

# CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BOULEVARD, CHEHALIS, WA 98532

Dennis L. Dawes, Position at Large Mayor	
Terry F. Harris, District 1, Mayor Pro Tem Daryl J. Lund, District 2 Dr. Isaac S. Pope, District 4	Anthony E. Ketchum Sr., District 3 Chad E. Taylor, Position at Large Bob Spahr, Position at Large

## Regular Meeting of Monday, May 22, 2017

5:00 p.m.

1. <u>Call to Order.</u> (Mayor)
2. <u>Pledge of Allegiance.</u> (Mayor)

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>PUBLIC HEARING</b>		
3. <u>2018-2023 Six-Year Transportation Improvement Program.</u> (City Manager, Public Works Director, Street Superintendent)	CONDUCT PUBLIC HEARING	1

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>CITIZENS BUSINESS</b>		
This is an opportunity for members of the audience to address the council on matters not listed elsewhere on the agenda. Speaker identification forms are available at the door and may be given to the city clerk prior to the beginning of the meeting.		

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>CONSENT CALENDAR</b>		
4. <u>Minutes of the Regular Meeting of May 8, 2017.</u> (City Clerk)	APPROVE	4
5. <u>Vouchers and Transfers.</u> (City Manager, Finance Manager)	APPROVE	9
6. <u>Set Date and Time of June 12, 2017, at 5:00 p.m. for a Public Hearing on the Chehalis Comprehensive Plan Update.</u> (City Manager, Community Development Director)	APPROVE	10
7. <u>Interlocal Agreement with Washington State Department of Social &amp; Health Services for Fire and EMS Services Provided to Green Hill School.</u> (City Manager)	APPROVE	11

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<b>UNFINISHED BUSINESS</b>		
8. <u>Ordinance No. 970-B, Second and Final Reading – Rezoning Property at 0 SW Armstrong Court.</u> (City Manager, Community Development Director)	PASS	24

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<b>NEW BUSINESS</b>		
9. <u>Coal Creek Sewer Extension Project Funding.</u> (City Manager, Public Works Director)	APPROVE \$25,000 PROJECT PARTICIPATION	36
10. <u>Award Bid from Barcott Construction in the Amount of \$281,856.69 for the Coal Creek Sewer Extension Project.</u> (City Manager, Public Works Director)	AWARD BID	38
11. <u>Ordinance No. 971-B, First and Final Reading – Revising Appendix Chapter “A” (Schedule of Fees and Charges of the Uniform Development Regulations).</u> (City Manager, Parks and Recreation Manager)	SUSPEND RULES AND PASS	83

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>ADMINISTRATION AND CITY COUNCIL REPORTS</b>		
12. <u>Administration Reports.</u>		
a. Finance Report. (Finance Director)	INFORMATION ONLY	86
b. City Manager update. (City Manager)	INFORMATION ONLY	---
13. <u>Councilor Reports/Committee Updates.</u> (City Council)		

<b>EXECUTIVE SESSION</b>		
14. Pursuant to RCW:		
a. 42.30.110(1)(c) – Sale/Lease of Real Estate		
b. 42.30.110(1)(i) – Litigation/Potential Litigation		
c. 42.30.140(4)(a) – Collective Bargaining		

THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.  
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, JUNE 12, 2017.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Rick Sahlin, Public Works Director  
Don Schmitt, Street/Storm Superintendent

**MEETING OF:** May 22, 2017

**SUBJECT:** Public Hearing and Council Direction for the 2018-2023 Six-Year  
Transportation Improvement Program

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**ISSUE**

The administration is presenting the proposed 2018-2023 Transportation Improvement Program (TIP) and will consider all comments during the public hearing regarding future transportation priorities.

**DISCUSSION**

The administration continues to identify aspects of the city's transportation system needing improvement for the safety and convenience of our citizens and visitors to Chehalis. Developing the TIP is the first step in the annual process required by WSDOT of all local agencies. Projects that receive funding from state or other federal sources are required to be identified on a local TIP and once funding is received, they are placed on the Statewide Transportation Improvement Program, commonly known as the "STIP." To be listed on the Washington State Department of Transportation (WSDOT) Statewide Transportation Improvement Program (STIP) the projects must be funded. The city does not have any current projects listed on the STIP, but once funded they will be added to the STIP.

Attached is a list of projects for the 2018-2023 TIP that the administration will continue to pursue funding sources for, including funding from the Transportation Benefit District.

**FISCAL IMPACT**

None at is time.

**RECOMMENDATION**

It is recommended that the City Council consider public testimony provided at the public hearing, close the public hearing, and direct the administration to prepare a resolution for their consideration for adoption of the 2018-2023 Six-Year Transportation Improvement Program at the June 12 council meeting.

**SUGGESTED MOTION**

I move that the City Council direct the administration to prepare a resolution for their consideration for adoption of the 2018-2023 Six-Year Transportation Improvement Program at the June 12 council meeting.

CITY OF CHEHALIS - 2018-2023 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Project	General Description	Funding Source	Start Year	Prior Years	2017	2018	2019	2020	2021	2022	2023	Future	Total Cost
Citywide Preservation Program	Chip-sealing, HMA preleveling, patching	Arterial Street/4% Funds/TBD	Future		125,000	175,000	175,000	175,000	200,000	200,000	200,000		1,250,000
National Ave./ Coal Cr. Improvements	Coal Creek Bridge, intersection, pedestrian improvements	Grants/Arterial Street/4% Funds/TBD	Future									3,000,000	3,000,000
National Ave. Improvements	Grind, overlay, safety, etc.	Grants/Arterial Street/4% Funds/TBD	Future									2,500,000	2,500,000
Market Blvd. - Park to N National Ave.	Renaissance streetscape planning	Grants/Arterial Street/4% Funds/TBD/Utility Funds	Future									2,000,000	2,000,000
Market Blvd - Park St to 13th St	Grind / overlay	Grants/Arterial Street/4% Funds/TBD	Future									1,000,000	1,000,000
Market Blvd - 13th to city limits	Grind / overlay	Grants/Arterial Street/4% Funds/TBD	Future									750,000	750,000
Snively Ave improvements	Reconstruct 16th to 20th	Grants/Arterial Street/4% Funds/TBD/Utility Funds	Future									2,234,000	2,234,000
Guardrail	Various locations throughout city	Grants/Arterial Street/4% Funds/TBD	Future									125,000	125,000
Riverside Dr/Newaukum Ave repairs	Spot repairs Hwy 6 to Shorey Rd	Grants/Arterial Street/4% Funds/TBD	Future									250,000	250,000
Chamber Way Bridge Replacement	Replace Bridges	Grants/Arterial Street/4% Funds/TBD	Future									15,000,000	15,000,000
Kresley Ave improvements	Overlay	Grants/Arterial Street/4% Funds/TBD	Future									500,000	500,000
Kresley Ave Flood Mitigation	Raise roadway between Exhibitor and Scott Johnson Blvd.	Grants	Future									2,078,000	2,078,000
Front, Pacific, Park Streets improvements	Grind, overlay/utility/frontage improvements	Grants/Arterial Street/4% Funds/TBD	Future									2,500,000	2,500,000
Louisiana Ave Repairs	Spot repair & overlay Hwy 6 North	Grants/Arterial Street/4% Funds/TBD	Future									450,000	450,000
Winchester Hill Dr.	Spot repair/ double chip seal or overlay	Arterial Street/4% Funds/TBD	Future									60,000	60,000
Chehalis Avenue	Repair Main St. to John St.	Arterial Street/4% Funds/TBD	Future			70,000						70,000	140,000
Chehalis Avenue	Repair 3rd St. to 9th St.	Arterial Street/4% Funds/TBD	Future									285,000	285,000
Main St.- Market to I-5	Grind and overlay	Grants/Arterial Street/4% Funds/TBD	Future									500,000	500,000
20th St.- Market to Salisbury	Grind and overlay	Grants/Arterial Street/4% Funds/TBD	Future									200,000	200,000
Cascade Ave.- Main to 13th St.	Spot repairs/ chip seal	Grants/Arterial Street/4% Funds/TBD	Future									100,000	100,000
13th St.- Market to Interstate	Grind & overlay, ADA compliance	Grants/Arterial Street/4% Funds/TBD	Future									260,000	260,000
Louisiana Ave.- Chamber Way to Home Depot	Grind & overlay, Chamber to Home Depot, traffic control improvements	Grants/Arterial Street/4% Funds/TBD	Future									275,000	275,000
Chamber Way- Louisiana to dead end.	Grind & overlay	Arterial Street/4% Funds/TBD	Future									85,000	85,000
National Ave, under Chamber Way	Slide repair	Grants/Arterial Street/4% Funds/TBD	Future									250,000	250,000
Market Blvd. - Downtown parking	grind & repave parking areas	Arterial Street/4% Funds/TBD	Future			50,000						50,000	100,000
					125,000	295,000	175,000	175,000	200,000	200,000	200,000	34,522,000	35,892,000

May 8, 2017

The Chehalis city council met in regular session on Monday, May 8, in the Chehalis city hall. Mayor Dennis Dawes called the meeting to order at 5:00 p.m. with the following council members present: Terry Harris, Tony Ketchum, Daryl Lund, Dr. Isaac Pope, and Chad Taylor. Councilor Bob Spahr was absent (excused). Staff present included: Jill Anderson, City Manager; Ken Cardinale, Fire Chief; David Fleckenstein, Airport Manager; Caryn Foley, City Clerk; Bill Hillier, City Attorney; Trent Lougheed, Community Development Director; Judy Pectol, Finance Manager; Rick Sahlin, Public Works Director; Glenn Schaffer, Police Chief; Don Schmitt, Street Superintendent; and Dave Vasilauskas, Water Superintendent. Members of the news media present included Susan DeLaire of Business to Business.

1. **Proclamation – Police Week.** Mayor Dawes read and presented a proclamation designating May 14-20 as Police Week to Police Chief Glenn Schaffer.

2. **Twin Transit Update.** Rob LaFontaine, General Manager of Twin Transit, updated the council on several projects:

- The Centralia Regional Transit Center is progressing despite funding challenges; however, the Transit Board provided direction to take initial steps to demolish the existing building on the site.
- Property at 2364 Jackson Highway is being purchased as an anchor point that will enhance the Transit's fixed route service.
- The Transit should be receiving an electric bus this month, which will take some time to prepare for service.
- The Transit Board is discussing the boundary of the Lewis Public Transportation Benefit Area (LPTBA) as a result of Lewis Mountain Highway Transit announcing their intent to end bus service in probably 2019 due to funding challenges. The Transit Board and the Board of County Commissioners are in discussions with outlying communities to see about their interest in joining the LPTBA. An expansion of the LPTBA would require an annexation through a ballot measure. Mr. LaFontaine noted the discussions would not immediately impact the cities of Centralia or Chehalis since both cities are already in the LPTBA boundary.

Mayor Dawes noted there could be a direct issue with the two cities because they are paying the freight through sales tax. If that sales tax was extended to different areas it would be interesting to know if enough would be collected to justify the increased costs and would the two cities see a reduction in service? He noted Chehalis pays more, but our service is less. He thought the service should be commensurate with the amount going in or at least 50/50.

Mr. LaFontaine stated the Transit is seeking proposals from consultants to provide revenue forecasts for what they could likely expect depending on various scenarios. He added that he would never put forth a recommendation to the Transit Board to reduce the level of service in the existing LPTBA in order to "subsidize" service into newly annexed areas. If the boundary were to expand, the composition of the Transit Board would have to change to reflect the changes in boundary.

3. **Public Hearing Regarding an Application to Rezone Property at 0 SW Armstrong Court.** Mayor Dawes recessed the regular meeting and opened the public hearing at 5:14 pm.

Trent Lougheed stated the request was to rezone 0 SW Armstrong Court (tax parcel #017535003000) from CG Commercial General to R-2 Medium Density Residential. Mr. Lougheed explained that the parcel is part of an original land donation, and only has access off of residential streets, so it makes sense that it be zoned commercial so it can be accessed through residential streets without causing an adverse impact on existing development.

Councilor Pope recalled that the property where the parcel would be accessed was at one time considered wetlands, and the water was redirected from that area to another area. Once that was cut off, the water started backing up. He thought the city had done some work in that area not too long ago.

Mr. Lougheed stated that any future development on the site would be required to have a storm water design and report indicating there were no adverse impacts to neighboring properties.

Mayor Dawes asked where access would be.

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Mr. Lougheed stated that 17<sup>th</sup> Street was the most reasonable access point.

Mayor Dawes asked if there was a right-of-way existing there now.

Mr. Lougheed stated it abutted the property, so they would be required to dedicate right-of-way, or some type of interior roads. He noted staff has received no comments to-date.

Councilor Harris thought the school district development had to address drainage work on their site. He wondered if there had been any communication with the school district.

Mr. Lougheed stated the school district, in their storm water design, had some pass-through drainage they had to deal with, and their work might have actually cleared up part of the problem. He reiterated that whatever hasn't been corrected would be required to be corrected with any future development.

Mayor Dawes stated the city was going to require the school district to divert drainage toward Interstate Avenue, but he stated there is still drainage coming down 19<sup>th</sup> Street.

Don Schmitt stated the city has received complaints about dirty water and staff met with the school district on site to investigate it. Part of the problem was that they physically couldn't get to some areas to create storm water retention facilities. He stated Mayor Dawes was correct, drainage will be diverted to Interstate Avenue.

Councilor Pope stated he had a similar situation at his former clinic on Market Street. When a large facility was constructed, his building started getting water underneath it. He didn't want to see that happen in this situation.

There being no public comment, the public hearing was closed and the regular meeting was reopened at 5:24 pm.

4. **Citizens Business.** Jay Downey (1202 Broadway Street, Longview, WA 98532) addressed the council regarding zoning of tattoo shops in the downtown. Mr. Downey would like to locate a tattoo business in the 400 block of Market Boulevard, but current zoning won't allow it. He stated the Community Development Department told him to come before the council to request a change. Mayor Dawes asked Mr. Downey to schedule an appointment with Trent Lougheed to discuss his request.

Councilor Lund asked who told Mr. Downey to talk to the council. Mr. Downey stated the lady at the city zoning office. Councilor Lund stated that should not have happened. Staff should have walked Mr. Downey through the process of how a rezoning request is addressed.

5. **Consent Calendar.** Councilor Ketchum moved to approve the consent calendar comprised of the following:

a. Minutes of the regular meeting of April 24, 2017;

b. April 28, 2017 Claim Vouchers No. 118963-119084 in the amount of \$175,037.68; and April 28, 2017, Payroll Vouchers No. 39492-39539, Direct Deposit Payroll Vouchers No. 8193-8291, and Electronic Federal Tax Payment No. 171 in the amount of \$780,313.37.

c. High Level Reservoir Project change orders; and

d. Set May 22, 2017 at 5:00 p.m. to conduct a public hearing on the city's 2018-2023 Six-Year Transportation Improvement Program.

The motion was seconded by Councilor Harris and carried unanimously.

City Manager Anderson stated she heard Councilor Lund's concern about customer service and it would be addressed.

6. **Ordinance No. 969-B, Second and Final Reading – Adding Section “B” to Chapter 17.86.090 of the Chehalis Municipal Code Relating to Off Premises Signs.** City Manager Anderson stated the ordinance would allow, in certain

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circumstances, the city manager to approve requests after they've gone through the DRC process and meet the standards set forth for signs. This action will reduce the step of going through the hearings examiner.

Councilor Ketchum moved to pass Ordinance No. 969-B on second and final reading to add Section B to Chapter 17.86.090 of the Chehalis Municipal Code to authorize the City Manager to approve the placement of signs on city-owned property or right away when it is deemed to be in the best interest of the public or for public safety. The motion was seconded by Councilor Lund and carried unanimously.

**7. Ordinance No. 970-B, First Reading – Rezoning Property at 0 SW Armstrong Court.** Councilor Harris moved to pass Ordinance No. 970-B on first reading to approve the rezone of tax parcel #017535003000 ("0" SW Armstrong Court) from CG Commercial General to R-2 Medium Density Residential. The motion was seconded by Councilor Lund and carried unanimously.

**8. Capital Facilities Plan Update.** City Manager Anderson stated a working group was put together by former city manager Merlin MacReynold to look at the city's capital facilities and some issues that the city might be looking at having to deal with in the coming years. The presentation will provide a brief overview of some of the findings of the group and some preliminary recommendations that the administration will discuss further as the 2018 budget is developed. A couple items will be more specific because of the nature and extent to which they will require an investment or planning of alternatives.

