

# CHEHALIS CITY COUNCIL AGENDA

CITY HALL  
350 N MARKET BLVD | CHEHALIS, WA 98532

Dennis L. Dawes, Position at Large  
Mayor

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

Anthony E. Ketchum Sr., District 3  
Chad E. Taylor, Position at Large  
Robert J. Spahr, Position at Large

## Regular Meeting of Monday, March 25, 2019 5:00 p.m.

1. Call to Order. (Mayor)
2. Pledge of Allegiance. (Mayor)

### SPECIAL BUSINESS

3. Port of Chehalis Update. (Randy Mueller, Chief Executive Officer)

### 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.

ITEM

ADMINISTRATION  
RECOMMENDATION

PAGE

### CONSENT CALENDAR

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
4. <u>Minutes of the Special City Council Meeting of March 7, 2019.</u> (City Clerk)	APPROVE	1
5. <u>Minutes of the Regular City Council Meeting of March 11, 2019.</u> (City Clerk)	APPROVE	2
6. <u>Vouchers and Transfers – Accounts Payable.</u> (City Manager, Finance Director)	APPROVE	4

CONSENT CALENDAR CONTINUED ON NEXT PAGE

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>CONSENT CALENDAR - CONTINUED</b>		
7. <u>Resolution No. 4-2019, First and Final Reading – Declaring Property to be Surplus.</u> (City Manager, City Clerk)	ADOPT	5
8. <u>Engineering Services Agreement with Kennedy Jenks in the Amount of \$81,327 for Design of the Chehalis River Raw Water Pipeline .</u> (City Manager, Public Works Director, Water Superintendent)	APPROVE	7
9. <u>Shared Services Agreement for Equipment and Personnel Rental.</u> (City Manager, Community Development Director)	APPROVE	23
10. <u>Discontinue Interlocal Agreement with Lewis County for Fire Investigation Services.</u> (City Manager, Fire Chief)	APPROVE	40

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>NEW BUSINESS</b>		
11. <u>Amendments to Right-of-Way Permit Requirements.</u> (City Manager, Community Development Manager, Planning & Building Manager)	APPROVE	43

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

<b>EXECUTIVE SESSION</b>		
14. Pursuant to RCW 42.30.110(1)(g) – Review Performance of a Public Employee, and RCW 42.30.140(4)(b) – Collective Bargaining.		

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.  
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, APRIL 8, 2019.**

March 7, 2019

The Chehalis city council met in special session on Thursday, March 7, 2019, in the Chehalis city hall. Mayor Dennis Dawes called the meeting to order at 8:15 am with the following council members present: Terry Harris, Daryl Lund, Dr. Isaac Pope, Bob Spahr, and Chad Taylor. Councilor Tony Ketchum was absent (excused). Staff present included: Jill Anderson, City Manager; Ken Cardinale, Fire Chief; Caryn Foley, City Clerk; Melody Guenther, Court Administrator; Bill Hillier, City Attorney; Hillary Hoke, Planning/Building Manager; Andrew Hunziker, Property/Facilities Manager; Trent Lougheed, Community Development Director; Brandon Rakes, Airport Operations Coordinator; Chun Saul, Finance Director, Glenn Schaffer, Police Chief; Judy Schave, HR/Risk Manager; Don Schmitt, Street/Storm Superintendent; Chief; Dave Vasilauskas, Water Superintendent; Lilly Wall, Recreation Manager; and Patrick Wiltzius, Wastewater Superintendent. No members of the media were present.

1. **Strategic Planning Session.** Mayor Dawes welcomed everyone and stated the purpose of the special meeting was to hold a strategic planning session.

City Manager Anderson stated the group would be following up on the progress of the goals and six-month objectives from the last planning session held in August 2018. She introduced Marilyn Snider, a strategic planning facilitator with Snider and Associates, and Kiley Franz, who would be providing recording services.

Ms. Snider reviewed the city's mission statement, core values, and three-year goals. The current three-year goals were reaffirmed as still being relevant. She then led the group to identify:

- Strengths and accomplishments since August 2018
- Current internal weaknesses/challenges
- External factors/trends that may impact the city in the coming year, both positively and negatively
- Review and revise, if needed, the three-year goals
- Six-month objectives for each goal

The next six-month planning session was set for September 18, 2019.

There being no further business to come before the council, the meeting was adjourned at 1:55 pm.

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Dennis L. Dawes, Mayor

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Caryn Foley, City Clerk

Approved:

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

March 11, 2019

The Chehalis city council met in regular session on Monday, March 11, 2019, in the Chehalis city hall. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following council members present: Terry Harris, Tony Ketchum, Daryl Lund, Dr. Isaac Pope, and Bob Spahr. Chad Taylor arrived at 5:01 pm. Staff present included: Jill Anderson, City Manager; Ken Cardinale, Fire Chief; Caryn Foley, City Clerk; Bill Hillier, City Attorney; Trent Loughheed, Community Development Director; Brandon Rakes, Airport Operations Coordinator; Rick Sahlin, Public Works Director; Glenn Schaffer, Police Chief; Judy Schave, HR/Risk Manager; and Patrick Wiltzius, Wastewater Superintendent. No members of the media were present.

1. **Centralia-Chehalis Chamber of Commerce Update.** Executive Director Alicia Bull stated the chamber sits on property owned by the city, which the chamber leases, and she thanked the council for that support. She distributed a list of several 2018 activities, and the 2019 Visitors Center Marketing Plan showing how the chamber plans to use the lodging tax funds awarded by the council. She also presented the 2019 chamber business directory and a list of chamber-sponsored events. She noted that the chamber includes the city's logo on all posters/event information because of the city's sponsorship level. Recreation Park will again be the official stop for this year's Seattle to Portland bike ride, along with several other events and activities. In 2019, the chamber will work on a Choose Local Visitor Guide to include dining, shopping, playing, etc. They plan to revamp the chamber's website, and update their pad maps. She thanked those that came to the chamber banquet, as well as for the lodging tax funds awarded to the chamber. She stated it was exciting that Centralia was contributing the same amount as Chehalis. She thanked Councilors Ketchum and Lund for serving on the chamber board.

