

PLEASE NOTE SPECIAL MEETING TIME

CHEHALIS CITY COUNCIL AGENDA

CITY HALL
350 N MARKET BOULEVARD, CHEHALIS, WA 98532

Anthony E. Ketchum Sr., District 3
Mayor

Terry F. Harris, District 1
Daryl J. Lund, District 2
Dr. Isaac S. Pope, District 4

Dennis Dawes, Position at Large, Mayor Pro Tem
Chad E. Taylor, Position at Large
Bob Spahr, Position at Large

March 8, 2010

5:15 P.M.

EXECUTIVE SESSION

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| 1. <u>Executive Session Pursuant to RCW 42.30.110(1)(c) - Lease or Sale of Real Estate.</u> (City Manager, Community Development Director) | | |
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Regular Meeting of March 8, 2010

6:00 P.M.

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
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| 2. <u>Call to Order.</u> (Mayor) | | |
| 3. <u>Pledge of Allegiance.</u> (Mayor) | | |

CITIZENS BUSINESS

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.

PRESENTATIONS / PROCLAMATIONS

4. <u>Chehalis Community Spirit Award.</u> (Mayor)	---	
5. <u>Rosie the Riveter – Invitation to Hear About and Meet the Rosies on March 10, 2010, at the Centralia College Corbet Lyceum.</u> (Susanne Weil)	---	1

CONSENT CALENDAR

6. <u>Minutes of the Special Work Session of February 16, and the Regular Meeting of February 22, 2010.</u> (City Clerk)	APPROVE	2
7. <u>Vouchers and Transfers.</u> (Finance Manager)	APPROVE	18
8. <u>2010 Agreement to Provide Tourism Promotion and Visitor Information Services.</u> (City Manager)	AUTHORIZE CITY MANAGER TO EXECUTE AGREEMENT BETWEEN THE CHAMBER OF COMMERCE AND THE CITIES OF CHEHALIS AND CENTRALIA, AND LEWIS COUNTY FOR 2010 TOURISM PROMOTION IN AN AMOUNT NOT TO EXCEED \$21,000 (\$7,000 EACH)	20
9. <u>Master Interlocal Agreement for Reimbursable Work with Lewis County.</u> (City Manager)	AUTHORIZE CITY MANAGER TO EXECUTE AGREEMENT BETWEEN THE CITY AND LEWIS COUNTY PUBLIC WORKS NOT TO EXCEED \$20,000 PER AGREEMENT OR AN ANNUAL AGGREGATE AMOUNT OF \$30,000	29
10. <u>Confirm Re-appointment of Dr. John McCord to the Chehalis-Centralia Airport Governing Board.</u> (Mayor)	RE-APPOINT DR. JOHN McCORD TO THE CHEHALIS-CENTRALIA AIRPORT GOVERNING BOARD FOR A SIX YEAR TERM EXPIRING MARCH 31, 2015	36
11. <u>Award Bid for Newaukum River Bridge No. 20 Waterline Replacement Project.</u> (Public Works Director, Water Superintendent)	AWARD BID TO PILCHUCK DIVERSIFIED SERVICES IN THE AMOUNT OF \$347,664.16	38
12. <u>Authorize City Manager to Execute Interlocal Agreements Between the City and the Chehalis-Centralia Airport Governing Board and the Port of Chehalis; and the Memorandum of Understanding Between the City and the Chehalis-Centralia Chamber of Commerce for the Purpose of Retaining Legal Counsel and Professional Services in the Review of the FEMA Mapping Diagrams as Presented.</u> (City Manager)	AUTHORIZE CITY MANAGER TO EXECUTE INTERLOCAL AGREEMENTS BETWEEN THE CITY AND THE CHEHALIS-CENTRALIA AIRPORT GOVERNING BOARD AND THE PORT OF CHEHALIS; AND THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CHEHALIS-CENTRALIA CHAMBER OF COMMERCE	44

STAFF AND CITY COUNCIL REPORTS

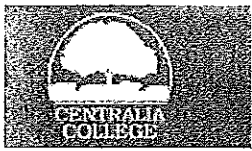
13. <u>Staff Reports.</u>		
a. Status of Spring park openings. (Community Development Director)	INFORMATION ONLY	58
b. Update on hiring attorney for FEMA mapping issue. (City Manager)	INFORMATION ONLY	
14. <u>Council Reports.</u>		
a. Councilor reports. (City Council)	INFORMATION ONLY	
b. Council committee reports. (City Council)	INFORMATION ONLY	

UNFINISHED BUSINESS

15. <u>Resolution No. 6-2010, First and Final Reading – Amending the 2010-2015 Six-Year Transportation Plan.</u> (Public Works Director, Street Superintendent)	ADOPT	67
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**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON
OTHER ITEMS NOT LISTED ON THIS AGENDA**

NEXT REGULAR CITY COUNCIL MEETING WILL BE ON MONDAY, MARCH 22, 2010

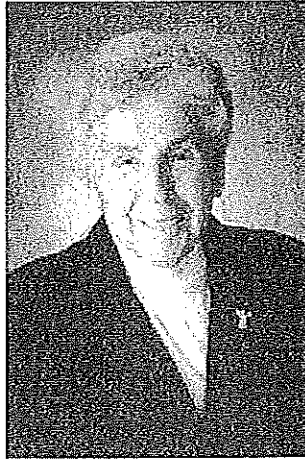


Centralia College Lyceum

THE LEWIS COUNTY HISTORICAL MUSEUM

A Journey into the Past

*What Was It Like To Be A
Real "Rosie the Riveter"?*



**Helen
Holloway**

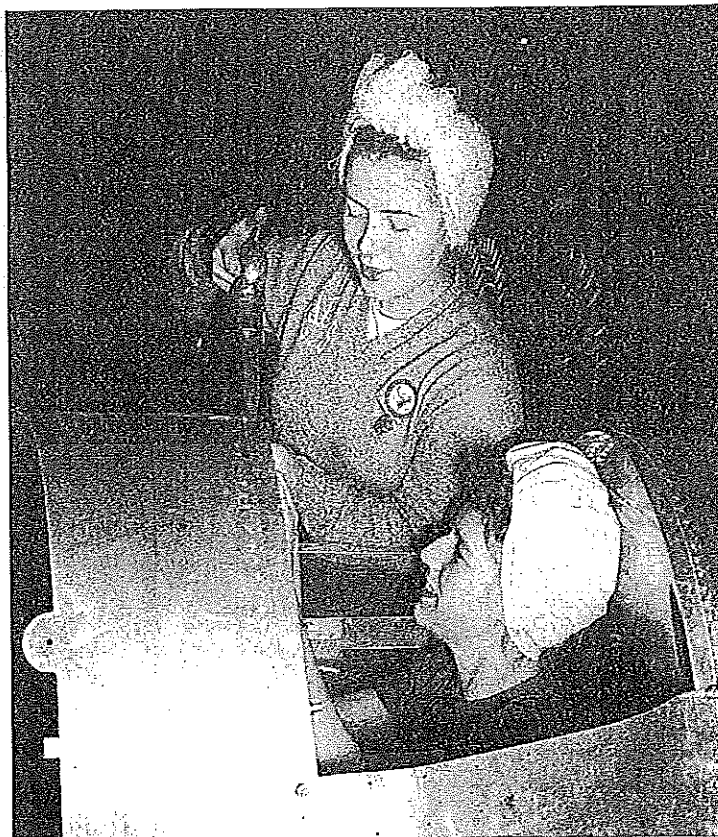
~interviewed by~

Edna Fund



Reception to Follow, Corbet Lobby—Meet the Rosies!

**Weds.,
Mar. 10,
2010
1 p.m.,
Corbet**



**Lyceum:
Free &
Open
To The
Public!**

*Chehalis Boeing P16151: Evelyn Stedham & Lorraine Hamilton
Photograph Courtesy of the Lewis County Historical Museum*

For Information, Call Susanne Weil. 360 736 9391; sweil@centralia.edu

Centralia College Co... with EEOC Guidelines

February 16, 2010

The Chehalis city council met in a special work session on Tuesday, February 16, 2010, in the Chehalis city hall. Mayor Ketchum called the meeting to order at 5:04 p.m. with the following council members present: Terry Harris, Dr. Isaac Pope, Bob Spahr, Daryl Lund, Chad Taylor, and Dennis Dawes. Staff present included: Merlin MacReynold, City Manager; Judy Schave, City Clerk; Kelvin Johnson, Fire Chief; and Bob Nacht, Community Development Director. Members of the news media in attendance included Adam Pearson and Marquise Allen of *The Chronicle*, and Ron Hall from KITI.

1. Work Session – General Discussion on Possible Flood Control. Mayor Ketchum stated the main purpose of the meeting was to find out what the council's thoughts and opinions were about the whole process of flood control, and hoped by the end of the evening they could come to a consensus that City Manager MacReynold and Councilor Taylor could take forth. He instructed the council to talk freely about the following: the U.S. Army Corps of Engineers (Corps) Plan; the retention study; the new government coordinated study proposed by the Governor's Office that takes into consideration the study of retention and levees; the effectiveness and focus of the flood authority; FEMA maps; and flood zone issues versus flood district.

Councilor Taylor stated one of the reasons why he wanted to have the meeting was because there were so many ideas being discussed at the flood authority, and many decisions that had to be made. He stated he wanted to make sure he was on the right track with all of their wishes together, not just carrying forward his own personal feelings about it.

Councilor Taylor stated they had been in favor of supporting the authority to push forward for the water retention study, to make sure it moved forward. He felt the city's position was, in order to provide a sufficient amount of coverage and protection, water retention needed to be part of the study. Councilor Taylor noted he was also pushing to replace the existing flood authority with a flood zone.

City Manager MacReynold noted another issue they faced with the Corps project was that it felt like an either/or situation even though it didn't have to be. Councilor Taylor stated he had heard rumors the Corps project may not even be doable anymore because the new FEMA mapping would increase the project to greater than the 20 percent allowed, which meant it would have to go back to Congress for approval.

Councilor Harris indicated the Chehalis Basin Partnership was having the same discussions at the partnership meetings, adding the Corps was not going to do anything other than the levee system, until it was disapproved. He reported he was on the same page as Councilor Taylor, adding they needed to look at retention. Councilor Harris stated he was as stuck in the mud himself in trying to figure out where they should stand on issues, adding the difficulty was they were working with a moving target.

Councilor Pope felt they had wasted a lot of time and money and it really just came down to who to trust, adding he certainly didn't trust the Corps. He noted a lot of information had been presented to them on the issues, and the ones that made the most sense to him involved retention and the flood zone. Councilor Pope firmly believed if they didn't take a stand, a decision would be made with regards to I-5 with no regards for the rest of us. Mayor Ketchum agreed.

Councilor Spahr stated he originally thought they should work with the Corps on what they could get today, but rethought that issue, especially with the new flood maps coming out. He felt levees by themselves were not going to work; however, they were partially necessary. Councilor Spahr believed retention absolutely made sense and they should stay with retention. He added, two reasons why the idea of levees had not worked in the past were the cost of maintaining them, and they were not going to solve the problem. Councilor Spahr still maintained that something needed to be done about the Mellen Street Bridge. He stated he agreed with Councilor Pope, they needed to stick with retention.

Councilor Lund agreed with the opinions of Councilors Pope and Spahr on retention, but added they needed to work on moving towards a flood zone. He felt something would get done if J. Vander Stoep was in charge, adding he was very smart and was all about Lewis County as a whole.

Councilor Dawes stated he had been through many floods while working for the city, and heard from politicians as they came and went telling us they're not going to let it happen again. He indicated he even became cautiously optimistic after the 2007 event with players from Washington, D.C. involved, who could pull the strings to release the money to do the things we needed. He also felt they had gathered some good momentum with thoughts of combination water retention projects, and the like.

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Councilor Dawes believed the flood authority was too big and too cumbersome, and it had too many people with various degrees of interest of what they wanted to see done. He felt there were people on the flood authority that wanted to kill economic development in our area, to send it somewhere else, which made him start losing his confidence in that group.

Councilor Dawes stated he did not distrust the Corps, adding they were a military organization that would do only what they were ordered to do. With regards to the new FEMA mapping, Councilor Dawes indicated we were not the only area with concerns. He felt we needed to look in a different direction, perhaps a smaller focus on some kind of regional plan, and get those who are really affected involved, who want to be a part of the solution. Councilor Dawes stated he had heard that U.S. Representative Norm Dicks was being looked at for a different position in Washington, D.C. and didn't know if that would affect his ability to work on the issue, adding he would certainly hate to lose that kind of clout.

Councilor Spahr reported shortly after the 1990 flood he attended several meetings with the Corps and suggested to them that retention would probably be one of the best methods of resolving some of our issues. He noted their response was nobody was ever going to get a permit from the Corps to build a dam in the United States. Councilor Spahr stated he didn't know if that was true, and asked if anyone could shed some light on that issue. Councilor Taylor stated, in speaking with Dave Muller from the Lewis County Public Utility District (PUD), it would take a lot of permits and a long time.

Commissioner Averill stated the answer was yes, it could be done, reporting the PUD dam located above Riffe Lake was built after 1990; however there were all kinds of people out there that don't want them to be built.

Mayor Ketchum stated he felt the flood authority needed to take the next step in continuing the retention study that's up for discussion. He personally thought it was very unlikely that we would be able to build a retention dam, even if the study showed it to be the best option for us. Mayor Ketchum indicated he had one concern regarding the retention study, which was the idea of lowering the proposed levees as a cost savings measure, versus what the Corps was planning on. He believed if they lowered the levees and the dams were never built, we would lose the protection that we could have had with the Corps plan. Mayor Ketchum felt the best protection for the city was to follow the Corps plan, leaving the levees at the max level; and if the studies show that retention would work and we're able to build dams, it would just give us extra protection. He added it was nice that the Governor's Office proposed a study to the authority that included retention and levees, but again, he felt they needed to keep the levees at the level of the Corps study and not lower them.

Mayor Ketchum felt they needed to move towards a flood zone, not a district. In his opinion, the flood authority had lost its effectiveness and they were not focusing on what they were charged to do. He believed the authority was formed to work on the issue of how to form a flood district, and they were way off base in their efforts.

Councilor Harris reported after the 2007 flood, representatives from our area went up to talk to the Legislature to get them to understand that everyone wanted a holistic approach to fixing the basin, and that we didn't want them to authorize the levee plan until we had a chance to look at other alternatives that would fix more than just the levees. He stated if the fix had to be done in steps, he would like to think there would be something after the levees; however, now he wasn't even sure if they were going to be able to pull off the levees. Councilor Harris felt they needed to go back to their roots and look at where they were and what their thoughts were right after the 2007 event. He stated he could understand the Mayor's statement about just getting the levees done; however, he couldn't agree without knowing whether there was some future behind it. Councilor Harris felt levees alone would just create another bottleneck both upstream and downstream.

Councilor Taylor stated he had some of the same fears as Councilor Harris, adding once the levees were done, that might be it for us.

Councilor Dawes thought there was some discussion or a study done that showed if they built the levees the way they were proposed, it would do more damage upstream in the Adna and Doty area. Councilor Harris stated that was correct. Councilor Taylor noted the levee project wasn't even 35 percent complete, and to talk about what it does up and down stream seemed ridiculous to him.

Mayor Ketchum felt they just needed to find a project they can do now instead of wasting another 10 years and not even have a shovel moved.

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Commissioner Averill stated he understood the frustrations of the council, adding he shared some of the same concerns. He noted operating a flood authority had not been one of the more pleasurable tasks that he had been faced with. Commissioner Averill agreed they would not solve the problem without water retention, and he was fully committed to it. He believed our levees do nothing downriver, and by their very nature they shift the direction of water. Commissioner Averill stated in 1996 the Corps designed the project without any consideration of what it did upstream. He noted the fact was, if they clear out the jam at Mellen Street and at Galvin Road, they were going to get water a lot faster downstream which was one of the reasons why people were starting to look at the new FEMA maps a lot closer.