Mr. Fleckenstein stated the mission statement of the working group is, "Identify infrastructure related issues pertaining to City buildings. Inform the City Council and make recommendations regarding ongoing infrastructure projects, required deferred maintenance, and projects for consideration." Mr. Fleckenstein reviewed the following:

**Ongoing Infrastructure Projects**

- Analysis of the condition of the fire station and development of a work plan.
- Community Development building roofing (\$12,500) **Completed**
- Parks and Facilities maintenance shop roofing (\$10,500) **Completed**
- Downtown bathroom facility (CCRT providing \$25,000); contract awarded for \$28,362.56 with added 10% for contingencies; completed by mid- to late-May

**Required Deferred Maintenance**

- Stan Hedwall Park / RV Park building restorations (multi-year project starting 2018)
- Restoration of the Library fountain in 2018 (estimated \$2,500 - \$3,000)
- Repairs to the City Hall parking lot wall (pressure wash/paint summer 2017 with minor repairs possible)

City Manager Anderson noted an additional project that will come before the council is to connect the sewer system at Stan Hedwall Park to eliminate manual pumping and transport of raw sewage. Councilor Ketchum thought that project had previously been completed. Ms. Anderson stated her understanding was that the sewer line goes passed the freeway, but doesn't connect into the sewer system at the park, and it was delayed because the city didn't actually own the property.

Councilor Pope asked if the city was responsible for restoration of the fountain. Mr. Fleckenstein stated the library building/property is city infrastructure. Councilor Pope stated he would like to talk with Mr. Fleckenstein further.

**Projects for Consideration**

- Stan Hedwall Park sewer system (look to execute in 2nd half of 2017 – pending RB Engineering design)
- Public Works building roof replacement (w/in Public Works combined budget); leaking: replacement prior to winter 2018 – estimated at \$45,000
- Concrete flooring poured in two maintenance shops - \$20,000 (unfunded); currently does not meet DOE regulations -- estimate CY 2020 for construction but will look for opportune funding
- Backup generator wiring for City Hall (wired for basement only); seeking estimate to reestablish phone lines and internet service to the basement for emergency use.



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Additional Observations

- Shaw Aquatics Center requires a budget and funding to replace equipment. Currently needs a new vacuum (\$5,000) and possibly a new pool heater in the near future (\$30,000). Equipment schedule prepared to capture future requirements. It was noted that the pool heater was not upgraded during construction of the Aquatics Center.
- Safety/function of the overall facilities
- City Hall parking options

Fiscal Impacts

- Current maintenance expenditures for 2017: \$23,000
- Budgeted: \$40,000 (2017 budget)
- Shortfall: Estimated \$23,000
- Projected maintenance requirement 2018: Unknown
- Budget: TBD during the upcoming budget process
- Shortfall: Unknown
- Recommendations:
  - Continue to prioritize work (health and safety first)
  - Utilize budget amendments as required
  - Reevaluate maintenance needs through the budget process

City Manager Anderson stated the two roof repairs will require a budget amendment, but they could not continue to let them leak. Overall, the situation is not that bad and the projects are relatively manageable, with one huge exception being the fire station.

Councilor Lund was happy to see the report and added that preventive maintenance pays off in the long run.

Councilor Ketchum moved that the City Council authorize the City Manager to approve the mission statement and recommendations derived from the Capital Facilities Working Group. The motion was seconded by Councilor Taylor. Councilor Lund didn't believe the motion was proper because it was not the council's duty to tell the city manager how to run the city. He asked that the motion be stricken. The council agreed and Councilor Ketchum withdrew his motion and Councilor Taylor withdrew his second to the motion.

**9. City Representative to the Chehalis River Basin Flood Authority.** City Manager Anderson stated that Julie Balmelli-Powe resigned her position as the city's representative on the Flood Authority. She asked that the council accept the resignation and discuss how the council would like to fill the position.

Councilor Ketchum stated the council has never formally accepted a resignation. The council agreed. Mayor Dawes stated he sent a letter to Ms. Balmelli-Powe thanking her for her time and efforts, and for representing the city well. Following discussion about the options for filling the vacancy, Councilor Lund moved to appoint Councilor Harris as the city's representative. The motion was seconded by Councilor Taylor. Councilor Harris asked that someone from the public first be sought. If the position could not be filled that way, he would then step in as the city's representative.

Councilor Pope moved to appoint Trent Lougheed as the city's interim representative on the Flood Authority, and in the meantime find someone from the public to represent the city. The motion was seconded by Councilor Harris. It was noted that a motion was already on the table. Councilor Lund withdrew his motion and Councilor Taylor withdrew his second to the motion. The motion carried unanimously.

Councilor Pope recalled that Dr. John Henricksen was the city's alternate representative on the Flood Authority. He suggested that Dr. Henricksen be contacted to see if he was still interested in serving in that capacity.

May 8, 2017

**10. Administration Reports.**

a. **City Manager Update.** City Manager Anderson stated the city is still looking for individuals to serve on the Civil Service Commission and the Planning Commission. Interested individuals should contact City Clerk Caryn Foley for additional information. She noted that for the Civil Service Commission, there is not a huge time commitment. The Planning Commission time commitment varies depending on what projects come before them.

Ms. Anderson also recognized Public Service Recognition Week. She thanked the council for their work, as well as every member of the city staff. She said Chehalis has a great staff and they do a lot of hard work every day.

**11. Councilor Reports/Committee Updates.**

a. **Councilor Ketchum.** Councilor Ketchum asked if the city was set up to take credit card payments for utility bills. Rick Sahlin stated that credit card payments are through a third party. Councilor Ketchum stated he was told by public works staff that they couldn't take a credit card payments over the phone. He was told he had to come into the office.

Councilor Lund stated that needed to be addressed. Staff should have told Councilor Ketchum how he could make a credit card payment. He wanted to see better customer service.

As mentioned at the previous council meeting, Mayor Dawes also wanted staff to look into the ability to email bills to customers. Rick Sahlin stated customers can call and request a bill, but the utility billing software is not set up to send emails.

b. **Councilor Lund.** Councilor Lund attended the Southwest Washington Fair Commission meeting last week.

c. **Councilor Harris.** Councilor Harris attended the Chehalis Basin Partnership meeting where a couple presentations were given. One was the aquatic species restoration plan from the Washington Department of Fish and Wildlife (WDFW) and both the Quinalt and Chehalis Tribes. It appears to be some form of development body that can designate different jobs that are done as far as aquatics species restoration. He needs to do more research to determine what their impact and credibility is, who they answer to, how they were created, how they're funded, etc. He questioned how a state agency could be a voting member of a body. The second presentation was provided by Mark Hayes, the senior research scientist from WDFW. He spoke about the red-legged frog and how it breeds in ponds and it migrates out of the ponds about four to eight miles to breed. It seemed that if these are found there could be restrictions on development.

d. **Mayor Dawes.** Mayor Dawes attended the mayors meeting last week where WSDOT spoke about Transportation Improvement Board grants for changing over street lights to LED. He has asked the city manager to explore it.

12. **Executive Session.** At 6:14 p.m., Mayor Dawes announced the council would be in executive session pursuant to RCW 42.30.110(1)(i) – Litigation/Potential Litigation and RCW 42.30.110(1)(g) – Review Performance of a Public Employee not to exceed 45 minutes and there would be no decisions following conclusion of the executive session. Mayor Dawes closed the regular meeting and the council convened into executive session at 6:18 p.m. The regular meeting was reopened at 7:05 p.m., and there being no further business to come before the council, the meeting was immediately adjourned.

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Dennis L. Dawes, Mayor

Attest:

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Caryn Foley, City Clerk

Approved:

Initials: \_\_\_\_\_

**CITY OF CHEHALIS CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Judy Pectol, Finance Manager  
Michelle White, Accounting Tech II

**MEETING OF:** May 22, 2017

**SUBJECT:** Vouchers and Transfers

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**ISSUE**

City Council approval is requested for Vouchers and Transfers dated May 15, 2017.

**DISCUSSION**

The May 15, 2017 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers No. 119085-119226 and Electronic Funds Transfer No. 42017 & 52017 in the amount of \$279,228.48 dated May 15, 2017, which includes the transfer of:

- \$132,210.11 from the General Fund
- \$14,328.13 from the 2011 G. O. Bond Fund
- \$954.20 from the Garbage Fund
- \$46,452.19 from the Wastewater Fund
- \$34,679.92 from the Water Fund
- \$5,151.60 from the Storm & Surface Water Utility Fund
- \$45,452.33 from the Airport Fund

**RECOMMENDATION**

It is recommended that the City Council approve the May 15, 2017 Claim Vouchers No. 119085-119226 and Electronic Funds Transfer No. 42017 & 52017 in the amount of \$279,228.48.

**SUGGESTED MOTION**

I move that the City Council approve the May 15, 2017 Claim Vouchers No. 119085-119226 and Electronic Funds Transfer Nos. 42017 & 52017 in the amount of \$279,228.48.

**CITY OF CHEHALIS CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Trent J. Lougheed, P.E., Community Development Director

**DATE:** May 22, 2017

**SUBJECT:** Setting Date and Time of June 12, 2017 at 5:00 p.m. for a Public Hearing Regarding the City's Comprehensive Plan Update

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**ISSUE**

Per the Growth Management Act, the City is required to periodically (every six years) update the City's Comprehensive Plan. The update allows the City to analyze progress over the past six years, provide new projections, change zoning, update capital improvements programs, and consider City expansions to accommodate growth.

**DISCUSSION**

This update to the City's Comprehensive Plan is to be considered a minor update, with no significant changes to the City's zoning or current planning strategy. Due to recent discoveries and events, the City is anticipating developing a more detailed update of the plan within the next couple of years.

The Planning Commission held a public hearing on this proposal on March 14. There have been no citizen comments on this proposal.

The complete Comprehensive Plan can be viewed on the City's website.

**FISCAL IMPACT**

None by this action.

**RECOMMENDATION**

It is recommended that the City Council set June 12, 2017 at 5:00 p.m. for the second required public hearing on City's Comprehensive Plan Update.

**SUGGESTED MOTION**

I move that the City Council set June 12, 2017 at 5:00 p.m. for the second required public hearing on the City of Chehalis 2017 Comprehensive Plan Update.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**DATE:** May 22, 2017

**SUBJECT:** Interlocal Agreement with Washington State Department of Social & Health Services (DSHS) for Fire and Emergency Medical Services (EMS) Services for Green Hill School

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**ISSUE**

The current agreement to provide city fire and EMS Services to Green Hill School expires June 30, 2017.

**DISCUSSION**

In 2002, an agreement was negotiated between the city and DSHS to obtain some compensation for fire and EMS services provided to Green Hill School. Prior to this time, the city was not able to charge Green Hill School fees for these services; however, during the permitting process for a redevelopment of the campus, DSHS was required to negotiate user fees for these types of services, as a tax exempt property.

The proposed agreement is for a maximum of \$50,105.70 from July 1, 2017 through June 30, 2019, which equates to \$25,052.85 per year. The fee is calculated based on Green Hill's total square footage of improvements multiplied by \$.09 (nine cents) per square foot per year.

**FISCAL IMPACT**

The proposed agreement provides for the same fee maximum as the existing agreement, and is identified in the 2017 Adopted Budget.

**RECOMMENDATION/COUNCIL ACTION DESIRED**

It is recommended that the City Council authorize the City Manager to sign the interlocal agreement with DSHS to provide city Fire and EMS services to Green Hill School with a maximum agreement amount of \$50,105.70 from July 1, 2017 through June 30, 2017.

**SUGGESTED MOTION**

I move that the City Council authorize the City Manager to sign the interlocal agreement with DSHS to provide city Fire and EMS services to Green Hill School with a maximum agreement amount of \$50,105.70 from July 1, 2017 through June 30, 2017.



# INTERLOCAL AGREEMENT

DSHS Agreement Number:  
1764-86106

## Fire & EMS Services for Greenhill School

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:  
Contractor Contract Number:

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
City of Chehalis		City of Chehalis	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
350 N Market Blvd Rm 101 PO Box 871 Chehalis, WA 98532		212-000-026	24034
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
<i>Jill Anderson</i> Merlin-MacReynold	(360) 345-1042	(360) 748-0651	<i>JAnderson</i> mmacreynold@ci.chehalis.wa.us
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE	
Executive Administration	Operation Support and Services Division	8000LC-64	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
Jeanne Rodriguez Contract Manager		1115 S Washington St MS45848 Olympia, WA 98504-5848	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
(360) 902-8330	(360) 902-7889	rodrijr@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)	
No			
AGREEMENT START DATE	AGREEMENT END DATE	MAXIMUM AGREEMENT AMOUNT	
07/01/2017	06/30/2019	\$50,105.70	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:			
<input type="checkbox"/> Exhibits (specify): No Data Security Exhibit <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED

## DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
  - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
  - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
  - d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
  - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
  - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
  - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
  - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
  - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
  - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

## DSHS General Terms and Conditions

- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
  - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
  - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
  - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
  - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
  - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
  - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.**
- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:



## DSHS General Terms and Conditions

- (1) as provided by law; or,
  - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
    - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
    - (c) Verifying after transmittal that the fax was received by the intended recipient.
  - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
    - (a) Use a Trusted System.
    - (b) Encrypt the Confidential Information, including:
      - i. Encrypting email and/or email attachments which contain the Confidential Information.
      - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
  - (5) Send paper documents containing Confidential Information via a Trusted System.
  - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and

## DSHS General Terms and Conditions

the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

- e. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

## DSHS General Terms and Conditions

13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
15. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**
- If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:
- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
  - b. DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
    - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
    - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
    - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
  - c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

### Additional General Terms and Conditions – Interlocal Agreements:

17. **Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts

## DSHS General Terms and Conditions

at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

### 18. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

### 19. Ownership of Material.

Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use

## DSHS General Terms and Conditions

this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

### 20. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
  - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
  - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
  - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to [www.ojp.usdoj.gov/oct/](http://www.ojp.usdoj.gov/oct/) for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
  - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

## DSHS General Terms and Conditions

### 21. Termination.

- a. **Default.** If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. **Convenience.** Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. **Payment for Performance.** If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

### 22. Treatment of Client Property.

Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

## Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. "Resident" means any or all of the clients, residents, or patients at Green Hill School.
  - b. "Green Hill School" or "GHS" means a juvenile rehabilitation center owned and operated by the State of Washington, DSHS, Rehabilitation Administration (RA), which is situated at 375 SW 11<sup>th</sup> St, Chehalis, WA 98532.
2. **Purpose.** The purpose of this Contract is for the Contractor to provide emergency medical, fire suppression, fire protection, and inspection services for the Green Hill School (GHS) campus in accordance with RCW 35.21.775.
3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
  - a. Provide fire protection and suppression services to all lands, equipment, buildings and their contents, related property improvements, and the personal property of Residents and employees located on or at the GHS campus in Lewis County, Washington. Contractor shall provide quarterly written performance reports that identify the number of fire and suppression services calls responded to at GHS, the type of incidents, and the services provided by the Contractor.
  - b. Provide emergency medical services to all people residing, working or visiting the GHS campus. Contractor shall provide quarterly written performance reports that identify the number of emergency medical services calls responded to at GHS, the type of incidents, and the services provided by the Contractor.
  - c. Provide inspections as often as necessary, but not less than annually, across the whole of the GHS campus for the purpose of identifying fire code violations and any other law affecting fire and life safety in order to ensure the safety of individuals in GHS campus facilities. Upon completion of annual inspections, Contractor shall provide a written report to GHS of its findings and recommendations.
  - d. For any significant fire/incident to which the Contractor responds, where the fire/incident results in a required debriefing by GHS administration officials, a representative of the Contractor shall provide consultation during the incident debriefing. For significant fire/incidents to which the Contractor responds, Contractor shall provide a written summary report of the debriefing information Contractor provided to GHS.
  - e. The Contractor shall send all required written reports within this Agreement to the DSHS Contract Contact provided on the cover page of this Agreement.
4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$50,105.70, including any and all expenses, and shall be based on the following:
  - a. DSHS shall pay the Contractor a fee based upon the sum of the GHS total square footage of improvements multiplied by \$.09 (nine cents) per square foot per year.
  - b. GHS total gross square footage as of July 1, 2017 equals 278,365.
    - (1) 278,365 sf x \$0.09 equates to \$25,052.85 annually, or \$2,087.74 monthly, for the period July 1, 2017, through June 30, 2019.

## Special Terms and Conditions

- c. This contract may be extended by additional two year terms upon mutual agreement of the parties.
- d. All payments to Contractor under this Contract shall be contingent upon Contractor's satisfactory completion of all goods and services, including all written reports.

### 5. Billing and Payment.

- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to **CIBS, Attn: Fiscal, 9601 Steilacoom Blvd., Lakewood, Washington, 98498-7213** by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- a. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by Western State Hospital of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

### 6. Insurance.

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

\_\_\_\_\_  The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

\_\_\_\_\_  The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) -- to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.



27-Apr-17

Cert#: 10851

DSHS Operation Support and Services Division  
Attn: Andrew Jenkins  
PO Box 45848  
Olympia, WA 98504-5848

RE: City of Chehalis  
Interlocal Agreement for Fire and EMS Contract at Green Hill School

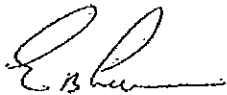
### Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$1 million per occurrence limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,



Eric B. Larson  
Deputy Director

cc: Judy Schave  
Ken Cardinale

cletter

**CITY OF CHEHALIS CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Trent J. Lougheed, P.E., Community Development Director

**DATE:** May 22, 2017

**SUBJECT:** Application to Rezone Tax Parcel #017535003000; "0" Armstrong Court

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**ISSUE**

The City received an application to rezone tax parcel #017535003000, also known as "0" Armstrong Court. Currently, the parcel is zoned CG Commercial General. The proposal is to change the zoning to R-2 Residential Single Family Medium Density. This parcel has no legal access from the south or west and can only be accessed from the north, which is currently a residential neighborhood. The property is currently undeveloped. Should development occur with the current zoning, the commercial uses would have to travel through the residential neighborhood to reach the property. This rezone would make any future development of this parcel more compatible with the existing neighborhood.