2. **Chehalis Basin Board.** Lewis County Commissioner Edna Fund distributed a copy of the "Flood Damage Reduction Actions Previously Considered" that was put together by the Chehalis Basin Board. It included a history dating back to 1931 of what had happened through the years to deal with flooding. Mayor Dawes stated there was still a lot of work to do, but having everyone on the same page provided optimism to get something done.

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

- a. Minutes of the regular meeting of February 25, 2019;
- b. February 28, 2019 Claim Vouchers No. 125133-125228 in the amount of \$173,694.96;
- c. February 28, 2019, Payroll Vouchers No. 40720-40755, Direct Deposit Payroll Vouchers No. 10462-10564, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 224-228 in the amount of \$786,365.64;
- d. Interlocal Agreement with Lewis County for backup building inspection and plan review services; and
- e. Maintenance Agreement with Lewis County Water & Sewer District #4.

The motion was seconded by Councilor Lund.

Councilor Spahr asked if Lewis County Water and Sewer District actually pertained to water. Patrick Wiltzius stated it did not. It was a title given by the county even though it doesn't relate to water.

The motion carried unanimously.

#### 4. **Administration Reports.**

a. **City Manager Update.** City Manager Anderson stated a strategic planning session was held March 7. She noted 53 accomplishments were identified by the participants for work over the last six months. Participants also reviewed some opportunities, threats, and weaknesses, which were all used to put together objectives for the next six months. She thanked the council and management team for their active participation. City Manager Anderson passed out buttons to promote the Penny Playground project. She noted it was fun to see the schools participating in the promotion.

#### 5. **Councilor Reports/Committee Updates.**

a. Councilor Taylor stated Twin Transit was holding a special meeting tomorrow. He thought things were moving in a positive direction.

March 11, 2019

b. Mayor Dawes attended the I-5 Mixer and a mayors meeting. He, along with Council Taylor, met with Jean Fairgrieve who has been very interested in the goings-on at Twin Transit. She provided a lot of valuable insight. Mayor Dawes attended the strategic planning session that the city manager spoke about, as well as a .09 committee meeting. One was for an \$800,000 grant to the Port of Chehalis for a rail spur for a multi-county grain storage facility. Other grants were approved for recommendation to the county for Vader and Winlock. Another application that may be coming before the committee relates to a study by the University of Washington for a bio-refinery on IPAT property near TransAlta. Lastly, he attended a commissioners' meeting regarding Twin Transit. He was happy to report that the question about whether or not the boundaries of Twin Transit were expanded was put to rest – they have not been expanded.

c. Councilor Pope asked Mayor Dawes to again explain the difference between the funding for Penny Playground and taxes, as he did at the last meeting. Mayor Dawes stated there were some comments on Facebook that the council was choosing one department over another to do the project. The money being used for the Penny Playground is coming from grants that cannot be used for any other purpose. Other funds are lodging tax funds that are generated from hotel/motel taxes that are used for tourism. Very little, if any, General Fund money would be used for the project, other than some used in the initial planning.

6. **Executive Session.** Mayor Dawes announced the council would take a short recess and then be in executive session pursuant to RCW 42.30.140(4)(b) – Collective Bargaining, not to exceed 6:15 pm and there would be no decision following conclusion of the executive session. Mayor Dawes closed the regular meeting at 5:24 pm. The executive session began at 5:31 pm. Following conclusion of the executive session, the regular meeting was reopened and immediately adjourned at 6:16 pm.

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Dennis L. Dawes, Mayor

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Caryn Foley, City Clerk

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

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director  
Michelle White, Accounting Tech II

**MEETING OF:** March 25, 2019

**SUBJECT:** Vouchers and Transfers

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**ISSUE**

City Council approval is requested for Vouchers and Transfers dated March 15, 2019.

**DISCUSSION**

The March 15, 2019 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers No. 125229-125378 and Electronic Funds Transfer No. 22019 in the amount of \$397,003.15 dated March 15, 2019, which includes the transfer of:

- \$ 223,831.20 from the General Fund
- \$ 1,615.09 from the Dedicated Street Fund – 4% Sales Tax Fund
- \$ 26,225.82 from the Transportation Benefit District Fund
- \$ 147.00 from the Public Facilities Reserve Fund
- \$ 157.69 from the Garbage Fund
- \$ 70,229.45 from the Wastewater Fund
- \$ 41,666.49 from the Water Fund
- \$ 6,380.17 from the Storm & Surface Water Utility Fund
- \$ 26,750.24 from the Airport Fund

**RECOMMENDATION**

It is recommended that the City Council approve the March 15, 2019 Claim Vouchers No. 125229-125378 and Electronic Funds Transfer No. 22019 in the amount of \$397,005.15.

**SUGGESTED MOTION**

I move that the City Council approve the March 15, 2019 Claim Vouchers No. 125229-125378 and Electronic Funds Transfer No. 22019 in the amount of \$397,003.15.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Caryn Foley, City Clerk

**MEETING OF:** March 25, 2019

**SUBJECT:** Resolution No. 4-2019, First and Final Reading – Declaring Surplus Property

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**ISSUE**

The Public Works Department has property that is no longer needed. State law requires that property must first be declared surplus by the City Council before being sold, transferred, or disposed of.

**DISCUSSION**

The Storm Water Division has miscellaneous scrap metal that will be sold, and the Water Division has a truck that was involved in a collision and is no longer drivable.

