

**CHEHALIS CITY COUNCIL AGENDA**  
 CITY HALL  
 350 N MARKET BLVD | CHEHALIS, WA 98532

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

**Regular Meeting of Monday, June 12, 2017**  
**5:00 p.m.**

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| 1. <u>Call to Order.</u> (Mayor)<br>2. <u>Pledge of Allegiance.</u> (Mayor) |
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ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>PUBLIC HEARING</b>		
3. <u>Chehalis Comprehensive Plan.</u> (City Manager, Community Development Director)	CONDUCT PUBLIC HEARING	1

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>SPECIAL BUSINESS</b>		
4. <u>Proclamation – W.F. West Lady Bearcats Fastpitch Team.</u> (Mayor)	---	---
5. <u>Chehalis Community Renaissance Team Update.</u> (Annalee Tobey, Executive Director)	---	---

<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>		
6. <u>Minutes of the Regular Meeting of May 22, 2017.</u> (City Clerk)	APPROVE	3
7. <u>Vouchers and Transfers.</u> (City Manager, Finance Manager)	APPROVE	10

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>CONSENT CALENDAR - CONTINUED</b>		
8. <u>2017-2019 Teamsters Local #252 (Non-Uniformed Personnel) Collective Bargaining Agreement.</u> (City Manager, Human Resources/Risk Manager)	APPROVE; AUTHORIZE CITY MANAGER TO SIGN	12
9. <u>City Representative to Chehalis Community Renaissance Team.</u> (City Manager)	APPROVE APPOINTMENT OF CITY MANAGER	43
10. <u>Third Amended Interlocal Agreement Regarding Centralia Landfill Closure.</u> (City Manager)	APPROVE	44
11. <u>Award Janitorial Services Contract to Mrs. Klean Janitorial.</u> (City Manager, City Clerk, Property Maintenance Technician)	APPROVE; AUTHORIZE CITY MANAGER TO ENTER INTO CONTRACT	82
12. <u>Purchase and Installation of Temporary Apparatus Bay from Central Pierce County Fire and Rescue.</u> (City Manager, Fire Chief)	APPROVE EXPENDITURE OF \$30,000	84

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>NEW BUSINESS</b>		
13. <u>Ordinance No. 972-B, First Reading – Amending the Chehalis Comprehensive Plan Dated 2011.</u> (City Manager, Community Development Director)	PASS	86
14. <u>Resolution No. 4-2017, First and Final Reading – Adopting the 2018-2023 Six-Year Transportation Improvement Program.</u> (City Manager, Public Works Director, Street Superintendent)	SUSPEND RULES; ADOPT	90

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>ADMINISTRATION AND CITY COUNCIL REPORTS</b>		
15. <u>Administration Reports.</u>		
a. City Manager update. (City Manager)	INFORMATION ONLY	---
16. <u>Councilor Reports/Committee Updates.</u> (City Council)	INFORMATION ONLY	---

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

THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.  
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, JUNE 26, 2017.

**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

**MEETING OF:** June 12, 2017

**SUBJECT:** Comprehensive Plan Update Public Hearing

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**ISSUE**

Per the Growth Management Act (GMA), the City is required to update the City's Comprehensive Plan every six years. 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 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 years.

The following are the general updates completed for the plan:

1. Update of census-related data.
2. Update references to other planning documents.
3. Update the City's population allocation and projections for the next planning period.
4. Update maps and photos.
5. Update of all Capital Improvements Plans for the next planning period.

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

The City's Capital Improvement Plan (CIP) is included in this proposal. As the current economic challenges affect the City's ability to implement the CIP over time, revisions to this element of the Plan will be presented for consideration. The CIP is a required and significant element of the City's budgeting process – it will be important for the administration to monitor the provisions of the CIP as it relates to capital expenses each year.

The Notification for 60-Day Review of Comprehensive Plan Amendment was sent to the Washington State Department of Commerce on March 27, 2017, and they officially received our update on March 30, 2017. The 60-day public comment period ended May 30, 2017. This public hearing for adoption of the Comprehensive Plan was set at the May 22, 2017 City Council meeting. We have tentatively scheduled the request for adoption to be presented to the City Council at the June 26, 2017 City Council meeting.

The complete Comprehensive Plan can be viewed on the City's website at [www.ci.chehalis.wa.us](http://www.ci.chehalis.wa.us).

**FISCAL IMPACT**

There is no fiscal impact associated with the recommended action.

**RECOMMENDATION**

It is recommended that the City Council conduct the public hearing to accept comments on the proposed updates to the Comprehensive Plan.

**SUGGESTED MOTION**

NA.

May 22, 2017

The Chehalis city council met in regular session on Monday, May 22, in the Chehalis city hall. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following council members present: Terry Harris, Daryl Lund, Dr. Isaac Pope, and Bob Spahr. Councilors Tony Ketchum and Chad Taylor were absent (excused). Staff present included: Jill Anderson, City Manager; Ken Cardinale, Fire Chief; Caryn Foley, City Clerk; Bill Hillier, City Attorney; Trent Loughheed, Community Development Director; Judy Pectol, Finance Manager; Rick Sahlin, Public Works Director; Glenn Schaffer, Police Chief; Judy Schave, Human Resources/Risk Manager; Don Schmitt, Street Superintendent; and Lilly Wall, Recreation Manager. Members of the news media present included Natalie Johnson from *The Chronicle*.

1. **Public Hearing – 2018-2023 Six-Year Transportation Improvement Program (TIP)**. Mayor Dawes recessed the regular meeting and opened the public hearing at 5:01 pm.

Don Schmitt stated most of the items listed in the TIP are shown as future items, which will change as projects become more defined. A new listing includes the "Citywide Preservation Program," which includes chip sealing, pre-leveling, and patching projects. They will not seek outside funding for those projects, but felt they should be part of the TIP. Mr. Schmitt stated that when the Transportation Benefit District (TBD) workshops were held, it was proposed to allocate funds for street repairs, so an additional \$75,000 to \$100,000 is reflected in the TIP. The proposed TIP shows two projects (Chehalis Avenue from Main to John Streets, and Market Boulevard downtown parking) for completion in 2018. These are small projects that staff would prefer to move up to this year, and could be completed in-house at less cost. Mr. Schmitt noted that the last time there was a pavement management system in place was 2003 when city streets were rated. He stated that arterial streets need to be re-rated because a lot of grant funding required street ratings. He believed the state provides such a service on a limited basis. Additionally, the Coal Creek pedestrian bridge on National Avenue needs to be repaired. The project is not listed as a separate item, but is included as part of some larger projects.

Councilor Spahr asked how the asphalt over concrete on Chehalis Avenue would be fixed. Mr. Schmitt stated that staff would dig down to the concrete. He suspected that the concrete below is damaged and would need repaired before new asphalt could be reinstalled. He noted these would be isolated repairs.

Mayor Dawes asked if it would be a simple repair or complex. Mr. Schmitt stated it could be simple if the slabs of concrete are intact, but they will need to explore options once the extent of the damage is identified.

Mayor Dawes commented that the revenue projections for a full year of the sales tax increase would generate about \$800,000. He hoped a number of the smaller projects could be completed to show the public results of the tax increase. Mr. Schmitt agreed. He added that the list before the council was not prioritized.

Mayor Dawes asked when staff would be coming back to the council with a more prioritized list and some potential dates for completing projects. Mr. Schmitt stated a resolution to adopt the TIP will be on the council's next agenda. He hoped to have something to the council in July as far as potential projects.

There being no public comment on the proposed TIP, Mayor Dawes closed the public hearing and reopened the regular meeting at 5:14 pm.

## 2. **Citizens Business.**

a. **Edna Fund.** Commissioner Fund provided copies of new brochures to the city council, including a *Lewis County Farm Guide* and *Lewis County's Historic Places*. She noted both publications include Chehalis businesses and historic sites. She invited everyone to a remembrance day event to pay tribute to Japanese-descent residents who boarded a U.S. Army train at the Chehalis Depot 75 years ago, for their final destination at a War Relocation Authority camp in Tule Lake, California. The event is June 3 from 10:00 am to 2:00 pm at the Historical Museum.

b. Jenna Crouse (163 NE Division Street, Chehalis) and Emily Ponyah (135 NE Division Street, Chehalis) addressed the council regarding a home on Franklin Street that has become a group home for registered sex offenders. Ms. Ponyah stated it kind of popped up overnight, and they live in a residential neighborhood with many children.

May 22, 2017

Ms. Crouse stated that when her family purchased their home they knew of one sex offender in the neighborhood. They recently received a flyer from the Sheriff's Office notifying them of another sex offender in their neighborhood and more notices were probably to come, and every week or two they receive more flyers. She stated that as much as you can watch out for your kids and explain to them how to keep safe, they are still kids.

Ms. Ponyah stated they did not receive notice on two of the offenders until a week after they had been seen in the neighborhood. She stated they hang out and travel in a group. They found out about the group home from an article in *The Chronicle*, but read that the property owner didn't discuss their plans with the city. She stated it's a two-bedroom house with additions that were not permitted. She stated there is no supervision, and when she called the police department to see if they would at least patrol a little bit more, she was told that could not be done. She was told they are supposed to move because of the zoning issues, and asked how long the situation would drag out. She asked if the State Department of Corrections (DOC) would be in more contact with the city on future plans for placing these individuals.

Ms. Crouse stated she spoke with Heath McGee, the property manager for the home. She thought he had "changed his tune" now knowing how many people were unhappy and said he is doing what he could to get them into a more suitable location. She wanted to make sure there was going to be follow-through and that this did not drag on. She thought it was pretty common sense that a residential neighborhood for this type of house was not right.

Mayor Dawes thanked Ms. Ponyah and Ms. Crouse for sharing their concerns. He stated he first heard about the home when he received a call from a *Chronicle* reporter. He explained that the city has to follow certain processes, and he asked staff to look into the situation, which they started addressing immediately.

City Manager Anderson stated that when the city became aware of the situation, they looked into the zoning for the area, and the home does not meet the requirements. It is a use that requires a conditional use permit and the property owner did not go through that process before placing the individuals in the home. There are also unpermitted additions. The concerns have been communicated to the property owners and they have until May 31 to respond. The property manager and property owner have indicated they are planning to move the individuals and staff will be following up on the situation. Ms. Anderson stated the situation is of grave concern to the city. She stated Police Chief Glenn Schaffer, along with the Centralia Police Chief, have communicated with the DOC their concern that they are placing so many offenders in this area.

Mayor Dawes stated he held the position of Police Chief 13 years ago and the department is operating at the same staffing levels today. There were many times that people requested the police to be in certain areas at certain times, but that cannot be guaranteed. He thought there must have been a misunderstanding because he didn't want anyone to think that the Police Department would flat-out say no.

Chief Schaffer stated he met with the DOC last week. He stated he was caught off guard about the notification process. He requested the local DOC directly notify local agencies in the future. He noted the city could not tell the DOC what to do, but the city can make suggestions, (e.g., why a certain location may not be appropriate, or improper zoning).

Ms. Ponyah stated the person that owns the home on Franklin owns several houses around Chehalis and she was concerned more of these homes would be slapped in residential areas. Chief Schaffer stated that the city would be in communication with DOC to help stay ahead of that happening, although that doesn't offer any promises.

Councilor Harris asked what kind of due diligence is done by the DOC. Chief Schaffer stated that when offenders come out of prison and they are placed, that information goes through the local DOC office. In some cases, the local supervisor has the ability to refuse. In other cases, the local supervisor gets overridden. He did not know if research is done on neighborhoods where people are placed, other than the offender cannot be placed in the same communities as their victims.

Councilor Pope asked if the person who owns the home should have a license of some kind? Chief Schaffer didn't believe it was a requirement of the DOC.

Mayor Dawes stated the property owner has until May 31 to respond, but it appears that they are looking at relocating the offenders. He asked that the council be updated at their next meeting, or notified before if the matter is resolved.

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City Manager Anderson stated the city has the ability to "red tag" the home after June 1, if they continue to use the home in a way that has not been properly permitted and gone through the proper process. While there is no state licensing requirement, they do have to go through the conditional use permit process.

Mayor Dawes noted that homes cannot be made into group homes for any kind of other activity in a residential area.

Ms. Ponyah asked what would happen if the owner does decide to go through the process to be able to run the home as a group home. City Manager Anderson stated the process would include having to go before a hearings examiner, which would include an opportunity for people to comment.

Ms. Anderson believed that the use of a property continues with the property regardless of the ownership. Bill Hillier added there are a number of issues with the home that include construction that was unpermitted. He couldn't see, without spending a considerable amount of money, how they could get the home up to the required standards for a group home.

Councilor Spahr stated this wasn't the first time the council had a discussion regarding this issue; however, it's always been one person coming into a neighborhood and neighbors being concerned. He didn't recall ever having a group home of sex offenders. He stated that if a person does the crime and does their time, they have the right to try to get back into society, which he believed to a certain degree. He read that some communities have local ordinances relative to sex offender housing. He asked staff to research what other cities were doing to address this. Bill Hillier stated he would do some research to see if there was a model the city could use.

Councilor Pope asked who would be responsible if one of the individuals reoffends. Bill Hillier stated the perpetrator would be responsible, along with state by creating the situation. The city may also have some responsibility (e.g., zoning). He stated the city has moved very quickly to solve the problem so there will be no liability.

Mayor Dawes asked who the point person would be on this matter. Ms. Anderson stated Chief Schaffer. Mayor Dawes asked that Ms. Ponyah and Ms. Crouse be updated as the process moves along.

Councilor Lund asked if Ms. Ponyah and Ms. Crouse have been informed as to how long it would take to resolve the zoning problem. City Manager Anderson stated if they don't do anything it's an unpermitted use and an appeal process would follow. It was her understanding that the home can be red-tagged in the meantime if the owner does not respond by May 31.

3. **Consent Calendar.** Councilor Spahr moved to approve the consent calendar comprised of the following:

- a. Minutes of the regular meeting of May 8, 2017;
- b. May 15, 2017 Claim Vouchers No. 119085-119226 and Electronic Funds Transfer Nos. 42017 & 52017 in the amount of \$279,228.48;
- c. Set date and time of June 12, 2017 at 5:00 pm for a public hearing on the Chehalis Comprehensive Plan update;  
and
- d. Interlocal agreement with Washington State Department of Social & Health Services for Fire and EMS Services provided to Green Hill School.

The motion was seconded by Councilor Lund and carried unanimously.

4. **Ordinance No. 970-B, Second and Final Reading – Rezoning Property at 0 SW Armstrong Court.** Trent Loughheed stated this was the second reading of the ordinance to rezone the property from CG Commercial General to R-2 Medium Density Residential. He noted no changes were made to the ordinance since first reading and no additional public comments were received.

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Councilor Spahr moved to pass Ordinance No. 970-B on second and final 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 Pope and carried unanimously.

5. **Coal Creek Sewer Project Funding.** City Manager Anderson stated this was a project the council was well aware of and Rick Sahlin would provide an update and discuss project funding. She stated the city received about \$300,000 from the Department of Ecology, and \$25,000 from Lewis County. Bids came in slightly above the estimates, so how to fund the gap needs to be discussed to make sure the project is done.

Rick Sahlin stated there are nine septic systems between National Avenue and the city limits on Coal Creek Road that have been failing for years. A grant was received through the Department of Ecology to fund a large portion of the project and the county contributed \$25,000. The city has spent close to \$19,000 for design work and administration. Currently, there is about a \$59,000 shortfall. He stated there is \$10,000 in contingency money, and another \$10,000 for administrative costs. Staff is recommending that the council approve reduced connection fees not to exceed \$25,000 to complete the project.

Councilor Pope asked if the costs could be recouped. Mr. Sahlin stated the costs would be recouped through the sanitary sewer fees that owners will be charged.

Mayor Dawes noted the property owners will maintain the grinder pump that will be installed, so that will provide reduced maintenance costs.

Councilor Harris moved 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. The motion was seconded by Councilor Lund and carried unanimously.

6. **Award Bid from Barcott Construction in the Amount of \$281,856.69 for the Coal Creek Sewer Extension Project.** Councilor Spahr moved 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. The motion was seconded by Councilor Lund and carried unanimously.

7. **Ordinance No. 971-B, First and Final Reading – Revising Appendix Chapter "A" (Schedule of Fees and Charges of the Uniform Development Regulations).** Lilly Wall reviewed recommended fee changes and hours of operation for the Aquatics Center. Monday-Thursday open swim hours have been different from the hours on Friday-Sunday. She recommended that the Monday-Sunday schedule be consistent and also that the cost be the same. That fee would be \$5 per person every day. Open swim hours are 11:30 to 2:30 and 3:00 to 6:00. Before and after those times, swim lessons take place. She stated they tried an open evening swim on Friday-Sunday, but it was not well attended.

Mayor Dawes asked why the entrance fee is the same for children and adults. Ms. Wall stated anybody that enters the facility is counted as a body and they can only have 201 participants in the facility at any given time. She stated they are full to capacity any time the sun is out.

Ms. Wall stated the next recommendation includes a military discount of \$1, which is the same discount senior citizens receive. She stated they receive requests for the military discount on a daily basis. The final recommendation is to initiate a season pass for \$40 per person. It would be a pilot program and could be used on an unlimited basis offered to Chehalis school district residents. She thought it would be a nice thing to do for local residents because they have found that about 75% of participants using open swim time are outside the 98532 area. Pass holders would receive priority entrance if they are there at the time open swim starts. If they are not there when the doors open, they would have to get in line and stand just like anyone else. The pass can also be used for adult lap swims.

Councilor Pope asked if pass holders would be identified. Ms. Wall stated the pass would have a picture on it so it could not be used by multiple people.

Mayor Dawes asked what age qualified for the senior discount. Ms. Wall stated the age is not included in the proposed ordinance, but they have used 55 years.



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Councilor Lund moved to suspend the rules requiring two readings of an ordinance. The motion was seconded by Councilor Harris and carried unanimously. Councilor Lund moved to pass Ordinance No. 971-B on first and final reading to amend Appendix Chapter "A" (Schedule of Fees and Charges) of the Uniform Development Regulations, and that the age to qualify for the senior discount be 55 years. The motion was seconded by Councilor Harris and carried 4 to 1. Councilor Pope voted against the motion because he thought the age of the senior discount should be 65 years.

## **8. Administration Reports.**

a. **Finance Report.** Judy Pectol stated the city is doing fine. It looks a little scary, especially the General Fund, but this is typical this time of year. The county has \$531,000 in property taxes that the city would receive at the end of this month. Additionally, there are other revenues that don't come in equally during the year.

Mayor Dawes pointed out the city does have finances in reserve for daily cash flow issues to meet its obligations.

Ms. Pectol stated capital outlays for the Wastewater Fund exceed the budget, but that will be addressed with a budget amendment. The budget amendment will include \$541,100 for the I & I project.

Mayor Dawes stated that for those involved in the construction of the wastewater plant, it is halfway paid off. It is well within capacity and he congratulated those involved. He thought the decision to build the plant was the right one.

Ms. Pectol stated the Storm/Surface Water Fund shows miscellaneous income of \$6,750. That will be corrected to the proper category next month to reflect its actual use of services rendered for work done by the public works department to clean out some catch basins. It appears that interest income is not coming in as budgeted in the Airport Fund, but that is due to the county holding interest income on the final payment on the GO Bond for the airport until they make the final payment on June 1.

b. **City Manager Update.** City Manager Anderson asked Trent Lougheed to update the council on a flood storage program that is being worked on with the Chehalis River Basin Flood Authority.

Mr. Lougheed stated the Flood Authority granted the city \$25,000 for phase 1 of a master plan for a flood storage mitigation and wildlife habitat enhancement project. The area includes about 150 acres between Highway 6 and Airport Road, and Louisiana Avenue and the river. The city has wanted to demolish the old wastewater treatment plant. In looking at that project, Mr. Lougheed noticed that more storage would reduce the 100 year flood level, and the city owns many parcels in that area adjacent to the old plant. With additional fill needed at the airport, and looking at compensatory excavation and the zero rise policy, he envisioned the city would provide the land it has, and request funding to buy additional properties. The first phase would create temporary storage that could be slowly released and could also make floodwaters go down a little faster. Mr. Lougheed stated there a few homes, businesses, and the treatment plant would remain. Overall, it could mean the removal of 1.5 to 2 million cubic yards of material. Mr. Lougheed stated a compensatory excavation fund could be developed where someone needing fill would pay into the account, which the city would then use to fund further improvements to help the basin as a whole. He anticipated that when the fund is formed, the city would receive compensatory excavation credits, which could be used for city projects. It could provide a very large sum where the city would not have to worry about the zero rise policy. He stated the Flood Authority liked the plan and put \$25,000 toward the project.

Mayor Dawes asked if he was talking about the area where the city bought out several properties through FEMA. Mr. Lougheed indicated that was correct.