**DISCUSSION**

The City of Chehalis Development Review Committee (DRC) reviewed the initial proposal on March 2, 2017. The documents reviewed included:

1. Rezone application
2. SEPA checklist application
3. SEPA DNS
4. Maps and photos
5. Notice of public hearing with list of neighboring parcel owners notified

Notice of the public hearing held before the Planning Commission on April 11, 2017 was mailed to the owner/applicant, property owners within 300' of the site, and appropriate agencies on March 21, 2017. Notice was published in The Chronicle newspaper on March 25, 2017 and was sent to both KELA and KITI radio stations. The DRC completed the review and provided a recommendation on March 2, 2017.

The City of Chehalis Municipal Code has the following criteria that must be met for a rezone:

**17.09.140 Amendments/rezones.**

For the purpose of establishing and maintaining sound, stable, and desirable development within the city, the rezoning of land is to be discouraged and allowed only under certain circumstances as provided in this section. This policy is based on the opinion of the city council that the map is the result of a detailed and comprehensive appraisal of the city's present and future needs regarding land use allocation and, as such, should not be amended unless to correct a manifest error or because of changed or changing conditions in a particular area or the city in general. Rezoning shall only be allowed if the petitioner demonstrates by clear and convincing evidence that:

1. The land to be rezoned was initially zoned in error and as presently zoned is inconsistent with the policies and goals of the comprehensive plan; or
2. Conditions in the area for which rezoning is requested have changed or are changing to such a degree that it is in the public interest to encourage a redevelopment of the area; or
3. The proposed rezoning is necessary in order to provide land for a community-related use which was not anticipated at the time of the adoption of the comprehensive plan, and that such rezoning will be consistent with the policies of the comprehensive plan. [Ord. 720B § 1, 2002.]

**Significant DRC Findings of Fact:**

1. The applicant requests to change the zoning from CG to R-2.
2. This parcel is approximately two (2) acres in size.
3. The property is part of an original Land Donation Claim and has not been subdivided in the past.
4. The intent of the current CG zoning is to "provide an area for development of general commercial businesses, offices, retail stores, institutions, and similar commercial uses, with zoning controls designed to require mitigation of significant impacts which may occur with such development."
5. The intent of the proposed R-2 zoning is to: "provide an area for development of a higher density of single-family residences than the R-1 zone, including relatively smaller lot sizes with adequate public facilities. Zoning controls are designed to protect the residential living environment and provide for a variety of conditional uses under special or unique circumstances."
6. The surrounding lots on the north and east are all developed residential lots with single family residences.
7. There is a railroad track to the south that prevents access from the south and west.
8. This area is served by the City of Chehalis water and sewer systems.
9. This area is served by the City of Chehalis storm water system.
10. Should this parcel be rezoned, it could possibly be subdivided into a maximum of 20 residential parcels.

The Chehalis Planning Commission held a public meeting on March 14, 2017 to review the rezone application and accepted the DRC's recommendation to approve the rezone request, and that the recommendation be forwarded to the City Council for consideration. The Planning Commission voted unanimously to recommend approval of the proposed application on April 11, 2017. The City Council then held a Public Hearing on May 8, 2017 and passed on first reading. No additional comments have been received to date.

A complete staff report with the DRC comments and recommended conditions is attached for review.

**FISCAL IMPACT**

None by this action.

**RECOMMENDATION**

It is recommended that the City Council accept the recommendation of the Chehalis Planning Commission and pass Ordinance No. 970-B on second and final reading to rezone "0" SW Armstrong Court (Tax Parcel #017535003000) from CG Commercial General to R-2 Medium Density Residential.

**SUGGESTED MOTION**

I move that the City Council accept the recommendation of the Chehalis Planning Commission and pass Ordinance No. 970-B on second and final reading to rezone "0" SW Armstrong Court (Tax Parcel #017535003000) from CG Commercial General to R-2 Medium Density Residential.

## SUMMARY

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Application(s): #RZ-17-0001

Site Address: "0" SW Armstrong Ct.  
Parcel Number: 017535003000  
Owner: Lawrence M. Shaw  
2460 Westlake Ave. N.  
Unit B  
Seattle, WA 98109-2281

Applicant/Contact: Larry Unzelman  
P.O. Box 243  
Chehalis, WA 98532

Report Date: March 22, 2017  
Prepared by: City of Chehalis, Community Development Department.

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### Request:

The proposal is to rezone this parcel. Currently it is zoned Commercial General (CG). The proposal is to rezone this as Residential 2 (R-2). This parcel is undeveloped. It is approximately two acres in size. It is situated in a corner of a residential zone. It is inaccessible from any other direction. The current zoning would create an incompatible use if it were to be developed as a commercial use.

### Applicable Regulations:

#### Chehalis Municipal Code (CMC):

- § 2.50 Hearing Examiner
- §17.45 Bulk Regulations (R-2 Residential 2)
- §17.63 Bulk Regulations (CG Commercial General)
- § CMC Title 15 Environment
- § CMC Title 17 Uniform Development Regulations
- §17.09.140 Amendments/Rezoning
- §17.09.130 Public hearings
- § City of Chehalis Comprehensive Plan

### Analysis:

The City of Chehalis Development Review Committee (DRC) reviewed the initial proposal under SEPA-17-0003 February 27, 2017. See below for Findings of Fact and review comments and/or recommendations.

### Documents:

Rezoning Application; SEPA checklist application; SEPA final DNS; Notice of Public Hearing

## **BACKGROUND**

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Applicant has applied to have this property rezoned.

Currently it is CG. The request is to rezone it to R-2.

This site is undeveloped land that is currently only accessible through a residential neighborhood on the north side of this parcel. It is blocked from access on the south by railroad tracks and a large tract of land which is currently under construction for two new elementary schools.

This property is part of an original Land Donation, Johnson DLC, and has not been subdivided.

It is approximately two acres in size.

The zoning designation of Commercial General zoning is a designation that did not take into account the proximity of the parcel in relation to the residential neighborhood nor did it take into consideration that this parcel has no legal access other than through the residential neighborhood.

Should this parcel be developed as it is currently zoned, as a commercial property, it would likely be incompatible with the existing residential neighborhood. Commercial traffic would have to be routed through the residential neighborhood in order to gain access to this site. Even for a simple business, this would cause the existing neighborhood to be subject to an increased amount of traffic that the existing roads might not be able to handle.

**Application**

RZ-17-0001

**Date Application Submitted**

February 27, 2017

**Date Application Deemed Complete**

March 21, 2017

**Status**

Planning Commission/Public Hearing scheduled for April 11, 2017

**Public Notice:**

Notice of the Public Hearing was mailed to the owner/applicant, property owners within 300' of the site and appropriate agencies on March 21, 2017. Notice was published in The Chronicle newspaper on March 25, 2017 and sent to both KELA and KITI radio stations.

**Chehalis Development Review Committee (DRC) Review/Recommendation Date:**

March 2, 2017

## **DRC FINDINGS OF FACT**

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1. The applicant requests to change the zoning from CG to R-2.
2. The current zoning is CG, Commercial General
3. The CG zoning allows for a multitude of different businesses.
4. The R-2 zoning allows for residential uses.
5. This parcel is approximately two (2) acres in size.
6. The property is part of an original Land Donation Claim and has not been subdivided in the past.
7. The intent of the current CG zoning is to “provide an area for development of general commercial businesses, offices, retail stores, institutions, and similar commercial uses, with zoning controls designed to require mitigation of significant impacts which may occur with such development.”
8. The intent of the proposed R-2 zoning is to: “provide an area for development of a higher density of single-family residences than the R-1 zone, including relatively smaller lot sizes with adequate public facilities. Zoning controls are designed to protect the residential living environment and provide for a variety of conditional uses under special or unique circumstances.”
9. The surrounding lots on the north and east are all developed residential lots with single family residences.
10. There is a railroad track to the south that prevents access from the south and west.
11. There is a large tract of land to the south that is currently under construction for two new elementary schools.
12. This area is served by the City of Chehalis water and sewer systems.
13. This area is served by the City of Chehalis storm water system.
14. According to the Lewis County mapping program, there is a portion of this parcel that might have some wetlands and/or wetland buffer, hydric soils and flood zone. These will not affect the rezoning of this parcel, but may affect any future development proposals.
15. Should this parcel be rezoned, it could possibly be subdivided into a maximum of 20 residential parcels.

## **DRC REVIEW/RECOMMENDATION**

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The DRC recommends approval of the rezone request.

**Map & general information for "0" SW Armstrong Court**

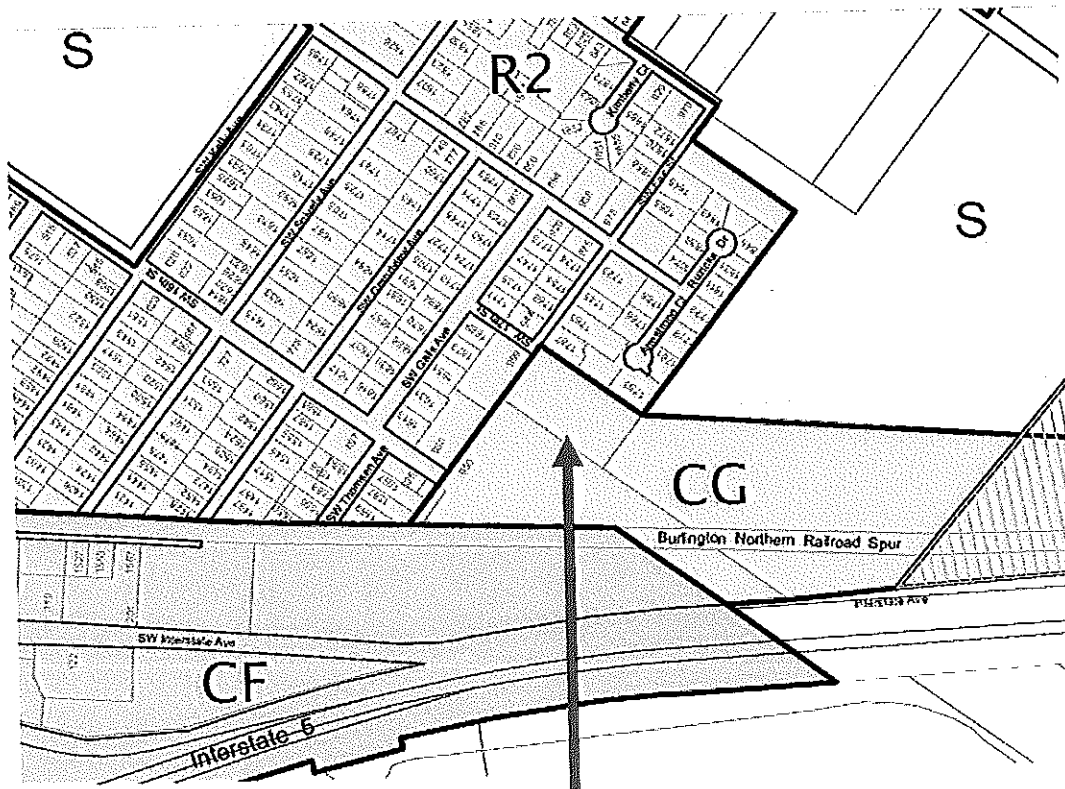
**Parcel Numbers** 017535003000  
**Parcel Address** "0" SW Armstrong Court  
Chehalis, WA 98532  
**Use Code** 11 Single Unit  
**TCA** 020