The items will be appropriately disposed of as authorized by the City Manager.

**FISCAL IMPACT**

Any proceeds from items that are sold or auctioned will go to their respective department/division.

**RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 4-2019.

**SUGGESTED MOTION**

I move that the City Council adopt Resolution No. 4-2019 on the first and final reading.

**RESOLUTION NO. 4-2019**

**A RESOLUTION OF THE CITY OF CHEHALIS,  
WASHINGTON, DECLARING PERSONAL PROPERTY OF  
THE CITY OF CHEHALIS TO BE SURPLUS AND OF NO  
FURTHER USE TO THE CITY, AND DIRECTING THE  
DISPOSITION THEREOF.**

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

**Section 1.** The following described personal property of the city of Chehalis, Washington, a municipal corporation, shall be, and the same hereby is, declared to be surplus and no longer of necessary use.

<b>Public Works Department</b>	<b>Identifying Information</b>
Miscellaneous Scrap Metal	NA
<b>Public Works Department - Water</b>	<b>Identifying Information</b>
One (1) 2008 Chevrolet Colorado 4wd Ext Cab Pickup CT15653	VIN 1GCDT19E688198089 City Tag W-26

**Section 2.** The personal property described herein shall be disposed of by the City Manager.

**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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and content:

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



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Rick Sahlin, Public Works Director  
Dave Vasilauskas, Water Superintendent

**MEETING OF:** March 25, 2019

**SUBJECT:** Engineering Services Agreement with Kennedy Jenks for Design of the Chehalis River Raw Water Pipeline Replacement

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**ISSUE**

An engineering services agreement with Kennedy Jenks for the Chehalis River Pipeline Replacement Project is being presented for City Council's review and approval.

**DISCUSSION**

The Chehalis Water Division maintains over 7,500 feet of 18-inch steel raw water pipeline that is used to pump raw water from a pump station on the Chehalis River to the Water Treatment Plant. This steel pipe was installed in 1960 and is near the end of its designed life.

Approximately 2,500 feet of the pipeline is located within a designated wetland, crosses under I-5 and railroads, or is within contaminated sites. Staff has been reviewing options to find a cost-effective solution to replace the pipeline. The purpose of hiring an engineering consultant is to evaluate various alignments and determine the best route for the City to plan and budget for the future pipeline replacement.

The attached engineering services agreement with Kennedy Jenks includes the following:

- Task 1 – Project Management and Quality Assurance
- Task 2 – Development of Alternatives
- Task 3 – Evaluation of Alignment Alternatives
- Task 4 – Alignment Study Report

**FISCAL IMPACT**

The proposed cost for the engineering services agreement is \$81,327 and will not be exceeded without permission from City. Construction management services for the project are not part of this agreement, and will require a separate contract.

**RECOMMENDATION**

The administration recommends that the City Council approve the engineering services agreement with Kennedy Jenks for design of the Chehalis River Raw Water Pipeline Replacement in an amount not to exceed \$81,327.

**SUGGESTED MOTION**

I move that the City Council approve the engineering services agreement with Kennedy Jenks for design of the Chehalis River Raw Water Pipeline Replacement in an amount not to exceed \$81,327, and authorize the City Manager to sign the agreement.



Kennedy Jenks

32001 32<sup>nd</sup> Avenue S, Suite 100  
Federal Way, Washington 98001  
253-835-6400

19 March 2019

Mr. Rick Sahlin  
Public Works Director  
City of Chehalis  
2007 NE Kreskey Avenue  
Chehalis, Washington 98532

**Subject:** Proposal for Raw Water Line Replacement Study  
KJ Proposal No. F19030

Dear Mr.:

Kennedy/Jenks Consultants, Inc. (Kennedy Jenks) is pleased to submit this scope and budget proposal to provide the Raw Water Line Replacement Study to support capital planning for the City's water supply. The reliable operation of this line is fundamental to the City's long-term water resource plan. If executed, this scope and budget would be executed under a new professional services agreement with the City of Chehalis (City).

