

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	Dennis Dawes, Position at Large, Mayor Pro Tem
Daryl J. Lund, District 2	Chad E. Taylor, Position at Large
Dr. Isaac S. Pope, District 4	Bob Spahr, Position at Large

Regular Meeting of October 10, 2011

6:00 p.m.

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
1. <u>Call to Order.</u> (Mayor)		
2. <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.		

CONSENT CALENDAR		
3. <u>Minutes of the Regular Meeting of September 26, 2011.</u> (City Clerk)	APPROVE	1
4. <u>Vouchers and Transfers.</u> (Finance Manager)	APPROVE	5

STAFF AND CITY COUNCIL REPORTS

5. <u>Administration Reports.</u>		
6. <u>Council Reports.</u>		
a. Councilor reports. (City Council)	INFORMATION ONLY	
b. Council committee reports. (City Council)	INFORMATION ONLY	

NEW BUSINESS

7. <u>Louisiana Avenue and Airport Road Connection (LAARC) Project.</u> (Community Development Director)	AUTHORIZE MAYOR AND CITY MANAGER TO EXECUTE DEDICATION AND EASEMENT DOCUMENTS	7
8. <u>Interlocal Agreement for Shoreline Master Program Update.</u> (Community Development Director)	AUTHORIZE CITY MANAGER TO EXECUTE INTERLOCAL AGREEMENT WITH LEWIS COUNTY	23

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, OCTOBER 24, 2011

September 26, 2011

The Chehalis city council met in regular session on Monday, September 26, 2011, in the Chehalis city hall. Mayor Ketchum called the meeting to order at 6:00 p.m. with the following council members present: Terry Harris, Dr. Isaac Pope, Bob Spahr, Daryl Lund, and Dennis Dawes. Councilor Taylor was absent (excused). Staff present included: Merlin MacReynold, City Manager; Mark Scheibmeir, Assistant City Attorney; Judy Schave, City Clerk; Glenn Schaffer, Police Chief; Bob Nacht, Community Development Director; Becky Fox, Court Administrator, Peggy Hammer, Human Resources Administrator; and Eva Lindgren, Finance Manager. Members of the media included Lee Hughes and Bianca Fortis from *The Chronicle*.

1. **Citizen Business – Emergency Shelter.** Carl Bohlin (2100 N National Avenue) reported during the last three years the local emergency shelter had received 1900 bed requests as well as dispatch calls from the police departments during the off season. Mr. Bohlin stated the shelter has a 'no questions asked' policy, so that those who might fall through the cracks have an opportunity to be safe from the cold outside. He indicated the shelter was staffed by volunteers and supported by donations from the community.

Mr. Bohlin reported on their annual sleeping bag drive taking place on October 8 and 9, between the hours of 9 a.m. and 5 p.m. He noted sleeping bags could be dropped off at the Lewis County Sheriffs Office, or at the Centralia Police Department. Mr. Bohlin stated if anyone would like to give a cash donation they can do so at any of the Sterling Savings Bank branch offices.

2. **Employee Service Award.** Mayor Ketchum presented Municipal Court Clerk Melody Guenther a certificate of appreciation for 20 years of service with the city.

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

- a. Minutes of the regular meeting of September 12, 2011;
- b. Claim Vouchers No. 82011 and 100989-101130 in the amount of \$414,604.99 dated September 15, 2011; and
- c. Adopt Resolution No. 16-2011 on first and final reading renaming a portion of NE Adams Avenue to SE Adams Avenue.

Councilor Spahr seconded the motion.

Councilor Spahr stated, with regards Resolution No. 16-2011, he understood why the city originally numbered NE Adams Avenue the way they did, noting the break point was Main Street. He indicated he totally supported the change.

Bob Nacht reported, based on the numbering scheme and the configuration, they requested the address number be 9 SE Adams Avenue. He noted there would still be some additional numbers available if other properties were built up there.

The motion carried unanimously.

4. **Administration Reports.**

a. **August Financial Report.** Eva Lindgren gave a brief overview of the finances, noting they were pretty straight forward. She stated there were very small variances in the general fund overall for both revenues and expenditures, if you take out the debt service that the administration was looking at doing.

Ms. Lindgren reported the largest variance on the revenue side for both wastewater and water was the fact that they hadn't received the proceeds from the debt issuance happening later in the year.

b. **Update on Revisions to City's Shoreline Master Plan.** City Manager MacReynold noted, based on prior discussions, the city was moving forward with the state requirement for doing a shoreline master plan update. He felt it would be timely for the council to receive an update from Mr. Nacht to find out where the city was with reference to the update.

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Mr. Nacht reported, about three months ago, the county contacted all of the cities and indicated they wanted to pursue the requirement to update the shoreline master plan. He noted our current master plan was adopted in 1981, and the State Department of Ecology (DOE) requested that it be updated.

Mr. Nacht reported the county contacted DOE and other agencies, and has assembled the cities. He noted some of the cities were going to coordinate their efforts with the county and others have chosen to do their own plan. Mr. Nacht indicated DOE has provided grant funding for this endeavor; however, it remained to be seen what the state would do with their budget issues.

Mr. Nacht reported they were in the process of drafting an interlocal agreement that Lewis County will present to the cities. He stated he and City Manager MacReynold were working with the county to get the project underway. Mr. Nacht reported it would be a three year project and hopefully within the next couple of months, they would have some definitive direction on where they were going and how to get there. He noted at some point the issue would be brought back to the council.

5. Council Reports.

a. **Update from Councilor Pope.** Councilor Pope reported, while doorbelling in the city's fourth district, he found a water leak off of Magnolia Avenue. He stated he appreciated how quickly the water department responded to the call.

Councilor Pope reported he was very surprised at the number of vacant homes in his district, and how some of the yards were left un-kept. He thought the city should do something, adding it was a very dangerous fire hazard. Councilor Pope reported he was confronted by a resident on 21st Street who had concerns about an area near her home, adding if it ever caught on fire they would lose about five or six houses.

b. **Update from Councilor Spahr.** Councilor Spahr reported he attended the North Lewis County Regional Fire Authority Planning Committee (NLCRFA) meeting along with Councilor Dawes, adding there wasn't much new to talk about, but they were getting ready to take a speakers bureau around to organizations that want to hear about what's going on. He noted there were questions being raised now as to what it all means. Councilor Spahr stated the important thing to remember was that in the end it was the citizens who will make the decision whether there is any consolidation, or not. He noted it could take the committee up to two years to compile the information to find out what they want and what it's going to cost.