**Total Acres** Per Lewis County Assessor: 2 acres

**Owner/Taxpayer:** Legend Oaks LLC  
6323 SW Ash Creek Dr.  
Portland, OR +7219

**Partial Legal Description:** Section 04 Township 13N Range 02W PT L JOHNSON DLC

**Zoning Map for "0" SW Armstrong Court**

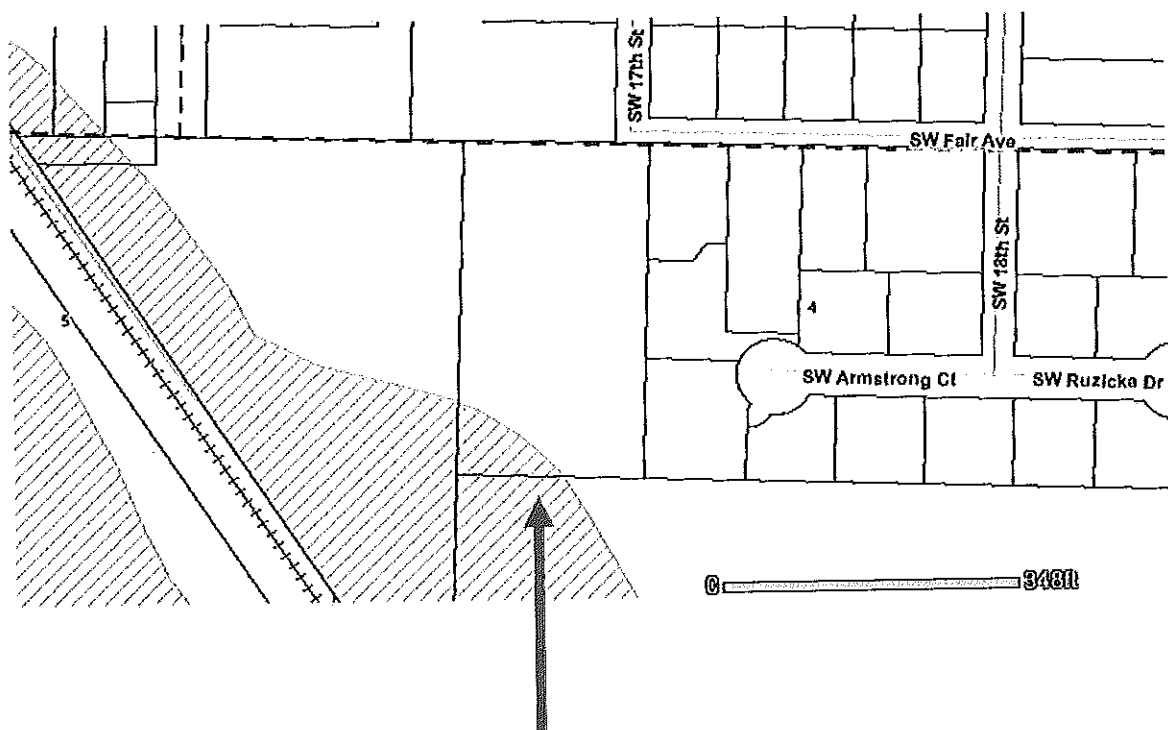


**Parcel: currently zoned CG abuts R-2 zoning**

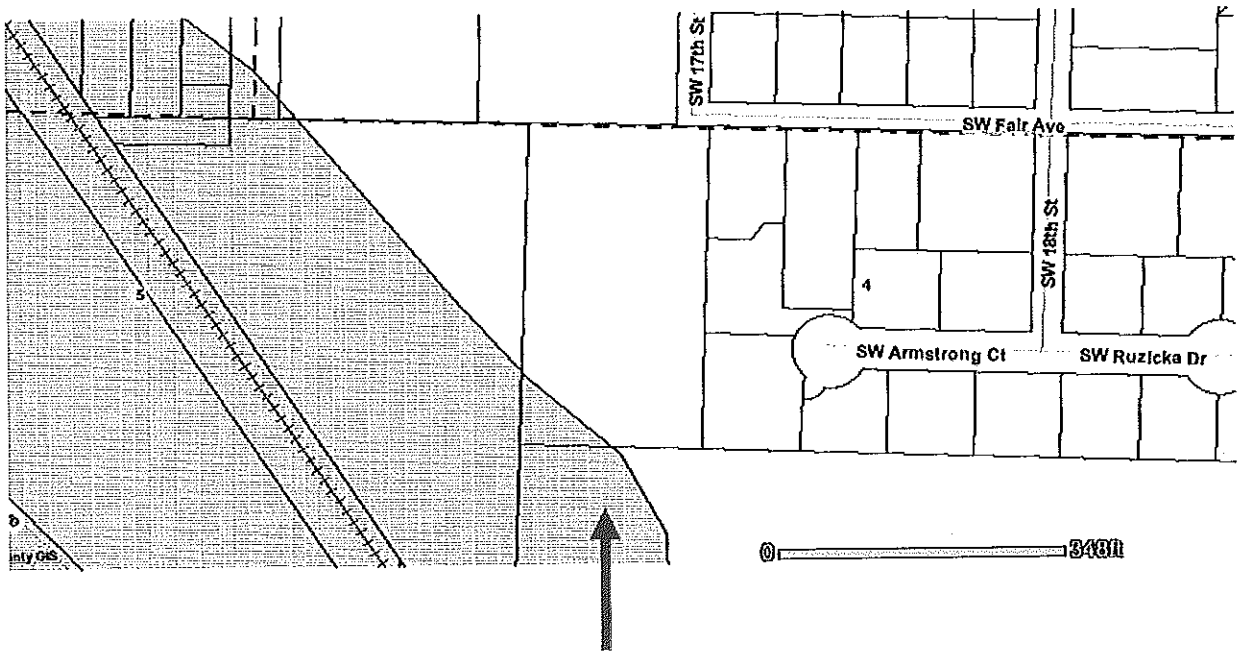




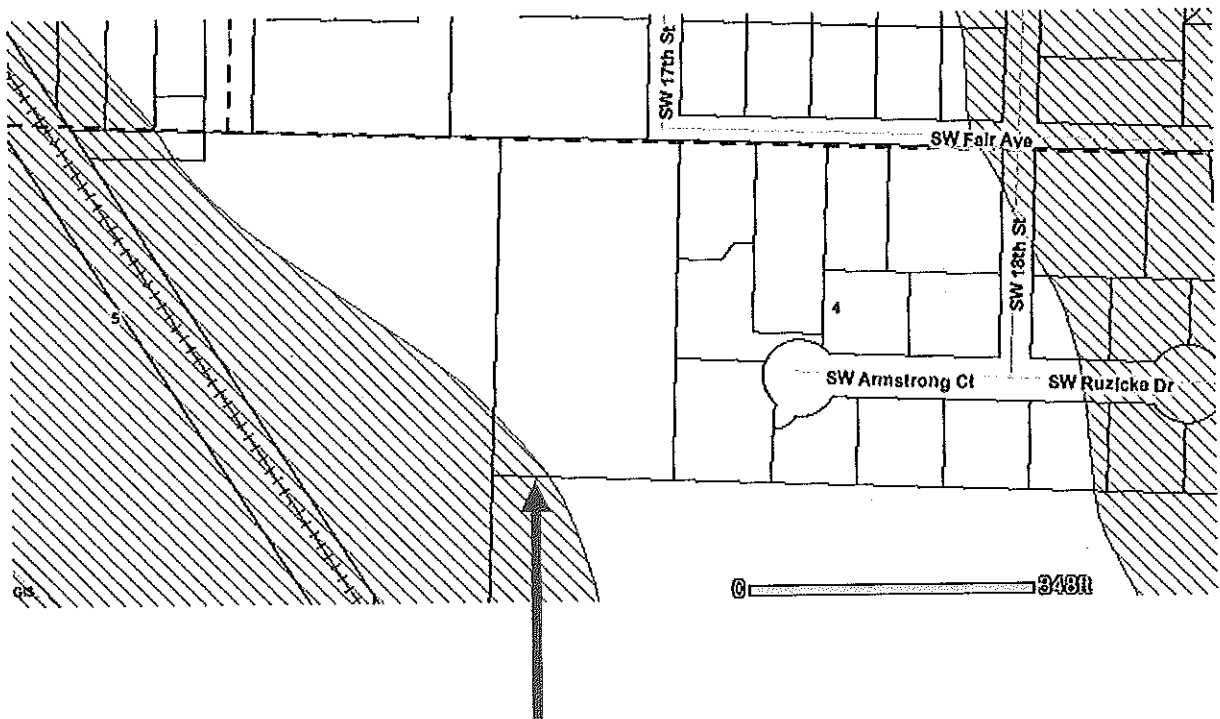
**Aerial Photograph of site from 2013  
Lewis County P.A.T.S.**



**Mapped wetlands from Lewis County P.A.T.S.**



Mapped flood zone from Lewis County P.A.T.S.



Mapped Hydric Soils per Lewis County Maps P.A.T.S.

Site pictures for 32 SW 13<sup>th</sup> St., 51 SW 13<sup>th</sup> St. and 59 SW 13<sup>th</sup> St.



View from SW 17<sup>th</sup> St. & SW Fair Ave. in front of lot looking southward



Looking southwesterly along SW Fair Ave. at front of lot



Looking westward

**Bulk Regulations for each zone:**  
**Current Zoning**

*17.63.020 Bulk regulations (C-G zone).*

Use Category	Min. Zone Size	Min. Lot Size	Min. Lot Frontage	Max. Cover	Max. Height	Minimum Street Setback	Minimum Adj. Lot Setback	Minimum Alley Setback	DU Density Minimum/Maximum
Permitted	1 acre of contiguous commercial zones	5,000 sq. ft.	50'	100%	50'	10'	3'	None	0/24 units/acre
Accessory	—	5,000 sq. ft.	50'	50%	50'	10'	3'	None	0/24 units/acre
Conditional	—	—	—	100%	50'	10'	3'	None	0/24 units/acre
Temporary	—	5,000 sq. ft.	50'	100%	50'	10'	3'	None	0/24 units/acre

**Proposed Zoning:**

**17.45.020 Bulk regulations (R-2 zone).**

Use Category	Min. Zone Size	Min. Lot Size	Min. Lot Frontage	Max. Cover	Max. Height	Minimum Street Setback	Minimum Adj. Lot Setback	Minimum Alley Setback	DU Density Minimum/Maximum
Permitted	10 acre of contiguous commercial zones	5,000 sq. ft.	50' except: flag lot may have 12' frontage	60%	35'	20'	10% of lot width but not more than 10' nor less than 3'	5'	4/10 units/acre
Accessory	—	If Res 7, 500 otherwise 5,000 sq. ft.	-	25%	35'	20'	3' if in rear yard- otherwise same as permitted	0' or 5'	4/10 units/acre
Conditional	—	—	—	60%	35'	20'	10% lot width- or 5' to 10'	5'	4/10 units/acre
Temporary	—	5,000 sq. ft.	50'	60%	35'	20'	See above	5'	4/10 units/acre

**CITY OF CHEHALIS  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Rick Sahlin, Public Works Director  
Patrick Wiltzius, Wastewater Superintendent

**DATE:** May 22, 2017

**SUBJECT:** Coal Creek Sewer Extension Project Funding

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**ISSUE**

Bids were opened for the Coal Creek Sewer Extension Project on April 25. Unfortunately, all bids were over the funding allotted by Ecology for the construction phase of the project. The administration is requesting the city assist in funding the overage.

**DISCUSSION**

The city received a generous funding package from Ecology to connect nine homes on Coal Creek Road that have failing septic systems to the city's sewer system. \$325,000 was awarded by Ecology to complete the project. \$295,000 is grant, \$15,000 is a forgivable principal loan, and the remaining \$15,000 a low interest loan. \$250,000 of the grant funding was designated for construction of the project and payment of sewer connection charges.

The low bid received for the project is \$281,857 and the connection charges to be paid to the city amount to \$27,270 for a total of \$309,127. This is \$59,127 over the allotted amount for construction in the funding package. Ecology has agreed to provide another \$24,210 in grant funding to help cover the overage. Lewis County has pledged \$25,000 towards the project and so far, has paid \$19,473 towards design cost overages. This leaves approximately \$5,500 left from Lewis County to help fund the construction phase overage. In addition, there may be \$10,000 left over from the project administration phase of the project and \$10,000 in contingency money, that if not used, can be applied to the overage. This still leaves a shortfall of approximately \$9,400. If the contingency money must be utilized, then the shortfall amount would be higher. The final amount will not be known until the completion of the project.

Completion of this project will allow the residents of this subdivision to remain in their homes, eliminate longstanding health and safety concerns, and improve the water quality in Coal Creek. Our consultant does not believe rebidding the project will result in lower bids. Failure to secure funding for the overage will most probably result in a substantial delay of the project until adequate funding can be secured.

The administration requests the city contribute financially towards the project to cover the overage in an amount up to, but not exceeding, \$25,000. This participation would most likely take the form of reduced connection fees in lieu of a cash outlay.

**FISCAL IMPACT**

The wastewater utility would see a reduction in connection charge revenue in the amount needed to cover the overage.

**RECOMMENDATION**

The administration recommends the City Council approve financial participation by the City toward the Coal Creek Sewer Extension Project in an amount not to exceed \$25,000.

**SUGGESTED MOTION**

I move that the City Council approve financial participation by the City toward the Coal Creek Sewer Extension Project in an amount not to exceed \$25,000.

**CITY OF CHEHALIS CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Rick Sahlin, Public Works Director  
Patrick Wiltzius, Wastewater Superintendent

**DATE:** May 22, 2017

**SUBJECT:** Acceptance of Bid for the Construction of the Coal Creek Sewer Extension Project

---

**ISSUE**

The administration recently advertised for bids to construct the Coal Creek Sewer Extension Project. The results of the bidding and a recommendation to award a contract are presented for the City Council's review and approval.

**DISCUSSION**

Last year the city received a funding package from Ecology for the Coal Creek Sewer Extension Project. The sewer extension will include the supply and installation of grinder pumps, electrical upgrades, and valve stations for nine homes. It also includes the installation of approximately 950 feet of 2-inch force main and decommissioning of the septic tanks. The City Council previously accepted the funding, authorized engineering services to design the project, and agreed to provide funding support.

Bids were opened on April 25. Eight bids were received. They are summarized below.

<b>Bidder</b>	<b>Amount*</b>
Barcott Construction	\$ 281,856.69
Brumfield Construction Inc.	\$ 300,288.60
Northwest Cascade Inc.	\$ 316,677.60
Gill Construction	\$ 336,528.00
Black Hills Excavating Inc.	\$ 339,053.04
Nova Construction Inc.	\$ 369,662.40
Pape & Sons Construction Inc.	\$ 380,386.80
Rognlin's Inc.	\$ 538,920.00

\* Including sales tax

Our engineering consultant has tabulated the bids and checked references of the lowest bidder. Barcott's bid is the low bid submitted and is signed. However, the bid package included a form to list all of the planned subcontractors and Barcott returned the form blank even though they



will use an electrician for providing power to the grinder pumps. The RCW requires the owner, on projects estimated at more than \$1M to require the prime contractor to provide a list of subcontractors who will perform HVAC, plumbing and electrical work on the project. It does not say that the owner cannot require any or all of these subcontractors to be listed as part of the bid on projects estimated at less than \$1M - they're just not required to by state law. Since the subcontractor listing form is not required by RCW, our consultants believe that it's acceptable for the lack of the completed form to be considered an informality and waived. The City Attorney agrees.

**FISCAL IMPACT**

This project is funded primarily with grants from Ecology and a \$25,000 contribution from Lewis County. As discussed in a previous agenda report, the city will provide financial support via a reduction in connection charges for the affected properties in an amount not to exceed \$25,000.

**RECOMMENDATION**

The administration recommends that the City Council waive Barcott Construction's bid informality and award the contract for the construction of the Coal Creek Sewer Extension Project to Barcott Construction for \$281,856.69 and authorize the City Manager to execute the contract agreement.

**SUGGESTED MOTION**

I move that the City Council waive Barcott Construction's bid informality and award the contract for the construction of the Coal Creek Sewer Extension Project to Barcott Construction for \$281,856.69 and authorize the City Manager to execute the contract agreement.



## Memorandum

**To:** Rick Sahlin  
**From:** Michael Marshall, PE MM  
**Date:** May 10, 2017  
**Re:** Coal Creek Sewer Project Contract Award Recommendation

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The City advertised for the Coal Creek Sewer Project on March 20, 2017 to connect nine houses with failing septic systems to the Chehalis sewer system using individual grinder pumps and HDPE forcemain to get to the nearest manhole under the Ecology grant/loan agreement. The City opened eight bids that were submitted on April 25, 2017 at 1:30 PM. The bids ranged from \$281,856.67 to \$538,920.00 including sales tax. The low bid was offered by Barcott Construction and is more than the Opinion of Probable Cost which is \$242,114 including sales tax.

The low bid is higher than project funding and Patrick Wiltzius is working with Ecology to secure more grant money.

Barcott's bid is the low bid submitted and is signed. However, the bid package included a form to list all of the planned subcontractors and Barcott returned the form blank even though they will use an electrician for providing power to the grinder pumps.

The RCW requires the owner, on projects estimated at more than \$1M to require the prime contractor to provide a list of subcontractors who will perform HVAC, plumbing and electrical work on the project. It does not say that the owner cannot require any or all of these subcontractors to be listed as part of the bid on projects estimated at less than \$1M - they're just not required to by state law.

Since the subcontractor listing form is not required by RCW, we think that it's acceptable for the lack of the completed form to be considered an informality and waived. The final determination of that would be up to the City Attorney.

I have attached the bid tabulation.

I have verified that Barcott Construction is in good standing with the state of Washington and they are not the SAM.Gov list. I have also checked their references which were all good.

We recommend that the City award the contract for Coal Creek Sewer to Barcott Construction pending acceptance of the bid by the City Attorney and adequate funding from Ecology.

### BIDDER'S CHECKLIST

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to, the following:

<u>Item</u>	<u>Checked</u>
1. Proposal (Bid)	✓
2. Bidder's Bond or Other Security	✓
3. Power-of-Attorney for Surety's Agent to execute Bidder's bond	✓
4. Authority to sign Proposal if Signature is by Agent Other Than Officer of Corporation, Partner, or Owner	✓
5. Acknowledgement of Addenda (in Proposal)	✓
6. Acknowledgement of Addenda (on each Addendum)	✓
7. Declaration of Option for Investment	✓
8. Subcontractor Listing	✓
9. Attachment 3 and 4	✓
10. Bidder's List and EPA Forms 6100-3 and 4 (Page I-13 P 36)	✓

4. BIDDER will complete the Work in accordance with the Contract Documents for the following unit price not including sales tax per the General Conditions, paragraph 11.9.1.

The bidder shall bid on all of the Bid Items. Failure to bid on any Bid Items will qualify the bid as non-responsive. Award shall be based on the lowest responsive responsible bid.

Item	Description	Quantity	Unit	Unit Price	Amount
1	Miscellaneous Construction	1	Force Account	\$10,000.00	\$10,000.00
2	Mobilization	1	L.S.	\$23805.00	\$23805.00
3	Temporary Traffic Control	1	L.S.	\$2875.00	\$2875.00
4	Flaggers and Spotters	70	Hour	\$64.30	\$4501.00
5	Sawcutting	2000	L.F.	\$1.00	\$2000.00
6	Imported Trench Backfill	1200	Ton	\$26.45	\$31740.00
7	Native Soil Trench Backfill	600	C.Y.	\$1.50	\$900.00
8	Cold Mix Asphalt	5	Ton	\$230.00	\$1150.00
9	HMA Class 1/2 Inch - PG64-22	15	Ton	\$360.00	\$5400.00
10	Grinder Pumps	8	Each	\$4204.75	\$33638.00
11	Locate and Connect to Building Sewer	1	L.S.	\$7935.00	\$7935.00
12	1.25' HDPE SDR 11 Service Connection Pipe	800	L.F.	\$21.56	\$17248.00
13	2' HDPE SDR 11 Mainline	400	L.F.	\$24.15	\$9660.00
14	3' HDPE SDR 11 Mainline	580	L.F.	\$15.50	\$8990.00
15	3' HDPE Casing Pipe	60	L.F.	\$30.00	\$1800.00
16	6' HDPE Casing Pipe	40	L.F.	\$40.00	\$1600.00
17	4' PVC Inlet Pipe	500	L.F.	\$18.17	\$9085.00
18	Sewer Service Connection on 2" or 3" Pipe Including Valves	9	Each	\$1086.00	\$9774.00
19	3' Isolation Valve Assembly	2	Each	\$2817.50	\$5635.00
20	2' Air Vacuum Valve Assembly	2	Each	\$8136.24	\$16272.50
21	Flush Port Assembly	1	Each	\$3565.00	\$3565.00
22	Seeding, Fertilizing and Mulching	1500	S.Y.	\$1.00	\$1500.00
23	Trench Safety Systems	1	L.S.	\$115.00	\$115.00
24	Electrical Service Allowance	1	Allowance	\$35,000.00	\$35,000.00
25	Septage Pump and Disposal	12	Per 1,000 gal.	\$575.00	\$6900.00
26	Abandon Existing Onsite Sewer Systems	9	Each	\$1098.88	\$9889.92

SUBTOTAL

\$ 260,978.42

SALES TAX @ 8.0%

\$ 20,878.27

TOTAL

\$ 281,856.69

Unit Prices have been computed in accordance with paragraph 11.03 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially complete within sixty (60) calendar days after the date when the Contract Times commences to run as provided in paragraph 2.03 of the General Conditions. All work shall be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within seventy (70) calendar days.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:
- (a) Required Bid Security in the form of a certified or bank check or a Bid Bond made payable to the Owner.
  - (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in the Bid.