Commissioner Averill reported Northwest Hydraulics, the firm who did the study for PUD before they started the water retention study, was the same firm that drew the FEMA maps. He noted the only difference between the two was assumptions. Commissioner Averill reported the maps only had one function, which was to show the community where the water would go so they can get insurance on their homes. He stated Northwest Hydraulics was told, as part of their study, there were no 100 year levees and to consider them not there.

Commissioner Averill reported the Northwest Hydraulics report showed we could not solve the problem with water retention or levees alone, it would take the two together. He stated he knew the Corps would be unable to do anything because of the rules for Corps projects, which stated 20 percent revision up or down would take an act of Congress to change it. Commissioner Averill stated that was what they were working on and the reason for the coordinated study, which was on the docket of Thursday's flood authority meeting. He reported, if approved, it would say they need to look at how water retention can compliment the levees, adding they believed there was a design out there that could be done, using the one-to-one cost benefit ratio the Corps required to do both dams and levees.

Commissioner Averill noted there were some bad things about the Corps project, which included: the speed with which they worked; they don't know what the costs are going to be, or what would be protected; and they don't know where the water would end up. On the other hand, we wouldn't need to make any decisions until 2013 because that was the Corps current projection of where they would be at the time we need to make a decision to go, or not. He felt we needed to take advantage of the timing, and go back to try and change the language in the Water Resource Development Act (WRDA).

Commissioner Averill reported the funding for the Corps project was coming through Congress to the Corps, and we couldn't get to it except through the Corps. He noted the Twin Cities Project funding would be coming through the Governor's Office, and the General Investigation (G.I.) Project was through the flood authority; however, they were unable to get them to start design on that project. Commissioner Averill hoped through the G.I. study they could show that flood retention worked; however, if they continued at their current rate, they wouldn't even start the G.I. study until we have to make a decision on the dams.

Commissioner Averill reported he had been working with Congressman Brian Baird's Office, and registered several times, disconcert about the slow path it was taking. He noted the only money the flood authority had was the \$2.5 million, which was currently funding the PUD study.

Commissioner Averill stated he was not happy with the way things were going, but they could at least see things on the horizon and he was trying to lead the process for success. He noted if the city pulled back and went out on its own, they start all over and the county doesn't have the money to do that.

Commissioner Averill reported the county had a vision for over 80 years to fix flooding, and a legacy of no accomplishment. He provided information to council on how the flood authority was funded, what it does and some of the accomplishments they had made, and some of his concerns about where they go from here.

Councilor Dawes asked if Commissioner Averill wanted to carry through with the flood authority as it was, with the large membership. Commissioner Averill noted, as a group, they worked around the issues and the questions people were throwing out had to be addressed anyway. Councilor Dawes stated he agreed; however, it appeared that some of the members on the authority wanted to shoot things down before they even had a chance to run them to the end of the road. Commissioner Averill reported he shared in Councilor Dawes' frustration, but unfortunately from a funding standpoint, he didn't know how to get around it. He felt they were doing the best they could, and acknowledged he didn't like the progress they were making.

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Commissioner Averill stated because he was no longer the chair of the authority, come Thursday, he had some things he wanted to pass along to a few people. He felt the Corps was stalling and they needed to be told that publicly. Commissioner Averill believed they needed the coordinated study so they could break the deadlock and get on with solving the problem. He stated he was strongly for water retention, and his estimation was they couldn't get there without it.

Mr. Vander Stoep reported his client in the matter was the PUD, but their real clients were the people not only in Lewis County, but all down the Chehalis River basin. He felt the one thing they could agree on was the best answer for our community and the basin, was water retention.

Mr. Vander Stoep agreed with what Councilor Harris stated earlier, which was if they pinch the river in the middle they would add flooding upstream as well as downstream. He noted his message to the council was to pursue as far as they could, as hard as they could, on the best answer for the community.

Mr. Vander Stoep provided the following information on dams:

- PUD was the last enterprise in the Pacific Northwest to build a major dam, adding the dam at Cowlitz Falls was significantly larger than anything that would be put at the headwaters of the Chehalis River.
- When Congressman Baird came last fall, he was very excited about water retention because it tied into what people were talking about with global warming.
- People say 'dams' in a very precise way, noting the PUD had a proposal for two large earthen dams up at the headwaters of the Chehalis River that included a small bit of hydro as a component.
- We could simply build water gates that close during certain times to reduce flooding.
- There were a lot of ways to structure flood control that don't conjure up another Grand Cooley Dam.
- People oppose dams because of water quality, even though we had to pay millions of dollars because of the low oxygen and poor water quality in the middle of the river during summer months.
- Improvements to water quality could be improved by storing water in November and December and releasing it in August and September, which was a potential environmentally beneficial component.

Mr. Vander Stoep stated he absolutely believed the Corps levee plan, as currently designed, would never be built. He believed the federal and state government would never appropriate \$200+ million dollars to build 11 miles of levees along I-5 for the following reasons:

- There were more than 140 properties along the way and the local government would be the local sponsor, which meant they had to pay for all the land acquisitions and maintenance.
- One of the mantras was 'no water faster downstream;' however, the Corps indicated they could not assure us there wouldn't be more water upstream, or downstream with their plan.
- Based on the new FEMA maps the question had come up, could they even build levees in the new floodway?

Mr. Vander Stoep reported they were going to have to go back to Congress now because they were told the costs would absolutely be over 20 percent. He suggested Chehalis, Centralia, and Lewis County speak up now as one voice stating they want a Corps project, but they want it to focus on the possibility of retention with very modest levees. Mr. Vander Stoep felt it would be lethal to take the approach of building levees first and dams secondary, because they didn't have the money to do both.

Mr. Vander Stoep stated he had to disagree with Mayor Ketchum with regards to building levees now and retention later. He noted, first of all, there wasn't money for it; and second, Northwest Hydraulics report and maps showed places in

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Centralia that don't even get wet if they had water retention. Mr. Vander Stoep wondered why anyone would support an 11 mile levee project when there are places that don't even get wet. He agreed there would need to be a few places around the airport where they would need modest levees, but nothing approaching the 11 miles the Corps was currently conceiving.

Mr. Vander Stoep reported the Corps website reported the earliest the levee plan would be completed was 2020, not including the six-month to a year-and-a-half delay they reported two weeks earlier. He stated he could not accept that, adding they had a bird in the hand with the Corps plan, and we were not going to get any protection over the next decade.

Mr. Vander Stoep reported they had the geologic study that was approved by the Washington State Department of Ecology, which noted two excellent sites for water storage; however, there had been no environmental or cost benefit study for the Corps to look at or accept. He was optimistic that water retention could be done, but until those studies were done and approved, he was not ready to take the last step to say done deal.

Mr. Vander Stoep stated the authority had spent \$2.5 million, with the PUD study taking about \$250,000 of that. He felt the authority was never going to make a solid decision based on the competing agenda and different motives. Mr. Vander Stoep noted when legislation set up the \$50 million they specifically stated the authority was going to be an interim body. He felt it was important to move to a flood zone, and hopefully Grays Harbor would follow.

Councilor Taylor noted they had a flood meeting coming up and there were items on the agenda that needed to be hammered out. He stated he was trying to find the right direction for the city to go and wondered why they would keep supporting the Corps project, and asked if the Corps needs to remain engaged. Mr. Vander Stoep noted they would still need to have the Corps involved. He stated they had been saying, up until the last couple of weeks when they came to believe they were going to be over their 20 percent, let the Corps plan go forward and complete the study on water retention, and hope they could incorporate water retention into the Twin Cities Plan. Mr. Vander Stoep reported they were almost certainly going to have to go back to Congress for new authorization now, and felt it was important to direct the Corps to look at a comprehensive basin-wide flood control that includes retention.

Councilor Taylor asked if they could just amend the old WRDA bill. Mr. Vander Stoep reported those projects were amended frequently in the same fashion, but felt the Corps would probably say they have to go back to square one.

Councilor Taylor asked if there had ever been projects designed and done to Corps standards without having the Corps actually do it. Mr. Vander Stoep stated their hope was the consultants at the Corps would agree with the studies being done, rather than going back and redoing them all themselves.

Councilor Pope noted he had grown up around flooding, and in his opinion, dams stopped flooding and areas benefited from them. He noted a good example of what could be done with retention was the Tennessee Valley Authority.

Councilor Harris noted he attended a Chehalis River Basin Partnership meeting shortly after the 2007 flood, where state and federal officials came in and gave a 15 minute at-a-boy to the Skookumchuck River Dam, and talked about how it held back any other potential issues. He noted the very next speaker at the meeting was Mark White, who stated 'we all know dams don't work.' Councilor Harris noted his biggest concern was how to get past that, and how do they deal more with the entities than with the projects themselves.

Mr. Vander Stoep noted he had heard the Tribal leadership of the Chehalis Tribe was open to water retention. He felt one of the assumptions was the Tribe would automatically be against it, but he didn't feel that was true. Mr. Vander Stoep believed if push came to shove, if we could show there was a benefit to protecting their facilities without damaging water quality in the end, there was a possibility the Tribe would end up being neutral or a supporter.

Councilor Dawes felt the problem had to do with Mr. White being the Tribe's representative and speaking on their behalf. He inquired as to how they were supposed to combat that impediment and move forward. Mr. Vander Stoep reported there had been at least two meetings at the authority when Tribal leadership had been in attendance, noting Mr. White behaved very differently at those meetings.

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Councilor Lund stated he had worked with the Tribe and was personal friends with several of the Tribal chairmen. He indicated they were very smart people, but you had to get to them and tell them what the problem was before they would take care of it. Councilor Lund felt nobody had made an attempt to do that. Councilor Taylor believed they had good communication with Chairman Burnett. Councilor Lund stated they needed to communicate with the Tribal Council, not just Chairman Burnett.

Councilor Spahr felt the consensus was there needed to be some retention and they had two vehicles to get to their objective, one being the authority and the other being the zone. Mr. Vander Stoep reported Lewis County already had a district and zone in place, which only needed to be activated by the Commissioners.

Mr. Vander Stoep reported Mr. Dave Muller and Commissioner Bill Schulte had briefed most of the members of the Chehalis council and the Centralia Council, and was told there seemed to be a wide consensus on the part of both councils, as well as Pe Ell, that the authority was broken and they needed to move forward to the next step, which was the flood zone.

Councilor Spahr asked if they would have more flexibility and impact if they went to a zone. Mr. Vander Stoep noted the first thing they would have would be a group focused on one question. He compared it to a fire district and the council, noting the fire district had one focus, while the city council had a hundred different issues before them, same thing with the County Commissioners. Mr. Vander Stoep stated they needed a dedicated focused board with one goal, which was flood control. He believed that in itself would solve a lot of the problems. Mr. Vander Stoep indicated Grays Harbor would have to do the same thing, adding there could be an inter-local agreement whereby they could essentially be one body, with one mission.

Councilor Pope stated he considered it to be a major problem when one incident can paralyze the whole state, costing \$400 million a day. He felt they needed a group who could be totally focused, and had no problem moving towards a flood zone.

Councilor Harris asked if the flood authority wasn't first designed to build a flood district. Commissioner Averill stated that was one of the objectives. Mayor Ketchum and Councilor Harris agreed it was the only objective, because they could not form a flood district without a flood authority first. Councilor Taylor agreed, adding the authority was only a vehicle to get everybody together.

Councilor Harris asked Commissioner Averill to demonstrate to him the benefit of the flood authority. Commissioner Averill reported the flood authority from the very start was intended to be an intermediary to a flood district. He stated there were two forms of a district under RCW 86.09 and part of 85-36. He noted the prosecutor recommended they go that route because with the flood zone the county commissioners would be the commissioners of the zone; and with a flood district they would be elected. Commissioner Averill reported with a flood zone the county would own the zone and all the liabilities, and with the district, the district would assume all those liabilities. He noted the problem with a flood district was it would require property owners to approve the district through a vote of the voters. Commissioner Averill reported they resolved that issue in the 2008 Legislature and now, in a three or more flood district, it would be the registered voters that decide what it would be. He noted another issue they had was they had three commissioners and three counties with big egos, and no way to divide them up. Commissioner Averill stated they asked the Legislature to consider five commissioners, but the idea was shot down in the 2009 session. He noted it was back in the 2010 session, adding he hoped it would slide through under the radar.

Commissioner Averill stated they understood and had asked the flood authority to hire a consultant to look into a flood zone district, because most flood districts in the state were very small, while the larger districts in the state were zones. He felt there were some options that would allow them to elect supervisors as opposed to having the commissioners do it, but they didn't know what those options were yet. Commissioner Averill stated they were commissioning a study at the next flood authority meeting to tell them how to do it.

Councilor Taylor asked if there was a way to get to that stage, without doing another study. Dr. John Henricksen reported the prosecutor's office had been researching zones quite extensively over the last few weeks, since they became aware that a zone already existed in Lewis County. He stated he agreed with Councilor Taylor that a study was not necessary, and suggested Glen Carter probably had a lot of the answers the council and commissioners were looking for.

Dr. Henricksen compared a zone to a voted district. He stated they wouldn't have to get the voters okay to establish a zone, whereas, to establish a flood control district they had to have a complete designed project to put before the voters. In

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Dr. Henricksen's opinion, we could not have a district for the simple reason we don't have a project as of yet. He suggested if the council wanted more information, Mr. Carter would be very willing to come and discuss his findings.

Dr. Henricksen commented on the project itself, noting he had heard a lot of discussion about potential obstacles and appreciated Councilor Dawes' concern. He stated they should never stop pursuing a project because of potential obstacles, and suggested they get the project designed and established, then start surmounting the obstacles.

Dr. Henricksen stated he thought Councilor Lund's analysis of the Tribe was a very accurate one, adding they may be a factor to deal with, but he didn't believe they were going to be an insurmountable obstacle.

Dr. Henricksen stated he had just come from an interview, and was told by the interviewer that if we had a unanimous 'one voice' presentation on a designed project that would make the levees half the size of what the Twin Cities Project was originally conceived to build, Senator Patty Murray and U.S. Representative Dicks would both be willing to listen. He felt no one could pre-determine what those two could accomplish; however, it would be totally ridiculous for us to just sit here and say we'll go for levees because that's all we can get.

Dr. Henricksen reported levees cannot stop a catastrophic hydraulic event, adding they only work to moderate the flow of slightly moderate events. He noted they fail for a number of reasons, including: the fact that they can not be made big enough to act like a dam; and they are not maintained.

Dr. Henricksen stated the fact was they had to get together and quit giving messages that levees are all we want. He reported they would be hiring an independent hydrology engineering firm that has no connection to the Corps or FEMA, to verify what they were saying. Dr. Henricksen added they had great respect for Northwest Hydraulic Consultants, but they were not going to be able to stand up and blow holes in the levee project, because a good share of their business came from the two agencies.

Dr. Henricksen believed unless we get retention, the only thing that will change the footprint of the new FEMA maps would be scientific data. He felt the only thing to change the data would be retention; therefore, that was where their focus needed to be, with levees secondary. Dr. Henricksen stated everyone above us, including the Corps, needed to hear that message loud and clear.

Councilor Taylor asked if Dr. Henricksen could explain the process of moving from a flood authority to a zone. Dr. Henricksen stated it was actually pretty easy according to Mr. Carter. The commissioners meet and two out of the three say they want a zone, they vote for it, and the zone becomes activated. He suggested they talk with Mr. Carter, noting the council could rely on his findings.

Dr. Henricksen stated once they start the process of re-authorizing the project, we need to make sure they include retention as the primary effort.

Councilor Spahr stated he favored the zone, in fact that was what the county commissioners were willing to take on. Dr. Henricksen noted once it was up and running they could turn it over to a supervisor to oversee the process. He, as well as others, agreed they needed to stop having part-time attention to the problem.