Councilor Spahr reported he went down to New Mexico to visit his daughter who is a Major in the Army Reserves. He noted it was interesting and fun to see another part of the country. Councilor Spahr added he was very proud of his daughter.

c. **Update from Councilor Harris.** Councilor Harris reported he and Caryn Foley, and Lodging Tax Advisory Committee (LTAC) members Natalie Ketchum, Todd Chaput and Rick Burchett attended a lodging tax forum up in Everett, Washington, hosted Jan Jutte, director of legal affairs for the State Auditor's Office. He noted they provided some great information and clarification, adding Ms. Jutte did a good job explaining to the hoteliers that it wasn't all just about heads-in-beds. Councilor Harris reported the state was impressed by the fact that this was really monitored by the councils in the local jurisdictions, and by the County Commissioners. He indicated the Auditor's Office was happy with the two step process of having the applications go through a LTAC and then to a board or council.

Councilor Harris reported about five years ago the city received an audit finding for using tourism funding to buy flower baskets for the downtown community, which had to be repaid back out of the general fund. He noted Ms. Jutte explained that they could not buy flower baskets with lodging tax funds; however, if the city sponsored an event and had an organization doing its bidding, if they want flower baskets as part of that event they can use lodging tax dollars to buy them. Councilor Harris stated, in essence, they explained to them how to package things to meet the criteria.

Councilor Harris reported they did hang on one issue, which was conflict of interest. He noted they suggested cities be very conscientious when it comes to any appearance of conflict of interest, adding if any member of the council has anything to do with a funding request, they should bust those out individually and allow those council members, if they wish, to recuse themselves from voting on those.

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He noted the Lodging Tax Advisory Committee would be spending a day or two next week going over the 13 applicants who applied for lodging tax funding for 2012.

d. **Update from Councilor Dawes.** Councilor Dawes reported he was able to attend the Business After Hours event at *The Chronicle*, which was highlighting the 'Family' section that they periodically print.

Councilor Dawes followed up on Councilor Spahr's report regarding the NLCRFA meeting, adding they put together a PowerPoint presentation to show to the various community groups to let them know what the committee has been working on. He noted they had one tentative date set with the Centralia Rotary Club in October.

Councilor Dawes reported on September 17 he attended an event with the Soroptimist Club and Child Advocacy Center in Centralia, adding he thanked them on behalf of the city for providing that service to the community.

e. **Update on Chehalis Foundation.** Councilor Pope reported at the last Chehalis Foundation meeting they decided to move forward with the funding effort for the Chehalis swimming pool. He added they were somewhat disappointed that the announcement of the \$100,000 donation to the city for the pool was not taken notice of. Councilor Pope indicated the community promotion program should be getting started soon, to collect matching funds for the \$100,000. He noted the Foundation was going to try to make an effort to do the whole project.

f. **Update from Councilor Lund.** Councilor Lund reported over the weekend he went to Nevada for the Nevada State Rail Symposium. He stated the Nevada Railroad was started in 1905 to haul ore to the smelter. Councilor Lund noted they had two operating steam locomotives, all of the coaches from the 1890s, and seven full-time employees. He reported he was visiting with the director and asked if they had hotel/motel tax. The director indicated they did not, adding a few years ago their county commissioners said the two percent on the hotel/motel rooms would stay with them. Councilor Lund reported the town was about the size of Chehalis and was between 250 to 300 miles away from any major population base, so they really had to promote to get people to come to their location. He stated it was quite impressive and it would be nice if other people could learn from them.

6. **Resolution No. 15-2011 – First and Final Reading, Surplus of City Property.** City Manager MacReynold reported the administration was requesting the council to surplus another generator from the public works department.

Councilor Harris moved to adopt Resolution No. 15-2011 on first and final reading.

Council Pope seconded the motion.

Councilor Dawes noted he read in some materials he received from the Airport Board that something was being prepared for them to pay a dollar to get a generator from the city. City Manager MacReynold reported the airport was very interested in the generator up for surplus. Councilor Dawes believed there was statute that would allow the city to turn the surplus equipment over to another agency. City Manager MacReynold indicated there just had to be an agreement for the transfer.

Councilor Lund suggested they use the generator on a holiday display at Alexander Park, or something. Councilor Harris stated he appreciated Councilor Lund's candor and his appreciation of him.

The motion carried unanimously.

There being no further business to come before the council, the meeting adjourned at 6:30 p.m.

Mayor

Attest:



City Clerk

September 26, 2011

SUGGESTED MOTION

I move that the council approve the minutes of the regular city council meeting of September 26, 2011.

CITY OF CHEHALIS
AGENDA REPORT

DATE: September 30, 2011
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:

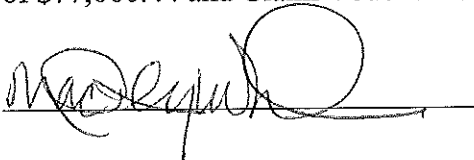
1. Claim Voucher Nos. 101131 through 101219 in the amount of \$77,000.44 and Claim Voucher No. 101220 in the amount of \$90.00 dated September 30, 2011 and the transfer of \$28,190.58 from the General Fund, \$15,785.69 from the Tourism Fund, \$150.00 from the 1982-93 Community Development Block Grant, \$18,021.71 from the Wastewater Fund, \$12,638.42 from the Water Fund, \$834.90 from the Storm & Surface Water Utility Fund, and \$1,469.14 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED



The administration recommends that the council approve the September 30, 2011 Claim Voucher Nos. 101131 through 101219 in the amount of \$77,000.44 and Claim Voucher No. 101220 in the amount of \$90.00.