Mr. Lougheed stated that eventually most, if not all, of Shoreline Drive could be abandoned. Mayor Dawes thought there were still homes in that area, and the removal of Shoreline Drive could impact those homes. Bill Hillier recalled there were about three hold outs through that buy-out program that would have to be worked around. Mr. Lougheed stated there was a large section of the road that could be abandoned without impacting the remaining homes.

City Manager Anderson stated at this point the \$25,000 would be used for a feasibility study. She expressed appreciation to Mr. Lougheed for his idea and to the Flood Authority for the funding. She noted it wasn't a done-deal, but a first step worth exploring.

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City Manager Anderson stated the annual hanging baskets are going up downtown and they look great. The CCRT has been taking sponsorships for the downtown plantings, and recently installed bike racks throughout downtown.

**9. Councilor Reports/Committee Updates.**

a. **Councilor Lund.** Councilor Lund stated he was getting pressure from the economic development community about why a new interlocal agreement with the county, relating to the city's Urban Growth Area (UGA), hasn't been completed. He suggested the council direct the city manager to have the city attorney draft an agreement and present it to the commissioners.

City Manager Anderson stated she has a meeting tomorrow with Lee Napier from the county and Trent Loughheed to discuss the agreement. Bill Hillier cautioned that whatever the agreement looks like, it should be solid and protect the city.

Mayor Dawes agreed with Councilor Lund and didn't see why the city couldn't draft a proposal and have it ready to address our interests.

Trent Loughheed stated the Lewis County Planned Growth Committee discussed the agreement. The county is in the process of redoing all of their interlocals, starting with Chehalis to take over the UGA area as was done previously. He expected a draft from the county in the near future, which would trigger negotiations between the two jurisdictions.

City Manager Anderson stated the permitting section would be carefully addressed by the city attorney.

Mayor Dawes stated a former county commissioner told the city that the interlocal would be renegotiated, but here it is two years later.

Councilor Lund wanted the council to direct the city manager to direct the city attorney to draft an agreement and take it to the courthouse. He believed people wanted to spend money in the city's UGA and he wanted something done.

City Attorney Hillier advised he should update the council in executive session for the council to provide direction in what they would want to see included in an agreement and that shouldn't be discussed in an open public meeting.

City Manager Anderson stated she would put forth the council's desire at tomorrow's meeting with the county and will then update the council.

Councilor Spahr asked at what point the commissioners would become part of the discussion. City Manager Anderson stated at this point it had been a staff-to-staff level. The next step would be to bring it to the council and the commissioners.

Councilor Lund asked if anything had been done about the property between 2<sup>nd</sup> and 3<sup>rd</sup> Streets. City Attorney Hillier stated the city is waiting on a response from the school district. Once that is received it can move forward.

b. **Mayor Dawes.** Mayor Dawes attended the Business After Hours at the Sports Hub prior to the Home & Garden Show. He also sent a letter to the CCRT thanking them for the installation of the bike racks.

10. **Executive Session.** At 6:31 p.m., Mayor Dawes announced the council would be in executive session pursuant to RCW 42.30.110(1)(c) – Sale/Lease of Real Estate; RCW 42.30.110(1)(i) – Litigation/Potential Litigation; and RCW 42.30.140(4)(a) – Collective Bargaining not to exceed 7:15 pm 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 6:32 p.m. The regular meeting was reopened at 7:11 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

May 22, 2017

Attest:

\_\_\_\_\_  
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:** June 12, 2017

**SUBJECT:** Vouchers and Transfers

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**ISSUE**

City Council approval is requested for Vouchers and Transfers dated May 31, 2017.

**DISCUSSION**

The May 31, 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. 119227-119348 in the amount of \$1,000,721.55 dated May 31, 2017, which includes the transfer of:

- \$108,035.17 from the General Fund
- \$2,438.04 from the Dedicated Street Fund – 4% Sales Tax
- \$834,718.25 from the Wastewater Fund
- \$12,983.50 from the Water Fund
- \$75.01 from the Storm & Surface Water Utility Fund
- \$41,608.43 from the Airport Fund
- \$863.15 from the Firemen’s Pension Fund

**RECOMMENDATION**

It is recommended that the City Council approve the May 31, 2017 Claim Vouchers No. 119227-119348 in the amount of \$1,000,721.55.

**SUGGESTED MOTION**

I move that the City Council approve the May 31, 2017 Claim Vouchers No. 119227-119348 in the amount of \$1,000,721.55.

**CITY OF CHEHALIS CITY COUNCIL  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Judy Pectol, Finance Manager  
Betty Brooks, Payroll Accountant

**MEETING OF:** June 12, 2017

**SUBJECT:** Payroll Vouchers and Transfers

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**ISSUE**

City Council approval is requested for Payroll Vouchers and Transfers dated May 31, 2017.

**DISCUSSION**

The administration requests City Council approval for Payroll Vouchers No. 39540-39592, Direct Deposit Payroll Vouchers No. 8292-8392, and Electronic Federal Tax Payment No. 172 dated May 31, 2017 in the amount of \$742,956.37, which include the transfer of:

- \$506,702.31 from the General Fund
- \$6,185.74 from the Arterial Street Fund
- \$87,410.49 from the Wastewater Fund
- \$89,242.63 from the Water Fund,
- \$22,802.90 from the Storm & Surface Water Utility Fund
- \$28,790.61 from the Airport Fund
- \$1,821.69 from the Firemen's Pension Fund

**RECOMMENDATION**

It is recommended that the City Council approve the May 31, 2017 Payroll Vouchers No. 39540-39592, Direct Deposit Payroll Vouchers No. 8292-8392, and Electronic Federal Tax Payment No. 172 in the amount of \$742,956.37.

**SUGGESTED MOTION**

I move that the City Council approve the May 31, 2017, Payroll Vouchers No. 39540-39592, Direct Deposit Payroll Vouchers No. 8292-8392, and Electronic Federal Tax Payment No. 172 in the amount of \$742,956.37.

**CITY OF CHEHALIS CITY COUNCIL  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Judy Schave, HR/Risk Manager

**MEETING OF:** June 12, 2017

**SUBJECT:** Proposed 2017--2019 Teamsters Local #252 (Non-Uniformed Personnel)  
Collective Bargaining Agreement

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**ISSUE**

The Collective Bargaining Agreement (CBA) between Teamsters Local #252 (Non-Uniformed Personnel) and the City expired on December 31, 2016. The City's negotiating team worked with the Union over the last several months to negotiate the terms of a new agreement.

**DISCUSSION**

Attached for City Council consideration is the proposed 2017 -2019 CBA between the City and Teamsters Local #252 (Non-Uniformed Personnel).

During discussions with the Union, it was brought to the City's attention that many of the positions within the Union are lagging behind the average of comparable cities. During the latter part of the recession, between 2011 and 2014, this group did not receive any salary adjustments or cost of living increases, which may have contributed to them being somewhat behind the average. The proposed salary adjustments for the 2017-2019 CBA will help bring some of the positions closer to the average comparable, while other positions will need to be reviewed during the next negotiation cycle. It is important to provide at least average compensation based on the market comparables in order to retain and attract qualified employees to serve the City.

On June 1, the Union met and ratified the proposed 2017-2019 CBA to include the following changes:

- Section 7.5.1 – Standby Duty: Increase Standby Duty Allowance from \$1.71 per hour to \$2.10 per hour of standby duty.
- Section 8.3.3 – Health and Welfare: Effective January 1, 2018, the Group Health Cooperative - \$10 Copay Plan will be replaced with the Group Health Cooperative - \$20 Copay Plan. Effective January 1, 2018, an employee with the

Group Health \$10 Copay Plan that has not chosen another plan option will automatically move to the Group Health \$20 Copay Plan.

If the 2018 and 2019 premium for the Group Health Cooperative \$20 Copay Plan is less than the 2016 Group Health Cooperative \$10 Copay Plan premium, the employee contribution for the Group Health \$20 Copay Plan would be the employee contribution for the 2016 Group Health \$10 Copay Plan, reduced by the cost savings to the City. Should the Group Health \$20 Copay Plan premium exceed the 2016 Group Health \$10 premium, the employee contribution shall be the 2016 Group Health \$10 premium rate.

The employee contribution towards the AWC Regence HealthFirst 250 Plan will remain at the 2016 contribution rate for the term of the CBA.

- Section 8.5.1 – Bereavement Leave: Increase Bereavement Leave from two (2) days to three (3) days.
- Section 11.2.2 – Employee Discipline: Add language stating ‘Oral Warnings’ may not be grieved by the employee or the Union.
- Appendix A – Salary Schedule: January 1, 2017 represents a 4% increase to the 2016 salary schedule; January 1, 2018 represents a 3% increase to the 2017 salary schedule; and, January 1, 2019 represents a 2% increase to the 2018 salary schedule.

The non-uniformed employees are an extremely dedicated group of individuals who are responsible for the day-to-day operations of the City. We are very fortunate to have employees who work hard every day to make a difference in the community and are committed to serving the residents of Chehalis.

### **FISCAL IMPACT**

The proposed CBA will increase the 2016 wages and some affected benefits of the non-uniformed employees by 4% in 2017, 3% in 2018 and 2% in 2019. Other impacts include a .39 cent increase per hour for Standby Duty Allowance, and an additional eight (8) hours of Bereavement Leave, if needed. The City will pay premium increases exceeding the 2016 rates for the AWC Regence HealthFirst 250 Plan and the Group Health \$10 Copay Plan, as well as any dental and vision premium increases exceeding the 2016 rates for the term of the CBA. The costs associated with these increases will be budgeted accordingly.

### **RECOMMENDATION**

It is recommended that the City Council approve the 2017-2019 Collective Bargaining Agreement between the City and Teamsters Local #252 (Non-Uniformed Personnel) and authorize the City Manager to execute the same.

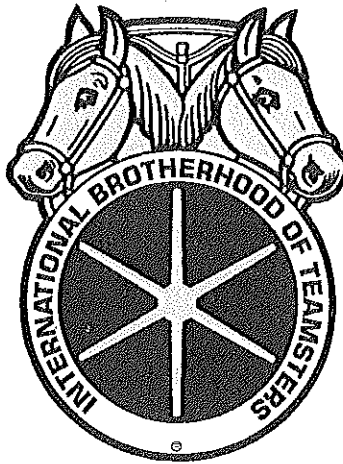
**SUGGESTED MOTION**

I move that the City Council approve the 2017-2019 Collective Bargaining Agreement between the City and Teamsters Local #252 (Non-Uniformed Personnel) and authorize the City Manager to execute the same.



# **COLLECTIVE BARGAINING**

## **AGREEMENT**



**BETWEEN**

**TEAMSTERS LOCAL #252**  
**(Representing Non-Uniformed Personnel)**

**AND**

**CITY OF CHEHALIS**

January 1, 2017 - December 31, 2019

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**ARTICLE 1                    PREAMBLE**

**1.1                    Introduction**

1.1.1 For the purpose of collective bargaining the City of Chehalis, shall hereafter be referred to as the "Employer", and Teamsters Local 252 shall hereafter be referred to as the "Union".

**1.2                    Purpose**

1.2.1 Subject to law and the paramount consideration of service to the public, employee/management relations should allow employees an opportunity for participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

1.2.2 Effective employee/management cooperation requires a clear statement of the respective rights and obligations of the parties hereto. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the City of Chehalis, within the spirit of the Public Employees Collective Bargaining Act, to establish basic understanding relative to personnel and to provide means for amicable discussion and adjustment of matters of mutual interest.

**ARTICLE 2                    RECOGNITION**

**2.1                    Scope of the Bargaining Unit**

2.1.1 For the purpose of collective bargaining with respect to wages, hours, and working conditions, and other conditions of employment, the Employer recognizes the Union as the designated representative of the non-uniformed employees of the City of Chehalis that hold non-exempt positions as determined by agreement of the Employer and the Union or by PERC hearing.

**ARTICLE 3                    UNION SECURITY**

**3.1                    Employment Requirement**

3.1.1 The Employer and the Union agree that all present members of the Union shall, as a condition of employment, remain members in good standing, while holding a position included in the bargaining unit. All future employees holding positions in the bargaining unit shall, as a condition of employment, become members after thirty (30) days of employment.

3.1.2 Notwithstanding Section 3.1.1., the Employer and the Union agree that each must safeguard the right of employees to not join the Union, if an objection is based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In such case, employees shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the charitable organization shall be designated pursuant to RCW 41.56.

**3.2                    Check Off of Union Dues**

3.2.1 Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month. Contributions to charitable organizations based upon a bona fide religious objection to membership in the Union, as set forth in Section 3.2.2., shall be likewise deducted and remitted to the appropriate charity.

3.2.2 Employees and the Union shall hold the Employer harmless and shall indemnify the Employer from responsibility for withholding errors and damages flowing there from caused by faulty information furnished by the employees or the Union, and the Union shall promptly refund to the employee any amounts paid to the Union in error.

**3.3 D.R.I.V.E.**

3.3.1 The Employer agrees to deduct from the paycheck of all employees, covered by this Agreement who provide written authorization for such deductions, all voluntary contributions to the Democrat, Republican, Independent Voter Education (D.R.I.V.E) political action committee.

3.3.2 D.R.I.V.E shall notify the Employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "month worked" excludes any month other than a month in which the employee earned a wage.

3.3.3 The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's pay check.

**ARTICLE 4 EMPLOYEE DEFINITIONS**

**4.1 Regular Full-Time Employee**

4.1.1 An employee regularly scheduled to work an average of 173.3 hours per month.

**4.2 Regular Part-Time Employee**

4.2.1 An employee regularly scheduled to work less than an average of 173.3 hours per month, based upon an annual basis and who is not a seasonal/temporary or non-regular employee.

**4.3 Temporary Employee**

4.3.1 Temporary employment for any one (1) employee shall not exceed one thousand forty (1040) compensable hours in any one (1) calendar year.

**ARTICLE 5 MANAGEMENT RIGHTS**

**5.1 Customary Functions**

5.1.1 The Employer retains, except as limited by an express provision of this Agreement, its right to exclusively and unilaterally manage and operate its departments.

5.1.2 Except as limited by an express provision of this Agreement, the Employer is hereby released from any obligation it otherwise may have to bargain its decision, and the impacts and effects of its decision on employees, even if the decision changes the status quo or past practice, if the subject matter of the decision concerns operation and management of the work place.

5.1.3 Operation and management of the work place includes, but is not limited to, the following: planning, directing, scheduling, controlling and determining the methods and processes of providing services; establishing work standards in order to measure employee performance and productivity and which may be used as a basis for promotions and disciplinary actions; the hiring, layoff, transfer, promotion, discipline, reduction in force, and discharge of employees; the determination of work schedules, shifts, and time off from work; the assignment of work; the introduction of new equipment, and the use of volunteers, contractors, and other non-employee labor.

5.1.4 All employees shall familiarize themselves as to the laws, rules, regulations, directives and customs governing conduct and procedure in their jobs. Employees shall endeavor to establish and maintain satisfactory relations with the public, to report to work promptly and regularly, and to devote full skill, care and effort to the job. All reports, suggestions, requests and inquiries to a higher authority shall be routed through immediate supervisors.

5.1.5 Where this Agreement is silent on any issue, the provision(s) in the City of Chehalis Employee Rules and Regulations shall control. If both the City of Chehalis Employee Rules and Regulations and this Agreement are silent on any issue, the decision of the City Manager shall control. This in no way restricts the employee's right to pursue a civil action against the City in a court of competent jurisdiction.

## 5.2 Performance Standards

5.2.1 All employees shall practice every economy possible in the discharge of their duties. Employees are encouraged to recommend to their supervisors work procedures which will result in cost savings or improved service to the public.

5.2.2 Employees shall abide by all laws and regulations which govern the performance of their duties and shall perform their duties as reasonable, prudent persons.

## ARTICLE 6 EMPLOYMENT POLICIES

### 6.1 Non-Discrimination

6.1.1 The Employer and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, Union activity not prohibited by the terms of this Agreement, or mental or physical handicap.

### 6.2 Military Leave

6.2.1 Military leave shall be governed by State and Federal Law.

### 6.3 Jury Duty and Court Time

6.3.1 Employees shall be allowed time off without loss of pay for serving on jury duty. Compensation received by the employee from the Court shall be promptly paid to the Employer if jury duty leave was used. All employees shall apply for and seek such compensation from the Court. Employees shall return to work as soon as practical after they are excused by the Court.

6.3.2 If any employee is subpoenaed or caused to appear in court by the Employer or by the City or County Prosecutor's office for the purpose of providing, on behalf of the calling party, testimony on facts or events arising out of the employee's employment with the Employer, all mandated court appearance time shall be compensated by the Employer at the employee's applicable rate of pay. If the employee is called by a party other than the Employer or the City or County Prosecutor, the employee shall be solely responsible for making compensation arrangements with the party who called him, and the time in Court attendance shall not be paid by the Employer; however, the employee may use, subject to compliance with employee leave procedures, accrued annual leave or take compensatory time for such court attendance, or take time off without pay.

### 6.4 Leave of Absence

6.4.1 A leave of absence is a privilege the City may extend to qualified employees for specific periods of time under certain circumstances. It allows an employee to take time off from work for non-medical personal reasons. All such leaves are taken without pay and no benefits are earned while on such leave. A request for a leave of absence must be submitted in writing to the Employer at least seven (7) days prior to the anticipated leave. The city reserves the right to approve or deny any leave requested. Employee on leave may return early from leave if they notify the Employer seven (7) days in advance. Failure to return from leave on or before the agreed-upon date may result in termination. All vacation benefits and compensatory time must be exhausted prior to a grant of personal leave of absence.

6.4.2 All medical leaves of absence shall comply with the requirements of the Family Medical Leave Act (FMLA).

## 6.5 Liability

6.5.1 Where the employee has acted in good faith and within the scope of employment, and has not willfully committed acts or omissions which are wrongful, the Employer shall provide legal representation for the employee and the employee's marital community in defense of allegations of acts or omissions in the performance of the employee's official duties, and where the Employer has undertaken or should have undertaken representation, the Employer shall pay any monetary judgment awarded against the employee and the employee's marital community.

## 6.6 Work Stoppage

6.6.1 Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

6.6.2 Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provision of this Article. In addition, in the event of a violation Section 6.6.1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

6.6.3 The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 6.6.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

6.6.4 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event the Union violates this Article.

## 6.7 Personnel Files

6.7.1 An employee shall have the right to inspect his or her personnel file with Employer supervised inspection. Arrangement for such access shall be made upon mutual convenience of the Employer and the employee. In no event shall the employee unilaterally remove or modify the content of such file. No material of a disciplinary or evaluation nature shall be placed in an employee's Personnel File without the employee being provided with a copy of such entry, and the opportunity to attach a rebuttal to the documentation.

## 6.8 Safety

6.8.1 It is the Employer's policy to prevent accidents and to ensure that employees are provided safe and healthful working conditions, free from recognized hazards. The Employer and employees are responsible for assuring safe working conditions and compliance of safety standards of each work site.

6.8.2 The Employer and employees shall guard the safety of themselves, their fellow employees and the public. Employees shall observe all safety practices governing their work. Employees are encouraged to offer safety suggestions and contribute to a safer working environment.

6.8.3 It is the employee's responsibility to learn the safety regulations applicable to his/her job. The employee is also responsible for use of safety equipment and/or personal protective equipment, as set forth by regulations at all times necessary and at the direction of the supervisor. New employees shall receive a list of applicable City and departmental safety rules, regulations and procedures as part of their orientation to the department. Failure to comply with the responsibilities of such safety rules, regulations and procedures shall be grounds for disciplinary action, up to and including termination.

## 6.9 Promotions

6.9.1 In the case of promotional appointments or transfers, employees shall have a probationary status of six (6) months. Promotions or changes in job classifications shall be considered temporary for a period of thirty (30) calendar days from the date of promotion or change. Within the thirty (30) calendar day period, if the employee requests return to the previously held classification or should the Employer and/or his/her designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification. An employee who is removed from a promotional or changed position, at the sole discretion of the Employer during the employee's six (6) month probationary period, may be permitted to return to the employee's formerly held position and placed at the applicable wage and benefit level.

## 6.10 Mileage Reimbursement

6.10.1 An employee who voluntarily and with Employer approval utilizes their personal vehicle for City business shall be reimbursed for mileage at the rate established by the Internal Revenue Service. Employees who are authorized to utilize their personal vehicle shall be required to carry minimum insurance liability requirements as required by State law.

## 6.11 Job Descriptions

6.11.1 The Employer shall be required to provide current or modified job descriptions, where available, for each employee classification of the department to the Union and affected employee(s). Any change to current job descriptions shall be forwarded to the Union prior to implementation. Job descriptions are intended to be a generic description of the basic functions of specific employment classifications.