Councilor Taylor noted the flood authority was full of people from the various counties and the Tribe, and getting from point A to point B was sometimes very difficult. Dr. Henricksen agreed, noting there was a certain element on the authority that could care less on solving flood problems in the Chehalis River basin. Councilor Dawes noted those were the impediments they needed to get rid of, before they could move forward. Dr. Henricksen stated if they got the zone in place the authority would go away, and a lot of those impediments would disappear.

Councilor Lund asked if they shouldn't make a statement that we pull out of the flood authority today, and support the county zone that was formed in 1990. Mr. Vander Stoep suggested they tell the authority to keep going, and give Councilor Taylor the authority and flexibility to act under their direction to specifically ask them to vote to move forward with a zone.

February 16, 2010

The Council briefly discussed points of consideration for Councilor Taylor to take back to the authority. City Manager MacReynold suggested, because the flood authority would be taking up the issues in parts, they should consider bringing them up in order.

After further discussion, Mayor Ketchum listed the following points:

- The Chehalis city council supports funding the next phase of the retention study
- The Chehalis city council agrees, along with the Governor's Office, to support the proposed coordinated study of retention and levees
- The Chehalis city council supports the reauthorization of a significantly different U.S. Army Corps of Engineers Twin Cities Project, with retention as the primary element that includes levees secondary
- The Chehalis city council supports moving towards a county flood zone to replace the existing flood authority

Councilor Dawes stated in all fairness to the Tribe, he agreed with the assessment made earlier. He noted the leadership was probably open to the idea of retention, especially if the goal would potentially bring back fish to the river and address the water issue in the summer months.

Councilor Dawes wondered if it might appear to the state and federal agencies that we can't even stick with a plan. Mayor Ketchum didn't believe they would, since the Governor's Office was throwing out the option to study retention. Councilor Dawes noted he was referring to changing their focus from a flood authority to the flood zone. Mayor Ketchum felt the flood authority had changed their focus, and now we're trying to get back to a focus. Councilor Dawes stated he just wanted to make sure, adding he was supportive of a zone.

Dr. Henricksen reported when the flood authority was formed, it was very clear to the Governor and made very clear by Senator Swecker and Representative Alexander, that the authority was just a temporary body. He felt it could be presented to the Governor as having matured into a zone.

Dr. Henricksen stated they also needed to keep in mind that when legislation was passed allowing a three county flood control district, it included a lot of representation on the governance of the district, much more than he would have ever hoped for. He reported there were no regulations requiring representation from the Tribe with flood control zones, so they wouldn't have the likes of Mr. White sitting on the zone. Dr. Henricksen noted he was not trying to do an end-run around the Tribe because they could not do that, adding with any project going forward they would eventually have to deal with the Tribe and their requirements, which would always be true.

Councilor Harris reported we were still studying and trying to find the best solution, adding we had not changed our minds from our very first statement to the state legislature, which was 'don't do anything unless it's going to benefit everyone.' He stated he was not going to settle for the least common denominator, and that's what they would be doing if they settle for one thing and hope the next thing happens.

Councilor Lund asked if they should stop talking about levees. Dr. Henricksen stated they were going to have to have some kind of levee system, because even with dams we're still going to have some moderate to mild flooding.

Councilor Lund felt they should vote on the issue. Councilor Dawes didn't believe they needed to vote, adding he felt they made a strong enough statement. Councilor Spahr also thought they got the message across. Councilor Harris stated he trusted Councilor Taylor to deliver the message to the authority.

Councilor Taylor reported about three months ago the authority talked about making sure the streams and tributaries that affect the Corps project were included in the evaluation. He reported they had a motion coming up that the flood authority had to vote on, to see if they had support.

City Manager MacReynold stated, from his observation, the council was clearly not in support of the Corps project as it currently stands, adding it had to go back to Congress to include retention as the primary focus, with some level of levees. He felt the safe thing to do was to bring it up at the authority and try to get them to vote to have it added to the evaluation.

February 16, 2010

There being no further business to come before the council, the meeting adjourned a 6:57 p.m.

Mayor

Attest:

City Clerk

SUGGESTED MOTION

I move that the council approve the minutes of the city council work session of February 16, 2010.

February 22, 2010

The Chehalis city council met in regular session on Monday, February 22, 2010, in the Chehalis city hall. Mayor Ketchum called the meeting to order at 6:01 p.m. with the following council members present: Terry Harris, Dr. Isaac Pope, Bob Spahr, Daryl Lund, Chad Taylor, and Dennis Dawes. Staff present included: Merlin MacReynold, City Manager; Mark Scheibmeir, Assistant City Attorney; Judy Schave, City Clerk; Glenn Schaffer, Police Chief; Eva Lindgren, Finance Manager; Bob Nacht, Community Development Director; Tim Grochowski, Public Works Director; and Rick Sahlin, Street Superintendent. Members of the news media included Adam Pearson from *The Chronicle*.

1. **Sports Complex Presentation.** City Manager MacReynold reported Dale Pullin from Thorbecke's Fitlife Center was working on a major sports complex concept to be built in the city of Centralia. He noted Mr. Pullin requested to make a presentation to the council, to talk about the ancillary services that would go along with the new complex.

Mr. Pullin reported the project started about four months ago with the idea of preserving the tax dollars that could possibly be leaving our community for a project that had been underway for the last several years. He stated with the changes in the economy he started looking around and found the need was really here, with hotels at very low rates and businesses in the community that could utilize additional revenues.

Mr. Pullin reported he moved forward and put together a presentation for the Lewis County Public Facilities District on a new concept, which involved the creation of a comprehensive year-round sports complex to house both indoor and outdoor events. He stated the community needed a purpose and reason to bring people here, and he believed sports created a reason for families to visit.

Mr. Pullin reported his idea was to make Centralia and Chehalis the northwest regional destination for sports competitions. He noted the proposed facility would be a 105,000 square foot facility that would seat over 3,000 people. The venue could host a wide variety of events including, but not limited to: sports, concerts, fundraisers, graduations, and business conventions.

Mr. Pullin noted he had the opportunity to talk to the premier baseball organization in the northwest, which provided him with some incentive to look at re-doing and upgrading our fields. In order to take it to the next level, he came up with a vision of 'GAME.'

- Generating sports business
- Advancing sports business
- Marketing sports business
- Expanding sports business

Mr. Pullin talked briefly about another company called Sports Capital Northwest, and another called Tourism Benefits Round Rock, who coined themselves as the sports capital of Texas. He noted what would make us unique from the others would be that we would have an indoor events center in the middle of everything. Mr. Pullin stated in his research he found the average dollar amount spent by a family while attending a sporting event was \$421. He indicated the whole idea was to impact hotel/motel tax, and he believed the city of Centralia saw that and were looking at utilizing a large portion of that money to put into their fields.

Mr. Pullin reported, through his discussions with Sports Capital Northwest, Centralia and Chehalis would be hosting the 2010 Junior Northwest Championship in August. He noted Centralia and Chehalis Babe Ruth teams would host the concession stands as way of fundraising for their organizations. Mr. Pullin stated they would also have a combined team between Centralia and Chehalis that would participate in the event at no charge, that would be evaluated for the USA baseball program in North Carolina. He noted it wasn't just about teams; it was about individuals.

Mr. Pullin stated they were also in the process of putting together a new entity called Fast Pitch Northwest, adding they already had regional tournaments booked all over the Northwest, including Idaho and Montana. He indicated the reason they wanted to ramp things up was to start building revenue in the community.

Mr. Pullin felt we had to come out new, with a new product and service if we were going to be successful. He added, with everybody working together it would be a win win situation for everybody, as well as an economic benefit for the community.

February 22, 2010

Mr. Pullin stated he was seeking the support of the city council on the concept, adding with approval he would like to move forward by working with City Manager MacReynold on the details of the marketing of the communities within the concept, and the future improvement of the ballfields in Chehalis.

Mayor Ketchum stated he thought it was a great idea and appreciated all the effort Mr. Pullin had put into it. He felt it would be a huge benefit to our hotels.

Councilor Dawes believed cities that are close together should not be short-sided, adding with the new facility in Centralia he could see a very direct benefit to Chehalis. He stated even though the facility would not be located in the city Chehalis he would support it because he knew there would be a benefit for everyone.

Councilor Harris noted one thing that was not recognized often enough was how the Centralia and Chehalis departments worked with each other, adding they were very supportive of one another.

Mayor Ketchum gave Mr. Pullin the council's blessing to keep working with City Manager MacReynold.

2. **Consent Calendar.** Councilor Dawes moved to approve the consent calendar comprised of the following:

- a. Minutes of the regular meeting of February 8, 2010;
- b. Claim Vouchers No. 95970-96104 and 12010 in the amount of \$162,693.15 dated February 12, 2010;
- c. Authorize the City Manager to execute agreement for routine bridge inspections and load ratings with Sargent Engineers, Inc., for an amount not to exceed \$4,300;
- d. Award bids for rock, gravel, and asphalt to various bidders;
- e. Confirm re-appointment of Cheri Wilder to the Civil Service Commission for a six year term expiring December 31, 2015; and
- f. Confirm re-appointment of Scott Blinks to the Chehalis Planning Commission for a four year term expiring December 31, 2013.

Councilor Pope seconded the motion.

Councilor Harris asked if the money for the bridge inspection was already in the budget. It was noted it was budgeted, and staff was just asking for approval to execute the agreement.

The motion carried unanimously.

Councilor Dawes requested that staff go through all the boards and commissions to make sure they were all updated.

3. **Staff Reports.**

a. **January Financial Report.** Ms. Lindgren reported on the sales tax revenue, noting there was a drop of \$70,000 in revenue from the same time period in 2009; and with regards to the 2010 budget they were coming up short by one percent. She noted they would be watching those revenues very closely because it would affect whether or not the city had to take additional action down the road.

Ms. Lindgren reported on the charges for goods and services, noting she still had to book the normal January journal entries. She noted had those entries been made, the number would have increased by \$88,000 and there would have been a positive variance to the non-tax revenues category of \$12,000.

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Ms. Lindgren briefly talked about expenditures, noting the finance department's budget appeared to be over budget already. She noted this was due to expenses paid out at the beginning of each year for the utility billing software maintenance agreement and the accounting software, adding the negative variance would go down over the course of the year. Ms. Lindgren stated the other notable item was the negative variance in the non-departmental budget, which was due to the annual insurance premium in the amount of \$319,000. She indicated she expected about half of that amount to end up going out of the general fund, to be split out between the different departments.

Councilor Spahr brought up the issue of the streamlined sales tax. He felt there had to be some accountability from the state as to how much money was leaving our area and how much was coming in. Ms. Lindgren indicated she received a report from the state each quarter, once they make a determination on the mitigation payments. She stated the report gave her detailed information on what the state was attributing the positives and negatives to for each business, which was how she was able to challenge them when at one point we were told we would not be receiving any mitigation funds.

Councilor Spahr stated he was concerned about the January 2010 report, and wondered if business was really down that much. Ms. Lindgren stated she had access to the information and the city also had auditors that go through the sales and use tax revenue records on a monthly basis to look for tax revenues that may be miscoded to other jurisdictions. She noted they also compared our database of business licenses to people who are paying sales and use tax.

Councilor Lund reported he knew of a local business who sold to people countywide whose sales were down 25 percent over last year. He felt if they were down it probably meant everybody else's sales were down, which added up to a lot of lost sales tax revenue.

City Manager MacReynold felt the real crux of the problem was around the claim that the state was mitigating the loss of that revenue by changing how it used to be done. He felt that process was sorely flawed and continued to be. City Manager MacReynold believed much of what the state was doing was speculation and felt the city should be receiving more mitigation money than we were, but unless we had somebody scrutinizing all of those dollars we pretty much had to take their word for it.

City Manager MacReynold reported he and Councilors Harris and Dawes met with the state legislative delegation to talk about the issue. He stated there was a real interest that the state doesn't know how it's going to deal with it, and there was no real comfort level that they should be continuing it. City Manager MacReynold felt Councilor Spahr's case was very strong, in that the state needed to rethink it.

Councilor Harris believed the problem had to do with the legislation, adding when the streamline sales tax went through it included full mitigation. He felt the city should be able to get the two raw numbers of what was collected within our city limits that used to come to us, versus what now goes out. Ms. Lindgren noted it was unfortunate that we don't receive that information.

Councilor Harris reported the city lost between \$400,000 and \$500,000 dollars last year in potential sales tax reimbursement (backfill), which was real dollars we should be accounting for. He suggested we look at filing an injunction against the state ourselves, because it wasn't going to cost any more than the \$400,000 we're losing. Councilor Harris felt it was all being covered up by the bad economy; however, we needed to stop the process that was happening right now. He stated he was tired of the Department of Revenue using it as a revenue stream to put on additional workers to run the program in the first place. Councilor Harris stated he was planning on going to the Association of Washington Cities (AWC) meeting in June, and would like to see the city round up as many communities as we could, who want to see the process stopped, as well.

Councilor Dawes felt it would have to come from the cities because the state didn't care. Councilor Harris believed AWC didn't care either. Councilor Taylor agreed. Councilor Dawes stated AWC was caught between a rock and a hard spot because they basically had 50 percent of their members who were against it and 50 percent who supported it. He indicated at the regional meetings there was a lot of support to go back and revisit the issue because there were a lot more losing entities than there were winners.

Councilor Dawes felt it was going to be easier to get something formulated at the regional meetings, as opposed to the state. He reported, while the local delegates at the House and Senate were very sympathetic and understood, they were in a minority party and would be fighting against the state, who could care less because they get the same amount of

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money whether the sales tax comes from the point of sale, or not.

Councilor Dawes noted the current report represented the November sales and suggested they wait to see what we get in December, before they throw everything out.

Councilor Harris reported in December of 2008, the area was hit with snow and we ended up with very low sales. He suggested if the revenues in the next few months are lower than anticipated and we end up lower than last year, we should really be alarmed.

b. **Update on Barnes Property.** City Manager MacReynold reported the Barnes Property had been a longstanding project over the past three years. He noted Bob Nacht had been working with a consulting firm to get the property developed, but unfortunately he ran into the Corps and state regulatory environment.

Mr. Nacht gave a brief history of where they were, how they got there, and what they intended to do with the Barnes Property. Mr. Nacht reported the following:

- In 2007, the city contracted with Ecological Land Services to do a wetland delineation on the Barnes Property, and to help us present a Joint Aquatic Resources Permit Application to all of the state agencies in order to get a development permit for the property.
- The city went to the Corps to see if they would allow us to use the wetland mitigation site we established on our National Avenue Property to mitigate the five or less acres of identified wetland on the Barnes Property site.
- The Corps stated they no longer allowed individual project mitigation and the city would have to do a wetland bank on the National Avenue Property and fold the Barnes Property into it as debits and credits.
- The city's consultant put together a program for on-site mitigation on the Barnes Property, leaving some of the viable wetlands to cause them to be landscape amenities; and to develop some for the roadway system.
- The Corps was presented the program, and at such time the environmental group wondered why the city was trying to protect on-site degraded wetlands near an airport; they suggested the city use the National Avenue Property to mitigate it.
- The city decided to put together a mitigation project for the National Avenue site.
- If the Corps allowed us to put together a mitigation project on National Avenue site for the Barnes Property first, the city would agree to put together a bank on the National Avenue site that would go beyond the Barnes Property individual needs.
- The Corps conceptually said okay at first; however, the last correspondence we received from the Corps stated any development activity the city does on the Barnes Property would be speculative fill and the city would need to go through an individual permit that would require avoidance, minimization, etc., which would cost the city another couple of years and thousands of dollars to put together.
- Mr. Nacht was confident the city qualified for the nationwide permit and the mitigation strategy.
- After the last meeting in April 2009 the city decided to cut its losses and not do any further engineering on the development of the Barnes Property because the potential leasers of the property got caught in the same economic climate as everybody else, adding if we would have built it, they would not have come at that time.
- All of the work done on the Barnes Property thus far was valid work, and would be there when we got to a point of pursuing some sort of development on the property.