7. Communications concerning this Bid shall be addressed to the BIDDER's representative at the following address:

Bidder's Representative Jeff Barcott  
Company Name Barcott Construction LLC  
Address 212-34 Middlefork Rd  
Chehalis, WA 98532  
Telephone 360 941 0828

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on 4/25, 20 17

State Contractor License No. BARCOCL846TD

Expiration Date: 4/18/18

If BIDDER is:

An Individual

By Jeff Barcott [Signature]  
(Individual's Name) Print Name Signature

doing business as Barcott Construction LLC

Business address: 212-34 Middlefork Rd

Chehalis, WA 98532

Phone No.: 360 941 0828

A Partnership

By \_\_\_\_\_  
(General Partner) Print Name Signature

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By \_\_\_\_\_  
(Corporation Name)

Business address: \_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Person authorized to sign) Print Name      Signature

Attest \_\_\_\_\_  
(Secretary) Print Name      Signature

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

Phone No.: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_ (SEAL)  
Signature

\_\_\_\_\_  
(Address)

By \_\_\_\_\_ (SEAL)  
Signature

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Revised per Addendum 2

BID BOND

PENAL SUM FORM

BIDDER (Name and Address):

Barcott Construction, LLC  
212-34 Middlefork Road  
Chehalis, WA 98532

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America  
c/o CB&MS of WA., INC.  
PO Box 75715, Seattle, WA 98175

OWNER (Name and Address):

City of Chehalis  
350 N. Market Boulevard, Room 101  
Chehalis, WA 98532

BID

BID DUE DATE: 04-25-2017

PROJECT (Brief Description Including Location):

Coal Creek Sewer Project

Chehalis, WA

BOND

BOND NUMBER: T-035

DATE: (Not later than Bid Due Date): 04-18-2017

PENAL SUM: 5% Five percent of amount bid

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Barcott Construction, LLC

Bidder's Name and Corporate Seal

By:

*[Signature]*  
Signature and Title

Attest:

Signature and Title

SURETY

Travelers Casualty and Surety Company of America

(Seal)

(Seal)

Surety's Name and Corporate Seal

By:

*[Signature]* Attorney in Fact  
Signature and Title Chris A. Fix  
(Attach Power of Attorney)

Witness:

*[Signature]* Admin. Asst.  
Signature and Title

- Note:
- (1) Above addresses are to be used for giving required notice
  - (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221140

Certificate No. 007024037

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Christine V. Fellicetty, N. B. Fix, R. A. Fix, Myung S. Fix, and Chris A. Fix

of the City of Seattle, State of Washington, their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of October, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 25th day of October, 2016 before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin B. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18<sup>th</sup> day of April, 20 17

*Kevin B. Hughes*  
Kevin B. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

**BID FORM**

Project Identification:

City of Chehalis  
Coal Creek Sewer Project

THIS BID IS SUBMITTED TO:

City of Chehalis  
350 North Market Blvd.  
Chehalis, WA 98532

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the contract Documents to perform and furnish all Work as specified or Indicated in the Contract Documents for the Bid Price and within the Bid Times Indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)  

Addendum #1	4/19/17
Addendum #2	4/24/17
  - (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
  - (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

- (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- (e) BIDDER is aware of the general nature of Work to be performed by the Owner or others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) **NON-COLLUSION AFFIDAVIT**  
This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, associated, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

ADDENDUM NO. 1



ISSUE DATE: April 19, 2017  
PROJECT: City of Chehalis  
Coal Creek Sewer Project  
PROJECT NO.: 155.1076  
TIME BIDS DUE: 1:30 P.M., Tuesday, April 25, 2017  
TO: Prospective Bidders and Other Interested Parties

This addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein. The following changes, additions, or alterations to the Contract Documents and/or Drawings are hereby made a part of the requirements and conditions of Addendum No. 1.

Acknowledge receipt of this Addendum in the space provided on the Bid Proposal.

CONTRACT DOCUMENTS

ITEM LOCATION & DESCRIPTION OF CHANGE

1. **Number of Pumps:**  
The Owner of 115 NE Coal Creek Road has not been responsive so they are hereby deleted from the project. Due to this change, several bid items have changed so **ALL BIDDERS MUST USE THE ATTACHED REVISED BID FORM. FAILURE TO USE THE REVISED BID FORM WILL RESULT IN YOUR BID BEING DEEMED NON RESPONSIVE.**
  - A. Bid Form; Use the revised bid form to submit your bid.
  - B. As shown on Drawing C2, only install the connection to the main (pentagon 4) and valve box (pentagon 5) for 115 NE Coal Creek Road.

ITEM LOCATION & DESCRIPTION OF CHANGE

2. **HDD**  
The Contractor may use HDD instead of open cut to install pipeline at his discretion. If HDD is used to install the casing pipe across NE Coal Creek Road, the PSE representative must be present during all drilling activities and the two gas mains must be potholed and left exposed during all drilling activities.
  - A. New Specification Section 02311 Horizontal Direction Drilling is hereby included.

ITEM LOCATION & DESCRIPTION OF CHANGE

3. **Pump Special Provisions Section**  
Replace Bid Item 10: Grinder Pumps with the following;

### BID ITEM 10: GRINDER PUMPS

The Contractor is responsible for purchasing, installing, testing and starting up eight individual packaged grinder pump stations. Seven stations will serve one house each and one station will serve a house and a mobile home on an adjacent lot.

Accessories included with the grinder pumps shall include the following:

- A. Open Wetwell
- B. Wetwell Cover with Vent and activated carbon filter
- C. Electrical Cable
- D. Grinder Pump Alarm Panel/ Circuit Breaker

#### **Grinder Pump Description**

The grinder pumps will be used for single-family residences.

CORE UNIT: The grinder pump station shall be a cartridge type, easily removable core assembly consisting of pump, motor, grinder, all motor controls, check valve, anti-siphon valve, level control, and wiring.

The packaged grinder pumps are to be simplex Hydromatic HPGR200, Submersible Sewage Grinder Pump, Barnes PGPP, or Liberty Pump LSG200, or approved equal.

SHELL: The grinder pumps shall be installed in fiberglass or PVC shell as shown on the drawings. Pumps serving one house shall have a minimum capacity of 80 gallons below the inlet and the shell serving a house and mobile home shall have a minimum capacity of 120 gallons below the inlet. Shell depth is dependent upon inlet pipe depth. Each shell to have check valve, isolation valve and lifting rope. Shell to have three floats for pump control; pump on, pump off and high level alarm.

CONTROL/ALARM PANEL: Each grinder pump station shall include a NEMA 4X, UL-listed control/alarm panel suitable for wall or pole mounting. The NEMA 4X enclosure shall be made of either thermoplastic polyester or fiberglass and include a hinged, lockable cover. The control/alarm panel contains two circuit breakers - one for the pump core's power circuit and one for the alarm circuit. The control/alarm panel shall also contain the following features: external audible and visual alarm; push-to-run switch, push-to-silence switch, and high level alarm capability. Panel to be Orenco Simplex Control Panel, or approved equal. Pump power load is 2 HP.

#### **Execution**

The CONTRACTOR shall pothole the existing building sewer piping to determine the depth of the wetwell (shell) that will be needed to serve the property. The CONTRACTOR shall obtain the correct depth of pump shell required based on the depth of the inlet pipe.

The CONTRACTOR shall be responsible for providing a firm subgrade for the grinder pump station. Six (6) inches of Crushed Surfacing Top Course shall be placed in the excavation bottom prior to installing the grinder pump station. The grinder pump station shall not be set into the excavation until the installation procedures and excavation have been approved by the OWNER'S REPRESENTATIVE. Backfill for the grinder pump excavation shall be per Section 4-04 of the Special Provisions.

The grinder pump unit must not be dropped, rolled or laid on its side for any reason. If the grinder pump unit is damaged by the CONTRACTOR, the CONTRACTOR shall provide an identical pump station at no cost to the OWNER.

The grinder pump wetwell shall have all necessary penetrations molded in and factory sealed or field cored and properly sealed to ensure a leak free installation.

The accessway (without the cover) to the grinder pump station shall be 1'-4" above finished grade. The finished grade shall slope away from the unit.

The diameter of the excavation must be large enough to allow for a concrete anchor/ballast which will be provided and installed by the CONTRACTOR. The amount of concrete required for the ballast is provided in the manufacturer's installation instructions. Prior to pouring the anchor, the grinder pump wet well shall be leveled and filled with water to the bottom of the inlet to help prevent the unit from shifting while the concrete is being poured. The concrete must be manually vibrated to ensure there are no voids. If it is necessary to pour the concrete to a level higher than the inlet piping, an 8" sleeve is required over the inlet prior to the concrete being poured.

The grinder pump station will include either a factory installed or field cored socket or grommet to allow connecting to a 4" PVC SDR 35 influent gravity pipe. The CONTRACTOR shall stubout the 4" PVC gravity piping from the grinder pump to the location where the connection will be made to the existing building sewer piping.

The package pumps will come with a standard power cable provided by the grinder pump manufacturer. This cable shall be wired into the control panel circuit breakers. The electrical cable shall be installed inside a CONTRACTOR-supplied 2-inch PVC conduit from the grinder pump station to the control/alarm panel. The electrical conduit shall be installed with a minimum of 18-inches of cover, or per local code, which ever provides more cover. The grinder pump control/alarm panel shall be mounted per national and local codes at a conspicuous location that is agreeable to the City of Chehalis and the property owner. CONTRACTOR shall provide all hardware required to mount the control/alarm panel. The CONTRACTOR will be responsible for providing electrical service to the control/alarm panel under the Electrical Service Allowance bid item.

#### START-UP/ FIELD TESTING

CONTRACTOR shall coordinate start-up and field testing with the grinder pump manufacturer representative.

## RESTORATION

Properties shall be restored per Section 2-01 and 2-02 of the Special Provisions.

### **Payment**

The unit price cost for the grinder pump stations (Bid Item 10) shall include all costs related to purchasing and installing all of the individual grinder pump assemblies; grinder pump control/alarm panels; and electrical wiring from the pump to the control panels. The costs for providing and installing electrical conduit from the pump to the control panel shall also be incorporated into the unit price for the grinder pump stations. Most installations will require 32 feet or less of electrical cable/conduit. Any additional electrical cable/conduit required beyond 32 feet will be considered incidental to that installation.

Other costs incidental to the grinder pump installation shall include, but not be limited to: excavation; concrete ballast; backfill with native materials; bedding; and compaction. Extra excavation may be required to accommodate a deeper set wetwell depending on local site conditions. The extra excavation is considered incidental to the unit price for installing the grinder pumps and the 4 inch gravity inlet pipe (Bid Item 17).

::

The Pre-Bid meeting sign in sheet is attached hereto.

The Davis-Bacon wage determination is attached hereto.

The Contractor may use the wastewater treatment plant for equipment parking and material laydown.

**END OF ADDENDUM 1**



**REVISED BID FORM per ADDENDUM 1**

Item	Description	Quantity	Unit	Unit Price	Amount
1	Miscellaneous Construction	1	Force Account	\$10,000.00	\$10,000.00
2	Mobilization	1	L.S.		
3	Temporary Traffic Control	1	L.S.		
4	Flaggers and Spotters	70	Hour		
5	Sawcutting	2000	L.F.		
6	Imported Trench Backfill	1200	Ton		
7	Native Soil Trench Backfill	600	C.Y.		
8	Cold Mix Asphalt	5	Ton		
9	HMA Class ½ Inch - PG64-22	15	Ton		
10	Grinder Pumps	8	Each		
11	Locate and Connect to Building Sewer	1	L.S.		
12	1.25" HDPE SDR 11 Service Connection Pipe	800	L.F.		
13	2" HDPE SDR 11 Mainline	400	L.F.		
14	3" HDPE SDR 11 Mainline	580	L.F.		
15	3" HDPE Casing Pipe	60	L.F.		
16	6" HDPE Casing Pipe	40	L.F.		
17	4" PVC Inlet Pipe	500	L.F.		
18	Sewer Service Connection on 2" or 3" Pipe Including Valves	9	Each		
19	3" Isolation Valve Assembly	2	Each		
20	2" Air Vacuum Valve Assembly	2	Each		
21	Flush Port Assembly	1	Each		
22	Seeding, Fertilizing and Mulching	1500	S.Y.		
23	Trench Safety Systems	1	L.S.		
24	Electrical Service Allowance	1	Allowance	\$35,000.00	\$35,000.00
25	Septage Pump and Disposal	12	Per 1,000 gal.		
26	Abandon Existing Onsite Sewer Systems	9	Each		

SUBTOTAL	\$ _____
SALES TAX @ 8.0%	\$ _____
TOTAL	\$ _____

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Revised per Addendum 1

**SECTION 02311  
HORIZONTAL DIRECTIONAL DRILLING AND PIPELINE  
INSTALLATION**

**PART1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and General Provisions for Contract, including General Conditions, Supplementary Conditions and Division 1 – General Requirements, apply to work of this section.

**1.02 Contractor Convenience**

- A. The Contractor may choose to install HDPE pipeline on this project via HDD instead of open cut as his discretion.  
B. If HDD is used to cross NE Coal Creek Road, both gas mains must be potholed and left exposed during all drilling activities while a PSE representative is on site.  
C. Casing pipe and carrier pipe are both required to comply with Ecology water/sewer pipeline separation requirements.  
D. All HDPE pipe that is drilled using HDD must be SDR 9.

**1.03 DESCRIPTION OF WORK**

- A. Furnish all labor, material and equipment necessary to install 2" to 6" SDR 9 HDPE pipe by the horizontally drilled, directionally controlled (HDD) method.

**1.04 QUALITY ASSURANCE**

- A. Contractor Qualifications:

1. Pipelines shall be installed only by a CONTRACTOR experienced in the work. CONTRACTOR's resident superintendent shall have completed a minimum of three directionally drilled pipe installations, 4-inches or greater in diameter and under similar circumstances.

**1.05 SUBMITTALS**

- A. The CONTRACTOR shall prepare a schedule for the Work and submit it to the ENGINEER for review. The schedule shall include all major tasks including the following:

1. Pipe fabrication
2. Pipe delivery
3. Rig mobilization and setup
4. Pipe assembly
5. Target dates
6. Target dates for blockage and/or crossing of public/private roadways and anticipated extension of time for each occurrence.
7. Pilot hole drilling
8. Pre-reaming

9. Pipe pulling
  10. Pipe testing and pre-testing
  11. Restoration and demobilization
  12. Target date for exit from north shore and south shore sites.
  13. Disposal of slurry
- B. The CONTRACTOR shall submit to the ENGINEER documents indicating the capacities of critical equipment components, including pumps, vessels and rig pulling power.
  - C. At least 15 days prior to mobilizing equipment, the CONTRACTOR shall submit his detailed installation plan to the ENGINEER for review. The plan shall include a detailed plan and profile of the bore. This plan must also include calculations showing anticipated maximum pipe stresses during pulling, required drilling fluid pressures, and safety factors for potential drilling fluid blowout.
  - D. Composition: The composition of all drilling fluids used shall be submitted to the ENGINEER for review prior to utilization. No fluid will be utilized that does not comply with permit requirements and environmental regulations.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. 2" to 6" SDR 9 High Density Polyethylene Pipe placed in the bore shall conform to the requirements of these specifications.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Pilot Hole
  1. General: The CONTRACTOR shall install the pipeline by the horizontally drilled, directionally controlled method of construction. The horizontally drilled, directionally controlled method shall consist of the drilling of a small diameter pilot hole in a vertical arc from near the air vacuum valve vault to the connection point near the river's edge followed by an enlarged diameter hole for the pipeline insertion. The exact method, equipment capacities, materials used and techniques for completing the directionally drilled crossing shall be determined by the CONTRACTOR, subject to the requirements of these Specifications.
  2. Instrumentation: The CONTRACTOR shall at all times provide and maintain instrumentation which will accurately locate the pilot hole and measure drilling fluid flow discharge rate and pressure. The OWNER/ENGINEER shall have access to these instruments and their readings at all times.
- B. Geologic Conditions

No geologic boring has been conducted for this project. This is an option for the Contractor and thereby Contractor assumes ALL RISK associated with the use of HDD for this project.

C. Alignment

1. Contractor shall not change the alignment outside of the parameters identified on the drawings without prior approval by the Engineer. Contractor may propose alternate depth and alignment than indicated on the drawings at Contractor's expense. Approval of the route change is at the sole discretion of the Engineer.
2. Contractor shall monitor and record alignment and depth via tracking system. Contractor shall be able to demonstrate horizontal and vertical alignment at all times. Contractor shall contain excess drilling fluid at entry and exit locations. Drilling fluids shall be removed from the site prior to backfilling and site restoration. Contractor shall expose utility crossings to verify depth and alignment prior to commencing drilling work.
3. Bore pits, staging areas and all associated work shall be conducted within the easements and/or City properties as designated on the drawings. Contractor shall use rolled pipe or other approved methods in areas where staging areas are limited. No additional payment shall be made for use of pipe rolls or other methods to contain pipe staging. Designated bore pit and receiving pit areas shown on drawings shall be used unless otherwise allowed. All work required for additional allowed bore pit areas at the request of the Contractor shall be utilized and restored at no additional cost to the Owner.