## 6.12 Union/Employer Relations

6.12.1 All collective bargaining with respect to wages, hours and working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. During the time when the provisions of this Agreement are in force and effect, negotiations pursuant to Article 15.1., the Savings Clause and/or Article 17.1., the Termination/Reopener shall be as follows:

6.12.2 Scheduling: Unless altered by mutual agreement, negotiations shall be scheduled in order that the negotiation time shall occur during the normal workday.

6.12.3 Union Officials Time Off: The Union, through its represented employees, shall be allowed, and granted time off to attend a pre-arranged meeting with Employer representatives provided:

6.12.4 They notify their supervisor(s) in writing at least forty-eight (48) hours prior to the time off period being requested;

6.12.5 The Employer grants permission and is able to properly staff the employee's job duties during the time off period;

6.12.6 The wage cost to the Employer is no greater than the cost that would have been incurred had the employee(s) not taken time off; and

6.12.7 Employees shall not work on Union business while on shift, except as otherwise scheduled and approved.

6.12.8 On an advance request basis, the Union, on behalf of any particular employee, may request a Union business leave of absence for such employee. Such request shall be subject to granting or denial at the sole discretion of the department head. Under no circumstances shall the Employer be responsible for paying any mileage or any other expenses on behalf of the Union for such employee. Such leave, if granted, shall be for a specific duration and shall not constitute a debit against annual leave or sick leave.

6.12.9 The Employer shall provide suitable bulletin board space for the posting of official notices of a non-controversial nature relating to local Union business.



**6.13 Pay day**

**6.13.1** The normal payday for all employees shall be the last working day of the month. The Employer shall include on the paycheck information boxes the amount of accrued sick leave and vacation.

**6.13.2** For the purpose of calculating overtime, sick leave, annual leave, compensatory time or any other factor that may influence or adjust the amount of pay, the pay period shall be from the twenty-fifth (25th) day of the previous calendar month to the twenty-fourth (24th) day of the current month. Overtime earned or any other activity that would influence or impact the amount of pay, that occurs between the twenty-fifth (25th) day of the month and the last day of the month, shall be paid at the pay date following the month in which such overtime was earned or such other influencing activity occurred. For the purpose of this Section, "working day" shall mean a day City Hall is open for business.

**6.14 Bargaining Unit Work**

**6.14.1** It is the policy of this Employer and the Union that an exempt position shall not regularly engage in the performance of work generally to be Union bargaining unit duties. On occasion an exempt employee, by reason of emergency, isolated expediency, and/or job interrelationships is permitted to perform such bargaining unit work.

**6.14.2** When a new job classification is created, the Employer shall notify the Union of the creation of such classification.

**6.14.3** Whenever any bargaining unit position is to be filled by the Employer, the job shall first be posted to employees from within the bargaining unit, prior to advertising the same to outside or non-bargaining unit personnel.

**6.15 Personal Protection Equipment & Clothing and Commercial Driver's Licenses (CDLs)**

**6.15.1** The Employer shall furnish hard hats, helmet liners, rain gear, rubber boots, safety vests and other personal protective equipment to employees, on an as-needed basis as determined by the Division Director or Superintendent. Such personal protective equipment and/or gear shall be replaced on an as-needed basis as determined by the Division Director or Superintendent. Such personal protection equipment or gear shall be the property of the Employer. Any personal protective equipment that is being replaced by the Employer shall be turned over to the Division Director, Superintendent, or designee prior to the new equipment being issued.

**6.15.2** Employees in the job classifications listed below will receive one hundred and eighty-four dollars (\$184.00) as an annual clothing allowance, paid each year in the April paycheck. Clothing allowance benefits will be prorated for part-time employees and for eligible employees hired after annual payment is made. Clothing allowance will be considered a taxable benefit under the Internal Revenue Code and will be taxed accordingly. Employees will not be required to submit receipts to the Employer for purchases made with clothing allowance funds.

JOB CLASSIFICATION
Building Official
Engineering Technician II
Engineering Technician III
Equipment Maintenance Technician
Equipment Operator I
Equipment Operator II
Maintenance Technician - Electrical, Electronics & Equipment
Lead Wastewater Treatment Operator
Poplar Tree Plantation/Utility Worker I
Poplar Tree Plantation/Utility Worker II
Property Maintenance Technician I
Property Maintenance Technician II
Property Maintenance Worker
Storm/Wastewater Collection Specialist
Traffic Control Technician

Vehicle Maintenance Technician
Wastewater Laboratory Assistant
Wastewater Laboratory Technician II
Wastewater Treatment Operator
Water Distribution Operator I
Water Distribution Operator II
Water Distribution Operator I /Meter Reader
Water Meter Reader
Water Treatment Operator I
Water Treatment Operator II

6.15.3 When a CDL is required as a job classification prerequisite, the employee shall obtain and maintain such license. The Employer shall pay for or reimburse the employee for the license and associated training costs. To the extent a required physician's exam is not covered by applicable health insurance, the Employer shall pay for or reimburse the employee for said costs.

**6.16 Departmental Rules, Regulations & Procedures**

6.16.1 Each department head may establish departmental rules, regulations, policies and/or procedures. Such departmental rules, regulations, policies and/or procedures shall be in harmony with the provisions of this agreement and shall be binding upon the employee. Failure to comply with any such departmental rules, regulations, policies and/or procedures shall be grounds for disciplinary action, up to and including termination.

6.16.2 A copy of the current rules, regulations and procedures of each department shall be on file with each respective department.

6.16.3 If any departmental rules conflict with the provisions of this agreement the provisions in this agreement shall take precedent.

6.16.4 Proposed changes to departmental rules, regulations and/or policies shall be provided to the Union as soon as reasonably possible prior to the proposed implementation date.

**ARTICLE 7 COMPENSABLE HOURS**

**7.1 Hours of Work**

7.1.1 Standard Work Week: Employees shall start work at a time designated in advance by the Department Director and/or Supervisor, and shall work eight (8) hours per day, not including lunch, Monday through Friday inclusive, unless notified of a different starting time because of emergencies, construction, inspection, training, personnel or shop meetings. This eight (8) hour work period shall include traveling time from the starting work station to any other later assigned or directed work point and return time to the starting work station. The usual standard work day shall begin no earlier than 6:00 a.m. and no later than 8:00 a.m. except, start times may be outside these hours by mutual agreement with the affected employee.

7.1.2 Alternative Work Week: The Department Director and/or Supervisor may establish an alternate work schedule such as a four (4)-day work week, ten (10) hours per day, work schedule, or an alternating four (4) and five (5)-day work week, nine (9) hours per day, work schedule, for his/her department for any work group or portion of a work group, subject to the following terms, conditions, and parameters:

- a) Such work period shall result in total regular work hours per week period of forty (40) hours, or per two week period of eighty (80) hours.
- b) The Department Director and/or Supervisor shall give the Union at least one week's notice of intent to enact an Alternate Work Schedule. The Union shall also be provided at least one week's notice of intent to terminate an Alternative Work Schedule.

c) The standard Alternate Work Schedule workday shall not commence prior to 6:00 a.m. and shall not end after 6:00 p.m. of each workday. The basic plan for the 4/10 work schedule shall be Monday-Thursday with a Tuesday-Friday schedule, if deemed necessary by Employer, to provide staggered five (5)-day coverage. The basic plan for the 4-5/9 work schedule shall include one (1) week of nine (9)-hours on Monday through Wednesday, eight (8) hours on Thursday, and one (1) week of nine (9)-hours on Monday through Friday; and shall include a staggered Monday-Friday and Tuesday-Friday schedule, if deemed necessary by Employer, to provide five (5) day coverage.

d) For the Monday-Thursday plan, holidays falling on Friday or Saturday shall be taken on Thursday and holidays falling on Sunday will be taken on Monday. For the Tuesday-Friday group, holidays falling on Saturday will be taken on Friday and holidays falling on Sunday or Monday will be taken on Tuesday.

e) Subject to complying with the conditions and restrictions set forth above, the Employer may place or not place any particular sub-group on an alternative work schedule and may establish differing schedules between two (2) or more sub-groups which have been placed on an alternate work schedule(s); provided, that if any bargaining unit member of a subgroup is placed on an alternate work schedule, then all bargaining unit employees within sub-group shall also be placed on an alternate work schedule, unless the Employer, the Union and the affected employee agree to retention of the affected employee on a 5/8 schedule.

## 7.2 Overtime

7.2.1 Overtime shall require authorization of the Department Director and/or Supervisor.

7.2.2 Overtime pay allowances to employees shall be as follows: All work performed in excess of the number of hours in a regular or assigned work day as assigned by the Department Director and/or Supervisor and authorized in Section 7.2 of this Agreement, or forty (40) hours in a week, or, in the event of the 4-5/9 Alternate Work Schedule, forty-five (45) hours in the long week, and Saturday and Sunday work shall be paid at one-and-one-half (1 1/2) times the regular rate of pay. All worked performed on holidays shall be paid at one-and one-half (1 1/2) times the regular rate of pay, plus the regular rate of pay.

7.2.3 An employee shall be paid at the overtime rate for all time worked prior to his/her standard workday starting time, unless the Employer provides at least one (1) working day advance notice of change of starting time.

## 7.3 Compensatory Time Off in Lieu of Pay

7.3.1 Compensation for overtime work may be granted in the form of compensatory time off, which accrues at the rate of one-and-one-half (1 1/2) of the actual hours of overtime worked. The employee shall make the choice to be compensated in the form of pay or compensatory time off. However, the Department Director and/or Supervisor may deny compensatory time requests and impose overtime payment, if compensatory time off is not practical.

7.3.2 Compensatory time off shall be taken prior to accumulated vacation leave and shall be paid at the employee's current rate of pay. Compensatory time off may be taken only after the employee has received authorization from the Department Director and/or Supervisor. Subject to the approval of the Employer the employee may cash-out compensatory time accrued by making such notation on their time sheet. Cash out of compensatory time shall be paid at the hourly rate in effect at the time the employee accrued the compensatory hours, with the oldest accrued hours paid out first.

7.3.3 Compensatory time may be accumulated to a maximum of eighty (80) hours which may be carried over from year to year. The Employer at its sole discretion may allow an employee to accumulate hours in excess of the eighty (80) hour cap.

7.3.4 Upon termination, all unused compensatory time shall be paid at the hourly rate in effect at the time the employee accrued the compensatory hours.

#### 7.4 Call Time

7.4.1 Call time shall consist of "Call In" and "Call Back." Call In shall apply when an employee reports to work, at the Employer's request, prior to the start of the standard workday. Call Back shall apply when an employee has left the work site after completing the workday and is then called back to work by the Employer.

7.4.2 Call In and Call Back shall be compensated at time and one-half for all time worked, with a minimum of two (2) hours pay.

7.4.3 Contact Calls: An employee who is contacted while off duty to solicit information which is beneficial to the Employer shall be compensated a minimum of thirty (30) minutes at time and one-half (1 1/2) for calls of fifteen (15) minutes or less duration. For calls which are in excess of fifteen (15) minutes the employee shall be compensated for two (2) hours at time and one-half (1 1/2).

#### 7.5 Standby Duty

7.5.1 An employee who is required to be available and subject to call outside of his/her regularly scheduled work hours shall receive a Standby Duty Allowance of two dollars and ten cents (\$2.10) per hour of standby duty.

7.5.2 For the period of time that an employee is called back and paid the call back rate of one and one-half (1 1/2) times the employee's regular hourly rate), he/she shall not receive a Standby Duty Allowance.

7.5.3 When standby duty is determined by the Department Director and/or Supervisor, he/she shall establish a rotational list of qualified employees for standby duty. This list shall be established on an annual basis, and as much as possible this list shall be unchanged throughout the year. Changes in personnel, termination, illness, annual leave and other similar circumstances, are reasons for adjusting this standby duty list. Upon approval of the Department Director and/or Supervisor, employees may trade on-call time with another employee. Employer approval shall not be unreasonably withheld.

#### 7.6 Rest and Meal Breaks

7.6.1 Each employee shall be allowed an unpaid meal period of at least thirty (30) minutes commencing no less than two (2) hours nor more than five (5) hours from the beginning of the shift. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees working three (3) or more hours longer than a normal work day shall be allowed at least one thirty (30) minute meal period prior to or during the overtime period.

7.6.2 Each employee shall be allowed a paid rest period of fifteen (15) minutes in duration, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the morning and afternoon work periods. No employee shall be required to work more than three (3) hours without a rest period. Where the nature of the work permits an employee to take an intermittent rest period equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.

7.6.3 In the event an employee is required to work overtime service in excess of three (3) consecutive hours without a break he/she shall be entitled to an additional one-half hour of overtime compensation.

7.6.4 In the event an employee is required to work unscheduled overtime in excess of five (5) consecutive hours he/she shall be entitled to a meal, to a maximum cost of ten dollars (\$10.00) provided at the expense of the Employer.

8.1 Annual Leave

8.1.1 All regular full-time employees shall accrue, on a monthly basis, vacation in accordance with the following schedule:

Completed Years of Service	Accrual Rate Hours Per Month	Annual Hours of Accrued Vacation
0-1	7.33	88
1	7.33	88
2	8.00	96
3	8.66	104
4	9.33	112
5	10.00	120
6	10.00	120
7	10.66	128
8	11.33	136
9	12.00	144
10	12.66	152
11	13.33	160
12	13.33	160
13	14.00	168
14	14.00	168
15	14.66	176
16	14.66	176
17	14.66	176
18	15.33	184
19	15.33	184
20	16.00	192

8.1.2 A regular part time employee who is employed on a regular schedule shall accrue annual leave with pay pro rata.

8.1.3 Annual leave shall be used and charged in minimum one-quarter (1/4) hourly increments. Annual leave may be carried over from one calendar year to the next up to a maximum of three hundred and eighty-four (384) hours. At the conclusion of the last day of the calendar year, all unexpended annual leave in excess of 384 hours shall be forfeited. Carry-over of unexpended annual vacation leave in excess of 384 hours must have the prior approval of the City Manager.

8.1.4 Employees who transfer from one department to another shall be entitled to transfer accrued vacation leave to such succeeding department.

8.1.5 An employee who retires, resigns, or is terminated shall be paid for any unused accrued annual leave up to a maximum of three hundred eighty-four (384) hours. Accrued vacation hours in excess of 384 hours shall be forfeited. If an employee is discharged because of unsatisfactory service within the first six (6) months of employment, no accrued annual leave shall be payable. In the event of an employee layoff or death, cash-out shall be one hundred percent (100%) of unexpended accrued annual leave.

8.1.6 An employee who is required to postpone vacation at the request of the Employer shall be allowed to accrue vacation days, if necessary, in excess of the maximum accrual in order to prevent loss of vacation benefit; provided however, such excess shall be used, upon penalty of forfeiture, within three hundred sixty-five (365) calendar days from the first available opportunity for its use.

8.1.7 An employee desiring to use accrued annual leave shall submit a completed Vacation Leave Request Form to his/her immediate supervisor. An employee shall be allowed to take vacation only after the scheduled vacation time is approved by the Department Director and/or Supervisor. The Department Director and/or Supervisor shall respond in writing to the request within five (5) working days.

8.1.8 Should there be any conflict between employees in scheduling preference shall first be given to any employee who had previously postponed their vacations. Preference shall then be given by seniority.

## 8.2 Holidays

8.2.1 Holidays shall be observed as follows:

New Year's Day	January 1
M.L. King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1st Monday of September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25

8.2.2 In addition to the holidays specified above, each regular full time and part time employee may select one (1) non-cumulative personal holiday each calendar year, provided (a) the employee has been employed by the Employer for seven (7) consecutive months; (b) the employee has given not less than seventy-two (72) hours of written notice on forms provided to the Department Director and/or Supervisor unless such notification has been waived by the Department Director and/or Supervisor; and (c) the Employee's absence will not adversely affect the operations of the Department. Leave taken on these days is with pay and not charged against annual leave.

8.2.3 Any holiday which falls on Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday shall be observed on the preceding Friday.

8.2.4 The Department Director and/or Supervisor may require one or more employees to work on a holiday. Employees required to work a holiday shall be entitled to either overtime pay or compensatory time off as prescribed in Sections 7.2. and 7.3. Whenever possible, such pay or time off option shall be agreed upon by the Department Director and/or Supervisor and the employee prior to the employee working the holiday. For all hours worked on the holiday, pay or time off shall be at the rate of time and one-half plus the regular rate of pay. Compensatory time shall be in accordance with the Section 7.3. of this agreement.

8.2.5 Employees shall receive eight (8) hours of holiday pay per designated city holiday, and eight (8) hours of annual personal holiday, regardless of the length of their daily shift. Holiday and personal holiday benefits shall be prorated for part-time employees. Employees on non-eight (8) hour schedules may use accrued vacation hours or compensatory time to achieve full shift hours for the day. With Department Director and/or Supervisor approval, employees on non-eight (8) hour schedules may temporarily adjust their schedules to create an eight (8) hour workday on designated city holidays and annual personal holiday, provided the temporary change in schedule does not create overtime, compensatory time or other additional cost to the city.

8.3 Health and Welfare

8.3.1 **Medical:** The Employer shall remit the required premiums for all regular full time employees, spouse and dependents for the plans described below. Part-time employees, who work at least twenty hours per week, may elect coverage under the medical plan. Part-time employees' medical premium paid by Employer shall be pro-rated based upon the actual hours compensated in comparison with full time hours.

8.3.2 Employees who are covered by a city employed spouse shall not be eligible for medical coverage. Any employee excluded from coverage or who voluntarily opts out of coverage shall be entitled to two hundred and fifty dollars (\$250.00) per year, for reimbursement of non-covered medical costs, i.e. co-pays, premiums, deductibles, overages, etc. An employee shall not be allowed to voluntarily opt out of coverage if doing so would cause the city to violate conditions of the participation agreement or underwriting rules of the Association of Washington Cities (AWC).

8.3.3

For medical coverage effective January 1, 2017, all employees in the bargaining unit may select enrollment in either the AWC Regence HealthFirst 250 Plan or the Group Health Cooperative - \$10 Copay Plan. Effective January 1, 2018, the Group Health Cooperative - \$10 Copay Plan will be replaced with the Group Health Cooperative - \$20 Copay Plan. Effective January 1, 2018, an employee with the Group Health \$10 Copay Plan that has not chosen another plan option will automatically move to the Group Health \$20 Copay Plan. The employee contribution rates for monthly medical premiums shall be as outlined below. Employee premium contributions shall be through payroll deduction in the corresponding pay period (eg. January premiums are deducted from the January pay period. The employee's contribution will be as described below.

**AWC Regence HealthFirst 250**

	2017, 2018, 2019 Employee Contribution
Employee	\$32.81
Spouse	\$83.31
1 <sup>st</sup> Dependent	\$29.56
2 <sup>nd</sup> Dependent	\$26.81

**Group Health Cooperative Copay Plan 2 (\$10 copay plan)**

	2017 Employee Contribution
Employee	\$67.99
Spouse	\$67.48
1 <sup>st</sup> Dependent	\$35.09
2 <sup>nd</sup> Dependent	\$35.09

**Group Health Cooperative (\$20 Copay Plan)**

	2018, 2019 Employee Contribution
Employee	To be determined
Spouse	To be determined
1 <sup>st</sup> Dependent	To be determined
2 <sup>nd</sup> Dependent	To be determined

If the 2018 premium for the Group Health Cooperative \$20 Copay Plan is less than the 2016 Group Health Cooperative \$10 Copay Plan premium, the employee contribution for the Group Health \$20 Copay Plan would be the employee contribution for the 2016 Group Health \$10 Copay Plan, reduced by the cost savings to the City. Should the Group Health \$20 Copay Plan premium exceed the 2016 Group Health \$10 premium, the employee contribution shall be the 2016 Group Health \$10 premium rate.

If the 2019 premium for the Group Health Cooperative \$20 Copay Plan is less than the 2016 Group Health Cooperative \$10 Copay Plan premium, the employee contribution for the Group Health \$20 Copay Plan would be the employee contribution for the 2016 Group Health \$10 Copay Plan, reduced by the cost savings to the City. Should the Group

Health \$20 Copay Plan premium exceed the 2016 Group Health \$10 premium, the employee contribution shall be the 2016 Group Health \$10 premium rate.

**8.3.4 Dental & Vision:** For dental and vision coverage effective January 1, 2017 based upon December 2016 hours, the Employer shall remit the sum required to Washington Teamsters Welfare Trust for each eligible employee, covered by this Agreement, who has eighty (80) hours or more compensable hours in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month. Employee contribution rates for monthly dental and vision premiums shall be as outlined below. Employee premium contributions shall be through payroll deduction in the corresponding pay period (eg. January premiums are deducted from the January pay period).