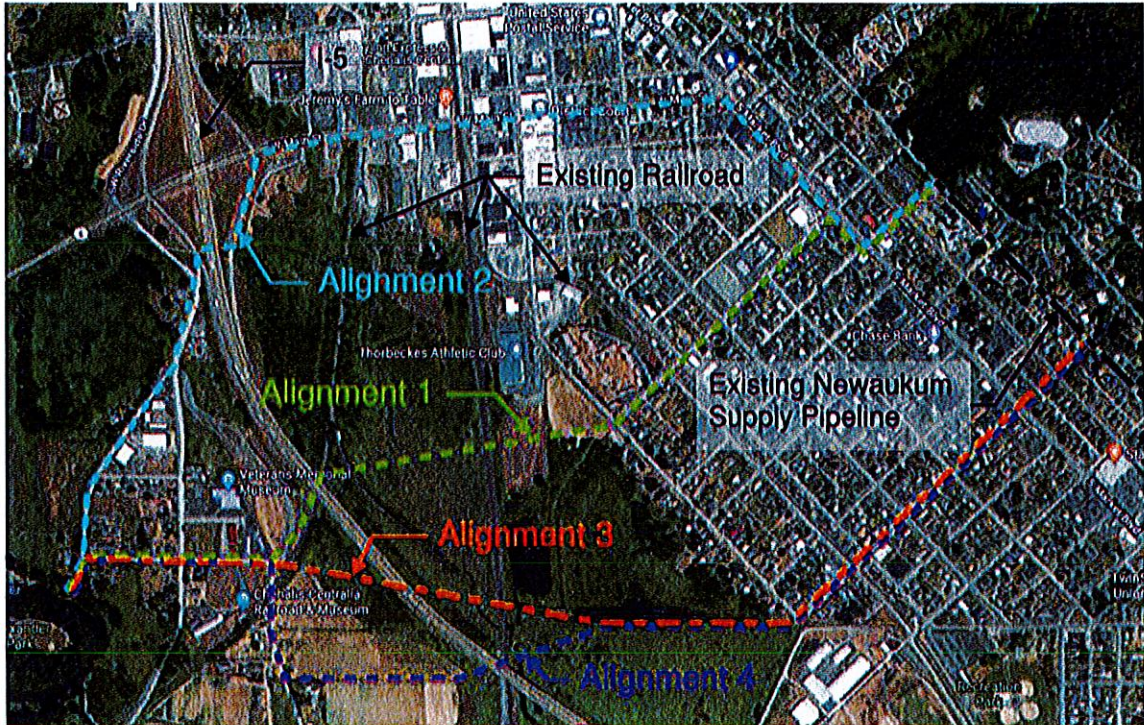
### **Scope of Services**

The detailed scope of services is included in Exhibit A and is sub-divided into 3 main work phases:

1. Development of Alignments - After a kickoff meeting with City stakeholders, Kennedy Jenks would review relevant documentation regarding utilities along the proposed routes. Kennedy Jenks's team would also review field conditions to confirm key details indicated in the existing plans/reports. Four main alignments have been proposed (see Figure 1).



Mr. Rick Sahlin  
 City of Chehalis  
 19 March 2019  
 Page 2



**Figure 1 - Preliminary Pipeline Alignment Alternatives**

2. Evaluation of Alignments - Kennedy Jenks will investigate key aspects of constructing the proposed routes including: permitting requirements associated with the routes and easements; constructability and possible methods; costs, and schedule. This data will be collected into a summary and presented to the City.
3. Alignment Study Report - A report would be developed at the end of the project to document and summarize the findings. The report would include Class 5 cost estimation and discussion the relative merits and drawbacks of the routes as developed during the evaluation phase. A recommendation of the optimal route will be included.

**Budget Overview**

We propose compensation for services be on a time and expense reimbursement basis based on the Schedule of Rates included in Attachment A. Based on our estimate of services required, we propose a budget of \$81,327. We have provided a breakdown of the budget by Tasks in Exhibit B.


Mr. Rick Sahlin  
City of Chehalis  
19 March 2019  
Page 3

Thank you for considering Kennedy Jenks for these services to support implementation of this important project. We look forward to working with you on this project. Please contact me if you have any questions regarding our proposal at [MichaelLubovich@kennedyjenks.com](mailto:MichaelLubovich@kennedyjenks.com) or 253.835.6459.

If this proposal meets with your approval, please sign where noted below and return a copy to our office to serve as our authorization.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.

  
Michael Lubovich, PE, PM  
Project Manager

  
Ron Walz, PE  
Principal

**AUTHORIZATION:**

CLIENTCOMPANYNAME

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

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

Enclosures

cc: Trent Lougheed, City of Chehalis  
Dave Vasilauskas, City of Chehalis  
Keith Parker, Kennedy Jenks

## EXHIBIT A: SERVICES

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### Project Title: Raw Water Line Replacement

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#### Background

The City of Chehalis (City) owns and operates a 7,500 linear foot (LF) 18-inch welded steel raw water pipeline that conveys water from the Chehalis River to the Water Treatment Plant. The steel pipe was installed in 1960 and may be near the end of its useful life. Kennedy/Jenks Consultants, Inc. (Consultant) understands that over the past several years, City crews have had to repair the pipeline on multiple occasions and that the City now wishes to replace the pipeline. Approximately 2,500 LF of the pipeline is located either within designated wetlands, under railroads, or within contaminated sites. The City wishes to find a cost-effective solution to replace the pipeline and provide sustainable water supply from the Chehalis River.

The purpose of this study is to evaluate alternative alignments and determine the preferred pipeline route and size so that the City can plan and budget for the future pipeline replacement.

The City has requested the Consultant provide the services needed to complete the Raw Water Alignment Study. The scope of this project, described below, would constitute a "Phase 1 - Alignment Study" relative to the overall project through construction. The following scope of work is broken into the tasks shown below to develop the data for the work and produce a report documenting the findings for the City's use in capital planning.

- Task 1 - Project Management and Quality Assurance
- Task 2 - Investigation of Alternatives
- Task 3 - Evaluation of Alignment Alternatives
- Task 4 - Alignment Study Report

### PHASE 1 - ALIGNMENT STUDY

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#### Task 1 - Project Management and Quality Assurance

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Consultant is responsible for the management and coordination of the activities defined in this scope of work.

#### Consultant Services:

- Subtask 1.1 - Project Management and Communications
  - Invoices will be prepared and submitted electronically monthly, accompanied by a status report consisting of a bullet list of completed and upcoming project activities.
  - A project baseline schedule shall be developed in Microsoft Project and reviewed and updated once after completion of the BODR over the course of the project. A project filing system shall also be established and maintained.
- Subtask 1.2 - Quality Assurance/Quality Control (QA/QC)
  - QA/QC reviews of major deliverables by project manager and a senior staff member to ensure it meets Consultant's standards for quality.

## EXHIBIT A: SERVICES

### City Responsibilities:

- Review invoices and status reports and provide comments in a timely manner (10 to 14 days).
- Review project baseline schedule and updates and provide comments in a timely manner (10 to 14 days).

### Assumptions:

- The duration of this scope will be 4 months.
- Unless advised to the contrary, Consultant shall reasonably rely upon supplied information. Discovery during the performance of the agreement of unanticipated results or conclusions not contemplated by Consultant at the time of the execution of this agreement which materially affect Consultant's ability to perform its specified services or which would materially increase the cost to Consultant of such performance shall constitute a changed condition and both City and Consultant shall in good faith renegotiate the terms of this agreement to reflect fairly the impact of such changed conditions.