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Mr. Nacht stated because the Corps was calling it speculative fill, and the fact that we did not have a tenant for the property and were not proposing to develop it ourselves, they would not agree to anything at this point in time. He noted after two years of arguing back and forth, the Corps gave the city 30 days to put together a development package. Mr. Nacht indicated the city did not put a package together because we don't have one at this time.

Mr. Nacht reported currently they were back to square two. He indicated the city had a lot of wetland determination and mitigation projects on both the Barnes property and the National Avenue property that could be put together fairly easily by a developer or someone who leases the property.

Mr. Nacht stated the city could sell the prior work in any arrangement we had with a potential lease of the Barnes property, and felt we needed to start marketing the property in some fashion, certainly for the tax revenue the city would receive from it. He noted even with the other issues going on, such as: the flood plain issues; the FEMA mapping; the flood authority; and the Corps levee project, the city had a history on the Barnes property that would allow us to pursue a development permit if we had an actual project in site, such as, a project brought to us by a developer under a lease agreement and specific criteria.

Councilor Harris asked, in the marketing of the property, could they look at offering incentives to businesses whose sales tax revenue would remain with the city. Mr. Nacht suggested there was probably a whole litany of enticements that could be put together for a potential developer, adding the biggest issues for anybody would be the necessary up-front site costs, such as, the roadway system and frontage improvements. He noted the filling activity would also be costly, as well as the necessary infrastructure. Mr. Nacht stated the package they put together would need to include some enticement for someone to spend that kind of money. He reported staff would do some research on how to market the property and bring a list of options back to the council to review. Mr. Nacht stated the council made it clear they wished to lease the property rather than sell it, and staff was going down that path.

City Manager MacReynold suggested the council explore the options in executive session at the next regular meeting, since the issue would involve discussions around lease/sale of property.

Councilor Taylor asked if it was legal for cities to do sales tax increment financing. City Manager MacReynold stated they did not have sales tax increment financing in the state of Washington.

Mr. Nacht reported the key for the city was to identify a specific development and developer that we could get together with to create a permit application that was no longer speculative, adding that would move the city forward with the permitting process. He noted they had a viable conceptual project they had been using all along, adding somebody could walk in and do what the city had anticipated doing all along.

Councilor Dawes felt it would be nice to see our existing businesses start getting back; adding once that happened the other things would come.

c. **Update on Hiring Attorney for FEMA Mapping Strategy.** City Manager MacReynold briefed the council on the direction they gave to get an attorney on board to develop a strategy on the FEMA mapping issue. He reported he had identified four, possibly five attorney firms and they would be starting the interview process later in the week, and early next week.

City Manager MacReynold was pleased to announce that the Airport Board had joined the effort and committed up to a maximum of \$20,000; and the Chamber of Commerce was also considering joining us in that fight, as well. He indicated the county had a discussion about focusing their attention on the technical merits and arguments, and there was some discussion about the public utility district being part of it, but in a different way.

City Manager MacReynold understood the Port of Chehalis was also discussing the matter on Thursday, adding we should hear back from the Chamber of Commerce by the end of the week.

Councilor Taylor asked if the city of Centralia had joined. City Manager MacReynold stated he had not heard anything from them.

February 22, 2010

4. **Council Reports.**

a. **Way Finding Sign Unveiling.** Councilor Dawes reported he didn't think he was going to make it to the unveiling of the new way finding signs on Friday and wondered if he could stop by and look at the signs ahead of time. City Manager MacReynold stated the new signs were beautiful and suggested Councilor Dawes stop by public works to see them.

b. **Flood Authority Update.** Councilor Taylor stated he delivered the council's position to the flood authority last Thursday, adding he was unsure how well it was taken. He noted he explained to them several times over the last two years the city's position, which was pretty much right in line with the direction he was given. Councilor Taylor indicated there was no discussion on the four points he brought up; however, he did receive some strange looks from some of our partners to the North. He felt they understood clearly what the city's position was, and hoped they would come on board and help us all to move in one direction.

5. **Resolution No. 5-2010, First and Final Reading - Supporting Water Retention as a Primary Function with Levees Secondary in the Chehalis River Basin.** Mayor Ketchum reported at Tuesday's special meeting they had a discussion about the whole flood issue and came up with four points they wanted to support. He reported Councilor Lund wanted to somehow make it official, so he asked that a resolution was prepared for the council's consideration.

Councilor Lund moved to adopt Resolution No. 5-2010 on first and final reading.

The motion was seconded by Councilor Taylor and carried unanimously.

6. **Code of Ethics for Chehalis City Council Members.** Mayor Ketchum stated the council had before them a proposed code of ethics for their consideration.

Councilor Harris stated he would like to see the word 'hereafter' stricken from the document, as it may imply they were having issues. He also suggested adding a section to address a situation that might come up, such as, when the council makes a decision on something, even though it may be contradictory to what their personal beliefs were, that they support the decision of the council. Councilor Harris suggested it read 'council members shall support the decisions made by a vote of the Council.'

Councilor Taylor wondered if it was really necessary, adding he understood the importance of being unified; but had concerns about not being able to express their own opinions. He felt disagreement wasn't always a bad thing, and in some ways it had made them stronger in the past. Mayor Ketchum thought it was fine to disagree during the discussion of an issue, but once they come to a consensus it should stay a consensus.

Councilor Dawes thought that issue was already addressed under No. 2. Councilor Harris felt they needed to be mindful of how they conduct themselves, but at the same time, he didn't want to control someone's freedom of speech, or opinion.

Councilor Spahr indicated he would have a problem with not being allowed to state his opinion on an issue, and agreed with Councilor Dawes that it was already covered under No. 2. Councilor Dawes stated there would be times when they will always maintain their right to say "it was a council decision, and I'll support it as a member of the council, but I don't necessarily agree with it." He added he was elected by the people of the city to express what he believed they wanted him to express. Councilor Harris stated he had no problem with that, adding he just wanted to bring it up for discussion more than anything else.

Councilor Dawes wanted to know how they would go about enforcing No. 6 - Council Members shall not hold or acquire a financial interest in any contract voted on by them for one year after leaving office. He supported it, but didn't know how they would enforce it.

Councilor Taylor stated he understood why the council wanted the code and would agree to sign it; however, he didn't need a piece of paper to tell him what was right and wrong. He felt most of them operated in a pretty strict manner and had pretty good ethics.

February 22, 2010

Councilor Harris stated he liked the fact that they were talking about it now, not when it was necessary. Councilor Taylor thought Councilor Harris made a good point.

Councilor Pope moved to approve the Code of Ethics, as amended, on first and final reading.

The motion was seconded by Councilor Taylor and carried unanimously.

There being no further business to come before the council, the meeting adjourned a 7:11 p.m.

Mayor



Attest:

City Clerk

SUGGESTED MOTION

I move that the council approve the minutes of the regular city council meeting of February 22, 2010.

CITY OF CHEHALIS
AGENDA REPORT

DATE: February 19, 2010
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager 
PREPARED BY: Michelle White, Accounting Tech II 
SUBJECT: Non-Uniform Retropay Vouchers

ISSUE

Council approval is requested of the following financial transactions:

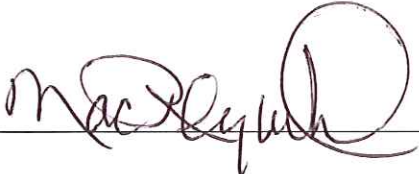
1. Payroll Vouchers No. 33334 through 33385 in the amount of \$106,759.89 dated February 19, 2010 and the transfer of \$56,141.36 from the General Fund, \$8,789.14 from the Arterial Street Fund, \$20,894.37 from the Wastewater Fund, \$17,804.69 from the Water Fund, and \$3,130.33 from the Storm & Surface Water Utility Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED



The administration recommends that the council approve the February 19, 2010, Payroll Vouchers No. 33334 through 33385 in the amount of \$106,759.89.

SUGGESTED MOTION

I move to approve the February 19, 2010, Payroll Vouchers No. 33334 through 33385 in the amount of \$106,759.89.

Reviewed by:  , City Manager

CITY OF CHEHALIS
AGENDA REPORT

DATE: February 26, 2010
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager 
PREPARED BY: Michelle White, Accounting Tech II 
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

1. Claim Vouchers No. 96105 through 96224 in the amount of \$123,802.19 dated February 26, 2010 and the transfer of \$74,716.02 from the General Fund, \$163.68 from the Arterial Street Fund, \$35,100.74 from the Wastewater Fund, \$11,088.81 from the Water Fund, \$1,005.32 from the Storm & Surface Water Utility Fund, and \$1,727.62 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the February 26, 2010 Claim Vouchers No. 96105 through 96224 in the amount of \$123,802.19.

SUGGESTED MOTION

I move to approve the February 26, 2010 Claim Vouchers No. 96105 through 96224 in the amount of \$123,802.19.

Reviewed by:  _____, City Manager



February 8, 2010

Mr. Merlin MacReynold, City Manager
City of Chehalis
350 N. Market Blvd., #101
Chehalis, WA 98532

Dear Merlin:

Enclosed for your signature is the *2010 Agreement to Provide Tourism Promotion and Visitor Information Services for the City of Centralia, City of Chehalis and Lewis County*.

After you sign it, please send it on to Bill Schulte for his signature. Bill will need to send both you and Patrick a fully-executed copy.

Also, when you identify who will serve as Chehalis' representative on the "Tourism Board", please let me know so we can schedule the first quarterly meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Carol M. Hamilton". The signature is fluid and cursive, with a large initial "C" and "M".

Carol M. Hamilton
Administrative Assistant to the City Manager

**2010 AGREEMENT TO PROVIDE TOURISM PROMOTION AND VISITOR
INFORMATION SERVICES FOR THE CITY OF CENTRALIA, CITY OF CHEHALIS
AND LEWIS COUNTY**

This Agreement is made and entered into by and between the City of Centralia, City of Chehalis and Lewis County, Washington State municipal corporations (hereinafter called the "Tourism Board"), and the Centralia-Chehalis Chamber of Commerce, a private, non-profit Washington corporation, 500 NW Chamber of Commerce Way, Chehalis, Washington (hereinafter called the "Chamber"), for tourism promotion and visitor information services, as described in this Agreement.

1. It is in the public interest for hotel/motel tax funds to be expended for documentable tourist promotion and visitor information services in the cities of Centralia and Chehalis and all of Lewis County.
2. Pursuant to RCW 67.28.1815 the cities of Centralia and Chehalis and Lewis County are authorized to expend special excise tax funds for "paying all or any part of the cost of tourism promotion, acquisition of tourism related facilities or operation of tourism related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) to mean activities and expenditures designed to increase tourism, including, but not limited to, advertising, publicizing or otherwise distributing information for the purpose of attracting and welcoming tourists, developing strategies to expand tourism, operating tourism promotion agencies and funding the marketing of or the operation of special events and festivals designed to attract tourists.
3. Scope of Work: The Chamber agrees to provide to the Tourism Board the following agreed upon services:

A. Chamber Responsibilities

The Chamber will serve as the Visitor Information Center (VIC) and manage those activities which are beyond the usual and customary functions of a chamber office as pertains to responding to requests for tourism information. The following services will be provided within this VIC for the Tourism Board:

- I. Toll Free Telephone Management: Through this Agreement, the Chamber will include the 800-525-3323 telephone number within its existing telephone system. The telephone lines will be staffed Monday through Friday from 9:00 a.m. to 5:00 p.m. by Chamber staff and/or volunteers. All expenses and fees pertaining to the above referenced number shall be the responsibility of the Chamber. The Chamber shall provide documentation regarding the nature of the calls and the cost.

II. Referrals and Tracking System: The Chamber, serving as the VIC, will respond to in-person, over the phone, e-mail, written and fax requests for information. It will refer all Lewis County area businesses and tourist attractions whether Chamber members or not. The Chamber will track referrals using a system that will be developed by the Chamber and approved by all parties. The Chamber will provide bi-monthly reports to the Tourism Board, which also provides actual hours devoted by staff to the services for which the Tourism Board has contracted. When responding to information requests, the Chamber will provide the most recent *Lewis County, Washington Official Visitors Guide*, the *Centralia, Chehalis & Lewis County Festivals & Events Guide*; the Chamber's *Annual Directory & Community Profile*, and the Chamber-produced street map (which includes a County map with camping, boat launches and other attractions) as the primary printed pieces. Other informational pieces will be provided in response to visitor's specific requests. The Chamber will also include other information from the cities of Centralia and Chehalis and Lewis County, as provided, to help promote tourism activities. The Chamber will work cooperatively with each jurisdiction to promote specific activities, areas or attractions.

B. Quarterly Management Meetings

The Chamber will meet with representatives of the Tourism Board at least quarterly, providing a written report on the referral tracking, discuss services, activities, and address any items that arise from the ongoing services provided by the Chamber.

C. Annual Tourism Fulfillment Pieces

It is recognized that to promote the area, critical marketing pieces need to be produced and distributed. Methods of distribution will be electronic (website) and printed. The Chamber will work with the Tourism Board to complete the following:

- I. Annual Tourism Fulfillment Pieces: Two (2) printed pieces will be produced through this Agreement:
 - a. The Chamber will produce and distribute the *2010 Lewis County Washington Official Visitors Guide*. The distribution will be done locally and through Certified Rack. It shall be the Chamber's responsibility to negotiate and contract with Certified Rack for the distribution of the *2010 Lewis County Washington Official Visitors Guide*. Cost of distribution is included in the 2010 budget.

b. The Chamber will produce and distribute the *2010 Centralia, Chehalis & Lewis County Festivals & Events Guide*.

4. Compensation: The Tourism Board will compensate the Chamber for the agreed upon services in an amount not to exceed \$21,000 for the term of this Agreement, to be paid on a quarterly, pro-rated basis. Payment to the Chamber will be made upon request for funds utilizing a quarterly invoice to each entity of the Tourism Board. When invoices are submitted to each entity, the Chamber will provide each entity copies of invoices paid by the Chamber which are tourism related per the contract. The budget for this Agreement is attached as Attachment A.

Total Contract = \$21,000

Each Entity Responsible for = \$7,000

Quarterly Invoice to Each Entity at the End of Each Completed Quarter = \$1,750

5. Independent Contractor Status: The relationship created by this Agreement is that of independent contracting entities. The Chamber is not an employee of any of the three entities and is not entitled to the benefits provided by the cities of Centralia and Chehalis, and Lewis County to its employees. The Chamber is an independent contractor for this Agreement. The Chamber has the authority to control and direct the performance of the details of the services to be provided. The Chamber assumes full responsibility for payment of all Federal, State and local taxes or contributions imposed or required including, but not limited to, unemployment insurance, Social Security, and income tax for staffing as provided through funding of this Agreement.
6. Agreement Term: The term of this Agreement is January 1, 2010 through December 31, 2010. Any party may terminate this Agreement without cause provided thirty (30) days written notice is provided by certified mail to all other parties. The party wishing to terminate this Agreement agrees to pay the Chamber for the work completed to the date of the termination.
7. Severability: If a phrase, sentence or provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
8. Entire Agreement: This document contains all covenants, agreements and stipulations of the parties on the expressed subjects herein. No changes, amendments or modifications of the term of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of all parties as an amendment to this Agreement.

9. The Chamber shall not commence work under this Agreement until it has obtained and provided proof of insurance as required by Attachment 2 to the Tourism Board entities.

Dated this _____ day of _____, 20____.