D. Tolerances

1. The pipeline installed with this method must be located in plan as shown on the drawings, and must be no higher than the elevations shown on the drawings. The CONTRACTOR shall plot the actual horizontal and vertical alignment of the pilot bore at intervals not exceeding 25 feet. This "record drawing" plan and profile shall be updated as the pilot bore is advanced. The CONTRACTOR shall employ experienced personnel to operate the directional drilling equipment and, in particular, the position monitoring and steering equipment. No information pertaining to the position or inclination of the pilot bore shall be withheld from the ENGINEER. At the completion of the pilot hole, the CONTRACTOR shall provide the ENGINEER access to both the entry and exit points such that the points can be surveyed to verify the locations of the points.
2. The entry point location of the pilot hole shall initially penetrate the ground surface at the exact location shown on the drawings.
3. The exit point shall be located within minus 0-feet to plus 25-feet along the length of the pipe and 8-feet on either side perpendicular to the pipe at the exit point location shown. The alignment of the pilot boring must be such that the pipe will lie entirely within the permanent easement lines shown on the drawings. If the pilot bore fails to conform to the above tolerances, the ENGINEER may, at his option, require a new pilot boring be made.

4. Ground entry angle of the drilling head shall be 15 degrees plus 1 or minus 0 degrees. Ground exit angle of the drilling head shall be 10 degrees plus 2 or minus 0 degrees. Profile (depth) of drilled section shall be plus 0 or minus 10 feet from that shown on drawings. The pipeline shall be installed with no high points that might trap air.

### 3.02 DRILLING MUD AND CUTTINGS

- A. Disposal: Disposal of drilling fluids shall be the responsibility of the CONTRACTOR and shall be conducted in compliance with all relevant environmental regulations, right-of-way and work space agreements and permit requirements. All costs related to disposal shall be borne by the CONTRACTOR.
- B. Inadvertent Returns: Drilling fluid returns at locations other than the entry and exit points shall be minimized. CONTRACTOR shall immediately clean up any inadvertent returns in accordance with environmental regulatory requirements.

### 3.03 REAM AND PULL BACK

- A. Prereaming: Prereaming operation shall be conducted at the discretion of the horizontal drilling CONTRACTOR. All provisions of this specification relating to simultaneous reaming and pulling back operations shall also pertain to prereaming operations.
- B. Pulling Loads: CONTRACTOR shall be responsible for determining pulling loads required for his method of installation. Such loads shall be minimized as required to prevent failure of the pipeline during installation.
- C. Torsional Stress: A breakaway swivel shall be used to connect the pipeline pull section to the reaming assembly to minimize torsional stress imposed on the section.
- D. Buckling Stress: CONTRACTOR shall fill the pipe with water, as installation proceeds, as required to prevent buckling and to reduce buoyancy.
- E. Pull Section Support: The pull section shall be supported as it proceeds during pull back so that it moves freely and is not damaged.
- F. Pull Section Length: The pull section shall be installed in one continuous length for each drilled pipe segment.

### 3.04 HYDROSTATIC TESTING

- A. Pipe for drilled sections shall be subjected to the testing requirements as outlined in these specifications.

### 3.05 PIPE HANDLING AND JOINING

- A. In shipping, delivering, and installing, pipe, fittings, and accessories shall be handled in such manner as to insure a sound, undamaged condition. The CONTRACTOR shall be responsible for providing adequate storage for all materials and equipment delivered to

the job site. Pipe and fittings shall be handled and stored in accordance with the manufacturer's recommendations and all necessary precautions shall be taken to prevent damage to the pipe. Exposed pipe during pull-back shall be supported on rollers spaced and aligned so as to preclude damage to water filled pipe. Any piping showing significant kinks, buckles, cuts, gouges, or any other damage which will affect the performance of the pipe shall be removed from the site and replaced with sound material without additional expense to the OWNER. Pipe handling and fusion joining shall be performed in accordance with the requirements of these specifications.

#### PART 4 -- MEASUREMENT AND PAYMENT

- 4.01 Should Contractor choose to use the HDD method, all costs will be paid for under the main line and casing piping unit price bid items as shown on the Bid Form.

-- END OF SECTION 02311 --

Sign-In Sheet  
 City of Chehalis  
 Coal Creek Sewer  
 Pre-Bid Meeting - April 12, 2017 at 1:30 pm

Name and Mailing Address	Company	Phone Numbers		Email
		Office	Cell/Pager	
Brian Garlwinhouse Po Box 8734, OWA, WA 98513	Trenchman	360 485-6160	-	Brian@gTrenchmanSafety.com
NICK ROGNINS	ROGNINS	360-532-5220	-	BIDS@ROGNINS.COM
CRAIG ESPEDAL	ROGNINS	360-532-5220	-	BIDS@ROGNINS.COM
Mike Duman Po Box 14307 Tumwater	WISEMAN CIVIL	360-705-0571		Mike@wisemanctfwi.com
Mike Hoskison	PumpTrak	(425)694-8501		mhoskison@pumptraknw.com
Phil Segen	Pepe & Sons	253 851 6040		phil@pepeinc.com
Garrett Overwood	Barnfield Const	360 288 9237		Garrett@BarnfieldConstructionInc.com
Patrick Whiters	City of Chehalis	360-259-3657		patrick@cityofchehalis.com
Jason Harsbuss	Harsbuss Construction	253 335 1499		harsbussconstruction@gmail.com
MIKE MALSINK	91145 & ALSON	360 352 1120		MALSINK@GIBBS-ALSON.COM



General Decision Number: HA170076 03/03/2017 HA76

Superseded General Decision Number: HA20160076

State: Washington

Construction Type: Heavy  
including water sewer line construction

County: Lewis County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/vhd/govcontracts](http://www.dol.gov/vhd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	03/03/2017

\* CARP0770-001 06/01/2016

	Rate	Fringes
CARPENTER (Including Forework)...	\$ 40.92	14.59
HILLRIGHT.....	\$ 42.42	14.59

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT HILLRIGHTS AND PILSDRIVERS)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bruxton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Waquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - HILLRIGHT AND PILSDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$ .70/hour
Over 45 radius miles	\$1.60/hour

ELSC0076-005 09/01/2016

	Rate	Fringes
ELECTRICIAN.....	\$ 36.41	24.38

RNG10612-014 06/01/2014

	Rate	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 30.39	17.40
GROUP 1AA.....	\$ 38.96	17.40
GROUP 1AAA.....	\$ 39.52	17.40
GROUP 1.....	\$ 37.84	17.40
GROUP 2.....	\$ 37.35	17.40
GROUP 3.....	\$ 36.93	17.40
GROUP 4.....	\$ 34.67	17.40

Zone Differential (Add to Zone 1 rates):  
Zone 2 (26-45 radius miles) = \$1.00  
Zone 3 (Over 45 radius miles) = \$1.00

BASPOINTS: CENTRALIA, OLYMPIA, TACOMA

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

- GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)
- GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower cranes over 175 ft in height, base to boom; Excavator/Trackhoe, Backhoe; Over 90 metric tons
- GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Excavator/Trackhoe, Backhoe; over 50 metric tons to 90 metric tons; LOADERS-8 yards and over
- GROUP 1 - Cranes 46 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator/Trackhoe, Backhoe; over 30 metric tons to 50 metric tons; Loaders- 6 yards to, but not including, 8 yards
- GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Excavator/Trackhoe, Backhoe; 15 to 30 metric tons; Loader-under 6 yards; Drilling Machine; Grader-finishng
- GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane over 19 tons; Excavator/Trackhoe, Backhoe; under 15 metric tons; Forklift; 3000 lbs and over with attachments; Oiler; Grader-nonfinishng; Boom Truck over 19 tons
- GROUP 4 -Cranes-A frame-10 tons and under; Forklift; under 3000 lbs with attachments; Boom Truck 10 Tons and under

**HANDLING OF HAZARDOUS WASTE MATERIALS:** Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

- H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$ .50 per hour.
- H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.
- H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.
- H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

IRON0086-012 07/01/2016

	Rates	Fringes
Ironworker (REINFORCING & STRUCTURAL)	\$ 40.52	24.71

LAB00252-003 06/01/2016

**ZONE 1:**

	Rates	Fringes
<b>LABORER</b>		
GROUP 2	\$ 25.79	10.30
GROUP 3	\$ 22.29	10.30
GROUP 4	\$ 31.08	10.30
GROUP 5	\$ 33.62	10.30

**ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):**  
 ZONE 2 - \$1.00  
 ZONE 3 - \$1.30

**BASE POINTS:** BELLINGHAM, MT. VERMONT, EVERETT, SEATTLE, KENNY, TACOMA, OLYMPIA, CANTON, ABERDEEN, SHELTON, PT. TOWNSEND, FT. ANGLE, AND BREWERTON

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
- ZONE 3 - More than 45 radius miles from the respective city hall

**LABORERS CLASSIFICATIONS**

- GROUP 2: Plogger
- GROUP 3: General or Common Laborer; Mason Tender-Cement/Concrete; Chipping Guns (Under 30 lbs)
- GROUP 4: Grade Checker; Pipe Layer; Chipping Guns (Over 30 lbs)
- GROUP 5: Mason Tender-Brick

PA110005-009 07/01/2015

	Rate	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 23.05	10.85

PLAS0578-004 06/01/2016

	Rate	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 39.52	16.04

SUMA2009-042 08/07/2009

	Rate	Fringes
FENCE ERECTOR.....	\$ 15.00	0.00
LABORER: Landscap.....	\$ 14.67	0.00
OPERATOR: Bulldozer.....	\$ 29.26	0.00
OPERATOR: Mechanic.....	\$ 25.00	0.00
OPERATOR: Roller.....	\$ 25.25	8.20
PIPEFITTER.....	\$ 33.30	6.51
TRUCK DRIVER: Dump Truck.....	\$ 22.82	5.86
TRUCK DRIVER: Water Truck.....	\$ 24.36	8.30
TRUCK DRIVER: 10 Yard Truck.....	\$ 24.61	8.34

WELDERS - Receive rate proscribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.6 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the (ited type) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

**Union Rate Identifiers**

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAW" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLAS0198-005 07/01/2014. PLAS is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

**Survey Rate Identifiers**

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

**Union Average Rate Identifiers**

Classification(s) listed under the UAWG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. Example: UAWG-OH-0010 08/29/2014. UAWG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAWG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

**WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

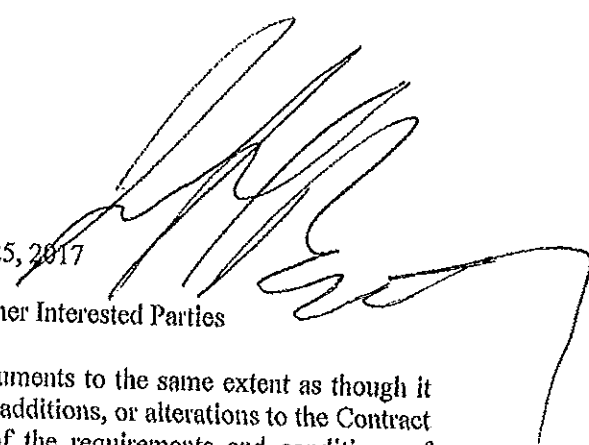
Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

ADDENDUM NO. 2

ISSUE DATE: April 24, 2017  
PROJECT: City of Chehalis  
Coal Creek Sewer Project  
PROJECT NO.: 155.1076  
TIME BIDS DUE: 1:30 P.M., Tuesday, April 25, 2017  
TO: Prospective Bidders and Other Interested Parties



This addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein. The following changes, additions, or alterations to the Contract Documents and/or Drawings are hereby made a part of the requirements and conditions of Addendum No. 2.

Acknowledge receipt of this Addendum in the space provided on the Bid Proposal.

CONTRACT DOCUMENTS

ITEM LOCATION & DESCRIPTION OF CHANGE

- A. Bid Form; Use the revised bid form to submit your bid. The revised bid form with Addendum 1 did not replace the entire form including signature blocks. This version does include the signature blocks.

ALL BIDDERS MUST USE THE ATTACHED REVISED BID FORM PER ADDENDUM 2.

- B. Bidder's Checklist, Item 6. It is not necessary to acknowledge the addendums on each addendum.

END OF ADDENDUM 2

**BID FORM**

Project Identification:

City of Chehalis  
Coal Creek Sewer Project

THIS BID IS SUBMITTED TO:

City of Chehalis  
350 North Market Blvd.  
Chehalis, WA 98532

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)  
  
\_\_\_\_\_  
  
\_\_\_\_\_
  - (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
  - (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

- (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- (e) BIDDER is aware of the general nature of Work to be performed by the Owner or others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) **NON-COLLUSION AFFIDAVIT**  
This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.



4. BIDDER will complete the Work in accordance with the Contract Documents for the following unit price not including sales tax per the General Conditions, paragraph 11.9.1.

The bidder shall bid on all of the Bid Items. Failure to bid on any Bid Items will qualify the bid as non-responsive. Award shall be based on the lowest responsive responsible bid.

Item	Description	Quantity	Unit	Unit Price	Amount
1	Miscellaneous Construction	1	Force Account	\$10,000.00	\$10,000.00
2	Mobilization	1	L.S.		
3	Temporary Traffic Control	1	L.S.		
4	Flaggers and Spotters	70	Hour		
5	Sawcutting	2000	L.F.		
6	Imported Trench Backfill	1200	Ton		
7	Native Soil Trench Backfill	600	C.Y.		
8	Cold Mix Asphalt	5	Ton		
9	HMA Class ½ Inch - PG64-22	15	Ton		
10	Grinder Pumps	8	Each		
11	Locate and Connect to Building Sewer	1	L.S.		
12	1.25" HDPE SDR 11 Service Connection Pipe	800	L.F.		
13	2" HDPE SDR 11 Mainline	400	L.F.		
14	3" HDPE SDR 11 Mainline	580	L.F.		
15	3" HDPE Casing Pipe	60	L.F.		
16	6" HDPE Casing Pipe	40	L.F.		
17	4" PVC Inlet Pipe	500	L.F.		
18	Sewer Service Connection on 2" or 3" Pipe Including Valves	9	Each		
19	3" Isolation Valve Assembly	2	Each		
20	2" Air Vacuum Valve Assembly	2	Each		
21	Flush Port Assembly	1	Each		
22	Seeding, Fertilizing and Mulching	1600	S.Y.		
23	Trench Safety Systems	1	L.S.		
24	Electrical Service Allowance	1	Allowance	\$35,000.00	\$35,000.00
26	Septage Pump and Disposal	12	Per 1,000 gal.		
26	Abandon Existing Onsite Sewer Systems	9	Each		

SUBTOTAL	\$ _____
SALES TAX @ 8.0%	\$ _____
TOTAL	\$ _____

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Unit Prices have been computed in accordance with paragraph 11.03 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially complete within **sixty (60) calendar days** after the date when the Contract Times commences to run as provided in paragraph 2.03 of the General Conditions. All work shall be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **seventy (70) calendar days**.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:
- (a) Required Bid Security in the form of a certified or bank check or a Bid Bond made payable to the Owner.
  - (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in the Bid.

7. Communications concerning this Bid shall be addressed to the BIDDER's representative at the following address:

Bidder's Representative \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_\_

State Contractor License No. \_\_\_\_\_

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



A Corporation

By \_\_\_\_\_  
(Corporation Name)

Business address: \_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Person authorized to sign) Print Name      Signature

Attest \_\_\_\_\_  
(Secretary) Print Name      Signature

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

Phone No.: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_ (SEAL)  
Signature

\_\_\_\_\_  
(Address)

By \_\_\_\_\_ (SEAL)  
Signature

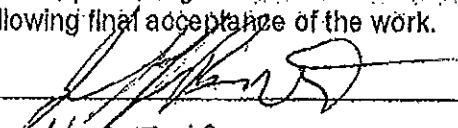
\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Revised per Addendum 2

**DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE**

- A. I hereby elect to have the retained percentage of this contract held in a fund by the Owner until thirty (30) days following final acceptance of the work.

Signed 

Date 4-25-17

- B. I hereby elect to have the Owner invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.010, .020, and .050.

I hereby designate \_\_\_\_\_ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The Owner shall not be liable in any way for any costs or fees in connection therewith.

Signed \_\_\_\_\_

Date \_\_\_\_\_



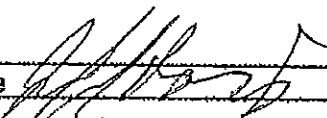
ATTACHMENT 3

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies, further, that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in this file.

\_\_\_\_\_  
Signature  Date 4/25/17  
Jeff Barcott OWNER  
\_\_\_\_\_  
Name and title of signer (please type)

THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL

ATTACHMENT 4

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATION OF WORKERS: NON-DISCRIMINATION IN EMPLOYMENT

TO: \_\_\_\_\_  
(name of union or organization of worker)

The undersigned currently holds contract(s) with \_\_\_\_\_  
(name of applicant)

\_\_\_\_\_ involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION  
RECRUITMENT AND ADVERTISING  
RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(contractor or subcontractor(s))

RACOTT Construction  
4-25-17 (Date)







**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Click here to enter text.		Project Name City of Chehalis, Coal Creek Sewer Project	
Bid/ Proposal No. 155.1076	Assistance Agreement ID No. (if known) Click here to enter text.	Point of Contact Click here to enter text.	
Address PO Box 366, Chehalis WA 98532			
Telephone No. 3608275552		Email Address Click here to enter text.	
Prime Contractor Name Barcott Construction LLC		Issuing/Funding Entity Department of Ecology	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Price of Work Submitted to the Prime Contractor
Click here to enter text.	Click here to enter text.	Click here to enter text.
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: Click here to enter text.		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> Unknown

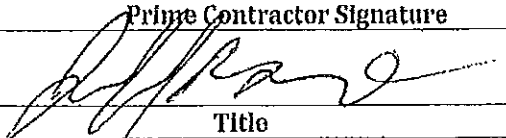
<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	Jeff Buresh
<b>Title</b>	<b>Date</b>
Owner	4/25/2017

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>
Click here to enter text.	Click here to enter text.