Programs	2017, 2018, 2019 Employee Contribution
Dental Plan "A"	\$0.00
Vision - Extended	\$0.00

**8.3.5** A new employee shall be eligible for medical insurance coverage during the probation period on the same basis as a regular full-time employee; however, coverage shall not become effective until the first day of the calendar month following the employee's month of hire.

**8.3.6** Employees ending their employment with the City have the ability to continue their medical, dental and vision insurance under certain qualifying events on a self-pay basis in accordance with the requirements of Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

**8.3.7** It shall be the responsibility of the Employee to notify Human Resources or Payroll in writing within thirty (30) calendar days of any changes in dependent coverage (eg. Marriage, divorce, newborn) on any and all Employer paid benefits. Lack of such notification shall result in the employee reimbursing the Employer for the difference in premiums.

**8.3.8 Dental & Vision Maintenance of Benefits:** The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

**8.3.9 Payments:** Payments are required under any of the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this Article, shall be posted on the bulletin board.

**8.3.10 Delinquency:** If the Employer is delinquent in payments, the employer shall be liable for the payment of any claim incurred by employees or dependents during such delinquency. If delinquent, the employer may be notified by the Union and, thereafter, shall have five (5) days, the Union may, without liability therefore, implement any economic persuasion deemed expedient and such shall not be a violation of this Agreement.

**8.3.11 Trust Agreement:** The Trust Agreement shall be known as Supplement "A" and, by this reference, same is incorporated herein and deemed a part hereof as though fully set forth.

**8.3.12** The Employer and the Union recognize that the cost of providing health care coverage to employees and their dependents has been an important on-going issue, and agree to meet periodically during the term of this agreement to discuss wellness programs and other means of containing health care cost to the extent possible.

#### **8.4 Sick Leave**

**8.4.1** For employees hired prior to January 13, 2015, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours upon completion of each calendar month of continuous service to a maximum leave balance of nine hundred (900) hours. Part-time employees shall accrue sick leave pro rata. Sick leave may be used in one-quarter (1/4) hour increments. Sick leave hours in excess of nine hundred (900) hours will be forfeited; however, employees who have accumulated more than nine hundred (900) hours as of the pay period ending December 24, 2011 will not forfeit any hours already earned, but will not accumulate any additional hours until such time their sick leave balance is under nine (900) hundred hours.



For employees hired on or after January 13, 2015, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours upon completion of each calendar month of continuous service to a maximum leave balance of four hundred fifty (450) hours. Part-time employees shall accrue sick leave pro rata. Sick leave may be used in one-quarter (1/4) hour increments. Sick leave hours in excess of four hundred fifty (450) hours will be forfeited.

**8.4.2** An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" shall include persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child or grandchild, and any relative living in the employee's household.

**8.4.3** An employee who takes more than three (3) consecutive workdays sick leave for any one illness for self or for illness in the immediate family may be required by the department head to present a statement by a physician certifying that the employee's condition, or employee's family member's condition prevented the employee from performing the duties of the employee's position during the period of illness or injury. This requirement may be waived by the Department Director and/or Supervisor.

**8.4.4** Employees shall report absence due to illness to their Department Director and/or Supervisor as near as possible to the beginning of their shift.

**8.4.5** Employees shall notify their Department Director and/or Supervisor immediately of any and all on-the-job injuries.

**8.4.6** Employees who transfer from one department to another shall be entitled to transfer accrued sick leave to such succeeding department.

**8.4.7** In case of injury or occupational illness, employees may, at the employee's option, be paid the full difference between Workers' Compensation and their normal paycheck, and this will be deducted from accrued sick leave or accrued annual leave in units of one hour so long as such accrued leave is available; provided, however, the employee's election must be timely made so as to provide notice sufficient for Employer to make necessary payroll deductions. For a period not to exceed six (6) months, the Employer shall pay the group health insurance premium at the level of contribution set forth in Article 8, for an employee in Workers' Compensation status with this Employer. If permitted by insurance coverage, an employee continuing to be off work because of illness or injury, and whether job related or not, after having fully used all accrued and annual leave and the Employer-paid benefit in the foregoing sentence, may, for a period of not to exceed six (6) months, continue insurance coverage herein by tendering the full premium costs of same to the Employer at the beginning of each applicable month and the Employer shall remit the same to the carrier(s).

**8.4.8** Employees are expected to be on the job unless excused by Department Director and/or Supervisor because of illness. The Employer may make periodic reviews of individual attendance records. The Employer shall retain the right to take corrective steps to deal with use of sick leave for purposes other than those provided for in this Agreement, situations where the employee has prolonged and/or frequent or regular absences, or other sick leave abuse. Corrective steps may include requiring medical consultations, doctor's slips, or disciplinary action, including dismissal.

**8.4.9** Employees shall be allowed to donate a portion of their accrued sick leave hours to another employee who is ill or disabled. The transfer of sick leave hours shall only occur if the receiving employee is suffering from an injury, illness or disability preventing his/her return to work and he/she has exhausted all of his/her accumulated annual leave time, sick leave time, compensatory leave time, or other leave time to which that employee is entitled. The donee may not receive more than three hundred sixty (360) hours accumulative from donors for any one qualifying event any calendar year, whichever is longer. Any and all transferred hours of sick leave are expressly excluded from termination sick leave pay-off provisions.

## **8.5 Bereavement Leave**

**8.5.1** Three (3) workdays shall be granted without leave debit in the case of death of the employee's immediate family; however, effective with the pay period beginning December 25, 2016, bereavement leave shall be limited to no more than eight (8) hours per day for a total of up to twenty-four (24) hours, regardless of the length of the employee's daily shift. Benefits for part-time employees shall be prorated. For this section, "Immediate family" shall include spouse (or spouse equivalent in a cohabitation relationship), son, daughter, step-children, mother, father, stepmother, step-father,

brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, or other members of the employee's household. Members of the employee's household means persons who reside in the same home, who have reciprocal and natural and/or moral duties to and do provide support for one another. The term doesn't include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

**8.5.2** Employees on non-eight (8) hour schedules may use accrued vacation or compensatory time to achieve full shift hours for the day. With Department Director and/or Supervisor approval, employees on non-eight (8) hour schedules may temporarily adjust their schedule to create an eight (8) hour workday, provided the temporary change in schedule does not create overtime, compensatory or other additional cost to the City.

**8.5.3** An employee shall be allowed to utilize accumulated sick leave, compensatory time or vacation leave for the purpose of making arrangements for and/or attending funeral services of a person related by blood, marriage, or legal adoption; including grandparent, parent, spouse, brother, sister, child, grandchild, or any relative living in the employee's household.

**8.5.4** At the discretion of the department head or designee additional relatives or in-laws may be considered immediate family for the purpose of bereavement leave if the Department Head or designee believes the employee had a close relationship with the deceased. Any decision made regarding the granting or denial of bereavement leave shall not be considered as precedent setting for any subsequent requests made in accordance with this provision.

## **8.6 Life Insurance**

**8.6.1** The Employer shall provide each eligible employee with a life insurance policy based on existing coverage at no cost to the employee. Those employees who desire to purchase additional life insurance above that which is provided by the Employer may do so at their own expense.

## **8.7 Western Conference of Teamsters Pension Trust**

**8.7.1** During the term of this agreement, the employees may elect to participate in a supplemental pension program known as the Western Conference of Teamsters Pension Trust. The contribution level shall be determined by the employees and such contribution level shall be an offset to the employee's base salary. If and when a decision is made by the employees to participate in this program the Employer shall receive written notification at least thirty (30) calendar days in advance and an amendment containing the required contractual language shall be drafted and attached to this agreement as an amendment.

**8.7.2** Should the bargaining unit elect to participate in the Western Conference of Teamsters Pension Trust Plan, or any enhancements thereto, the Union and its members will indemnify and hold harmless the City of Chehalis for any future liability that may be incurred because of any under funding of the Plan.

## **8.8 Termination/Separation Pay**

**8.8.1** Upon the death of an employee, all compensation due to him or to her shall be paid to the employee's designated beneficiary or, in the absence of a beneficiary designation, to the estate of the deceased employee.

### **8.8.2**

Employees hired prior to the ratification date of this agreement will receive reimbursement for accumulated sick leave hours on a proportionate basis by:

- (a) dividing the number of completed years of service with the Employer (up to a maximum of thirty (30) years) by thirty (30), then
- (b) multiplying the result, times the number of accumulated sick leave hours (up to a maximum of 720 hours), then
- (c) multiplying that product times the employee's current hourly rate of pay.

Employees who are discharged for cause shall forfeit all rights to cash out of any unused sick leave. Sick leave hours shall not be restored for any reason if the employee is re-hired at a later date.

### 8.8.3

Employees hired on or after the ratification date of this agreement will receive reimbursement for accumulated sick leave hours on a proportionate basis by:

- (a) dividing the number of completed years of service with the Employer (up to a maximum of thirty (30) years) by thirty (30), then
- (b) multiplying the result, times the number of accumulated sick leave hours (up to a maximum of 450 hours), then
- (c) multiplying that product times the employee's current hourly rate of pay.

Employees who are discharged for cause shall forfeit all rights to cash out of any unused sick leave. Sick leave hours shall not be restored for any reason if the employee is re-hired at a later date.

## ARTICLE 9 EMPLOYEE COMPENSATION

### 9.1 Wages

9.1.1 Wages shall be set forth in Appendix "A"

9.1.2 Each employee shall be assigned a job classification as specified in Appendix A and paid accordingly, except as set forth in Section 9.3. hereof. This base rate of pay shall be used in calculating holiday, vacation and sick leave compensation.

9.1.3 The Union recognizes the Employer's right to establish new job classifications. The Employer recognizes the Union's right to bargain the compensation.

### 9.2 Longevity

9.2.1 In order to recognize the long-time service of regular employees of the City, the following longevity plan shall be implemented as an additional monetary benefit, based upon the length of continuous employment in the City's service:

	Monthly Benefit
5 years but less than 10 years of service	\$25
10 years but less than 15 years of service	\$40
15 years but less than 20 years of service	\$50
20 years but less than 25 years of service	\$60
25 years or more years of service	\$75

### 9.3 Working Out of Classification

9.3.1 An employee who is temporarily assigned by the Department Director or Supervisor to a position with a higher pay range for a period in excess of sixteen (16) or more consecutive hours, and who performs significant job duties representative of such position, shall be compensated at five percent (5%) over his/her existing base wage for all hours worked when temporarily assigned to the position.

9.3.2 Employees required to use equipment from an out of class equipment list will be paid five percent (5%) out of class pay after two (2) hours continuous use back to the first hour. The Equipment Operator II position at Public Works will be excluded from this provision, because using this equipment is already a part of the job description.

- 1) Out of class list
  - a) Backhoe;
  - b) Motor grader;
  - c) Track excavator;
  - d) Bull dozer;
  - e) Heavy-duty front end loader, excluding front-end loader of backhoe;
  - f) Van mounted video equipment

9.3.3 An employee who is temporarily assigned by the Department Director to a management or mid-management position with a higher pay range for a period in excess of thirty-nine (39) consecutive hours, and who performs the job duties of such a position, shall be compensated at fifteen percent (15%) over the his/her existing wage for the entire period of time when so assigned.

#### 9.4 Confined Space Rescue Team

9.4.1 Employees serving on the confined space rescue team shall be compensated an additional fifty dollars (\$50.00) per month for each month assigned.

### ARTICLE 10 SENIORITY AND LAYOFF

#### 10.1 Seniority Standing

10.1.1 An employee shall accrue seniority from his/her date of hire into a position included in this bargaining unit, and it shall include CETA experience with Employer. The seniority list shall be updated annually in January, if requested by the Union or at any time deemed necessary by either the Employer or Union. Any return to employment with Employer after a separation or break in active service with Employer, other than layoff status, leave of absence or time loss under Worker's Compensation, shall constitute a new seniority reference date, in which case the previous employment seniority date shall be of no consequence. Time away from employment while on layoff status or unpaid leave of absence, shall not cause total loss of original seniority position, but such period shall cause the seniority hire date and position hire date to be advanced in time by the number of calendar days absent so as to provide adjusted seniority and position hire dates.

#### 10.2 Layoff and Recall

10.2.1 In the event the Employer elects to layoff an employee, the following guidelines shall be utilized in implementing the layoff.

10.2.2 The Employer shall make the initial decision regarding the particular job position(s) within in the bargaining unit that is (are) the subject of the layoff.

10.2.3 The incumbent employee to be laid off shall be notified, in writing by the Employer, not less than sixty (60) calendar days in advance of commencement date of the layoff.

10.2.4 The initial employee who is laid off and each subsequently bumped employee shall have the right to bump downward or laterally into a classification occupied by a less senior employee, as long as the bumping employee is qualified to hold such job position. Any employee wishing to exercise their bumping rights shall have five (5) working days to declare their decision to the Employer.

10.2.5 "Downward or laterally" shall mean to a position with a pay range that is lower or equal to the position to be eliminated. Within the new position pay range, an employee will be placed at the step with the pay closest to, but not exceeding, the rate of pay they were receiving in the position from which they were laid off or bumped.

10.2.6 "Qualified" shall mean possession of knowledge, skills, experience and ability to operate and/or carry out duties and tasks related to equipment and/or other functions of the position. An employee bumping to a position shall be given the same time limit to acquire endorsements, licenses, certifications, and cards as required in the job description.

If he/she is unable to manifest satisfactory performance, he/she may exercise any additional bumping rights his/her seniority and qualifications allow.

10.2.7 An employee who is bumping to a position, program or to a piece of equipment different from that to which he/she was previously assigned shall enter a thirty (30) working day trial period to manifest satisfactory performance. If he/she is unable to manifest satisfactory performance, he/she may exercise any additional bumping rights his/her seniority and qualifications allow.

10.2.8 The Employer shall provide written notice of denial of a specific bumping request or of unsatisfactory performance in a thirty (30) working day trial period. The employee who was displaced by the bump shall be returned to his or her formerly held job position.

10.2.9 If an employee is removed from such job position within his or her thirty (30) working day trial period, such employee shall be permitted to exercise a bump into another classification of a less senior employee and the aforementioned process will begin anew.

10.2.10 Each employee shall be limited to two (2) seniority bumps during any one layoff period in which a thirty (30) working day training period has been provided, thus it is important that such employee take into consideration his or her skills and ability relative to the skills and abilities required by the job position or classification being accessed.

10.2.11 Disagreements that arise from Employer decisions in this provision shall be addressed through the grievance procedure.

10.2.12 Employees who are on layoff status shall be recalled in order of highest seniority, into any employment vacancy within this bargaining unit, provided that the employee is qualified. Employees laid off shall remain, for a period of twenty-four (24) months from date of layoff, on a Recall List maintained by the Employer. The Employer shall notify the Union and the employee eligible to be recalled of the job opening, and a notice by certified mail will be sent to the employee's last known address. If the employee fails to report for work or to otherwise respond within one week of receipt of notice, or if the letter is returned undeliverable, the employee shall forfeit call-back rights and be removed from the list.

## ARTICLE 11 EMPLOYEE DISCIPLINE

### 11.1 Just Cause

11.1.1 An employee shall not be disciplined and/or discharged except for cause. Any sanction imposed by the Employer shall be reasonable in light of the circumstances which pertain. The Employer shall not be required to consider the concept of progressive discipline when imposing a sanction.

11.1.2 The first twelve (12) months of employment shall be considered the employee's probation period, during which time the probationary employee shall be considered an "at will" employee.

11.1.3 No employee shall be discharged for having wages or salary subject to a writ of garnishment.

### 11.2 Types of Discipline

11.2.1 Listed, but without limitation, the forms of discipline shall generally include the following:

11.2.2 Oral Warning: This type of discipline should generally be used for infractions of relatively minor degree and may not be grieved by the employee or the Union. The Department Director and/or Supervisor should endeavor to inform the employee, in private, that it is an oral warning and that the employee is being given an opportunity to correct the condition. If the condition is not corrected, the employee may be subject to more severe disciplinary measures.

11.2.3 Written Warning: This notice will generally be issued by the Department Director and/or Supervisor in the event the employee disregards an oral warning or if the infraction is severe enough to warrant a written record in the employee's personnel file. The Employer will set forth in the notice the nature of the infraction.

**11.2.4 Demotion:** This form of discipline is generally administered when the employee's actions or inactions have continued or recurred after being advised of misconduct, or failure, or after commission of a serious act of misconduct or when unable to adequately perform the responsibilities of the position held.

**11.2.5 Suspension:** This form of discipline is generally administered as a result of a significant infraction or violation after the employee has received a written warning and has not adequately improved or correction performance. The Employer shall inform the employee in writing of the disciplinary action. The original signed copy of the disciplinary action notice is to be placed in the employee's personnel file and a copy provided to the employee.

**11.2.6 Discharge:** This form of discipline results in termination of employment. If in the opinion of the Employer, the infraction(s) is (are) so severe as to necessitate immediate termination, the Employer and/or designee should take action by placing the employee on suspension without pay until circumstances are reviewed prior to final action. A predetermination hearing in which the employee is advised of the basis for discharge shall occur prior to a termination.

### **11.3 Application of Discipline**

**11.3.1** Except in the case of action, behavior of conduct that calls for immediate termination, the Employer shall provide written warning to the employee when unsatisfactory work, misconduct or other action or inaction may lead to disciplinary action. In the event of discharge for disciplinary reasons, the terminated employee shall be furnished the reason(s) for such termination in writing.

**11.3.2** When a regular employee is placed on disciplinary probation, the employee shall be given a written statement of the action taken, the reasons for the action, the consequences of repeating or engaging in further or other unacceptable behavior and the action, change or improvement required. The written statement shall be given to the employee at the time the regular employee is placed on disciplinary probation. A copy of the written statement shall be placed in the employee's personnel file.

**11.3.3** Disciplinary probation may be for any period not to exceed twelve (12) months. During the disciplinary probationary period, the regular employee must show the required improvement necessary to remain in the position.

## **ARTICLE 12 EMPLOYEE RIGHTS**

### **12.1 Interviews and Hearings**

**12.1.1** A pre-disciplinary hearing shall be held by the Employer in cases in which the complaint is believed to be valid and sanctions are anticipated. The employee shall receive written notification at least seventy-two (72) hours prior the pre-disciplinary hearing, unless the urgency of resolving the complaint dictates that a shorter notice is appropriate. The written notification shall provide the following information:

- a) The data formulating the basis of the alleged infraction;
- b) The applicable policies/rules/directives alleged to have been violated;
- c) Advice to the employee of his or her right to union representation during the hearing.

**12.1.2** The employee may, if the employee wishes, advise the Employer that he or she will not proceed with a pre-disciplinary hearing unless accompanied by his or her union representative. The employee may then refrain from participating in the hearing, thereby protecting his or her right to representation, but at the same time relinquishing any benefit which might be gained from responding at the hearing. Once the Employer has afforded the employee the opportunity of a pre-disciplinary hearing and the employee chooses not to participate, the Employer may proceed with disciplinary action.

**12.1.3** When a resolution of any complaint has been reached, the affected employee will be notified in writing of the outcome.

**13.1 Grievance Definition**

13.1.1 The purpose of this grievance procedure is to provide a means for resolution of disagreements.

13.1.2 The employee and/or the Union may elect to use this procedure whenever the employee and/or the Union has a grievance. A grievance must be filed with the immediate Supervisor within twenty (20) working days of the occurrence of the action or inaction complained of, or within twenty (20) working days of the date when the aggrieved employee knew or should have reasonably known of the occurrence of such action or inaction. Failure to file within said time lines shall render the grievance moot and incapable of redress. Failure of the employee/Union to meet the time limits set forth herein, shall cause the previously filed grievance to become moot and incapable of further redress. Upon mutual written agreement, the parties may suspend or extend the time deadlines for any or all particular steps of this grievance procedure.

**13.2 Procedure**

13.2.1 The grievance procedure shall be as follows:

**STEP ONE** - Should an employee or the Union feel that his/her or its rights and privileges under this Agreement have been violated, the aggrieved employee or the Union shall, within twenty (20) working days of the date that the grievance occurred, present the facts in writing to the immediate Supervisor. The grievance must be signed by the employee or, where the grievance is being filed by the Union, by the Union representative and must state the issue, the section of this agreement violated, facts giving rise to the grievance and the remedy sought. Within five (5) working days, the supervisor shall arrange for a meeting with the Union, the employee and the supervisor for discussion and attempted resolution of the issue. The supervisor shall state his or her position in writing to the Union within five (5) working days of such hearing.

**STEP TWO** - If the supervisor's response is not satisfactory to the Union and/or employee, the Union may submit the matter in writing within five (5) working days to the department head, simultaneously providing to the applicable supervisor a copy of the written submission. The department head shall meet with the Union and the supervisor within five (5) working days to hear the grievance, and shall respond in writing to the Union within five (5) working days of such hearing.