### Deliverables:

- Monthly invoices and status reports over the term of this work assignment.
- Project schedule and updates in PDF format.

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### Task 2 - Investigation of Alternatives

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Consultant will develop four alternative alignments. Consultant will work with the City to develop evaluation criteria that addresses the City's needs and requirements for evaluating the alternative pipeline alignments. A preliminary list of qualitative and quantitative evaluation criteria includes the following:

- Right-of-Way Availability
- Traffic Impacts/WSDOT Considerations
- Environmental Impacts
- Geotechnical Considerations
- Permitting Requirements
- Utility Impacts (conflicts, relocations)
- Operations & Maintenance Considerations
- Construction Techniques
- Constructability Issues
- Hydraulics
- Water Quality Impacts
- Corrosion Potential
- Conflicts with other ongoing or future projects
- Cost
- Schedule



## EXHIBIT A: SERVICES

### Consultant Services:

- Subtask 2.1 – Kickoff Meeting
  - Prepare an agenda and conduct a project kick-off meeting with City staff. Topics will include reviewing the scope, schedule, and budget; identifying information needed from the City; establishing lines of communication; and discussing study guidelines and format, milestones, and preferences.
- Subtask 2.2 – Data Collection, Utility Research, and Review
  - Review available, relevant documents that may include:
    - The City’s previous studies.
    - Record drawings for the existing City raw water pipeline.
    - Drawings of existing water and sewer lines along the proposed routes.
    - The City’s water system plan.
    - Permitting documentation containing relevant information regarding the alternative alignments.
- Subtask 2.3 – Field Reconnaissance
  - Evaluate site features, confirm critical details noted in records, and evaluate construction impacting conditions.
- Subtask 2.4 – Develop Alternatives and Evaluation Criteria
  - Develop four (4) alignment alternatives for the raw water pipeline replacement based on previous discussions with the City. The alignments (to be confirmed at Kickoff) are generally:
    - Alternative 1: Reusing the existing alignment by rehabilitating the existing pipe or replacing it with trenchless methods.
    - Alternative 2: New pipeline aligned north, under I-5 via a pedestrian crossing to Main Street. This alignment follows Main Street and Market Street back to Segment 3.
    - Alternative 3: New pipeline alignment from Sylvenus Street to an existing abandoned railroad track east of I-5. New pipe will be installed along SW 9<sup>th</sup> Street to Segment 3.
    - Alternative 4: New pipeline aligned south down SW Hillburger Road then east along an existing utility easement to the existing abandoned railroad track. From the abandoned track, the route is similar to Alternative 3.

These preliminary alignments are shown on Figure 1, below.





## EXHIBIT A: SERVICES

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### Task 3 – Evaluation of Alignment Alternatives

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Consultant will evaluate the alignments based on the developed criteria. The Consultant will develop supporting data including estimates of construction costs and schedule.

#### Consultant Services:

- Subtask 3.1 - Identify permitting requirements.
  - Provide a brief summary of each anticipated permit.
  - Provide a list of permit “triggers.”
  - Provide project timeline context for permit acquisition.
  - Provide a summary matrix correlating permits required to each alternative alignment.
- Subtask 3.2 - Review potential construction techniques and constructability
  - Review construction techniques suitable to the alignments including trenchless methods.
  - Identify alignment obstacles and significant utilities.
  - Identify geological constraints.
- Subtask 3.3 - Estimate Construction Costs
  - Prepare a planning-level opinion of probably capital costs for alternative pipeline alignments using AACE guidelines for class 5 estimates.
- Subtask 3.4 - Prepare Project Schedule
  - Prepare a project schedule in Microsoft Project including anticipated design, permitting, bidding, award, and construction for the alternative pipeline alignments.
- Subtask 3.5 - Summarize Alternative Evaluation
  - Provide a summary of permitting, constructability, cost, and schedule evaluations for each alternative in simplified format (tables, charts, lists, or other clear presentation materials).
  - Meet with the city to discuss preliminary results of the evaluation.
  - Prepare and submit meeting agenda and summary notes.

#### City Responsibilities:

- Provide review and comments in a timely manner.
- Participate in the alternative evaluation workshop.
- Provide input on preferred alternative.

#### Assumptions:

- The wetland/waterway assessment will include a field reconnaissance along the centerline of each alternative alignment including a 300-foot (ft) “study area” extending

## EXHIBIT A: SERVICES

perpendicular from each alignment, defined in the Chehalis Municipal Code (CMC) Critical Areas Code Section 17.23.020. Offsite wetlands within 300 ft of the proposed alignments will be estimated based on available information and shall not require accessing offsite properties.

- Boundaries of wetlands and waterways will not be detailed enough to support environmental permitting should the City decide on an alternative to replace the water main.
- Approximate wetland and waterway location/boundaries will be sketched on a field map and recorded on a site features figure completed in GIS format.
- Observations will be limited along each alternative alignment from public rights-of-way to record potential wetland and watercourse features.
- Critical areas in the project area and study area will be documented using publicly available information, aerial photography, and observations from the field.
- Permitting information provided in this task is not intended to support project applications, but rather to guide feasibility and planning decisions. To support project application, a permitting and approval plan is required and may be added to the contract by amendment.

### Deliverables:

- E-mail summary of preliminary findings for the work in this task prior to the review workshop with the City).

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### Task 4 - Alignment Study Report

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Consultant will provide a study report summarizing findings and recommended path forward.