SUGGESTED MOTION

I move to approve the September 30, 2011 Claim Vouchers No. 101131 through 101219 in the amount of \$77,000.44 and Claim Voucher No. 101220 in the amount of \$90.00.

Reviewed by: , City Manager

CITY OF CHEHALIS
AGENDA REPORT

DATE: September 30, 2011
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager 
PREPARED BY: Michelle White, Accounting Tech II 
SUBJECT: Payroll Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

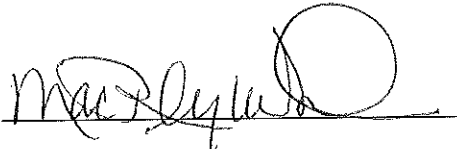
1. Payroll Vouchers No. 35056 through 35135, Direct Deposit Payroll Vouchers No. 2585 through 2655, and Electronic Federal Tax Payment No. 103 in the amount of \$696,318.03 dated September 30, 2011, and the transfer of \$479,628.25 from the General Fund, \$7,440.94 from the Arterial Street Fund, \$17,139.00 from the Gambling Enforcement Fund, \$855.80 from the Garbage Fund, \$82,174.11 from the Wastewater Fund, \$83,410.75 from the Water Fund, \$20,638.28 from the Storm & Surface Water Utility Fund, and \$5,030.90 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the September 30, 2011, Payroll Vouchers No. 35056 through 35135, Direct Deposit Payroll Vouchers No. 2585 through 2655, and Electronic Federal Tax Payment No. 103 in the amount of \$696,318.03.

SUGGESTED MOTION

I move to approve the September 30, 2011, Payroll Vouchers No. 35056 through 35135, Direct Deposit Payroll Vouchers No. 2585 through 2655, and Electronic Federal Tax Payment No. 103 in the amount of \$696,318.03.

Reviewed by: , City Manager

**CITY OF CHEHALIS
AGENDA REPORT**

TO: The Honorable Mayor and City Council
FROM: Bob Nacht, Community Development Director
DATE: October 4, 2011
SUBJECT: Easements and Dedications for the Louisiana Avenue / Airport Road Connection (LAARC) Project

ISSUE

The state Department of Transportation (DOT) and Lewis County are designing and implementing the completion of the Louisiana Avenue extension, and the connection to Airport Road and the Centralia Mellen Street interchange. The legal status of portions of the right-of-way within the city limits must be corrected to allow this project to move forward.

DISCUSSION

There are four documents attached, each of them addressing a specific legal issue relating to the project. The locations of each of the four documents are also identified on an attached map of the subject area.

The first document is a 'Stormwater Utility Easement'. When the roadway is constructed, the stormwater will be discharged into Airport Lake along with all other stormwater collected within the diked area at the airport. The drainage ditch that conveys the water from the Louisiana Avenue right-of-way must be located within a legal easement to satisfy the DOT certification criteria. The existing drainage ditch crosses the 'Barnes' property (now owned by the city's wastewater utility) and is approximately in the location required by the project. This document creates the easement in the location needed by the design engineers for construction of the drainage system on the 'Barnes' property.

The second document is a 'Perpetual Flowage Easement'. The existing drainage ditch referenced in the 'first document' conveys stormwater from the Louisiana right-of-way all the way to Airport Lake. That ditch crosses not only the 'Barnes' property, but also the Airport property into the lake. This document creates the easement from where the first document ends at the 'Barnes' property line, and into the lake across the Airport property.

The third document is a 'Notice of Dedication of Right-of-Way'. When the existing right-of-way for NW Louisiana Avenue was created northward from NW Chamber Way, the legal description stopped at the base of the dike easement at the north end of the 'Barnes' property. The LAARC project needs the right-of-way to extend over the dike and connect to Airport Road. This document creates the continuation of the existing Louisiana Avenue right-of-way over the dike and connects to Airport Road.

The fourth document is a 'License and Permit' to actually construct the roadway upon the dedicated property in the third document and within the dike easement. The Airport Board is responsible for

maintenance of the dike within the dike easement, and this document allows the roadway to be constructed within their area of responsibility. The Airport Board will not be responsible for the roadway, only the maintenance of the dike.

Two of the documents need to be signed by the City Manager, and two of them will need to be signed by the Mayor. The administration will be available at the council meeting to answer any questions the council may have.

RECOMMENDATION / COUNCIL ACTION DESIRED

The administration recommends that the council authorize the Mayor and City Manager to execute the attached documents to provide the required legal status of the property for construction of the Louisiana Avenue / Airport Road Connection project.

SUGGESTED MOTION

I move that the council authorize the Mayor and City Manager to execute the attached dedication and easement documents relating to the Louisiana Avenue / Airport Road project.

Reviewed by  City Manager

AFTER RECORDING RETURN TO:

Mr. William T. Hillier
Hillier, Scheibmeir, Vey & Kelly, P.S.
P. O. Box 939
Chehalis, WA 98532

STORMWATER UTILITY EASEMENT

REFERENCE NUMBERS: Not applicable.

GRANTOR: Chehalis, Washington, city of

GRANTEE: Chehalis, Washington, city of

LEGAL DESCRIPTION: PTN N2 SE4 SEC. 19, T14N, R2W, W.M., LCW

Complete legal description listed on Pages 1 and 2 of this document.

ASSESSOR'S TAX PARCEL NUMBER(S): _____

THE GRANTOR, CITY OF CHEHALIS, WASHINGTON, a municipal corporation, for valuable consideration, conveys and transfers to the CITY OF CHEHALIS, WASHINGTON, a municipal corporation, GRANTEE, a fifty (50) foot stormwater easement for ingress, egress, and utilities over, under, and across the North Half of the Southeast Quarter (N1/2 SE1/4) of Section 19, Township 14 North, Range 2 West, W. M., the centerline of said strip being described as follows:

Beginning at the Southeast corner of said Section 19; thence North 18°49'55" West, 2,004.21 feet to a point on N. W. Louisiana Avenue, designated as Engineer's Station 0+00, the True Point of Beginning; thence along said

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the state of
Washington residing at _____
My name is (printed): _____
My appointment expires _____

AFTER RECORDING RETURN TO:
William T. Hillier
Hillier, Scheibmeir, Vey & Kelly, P.S.
P. O. Box 939
Chehalis, WA 98532

NOTICE OF DEDICATION OF RIGHT-OF-WAY

REFERENCE NUMBERS: _____

GRANTOR: Chehalis, Washington, city of

GRANTEE: Public

LEGAL DESCRIPTION: PT SE4 NE4 OF SEC. 19, T14N, R2W, W.M.,
LCW

Complete legal description listed on Pages 1-2 of this document.