**STEP THREE** - If the Department Director response is not satisfactory, the Union may submit the matter in writing within five (5) working days to the City Manager, simultaneously providing to the applicable department head and supervisor a copy of the written submission. The City Manager shall meet with the Union and the department head within five (5) working days to hear the grievance, and shall respond in writing to the Union within five (5) working days of such hearing. If the City Manager's decision is not satisfactory the matter may then be subject to arbitration as set forth below.

**13.3 Grievance Arbitration**

13.3.1 The moving party may request the Public Employment Relations Commission to assign an arbitrator to hear the issue in dispute, or may request the Public Employment Relations Commission to provide a list of seven (7) arbitrators registered with that agency. If a list is selected, the striking order shall be determined by a flip of a coin. Such reference to arbitration will be made within thirty (30) calendar days after the decision in Section 13.2.1 and will be accompanied by the following information:

- a) question or questions at issue;
- b) statement of facts; and
- c) position of each respective party.

13.3.2 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- a) When an interpretation and application of this Agreement falls within the issue at hand, the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement. The arbitrator shall have no power

to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement.

b) The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement.

c) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union, and the employees involved provided the decision does not involve action by the arbitrator which is beyond his or her jurisdiction.

d) Each party shall bear the cost of presenting its own case.

e) Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

## **ARTICLE 14 USE OF CITY FACILITIES & EQUIPMENT**

### **14.1 Use of Equipment**

**14.1.1** The City shall post a list of non-emergency equipment which is available for check out by City employees. Additional equipment may be considered for check out by the Department Head or designee. Employees will be required to complete a check out book and hold harmless agreement prior to checking out any equipment. Equipment will be returned in the same condition as it was checked out. If it is not, the employee will be responsible for repairing or replacing the damaged equipment.

**14.1.2** Employees will be allowed to use minor equipment to work on personal projects. This work will only be done after the normal work day. Changing of vehicle fluids and spray painting is not allowed.

### **14.2 Personal Vehicles**

**14.2.1** The City will allow the employees to use City water, soap and cleaning supplies to wash their personal vehicles during the following hours: Weekdays 5:00 PM - 8:00 AM, Weekends (at the Fire Department only) Noon - 8:00 AM.

## **ARTICLE 15 SEVERABILITY**

### **15.1 Savings Clause**

**15.1.1** If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any Court of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such Court, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.

**15.1.2** Agreement reached between the parties to this Agreement shall become effective when signed by designated representatives of the Employer and the Union, and ratified and/or approved by the Union membership and the City Council.

## **ARTICLE 16 LABOR MANAGEMENT MEETINGS**

### **16.1 Labor-Management**

**16.1.1** In order to improve employer/employee relations, both parties recognize the benefit of labor-management cooperation in improving communication, addressing operations problems, and for providing a better work environment. It is the intent of both parties to establish such a committee to address specific projects or areas of mutual concern as such needs are identified by the parties. The committee will meet as needed, and both parties may submit agenda items to be discussed. It is agreed that the labor-management committee shall have no collective bargaining authority and that understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the



collective bargaining agreement.

ARTICLE 17 TERM OF AGREEMENT

17.1 Contract Openers

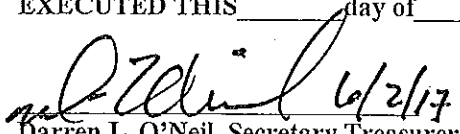
17.1.1 Should either party to this Agreement wish to initiate collective bargaining over changes they may wish to introduce into future terms of this Agreement, notice of the substance of the changes shall be mailed to the authorized parties signatory to the Agreement not later than August 31 of the calendar year prior to the calendar year during which such changes or reopener provisions are to be effective.

17.2 Duration


17.2.1 Except as expressly noted herein, the effective date of this Agreement shall be January 1, 2017.

17.2.2 This Agreement will remain in effect from January 1, 2017 to December 31, 2019.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017.

  
Darren L. O'Neil, Secretary Treasurer  
Teamsters Local Union #252

\_\_\_\_\_  
T. Jill Anderson, City Manager  
City of Chehalis

  
Russ Walpole, Business Agent  
Teamsters Local Union #252

\_\_\_\_\_  
Judy Schave, Human Resources Administrator  
City of Chehalis

\_\_\_\_\_  
Attest:  
Caryn Foley, City Clerk  
City of Chehalis

APPENDIX A – SALARY SCHEDULE

A.1 2017, 2018, 2019 Salary Schedules

A.1.1 WAGES

Effective January 1, 2017, the 2017 salary schedule shall be as follows:  
(represents a 4% increase)

Range	A	B	C	D	E
13	\$2,655	\$2,788	\$2,927	\$3,073	\$3,227
14	\$2,788	\$2,927	\$3,073	\$3,227	\$3,388
15	\$2,927	\$3,073	\$3,227	\$3,388	\$3,557
16	\$3,073	\$3,227	\$3,388	\$3,557	\$3,735
17	\$3,227	\$3,388	\$3,557	\$3,735	\$3,922
18	\$3,388	\$3,557	\$3,735	\$3,922	\$4,118
19	\$3,557	\$3,735	\$3,922	\$4,118	\$4,324
20	\$3,735	\$3,922	\$4,118	\$4,324	\$4,540
21	\$3,922	\$4,118	\$4,324	\$4,540	\$4,767
22	\$4,118	\$4,324	\$4,540	\$4,767	\$5,005
23	\$4,324	\$4,540	\$4,767	\$5,005	\$5,255
24	\$4,540	\$4,767	\$5,005	\$5,255	\$5,518

Effective January 1, 2018, the 2018 salary schedule shall be as follows  
(represents a 3% increase):

Range	A	B	C	D	E
13	\$2,735	\$2,872	\$3,015	\$3,166	\$3,324
14	\$2,872	\$3,015	\$3,166	\$3,324	\$3,490
15	\$3,015	\$3,166	\$3,324	\$3,490	\$3,665
16	\$3,166	\$3,324	\$3,490	\$3,665	\$3,848
17	\$3,324	\$3,490	\$3,665	\$3,848	\$4,040
18	\$3,490	\$3,665	\$3,848	\$4,040	\$4,242
19	\$3,665	\$3,848	\$4,040	\$4,242	\$4,454
20	\$3,848	\$4,040	\$4,242	\$4,454	\$4,677
21	\$4,040	\$4,242	\$4,454	\$4,677	\$4,911
22	\$4,242	\$4,454	\$4,677	\$4,911	\$5,157
23	\$4,454	\$4,677	\$4,911	\$5,157	\$5,415
24	\$4,677	\$4,911	\$5,157	\$5,415	\$5,686

Effective January 1, 2019, the 2019 salary schedule shall be as follows (represents a 2.0% increase):

Range	A	B	C	D	E
13	\$2,790	\$2,929	\$3,075	\$3,229	\$3,390
14	\$2,929	\$3,075	\$3,229	\$3,390	\$3,560
15	\$3,075	\$3,229	\$3,390	\$3,560	\$3,738
16	\$3,229	\$3,390	\$3,560	\$3,738	\$3,925
17	\$3,390	\$3,560	\$3,738	\$3,925	\$4,121
18	\$3,560	\$3,738	\$3,925	\$4,121	\$4,327
19	\$3,738	\$3,925	\$4,121	\$4,327	\$4,543
20	\$3,925	\$4,121	\$4,327	\$4,543	\$4,770
21	\$4,121	\$4,327	\$4,543	\$4,770	\$5,009
22	\$4,327	\$4,543	\$4,770	\$5,009	\$5,259
23	\$4,543	\$4,770	\$5,009	\$5,259	\$5,522
24	\$4,770	\$5,009	\$5,259	\$5,522	\$5,798

**A.2 Step Assignments/Advancements**

A.2.1 All employees under this Agreement shall be paid in accordance with the job classifications rates set forth in Appendix A of this agreement, as now in force or hereafter amended.

A.2.2 Progression through the positions and/or job classifications covered by and in this contract shall be as set forth below:

A.2.3 No employee shall be assigned to a salary range not in conformance with the salary schedule contained in the classification plan included in Appendix A.

A.2.4 The minimum rate established for a salary range shall be the normal hiring rate; provided, however, that the City Manager, upon the recommendation of the department head, may authorize original appointments or reinstatements for other than the minimum rate if he determines such remuneration to be in the best interests of the City.

A.2.5 Eligibility for advancement from one salary step to a higher salary, step, not to exceed at any time the maximum rate of the prescribed range, will depend upon the employee's performance as appraised by the immediate supervisor and/or department head. Step increases shall be given annually on the anniversary date to any employee who consistently meets or exceeds the standard requirements of the position. The department head shall present written evidence, to the Personnel Officer, of the employee's performance in relation to the standard expectations of the position.

A.2.6 All employees covered by this Agreement who occupy positions which fall within the classifications prescribed by the City Council shall be compensated according to the basic established salary ranges and steps set forth in Appendix A. This agreement shall be the final determining factor for the payment of employee compensation during the year(s) to which this Agreement is applicable.

A.2.7 In January 2019, the parties shall schedule meetings and meet on scheduled dates, for the purpose of coming together to work on job classification and wage comparable. The intention is to have an agreed upon classification and wage comparable completed early in 2019 so that the comparable can be part of the successor agreement bargaining.

**A.3 Range Assignments**

**A.3.1** The employee classifications shall be compensated in accordance with the salary schedule as specified above

<b>CLASSIFICATIONS</b>	<b>Pay Range</b>
Recreation Assistant	13
Office Clerk/Receptionist II	14
Judicial Assistant for Sentence Monitoring	15
Property Maintenance Worker	15
Records Technician	15
Utility Customer Service Representative I	15
Court Clerk	16
Parking Enforcement/Evidence Technician	16
Utility Customer Service Representative II	16
Accounting Technician II	17
Administrative Assistant	17
Poplar Tree Plantation Worker/Utility Worker I	17
Wastewater Laboratory Assistant	17
Water Meter Reader	17
Community Services Officer	18
Poplar Tree Plantation Worker/Utility Worker II	18
Water Distribution Operator I	18
Water Distribution Operator I /Meter Reader	18
Equipment Operator I	19
Permit Technician	19
Property Maintenance Technician I	19
Storm/Wastewater Collection Specialist	19
Water Distribution Operator II	19
Water Treatment Operator I	19
Equipment Operator II	20
Property Maintenance Technician II	20
Public Works Office Manager	20
Traffic Control Technician	20
Vehicle Maintenance Technician	20
Wastewater Laboratory Technician II	20
Wastewater Treatment Operator	20
Development Review Spec/Bldg. Inspector	21
Development Review Specialist/Permit Technician	21
Engineer Technician I	21
Equipment Maintenance Technician	21
Maintenance Technician - Electrical, Electronics & Equipment	21
Water Treatment Operator II	21
Engineer Technician II	22
Lead Wastewater Treatment Operator	24
Accountant	24
Building Official	24
Engineering Technician III	24
Planner	24

**CITY OF CHEHALIS COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**MEETING OF:** June 12, 2017

**SUBJECT:** City Representative to Chehalis Community Renaissance Team Board

---

**ISSUE**

The Chehalis Community Renaissance Team (CCRT) Board of Directors approved revised bylaws on April 20, 2017. These bylaws require one board member to be a representative of the City of Chehalis appointed by City Council. This appointment is not subject to term limits.

**DISCUSSION**

The CCRT Board is a nonprofit corporation that functions as the Organization Committee of the CCRT Main Street Program. The Main Street Program is a four-point organization structured to enable communities to revitalize downtown business districts using historic, cultural and architectural resources. The four points of the CCRT Main Street Program include a Design Committee, an Economic Restructuring Committee, an Organization Committee, and a Promotion Committee.

In the past the City Manager appointed the Chair of the CCRT and served as a non-voting member of the Non-Profit Board, The Friends of the CCRT, which focused on funding the CCRT activities. The recent change of the bylaws and addition of an Executive Director to comply with Main Street requirements now establish that the Chair of the Organization Committee also serves as the Chair of the whole CCRT. At this time, the Committee has suggested that the City Manager serve as the City's representative on the Organization Committee, which also serves as the Board of the Non-Profit Board, which has been renamed the Chehalis Community Renaissance Team for simplicity. However, the City Council has complete discretion over its appointments and can choose to proceed with another appointment if it desires to do so.

**RECOMMENDATION**

Based on the request of the CCRT Organization Committee, it is recommended that the City Council appoint the City Manager as the City of Chehalis Representative position on the CCRT Board of Directors.

**SUGGESTED MOTION**

I move that the City Council appoint the City Manager as the City of Chehalis representative on the CCRT Board of Directors.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Caryn Foley, City Clerk

**MEETING OF:** June 12, 2017

**SUBJECT:** Third Amended Interlocal Agreement Regarding Centralia Landfill Closure

---

**ISSUE**

Lewis County is proposing a Third Amendment to the Interlocal Agreement regarding the closure of the Centralia Landfill.

**DISCUSSION**

The Centralia Landfill was declared a Superfund Site and closed in the early 1990s. In 1992, Lewis County and all cities and towns drafted an agreement creating the Centralia Landfill Closure Group (CLCG) to provide remediation of the site. At that time, the City of Centralia acted as the "Operating Agent" of the CLCG. The City is now requesting, and the County has agreed, to assume the "Operating Agent" duties, including administering the Operating Trust and Landfill Closure Funds.

The changes include:

- Replacing all references of "City of Centralia" with "Lewis County"
- Replacing "Centralia Council" with "Board of County Commissioners"
- Replacing "City of Centralia Public Works Director" with "Lewis County Public Works Director"

The attached letter from Erik Martin, Lewis County Engineer/Public Works Director, provides additional information, and Lewis County Solid Waste Manager Steve Skinner will be available to answer any questions the City Council may have.

Mayor Pro Tem Harris, Vice Chair of the Solid Waste Advisory Committee, supports the amendment.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is recommended that the City Council approve the Third Amendment to the Interlocal Agreement Regarding Centralia Landfill Closure and authorize the Mayor to sign.

**SUGGESTED MOTION**

I move that the City Council approve the Third Amendment to the Interlocal Agreement Regarding Centralia Landfill Closure and authorize the Mayor to sign.



## Lewis County Department of Public Works

Erik P. Martin, PE, Director / County Engineer  
Tim D. Fife, PE, Assistant County Engineer

May 10, 2017

Mayor Dennis Dawes  
City of Chehalis  
350 N. Market Blvd, Room 101  
Chehalis, WA 98532

Dear Mayor and Council:

As you know, the Centralia Landfill was declared a Superfund Site and closed over twenty-five years ago. The county and its cities and towns entered into an interlocal agreement in 1992 creating the Centralia Landfill Closure Group and providing for the remediation of the landfill site to comply with federal and state statutes, and as required by judicial Consent Decree.

Since 1992, the City of Centralia has ably overseen the remediation of the site as "Operating Agent" of the Landfill Closure Group. As City personnel retire, the City has requested and the County has agreed to assume the City's obligations as Operating Agent of the Landfill Closure Group. The enclosed Third Amended Interlocal Agreement Regarding Centralia Landfill Closure provides for Lewis County to take over the City's responsibilities as Operating Agent. In addition, the Agreement provides for the County to take over the responsibility for administering the Operating Trust and Landfill Closure Funds associated with the remediation effort.

The Agreement when executed will be retroactive back to March 1, 2017, assuming the County and all of the cities and towns execute the Agreement. The Agreement has a twenty-five-year term, unless terminated earlier as provided in the contract. In order to meet the March 1<sup>st</sup> effective date, we respectfully request your resolution approving the execution by the appropriate official on your behalf and the return of the executed Agreement to the undersigned.

Thank you for your kind attention to this matter. If you have any questions or concerns, please contact Steve Skinner, Lewis County Solid Waste Manager, at 360.740.1403 or [Steve.Skinner@lewiscountywa.gov](mailto:Steve.Skinner@lewiscountywa.gov).

Sincerely,

Erik Martin P.E.  
Lewis County Engineer/Public Works Director

*Road Maintenance*  
476 West Main St.  
Chehalis, WA 98532  
☎ 360.740.3380  
☎ 360.740.2741

*Administration, Engineering,  
Utilities & Real Estate Services*  
2025 NE Kresky Ave.  
Chehalis, WA 98532  
☎ 360.740.1123  
☎ 360.740.1479

*Solid Waste Services*  
Post Office Box 180  
Centralia, WA 98531  
☎ 360.740.1451  
☎ 360.330.7805



**THIRD AMENDED**

**INTERLOCAL AGREEMENT**

**REGARDING CENTRALIA LANDFILL CLOSURE**

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**THIRD AMENDED**

**INTERLOCAL AGREEMENT**

**REGARDING CENTRALIA LANDFILL CLOSURE**

This Agreement is made as of this \_\_\_\_ day of \_\_\_\_\_, 2017, between and among the parties (hereinafter the "Members") whose authorized representatives have executed this Agreement.

WHEREAS, the Members have each contributed waste to the Centralia Landfill in the City of Centralia, Lewis County, Washington (the "Site");

WHEREAS, the Washington Solid Waste Management Act, Chapter 70.95 RCW, and regulations issued thereunder require that the Centralia Landfill be closed in a manner that complies with Minimum Functional Standards and that complies with certain financial assurance regulations;

WHEREAS, the Washington Solid Waste Management Act, Chapter 70.95 RCW, the Model Toxics Control Act, Chapter 70.105D RCW, and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), 42 U.S.C. § 9601 *et seq.* and other applicable laws (collectively the "Environmental Laws") require that certain other actions be taken and costs be incurred in connection with investigation, closure, post-closure and remedial action at the Site (the "Work") for which the Members may be liable;

WHEREAS, the Members, by this Agreement, commit themselves to take all actions reasonably necessary to comply with the Environmental Laws and to share the costs of such compliance;

WHEREAS, the City of Centralia has developed, revised and submitted for regulatory approval the Closure Plan for closure, post-closure and financial assurance;

WHEREAS, without admitting any fact, responsibility, fault or liability in connection with the Site, the Members wish to define the terms and conditions under which they agree to cooperate among themselves to perform the Work and share the costs of the Work and of compliance with the Environmental Laws;

WHEREAS, failure to perform the Work at the Site could threaten the health and safety of the public, particularly of the residents of the City of Centralia;

WHEREAS, persons other than the Members may be partially responsible for the costs of performing the Work;

WHEREAS, the Members are authorized by Chapter 39.34 RCW to enter interlocal agreements among themselves for exercising jointly powers which each has separately for purposes of making the most efficient use of their powers by cooperating with one another on a basis of mutual advantage;

WHEREAS, the Members have heretofore entered into an "Interlocal Agreement Regarding Centralia Landfill Closure" under date of May 1, 1990, as superseded by the "First Amended Interlocal Agreement Regarding Centralia Landfill Closure" under date of August 1, 1992, and as subsequently amended by a Second Amended Interlocal Agreement to allocate financial and operational responsibility for performance of the Work;

WHEREAS, the Members desire to make certain amendments to said Second Amended Interlocal Agreement;

WHEREAS, the aforementioned recitals are found to be true and correct findings of fact; and

WHEREAS, each Member hereby finds and determines that this Agreement is mutually fair and advantageous to each Member;

NOW THEREFORE, in consideration of the foregoing, the Members mutually agree as follows:

1. Definitions.

1.1 "Approved Costs" means Costs that have been approved by the Joint Board, or that have been approved by the Executive Committee through their inclusion in an approved budget, or otherwise by action of the Executive Committee.

1.2 "County Landfill Closure Fund" means the fund established by Lewis County into which the County shall deposit from time to time in its sole discretion Landfill Closure Revenues.

1.3 "Closure Plan" means those portions of the Centralia Landfill Site Development and Operations Plan of August 1987, as revised in May 1988 and supplemented in January 1990, and as it may from time to time again be revised or supplemented, which address closure, remediation, post-closure and financial assurances for the Site;

1.4 "Contractor" means a qualified person or entity selected by the Executive Committee and retained by the Joint Board, acting through the Executive Committee or otherwise pursuant to this Agreement, for purposes of performing the Work or a portion thereof;

1.5 "Costs" means without limitation all fees, expenses, penalties, administrative cost, common counsel fees and costs, fees and costs of the Executive Director, technical costs, fees and costs of any litigation under section 5.10 hereof, and other costs incurred in connection with performance of the Work and administration of this Agreement.

1.6 "Designated Representative" means an individual or individuals designated by the governing body of each Member for purposes of implementing this Agreement and authorized by said governing body to act on its behalf as set forth in Section 4.1 of this Agreement. Except for powers expressly reserved to the governing body of each Member, each Member shall act through its Designated Representative

for purposes of this Agreement and any reference by this Agreement to Members shall be so interpreted.