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Barcott Construction LLC		Project Name City of Chehalis, Coal Creek Sewer Project	
Bid/ Proposal No. 155.1076	Assistance Agreement ID No. (if known) Click here to enter text.	Point of Contact 360-827-5552	
Address 366 PO Box Chehalis WA 98532			
Telephone No. 360-827-5552		Email Address keianabarcott@gmail.com	
Issuing/Funding Entity Department of Ecology			

I have identified potential DBE certified subcontractors <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
If yes, please complete the table below. If no, please explain: Click here to enter text.			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Estimated Dollar Amount	Currently DBE Certified?
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Add more lines if needed

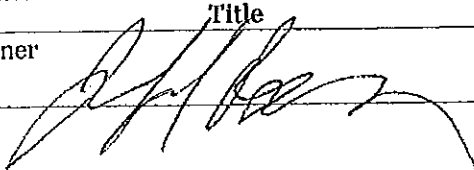
<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Jeff Barcott
Title	Date
Owner 	4/25/2017

**CITY OF CHEHALIS CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Lilly Wall, Recreation Manager

**MEETING OF:** May 22, 2017

**SUBJECT:** Ordinance No. 971-B – Amending Appendix Chapter “A” (Schedule of Fees and Charges) of the Uniform Development Regulations for the Swimming Pool Fee Schedule

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**ISSUE**

After completing two full seasons of evaluating fees and hours of operation at the Aquatics Center, staff is recommending changes relating to both fees and hours.

**DISCUSSION**

Having the opportunity to evaluate fees and hours of operation for two full seasons, the administration is recommending offering a set schedule of Monday – Sunday with a standard admission fee of \$5.00 for all users during swims offered to the general public. There are currently varying times and fees making it confusing for both patrons and staff. This will simplify the schedule and assist with making entry into the facility more efficient.

A discount for military personnel is frequently requested from facility users, the administration is recommending a \$1.00 military discount.

“Open Swim” participation numbers were tracked during the past two seasons and showed that approximately 74% of users travel from outside the 98532 zip code area. To encourage additional use, and to show appreciation to our local residents, the administration is recommending a pilot program that would offer a \$40.00 per person season pass to Chehalis School District residents. Season pass holders would receive priority admittance at the beginning of each session and unlimited use during open swim and lap swim for the 2017 season.

**FISCAL IMPACT**

The fiscal impact of the fee changes for the 2017 season is unknown. The impact on revenue and season attendance will be evaluated after the season.

**RECOMMENDATION**

It is recommended that the City Council suspend the rules requiring two readings of an ordinance and pass Ordinance No. 971-B to amend Appendix Chapter "A" (Schedule of Fees and Charges) of the Uniform Development Regulations on the first and final reading.

**SUGGESTED MOTION**

I move that the City Council suspend the rules requiring two readings of an ordinance and pass Ordinance No. 971-B to amend Appendix Chapter "A" (Schedule of Fees and Charges) of the Uniform Development Regulations on the first and final reading.

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

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, AMENDING THE SWIMMING POOL FEES AS DEPICTED IN THE UNIFORM DEVELOPMENT REGULATIONS APPENDIX CHAPTER A SCHEDULE OF FEES AND CHARGES AND DECLARING AN EFFECTIVE DATE HEREOF.**

**THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1.** The swimming pool fee schedule shall read as follows:

**Swimming Pool Fees**

Admission for all ages - \$5.00

Swimming Pool Private Rental for 1 hour – includes 8 staff & use of common room \$200.00

Swimming Pool Private Rental for 1 hour - \$3.00 per participant up to 201

Swimming Pool Rental – Room plus 25 admit during open swim \$125.00

Swimming Lessons - \$40.00

Swimming Lessons, extra, after 2 - \$35.00

Senior Citizen and Military Discount - \$1.00

Season Pass - \$40.00

In all other respects, Appendix Chapter A of Uniform Development Regulations shall remain in full force and affect.

**Section 2.** The effective day of this Ordinance shall be the \_\_\_ day of \_\_\_\_\_, 2017.

**PASSED** by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Dennis L. Dawes, Mayor

Attest:

\_\_\_\_\_  
Judith A. Schave, City Clerk

Approved as to form and for content:

\_\_\_\_\_  
William T. Hillier, City Attorney

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council  
**FROM:** Jill Anderson, City Manager  
**BY:** Judy Pectol, Finance Manager  
**MEETING OF:** May 22, 2017  
**SUBJECT:** Finance Report for Four Months Ending April 2017

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**ISSUE**

Staff would like to present the City Council with information regarding the city's financial results of operations for the four months ending April 2017.

**DISCUSSION**

After four months of operation, the financial situation holds no substantial surprises. Several line items need adjustments and the first budget amendment for the year is scheduled to come before the City Council on June 12, 2017.

That budget amendment will also include increases for estimated revenues and appropriations for grant projects carried over from 2016. This will include \$541,100 for the I & I project in the Wastewater Fund, which will make the Capital Outlay expenses in that fund look more reasonable.

**FISCAL IMPACT**

As shown.

**RECOMMENDATION**

It is recommended that the City Council review this information and let staff know if there are any questions.

**SUGGESTED MOTION**

N/A



To: The Honorable Mayor and Council  
 Via: Tracie J Anderson, City Manager  
 From: Judy Pectol, Finance Manager  
 Prepared by: Betty Brooks, Payroll Accountant  
 Date: May 10, 2017  
 Subject: Monthly Financial Reports for April

City of Chehalis  
 Comparative Financial Reports  
 April 2016 and 2017

GENERAL FUND (#001) REVENUES	A April 2016		B Actual		C=B/A		D Budget		E April 2017		F=E/D		G Expected % Rec'd*		H^ Var'nc from Expected		I=F-G % Variance	
	Budget	Actual	Budget	Actual	Rec'd	%	Budget	Actual	Rec'd	%	Expected % Rec'd*	Rec'd	%	Expected % Rec'd*	Var'nc from Expected	%	Variance	
General Property Taxes	\$1,276,948	\$89,609	\$1,464,432	\$83,287	7.0%	7.0%	\$1,464,432	\$83,287	5.7%	5.7%	33.3%	5.7%	33.3%	33.3%	(\$404,369)	-27.6%		
EMS Property Taxes	304,886	21,011	328,028	19,718	6.9%	6.9%	328,028	19,718	6.0%	6.0%	33.3%	6.0%	33.3%	33.3%	(89,515)	-27.3%		
Sales & Use Tax	3,772,472	1,229,921	4,044,090	1,372,885	32.6%	32.6%	4,044,090	1,372,885	33.9%	33.9%	33.3%	33.9%	33.3%	26,203	0.6%			
Electricity Tax	495,100	158,258	505,002	187,063	32.0%	32.0%	505,002	187,063	37.0%	37.0%	33.3%	37.0%	33.3%	18,898	3.7%			
Gas/Natural Gas Tax	217,725	78,785	240,202	86,388	36.2%	36.2%	240,202	86,388	36.0%	36.0%	33.3%	36.0%	33.3%	6,401	2.7%			
Criminal Justice Tax	105,050	34,377	106,101	38,002	32.7%	32.7%	106,101	38,002	35.8%	35.8%	33.3%	35.8%	33.3%	2,670	2.5%			
Main Street B & O Credit	0	0	0	0	0.0%	0.0%	0	0	100.0%	100.0%	33.3%	100.0%	33.3%	41,250	66.7%			
Water/Sewer B & O Tax	452,900	158,005	464,727	187,112	34.9%	34.9%	464,727	187,112	40.3%	40.3%	33.3%	40.3%	33.3%	32,358	7.0%			
Garbage Tax	81,900	15,884	81,900	16,408	19.4%	19.4%	81,900	16,408	20.0%	20.0%	33.3%	20.0%	33.3%	(10,865)	-13.3%			
Cable Tax	133,485	53,363	135,500	52,953	40.0%	40.0%	135,500	52,953	39.1%	39.1%	33.3%	39.1%	33.3%	7,832	5.8%			
Telephone Tax	275,000	89,878	260,000	83,626	32.7%	32.7%	260,000	83,626	32.2%	32.2%	33.3%	32.2%	33.3%	(2,954)	-1.1%			
Leasehold Excise Tax	41,000	9,508	43,050	13,741	23.2%	23.2%	43,050	13,741	31.9%	31.9%	33.3%	31.9%	33.3%	(595)	-1.4%			
Timber Excise Tax	45	0	45	0	0.0%	0.0%	45	0	0.0%	0.0%	33.3%	0.0%	33.3%	(15)	-33.3%			
<b>Total Tax Revenues</b>	<b>7,156,511</b>	<b>1,938,599</b>	<b>7,673,077</b>	<b>2,182,433</b>	<b>27.1%</b>	<b>27.1%</b>	<b>7,673,077</b>	<b>2,182,433</b>	<b>28.4%</b>	<b>28.4%</b>	<b>33.3%</b>	<b>28.4%</b>	<b>33.3%</b>	<b>(372,701)</b>	<b>-4.9%</b>			
Licenses & Permits	157,050	88,160	210,550	68,051	56.1%	56.1%	210,550	68,051	32.3%	32.3%	33.3%	32.3%	33.3%	(2,062)	-1.0%			
Intergov't. Grants/Entitlements	450,645	49,309	183,661	56,502	10.9%	10.9%	183,661	56,502	30.8%	30.8%	33.3%	30.8%	33.3%	(4,657)	-2.5%			
Charges for Goods and Svcs.	371,196	60,321	326,265	74,813	16.3%	16.3%	326,265	74,813	22.9%	22.9%	33.3%	22.9%	33.3%	(33,833)	-10.4%			
Fines and Forfeitures	147,420	53,556	144,770	39,443	36.3%	36.3%	144,770	39,443	27.2%	27.2%	33.3%	27.2%	33.3%	(8,765)	-6.1%			
Interest Earnings	11,890	7,247	15,990	7,486	61.0%	61.0%	15,990	7,486	46.8%	46.8%	33.3%	46.8%	33.3%	2,161	13.5%			
Rents & Royalties	71,280	25,381	82,100	23,712	35.6%	35.6%	82,100	23,712	28.9%	28.9%	33.3%	28.9%	33.3%	(3,627)	-4.4%			
Donations/Contributions	87,000	7,000	0	11,519	100.0%	100.0%	0	11,519	100.0%	100.0%	33.3%	100.0%	33.3%	11,519	0.0%			
Misc. Revenue/Insurance	29,385	14,297	29,385	8,774	48.7%	48.7%	29,385	8,774	29.9%	29.9%	33.3%	29.9%	33.3%	(1,011)	-3.4%			
Non-Revenues	142,435	46,084	148,351	32,264	32.4%	32.4%	148,351	32,264	21.7%	21.7%	33.3%	21.7%	33.3%	(17,137)	-11.6%			
<b>Total Non-Tax Revenues</b>	<b>1,468,301</b>	<b>351,355</b>	<b>1,141,072</b>	<b>322,564</b>	<b>23.9%</b>	<b>23.9%</b>	<b>1,141,072</b>	<b>322,564</b>	<b>28.3%</b>	<b>28.3%</b>	<b>33.3%</b>	<b>28.3%</b>	<b>33.3%</b>	<b>(57,413)</b>	<b>-5.0%</b>			
	<b>\$8,624,812</b>	<b>\$2,289,954</b>	<b>\$8,814,149</b>	<b>\$2,504,997</b>	<b>26.6%</b>	<b>26.6%</b>	<b>\$8,814,149</b>	<b>\$2,504,997</b>	<b>28.4%</b>	<b>28.4%</b>	<b>33.3%</b>	<b>28.4%</b>	<b>33.3%</b>	<b>(\$430,114)</b>	<b>-4.9%</b>			

Key:

\* The expected percentage is calculated as follows: since the report is for the 4th month of the year, 4 is divided by 12-the number of months in the year.

^To calculate the dollar variance between expected and actual expenditures, the following formula is used:

H=(D\*G) - E (i.e. (annual budgeted amount x expected % expended) - actual expenditures.)

City of Chehalis  
Comparative Financial Reports  
April 2016 and 2017

GENERAL FUND (#001) EXPENDITURES	A April 2016		B		C=B/A		D April 2017		E		F=E/D		G		H^		I=G-F	
	Budget	Actual	Actual	Exp'd	% Exp'd	Budget	Actual	Actual	Exp'd	% Exp'd	Expected	% Exp*	Variance	Expected	% Exp*	Variance	%	
City Council	\$98,657	\$39,890	177,113	40.4%	33.9%	\$92,351	\$22,702	24.6%	24.6%	33.3%	\$8,051	8.7%	\$8,051	8.7%	\$8,051	8.7%	8.7%	
Municipal Court	522,105	177,113	126,379	33.9%	33.9%	480,523	134,348	28.0%	28.0%	33.3%	25,666	5.3%	25,666	5.3%	25,666	5.3%	5.3%	
City Manager	308,708	126,379	120,515	40.9%	40.9%	312,582	48,516	15.5%	15.5%	33.3%	55,574	17.8%	55,574	17.8%	55,574	17.8%	17.8%	
Finance	228,295	120,515	32,639	52.8%	52.8%	231,511	85,294	36.8%	36.8%	33.3%	(8,201)	-3.5%	(8,201)	-3.5%	(8,201)	-3.5%	-3.5%	
City Clerk	78,878	32,639	0	41.4%	41.4%	79,915	19,902	24.9%	24.9%	33.3%	6,710	8.4%	6,710	8.4%	6,710	8.4%	8.4%	
Facilities and Parks	0	0	114,439	0.0%	0.0%	791,001	285,409	36.1%	36.1%	33.3%	(22,006)	-2.8%	(22,006)	-2.8%	(22,006)	-2.8%	-2.8%	
Non-Departmental	542,916	114,439	41,603	21.1%	21.1%	611,351	225,415	36.9%	36.9%	33.3%	(21,835)	-3.6%	(21,835)	-3.6%	(21,835)	-3.6%	-3.6%	
Human Resources	85,553	41,603	961,052	48.6%	48.6%	80,584	31,401	39.0%	39.0%	33.3%	(4,567)	-5.7%	(4,567)	-5.7%	(4,567)	-5.7%	-5.7%	
Police	2,751,643	961,052	694,170	34.9%	34.9%	2,927,678	1,014,180	34.6%	34.6%	33.3%	(39,263)	-1.3%	(39,263)	-1.3%	(39,263)	-1.3%	-1.3%	
Fire	2,048,797	694,170	131,739	33.9%	33.9%	2,211,515	890,573	40.3%	40.3%	33.3%	(154,139)	-7.0%	(154,139)	-7.0%	(154,139)	-7.0%	-7.0%	
Public Works - Streets Planning & Building	758,249	131,739	0	17.4%	17.4%	588,527	140,590	23.9%	23.9%	33.3%	55,389	9.4%	55,389	9.4%	55,389	9.4%	9.4%	
Recreation	0	0	0	0.0%	0.0%	359,957	115,547	32.1%	32.1%	33.3%	4,319	1.2%	4,319	1.2%	4,319	1.2%	1.2%	
Community Development	1,688,294	519,996	519,996	30.8%	30.8%	482,185	128,573	26.7%	26.7%	33.3%	31,995	6.6%	31,995	6.6%	31,995	6.6%	6.6%	
	\$9,112,095	\$2,959,535	\$2,959,535	32.5%	32.5%	\$9,249,680	\$3,142,450	34.0%	34.0%	33.3%	(\$62,307)	-0.7%	(\$62,307)	-0.7%	(\$62,307)	-0.7%	-0.7%	

Net Budget/Income/Variance: (\$487,283) (\$669,581) (\$435,531) (\$637,453) (\$492,421)

Key:

\* The expected percentage is calculated as follows: since the report is for the 4th month of the year, 4 is divided by 12-the number of months in the year.