### Consultant Services:

- Subtask 4.1 - Draft Alignment Study Report
  - Prepare report documenting the work developed in Tasks 2 through 3 with a summary of recommendations and next steps focused on the recommended pipeline alignment.
  - Submit a draft report for City review in Microsoft Word and PDF formats.
- Subtask 4.2 - Draft Alignment Study Report Review Workshop
  - Prepare and submit Workshop agenda and summary.
  - Participate in a review with City staff to discuss the draft alignment study report.

## EXHIBIT A: SERVICES

- Subtask 4.3 - Final Alignment Study Report
  - Incorporate comments to Draft Alignment Study Report and Workshop.
  - Submit draft executive summary for City review.
  - Prepare and submit the Final Alignment Study Report with appendices. The submission will be electronically in Microsoft Word and PDF format and in hardcopy (quantity six).

### **City Responsibilities:**

- City will provide review and comments of the Draft Alignment Study Report in a timely manner.
- City will participate in the Workshop.

### **Assumptions:**

- City will provide written comments on the draft report, compiled from various reviewers, in one document.

### **Deliverables:**

- Draft of the Alignment Study Report (electronic copy in PDF).
- Final of the Alignment Study Report (four hard copies and electronic copy in PDF).

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### **Scope Items That Can Be Added by Amendment**

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- Summary of potential funding sources.
- Surveying/mapping of the proposed alternative pipeline alignments.
- Hydraulic modeling of the City's distribution water system.
- Pipeline size/capacity evaluations based on potential water right transfers.
- Pump station relocation alternatives study.
- Geotechnical exploration/site investigations.
- Permitting and approval plan.
- Coordination with other agencies.

#### **Phase 2 - Preliminary Design**

- This work may be added by amendment.

#### **Phase 3 - Final Design**

- This work may be added by amendment.

**EXHIBIT B: Compensation****Kennedy Jenks**

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**Client Name: City of Chehalis**

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**Project Name: Raw Water Pipeline Replacement**

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**Date 3/19/2019**

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**Phase 1 - Alternatives Analysis**

Task 1 - Project Management and Quality Assurance	\$7,290
Task 2 - Investigation of Alternatives	\$33,928
Task 3 - Evaluation of Alignment Alternatives	\$27,054
Task 4 - Alignment Study Report	\$13,055
<b>Phase 1 Total \$</b>	<b>81,327</b>

Compensation will follow the Schedule of Rates in Attachment A



**ATTACHMENT A**

**Kennedy/Jenks Consultants**

**Schedule of Rates**

Date: January 2018

**PERSONNEL COMPENSATION**

Classification	Hourly Rate
Engineer-Scientist-Specialist 1.....	\$135
Engineer-Scientist-Specialist 2.....	\$145
Engineer-Scientist-Specialist 3.....	\$155
Engineer-Scientist-Specialist 4.....	\$170
Engineer-Scientist-Specialist 5.....	\$185
Engineer-Scientist-Specialist 6.....	\$200
Engineer-Scientist-Specialist 7.....	\$215
Engineer-Scientist-Specialist 8.....	\$230
Engineer-Scientist-Specialist 9.....	\$240
CAD-Technician.....	\$115
Senior CAD-Technician.....	\$130
CAD-Designer.....	\$135
Senior CAD-Designer.....	\$145
Project Administrator.....	\$120
Administrative Assistant.....	\$85
Aide.....	\$75

In addition to the above Hourly Rates, an Associated Project Cost charge of \$5.00 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects

**Direct Expenses**

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2019 through December 31, 2019. After December 31, 2019, invoices will reflect the Schedule of Rates currently in effect.



# ATTACHMENT B

## Kennedy/Jenks Consultants

Client: City of Chehalis

Contract/Proposal Date: March 19, 2019

### Standard Conditions

January 1, 2017

CLIENT and KENNEDY/JENKS CONSULTANTS, INC. ("CONSULTANT") agree that the following provisions shall be a part of their agreement.

1. **TERMS OF PAYMENT.** CLIENT will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.
2. **EFFECT OF INVOICE.** The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as provided for in the preceding paragraph.
3. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said thirty (30) days of the date thereof subjects the amount overdue to a delinquent account charge of one percent (1%) of the invoice amount per month, compounded monthly, but not to exceed the maximum rate permitted by law. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.
4. **ADVANCE PAYMENT; WITHHOLDING OF WORK PRODUCT.** CONSULTANT reserves the right to require payment in advance for work it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT's outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. CONSULTANT is not obligated to provide services in excess of the authorized budget.
5. **STANDARD OF CARE.** CONSULTANT's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or CONSULTANT shall be construed as a beneficiary to this Agreement.
6. **INSURANCE COVERAGE.** CONSULTANT is protected by Worker's Compensation Insurance as required by applicable state laws and will maintain employer's liability coverage. During the performance of this agreement CONSULTANT will maintain professional liability insurance with a limit of \$1 million on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1 million on an occurrence basis.
7. **ALLOCATION OF RISK.** CLIENT and CONSULTANT have discussed the risks associated with this project and the extent to which those risks should be shared by CLIENT and by CONSULTANT, and have agreed:  
(a) To the fullest extent permitted by law, CLIENT agrees to limit the liability of CONSULTANT, its officers, employees, and subconsultants to CLIENT, all landowners, contractors, subcontractors, lenders, suppliers, manufacturers, third parties, and their employees such that the total aggregate liability, including all attorneys fees and costs shall not exceed \$50,000.00 or the total fees paid for CONSULTANT's services on this project, whichever is greater. (b) All damages such as loss of use, profits, anticipated profits, and the like losses are consequential damages for which CONSULTANT is not liable. (c) CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.
8. **SERVICES DURING CONSTRUCTION.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining compliance by contractors with the functional provisions of project documents only. CLIENT agrees that CONSULTANT will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon scope of work. CONSULTANT shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods or appliances used by any contractor nor to assume responsibility for a contractor's compliance with laws and regulations or for contractor's errors, omissions, or defective work. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours. CLIENT agrees to require in all construction contracts for the project, provisions that CLIENT and CONSULTANT shall be defended and indemnified by the contractor and its subcontractors and named additional insureds on contractor's and subcontractor's insurance. Any statements of estimated construction costs furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.
9. **SERVICES BY CLIENT.** CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work. CLIENT shall designate to CONSULTANT the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called "buried utilities") within the boundaries of the jobsite. CONSULTANT will conduct at CLIENT's expense such additional research as in CONSULTANT's professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but CLIENT shall remain responsible for the accurate designation of their location and shall indemnify, defend, and hold CONSULTANT harmless from any claims or loss arising from the failure to accurately locate buried utilities.
10. **COMPLIANCE WITH LAWS.** CLIENT and CONSULTANT shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CLIENT. It is CONSULTANT's belief that the work is not subject to California Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California's Prevailing Wage Law, then CLIENT shall reimburse CONSULTANT for the additional costs associated with CONSULTANT complying with those laws.
11. **USE OF DOCUMENTS.** Drawings, reports, writings and other original documents (documents) furnished by CONSULTANT are for the exclusive use of CLIENT and CONSULTANT retains all intellectual property rights including copyrights. Documents are furnished to CLIENT upon CLIENT's specific agreement that it assumes all liability resulting from the further distribution of such documents, or any portion of them.