1.7 "District" means the solid waste disposal district formed by Lewis County in accordance with that certain "Interlocal Agreement Regarding Solid Waste Disposal District and Flow Control" by and between said District, Lewis County, and all incorporated towns and cities within Lewis County, as amended from time to time.

1.8 "District Revenue" means revenues received from the District pursuant to request of the Executive Committee under Section 7.3 of this Agreement and Section 3.B of the Solid Waste District Agreement. District Revenue shall be deposited into the Payments Account of the Operating Trust Fund.

1.9 "Ecology" means the Department of Ecology of the State of Washington.

1.10 "Environmental Laws" means the Washington Solid Waste Management Act, Chapter 70.95 RCW; the Model Toxics Control Act, Chapter 70.105D RCW; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), 42 U.S.C. §9601 *et seq.*; and any other laws directly or indirectly applicable to the closure, post-closure, and/or remediation of the Site, including regulations promulgated thereunder.

1.11 "Executive Committee" means the Executive Committee established pursuant to Section 4.3 and further described in Section 5 of this Agreement.

1.12 "Executive Director" means the Lewis County Public Works Director or his/her designee.

1.13 "Finance Director" means the Lewis County Treasurer or his/her designee.

1.14 "Grant Revenue" means revenue from grants made by the state of Washington or the federal government to the Joint Board or to any of the Members, for the purpose of funding part or all of the Approved Costs. Grant Revenue shall be deposited into the Other Revenues Account of the Operating Trust Fund.

1.15 "Group" or "Centralia Landfill Closure Group" means the unincorporated association established pursuant to RCW 39.34, as more fully described in Section 2 of this Agreement, composed of all Members.

1.16 "Insurance Proceeds" means moneys paid by or on behalf of insurers of any or all of the Members to any or all of the Members or the Joint Board or the District, with respect to liability incurred by any or all of the Members arising out of the remediation of the Centralia Landfill. Insurance Proceeds shall be deposited into the Other Revenues Account of the County Operating Trust Fund (or any successor entity's comparable fund).

1.17 "Interlocal Agreement" or "Agreement" means the Interlocal Agreement regarding Centralia Landfill Closure, dated as of May 1, 1990, as amended and superseded by this Third Amended Interlocal Agreement Regarding Centralia Landfill Closure.

1.18 "Joint Board" or "Centralia Landfill Joint Board" means a group composed of the Designated Representatives of all Members pursuant to section 4.1 of this Agreement.

1.19 "Landfill Closure Revenue" means all revenue received from time to time by Lewis County (or its successor in interest), from operation of the Centralia Landfill, which revenues are in excess of current landfill operating costs plus reasonable operating and debt service reserves that the County (or its successor in interest) elects to deposit into the County Landfill Closure Fund (or any successor entities' comparable fund).

1.20 "Member" means a party to this Interlocal Agreement. Members are listed in Exhibit A to this Agreement. "Members" means a party to this Interlocal Agreement. Members are listed in Exhibit A to this Agreement. "Members" means all Members of the Group.

1.21 "Minimum Functional Standards" means the standards governing landfills established by Ecology or any successor agency. Those regulations are currently codified at Washington Administrative Code (WAC) Chapter 173-304.

1.22 "Operating Trust Fund" or "County Operating Trust Fund" means the "Operating Trust Fund of the Centralia Landfill Joint Board" which Lewis County shall establish pursuant to RCW 39.34.030(4)(b) as a separate fund on the books of Lewis County for purposes of paying Approved Costs. Said Fund shall be funded in accordance with Section 7 of this Agreement.

1.23 "Other Revenues Account" means the account of that name to be established within the County Operating Trust Fund, to be funded and applied in accordance with the terms of this Agreement.

1.24 "Payment" means an amount due from or required to be paid by a Member for deposit to the Payments Account in the County Operating Trust Fund. Payments shall not include sums funded by a Member or Members from Insurance Proceeds, Grant Revenues, or Landfill Closure Revenue.

1.25 "Payments Account" means the account of that name to be established within the County Operating Trust Fund in accordance with the terms of Section 7.2 of this Agreement.

1.26 "Site" means the Centralia Landfill, located at 1411 South Tower Street in the City of Centralia, Lewis County, Washington.

1.27 "Solid Waste District Agreement" means that certain "Interlocal Agreement Regarding Solid Waste Disposal District and Flow Control" by and between the District, Lewis County and all incorporated towns and cities within Lewis County, as the same may be amended from time to time.

1.28 "Voting Power" means 100% of all Members qualified to vote. The vote of each Member shall be equal to the percentage share stated in Exhibit A to this



Agreement, except as that percentage may be adjusted pursuant to the terms of this Agreement.

1.29 "Work" means all actions reasonably necessary to bring the Site into compliance with the Environmental Laws and to perform and fund all closure, post-closure, and remediation operations at the Site until termination of this Agreement. "Work" shall not include pre-closure operating costs of the Site.

2. Centralia Landfill Closure Group.

The Members hereby organize and constitute themselves as the Centralia Landfill Closure Group. Each Member whose authorized representative(s) has executed this Agreement is a member of the Group.

3. Purpose and Funding of Approved Costs.

3.1 Purpose. It is the purpose of this Agreement that the terms hereof shall control the manner and means by which the Members will undertake to perform the Work, allocate financial responsibility for Approved Costs, pay Approved Costs, and seek payment from non-Members who may be partially responsible for the costs of performing the Work.

3.2 Funding of Approved Costs. The Members agree to take all actions reasonably necessary to ensure compliance with any present or future closure, post-closure and remedial requirements at the Site including without limitation those arising under Environmental Laws, and to fund all Approved Costs arising in connection with the Work, and the Members' undertakings, duties, and obligations hereunder. Members further agree to take any and all of the following actions, without limitation, in order to fund such Approved Costs:

(a) satisfaction of the Payment obligations in accordance with the Members' respective percentage shares as set forth in Exhibit A attached hereto (as may be amended from time to time), as such Payments may be levied by the Executive Committee pursuant to Section 7.3;

(b) funding of the Work in accordance with the Closure Plan and/or with any subsequent agreement related thereto entered into by the Group or its Members as provided under the Environmental Laws;

(c) payment of management costs associated with the Work, any penalties imposed by any governmental agency arising from performance of or failure to perform the Work, legal costs, administrative costs of the Group, and any other Approved Costs necessary to effectuate the purpose of this Agreement by making Payments in accordance with the provisions of Sections 7 and 8 hereof;

(d) identifying potential Insurance Proceeds and Grant Revenue and making reasonable efforts to obtain such proceeds and revenues for application in accordance with this Agreement; and

(e) requesting payment of District Revenue from the District in accordance with Section 3B of the Solid Waste District Agreement.

3.3 Current Operating Costs of the Site. Lewis County may seek advisory approval from the Joint Board or the Executive Committee for the County's current operating expenditures and operating activities at the Site, but such approval is not required as a condition of such expenditures and operating activities, nor shall such activity be deemed to be conducted by Lewis County in furtherance of its obligations hereunder.

3.4 County Costs. Landfill Closure Revenue shall be applied to fund Approved Costs of the Work. All Approved Costs shall be first paid out of the County Landfill Closure Fund to the extent that such fund contains available moneys.

3.5 Approved Costs. Approved Costs may be funded from any moneys in the County Operating Trust Fund, as the Executive Committee shall direct. Approved Costs that are directed to be paid from Payments shall be funded by the Members in proportion to their respective percentage shares set forth in Exhibit A.

3.6 Financial Assurances. Each Member warrants that it will use its best efforts to obtain in a timely manner from all available funds, sufficient moneys to pay its share of all Payments required pursuant to this Agreement and to make such Payments as and when required pursuant to this Agreement. Each Member agrees to provide or maintain such financial assurances as may be necessary as reasonably determined by the Members from time to time, to ensure its timely payment of all Payments due pursuant to this Agreement.

3.7 Default. The Joint Board shall have the authority at any time to declare in default any Member that has failed to make a Payment when due or to provide satisfactory financial assurances determined necessary by the Joint Board. Upon declaration of such default; such defaulting Member shall pay the full remaining balance of its total percentage share of future costs at the Site, as determined by the Executive Committee at the time of default.

#### 4. Organization and Procedures.

4.1 Designated Representatives. The governing body of each Member shall designate an individual or individuals to serve as the Designated Representative(s) of that Member for purposes of implementing this Agreement. The Designated Representatives shall constitute a joint board under the provisions of RCW 39.34.030(4)(a) and shall be responsible for the joint undertaking of the Members pursuant to this Agreement, including but not limited to, the approval of an annual budget under this Agreement. Except as provided in this section, each Member shall act by and through its Designated Representative and shall, by resolution, delegate full authority to its Designated Representative to take actions necessary to carry out the purposes of this Agreement.

4.2 Powers Retained by Governing Bodies. The governing body of each Member shall retain sole authority for that Member to make decisions regarding whether to institute litigation and whether to amend or terminate this Agreement.

4.3 Committees. In order to carry out the purposes of this Agreement, the Members hereby establish the Executive Committee as a committee of the Joint Board. The Joint Board may establish additional committees as its Members deem appropriate. Each Member and any individual serving on behalf of any Member, agrees by virtue of such service, to maintain to the extent permitted by law any privileged nature and confidentiality of communications and proceedings of such committees or subcommittees; such obligation shall continue in the event such individual should leave the employ of or cease to represent such Member.

4.4 Authority to Decide. Except as otherwise provided herein, the Members shall act by and through the Executive Committee and shall be bound by its decisions, provided that the Joint board reserves to itself the right at any time directly to authorize any action to be undertaken pursuant to this Agreement, or to revise certain decisions of the Executive Committee pursuant to section 4.11 herof. Upon request of the Executive Committee to make a decision regarding an issue for which a Member's governing body retains sole authority, each governing body shall convene, if necessary, and make such decision within twenty-one (21) days of such request.

4.5 Meetings. The Joint Board may authorize or direct actions under this Agreement only at meetings duly held and called for such purpose, which meetings shall be called from time to time as determined necessary by the Executive Committee. Meetings of the Joint Board may be called for any purpose at any time by two members of the Executive Committee or by any four Members of the Group.

4.6 Notice of Meetings. Whenever feasible, written notice of the time, place and purpose of any meeting of the Group shall be given to each Designated Representative entitled to vote at such meeting at least five (5) days and not more than thirty (30) days before the date of such meeting either personally or by mail or by other means of written communication, charges prepaid, addressed to each Designated Representative at the address appearing on the service list maintained by the Executive Committee. In the event a meeting is called on less than five (5) days written notice, the Designated Representatives calling the meeting shall make a reasonable effort to provide notice in fact to every Designated Representative.

4.7 Voting. Each Member shall have a vote as follows:

(a) Each Member shall have a vote weighted in accordance with the percentage share of the Member with respect to the Site as set forth herein;

(b) No Member may vote unless that Member has paid all Payments assessed, due and owing prior to such meeting. Any Member having a Payment due and owing that remains unpaid at the time of the meeting may cast its vote only after payment of the full Payment and any penalties prior to the voting process; and

(c) Unless otherwise specified herein, all issues shall be decided by a simple majority of the Voting Power.

4.8 Voting by Proxy. A Designated Representative eligible to vote at a Joint Board meeting may assign in writing, using the form attached to this Agreement, the power to cast its vote to another Member eligible to vote at the meeting.

4.9 Quorum. A majority of the eligible Voting Power of the Group shall be present in person or represented by proxy at any Joint Board meeting. No action may be taken without a quorum.

4.10 Cooperation. The Members shall cooperate with each other to effectuate the purposes of this Agreement, shall attempt to make decisions by consensus, and shall attempt to resolve any disputes among them through good faith negotiation.

4.11 Revision of Certain Executive Committee Decisions. In the event that the Executive Committee determines an issue, other than approval of payment under a previously approved contract, by the vote of Executive Committee members representing less than 50% of the voting power on the Joint Board, the Group, acting through its Joint Board, may revise such decision of the Executive Committee as follows. Such revision must be made by a vote of the Joint Board in accordance with the voting requirements set forth in Section 4.7. Such vote must be made at a Joint Board meeting. Notice of any meeting to be held for the purpose of possible revision of an Executive Committee decision must be given at least seven (7) days before such meeting and no more than seven (7) days after receipt of notice of such Executive Committee decision.

4.12 Actions Requiring Joint Board Vote. The Joint Board shall be required to approve the annual budget, and any amendments thereto, and shall be required to approve the bylaws of the Group, and any amendments thereto.

5. Executive Committee.

5.1 Executive Committee Members. The Executive Committee shall consist of five (5) Designated Representatives and the Executive Director. Executive Committee members, excluding the Executive Director, shall include the Designated Representative(s) from Lewis County, Centralia and Chehalis, plus two (2) representatives elected by the Joint board from and among the other Designated Representatives. Excluding the Executive Director, the members of the Executive Committee shall be the Designated Representatives of the Members identified in the preceding sentence, unless the Member designates a different representative to serve on the Executive committee.

5.2 Enumerated Powers of the Executive Committee. The powers, duties and responsibilities of the Executive Committee, acting on behalf of the Joint Board, shall include:

- (a) electing a Chair of the Executive Committee;
- (b) delegating to the Executive Director the handling of such matters as the Executive Committee deems appropriate;

(c) creating subcommittees of the Joint Board to handle specific matters delegated by the Executive Committee;

(d) selecting common counsel or consultants to undertake tasks common to the Work, and coordinating, supervising and directing the activities of such persons, which persons may be representatives of Members;

(e) negotiating with governmental representatives and other persons with respect to all matters relating to this Agreement;

(f) determining that a Member is in default of its obligations under this Agreement and recommending to the Group that litigation be commenced against said Member;

(g) circulating to the Joint Board substantive documents as the Executive Committee deems necessary in order to keep Members fully informed of activities pursuant to this Agreement;

(h) directing the conduct of all activities necessary for the operation of the Operating Trust Fund, including without limitation obtaining cost projections;

(i) selecting, after consultation with Lewis County, persons including, but not limited to, remedial action Contractors and an oversight Contractor as needed to perform or oversee the performance of the remedial action Contractors to ensure the performance of the Members' obligations under this Agreement;

(j) approving payment of Approved Costs by the Finance Director from the County Operating Trust Fund and County Landfill Closure Fund;

(k) submitting requests to the District for payment of sums necessary to pay for Work and administration of this Agreement;

(l) entering into contracts for performance of the Work and other obligations in connection therewith; provided, however, that any such contracts shall be entered into in the name of the Joint Board and each of its Members, and shall clearly set forth that the Members, are not jointly and severally liable for obligations thereunder, but rather that financial responsibility as between the Members for any obligations arising in connection with such contracts has been allocated as set forth in this Agreement;

(m) preparing an annual budget for submission to the full Joint Board;

(n) preparing changes in the bylaws for submission to the full Joint Board;

(o) conducting such other activities as the Executive Committee deems reasonable and proper to carry out the purposes of this Agreement and the obligations of the Members under it.

5.3 Separate Counsel. Notwithstanding that the Executive Committee may request common counsel to undertake discrete tasks common to the Group effort,

each Member reserves the right to select and retain its own counsel to represent such Member on any matter.

5.4 Reports to the Group and Call for Joint Board Meetings. The Executive Committee shall report its actions to the Members by written report mailed to the Designated Representatives at least every six months and more often as may be necessary to keep the Group fully informed of matters covered by this Agreement. The Executive Committee shall ensure that each Executive Representative receives notice of any decision that may be subject to revision pursuant to section 4.11 of this Agreement within seven days of such decision. No such decision shall become final until it receives Joint Board approval or until 21 days after the decision is made, whichever occurs first. The Executive Committee shall call meetings of the Joint Board as determined necessary by the Executive Committee and shall refer directly to the Joint Board for a vote any matters which in the judgment of the Executive Committee should be so referred.

5.5 Quorum. Three members of the Executive Committee shall be present in person at any Executive Committee meeting. No action may be taken without a quorum.

5.6 Voting. Each member of the Executive Committee shall have one vote, except that the Executive Director shall have no vote. All issues shall require at least three (3) affirmative votes of the members of the Executive Committee to be approved. A member of the Executive Committee may assign the right to cast its vote to another member of the Executive Committee to vote at the meeting called for such purpose, using the form referred to in Section 4.8 of this Agreement. Votes of the voting members of the Executive Committee shall be equally weighted, without reference to the weights assigned in Exhibit A.

5.7 Compensation of Executive Committee. The members of the Executive Committee shall serve as volunteers without compensation from the Group, provided, however, that the Executive Director shall be reimbursed for fees and costs (including, but not limited to, professional fees) incurred in the course of implementing this Agreement.

5.8 Call for, and Notice of Meetings. The Executive Committee may authorize and direct actions only at meetings duly held and called for such purpose, which meetings shall be regularly called. Meetings of the Executive Committee may be called by the Executive Director or any two (2) members of the Committee. Whenever feasible, written notice of the time, place and purpose of any meeting of the Executive Committee shall be given to each Designated Representative at least five (5) days but not more than thirty (30) days before the date of such meeting either personally or by mail or by other means of written communication with charges prepaid, addressed to said Designated Representative at the address appearing on the service list maintained by the Executive Committee. In the event a meeting is called on less than five (5) days

written notice, the Executive Committee members calling the meeting or the Executive Director shall make a reasonable effort to provide notice in fact to every Designated Representative. The meetings of the Executive Committee shall be open to any Designated Representative, or other Member staff, and to the public as provided by law.

5.9 Providing Members with Information. Upon request from any Member, the Executive Committee or the Executive Director shall make available to that Member at the Member's expense copies of any reports submitted to or by the Executive Committee in connection with the Work or this Agreement.

5.10 Litigation against Other Persons. The Executive Committee may recommend to the Joint Board that a claim be asserted on behalf of the Members against other persons. No such claim may be asserted under this Agreement without the consent of a majority of the Voting Power of the Joint Board. Any Member may elect to decline participation in any such suit, and may but need not, in lieu of such participation assign its claims to the other Members who are claimants in the litigation. Nothing in this paragraph shall affect or impair the right of any Member to assert any claim in its own name and right against any person including another Member.

6. Role of Lewis County.

6.1 Statement of Intent. It is the intention of all Members that Lewis County shall be Operating Agent and shall have the primary responsibility and authority to manage the Site on a day-to-day basis, but that the Joint Board should have full authority to make policy decisions regarding the Work. Such policy decisions reserved to the Joint Board include County Operating Trust Fund budget review and approval; pursuit of litigation; and determination of Payments assessed against Members. Pursuant to Section 5, the Joint Board shall execute such powers through the Executive Committee. Nothing in this Agreement, however, is intended to limit the powers of the Operating Agent to take actions reasonably necessary to protect the public health, safety and welfare.

6.2 Duties of Operating Agent. The duties of the Operating Agent regarding implementation of this Agreement shall include:

- (a) assisting the Executive Committee or the Executive Director in overseeing the activities of any persons retained in connection with the Work;
- (b) making recommendations to the Executive Committee concerning issues relating to the implementation of the Work at the Site;
- (c) recommending to the Executive Committee remedial action Contractors and an oversight Contractor whose responsibility it will be to review technical data, studies and other materials related to the site and oversee the activities of all remedial action contractors at the site to ensure performance of the Members' obligations under this Agreement;
- (d) managing performance of the Work at the Site on a day-to-day basis; and

(e) through its Finance Director or designee, paying Approved Costs from the County Landfill Closure Fund, or the County Operating Trust Fund, in accordance with the approved budget or other Executive Committee direction, and in accordance with Section 7.14 of this Agreement.

6.3 Compensation to Operating Agent. The Operating Agent shall be compensated in an amount and in a manner as determined by the Executive Committee, which compensation shall be an Approved Cost. The reasonable actual costs incurred by the Operating Agent for performing its duties under this Agreement shall be deemed as Approved Costs once the expenditures are approved by the Executive Committee and deemed final pursuant to Section 4.11 hereof. The Members shall indemnify the Operating Agent as set forth in Section 18.1 for costs, harms and damages incurred by Operating Agent in performance of its obligations and activities hereunder.

6.4 Date for Group to Assume Policy Responsibility. The Group shall assume its full responsibility for policy decisions as of May 1, 1990.

7. The Centralia Landfill Closure Operating Trust Fund.

7.1 Establishment of the Fund. Lewis County shall establish a separate account to be known as the "Operating Trust Fund of the Centralia Landfill Joint Board" (the "Fund" or "County Operating Trust Fund") for purposes of implementing this Agreement. The purpose of the Fund is to obtain, hold, invest, and disburse funds necessary to satisfy the obligations of Members pursuant to this Interlocal Agreement. To fulfill this purpose, the Executive Committee and the Finance Director shall thoroughly familiarize themselves with the terms of this Interlocal Agreement, and shall take all actions within their powers necessary to ensure that the Agreement is fully effectuated with respect to the performance of the Work.