ASSESSOR'S TAX PARCEL NUMBER(S): _____

NOTICE IS HEREBY GIVEN that the **CITY OF CHEHALIS, WASHINGTON**, a
municipal corporation, hereby dedicates the following described property located in Lewis
County, Washington:

All that part of a strip of land, variable in width, located in that part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 19, Township 14 North, Range 2 West, W.M., lying South of the South line of Airport Road as described in deed recorded under Lewis County Auditor's File No. 3125466, the centerline of said strip being coincident with the following described survey centerline: Beginning at the Southeast corner of said Section 19; thence North 04°14'40" West 3,451.13 feet to a point on the centerline of

said strip, designed as Engineer's Station 91+36.01, the True Point of Beginning; thence continuing along said centerline North 13°22'15" East, 565.89 feet, to Engineer's Station 97+01.90 and there to terminate, which point bears South 12°21'38" West, 1,527.52 feet and North 13°22'15" East, 221.28 feet from the Northeast corner of said Section 19.

The various widths left (West) of centerline and right (East) of centerline are as follows:

<u>ENGINEER'S STATION</u>	<u>LEFT (IN FEET)</u>
91+36.01 TO 93+00	52
93+00 TO 93+75	75
93+75 TO 97+01.90	95

<u>ENGINEER'S STATION</u>	<u>RIGHT (IN FEET)</u>
92+50 to 94+75	52
94+75 to 96+00	65
96+00 to 97+01.90	49 in a straight line to 42.82

EXCEPTING THEREFROM all that portion of the above described strip of land dedicated for N. W. Louisiana Avenue by document recorded October 18, 2005, under Auditor's File No. 3235133.

ALSO, all that part of a strip of land, in the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 19, Township 14 North, Range 2 West, W.M., lying South of the South line of Airport Road as described in deed recorded under Lewis County Auditor's File No. 3125466, lying 30 feet South and 45 feet North of the following described survey centerline of Airport Road: Beginning at the Southeast corner of said Section 19; thence North 08°20'05" West, 3,788.08 feet to a point on the centerline of Airport Road, designated as Engineer's Station 10+00, the True Point of Beginning; thence along said centerline, North 84°33'48" East, 46.26 feet; thence on the arc of a curve to the left with a delta angle of 13°26'24" and a radius of 500.00 feet for a distance of 117.29 feet; thence North 71°07'25" East, 19.70 feet; thence on the arc of a curve to the right with a delta angle of 32°14'50" and a radius of 250.00 feet for a distance of 140.71 feet; thence South 76°37'45" East, 57.12 feet to Engineer's Station 13+81.08 and there to terminate, which point bears South 12°21'38" West, 1,527.52 feet from the Northeast corner of said Section 19.

SUBJECT TO: The existing Airport Road;

for roadway purposes, including the right to place utilities within said right-of-way.

The roadway shall be commonly known as "North Louisiana Avenue".

LICENSE AND PERMIT

THIS LICENSE AND PERMIT, by and between Lewis County, a political subdivision of the State of Washington, and the City of Chehalis, a municipal corporation, dba Chehalis Centralia Airport, hereinafter referred to as "EASEMENT HOLDER", and the City of Chehalis, a municipal corporation, hereinafter referred to as "CITY",

WHEREAS, the City desires and requests perpetual access to enter upon the following described Easement Holder's property, aka Chehalis Centralia Airport Levee, to construct, operate and maintain, a city street thereon to wit:

All that part of a strip of land, variable in width, located in that part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 19, Township 14 North, Range 2 West, W.M., lying within levee easement area described in document recorded under Lewis County Auditor's File No. 364573, the centerline line of said strip being coincident with the following described survey centerline: Beginning at the Southeast Corner of said Section 19; thence North 04°14'40" West, 3,451.13 feet to a point on the centerline of said strip, designated as Engineer's Station 91+36.01, the TRUE POINT OF BEGINNING; thence continuing along said centerline North 13°22'15" East, 565.89 feet, to Engineer's Station 97+01.90 and there to terminate, which point bears South 12°21'38" West, 1,527.52 feet and North 13°22'15" East, 221.28 feet from the Northeast Corner of said Section 19.

The various widths left (west) of centerline and right (east) of centerline are as follows:

<u>ENGINEER'S STATION</u>	<u>LEFT (IN FEET)</u>
91+36.01 to 93+00	52
93+00 to 93+75	75
93+75 to 97+01.90	95

<u>ENGINEER'S STATION</u>	<u>RIGHT (IN FEET)</u>
92+50 to 94+75	52
94+75 to 96+00	65
96+00 to 97+01.90	49 in a straight line to 42.82

ALSO, all that part of a strip of land, in the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 19, Township 14 North, Range 2 West, W.M., lying within levee easement area described in document recorded under Lewis County Auditor's File No. 364573, lying 30 feet south and 45 feet north of the following described survey centerline of Airport Road: Beginning at the Southeast Corner of said Section 19; thence North 08°20'05" West, 3,788.08 feet to a point on the centerline of Airport Road, designated as Engineer's Station 10+00, the TRUE POINT OF BEGINNING; thence along said centerline, North 84°33'48" East, 46.26 feet, thence on the arc of a curve to the left with a delta angle of 13°26'24" and a radius of 500.00 feet for a distance of 117.29 feet, thence North 71°07'25" East, 19.70 feet, thence on the arc of a curve to the right with a delta angle of 32°14'50" and a radius of 250.00 feet for a distance of 140.71 feet, thence South 76°37'45" East, 57.12 feet to Engineer's Station 13+81.08 and there to terminate, which point bears South 12°21'38" West, 1,527.52 feet from the Northeast Corner of said Section 19.