City of Centralia

By 
Its City Manager

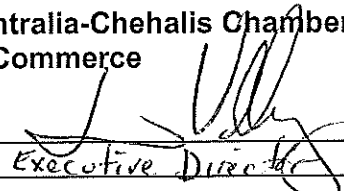
Lewis County

By _____
Its _____

City of Chehalis

By _____
Its _____

**Centralia-Chehalis Chamber
of Commerce**

By 
Its Executive Director

2/5/10

ATTACHMENT 1

**Tourism Related Services for Centralia, Chehalis, and Lewis County
Budget for 2010 Services**

SCOPE OF WORK

A. The Chamber will serve as the Lewis County Visitors Information Center. The Chamber will provide written and verbal information for any and all of Lewis County's tourism venues, events and recreational places regardless of whether the entities are chamber members or not.

Budget: \$7,000

B. The Chamber will manage the toll free telephone number (1-800-525-3323) and provide documentation regarding the nature of the calls and the cost.

Budget: \$2,000

C. Regarding the 2010 Official Lewis County Visitors Guide, the Chamber will negotiate with Certified Rack for the best distribution deal possible. The goal is to get the most coverage for the least money. The contract will be signed by the Chamber and the cost will be passed on to us within the quarterly invoices. The Tourism Board will have no relationship with the Silver Agency.

Budget: \$9,000

D. The Chamber will produce and distribute the 2010 Festival & Events Guide.

Budget: \$3,000

Total \$21,000

ATTACHMENT 2

Indemnification/Hold Harmless

The Chamber shall defend, indemnify and hold the cities of Centralia and Chehalis and Lewis County, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Chamber in performance of this Agreement, except for injuries and damages caused by the sole negligence of the cities of Centralia and Chehalis and/or Lewis County.

Insurance

The Chamber shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Chamber, its agents, representatives, or employees.

A. Minimum Scope of Insurance

The Chamber shall obtain insurance of the types described below:

1. Adequate automobile liability insurance. The following statement is in the Chamber's Employee Handbook, as the Chamber does not provide a vehicle. Each employee signs acknowledgment and receipt of this handbook:

Use of Personal Vehicle

If you use your personal vehicle for business purposes, you must adhere to the following rules:

- You must be a licensed driver.
- Your vehicle must be properly licensed and insured, and must be mechanically sound.
- You must maintain a detailed mileage record of approved business-related travel.
- You must promptly inform the President/CEO if you are involved in any accident while on business-related travel.
- You must promptly inform your supervisor if your driver's license, car insurance or vehicle license expire or are revoked for any reason.

If you operate your personal vehicle for business purposes, you will be responsible for any accidents, traffic violations or fines incurred. Ask your supervisor to advise you on the appropriate steps to take if you are involved in an accident.

The improper, careless, negligent, destructive or unsafe use or operation of vehicles for business purposes, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action up to and including termination.

2. Commercial General Liability insurance shall be written in ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The cities of Centralia and Chehalis and Lewis County shall be named as insured under the Chamber's Commercial General Liability insurance policy with respect to the work performed for the entities.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Chamber's profession.

B. Minimum Amounts of Insurance

The Chamber shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Professional Liability and Commercial General Liability insurance:

1. The Chamber's insurance coverage shall be primary insurance as respect to the cities of Centralia and Chehalis and Lewis County. Any insurance, self insurance, or insurance pool coverage maintained by any of the entities shall be in excess of the Chamber's insurance and not contribute with it.
2. The Chamber's insurance shall be endorsed to state that coverage shall not be canceled by any of the entities, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to all the entities.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VIL.

E. Verification of Coverage

The Chamber shall furnish the Tourism Board entities with certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements by the Chamber before commencement of the work.

CITY OF CHEHALIS

AGENDA REPORT

DATE: February 26, 2010

TO: The Honorable Mayor and City Council

FROM: Tim Grochowski, Public Works Director
Rick Sahlin, Street/Storm Superintendent

SUBJECT: Master Interlocal Agreement for Reimbursable Work with Lewis County

ISSUE

The City received a Master Interlocal Agreement from the Lewis County Public Works Department authorizing the County to perform reimbursable work for the City. The agreement is being presented for the council's review and consideration.

DISCUSSION

Attached are copies of the Master Interlocal Agreement and a Reimbursable Work Order form that Lewis County is now using for work that they perform for municipalities. The type of work, as described in the agreement, includes providing surfacing material (oil for seal coating), street striping, engineering services, etc.

The work order request must be signed by an authorized designee of the city and the county engineer. The request can not exceed \$20,000 with an annual aggregate limit of \$30,000. This agreement will expire on December 31, 2014. Work requests in excess of these amounts must be performed under a separate agreement approved by the Board of County Commissioners.


The Public Works Department desires to enter into this agreement as historically the County has provided services such as; mowing city right of way, striping city streets (we purchase the paint) and we purchase oil for seal coating from them. Previously, our Public Works Department would perform work/services for the County in exchange for their work/services and in lieu of payment. Now all work/services provided by the County will be reimbursable and require a signed request from the City. As the City also provides work/services for the County, we have requested that our city attorney draft a similar agreement, to be signed by the County at a later date.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the city council authorize the City Manager to execute the agreement between the City and Lewis County Public Works.

SUGGESTED MOTION

I move that the city council authorize the City Manager to execute the agreement between the City and Lewis County.

REVIEWED BY:  _____ CITY MANAGER

MASTER INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this ____ day of _____, 2009, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the _____, a municipal corporation hereinafter referred to as the "Municipality",

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. In the event the Municipality requests that the County perform work of the manner described below and guarantees reimbursement to the County for all work done, the County will upon completion of a fully executed Reimbursable Work Order, provide all necessary labor and material and all work incidental to providing such work in the municipality of _____, Washington, or areas in which the Municipality has legal authority to perform the following work:

- A. Provide Surface Material
- B. Snow Plowing
- C. Chipsealing
- D. Asphalt Overlay
- E. Traffic Striping
- F. Asphalt Patching
- G. Grading
- H. Vegetation Control
- I. Guardrail Repair
- J. Traffic Signs

2. Each and every work request shall be made on a fully completed and signed Reimbursable Work Order (sample attached), and according to the following steps:

- a) The designated position of the Municipality requests an estimate for reimbursable work from the County by submitting a reimbursable work order.

- b) A County Senior Engineer or Road Maintenance Area Supervisor will provide estimated cost of the Work.
- c) County Maintenance and Operations Superintendent or Assistant County Engineer verifies the estimate and the availability of resources to perform the work.
- d) The designated position of the Municipality approves expenditure of Municipal funds to complete the work as described, based on the detailed scope of work provided by the County.
- e) The County Engineer approves such Reimbursable Work Orders, up to \$20,000 and with an annual aggregate limit of \$30,000. Reimbursable work in excess of these amounts must be performed under a separate Interlocal Agreement, approved by the Board of County Commissioners.
- f) The _____ of the Municipality will submit the Reimbursable Work order to the Lewis County Fiscal Division for processing upon completion of all work agreed to be performed.

3. The Municipality hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, utilities, and materials used, and an administrative fee of 5% or \$100, whichever is greater. The estimated total dollar amount of all work performed by the County for the Municipality under this agreement shall not exceed \$20,000 per agreement, nor an annual aggregate amount of \$30,000.

4. The Municipality certifies and warrants that it has the legal authority to accomplish the work with its own forces at the location specified in the Reimbursable Work Order, but in fact has insufficient personnel/equipment to accomplish said work.

5. It is understood and agreed that the time for and hours of performance of reimbursable work is at the County's discretion and all reimbursable work as provided for hereto shall be accomplished only, and if, such work does not interrupt or interfere with the County's regularly scheduled road maintenance activities.

6. It is understood that the Municipality has total responsibility for having in its name all necessary property rights prior to construction and/or maintenance by the County. Municipality shall be responsible for obtaining any permits necessary for the performance of the reimbursable work.

7. It is understood and agreed between the parties hereto that the Municipality agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute. Municipality has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act.

8. Municipality certifies and warrants that designated position has the authority to enter into a reimbursable work order and to bind the Municipality thereby.

9. Municipality hereby confers on the County the authority to perform the categories of work listed in paragraph one within the Municipality's jurisdictional limits for the purposes of carrying out this Agreement. Further, Municipality agrees that when the County provides engineering and administrative services for the Municipality, the County Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the City Engineer or other officer or department charged with road maintenance administration.

10. The County is a contractor of services only and does not purport to represent the Municipality professionally other than in providing the services requested by the Municipality. As an independent contractor, the county shall control personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff. In the event the county uses contract services to perform services for the Municipality, the county shall perform the appropriate supervision and inspection of the contractor's work.

11. This Agreement will expire December 31, 2014, unless otherwise terminated. Either party may terminate this agreement by depositing in the mail a notice of termination addressed to either the Director of the Lewis County Public Works Department or the City Mayor, respectively.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
the day and year first above written.

APPROVED AS TO FORM:
L. Michael Golden, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

By: Civil Deputy

F. Lee Grose, Chairman

ATTEST:

Ron Averill, Vice Chairman

Karri Muir, Clerk of the Board

P.W. Schulte, Member

CITY OF

By: _____

Title: _____

REIMBURSABLE WORK ORDER

Municipality

09

Year

Number

To be completed by Lewis County

MUNICIPAL REQUEST

The undersigned hereby requests the Lewis County Public Works Department to provide a preliminary estimate for cost of work stated herein.

Description of work requested:

- Provide Surfacing Material
- Snow Plowing
- Chip Sealing
- Asphalt Overlay
- Traffic Striping
- Asphalt Patching

- Grading
- Vegetation Control
- Guardrail Repair
- Traffic Signs

SUPERVISOR / SENIOR ENGINEER ESTIMATE

I have met with a representative of the above Agency, and have inspection of the work to be requested, and submit my preliminary estimate cost of \$ _____ plus administrative costs of \$ _____ for a total cost of \$ _____ to complete the project requested.

See Attached Detail of Work

Area Supervisor or Senior Engineer

MAINTENANCE / ENGINEERING APPROVAL OF ESTIMATE

Type of Work: Maintenance Construction Preservation

Cost estimate of work as requested is reasonable and required resources are available: Yes No

Date: _____ By: _____

Maintenance and Operations Superintendent
or Assistant County Engineer

Municipality

It is understood that the total cost given is for estimation purposes only and that the project total cost will be based upon the actual cost of labor, equipment rental and materials used in the work involved. A 5% administrative fee will be included with a minimum of \$100.00 per agreement.

We request that the cost of this work be charged against our Federal Aid / STP funds Yes No N/A

All work will be performed in accordance with the Master Interlocal Agreement, dated _____.

Date: _____

Agency: _____

Signature: _____

Title: _____


REIMBURSABLE WORK ORDER AUTHORIZATION

Date: _____

County Engineer

CITY OF CHEHALIS

AGENDA REPORT

DATE: March 1, 2010
TO: The Honorable Mayor and City Council
FROM: Merlin MacReynold, City Manager 
SUBJECT: Re-appointment to the Airport Board of Directors

ISSUE

Confirmation needed to re-appoint Dr. John McCord to the Chehalis/Centralia Airport Board of Directors.

DISCUSSION

On December 12, 2005, the Chehalis/Centralia Airport Board of Directors was re-organized through an inter-local agreement between the City and Lewis County. The agreement requires three members from the City of Chehalis and three members from Lewis County and a seventh member rotating between the two agencies every two years. This year, Lewis County will appoint the seventh member.

Dr. McCord was originally appointed to the Board on February 8, 2006, to a four year term, which has since expired. A letter was sent on February 23, to notify Dr. McCord that his term had expired, and to see if he had any desire to be re-appointed. Dr. McCord responded by phone on February 25, stating he was interested in being re-appointed to the Board.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council confirm the re-appointment of Dr. John McCord to the Chehalis-Centralia Airport Board of Directors for a six-year term expiring March 31, 2015.

SUGGESTED MOTION

I move that the council confirm the re-appointment of Dr. John McCord to the Chehalis-Centralia Airport Board of Directors for a six-year term expiring March, 31, 2015.

City of Chehalis APPLICATION FOR APPOINTMENT

(The city of Chehalis accepts applications from anyone residing or employed in the Chehalis School District boundaries unless otherwise indicated.)

Date 12-16-2008

I wish to be considered for appointment to the following board, commission, or committee:

- Airport Board
- Library Board
- Sister City Committee
- Civil Service Commission
- Lodging Tax Advisory Committee
- Other _____
- Historic Preservation Commission
- Planning Commission

Please print

Name John H. McCord

Present employer Self

Employer address 1720 Cooks Mill Rd Centralia Phone No (360) 736 2577

Fax No. 330-8766 E-mail jhmccord@yahoo.com

Home address 27055 Valleyview Way Chehalis Home Phone No (360) 748-0782

Have you previously or are you now serving on any of the above mentioned? Yes No

If yes, please explain Chehalis Airport Board

Date available for appointment Now

Available to attend Evening meetings? Yes No Daytime meetings? Yes No

Approximately how many hours each month can you devote to city business? 10

Brief statement of qualifications for position and reason for requesting appointment.

I have been a resident of Chehalis most of my life. I have been in business in this community 37 years. I am a private pilot and keep an airplane at Chehalis airport 18 years.

Signature John H. McCord

Please return completed form to: Office of the City Clerk, 80 NE Cascade Avenue / P.O. Box 871, Chehalis WA 98532

Please indicate where you wish meeting information to be mailed and how you would like to be reminded of meetings (e.g., phone, e-mail, cell phone). jhmccord@yahoo.com

CITY OF CHEHALIS

AGENDA REPORT

DATE: March 4, 2010
TO: The Honorable Mayor and City Council
FROM: Dave Vasilauskas, Water Superintendent
Tim Grochowski, Public Works Director
SUBJECT: Bid Award – Newaukum River Bridge Watermain Replacement Project

ISSUE

Bids for the Newaukum River bridge watermain replacement project were solicited and three bids were received (see attached). The bids ranged from \$347,664.16 to \$444,730.35. The administration is seeking council approval to award the bid to the lowest responsible bidder.

DISCUSSION

Attached is a letter from BergerABAM stating that they reviewed the bids and recommend that the city award the bid to Pilchuck Diversified, Inc. in the amount of \$347,664.16 for the Newaukum River bridge watermain replacement project. The engineers cost estimate for this project was \$296,405. Funds for this project, in the amount of \$380,000, were budgeted in the 2010 Water Division budget.

Currently, the watermain hangs on the Newaukum River bridge on Jackson Highway, this bridge is scheduled for replacement this summer. The project will consist of installing approximately 1,500 feet of High Density Polyethylene (HDP) pipe by directional bore under the Newaukum River. The plan is to bore the new pipe approximately 30 feet under the river bed and bring both ends up to the depth of the existing pipe on each side of the river.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council award the bid to Pilchuck Diversified, Inc. in the amount of \$347,664.16.

SUGGESTED MOTION

I move to award the Newaukum River Watermain Replacement project to Pilchuck Diversified, Inc. in the amount of \$347,664.16.

REVIEWED BY:  _____, CITY MANAGER

**NEWAUKUM RIVER BRIDGE NO. 20 WATERLINE REPLACEMENT
PROJECT**

BIDDERS LIST

**FEBRUARY 25, 2010
11:00 a.m.**

	<u>Sub-total</u>	<u>w/7.9 % Sales Tax</u>
1. Advanced Excavating Specialists LLC (AES)	\$378,378.00	\$408,269.86
2. Pilchuck Diversified Services	\$322,209.60	\$347,664.16
3. Wiseman Utilities, Inc.	\$412,169.00	\$444,730.35



700 Northeast Multnomah Street, Suite 900, Portland, Oregon 97232 4189
503/872-4100 • 503/872-4101 Fax • www.abam.com

04 March 2010

Mr. David Vasilauskas
Water Superintendent
City of Chehalis, Public Works Department
2007 NE Kresky Avenue
Chehalis, WA 98532

Subject: Newaukum River Bridge No. 20 Waterline Replacement Project
Bid Evaluation and Recommendation for Award
BergerABAM #PAPOR-10-091

Dear Mr. Vasilauskas,

Sealed bids for construction of the Newaukum River Bridge No. 20 Waterline Replacement project were opened on Thursday February 25th, 2010 at 11:00 am at the City of Chehalis, Washington. A total of three (3) bids were received and publicly opened, with the contractor names and bids recited. This letter presents BergerABAM's evaluation of the bids received, our evaluation of the bids, and a recommendation for the award of the contract.