## Standard Conditions (Page 2)

January 1, 2017

and that CLIENT will indemnify CONSULTANT and hold it harmless against any claims associated with the unauthorized use of such documents. In no event will CLIENT or any person acting on its behalf edit, abridge, or modify any document prepared by CONSULTANT without CONSULTANT's express written consent.

12. **ELECTRONIC OR MAGNETIC DATA.** Documents provided by CONSULTANT in electronic or magnetic formats are provided under the following conditions unless detailed otherwise in the scope of work or by a written amendment. Documents are provided in CONSULTANT's standard software formats. CLIENT recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CLIENT'S software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CLIENT agrees to defend indemnify and hold CONSULTANT, its subconsultants, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.
13. **TERMINATION.** This agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven (7) day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a thirty (30) day notice period. If this agreement is terminated by CLIENT in the absence of default by CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.
14. **PRECEDENCE OF CONDITIONS.** Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT's express written agreement to the contrary.
15. **ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign any of its rights including a right to sue, or delegate its duties under this agreement without the written consent of the other.
16. **FORCE MAJEURE.** Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
17. **MERGER: WAIVER: SURVIVAL.** This agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all other provisions shall survive and be enforceable.
18. **APPLICABLE LAW.** This agreement shall be interpreted and enforced according to the laws of the State of California. In the case of invalidity or unenforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by law to accomplish as near as possible the intent of the original provision. Nothing herein shall be construed to provide for indemnification against damages arising from a party's gross negligence or willful misconduct.



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

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

**DATE:** March 25, 2019

**SUBJECT:** Shared Services Agreement for Equipment and Personnel Rental

---

**ISSUE**

Proposal to renew a shared services agreement with Lewis County, the cities of Centralia, Mossyrock, Morton, Napavine, Vader, and Winlock, and the Town of Pe Ell.

**DISCUSSION**

This agreement is intended to provide means to request assistance from and between each entity listed for the following services:

- Professional/Personnel Services
- Materials
- Equipment Maintenance, Repair, and Rental
- Purchasing
- Training

In the event a community is in need of assistance from another community, the requesting community will submit a Reimbursable Work Order to the responding community. The anticipated use of this agreement would be for equipment and personnel rental in the event of an emergency, disaster, work overload, etc.

The agreement will expire on December 31, 2024. The agreement will include services for up to \$40,000 per work order request and \$100,000 annually. Such amounts may be exceeded with approval from each community's governing body under a separate interlocal agreement.

**FISCAL IMPACT**

Not to exceed \$100,000 annually.

**RECOMMENDATION**

It is recommended that the City Council approve the Shared Services Agreement as written.

**SUGGESTED MOTION**

I move the that City Council approve the Shared Services Agreement with Lewis County, the cities of Centralia, Mossyrock, Morton, Napavine, Toledo, Vader, and Winlock, and the Town of Pe Ell, and authorize the City Manager to execute the agreement.

## SHARED SERVICES INTERLOCAL AGREEMENT

This Shared Services Interlocal Agreement (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 \_\_\_\_\_ 2019, by and between Lewis County, City of Centralia, City of Chehalis, City of Mossyrock, City of Morton, City of Napavine, Town of Pe Ell, City of Toledo, City of Vader, and City of Winlock, all political subdivisions of the State of Washington, hereinafter referred to collectively as the "Communities" and individually as "Community," HEREBY COVENANT AND AGREE as follows:

1. In the event a Community requests ("Requesting Community") that another Community ("Providing Community") perform work of the manner described below and guarantees reimbursement to the Providing Community for all work done, the Requesting Community 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 Requesting Community or areas in which the Requesting Community has legal authority to perform the following work:
  - a. Professional/Personnel Services, and/or
  - b. Materials
  - c. Equipment Maintenance, Repair and Rental
  - d. Purchasing
  - e. Training
  
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 Official, as identified in the attach list of Community of the Requesting Community requests an estimate for reimbursable work from the Providing Community by submitting a reimbursable work order.
  - b. The Designated Official or equivalent official of the Providing Community will provide estimated cost of the Work and the availability of resources to perform the work.
  - c. The Designated Official of the Requesting Community approves expenditure of Requesting Community funds to complete the work as described, based on the detailed scope of work provided by the Providing Community.
  - d. The Providing Community Designated Official or equivalent official approves such Reimbursable Work Orders, up to \$40,000 and with an annual aggregate limit of \$100,000. Reimbursable work in excess of these amounts must be performed under a separate Interlocal Agreement, approved by the governing body of the Providing Community.
  - e. The Designated Official of the Requesting Community will submit the Reimbursable Work order to the Requesting Community Fiscal Division or equivalent department for processing upon completion of all work agreed to be performed.