Easement Holder hereby grants to the City permission as requested above, subject to such provisions, terms or conditions stated herein:

1. City will be responsible to secure all permits required for street construction, operation, repair, and maintenance allowed by this permit and agrees to indemnify and hold Easement Holder harmless from any violations as a result of the construction, operation, repair, or maintenance of city street.

2. Construction, operation, repair and maintenance of city street shall be the responsibility of the City.

3. In accepting this License and Permit, the City, its successors and assigns agrees to, indemnify and hold Easement Holder harmless from such claims, losses, demands or actions which may arise for any reason as a result of City's construction, operation, repair and continual maintenance of city street on the Easement Holder's property or performance of any authority granted or the obligations imposed by this Permit, except insofar as any obligation or responsibility is imposed upon the Easement Holder by law.

4. All provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the City and all privileges of the City shall inure to such successors and assigns as if they were specifically mentioned.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2011.

ATTEST:

Karri Muir, Clerk of the
Board County Commissioners

APPROVED AS TO FORM:

Jonathan L. Meyer,
Prosecuting Attorney

Civil Deputy

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Ron Averill, Chairman

F. Lee Grose, Vice Chairman

P.W. Schulte, Member

City of Chehalis, Washington

Merlin MacReynold, City Manager



1. STORMWATER UTILITY EASEMENT
2. PERPETUAL FLOWAGE EASEMENT
3. NOTICE OF DEDICATION OF RIGHT-OF-WAY
4. LICENSE AND PERMIT

AFTER RECORDING RETURN TO:
Lewis County Public Works Dept.
2025 NE Kresky Ave
Chehalis, WA. 98532

Tax Parcel Number: 005605 080 001

PERPETUAL FLOWAGE EASEMENT

IN THE MATTER OF: NW Louisiana Avenue

This Easement and Agreement, made and entered into this ___ day of _____, 2011, by and between Lewis County, a political subdivision of the State of Washington and the City of Chehalis, a municipal corporation, dba Chehalis Centralia Airport, hereinafter referred to as "PROPERTY OWNER" and the City of Chehalis, a municipal corporation, hereinafter referred to as "CITY",

WITNESSETH:

PROPERTY OWNER, for and in consideration of mutual benefit, does hereby grant to CITY a perpetual easement over the following described strip of land and pond located in the North Half of the Southeast Quarter (N1/2 SE1/4) of Section 19, Township 14 North, Range 2 West, W.M., to drain water from NW Louisiana Avenue into an existing pond lying within property described in deed recorded under Auditor's File No. 361397, the centerline of said strip being described as follows: Beginning at the Southeast Corner of said Section 19; thence North 18°49'55" West, 2,004.21 feet to a point on NW Louisiana Avenue, designated as Engineer's Station 0+00, the TRUE POINT OF BEGINNING; thence along said centerline, North 45°00'00" West, 219.56 feet, North 87°49'33" West, 460.13 feet, and North 70°04'01" West, 570.31 feet to Engineer's Station 12+50 and there to terminate, which point bears South 32°58'20" West, 3,581.90 feet from the Northeast Corner of said Section 19.

Excepting therefrom NW Louisiana Avenue as described in document recorded October 18, 2005 under Auditor's File No. 3235133.

Excepting therefrom all that portion of the above described strip lying within property conveyed to the City of Chehalis by deed recorded November 13, 2001 under Auditor's File No. 3125466.

It is hereby mutually understood and agreed by the parties hereto that this easement is granted subject to the terms, conditions and reservations herein below set forth, which are as follows:

1. PROPERTY OWNER reserves for itself, its successors and assigns, all property rights not inconsistent with drainage purposes specified above, PROVIDED that the exercise of such rights shall not interfere with the ability of the CITY and of any contractor or subcontractor contracted with by the CITY for construction, operation, maintenance, repair and use of the drainage area.
2. CITY agrees to provide all routine maintenance to drainage strip of land.
3. CITY shall be liable for any and all damage suffered by PROPERTY OWNER, its successors or assigns, arising out of negligence by CITY, or its employees, members, guests, servants, agents or invitees, or by any such contractor or subcontractors or any other person or persons authorized by CITY to do said drainage work.
4. The CITY agrees to indemnify and hold PROPERTY OWNER, its successors and assigns, harmless from such claims, losses, demands or actions which may arise for any reason as a result of CITY'S use of PROPERTY OWNER'S above described land for the purpose herein stated. PROPERTY OWNER agrees to indemnify and hold CITY, its successors and assigns, harmless from such claims, losses, demands or actions which may arise for any reason as a result of PROPERTY OWNER'S interference with the CITY'S construction, operation, maintenance, repair and use of the drainage area.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year appearing hereon.

Lewis County

F. Lee Grose, Chairman

Ron Averill, Vice Chairman

P. W. Schulte, Member

The Grantee hereby acknowledges the terms and conditions of the foregoing Easement Agreement.

Dated this ____ day of _____, 2011.

City of Chehalis, Washington

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON, }ss
County of Lewis }

I, _____, Notary Public in and for the State of Washington, do hereby certify that on this _____ day of _____, A.D. 2011, personally appeared before me, _____, and _____, to me known to be the Commissioners of Lewis County, that they executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act of said Commissioners for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of said County.

Given under my hand and official seal this _____ day of _____, 2011.

Notary Public, in and for the State
of Washington, Residing at _____
My Commission expires _____

STATE OF WASHINGTON, }ss
County of Lewis }

On this _____ day of _____, 2011, before me personally appeared _____ to me known to be the _____ of the City of Chehalis, a Municipal Corporation, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the Corporation and that the seal affixed is the seal of said Corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the day and year last above written.

Notary Public, in and for the State
of Washington, Residing at _____
My Commission expires: _____

**CITY OF CHEHALIS
AGENDA REPORT**

TO: The Honorable Mayor and City Council
FROM: Bob Nacht, Community Development Director
DATE: October 4, 2011
SUBJECT: Interlocal Agreement for Update of the Chehalis Shoreline Master Program

ISSUE

Lewis County has contacted the planning departments of each of the cities in the county regarding an interlocal agreement (copy attached) for Shoreline Planning purposes. Chehalis last adopted a Shoreline Master Program (SMP) in 1981, and must update its Program before December, 2012. (A copy of the current SMP will be distributed to the council under separate cover).