7.2 Accounts within County Operating Trust Fund. There shall be established within the County Operating Trust Fund two accounts, designated "Payments Account" and "Other Revenues Account." All Payments to Members and all District Revenue shall be deposited in the Payments Account. All other revenues to the Fund including but not limited to any Grant Revenue or Insurance Proceeds shall be deposited in the Other Revenues Account. The Executive Committee may direct the establishment of such additional accounts and subaccounts within the Fund as it deems advisable from time to time.

7.3 Payments to the Fund. The Members remain obligated to ensure that amounts in the Fund, together with amounts in the County, are, or will be, sufficient throughout the duration of this Agreement to complete the Work. The Executive Committee shall make demand upon the Members for Payments, and shall make demand upon the District for District Revenue, all as necessary to fully fund the County Operating Trust Fund, after taking into account amounts in the County Landfill Closure Fund and in Other Revenues Account of the County Operating Trust Fund. The



Executive Committee shall make any demand for Payments upon the Members in writing and in amounts determined by the Executive Committee to be necessary, consistent with this Agreement, to maintain sufficient moneys to satisfy the purposes of this Agreement. The Members hereby agree to satisfy in a timely manner all future demands upon them for contributions to the Fund. Demand upon the Joint Board shall constitute demand upon the Members.

(a) Within sixty (60) days of the effective date of this Interlocal Agreement and every ninety (90) days thereafter, the Finance Director shall submit to the Joint Board financial reports on the County Landfill Closure Fund and the County Operating Trust Fund ("Funds"), prepared by or at the direction of the Executive Committee. If the amount in such Funds is less than the amount projected to be needed for the next one hundred eighty (180) days, the Executive Committee shall determine the sum necessary to bring the assets of the Funds (including such projected income) at least to the projected amount and shall approve a plan for securing the needed amounts, either from demand for Payments, or from recovery of other revenue sources. Members shall in any event make Payments to the Fund when and to the extent necessary to ensure the uninterrupted progress and timely completion of the Work and the payment of expenses of administration.

(b) Notwithstanding any other provision of this Agreement, if the Executive Committee determines that additional Payments are required by the Members to ensure the uninterrupted progress and timely completion of the Work, the Executive Committee shall promptly demand that the Members pay such amount.

7.4 Shortfall. In the event that any Member fails to make any Payment in a timely fashion in accordance with this Agreement, the Executive Committee shall promptly demand that the remaining Members pay such shortfall. Remaining Members shall promptly pay the amount of the shortfall to the Fund on a pro rata basis in accordance with Exhibit A (as amended from time to time), but with percentage shares recalculated so that the total of all Shares without the share of the non-contributing Member equals one hundred percent (100%). Nothing in this Section, however, shall be interpreted to excuse any failure to make a Payment. Such failure shall constitute a default within the meaning of Section 3.7 and shall be actionable in accordance with Section 19.1.

7.5 Nature of Contributions by Members. All contributions by the Members to the Fund shall be made in immediately available funds. Payments or other contributions of revenue made by Members shall not be construed as fines, penalties or monetary sanctions.

7.6 No Transferability of Interest. The interest of the Members herein, and their obligation to provide funds under this Section 7, is not transferable, except to a successor municipal corporation(s), and any such transferee shall assume the

obligations of the transferring Member by executing such documents as the Executive Committee may require.

7.7 Timing of Payments.

(a) Each Member shall periodically fund the Payments Account of the County Operating Trust Fund as follows: upon the request of the Executive Committee, each Member shall make a Payment in immediately available funds of that Member's percentage share of the total Payment amount requested of the Group. For any request in a total amount of less than one million dollars (\$1,000,000), each Member shall pay within 30 days of receipt of such request. For any requested Payment in a total amount of one million dollars (\$1,000,000) or more, each Member shall make payment within 120 days of receipt of such request.

(b) Alternately, the Executive Committee may establish a different schedule for such Payments, provided, such Payments shall not be due more quickly than prescribed in subsection 7.7(a) without two-third majority approval of the Joint Board.

7.8 Application of Fund Income and Principal. During the term of this Agreement, the Executive Committee shall pay or apply such part (or all) of the income and principal of the Fund as it deems advisable in order to defray Approved Costs incurred, in performing the Work in accordance with the terms of this Interlocal Agreement. In this regard, the Finance Director shall pay all bills and invoices approved for payment in writing by the Executive Committee. Bills and invoices to be paid by the Finance Director after approval by the Executive Committee include, but are not limited to, bills from Contractor(s) and bills for oversight or administration costs incurred with respect to the Site by or on behalf of the Members.

7.9 No Authority to Conduct Business. The purpose of the Fund is limited to the matters set forth herein, and this Agreement shall not be construed to confer upon the Executive Committee or Joint Board any authority to carry on any business or activity for profit or to divide the gains therefrom among the Members.

7.10 Distribution of Fund upon Termination. Upon termination of the Interlocal Agreement, the Executive Committee shall direct Lewis County to liquidate the assets of the Fund and to distribute the remaining property, including all accrued accumulated and undistributed net income, to the Members in proportion to their respective contributions to the Fund during the term of the Agreement. If any Member shall have defaulted with respect to its obligations hereunder and shall remain in default at the time of termination, or if any Member, or its successor, cannot be located within thirty (30) days after the termination date after diligent effort, the share of such defaulting or missing Member shall be deemed to be forfeited, and such forfeited share shall be distributed to the remaining Members in proportion to their respective contributions to the Fund during the term of the Agreement.

7.11 Distribution of Funds Not Needed For Future Use. In the event that the Executive Committee determines that the Fund contains assets significantly in excess of amounts reasonably expected to be necessary to carry out the purposes of this Agreement, the Executive Committee may determine to refund certain District Revenue or other Member Payments prior to termination of this Agreement, notwithstanding any other provision of this Agreement. The aggregate amount of any such refund shall be limited by the extent to which Fund assets exceed the Costs that the Executive Committee reasonably determines will be incurred plus an appropriate reserve. In determining the amount to be refunded, the Executive Committee shall consider current cost projections and current information about all available funds. Any refund of Member Payments other than District Revenue shall be on pro rata basis in proportion to the amounts of Member Payments made. The Executive Committee shall provide the Finance Director with written notice of any Executive Committee determination to refund any District Revenue or other Member Payments. Not less than 15 nor more than 30 days after receiving such notice, the Finance Director shall cause the determined refund to be made.

7.12 Fund Management. The Executive Committee shall direct the Finance Director as to the investment and reinvestment of the principal and income of the Fund. All investments shall be made so as to at all times provide sufficient liquidity to meet the anticipated cash needs of the Fund. In investing, reinvesting, exchanging, selling and managing the Fund, the Finance Director and Executive Committee shall discharge their duties with respect to the Fund solely in the interest of the accomplishment of the purposes and objectives of this Agreement. Funds shall be invested in accordance with provisions of state law governing investment by cities and towns of funds in excess of current needs, Chapter 35.39.030 RCW. The Executive Committee may direct the Finance Director to engage the services of an investment advisor or manager, may rely on the advice of such advisor or manager, and may delegate investment decision-making authority to such advisor or manager with respect to management of the Fund. Members of the Executive Committee and the Finance Director shall not be personally liable for any action or inaction taken in good faith reliance on the advice of such advisor or manager. The Finance Director shall keep or arrange to be kept an accounting of all contributions to and disbursements from the Fund and shall provide Designated Representatives with quarterly reports on the status of the investments and disbursements.

7.13 Compensation for Arbitrage Rebate Obligation. In the event that earnings from investment of any Operating Trust Fund moneys causes any Member to incur an obligation to rebate arbitrage earnings, that Member shall be compensated by the Fund for such rebate obligation. Any such compensation to a Member shall be an Approved Cost.

7.14 Express Powers of Finance Director Regarding Fund. Without in any way limiting the powers and discretion conferred upon the Executive Committee by the other provisions of this Agreement or by other applicable law, the Finance Director is expressly authorized and empowered:

(a) Payment of Expenses of Administration. To incur and pay any and all charges, taxes, and expenses upon or connected with the Fund as have been approved by the Executive Committee in the discharge of their obligations under this Agreement. All such payments shall be made using the assets of the Fund. Such payments may include transfer of funds to the County Landfill Closure Fund from either account of the County Operating Trust Fund.

(b) Retention of Property. To hold and retain all or any part of the Fund in the form in which the same may be at the time of the receipt by the Finance Director, as long as the Executive committee shall deem advisable, and without any liability for any loss of principal or income by reason of such retention.

(c) Preservation of Principal. Notwithstanding any other provision in this Agreement, to at all times hold, manage, invest, and reinvest the assets of the Fund in a manner designed to preserve the accrued income and principal of the Fund for the purposes of the Fund.

(d) Retention of Investment Advisor and Other Consultants. To engage the services of (and pay compensation to) an investment advisor, accountants, attorneys, agents, managers, or other consultants with respect to the management of investments of the Fund, the management of the Fund, or any other matters, subject to prior approval of same by the Executive Committee.

(e) Execution of Documents of Transfer. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(f) Extension of Obligations and Negotiations of Claims. To renew or extend the time of payments of any obligation payable to or by the Fund for such periods of time and on such terms as the Executive Committee shall determine; and upon obtaining approval of or direction from the Members, to compromise or otherwise adjust all claims in favor of or against the Fund.

(g) Litigation. To institute and defend litigation in the name of the Fund on behalf of or in the name of all Members upon direction from the Joint Board.

(h) Discretion in Exercise of Powers. To do any and all other acts which he/she shall deem proper to effectuate the purpose hereof and to exercise the powers specifically conferred upon him/her by this Agreement.

## 8. Allocation of Expenses.

8.1 Payments. Payments, if assessed, shall be assessed by the Executive Committee in accordance with the proportionate percentage shares as set forth in Exhibit A. All assessments shall be due and payable within the time set forth in Section 7.7.

8.1A Revenue Sources. All Approved Costs shall be paid from revenues available in the County Landfill Closure Fund or the County Operating Trust Fund in the following descending priority:

(a) County Landfill Closure Fund;  
(b) Other Revenues Account of the County Operating Trust Fund;

(c) Payments Account of the County Operating Trust Fund.  
Approved Costs to be paid from the County Landfill Closure Fund shall not be so paid unless and until Lewis County first verifies the sufficiency of amounts in that Fund to pay such costs. Determinations as to the allocation of Approved Costs among various revenue sources shall be made by the Executive Committee in its budgets, subject at all times to the prior determination and approval of the County with respect to the amounts available in the County Landfill Closure Fund to pay such Approved Costs.

Members agree to promptly pay all Grant Revenue and Insurance Proceeds received into the Other Revenues Account in the County Operating Trust Fund. No contribution of Grant Revenue, Insurance Proceeds, or Landfill Closure Revenue by any Member or Members shall be deemed a Payment.

8.2 Accounting for Funds. The Executive Committee shall provide to the Designated Representatives from time to time Informal accountings of moneys received, spent, and obligated, and a final accounting upon the termination of the Agreement. Accountings shall be prepared according to Generally Accepted Accounting Principles (GAAP) or to the standards established for municipal governments by the state auditor.

8.3 Purpose of Funds. All moneys provided by Members pursuant to this agreement shall be used solely for the purposes of this Agreement and shall not be considered as payment for any fines, penalties, or monetary sanctions. To the extent any governmental agencies assess penalties arising from performance of or failure to perform the Work, said penalties shall be an Approved Cost and allocated in accordance with Section 8 of this Agreement.

9. Annual Budget Review.

9.1 County Budget. Lewis County (the "County") shall submit a proposed annual budget for Work at the Site to be performed by the County pursuant to Section 6 to each Designated Representative at the same time the County provides its proposed annual budget to the Lewis County Board of County Commissioners and the public for review and comment. Each Member may review and submit comments on such budget to the County within the same time limits as the general public.

9.2 Group Budget. The Executive Committee shall submit a proposed budget for all necessary Work ("Group Budget") annually to each Designated Representative within 30 days of the date that the County submits its budget to the Members. This Group Budget shall reflect all amounts which the Executive Committee reasonably expects should be paid from the County Landfill Closure Fund and each account of the County Operating Trust Fund during the years covered by the budget and shall include the amount necessary to fund that portion of the budget of Lewis County related to performing Work at the Site. At the time it submits the Group Budget, the Executive Committee shall submit a schedule to the Designated Representatives for Members' submission of comments and approval of the proposed Budget. Such schedule shall provide Members at least 15 days to comment on and 30 days to approve said budget.

10. Waiver of Conflict of Interest.

In the event that the Executive Committee retains common counsel, each Member agrees that: (1) it will not claim or assert that, based solely on said counsel's past or present representation of a Member, said counsel has a conflict of interest in performing legal services authorized by the Executive Committee and arising out of the Site, unless the Member notifies the Executive committee of the claimed conflict within twenty (20) days of receiving notice of intent to hire said counsel; (2) it will not claim or assert that, based solely on said counsel's representation of the Group under the terms of this Agreement, said counsel has a conflict of interest in connection with any representation of any other person or entity in a matter pending as of the date of receiving notice of intent to hire said counsel, unless the Member notifies the Executive Committee of the claimed conflict within twenty (20) days of receiving said notice; (3) it will claim or assert that, based solely on said counsel's representation of the Group under the terms of this Agreement, said counsel has a conflict of interest in any future representation of any person or entity unless the subject matter relating to said representation arises out of or is connected to the Centralia Landfill Site and involves or could involve any facts or information obtained from the Member during the term of this Agreement; (4) in the event that any conflict develops in the performance of work authorized by the Executive Committee by said counsel and the legal services authorized by any Member that has retained that counsel, the Member consents to that counsel's continued performance of the work authorized by the Executive Committee.

11. Confidentiality of Shared Information.

(a) Each Member agrees that, to the extent permitted by law, all shared information received from any other Member or its counsel, technical consultant, or common counsel pursuant to this Agreement shall be held in strict confidence by the receiving Member and by all persons to whom confidential information is revealed by the receiving Member pursuant to this Agreement;

(b) The Members intend that no claim of work product, attorney-client privilege or other privilege be waived by reason of participation or cooperation pursuant to this Agreement.

(c) Each Member shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with this Agreement, is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person;

(d) The confidentiality obligations of the Members under this Section shall remain in full force and effect to the extent permitted by law.

12. Denial of Liability.

This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, nor an estoppel against any Member, by Members as among themselves or by any other person not a Member. However, nothing in this section is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Agreement against any part to this Agreement.

13. Insurance.

The Members do not intend hereby to make any agreement that will prejudice any Member with respect to its insurers and, by entering into this Agreement, anticipate that the actions taken pursuant to this Agreement will benefit such insurers. If any insurer makes any claims that any aspect of this Agreement provides a basis for rejection or limitation of coverage of a Member, the Group will attempt, consistent with the objectives of this Agreement, to return any Member subject to such claim to a position that is satisfactory to such insurers.

14. Successors and Assigns.

This Agreement shall be binding upon the successors and assigns of the Members. No assignment or delegation of the obligation to make any payments or reimbursement hereunder will release the assigning Member without the prior written consent of the Executive Committee.

15. Allocation in the Event of Default.

The Executive Committee shall have the authority to declare any Member to be in default under this Agreement where said member has failed to satisfy any obligation hereunder in a timely manner. The unpaid balance of any defaulting Member's assessed Payments shall be assessed by the Executive Committee against the other members hereto (without waiving any rights such Members may have against the defaulting Member or its successors or assigns) on a pro rata basis in accordance with Exhibit A (as amended from time to time).

16. Advice of Counsel.

No Member, or representative or counsel for any Member, has acted as counsel for any other Member with respect to such Member entering into this Agreement, except as expressly engaged by such Member with respect to this Agreement, and each Member represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Agreement.

No Member or its representative serving on any committee or subcommittee shall act as legal counsel or legal representative of any other Member, unless expressly retained by such Member for such purpose, and except for such express retention, no attorney/client relationship or fiduciary relationship is intended to be created between representatives on the Executive Committee and the Members.

17. Waiver and Release of Liability.

17.1 Waiver and Release. No Member or its representative serving on any committee or subcommittee shall be liable to any other Member for any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment incurred or arising as a result of any acts or omissions taken or made in good faith within the scope of this Agreement.

17.2 Survival. This section shall survive the termination of this Agreement.

18. Indemnification.

18.1 Indemnification. Each Member agrees to indemnify, defend and hold harmless any other Member and its representative(s) from and against any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment (collectively "liability") which in any way relates to the good-faith performance of any duties under this Agreement by any Member or its representative(s) on behalf of the Executive Committee, Executive Director, Joint board, Subcommittee or the Group, including but not limited to, any liability arising from Work performed by the City of Centralia or Lewis County pursuant to this Agreement or from any contract, agreement or instructions signed by any Member or its representatives(s) at the request of the Executive Committee, the Joint Board or the Group. Except for payment of legal fees as incurred, this indemnification shall not apply to any liability arising from a criminal conviction where the Member or its representative(s) had reasonable cause to believe that the conduct in question was unlawful.

18.2 Approved Cost. Amounts paid under this section shall be an Approved Cost.

18.3 Survival. This section shall survive the termination of this Agreement.

19. Covenant Not To Sue.

19.1 Covenant. In consideration of the mutual undertakings in this Agreement, each Member covenants not to sue the other Members or their officers,



directors, employees or agents with respect to any claims or liability arising out of the enforcement of Environmental Laws at the Site, except for any claims relating to the enforcement of this Agreement or any claims reserved pursuant to this Agreement. The Members expressly reserve the right, jointly and severally, to take such actions as may be necessary to collect or compel the payment by any other Member of any amounts due and payable pursuant to this Agreement.

19.2 Survival. This section shall survive the termination of this Agreement.

20. Dispute Resolution.

Except as otherwise provided in this Agreement, these Dispute Resolution procedures shall apply to all disputes among the Members or between any Member and any third party with respect to the meaning and application of this Agreement.

Any dispute which arises with respect to the meaning or application of this Agreement shall in the first instance be the subject of informal negotiations among the Members and any third party who asserts an interest in or through this Agreement. The Members shall attempt expeditiously to resolve disputes informally among themselves or with any third party. Such informal negotiations shall be commenced by any Member by submitting a written request setting forth the reasons for the dispute within seven (7) days of knowledge of the dispute or within seven (7) days of the disputed event, whichever is earlier. For any disputes with respect to determinations, approvals, or other actions by governmental agencies that are not Members, the Member shall file the written request within seven (7) days of notice of the contested governmental action. The period for informal negotiations shall be fifteen (15) days from the date the other Member receives such request. The period for informal negotiations may be extended or shortened by mutual written agreement of the Members and any other party to the dispute.

At the conclusion of the informal negotiation period, each Member or third party will notify the others in writing of its decision regarding the matter in dispute. If negotiations have not resolved the disputed matter, any Member or third party may pursue all other remedies. In circumstances where Lewis County determines that potential significant injury to public health or the environment is present, Lewis County may pursue any remedy concerning the matter in dispute prior to the expiration of the informal negotiation period set forth in this Section.

The invocation of the informal Dispute Resolution process shall not excuse delay in performance of any undisputed obligation.

Any resolutions of disputes raised under this Section shall be reduced to writing and shall be signed and dated by the Members and any third parties and shall be deemed to be incorporated into this Agreement by reference as is fully set forth herein.

21. Notice.

All notices, bills, invoices, reports, and other communications with a Member shall be sent to the representative designated by the Member of said Member's signature page of this Agreement. Each Member shall have the right to change its representative upon ten (10) days' written notice to the Chair of the Executive Committee.

22. Effective Date.

The effective date of this Third Amended Interlocal Agreement shall be March 1, 2017, or the earliest date thereafter by which this Agreement has been duly approved and executed by all the Members. From and after its effective date, this Agreement shall supersede in all respects that certain First and Second Amended Interlocal Agreements Regarding Centralia Landfill Closure by and between the Members and such agreements shall thereafter be null and void.

23. Termination.

This Agreement shall terminate and have no further effect on March 31, 2042, or in the event that the governing bodies of all Members agree in writing to its termination whichever occurs first. Upon termination, the Finance Director shall remit any balance in the Operating Trust Fund not needed for the purposes of this Agreement to Members as provided in section 7.10.

24. Amendments.

24.1 Procedure. This Agreement may be amended only upon the approval of the governing body of each Member. In any event, the provisions of sections 17, 18, 19, and 24 cannot be amended to limit the effect of sections 17, 18, and 19 with respect to acts or omissions taken or made prior to such amendment.