After the bid opening, the bid documents from each bidder were reviewed by BergerABAM staff. Evaluations were conducted by first reviewing the completeness of the bidding documentation, including the pricing quoted in the basis of bid. This information was then consolidated into a Bid Tabulation document, attached. The Bid Tabulation was closely evaluated to identify any anomalies, mathematical errors and determine if the pricing was balanced and sensible.

All bid documents received were reviewed and determined to be complete. The lowest bidder was Pilchuck Diversified, Inc., with a bid of \$347,664. The highest bid received was from Wiseman Utilities, with a bid of \$444,730. The Engineer's Estimate for the project was \$296,405. After consideration of the bids received, we have concluded that the project was competitively bid. BergerABAM focused our evaluation on the lowest bidder.

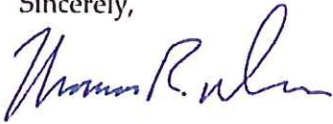
BergerABAM has no previous experience with Pilchuck, but our reference checking resulted in a positive impression of the company. They have constructed waterline projects of similar diameter and scope, and our impression is that they have the capacity to complete the project effectively.

Based on our evaluation of the bid documents and reference checks, it is our recommendation that the City accept Pilchuck's bid, and proceed with the award of the contract.

Mr. Dave Vasilauskas
02 March 2010
Page 2

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas R. Wilcox". The signature is fluid and cursive, with the first name being the most prominent.

Thomas R. Wilcox, PE
Vice-President and Portland Branch Manager

Enclosures: Bid Checklist, Bid Tabulations

**City of Chehalis
 Newaukum River Bridge No. 20 Waterline Replacement Project
 Bid Document Check
 by Javier Moncada, EIT**


3/4/2010

BIDDER		Pilchuck Diversified Services		Advanced Excavation Specialist		Wiseman Utilities	
Addenda Acknowledged (2 Total)		X	2	X	2	X	2
Referenced Checked (Lowest bidder only)		X	3	X	-	X	-
FORMS SUBMITTED WITH BID							
Bid Form		X	X	X	X	X	X
Bid Bond		X	X	X	X	X	X
First Tier Subcontractor Disclosure Form		X	X	X	X	X	X
Bidder's Certifications		X	X	X	X	X	X
Bidder Responsibility Form		X	X	X	X	X	X
Certification of Drug Testing Law Requirements		X	X	X	X	X	X
Bidder's Warrantee		X	X	X	X	X	X
		Submitted		Submitted		Submitted	
		Complete		Complete		Complete	

Newaukum Bridge No.20 Replacement - Replacement Water Line - HDD Installation
Bid Tabulation - 3/4/10

Description	Quantity	Unit	Engineer's Estimate		Pitchuck Diversified Services		Advanced Excavation Specialist		Wiseman Utilities	
			\$ Each	Total	\$ Each	Total	\$ Each	Total	\$ Each	Total
General Requirements										
Contractor Mobilization and Demobilization (5%)	1	LS	\$10,024	\$10,024	\$31,689	\$31,689	\$45,091	\$45,091	\$75,000	\$75,000
Temporary Traffic Control	1	LS	\$12,000	\$12,000	\$1,500	\$1,500	\$11,050	\$11,050	\$10,000	\$10,000
Temporary Erosion and Sediment Control	1	LS	\$2,000	\$2,000	\$500	\$500	\$9,315	\$9,315	\$2,500	\$2,500
Construction Surveys, including utility locates, ROW/property measurement, demarcation, alignment staking, and as-built measurements.	1	LS	\$3,000	\$3,000	\$2,400	\$2,400	\$5,610	\$5,610	\$5,000	\$5,000
QC/Testing/Commissioning, including water line disinfection and testing, and pavement compaction testing as required.	1	LS	\$5,000	\$5,000	\$1,220	\$1,220	\$10,335	\$10,335	\$7,500	\$7,500
Water Line Improvements										
Consolidate and Remove Temporary Leveling Pads	1	LS	\$5,000	\$5,000	\$32,320	\$32,320	\$9,350	\$9,350	\$10,050	\$10,050
Salvage 6" Ductile Iron Water Line	200	LF	\$12	\$2,400	\$15	\$3,000	\$24	\$4,800	\$13	\$2,600
Abandon-In-Place and Plug 12" Ductile Iron Water Line	1	LS	\$1,000	\$1,000	\$250	\$250	\$2,350	\$2,350	\$735	\$735
Remove and Replace 18" HDPE Culvert, including pipe zone, bedding, backfill, pavement removal and restoration, and ditch restoration.	80	LF	\$70	\$4,200	\$155	\$9,317	\$100	\$6,000	\$30	\$1,800
Combination Air/Vacuum Release Valve Assembly, including all equipment, fittings, and materials as required.	2	EA	\$2,500	\$5,000	\$10,852	\$21,703	\$4,065	\$9,930	\$4,500	\$9,000
Install 2" Copper Iron Water Service Line, including live trip to main, trench excavation, pipe bedding, pipe zone, backfill, pavement removal and restoration, non-paved area restoration, fittings, disinfection, and testing.	268	LF	\$20	\$5,320	\$52	\$13,795	\$33	\$8,884	\$39	\$10,374
Install 1" Copper Iron Water Service Line, including trench excavation, pipe bedding, pipe zone, backfill, pavement removal and restoration, non-paved area restoration, fittings, disinfection, and testing.	174	LF	\$15	\$2,610	\$40	\$6,974	\$25	\$4,263	\$25	\$4,350
Reconnect Existing Water Service Laterals to New 3" Service Line, including saddle taps, extensions, disinfection, and testing.	2	EA	\$500	\$1,000	\$1,694	\$3,388	\$602	\$1,204	\$625	\$1,250
Install 12" SDR 9 HDPE Waterline by Direction Drilling, including disinfection and testing.	1,113	LF	\$150	\$166,950	\$167	\$174,340	\$212	\$235,956	\$220	\$244,860
Install 12" SDR 0 HDPE Waterline by Trench Installation, including trench excavation, pipe zone, bedding, backfill, fittings, disinfection, and testing.	60	LF	\$50	\$3,000	\$198	\$11,880	\$94	\$5,640	\$75	\$4,500
Connect 12" HDPE Waterline to Existing 12" Ductile Iron Waterline	2	LS	\$1,000	\$2,000	\$2,966	\$5,931	\$3,300	\$6,600	\$2,600	\$5,200
In Trench restoration, including work and staging areas, pavement not included in trench restoration, and roadway striping where required.	1	LS	\$20,000	\$20,000	\$2,000	\$2,000	\$3,000	\$3,000	\$17,500	\$17,500
Contingency (10%)				\$25,140.40						\$412,109
City and State Sales Tax (7.8%)				\$19,860.92						\$32,581.35
				Total	\$286,405	Total	\$25,454.50	Total	\$29,091.86	Total
						Total	\$347,864	Total	\$406,270	Total

**CITY OF CHEHALIS
AGENDA REPORT**

TO: The Honorable Mayor and City Council
FROM: Merlin MacReynold, City Manager 
DATE: March 4, 2010
SUBJECT: FEMA Flood Mapping Issues - Requesting Authorization to Execute Agreements

ISSUE

Authorization is needed to execute agreements that will help cover the expense of retaining legal counsel and other professional services in the review, modification and, if necessary, appeal of the FEMA mapping diagrams as presented.

DISCUSSION

During the regular meeting of February 8, the city council authorized the administration to retain legal counsel in an effort to mitigate some of the impacts that the draft FEMA maps would have on our community. It was suggested we try to team up with other agencies/entities and pool our resources together.

The council agreed the new maps could have a significant financial impact and we could not sit back and wait for others to initiate the effort. The consensus of the council was to be the lead agency, and allow others to join down the road if they so desired.

Over the last couple of weeks, several agencies have met to discuss the issue and have responded favorably. I requested City Attorney Bill Hillier to prepare the following documents for your review and consideration:

- An Interlocal Agreement between the city and the Airport Governing Board, who has agreed to pay up to \$20,000 for the purpose of retaining counsel and providing for professional services relative to the FEMA mapping diagrams.
- An Addendum to the Interlocal Agreement between the city and the Port of Chehalis, who has agreed to pay up to \$5,000 for professional services as required in the agreement.
- A Memorandum of Understanding between the city and the Chehalis-Centralia Chamber of Commerce, to provide \$10,000 in funding relative to the provisions of professional services under the Interlocal Agreement for funding professional services.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council authorize the city manager to execute the Interlocal Agreement between the city and the Chehalis-Centralia Airport Governing Board; the addendum to the Interlocal Agreement between the city and the Port of Chehalis; and the Memorandum of Understanding between the city and Chehalis-Centralia Chamber of Commerce.

SUGGESTED MOTION

I move that the council authorize the city manager to execute the Interlocal Agreement between the city and the Chehalis-Centralia Airport Governing Board for up to \$20,000; the Addendum to the Interlocal Agreement between the city and the Port of Chehalis for up to \$5,000; and the Memorandum of Understanding between the city and Chehalis-Centralia Chamber of Commerce for \$10,000.

INTERLOCAL AGREEMENT FOR FUNDING PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between **CITY OF CHEHALIS, WASHINGTON**, hereinafter referred to as "Chehalis", and the **CHEHALIS-CENTRALIA AIRPORT GOVERNING BOARD**, hereinafter referred to as "Airport".

WITNESSETH:

WHEREAS, the parties to this Agreement have received from FEMA proposed mapping diagrams of the Chehalis River and its tributaries for the determination of areas of floodway and/or floodplain; and

WHEREAS, the proposed mapping creates issues for both Chehalis and Airport that significantly impact Airport's master plan for development, as well as City's long-term commercial growth; and

WHEREAS, it is the desire of the parties hereto to retain services of an attorney experienced in FEMA-related issues, environmental issues, and land use planning to aid the parties in the FEMA mapping comment and appeal process; and

WHEREAS, it is the desire of the parties to consolidate resources for their desired purposes and to reduce their respective obligations and benefits to writing pursuant to Chapter 39.34, Revised Code of Washington, which provides for interlocal agreements for the public benefit; now, therefore,

IN CONSIDERATION of the above-referenced recitals and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the _____ day of _____, 2010, and terminate on the 1st day of December, 2013, unless sooner terminated by completion of the requirements herein or by agreement of the parties.

2. **Interagency Cooperation.** Chehalis and Airport agree that no separate board shall be created to administer the purposes of this Interlocal Agreement. Rather, Chehalis shall act as the lead agency for purposes of administering the implementation and completion of the retention of legal counsel for assistance to the parties hereto as contemplated. The responsible party for Airport shall be the Airport Manager or his designee. The responsible party for Chehalis shall be the Chehalis City Manager or his designee.

3. **Hiring Professional.** The responsible party for both entities shall work together to refine a list of potential candidates to serve as contract counsel for the entities in this process. Chehalis shall set up an interview process to interview a minimum of three candidates to provide services as contemplated herein. Candidates shall be interviewed by the responsible party for each entity to this Agreement and the responsible party shall make recommendations to Chehalis and Airport as to the most qualified candidate for meeting the needs and services required of the parties. Once counsel is selected, the responsible party shall negotiate a contract for services at a rate commensurate with the services being provided and the skills and abilities of the party providing the same. All services shall be rendered under the terms of a professional services agreement executed by the party chosen to serve as counsel.

4. **Compensation.** It is agreed between the parties hereto that each shall contribute up to a total sum of Twenty Thousand Dollars (\$20,000) to provide for funding for purposes of retaining counsel and providing for professional services. The funds shall be held by Chehalis and Chehalis shall be responsible for compensating the attorney on a monthly basis based upon

bills submitted to Chehalis for payment. Review of the work being performed and the appropriate compensation being paid shall be done by both Chehalis and Airport through their responsible parties.

5. **Additional Parties.** It is contemplated by the parties hereto that additional public entities may be interested in joining in this Interlocal Agreement for the provision of professional services to cover the interests of such public entities concerning comments and appeal of the FEMA mapping. In the event such entities are desirous of joining in, they may do so by an addendum to this Agreement, setting forth their participation and their contribution towards payment of funds for covering the services anticipated.

6. **Implementation.** It is the intent of the parties to this Agreement that the lead agency, Chehalis, shall implement the process for hiring professional services in the immediate future. It is of the utmost importance to the parties concerned that the services commence forthwith.

7. **Termination.** Any party to this Agreement may terminate this Agreement with or without cause by providing the other party hereto thirty (30) days written notice of such termination. Any fees or other expenses incurred in the operation of this Agreement up to and including the date of termination shall be the responsibility of the parties hereto. The parties have committed up to Twenty Thousand Dollars (\$20,000), each, to meet the anticipated expenses and fees to be generated. Regardless of termination of this Agreement, the parties hereto commit to the full distribution of the Twenty Thousand Dollars (\$20,000) if necessary to complete services contracted for with the professional service provider.

8. **Property.** It is not anticipated that any real or personal property would be required to be purchased by the parties solely because of this Agreement.

9. **Equal Opportunity.** The parties to this Agreement are equal opportunity employers.

10. **Nondiscrimination.** During the performance of this Agreement, the parties hereto shall not discriminate on the basis of race, age, color, sex, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental, or physical handicap. This provision shall include, but not be limited to, the following: Employment; upgrading; demotion; transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

11. **Assignment.** This Agreement or any interest herein or claim hereunder shall not be assigned or transferred in whole or in part by any party to this Agreement to any other entity without the prior written consent of all jurisdictions obligated herein.

12. **Severability.** If any portion of this Agreement is changed from mutual agreement or any portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

13. **Waiver or Breach.** A waiver by any party hereto of a breach of any other party hereto of any covenant or condition of this Agreement shall not impair the right of the parties not in default to avail themselves of any subsequent breach thereof.

14. **Integration and Supersession.** This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided, and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

15. **Notices.** Unless otherwise stated herein, all notices and demands shall be in writing and sent to the party at their address as follows:

Chehalis: City Manager
City of Chehalis
350 N. Market Boulevard, Room 101
Chehalis, Washington 98532

Airport: Airport Manager
Chehalis-Centralia Airport
P. O. Box 1344
Chehalis, Washington 98532.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. Venue for any action to enforce or interpret this Agreement shall be in the Superior Court of the State of Washington for Lewis County.

17. **Filing With County Auditor.** A copy of this Agreement shall be filed with the Lewis County Auditor pursuant to RCW 39.34.040.

EXECUTED IN DUPLICATE on the date and year first above written.

CITY OF CHEHALIS, WASHINGTON

By _____
Name: _____
Title: _____

Approved:

By _____
Name: _____
Title: City Attorney

CHEHALIS

**CHEHALIS-CENTRALIA AIRPORT
GOVERNING BOARD**

By _____
Name: _____
Title: _____

Approved:

By _____
Name: _____
Title: Its Attorney

AIRPORT

ADDENDUM TO
INTERLOCAL AGREEMENT FOR FUNDING PROFESSIONAL SERVICES

THIS ADDENDUM is made and entered into this _____ day of _____, 2010, by and between **CITY OF CHEHALIS, WASHINGTON**, hereinafter referred to as "Chehalis", and the **PORT OF CHEHALIS**, hereinafter referred to as "Port".