DISCUSSION

The Chehalis Shoreline Master Program adopted in 1981 does not contain the elements required by the state Growth Management Act (GMA). The state Department of Ecology has made grant funding available according to a formula established by the state legislature. A copy of the grant funding distribution list is attached.

Lewis County has requested that all of the incorporated cities consider an interlocal agreement to provide the greatest opportunity for the limited grant funding to accomplish the most reasonable Shoreline Program for each of the cities, as well as the unincorporated county. By 'pooling' our resources, the administration believes that we can get the required elements of the GMA accomplished for all of the jurisdictions involved.

It is virtually impossible for any of the jurisdictions to individually accomplish the requirements of a Shoreline Program on the limited grant funding. The Chehalis planning division approached this project about twelve years ago and found that the inventory and characterization alone would be four times the amount of funding being made available.

The attached interlocal agreement provides a great deal of background information about this project, as well as the proposed working relationship among the participants in the agreement. Council will note that not all of the incorporated cities in the county are listed in the agreement. Some of the cities have chosen to use another method of accomplishing this project. The administration continues to believe that this interlocal agreement with the county and the other three cities will produce the best possible results for the least possible cost.

One of the attached documents titled 'Figure 1: Shoreline Master Program Planning Process' contains a detailed listing of each of the elements of the planning process that will be required by the GMA. The interlocal agreement provides that Phase 1, 2 and 4 will be accomplished by the county with participation from the cities. Phase 3 will be a cooperative effort by both the county and the cities. Phase 5 will need to be accomplished by each of the cities with participation from the county.

There will also be several procedural details to be negotiated by the participants in the agreement. The administration has met with the county and the participating cities twice, and is recommending consideration and authorization for the city manager to execute this agreement.

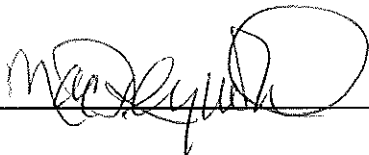
The project is expected to take three years to accomplish. The grant funding provides that 40% of the designated amount is released the first year, 40% the second year, and the remainder upon completion of the Program adoption process. There is a slight chance that the state grant funding may not remain available later this year. If that eventuality occurs, the state mandate for updating the SMP will be delayed until funding does become available.

RECOMMENDATION / COUNCIL ACTION DESIRED

The administration recommends that the council authorize the City Manager to execute the attached interlocal agreement providing a process for updating the Chehalis Shoreline Master Program.

SUGGESTED MOTION

I move that the council authorize the City Manager to execute the attached interlocal agreement with Lewis County.

Reviewed by  _____ City Manager

**INTERLOCAL AGREEMENT
AMONG LEWIS COUNTY
AND
LEWIS COUNTY CITIES AND TOWNS
FOR
THE MANDATED SHORELINE MASTER PROGRAM UPDATE**

THIS AGREEMENT is made by and entered into among LEWIS COUNTY, THE CITY OF CENTRALIA, THE CITY OF CHEHALIS, THE CITY OF MORTON, and THE CITY OF WINLOCK, all political subdivisions of the State of Washington (hereinafter referred to collectively as "Parties"). This Agreement is entered into pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34, to provide for the preparation of the Parties' respective Shoreline Master Programs in a manner that efficiently uses state funds specifically granted for this purpose and that will yield Shoreline Master Programs that are consistent and effective on a countywide basis.

- A. WHEREAS, Lewis County and the cities and towns within Lewis County subject to the requirement of the Shoreline Management Act, RCW 90.58, are required to periodically update their adopted Shoreline Master Programs; and
- B. WHEREAS, the County and cities and towns within the County are required to review and amend their Shoreline Master Program within two years of approval of state funding, provided that one additional year may be allowed (RCW 90.58.080); and
- C. WHEREAS, the Department of Ecology provides funding and support for required Shoreline Master Program updates and has agreed to fund the required updates for Lewis County and the cities within Lewis County with funding available in August, 2011 and the updates due two years after funding is available; and
- D. WHEREAS, the County and cities within the County may work cooperatively on the Shoreline Master Program updates and may pool state grant funding as may be provided to accomplish the same; and
- E. WHEREAS, the Parties to this agreement have chosen to work cooperatively on the Shoreline Master Program updates and have chosen to pool resources, including state grant funding; and
- F. WHEREAS, the cities of Vader, Toledo, Napavine and Pe Ell have chosen to accomplish their respective Shoreline Master Program updates individually; and
- G. WHEREAS; the state Department of Ecology has made available funding for the County and the respective cities party to this Agreement
- H. WHEREAS, the Parties have determined that it would be in their individual and collective interests to plan and work together to meet the update requirements of the Shoreline Management Act

NOW, THEREFORE, the Parties hereby enter into this Interlocal Agreement ("Agreement") pursuant to RCW 39.34 and mutually agree to the terms and conditions set forth herein.

1.0 PURPOSE

The purpose of this Agreement is to provide a formal and organized process to ensure:

- 1.1 That the Parties' respective Shoreline Master Programs are appropriately, efficiently, and timely amended consistent with the requirements of the Shoreline Management Act.
- 1.2 That state grant funding is leveraged to achieve maximum benefit from pooling resources and processes and that the most-qualified consultant or consultant team is selected.
- 1.3 That the use of grant funds is equitably apportioned among the Parties.
- 1.4 That each of the Parties receives a Shoreline Master Program update that best suits the needs of the respective communities within the budget that is allotted to the update process.
- 1.5 That the resulting Shoreline Master Programs are consistent with each other.
- 1.6 The Parties establish the following priorities, in priority order, for spending grant dollars:
 1. Shorelines inventory
 2. Shorelines analysis
 3. Shoreline characterizartion
 4. Shoreline Environment Designations
 5. Cumulative Impacts Assessment/No Net Loss Demonstration
 6. Identification of Restoration Opportunities
 7. Public Involvement

2.0 GOALS

The Parties shall work together throughout the term of this Agreement to achieve the following specific goals:

- 2.1 To coordinate and cooperate with the other Parties to this Agreement to accomplish the goals set forth herein.
- 2.2 To work with the state agencies, tribes and others, including the public, to amend and update each of the Parties' Shoreline Master Programs within the allotted budget and timelines imposed by the state in an open and transparent public participation process.
- 2.3 To collectively and individually establish processes for the development of the Shoreline Master Program updates that will effectively meet the needs of all Parties.
- 2.4 To collectively contract for such technical and consultant support as may be needed to ensure the timely, effective and consistent update of the Shoreline Master Programs.
- 2.5 To broadly disseminate information to the public about options and alternatives.