^To calculate the dollar variance between expected and actual expenditures, the following formula is used:

H=(D\*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

City of Chehalis  
Comparative Financial Reports  
April 2016 and 2017

WASTEWATER FUND (#404) REVENUES	A		B		C=B/A		D		E		F=E/D		G		H^A		I=F-G	
	Budget	April 2016 Actual	% Rec'd	Budget	Actual	% Rec'd	Budget	April 2017 Actual	% Rec'd	Expected % Rec'd*	Variance Expected	% Variance	Expected % Rec'd*	Variance Expected	% Variance			
Non-Revenue - Loans	\$1,400,000	\$0	0.0%	\$275,000	\$0	0.0%	\$0	0.0%	33.3%	(\$91,575)	0.0%	33.3%	(\$91,575)	0.0%				
Wastewater Fees	4,818,053	1,800,067	37.4%	5,289,972	1,732,456	32.7%	1,732,456	32.7%	33.3%	(29,105)	-0.6%	33.3%	(29,105)	-0.6%				
Sewer Connection/Misc. Fees	30,000	0	0.0%	60,000	0	0.0%	0	0.0%	33.3%	(19,980)	-33.3%	33.3%	(19,980)	-33.3%				
Rentals	3,545	3,545	100.0%	3,545	3,545	100.0%	3,545	100.0%	33.3%	2,364	66.7%	33.3%	2,364	66.7%				
Misc. Revenues/Insurance	3,000	1,940	64.7%	3,000	536	17.9%	536	17.9%	33.3%	(463)	-15.4%	33.3%	(463)	-15.4%				
Non-Revenue Tax Receipts	555	502	90.5%	555	498	89.7%	498	89.7%	33.3%	313	56.4%	33.3%	313	56.4%				
Intergovernmental Receipts	0	0	0.0%	0	13,412	100.0%	13,412	100.0%	33.3%	13,412	66.7%	33.3%	13,412	66.7%				
Proceeds of Long-Term Debt	0	28,576	100.0%	0	574,953	100.0%	574,953	100.0%	33.3%	574,953	66.7%	33.3%	574,953	66.7%				
Fines and Forfeitures	50,000	19,659	0.0%	50,000	16,637	33.3%	16,637	33.3%	33.3%	(13)	0.0%	33.3%	(13)	0.0%				
Interest Earnings	2,459	0	0.0%	3,000	8,225	274.2%	8,225	274.2%	33.3%	7,226	240.9%	33.3%	7,226	240.9%				
<b>Total</b>	<b>\$6,307,612</b>	<b>\$1,854,289</b>	<b>29.4%</b>	<b>\$5,685,072</b>	<b>\$2,350,262</b>	<b>41.3%</b>	<b>\$2,350,262</b>	<b>41.3%</b>	<b>33.3%</b>	<b>\$457,133</b>	<b>8.0%</b>	<b>33.3%</b>	<b>\$457,133</b>	<b>8.0%</b>				

WASTEWATER FUND (#404) EXPENSES	A		B		C=B/A		D		E		F=E/D		G		H^A		I=G-F	
	Budget	April 2016 Actual	% Exp'd	Budget	Actual	% Exp'd	Budget	April 2017 Actual	% Exp'd	Expected % Exp*	Variance Expected	% Variance	Expected % Exp*	Variance Expected	% Variance			
Operating Expenses	\$2,723,260	\$682,758	25.1%	\$2,804,925	\$888,664	31.7%	\$888,664	31.7%	33.3%	\$45,376	1.6%	33.3%	\$45,376	1.6%				
Capital Outlay	1,467,900	34,223	2.3%	473,000	586,611	124.0%	586,611	124.0%	33.3%	(429,102)	-90.7%	33.3%	(429,102)	-90.7%				
Debt Principal	1,834,840	93,081	5.1%	1,846,181	94,188	5.1%	94,188	5.1%	33.3%	520,590	28.2%	33.3%	520,590	28.2%				
Interest Expense	34,188	9,962	29.1%	43,937	8,896	20.2%	8,896	20.2%	33.3%	5,735	13.1%	33.3%	5,735	13.1%				
Transfers Out	32,500	0	0.0%	0	0	0.0%	0	0.0%	33.3%	0	33.3%	33.3%	0	33.3%				
<b>Total</b>	<b>\$6,092,688</b>	<b>\$820,024</b>	<b>13.5%</b>	<b>\$5,168,043</b>	<b>\$1,578,359</b>	<b>30.5%</b>	<b>\$1,578,359</b>	<b>30.5%</b>	<b>33.3%</b>	<b>\$142,599</b>	<b>2.8%</b>	<b>33.3%</b>	<b>\$142,599</b>	<b>2.8%</b>				

Net Budget/Income/Variance: \$214,924 \$1,034,265  
\$517,029 \$771,903  
\$599,732

Key:

\* The expected percentage is calculated as follows: since the report is for the 4th month of the year, 4 is divided by 12-the number of months in the year.

^To calculate the dollar variance between expected and actual expenditures, the following formula is used:

H=(D\*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

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WATER FUND (#405) REVENUES	A April 2016		B		C=B/A		D April 2017		E		F=E/D		G		H^		I=F-G	
	Budget	Actual	Budget	Actual	% Rec'd	% Rec'd	Budget	Actual	Budget	Actual	% Rec'd	% Rec'd	Expected % Exp'd*	Expected % Exp'd*	Var'nc from Expected	Var'nc from Expected	% Variance	% Variance
Intergovernmental Revenues	\$0	\$0	\$0	\$0	100.0%	100.0%	\$0	\$0	\$0	\$0	0.0%	0.0%	33.3%	33.3%	\$0	\$0	100.0%	100.0%
Water Sales	\$2,351,387	\$759,381	\$2,613,600	\$758,008	32.3%	29.0%	\$2,613,600	\$758,008	\$2,613,600	\$758,008	29.0%	29.0%	33.3%	33.3%	(112,321)	(112,321)	-4.3%	-4.3%
Water Connection/Misc. Fees	10,000	3,535	75,000	3,807	35.4%	5.1%	75,000	3,807	75,000	3,807	5.1%	5.1%	33.3%	33.3%	(21,168)	(21,168)	-28.2%	-28.2%
Misc. Revenues/Insurance	2,121	3,394	2,121	454	160.0%	21.4%	2,121	454	2,121	454	21.4%	21.4%	33.3%	33.3%	(8)	(8)	-11.9%	-11.9%
Non-Revenue Tax Receipts	100	260	150	42	0.0%	27.7%	150	42	150	42	27.7%	27.7%	33.3%	33.3%	(8)	(8)	-5.6%	-5.6%
Proceeds of Long-Term Debt	1,464,500	0	1,000,000	0	0.0%	0.0%	1,000,000	0	1,000,000	0	0.0%	0.0%	33.3%	33.3%	(333,000)	(333,000)	-33.3%	-33.3%
Fines and Forfeitures	25,000	9,534	28,000	10,285	0.0%	36.7%	28,000	10,285	28,000	10,285	36.7%	36.7%	33.3%	33.3%	961	961	3.4%	3.4%
Interest Earnings	6,275	371	9,750	6,657	5.9%	68.3%	9,750	6,657	9,750	6,657	68.3%	68.3%	33.3%	33.3%	3,410	3,410	35.0%	35.0%
<b>Total</b>	<b>\$3,859,383</b>	<b>\$776,475</b>	<b>\$3,728,621</b>	<b>\$779,252</b>	<b>20.1%</b>	<b>20.9%</b>	<b>\$3,728,621</b>	<b>\$779,252</b>	<b>\$3,728,621</b>	<b>\$779,252</b>	<b>20.9%</b>	<b>20.9%</b>	<b>33.3%</b>	<b>33.3%</b>	<b>(\$462,378)</b>	<b>(\$462,378)</b>	<b>-12.4%</b>	<b>-12.4%</b>

WATER FUND (#405) EXPENSES	A April 2016		B		C=B/A		D April 2017		E		F=E/D		G		H^		I=G-F	
	Budget	Actual	Budget	Actual	% Exp'd	% Exp'd	Budget	Actual	Budget	Actual	% Exp'd	% Exp'd	Expected % Exp'd*	Expected % Exp'd*	Var'nc from Expected	Var'nc from Expected	% Variance	% Variance
Operating Expenses	\$1,888,309	\$525,089	\$1,930,577	\$663,991	27.8%	34.4%	\$1,930,577	\$663,991	\$1,930,577	\$663,991	34.4%	34.4%	33.3%	33.3%	(\$21,109)	(\$21,109)	-1.1%	-1.1%
Capital Outlay	1,847,000	73,762	1,603,000	570,606	4.0%	35.6%	1,603,000	570,606	1,603,000	570,606	35.6%	35.6%	33.3%	33.3%	(36,807)	(36,807)	-2.3%	-2.3%
Debt Principal	134,077	10,000	135,077	11,000	7.5%	8.1%	135,077	11,000	135,077	11,000	8.1%	8.1%	33.3%	33.3%	33,981	33,981	25.2%	25.2%
Interest Expense	14,435	2,325	12,480	1,847	16.1%	14.8%	12,480	1,847	12,480	1,847	14.8%	14.8%	33.3%	33.3%	2,309	2,309	18.5%	18.5%
<b>Total</b>	<b>\$3,883,821</b>	<b>\$611,176</b>	<b>\$3,681,134</b>	<b>\$1,247,444</b>	<b>15.7%</b>	<b>33.9%</b>	<b>\$3,681,134</b>	<b>\$1,247,444</b>	<b>\$3,681,134</b>	<b>\$1,247,444</b>	<b>33.9%</b>	<b>33.9%</b>	<b>33.3%</b>	<b>33.3%</b>	<b>(\$21,626)</b>	<b>(\$21,626)</b>	<b>-0.6%</b>	<b>-0.6%</b>

Net Budget/Income/Variance: (\$24,438)      \$165,299      \$47,487      (\$468,192)      (\$484,005)

Key:  
\* The expected percentage is calculated as follows: since the report is for the 4th month of the year, 4 is divided by 12-the number of months in the year.  
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STORM FUND (#406) REVENUES	A April 2016		B		C=B/A		D		E April 2017		F=E/D		G		H^		I=F-G	
	Budget	Actual	Budget	Actual	% Rec'd	% Rec'd	Budget	Actual	% Rec'd	% Rec'd	Expected % Exp*	Expected % Exp*	Var'nc from Expected	Var'nc from Expected	% Variance	% Variance		
Storm & Surface Water Fees	\$501,000	\$178,986	\$545,910	\$207,030	35.7%	37.9%	\$545,910	\$207,030	0.0%	37.9%	33.3%	33.3%	\$25,242	\$25,242	4.6%	4.6%		
Storm Connection/Misc. Fees	4,000	0	2,000	0	0.0%	0.0%	2,000	0	0.0%	0.0%	33.3%	33.3%	(666)	(666)	-33.3%	-33.3%		
Misc. Revenues/Insurance	2,000	0	0	6,750	0.0%	100.0%	0	6,750	0.0%	100.0%	33.3%	33.3%	6,750	6,750	66.7%	66.7%		
Non-Revenue Tax Receipts	275	0	0	25	0.0%	100.0%	0	25	0.0%	100.0%	33.3%	33.3%	25	25	66.7%	66.7%		
Fines and Forfeitures	4,500	1,778	0	1,642	0.0%	100.0%	0	1,642	0.0%	100.0%	33.3%	33.3%	1,642	1,642	66.7%	66.7%		
Interest Earnings	580	0	1,000	1,313	0.0%	131.3%	1,000	1,313	0.0%	131.3%	33.3%	33.3%	980	980	98.0%	98.0%		
<b>Total</b>	<b>\$512,355</b>	<b>\$180,764</b>	<b>\$548,910</b>	<b>\$216,760</b>	<b>35.3%</b>	<b>39.5%</b>	<b>\$548,910</b>	<b>\$216,760</b>	<b>35.3%</b>	<b>39.5%</b>	<b>33.3%</b>	<b>33.3%</b>	<b>\$33,973</b>	<b>\$33,973</b>	<b>6.2%</b>	<b>6.2%</b>		

STORM FUND (#406) EXPENSES	A April 2016		B		C=B/A		D		E April 2017		F=E/D		G		H^		I=G-F	
	Budget	Actual	Budget	Actual	% Exp'd	% Exp'd	Budget	Actual	% Exp'd	% Exp'd	Expected % Exp*	Expected % Exp*	Var'nc from Expected	Var'nc from Expected	% Variance	% Variance		
Operating Expenses	\$469,176	\$86,298	\$524,898	\$114,984	18.4%	21.9%	\$524,898	\$114,984	0.0%	21.9%	33.3%	33.3%	\$59,807	\$59,807	11.4%	11.4%		
Transfers Out	18,000	0	0	0	0.0%	0.0%	0	0	0.0%	0.0%	33.3%	33.3%	0	0	33.3%	33.3%		
<b>Total</b>	<b>\$487,176</b>	<b>\$86,298</b>	<b>\$524,898</b>	<b>\$114,984</b>	<b>17.7%</b>	<b>21.9%</b>	<b>\$524,898</b>	<b>\$114,984</b>	<b>17.7%</b>	<b>21.9%</b>	<b>33.3%</b>	<b>33.3%</b>	<b>\$59,807</b>	<b>\$59,807</b>	<b>11.4%</b>	<b>11.4%</b>		

Net Budget/Income/Variance: \$25,179 \$94,466 \$24,012 \$101,776 \$93,780

Key:

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AIRPORT FUND (#407) REVENUES	A		B		C=B/A		D		E		F=E/D		G		H^		I=F-G	
	Budget	April 2016 Actual	Budget	Actual	% Rec'd	% Rec'd	Budget	April 2017 Actual	Budget	Actual	% Rec'd	% Rec'd	Expected % Rec'd	Expected % Rec'd	Var'nc from Expected	Var'nc from Expected	% Variance	% Variance
Intergovernmental Revenues	\$916,600	\$59,573	\$944,587	\$94,340	6.5%	10.0%	\$94,587	\$94,340	\$94,587	\$94,340	10.0%	10.0%	33.3%	33.3%	(220,207)	(220,207)	-23.3%	-23.3%
Charges for Goods and Svcs.	533,622	144,573	534,567	131,753	27.1%	24.6%	534,567	131,753	534,567	131,753	24.6%	24.6%	33.3%	33.3%	(46,258)	(46,258)	-8.7%	-8.7%
Interest Earnings	14,000	0	5,325	569	0.0%	0.0%	5,325	569	5,325	569	10.7%	10.7%	33.3%	33.3%	(1,204)	(1,204)	-22.6%	-22.6%
Licenses & Permits	0	0	1,450	0	100.0%	0.0%	1,450	0	1,450	0	0.0%	0.0%	33.3%	33.3%	(483)	(483)	-33.3%	-33.3%
Rents & Royalties	896,423	352,562	981,437	349,718	39.3%	35.6%	981,437	349,718	981,437	349,718	35.6%	35.6%	33.3%	33.3%	22,899	22,899	2.3%	2.3%
Misc. Rev/Ins/Donations	600	0	700	1,705	0.0%	243.6%	700	1,705	700	1,705	243.6%	243.6%	33.3%	33.3%	1,472	1,472	210.3%	210.3%
Non-Revenue Tax Receipts	157,373	56,958	168,424	55,700	36.2%	33.1%	168,424	55,700	168,424	55,700	33.1%	33.1%	33.3%	33.3%	76	76	-0.2%	-0.2%
Operating Transfers In	32,500	0	0	0	0.0%	0.0%	0	0	0	0	0.0%	0.0%	33.3%	33.3%	0	0	-33.3%	-33.3%
	\$2,551,118	\$613,666	\$2,636,490	\$633,785	24.1%	24.0%	\$2,636,490	\$633,785	\$2,636,490	\$633,785	24.0%	24.0%	33.3%	33.3%	(\$243,781)	(\$243,781)	-9.3%	-9.3%

AIRPORT FUND (#407) EXPENSES	A		B		C=B/A		D		E		F=E/D		G		H^		I=G-F	
	Budget	April 2016 Actual	Budget	Actual	% Exp'd	% Exp'd	Budget	April 2017 Actual	Budget	Actual	% Exp'd	% Exp'd	Expected % Exp'd	Expected % Exp'd	Var'nc from Expected	Var'nc from Expected	% Variance	% Variance
Operating Expenses	\$1,338,870	\$324,586	\$1,327,471	\$368,626	24.2%	27.8%	\$1,327,471	\$368,626	\$1,327,471	\$368,626	27.8%	27.8%	33.3%	33.3%	\$73,422	\$73,422	5.5%	5.5%
Capital Outlay	904,130	192,324	1,184,587	73,101	21.3%	6.2%	1,184,587	73,101	1,184,587	73,101	6.2%	6.2%	33.3%	33.3%	321,366	321,366	27.1%	27.1%
Principal - G.O. Bonds	278,505	3,691	1,597,850	5,065	1.3%	0.3%	1,597,850	5,065	1,597,850	5,065	0.3%	0.3%	33.3%	33.3%	527,019	527,019	33.0%	33.0%
Interest Expense	74,084	2,979	44,382	3,829	4.0%	8.6%	44,382	3,829	44,382	3,829	8.6%	8.6%	33.3%	33.3%	10,950	10,950	24.7%	24.7%
	\$2,595,589	\$523,580	\$4,154,290	\$450,621	20.2%	10.8%	\$4,154,290	\$450,621	\$4,154,290	\$450,621	10.8%	10.8%	33.3%	33.3%	\$932,758	\$932,758	22.5%	22.5%
	(\$44,471)	\$90,086	(\$1,517,800)	\$183,164			(\$1,517,800)	\$183,164	(\$1,517,800)	\$183,164					\$688,977	\$688,977		

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