WITNESSETH:

WHEREAS, Chehalis and the Chehalis-Centralia Airport Governing Board entered into an Interlocal Agreement for Funding Professional Services on the _____ day of _____, 2010; and

WHEREAS, said Interlocal Agreement provides for the addition of public entities to the terms and conditions of the Interlocal Agreement by execution of an addendum to the original Agreement as provided for in Paragraph 5 of said Agreement; and

WHEREAS, Chehalis as Lead Agency is empowered with the ability to execute an addendum to the Agreement for addition of public entities as parties to the funding service; now, therefore,

IN CONSIDERATION of the above-referenced recitals and other good and valuable consideration, the parties agree as follows:

1. Port hereby agrees to the terms and conditions of the Interlocal Agreement for Funding Professional Services executed the _____ day of _____, 2010, a copy of which is attached hereto, marked Exhibit "A", and incorporated herein by this reference.
2. Port agrees to fund a total of Five Thousand Dollars (\$5,000) for services as required in the Agreement.

3. The parties to this Addendum agree to abide by all terms and conditions of the Interlocal Agreement, with the caveat that the Port's maximum contribution shall be Five Thousand Dollars (\$5,000.00).

EXECUTED IN DUPLICATE on the date and year first above written.

CITY OF CHEHALIS, WASHINGTON

By _____
Name: _____
Title: _____

Approved:

By _____
Name: _____
Title: City Attorney

CHEHALIS

PORT OF CHEHALIS

By _____
Name: _____
Title: _____

Approved:

By _____
Name: _____
Title: Its Attorney

AIRPORT

EXHIBIT "A"

INTERLOCAL AGREEMENT FOR FUNDING PROFESSIONAL SERVICES

[Insert Interlocal Agreement]

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 2010, by and between the **CITY OF CHEHALIS, WASHINGTON**, as Lead Agency under the terms of an Interlocal Agreement for Funding Professional Services and Addendum thereto executed on the _____ day of _____, 2010, and the **CHEHALIS-CENTRALIA CHAMBER OF COMMERCE**, hereinafter referred to as "Chamber".

WHEREAS, public agencies have entered into an Interlocal Agreement for Funding Professional Services to cover the interests of such public entities concerning comments and appeal of the FEMA mapping presented for the greater Chehalis/Centralia area; and

WHEREAS, the Chamber is interested in providing additional funds for the retention of legal counsel to assist the public entities in the review, modification, and, if necessary, appeal of such mapping results; and

WHEREAS, it is in the best interests of the parties to reduce their understanding to writing; now, therefore,

IN CONSIDERATION of the above-referenced recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Chamber shall participate in the implementation and operation of an Interlocal Agreement between public entities, a copy of which is attached hereto, marked Exhibit "A", and incorporated herein by this reference.

2. Because Chamber is not a public agency, Chamber cannot become a party to the Interlocal Agreement, but through this Memorandum of Understanding, Chamber will be a party to the benefits and obligations as set forth therein.

3. Chamber shall be obligated for payment attorney's fees to Lead Agency to carry out the provisions of the attached Agreement for an amount up to but not exceeding Ten Thousand Dollars (\$10,000).

EXECUTED IN DUPLICATE on the date and year first above written.

CITY OF CHEHALIS, WASHINGTON

By _____
Name: _____
Title: _____

Approved:

By _____
Name: _____
Title: City Attorney

**CHEHALIS-CENTRALIA CHAMBER OF
COMMERCE**

By _____
Name: _____
Title: _____

Approved:

By _____
Name: _____
Title: Its Attorney

CHAMBER

EXHIBIT "A"

INTERLOCAL AGREEMENT FOR FUNDING PROFESSIONAL SERVICES

[Insert Interlocal Agreement]

**CITY OF CHEHALIS
AGENDA REPORT**

TO: The Honorable Mayor and City Council
FROM: Bob Nacht, Community Development Director
DATE: March 1, 2010
SUBJECT: 2010 Spring Opening of City Park Facilities

ISSUE

Some of the application procedures for renting city buildings have been changed to streamline the process. Rules for use of city facilities have been updated to reflect insurance requirements. The annual registration process for use of city facilities has been changed.

DISCUSSION

Over time, the department has identified several changes that need to be made to the way it accepts applications and processes the information for rental facilities in the city's parks. Many of the changes occur because of insurance requirements. Some of the application forms are revised to be consistent with other agency forms and processes.

The current economic downturn and the general socio-economic changes over the years present significant challenges in how the department needs to market the parks amenities, and how the maintenance and repair must be accomplished.

Streamlining the application process is also a priority for the administration. Many of the 'old ways' have been replaced by reviewing how other cities provide parks and recreation services, and changing both the application forms and the review / approval process.

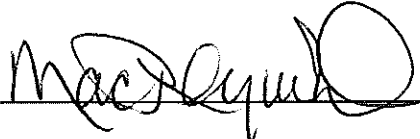
The Community Development director will explain the specific changes at the council meeting, and the anticipated benefit to both the city and the public.

RECOMMENDATION / COUNCIL ACTION DESIRED

No action is needed – this report is presented for information only.

SUGGESTED MOTION

None

Reviewed by  City Manager

KITCHEN FACILITY AND PICNIC SHELTER APPLICATION

Final Approval Required - Reservations Must be Confirmed by Office Staff

DATE REQUESTED: _____ ALTERNATE DATE: (if applicable) _____

ENCLOSED FACILITIES

VR Lee Community Building (Location Code: 0465 - 030)

Mon - Thurs rental: 8am to 4:00pm (\$60) 5pm to 10:00pm – (\$60) all day (\$120)

Friday rental: 8am to 4:00pm (\$60) 5pm to 12mid (\$70) all day (\$130)

Saturday rental: 8am to 12mid (\$130) Sunday rental: 8am to 10pm (\$120)

Fred Hess Kitchen (Location Code: 0465 - 031)

Mon - Thurs rental: 8am to 4:00pm (\$35) 5pm to 10:00om (\$45) all day (\$80)

Friday rental: 8am to 4:00pm (\$35) 5pm to mid (\$50) all day (\$85)

Saturday rental: 8am to 12mid (\$85) Sunday rental: 8am to 10pm (\$80)

COVERED SHELTERS:

Stan Hedwall Park Shelter \$100 – 8am to dusk (park closing) Max Occy 160 (Location Code: 0465 - 033)

Lintott/Alexander Park - Shelter #1 (\$100) Shelter #2 (\$100) (Location Code: 0465 - 032)
8am to dusk (park closing) - Max. Occy 100 per shelter

Name of Organization (if applicable): _____

Person in Charge: _____

Address: _____ City/State/Zip: _____

Home Ph: _____ Work Ph: _____ Cell Ph: _____

Type of Activity Planned: _____

Event is: Private Co-sponsored by City Non-Profit For Profit (add \$25 per day)

Estimated Attendance: Adult: _____ Youth: _____ Type of supervision: _____

The following criteria will be used to determine if liability insurance is required. Indicate all that apply:

- Applicant is a business or organization
- Event involves people other than applicant's family members and close friends
- Event qualifies as a "special event" by definition of the city
- There is an admission charge or a charge for anything provided at the event
- Event attendance and proposed usage fall outside of facility's design
- Law enforcement will be required for security or traffic control
- Alcohol will be sold or served

Applicants required to have liability insurance must provide a certificate of insurance naming the City of Chehalis as additional insured in the amount of no less than \$1,000,000 prior to final approval.

Continued on reverse side →

RESERVATION PROCEDURE:

1. Reservations may be made up to 12 months to the day in advance through the Chehalis Parks & Recreation office during regular business hours, Monday through Friday, 8:00 am to 5:00 pm.
2. Renter must be at least 21 years of age. NO SMOKING in city buildings.
3. Reservation requests may be made by phone or in person, however in-person applicants will have priority if requests received at the same time. An applicant has 10 days after the date is requested to return completed application form with required rental fee. If completed application form and rental fee are not received on or before the tenth day, the reservation date will be automatically cancelled and reopened to others. If a reservation is made within the ten day period prior to the requested date, confirmation of the reservation will not be made until the application form and rental fee are received, and may be superseded by in-person application.
4. Chehalis Parks & Recreation reserves the right to waive charges for use by local community non-profit organizations sponsoring community-wide events, provided a 'Request to Waive Fee' form is completed and approved by the Director.
5. Covered Shelters are open to the public on a first come, first served basis, unless a party has made a reservation and paid a rental fee. If a shelter has been reserved, a reservation sign will be posted onsite.
6. Cancellation received less than ten days before event will result in forfeiture of facility rental fee.

AGREEMENT:

The applicant shall indemnify and hold harmless the City of Chehalis, its elected/appointed officials, its employees and agents from and against any and all claims, demands, suits, action payments, and judgments as a result of injury or death of any person or property sustained by applicant or any other person which arises from or in any other manner grow out of any act or omission on or about said facility by applicant, its agents, guests, or employees in the execution of this facility use agreement including any and all expenses, legal or otherwise incurred by the City or its representatives in the defense of any suit or claim.

I the applicant further agree to adhere to all rules, regulations and policies of the Chehalis Parks & Recreation Division. I acknowledge the receipt of the Rules and Restrictions and the Assumption of Responsibilities and agree to take responsibility for compliance. I hereby understand that failure to follow the policies regarding rules, restrictions and user responsibilities will result in additional charges for labor and material expenses incurred at Chehalis Parks & Recreation facilities. Billings not paid within 15 days of receipt will be turned over to a collection agency and subject to fees assessed by the collection agency.

Signature of Applicant or Authorized Representative

Date

For office use only			
Reservation Date _____	Fee Paid \$ _____	Date Paid _____	
Exempt from Liability Insurance _____	Liability Insurance Required _____	Insurance Certificate Provided _____	
Approved _____	Receipt # _____	Initials _____	Key # _____

Chehalis Parks & Facilities
RENTAL
Rules and Restrictions

1. Cancellations received less than ten days before rental period will result in forfeiture of facility rental fee.
2. Party is responsible for picking up the key at the Chehalis Parks & Recreation office during regular business hours Monday through Friday 8:00am to 5:00pm, or on the last business day before a weekend or holiday rental before 5:00pm.

Please pick up your key on: _____.
3. Party may access the building no earlier than one half hour prior to the start of the rental time period. Covered shelters are available on day of use at 8am. **Upon entry**, if you find any facility or equipment problems, immediately notify the Parks and Facilities Division at local **#360-508-6264**, enter a phone number for an employee to call you back.
4. Party is responsible for cleaning up, locking doors and dropping the key in the drop box inside the building upon completion of the event or will be subject to additional charges noted on the Assumption of Responsibility.
5. Party must vacate the building/shelter by the end of the rental time period or will be subject to additional charges noted on the Assumption of Responsibility.
6. The city of Chehalis requires **all** facility users to respect the neighboring residents by prohibiting the following: loud music, strobe lights, loud noise, yelling, foul language, squealing tires, revving car engines, vehicle engines left running, etc. Groups/individuals planning to have amplified music/sound or speakers must keep all exterior doors and windows closed while music is playing and keep the volume so it cannot be heard outside the facility. **LIVE BANDS ARE STRICTLY PROHIBITED**. If children are in attendance, it is the user's responsibility to supervise them at all times.
7. Groups/individual determined by the Chehalis Parks & Recreation to need liability insurance must provide a certificate of insurance naming the City of Chehalis as additional insured in the amount of no less than \$1,000,000 prior to facility use approval. Those needing to purchase insurance may do so online through the Washington Cities Insurance Authority. Go to www.ebi.ins.com/tulip and insert the correct building location code (listed on facility application) for a quick quote and/or to purchase insurance (credit card required for purchase). Based on information contained in the application form:

Liability Insurance is required Liability Insurance is NOT Required
8. Possession or consumption of alcoholic beverages in city facilities is prohibited unless user has provided proof of appropriate liability insurance and has obtained a banquet permit from a state liquor store when associated with a building rental. A banquet permit must be posted conspicuously. Alcohol must remain inside the facilities. All beverages must be dispensed in unbreakable containers. **NO ALCOHOLIC beverages allowed outside the rented areas**.
9. The city cannot reserve park grass areas for organization or private use unless an 'Outdoor Special Event Application' is completed and approved. Liability insurance is required for any outdoor and/or special event. Chehalis parks are open to the public at all times, (unless closed seasonally) public has access to all special event designated areas in city parks.
10. No animals allowed (except service animals) in buildings without approval. Leash law applies in all city parks.
11. No political banners or signs allowed on city property.

ASSUMPTION OF RESPONSIBILITIES

Users of City of Chehalis Park Kitchens or shelter facilities are required to complete certain responsibilities prior to vacating the premises. Those responsibilities are indicated below:

User Responsibilities

Access Building: Building may be accessed no earlier than one half hour prior to rental period.

Floors: Sweep floors, mop up all spills with fresh water, clean and rinse mop. Return all cleaning materials to broom closet. If using Lintott/Alexander shelter(s), give broom and mop to the caretaker.

Garbage: Bag all garbage and place in trash bins. Check outside grounds for loose trash. VR Lee Building-place trash bins outside kitchen door in covered area. Hess Kitchen – knot garbage bag and place in an empty trash bin in the covered area outside the VR Lee Community Building side door.

Restrooms: Pick up any debris, mop floor if needed. Make sure toilets are flushed.

Kitchen Area: Wipe down all counters, sinks, stove, including oven if needed. Clean up any spilled food. Remove all food and bagged ice from refrigerator and wipe clean. Clean coffee pot after use.

Tables and Chairs: Wipe down tables and chairs. Stack tables and chairs in designated marked areas. No extra tables or chairs provided.

Decorations: Decorations are allowed but may only be secured with masking, double sided, or scotch tape. No push pins, tacks, staples or nails allowed. Decorations must be removed prior to leaving the facility.

Personal Belongings: Remove all personal belongings. The city of Chehalis is not responsible for lost or damaged items.

Closing: Turn thermostat switch back to 60. Place key in Key Box. Turn off lights; Lock and secure all exit doors and windows.

Vacate Building: Building must be cleaned and vacated by the end of rental period.

Failure to complete any of the responsibilities listed above will result in a minimum service charge of \$50 for up to 1 hour of cleanup, plus \$50 for each additional hour or portion there of required by staff to clean facility.

User shall be responsible for damage and/or loss of City property and will be charged the entire cost of repair or replacement, including any labor expenses.

Chehalis Parks & Facilities
RENTAL
Rules and Restrictions

1. Cancellations received less than ten days before rental period will result in forfeiture of facility rental fee.
2. Party is responsible for picking up the key at the Chehalis Parks & Recreation office during regular business hours Monday through Friday 8:00am to 5:00pm, or on the last business day before a weekend or holiday rental before 5:00pm.
3. Party may access the building no earlier than one half hour prior to the start of the rental time period. Covered shelters are available on day of use at 8am. **Upon entry**, if you find any facility or equipment problems, immediately notify the Parks and Facilities Division at local #**360-508-6264**, enter a phone number for an employee to call you back.
4. Party is responsible for cleaning up, locking doors and dropping the key in the drop box inside the building upon completion of the event or will be subject to charges noted on the Assumption of Responsibility.
5. Party must vacate the building/shelter by the end of the rental time period or will be subject to charges noted on the Assumption of Responsibilities.
6. The city of Chehalis requires **all** enclosed facility users to respect the neighboring residents by prohibiting the following: loud music, strobe lights, loud noise, indoors and outdoors, yelling, foul language, squealing tires, revving car engines, vehicle engines left running, etc. Groups/individuals planning to have amplified music/sound or speakers must receive permission from the Chehalis Parks Division. **LIVE BANDS PROHIBITED**. If children are in attendance, it is the user's responsibility to supervise them at all times.
7. Groups/individuals determined by the Chehalis Parks & Recreation to need liability insurance must provide a certificate of insurance naming the City of Chehalis as additional insured in the amount of no less than \$1,000,000 prior to facility use approval. Those needing to purchase insurance may do so online through the Washington Cities Insurance Authority. Go to www.ebi.ins.com/tulip and insert the correct building code (listed on facility application) for a quick quote and/or to purchase insurance (credit card required for purchase).
8. Possession or consumption of alcoholic beverages in city facilities is prohibited unless application has been made to the city's insurance authority. Such application requires additional insurance fees. All beverages must be dispensed in unbreakable containers. **NO ALCOHOLIC beverages allowed out in the park areas.**
9. The city cannot reserve park grass areas for organization or private use unless an 'Outdoor Special Event Application' is completed and approved. Liability insurance is required for any outdoor and/or special event. Chehalis parks are open to the public at all times, (unless closed seasonally) public has access to any designated special event area in the parks.
10. No animals allowed (except service animals) in buildings without approval. Leash law applies in all city parks.
11. No political banners or signs allowed on city property.