3.0 LEAD AGENCY DUTIES

For the purposes of this Agreement, Lewis County shall act as Lead Agency. The Lead Agency shall be responsible for and authorized to perform the following tasks:

- 3.1 Negotiate and execute agreements with state agencies for grant funds on terms authorized by the Parties.
- 3.2 Receive and disburse funds from state and federal agencies.
- 3.3 In the event any work must be performed by or on behalf of the Parties pursuant to this Agreement, solicit statements of qualifications, negotiate scopes of work, and execute contracts to perform the work by or on behalf of the Parties pursuant to this Agreement. The Lead Agency shall not obligate any of the Parties to any financial responsibilities without prior written approval and agreement from the appropriate Party/Parties.
- 3.4 Prepare and maintain proper records for accounting and administration, including document management for the "official file".
- 3.4 Prepare a draft Shoreline Master Plan for each participating city.
- 3.5 Arrange and facilitate regular meetings of the Parties as necessary to accomplish the updates throughout the initial inventory and characterization stages of the update process and at other appropriate times as agreed by the Parties. Records of meetings will be kept by the lead agency.
- 3.6 Provide legal support as necessary.
- 3.7 The Lead Agency shall report regularly to the parties to this Agreement and shall provide them with a full accounting on the receipt and expenditure of funds that may be provided, pursuant to this Agreement.

4.0 MEMBER DUTIES

For purposes of this Agreement Parties other than Lewis County shall be responsible for and authorized to perform the following tasks:

- 4.1 Gather and disseminate information specific to the individual Party jurisdiction, including technical information, as is deemed appropriate and necessary, by both parties.
- 4.2 Prepare and maintain proper records for accounting and administration related specifically to each Party and present to the Lead Agency in a regular and timely manner.
- 4.3 Arrange and facilitate meetings and conduct public outreach at such times as may be appropriate and necessary in the update process specific to the Member Party's portion of the Shoreline Master Program update and adoption process.
- 4.4 At no time shall the parties disseminate information to those cities choosing to accomplish their respective Shorelines Master Program individually without the express approval of the County.
- 4.5 Each City will be required to adopt the SMP and associated documents as required by the guidelines of the Master Contract.

5.0 MEMBERSHIP AND REPRESENTATION

- 5.1 Each of the Parties shall designate in writing to the Lead Agency one official Shoreline Master Program update representative, and one alternate.

- 5.2 The Lead Agency will arrange and facilitate regular meetings, not less than quarterly, and more often as required, to discuss the status, progress, funding and schedule of the Master Program update process, and to consider the advancement of the goals stated herein. Designated Shoreline Master Program update representatives shall use best efforts to attend the meetings, missing no more than 2 consecutive meetings in a row.
- 5.3 Each Party shall update their elected officials in a council commission meeting format at least quarterly, and more often if required to discuss the status, progress, and schedule of the Shorelines Master Program update. Each Party shall record its own meetings.

6.0 VOTING

On measures submitted for or subject to a vote of members, each represented entity shall be entitled to cast one (1) vote. Each member shall vote by open ballot. A measure shall pass if sixty percent (60%) or more of the total votes cast are cast in favor of the measure. When a Party's member and alternate are absent and a tie vote of the present Members is rendered, that absent Party must cast a vote by email to the Community Development Director of the County within 7 days of the tie vote of the present Members or the ballot cast by the Lead Agency at the tie vote shall be deemed the tie breaker.

7.0 FUNDING

6.1 The State of Washington has represented that it will fund the Parties' Shoreline Master Program updates through the Department of Ecology and that said funding will be appropriated yearly and at a proportion appropriate to the process and timelines established. The Parties, in reliance on those representations have entered into this Agreement and shall establish a formula for use of state Ecology grant funds to meet the collective needs of the Parties and the administrative and other needs of each Party prior to any expenditure of grant funding.

6.2 Other funds, including loans, grants and general government funds that may be available to individual Member Parties, shall not be obligated to meet goals of this Agreement, but may, at the discretion of each Party be made available. Such funds shall be used in a manner consistent with the use of state funding under this Agreement.

6.3 Decisions on the use of collective funds shall be determined by agreement or vote of the Parties.

6.4 Any funds in excess of state grant-funding required from the Parties to cover funding requirements or to cover costs for projects developed as a result of research, data-gathering and analysis pursuant to this Agreement will be shared as agreed upon by the Parties or as set forth in future Interlocal Agreements or supplements to this Agreement. Nothing in this Agreement shall obligate, or be construed to obligate, any of the Parties to enter into any future Interlocal Agreement or supplement to this Agreement.

6.5 The City of Winlock has requested \$1,000 to be held in reserve for administrative costs.

6.6 The City of Chehalis has requested \$5,000 to be held in reserve for administrative costs.

7.0 TERM OF AGREEMENT

Any Party may opt out of this Agreement by written notification to the Lead Agency and other Parties provided that no joint debt has been incurred by the Parties. The opt-out will be effective ninety days after the receipt of written notice by the Lead Agency.

8.0 MODIFICATION

This Agreement may be modified or amended only by written amendment signed by each of the Parties to this Agreement.

9.0 PRIOR AGREEMENTS

This Agreement embodies the entire agreement between and among the Parties. There are no agreements, promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, agreements, written or oral, among the Parties relating to the subject matter contained herein.