24.2 Amendment if Costs Exceed \$13 Million. In the event that the sum of Payments and District Revenues contributed by Members and the District and authorized for payment of Approved Costs by the Executive Committee exceed thirteen million dollars (\$13,000,000), any Member who has paid its proportionate share of such Approved Costs no exceeding thirteen million dollars (\$13,000,000) as assessed by the Executive Committee may elect to terminate its participation under this Agreement in accordance with this Section 24.2. Whenever any quarterly status report furnished to Designated Representatives pursuant to Section 7.12 or any annual Group Budget submitted to Designated Representatives pursuant to Section 9.2 first indicates that Approved Costs payable from the Payments Account of the Operating Trust Fund are projected to reach thirteen million dollars (\$13,000,000) within 12 months following the submission of the report or Budget, that report shall be accompanied by a letter or memorandum alerting Designated Representatives to such cost projection. Upon receiving such report, any Member that may wish to terminate its participation under this Agreement may require that the Executive Committee call a meeting of the Joint Board. To require such a meeting, the Member must, within fourteen (14) days of receipt of such

report or Budget, serve written notice of its interest in terminating participation and its request for a meeting upon the Executive Director. The Executive Committee shall call a meeting of the Joint Board within fourteen (14) days of receipt by the Executive Director of such a request. At such meeting of the Joint Board, the Members shall negotiate in good faith to determine whether a course of action exists that would be mutually advantageous. Within seven (7) days following such meeting, any Member that determines to terminate its participation shall give the Executive Director written notice of such determination. In the event that one or more Members terminate participation pursuant to this section, the percentage share of any terminating Member shall be reallocated among the Members which do not terminate on a pro rata basis. No Member may terminate its participation pursuant to this section until it has paid its proportionate share of thirteen million dollars (\$13,000,000) in Approved Costs not otherwise paid by District Revenue into the Operating Trust Fund. Any terminating Member shall have no right to vote on any issue that involves payment from the Payments Account of the Operating Trust Fund of Approved Costs in excess of thirteen million dollars (\$13,000,000), and shall have no rights under this Agreement after giving notice of its determination to terminate. Members which do not terminate expressly reserve the right to pursue all remedies they may have exclusive of this Agreement against any terminating Member. Amounts paid by a terminating Member pursuant to this Agreement shall be set off against any determination of that Member's total liability for costs associated with closure, post-closure and remediation activities at the Site.

25. Severability.

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

26. Entire Agreement.

This Agreement constitutes the entire understanding of the Members with respect to its subject matter and supersedes any previous agreements entered into with respect to the Site.

27. Applicable Law.

For purpose of enforcement or interpretation of the provisions of the Agreement, the Members agree that the laws of the State of Washington shall be applicable, and further agree not to contest personal jurisdiction in the State or Federal Court of Washington with respect to litigation brought for such purposes. Venue of any action brought to enforce or integrate this Agreement shall be in Lewis County Superior Court or in the District Court for the Western District of Washington, Tacoma, Washington.

28. Separate Documents.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

29. Nature of Agreement.

Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Members. In the event that any proposed Member fails to execute this Agreement within a reasonable time, the Members shall negotiate in good faith to determine a means to collect the portion of Approved Costs allocated by Exhibit A (as amended from time to time) to such proposed Member.

IN WITNESS WHEREOF, the Members hereto enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to execute and enter into this Agreement on behalf of and by the governing body of the entity on whose behalf it is indicated that the person is signing.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF CENTRALIA, WASHINGTON

By Bonnie Canady  
\_\_\_\_\_, Mayor

Attest:

Helena Balodan  
\_\_\_\_\_, City Clerk

[Signature]  
\_\_\_\_\_, City Manager

Approved as to Form:

[Signature]  
\_\_\_\_\_, City Attorney

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF CHEHALIS, WASHINGTON

By \_\_\_\_\_

\_\_\_\_\_, Mayor

Attest:

\_\_\_\_\_

\_\_\_\_\_, City Clerk

\_\_\_\_\_

\_\_\_\_\_, City Manager

Approved as to Form:

\_\_\_\_\_

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF MORTON, WASHINGTON

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

\_\_\_\_\_  
\_\_\_\_\_, City Manager

Approved as to Form:

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF MOSSYROCK, WASHINGTON

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

\_\_\_\_\_  
\_\_\_\_\_, City Manager

Approved as to Form:

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF PE ELL, WASHINGTON

By \_\_\_\_\_

\_\_\_\_\_, Mayor

Attest:

\_\_\_\_\_

\_\_\_\_\_, City Clerk

\_\_\_\_\_

\_\_\_\_\_, City Manager

Approved as to Form:

\_\_\_\_\_

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



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF VADER, WASHINGTON

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

\_\_\_\_\_  
\_\_\_\_\_, City Manager

Approved as to Form:

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

LEWIS COUNTY, WASHINGTON

By \_\_\_\_\_

\_\_\_\_\_, Chairman

By \_\_\_\_\_

\_\_\_\_\_, Commissioner

By \_\_\_\_\_

\_\_\_\_\_, Commissioner

Attest:

\_\_\_\_\_

\_\_\_\_\_, Clerk of the Board

\_\_\_\_\_

\_\_\_\_\_  
Director of Public

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_  
Prosecuting Attorney

EXHIBIT A  
[PERCENTAGE SHARE SCHEDULE]

Member	Percentage Share
Lewis County (unincorporated portion)	59.253%
Centralia	21.875%
Chehalis	9.702%
Morton	1.457%
Mossyrock	0.969%
Vader	0.800%
Pe Ell	0.832%
Cities in LCSWDD#1 but not in CLCG Not sure how we should show the new numbers	
Winlock	1.743%
Toledo	0.936%
Napavine	2.432%

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Andrew Hunziker, Property Maintenance Technician II  
Caryn Foley, City Clerk

**MEETING OF:** June 12, 2017

**SUBJECT:** Janitorial Services Contract

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**ISSUE**

The current janitorial contract has not been revised in several years, and ongoing dissatisfaction with the quality of cleaning services prompted the administration to solicit bids for janitorial services.

**DISCUSSION**

In 2011, the city solicited bids for janitorial services. Coastal Business Services was awarded the bid. The agreement provided for a term of one year, and then on a month-to-month basis. Due to increasingly poor service and lack of responsiveness to complaints, the administration recently solicited sealed bids for a new provider.

A tour of the buildings to be serviced was conducted with each bidder so they could get a good idea of the size of the job and what it actually entails. As an example, the current provider allots two hours to clean the entire city hall building, which has proven to be an insufficient amount of time. The bid specifications also included some services that had been discontinued during leaner budget years to save money (e.g., sanitizing floors, and emptying garbage receptacles).

The administration wants to ensure that city facilities look their best when the public visits. The level of service has been substandard. Carpets are not being vacuumed and bathrooms appear to have minimal cleaning.

Four bids were received. The airport has a separate contract for janitorial services and wishes to remain with that vendor at this time. The bid specifications included the airport facility, but noted that it may or may not be included. The bid results below show the airport not included:

Janitorial Services	Coastal	Mrs. Klean	Cabbros	Bald Eagle
Cost per month	\$ 2,179.09	\$ 2,898.55	\$ 2,820.00	\$ 7,199.50
Less Airport Facility	\$ 107.17	\$ 211.17	\$ 160.00	\$ 298.00
Totals	\$ 2,071.92	\$ 2,687.38	\$ 2,660.00	\$ 6,901.50
Sealing/Waxing Floors	Coastal	Mrs. Klean	Cabbros	Bald Eagle
Cost per occurrence	\$ 280.50	\$ 429.10	\$ 966.00	\$ 1,960.00
Less Airport	\$ 24.75	\$ 48.73	\$ 96.00	\$ 140.00
Totals	\$ 255.75	\$ 380.37	\$ 870.00	\$ 1,820.00
<b>TOTALS</b>	<b>\$ 2,327.67</b>	<b>\$ 3,067.75</b>	<b>\$ 3,530.00</b>	<b>\$ 8,721.50</b>

Coastal Custodial (formerly Coastal Business Services), the current provider, submitted the low bid, but as noted above, the service has been of poor quality and the firm has been unwilling or unable to improve the quality of the cleaning services, demonstrating a lack of responsiveness despite numerous attempts to communicate the dissatisfaction with the level of service provided.

The administration recommends that the bid be awarded to Mrs. Klean Janitorial, the second low bidder. Mrs. Klean submitted two letters of recommendation and staff spoke with three other references. All of them indicated Mrs. Klean does nice work and they all recommended the company for cleaning the city's buildings.

#### **FISCAL IMPACT**

The current monthly rate for janitorial services (not including the cost of sealing/waxing floors) is \$1,796.84. The award of the bid to Mrs. Klean would increase the monthly rate by \$890.54. This increase is not included in the 2017 budget. In addition, it should be noted that the monthly amount would be increased annually to provide for any increases in the prevailing wage rate.

The city currently pays \$900 for sealing/waxing the Hess Kitchen and V.R. Lee Building one time per year. Mrs. Klean's proposal would allow all city facilities to be cleaned twice per year at less cost than we are now spending.

#### **RECOMMENDATION**

It is recommended that the City Council award the bid for janitorial services to Mrs. Klean Janitorial and authorize the City Manager to enter into a contract.

#### **SUGGESTED MOTION**

I move that the City Council award the bid for janitorial services to Mrs. Klean Janitorial and authorize the City Manager to enter into a contract.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Ken Cardinale, Fire Chief

**MEETING OF:** June 12, 2017

**SUBJECT:** Purchase of Temporary Fire Apparatus Storage Bay

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**ISSUE**

Temporary housing of the City's fire apparatus will be needed when a temporary location is established for the fire station while planning for the future permanent station.

**DISCUSSION**

The Chehalis Fire Station was constructed prior to the development of modern building codes. Design requirements for structural building components resisting lateral wind and seismic loading have advanced significantly since the time of the original construction. At the time the building was constructed unreinforced masonry was considered to be an inexpensive durable material that outperformed many other building materials in regards to appearance, fire resistance, and durability in damp northwest environments. However, Unreinforced Masonry (URM) is brittle when subjected to shear forces due to lateral loads induced by seismic events.

There are numerous deficiencies in structural and nonstructural building systems in the current Fire Station. The probable cost to retrofit the building to achieve compliance with the importance factors for an essential facility specified by the current Building Code and Basic Performance Objectives for New Buildings (BPON) will likely exceed the cost to provide a new facility.

Therefore, it is recommended that the Fire Department relocate to a temporary structure while alternative options are explored. A critical component would include the temporary housing of the department's fire apparatus, while a permanent solution is found.

We currently have an option to purchase the temporary apparatus bay from Central Pierce County Fire and Rescue Department, who has been using the temporary apparatus bay to house their equipment during the construction of their new fire headquarter station, for \$20,000. A new temporary apparatus bay from the manufacture would cost in excess of \$50,000.

**FISCAL IMPACT**

The cost of such a temporary apparatus bay would be \$20,000. There would be an additional \$4,000 for shipping to our site location and \$6,000 for reconstruction of the apparatus bay at the temporary station location. This would bring the total of the entire project cost to \$30,000. The 2017 Fire Department budget includes \$75,000 for the fire station improvements and it is proposed that this funding be used for the purchase of the temporary apparatus bay.

**RECOMMENDATION**

It is recommended that the City Council approve the purchase of the temporary apparatus bay from Central Pierce County Fire and Rescue using the funds currently budgeted for fire station improvements.

**SUGGESTED MOTION**

I move that the City Council approve the expenditure of \$30,000 to purchase and install the temporary apparatus bay from Central Pierce County Fire and Rescue using the funds currently budgeted for fire station improvements.

**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

**MEETING OF:** June 12, 2017

**SUBJECT:** Ordinance No. 972-B, First Reading – Amending the Chehalis Comprehensive Plan Dated 2011

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**ISSUE**

Per the Growth Management Act (GMA), 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 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 years.

The following are the general updates completed for the plan:

1. Update of census-related data.
2. Update references to other planning documents.
3. Update the city’s population allocation and projections for the next planning period.
4. Update maps and photos.
5. Update of all Capital Improvements Plans for the next planning period.

The attached ordinance is presented for consideration on first reading. However, there will be minor additions to the Plan during the adoption process. The GMA requires that the local adoption process be documented within the Plan itself. During the next few weeks, more appendices will be added to the Plan to reflect the current adoption process.

The Planning Commission held a public hearing on this proposal on March 14, 2017. There have been no citizen comments on this proposal.



It is also possible that state agency comments will be submitted prior to the final version of the Plan in April. If any revisions are made to accommodate state requirements, the agenda report for the next City Council meeting will explain what issues were raised, and what the recommended language will be to satisfy the GMA requirements.

The City's Capital Improvement Plan (CIP) is included in this proposal. As the current economic challenges affect the City's ability to implement the CIP over time, revisions to this element of the Plan will be presented for consideration. The CIP is a required and significant element of the City's budgeting process – it will be important for the administration to monitor the provisions of the CIP as it relates to capital expenses each year.

Ordinance No. 972-B makes reference to the proposed update to the Comprehensive Plan that is currently posted on the City's website. The administration encourages all interested citizens to review the proposed Plan and submit any comments to the Community Development Department. This ordinance, when presented for the City Council's consideration on second and final reading, will have a copy of the final version of the Plan attached in electronic format.

The Notification for 60-Day Review of Comprehensive Plan Amendment was sent to the Washington State Department of Commerce on March 27, 2017, and they officially received our update on March 30, 2017. The 60-day public comment period ended May 30, 2017. The City Council conducted a public hearing earlier in this meeting. Second reading of the ordinance will occur June 26, 2017, during the City Council's next regular meeting.

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 pass Ordinance No. 972-B on first reading to amend the Chehalis Comprehensive Plan Dated 2011, recognizing that certain additions could be made to the final version of the referenced Comprehensive Plan.

#### **SUGGESTED MOTION**

I move that the City Council pass Ordinance No. 972-B on first reading to amend the Chehalis Comprehensive Plan Dated 2011, recognizing that certain additions could be made to the final version of the referenced Comprehensive Plan.

**ORDINANCE NO. 972-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS,  
WASHINGTON, AMENDING THE CHEHALIS  
COMPREHENSIVE PLAN DATED 2011, AND  
ESTABLISHING AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, the City of Chehalis is required to develop a Comprehensive Plan and implementing regulations that are consistent with the state Growth Management Act, RCW 36.70A; and

**WHEREAS**, Chehalis adopted a compliant Comprehensive Plan and Development Regulations in July, 1999; and

**WHEREAS**, the Chehalis Comprehensive Plan and Development Regulations have been reviewed annually since adoption, and revised as required to be consistent with the Act; and

**WHEREAS**, Chehalis adopted an update to the Comprehensive Plan and Development Regulations in June 2003 and April 2011; and

**WHEREAS**, the 2017 amendments to the adopted Comprehensive Plan have been developed and presented to the Chehalis Planning Commission with open public meetings thereof, to update the Plan as required by RCW 36.70A.130; and

**WHEREAS**, the proposed amendments to the Plan were reviewed under the requirements of the State Environmental Policy Act (SEPA); and

**WHEREAS**, the Chehalis Planning Commission held a public hearing on the draft amendments to the Plan on March 14, 2017, and subsequently recommended adoption of the proposed amendments; and

**WHEREAS**, the draft amendments to the Plan were submitted to State agencies on March 27, 2017, for the 60-day state agency review as required by RCW 36.70A.106; and

**WHEREAS**, no public comments relating to the draft Plan have been received; and

**WHEREAS**, the proposed amendments to the Plan provide that the City of Chehalis remains consistent with the requirements of the Growth Management Act; now therefore

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

**Section 1.** The Chehalis Comprehensive Plan dated July, 1999, shall be, and the same hereby is amended to reflect the elements contained in the document titled, "Chehalis

Comprehensive Plan Update - 2017,” which is posted on the City of Chehalis website, and incorporated by reference as if fully set forth herein.

**Section 2.** The effective day of this Ordinance shall be immediately upon its passage and after five days following the date of publication.

**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:

\_\_\_\_\_  
Caryn Foley, 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:** Rick Sahlin, Public Works Director  
Don Schmitt, Street/Storm Superintendent

**MEETING OF:** June 12, 2017

**SUBJECT:** Adoption of the 2018-2023 Six-Year Transportation Improvement Program

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**ISSUE**

Attached is Resolution No. 4-2017, which includes the recommended 2018-2023 Six-Year Transportation Improvement Plan (TIP). The plan, which was presented and reviewed at a public hearing on May 22, 2017, is now being presented for the City Council's review, consideration, and adoption.

**DISCUSSION**

The City is required to annually update the Six-Year Transportation Improvement Plan and to submit any updates to the Regional Transportation Planning Organization (RTPO), whose duty it is to submit a Regional Transportation Plan to Washington State Department of Transportation. As mentioned in the past, a project's inclusion in the city's or RTPO's TIP does not, by itself, provide or guarantee funding. However, in order for a project to be eligible for federal or state funding assistance, it must first be listed in the TIP. Should a funding opportunity arise for a project not listed on the TIP, the TIP can be amended to add the project. The City does not have any current projects listed on the STIP.

On May 22, 2017, the City Council held a public hearing on the proposed TIP to get public comment on the proposed plan. No members of the public presented comments. The City Council requested the administration provide a schedule for projects that could be financed with Transportation Benefit District funds for the foreseeable future. The TIP has been revised to reflect that request.

**FISCAL IMPACT**

None at is time, although TBD funds will be utilized for projects and engineering services later this year.

## **RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 4-2017 on first and final reading, approving the 2018-2023 Six-Year Transportation Improvement Plan.

## **SUGGESTED MOTIONS**

### ***First Motion***

- I move that the City Council suspend the rules requiring two readings of a resolution.

### ***Second Motion***

- I move that the City Council adopt Resolution No. 4-2017 on first and final reading, approving the 2018-2023 Six-Year Transportation Improvement Plan.

**RESOLUTION NO. 4-2017**

**A RESOLUTION OF THE CITY OF CHEHALIS,  
WASHINGTON, ADOPTING THE 2018-2023 SIX-YEAR  
TRANSPORTATION IMPROVEMENT PLAN FOR THE  
CITY OF CHEHALIS.**

**WHEREAS**, pursuant to RCW 35.77.010, a public hearing was held by the City Council on the 22<sup>nd</sup> day of May, 2017 to consider the 2018-2023 six-year transportation improvement plan for the city; and

**WHEREAS**, the City Council is desirous of adopting a six-year transportation improvement plan, now, therefore,

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

**Section 1.** The 2018-2023 six-year transportation improvement plan for the city, hereto attached and by this reference incorporated herein, shall be, and the same hereby is, adopted as the 2018-2023 six-year transportation improvement plan for the city effective the reporting year 2017/2018.

**ADOPTED** by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 12<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and content:

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

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, FEMA preleveling, patching	Arterial Street/4% Funds/TBD	2017		125,000	175,000	175,000	175,000	200,000	200,000	200,000		1,250,000
National Ave./ Coal Cr. Improvements	Coal Creek Bridges, intersection, pedestrian improvements	Grants/Arterial Street/4% Funds/TBD	2017		100,000	100,000	2,800,000						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	2020				200,000				1,800,000		2,000,000
Market Blvd - Park St to 13th St	Grind / overlay/signal upgrades	Grants/Arterial Street/4% Funds/TBD	2017		50,000	50,000		1,250,000					1,350,000
Market Blvd - 13th to city limits	Grind / overlay	Grants/Arterial Street/4% Funds/TBD	2019				100,000			750,000			850,000
Saively 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/Newatum Ave repairs	Spot repairs Hwy 6 to Shorey Rd/sidewalks	Grants/Arterial Street/4% Funds/TBD	2018			300,000							300,000
Chamber Way Bridge Replacement	Replace Bridge	Grants/Arterial Street/4% Funds/TBD	Future									15,000,000	15,000,000
Kresky Ave Improvements	Overlay	Grants/Arterial Street/4% Funds/TBD	2019				500,000						500,000
Kresky 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	2019				60,000						60,000
Chehalis Avenue	Repair Main St. to John St.	Arterial Street/4% Funds/TBD	2017		70,000								70,000
Chehalis Avenue	Repair 3rd St. to 9th St.	Arterial Street/4% Funds/TBD	2017		20,000	265,000							285,000
Main St.- Market to I-5	Grind and overlay	Grants/Arterial Street/4% Funds/TBD	2022					500,000					500,000
20th St.- Market to Salisbury	Grind and overlay	Grants/Arterial Street/4% Funds/TBD	2020				200,000						200,000
Cascade Ave.- Main to 13th St.	Spot repairs/ chip seal	Grants/Arterial Street/4% Funds/TBD	2018			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	2021						275,000				275,000
Chamber Way- Louisiana to dead end.	Grind & overlay	Arterial Street/4% Funds/TBD	2018			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	2017		50,000								50,000
					415,000	1,075,000	3,655,000	1,825,000	475,000	1,450,000	2,000,000	25,397,000	36,272,000