OUTDOOR SPECIAL EVENT APPLICATION

- PARK REQUESTED:**
- Recreation Park (VR Lee Building and adjacent grass area)
 - Stan Hedwall Park
 - Lintott/Alexander Park
 - Community-wide non-profit special event
 - Covered Shelter and grass area
 - Shelter #1 and grass area
 - Shelter #2 and grass area

APPLICATION DATE: _____

SPECIAL EVENT NAME: _____

SPECIAL EVENT DATE(S): _____ **SPECIAL EVENT TIME(S):** _____

Name of Organization: (if applicable) _____

Person in Charge: _____

Address: _____

City/State/Zip: _____

Home Ph: _____ Work Ph: _____ Cell Ph: _____

Type of Activity Planned: _____

Estimated Attendance: _____ Event Participants: _____ Event Spectators: _____

Type of Supervision: _____

NOTE: Liability insurance is required for special events held in City of Chehalis parks and may be purchased online. A Tenants and Users Liability Insurance Policy (TULIP) may be obtained through the Washington Cities Insurance Authority (WCIA). Go to www.ebi.ins.com/tulip and enter the appropriate facility **ID location code** listed below for a quick quote and/or to purchase insurance. (Credit card required for purchase).

User shall be responsible for damage and/or loss of City property and will be charged the entire cost of repair or replacement, including any labor expenses

Recreation Park: - VR Lee Building – (0465 – 030)

Fred Hess Kitchen – (0465 – 031)

Stan Hedwall Park – Shelter – (0465 – 033)

Lintott/Alexander Park Shelters– (0465 – 032)

Event is: Private Co-Sponsored by City Non-Profit For Profit

Solicitation of funds must be approved by the Director. Additional rental fee will apply.

Are you requesting to solicit funds? Yes No

How would you solicit funds? Admissions Donations Sale of Merchandise

Other _____

What would proceeds be used for? _____

OUTDOOR SPECIAL EVENT PROCEDURES:

1. Outdoor special events applications must be made at least 15 business days prior to event and may be made up to 12 months to the day in advance through the Chehalis Parks and Recreation office during regular business hours, Monday through Friday, 8:00 am to 5:00pm. Generally, outdoor special events applications must be associated with a building rental unless a community-wide non-profit event is requested.
2. Proof of liability insurance in the minimum amount of \$1,000,000, naming the City of Chehalis as additional insured is required prior to final approval.
3. Any use of alcohol outside of a building requires fencing or other approved control mechanism to prevent public access. User is responsible for such control methods.

AGREEMENT:

Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

I the applicant further agree to adhere to all rules, regulations and policies of the Chehalis Parks and Recreation Division. I acknowledge the receipt of the Use Policies and Regulations, and agree to take responsibility for compliance. I hereby understand that failure to follow the policies regarding rules, restrictions and conditions of use will result in additional charges for labor and material expenses incurred at Chehalis Parks and Recreation Division facilities above and beyond those covered by the damage deposit. Billings not paid within 30 days of receipt will be turned over to a collection agency and subject to fees assessed by the collection agency.

_____ Date

Signature of Applicant or Authorized Representative

For Office Use Only			
Reservation Date _____	Date Application & Fee Received _____		
Receipt# _____		Insurance Certificate Provided _____	
Approved for Use _____	Approved for Solicitation of Funds _____	Follow-Up Sent _____	

City of Chehalis
CHEHALIS PARKS AND RECREATION PARK USE FOR OUTDOOR SPECIAL EVENTS

Use Policies and Regulations

1. Security and crowd control, pedestrian and vehicle traffic, parking, public portable sanitation, litter patrol and cleanup, and noise control and monitoring issues will be required to be addressed by the user to the satisfaction of the City of Chehalis before receiving approval. All associated costs will be required to be paid by the user to the City before the event is to take place.
2. User will be required to obtain any required city, county or state permits and to meet and abide by any local and state regulations and laws. All related costs associated with the above will be covered by the user.
3. Proof of liability insurance in the amount of a minimum of \$1,000,000 naming the City of Chehalis as additional insured is required prior to application approval. Users needing to purchase liability insurance may obtain a Tenants and Users Liability Insurance Policy (TULIP) online through the WCIA. Go to www.ebi.ins.com/tulip and enter the appropriate facility ID location code for a quick quote and/or to purchase insurance: Recreation Park, VR Lee Community Building #0465-030; Fred Hess Kitchen #0465-031; Stan Hedwall Park Covered Shelter #0465-033; and Lintott/Alexander Park Covered Shelters #0465-032.
4. Users cannot discriminate as to access into the park and the activity. The park and activity must remain open and available to all.
5. Group activities, amplified music and sound will be allowed, provided it does not adversely affect other park users, surrounding businesses and residents, and adjacent programs and operations.
6. Solicitation of funds and/or product sales may be allowed with Director approval.
7. Passing out promotional flyers, pamphlets, etc. for the purpose of soliciting funds is prohibited. Activity agendas or informational handout materials will be allowed, provided litter is patrolled and picked up.
8. Possession or consumption of alcoholic beverages in city facilities is prohibited unless user has provided proof of appropriate liability insurance and has obtained a banquet permit from a state liquor store when associated with a building rental. A banquet permit must be posted conspicuously. Possession and consumption of alcohol must remain inside the facilities or within a fenced, enclosed area associated with the building rental. All beverages must be dispensed in unbreakable containers. **NO ALCOHOLIC beverages allowed outside of the rental area.**
9. The Chehalis Parks and Recreation Division reserves the right to restrict the use of the park due to its condition and inclement weather. The purpose of this restriction is to assure the park is not damaged by an event to such a degree that repairs and renovation would be very costly and time consuming, and potentially curtail public use of the park.
10. The Chehalis Parks and Recreation Division reserves the right to limit the number of special events allowed, in order to control the impact on the grounds. All use requests will be reviewed and either granted or denied on a first come, first serve basis.
11. Use of the park will be restricted to the times that the park is officially open. The length of the special event is restricted to two days, without special approval. If event is two days, they must be consecutive.
12. User is required to clean up area of use at the end of the reservation period.
13. User shall be responsible for damage and/or loss of City property and will be charged at the entire cost of repair or replacement, including any labor expenses.

CITY OF CHEHALIS

AGENDA REPORT

DATE: February 22, 2009
TO: The Honorable Mayor and City Council
FROM: Tim Grochowski, Public Works Director
Rick Sahlin, Street/Storm Superintendent
SUBJECT: Amending the 2010-2015 Six-Year Transportation Improvement Plan
and Resolution No 9 -2009 Adopting the Plan

ISSUE

The administration is requesting the council to approve an amendment to the current 2010-15 Six-year Transportation Improvement Plan (STIP).

DISCUSSION

The administration has submitted three asphalt overlay projects; National Ave from Kresky to Exhibitor, Louisiana from Highway 6 to Chamber Way and Riverside Drive from south City Limits to Highway 6 for "potential" stimulus funding from the *Jobs for Main Street Act*. WSDOT asked local jurisdictions to compile and prioritize a list of projects that could be "shovel-ready" in anticipation of funding availability. The projects need to be added to the agency's STIP in order to be eligible if the funding package passes.

The administration recently presented these local projects to the Lewis County Transportation Strategy Council (TAC) for consideration along with other agencies projects (see attached priority list). The administration compiled the needed information and statistics on our projects and presented them to the TAC for consideration and convincingly proved their importance to score them high on the list for consideration.

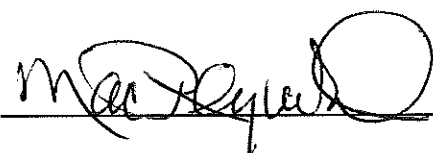
Also attached is the updated 2010 -2015 Six Year Transportation Improvement Program (STIP) showing the three additional projects along with Resolution No 6 -2010 that is needed to amend the current STIP.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the city council amend the current 2010-2015 STIP and pass Resolution No. 6-2010.

SUGGESTED MOTION

I move that the city council amend the 2010-2015 Six-Year Transportation Plan and Resolution No. 9-2009 by adopting Resolution No. 6-2010 on first and final reading.

REVIEWED BY:  _____, CITY MANAGER

RESOLUTION NO. 6-2010

A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON, AMENDING RESOLUTION 9-2009, ADOPTED JUNE 22, 2009, FOR THE 2010-2015 SIX-YEAR TRANSPORTATION IMPORVMENT PLAN FOR THE CITY OF CHEHALIS.

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

Section 1. The 2010-2015 six-year transportation improvement plan for the city, hereto attached and by this reference incorporated herein, shall be, and the same hereby is, amended as the 2010-2015 six-year transportation improvement plan for the city effective the calendar year 2010.

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 ____ day of _____, 2010.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

Lewis County Federal Jobs Bill Projects Prioritization List

Congr District	Leg District	WSDOT Region	Priority Number	Agency	Project Title	Urban or Rural	ARRA Request Amount		Total Construction (\$ thousands)	Ad Ready (PS&E Complete) (Mo/Yr)	Project Worksheet Score	Work Description	NEPA Approved Anticipated (Mo/Yr)	Right of Way Certified Anticipated (Mo/Yr)	Region Local Programs Comments
							(\$ thousands)	(\$ thousands)							
3	20	SW		Centralia	Gold Street - Exhibitor to Viaduct	Urban	879	715	Ready to go	48	Plans and pavo existing roadway. Install new lane markings. Upgrade signage as needed. Project Limits - Viaduct to Exhibitor Road.	N/A	N/A	NEPA not complete, but could be completed. No ROW needed	
3	20	SW		Chehalis	NW Louisiana Ave Overlay	Urban	344	344	Ready to go	43	Spot repair of deteriorating areas followed by an overlay and replacement of pavement markings and rumble strips. Project Limits - Highway 6 to just south of Chamber Way.	N/A	N/A	NEPA not complete, but could be completed. No ROW needed	
3	20	SW		Chehalis	SW Riverside Drive Overlay	Urban	128	128	Ready to go	33	Spot repair of deteriorating areas followed by an overlay and replacement of pavement markings. Project Limits - South City Limits to Highway 6.	N/A	N/A	NEPA not complete, but could be completed. No ROW needed	
3	20	SW		Chehalis	N National Ave Overlay	Urban	333	333	Ready to go	45	Spot repair of deteriorating areas followed by an overlay and replacement of pavement markings and rumble strips. Project Limits - NE Krosky Avenue to Exhibitor Road.	N/A	N/A	NEPA not complete, but could be completed. No ROW needed	
3	20	SW		Lewis County	Pe Ell/McDonald Rehabilitation	Rural	1,068	1,076	Ready to go	22	This section of roadway would be pulverized and treated with cement to create a cement treated base. Then 0.3" of crushed surfacing top course will be added. Lastly it will be paved with a 0.3" bit of hot mix asphalt. Project limits - MP 2.20 to 5.00	N/A	N/A	NEPA not complete, but could be completed. No ROW needed	
3	20	SW		Lewis County	Jackson Highway Rehabilitation	Rural	1,248	1,253	Ready to go	36	This section of roadway would be rehabilitated by crack-sealing, placement of paving fabric, and a 0.20" overlay of hot mix asphalt. Project Limits - MP 4.559 to 7.195.	N/A	N/A	NEPA not complete, but could be completed. No ROW needed	
3	20	SW		Lewis County	Bishop Road Rehabilitation	Urban	355	360	Ready to go	45	This section of roadway would be rehabilitated by crack-sealing, placement of paving fabric, and a 0.20" overlay of hot mix asphalt. Project Limits - MP 0.785 to 1.507.	N/A	N/A	NEPA not complete, but could be completed. No ROW needed	
3	20	SW		Lewis County	Santzer Valley Road Overlay	Rural	373	378	Ready to go	34	This section of roadway would be improved by placing a 0.15" pre-level course of HMA, followed by a 0.15" HMA overlay. Project Limits - MP 0.240 to 1.313.	N/A	N/A	NEPA not complete, but could be completed. No ROW needed	
3	20	SW		Lewis County	Jackson Highway Rehabilitation (2)	Urban	460	465	Ready to go	43	This section of roadway would be rehabilitated by crack-sealing, placement of paving fabric, and a 0.20" overlay of hot mix asphalt. Project Limits - MP 0.257 to 1.209.	N/A	N/A	NEPA not complete, but could be completed. No ROW needed	

From 2010 to 2015

Agency: Chehalis

Co. No.: 21 Co. Name: Lewis Co.

Hearing Date: 6/8/2009 Adoption Date: 6/22/2009

City No.: 0190 MPO/RTPO: NON/SWW

Amend Date: 3/6/2010 Resolution No.: 6-2010

Functional Class	Project Identification	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
						Fund Source Information		Fund Source Information		Fund Source Information		Fund Source Information		Fund Source Information		Fund Source Information		Envr. Type	Required Date (MM/YY)		
						Phase Start	Federal Fund Code	Federal Fund Cost by Phase Code	State Fund Code	State Fund Code	State Fund Code	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th				
1	2	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
14	1	04	S	.31	G C O C	CN	8/1/2009	STP(R)	1237	AIP	899	114	2250					EA	Yes	4/2008	
Chamber of Commerce Way		to: State Ave		Widen and enhance roadway corridor including signal optimization, 1.5 on-off ramp widening, barrier, and channelization. Construction finished 9/1/08 - completion in 2009		Totals		PE	1/1/2010	8	899	114	2250	8							
00	2	01	S	4.36					8				8					EA	No		
Chehalis Community Pathway		to: Hillberger Road		Perform a feasibility study for a planned community pathway through Chehalis. This project will be included in the newly developed Community Park and Trail Plan.		Totals		CN	6/1/2010	8	349		349	8							
14	3	07	P	1.03					JOB	349			349					CE	No		
National Avenue		to: Exhibitor Road		Spot repair of deteriorating areas followed by an overlay and replacement of pavement markings and rumble strips.		Totals		CN	6/1/2010	360			360								
16	4	07	P	1.15					JOB	360			360					CE	No		
NW Louisiana Avenue		to: North 1.15 Miles		Spot repair of deteriorating areas followed by an overlay and replacement of pavement markings and rumble strips.		Totals		CN	6/1/2010	126			126								
17	5	07	P	.507					JOB	126			126					CE	No		
SW Riverdale Drive		to: Highway 6		Spot repair of deteriorating areas followed by an overlay and replacement of pavement markings.		Totals		CN	6/1/2010	126			126								
14	6	01	S	.71	W T A C G O				TPP	36	209	245	2205	245							
Airport Road Extension		to: Home Depot		Extend Airport Rd from the site to Arkansas (three lanes) and finish five lane road section from Arkansas to Home Depot. New roadway, bike lanes, curbs, gutters, sidewalks, storm, sewer, and drainage.		Totals		PE	1/1/2010	324	1881	2205	2205	2205							
16	7	03	P	.20	W Y S P O G				AIP	324	300	375	2205	375				CE	No		
Downtown Market Boulevard Improvements		to: N National Ave		Paving, design and construction of "Old Downtown" street improvement project to include in the city's Renaissance Plan.		Totals		PE	1/1/2012	300	75	375	2205	375							