IN WITNESS HEREOF, the undersigned have executed five (5) original copies of this Agreement on the dates shown below:

LEWIS COUNTY, WASHINGTON

Chairman (date)

Approved as to form:

Deputy Prosecuting Attorney

CITY OF CENTRALIA, WASHINGTON

Mayor (date)

Approved as to form:

City Attorney

CITY OF CHEHALIS, WASHINGTON

Mayor (date)

Approved as to form:

City Attorney

CITY OF MORTON, WASHINGTON

Mayor

(date)

Approved as to form:

City Attorney

CITY OF WINLOCK, WASHINGTON

Mayor

(date)

Approved as to form:

City Attorney

Lewis County jurisdictions	Stream shoreline - feet	Lake shoreline - feet	Total shoreline - miles	Streams - SWSS	Lakes - SWSS	Funding
Centralia	48,442	0	9.2			\$50 K
Chehalis	44,019	0	8.3			\$125 K
Morton	7,588	0	1.4			\$40 K
Napavine	7,016	0	1.3			\$40 K
Pe Ell	13,829	0	2.6			\$40 K
Toledo	3,870	0	0.7			\$40 K
Vader	10,821	0	2			\$40 K
Winlock	20,553	0	3.9			\$40 K
				Chehalis River, d/s of confluence with S fork; Cispus River, just d/s of fork confluences; Cowlitz River, d/c from confluence of forks; Nisqually, d/s from confluence with stream east of Mineral Lake		
Lewis County	7,135,016	21,447	1,325.80		Mayfield Res., Mossyrock Res., Alder Res.	\$450 K

FIGURE 1: SHORELINE MASTER PROGRAM PLANNING PROCESS
7/13/09

SMP UPDATE PROCESS	SPECIFIC PLANNING TASKS	PRODUCTS
<p>Phase 1: Preliminary Shoreline Jurisdiction and Public Participation Plan</p>	<p>Task 1.1: Identify preliminary shoreline jurisdiction - shorelines & shorelands Task 1.2: Develop public participation plan (citizen, technical, Ecology, other stakeholders) Task 1.3: Demonstrate how Phase 1 complies with Guidelines</p>	<p>Product 1.1: Preliminary map of local shorelines & shorelands subject to the SMP Product 1.2: Public participation plan Product 1.3: Documentation in SMP submittal checklist</p>
<p>Phase 2: Shoreline Inventory & Shoreline Analysis & Characterization</p>	<p>Task 2.1: Complete shoreline inventory Task 2.2: Conduct shoreline analysis Task 2.2.1: Characterize ecosystem-wide processes Task 2.2.2: Characterize shoreline functions Task 2.2.3: Conduct shoreline use analysis, analyze public access opportunities Task 2.3: Prepare shoreline inventory and characterization report Task 2.4: Demonstrate how Phase 2 complies with Guidelines</p>	<p>Product 2.1: Draft list of inventory data sources; digital maps of inventory information Product 2.2: Shoreline inventory and characterization report with map portfolio & GIS data, including: <ul style="list-style-type: none"> Characterization of ecosystem-wide processes Characterization of shoreline functions Identification of potential protection and restoration areas Shoreline use & public access analyses Shoreline management recommendations Product 2.4: Documentation in SMP submittal checklist</p>
<p>Phase 3: Shoreline Environment Designation, Policy & Regulation Development; Cumulative Impacts Analysis</p>	<p>Task 3.1: Conduct community visioning process Task 3.2: Develop general goals, policies & regulations Task 3.3: Develop environment designations Task 3.4: Develop shoreline use & modifications policies, regulations & standards Task 3.5: Develop administrative provisions Task 3.6: Prepare preliminary cumulative impacts analysis Task 3.7: Demonstrate how Phase 3 complies with the Guidelines</p>	<p>Product 3.1: Shoreline management strategy Product 3.2-3.5: Complete Draft SMP, including: <ul style="list-style-type: none"> Draft general goals, policies & regulations Draft environment designations Draft shoreline use & modifications policies, regulations & standards Draft administrative provisions Product 3.6: Preliminary cumulative impacts analysis Product 3.7: Documentation in SMP submittal checklist</p>
<p>Phase 4: Restoration Plan; Reviewing Phase 3 Products as Necessary</p>	<p>Task 4.1: Prepare restoration plan Task 4.2: Review environment designations, policies and regulations; finalize jurisdiction maps Task 4.3: Demonstrate how NLEs are being achieved Task 4.4: Demonstrate how Phase 4 complies with Guidelines</p>	<p>Product 4.1: Restoration plan Product 4.2: Revised SMP with updated impacts analysis & jurisdiction maps Product 4.3: NLE action record Product 4.4: Documentation in SMP submittal checklist</p>
<p>Phase 5: Local Approval</p>	<p>Task 5.1: Assemble complete draft SMP and submit to Ecology for informal review Task 5.2: Complete SEPA review, documentation Task 5.3: Provide GMA 60-day notice of intent to adopt Task 5.4: Hold public hearing Task 5.5: Prepare responsiveness summary and respond to public comments Task 5.6: Adopt SMP and submit to Ecology Task 5.7: Demonstrate how Phase 5 complies with Guidelines</p>	<p>Product 5.1: Final draft SMP Product 5.2: SEPA products (checklist, MDNS/EIS; SEPA notice) Product 5.3: Evidence of compliance with GMA notice requirements Product 5.4: Public hearing record Product 5.5: Responsiveness summary Product 5.6: Complete SMP submittal package Product 5.7: Documentation in SMP submittal checklist</p>
<p>Phase 6: State Approval</p>	<p>Task 6.1: Provide public notice & opportunity for comment; respond to comments received Task 6.2: Prepare decision packet including findings & conclusions, transmittal letter, conditions of approval (if any), & responsiveness summary Task 6.3: Work with local government to finalize local adoption</p>	<p>Product 6.1: Responsiveness summary Product 6.2: Decision package submitted to local government Product 6.3: Final SMP adoption incorporating any Ecology conditions of approval; SMP takes effect</p>