3. The Requesting Community hereby agrees to reimburse the Providing Community for all work done, based upon the actual cost as described in the Requesting Communities Work Order and an administrative fee of 5% or \$100, whichever is greater. The estimated total dollar amount of all work performed by the Providing Community for the Requesting Community under this Agreement shall not exceed \$40,000 per work order, nor an annual aggregate amount of \$100,000.
4. The Requesting Community 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 resources to accomplish said work.
5. It is understood and agreed that the time for and hours of performance of reimbursable work is at the Providing Community'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 Providing Community's regularly scheduled activities.
6. It is understood that the Requesting Community has total responsibility for having in its name all necessary property rights prior to construction and/or maintenance by the Providing Community. Requesting Community 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 Requesting Community agrees to protect, defend, indemnify and hold harmless the Providing Community, its commissioners, mayor, councilpersons, officials, agents, attorneys, 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 Providing Community, except insofar as any obligation or responsibility is imposed upon the Providing Community by statute. Requesting Community has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act.
8. Requesting Community certifies and warrants that Designated Official or designee has the authority to enter into a reimbursable work order and to bind the Requesting Community thereby.
9. Requesting Community hereby confers on the Providing Community the authority to perform the categories of work listed in paragraph one within the Requesting Community's jurisdictional limits for the purposes of carrying out this Agreement. Further, Requesting Community agrees that when the Providing Community provides services for the Requesting Community, the Providing Community Designated Official or designee, may exercise all the powers and perform all the duties vested by law or by resolution in the Requesting Community or other officer or department administration.

10. The Providing Community shall be considered a contractor of services only and does not purport to represent the Requesting Community professionally other than in providing the services requested by the Requesting Community. As an independent contractor, the Providing Community 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 Providing Community uses contract services to perform services for the Requesting Community, the Providing Community shall perform the appropriate supervision and inspection of the contractor's work.
11. This Agreement will expire December 31, 2024, unless terminated earlier pursuant to the provisions of this Agreement. Any Community may terminate its participation in this Agreement by depositing in the mail or providing in person a written notice of termination addressed to the Lewis County Board of County Commissioners and the Mayor or City Manager of each participating Municipality. This Inter-local Agreement shall continue as to the remaining parties until only one party remains.
12. This Agreement shall not be deemed or construed to create a separate legal entity or to create a joint venture or partnership among the parties.
13. This Agreement may be amended, altered or changed from time to time by a signed written agreement of all the parties involved. The Agreement as amended shall supersede the preceding Agreement and apply to all parties executing the amended Agreement. The preceding Agreement shall terminate as to all parties, including those who have not agreed to the amendment.
14. All notices or other communications required or permitted under this Agreement shall be sufficiently given if given by electronic communication, with return receipt verified, promptly confirmed in writing by U.S. Mail, return receipt requested:
  - a. If to County: Chair Board of County Commissioners
  - b. If to City of Centralia: City Manager
  - c. If to City of Chehalis: City Manager
  - d. If to City of Mossyrock: Mayor
  - e. If to City of Morton: Mayor
  - f. If to City of Napavine: Mayor
  - g. If to Town of Pe Ell: Mayor
  - h. If to City of Toledo: Mayor
  - i. If to City of Vader: Mayor
  - j. If to City of Winlock: Mayor

15. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and venue for any dispute arising hereunder shall be in the Superior Court for the State of Washington in Thurston County.

(Continued on next page)

**EXECUTED IN DUPLICATE** and effective as of the date and year first above written.

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Rob Hill, City Manager, City of Centralia

**EXECUTED IN DUPLICATE** and effective as of the date and year first above written.

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T. Jill Anderson, City Manager, City of Chehalis



**EXECUTED IN DUPLICATE** and effective as of the date and year first above written.

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Randall Sasser, Mayor, City of Mossyrock

**EXECUTED IN DUPLICATE** and effective as of the date and year first above written.

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Dan Mortensen, Mayor, City of Morton

**EXECUTED IN DUPLICATE and effective as of the date and year first above written.**

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John Sayers, City of Napavine

**EXECUTED IN DUPLICATE and effective as of the date and year first above written.**

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Lonnie Willey, Mayor, Town of Pe Ell

**EXECUTED IN DUPLICATE** and effective as of the date and year first above written.

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Steve Dobosh, Mayor, City of Toledo

**EXECUTED IN DUPLICATE** and effective as of the date and year first above written.

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Ken Smith, Mayor, City of Vader

**EXECUTED IN DUPLICATE** and effective as of the date and year first above written.

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Don Bradshaw, Mayor, City of Winlock

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

**APPROVED AS TO FORM:**  
Jonathan L. Meyer, Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS**  
**LEWIS COUNTY, WASHINGTON**

\_\_\_\_\_  
By: Deputy Prosecuting Attorney

\_\_\_\_\_  
Robert C. Jackson, Chair

**ATTEST:**  
  
\_\_\_\_\_  
Rieva Lester, Clerk of the Lewis County  
Board of County Commissioners

\_\_\_\_\_  
Gary Stamper, Vice Chair  
  
\_\_\_\_\_  
Edna J. Fund, Commissioner



# SHARED SERVICES REIMBURSABLE WORK ORDER

Community	Year	Number
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To be completed by Requesting Community

## REQUEST

The undersigned hereby requests \_\_\_\_\_ to provide a preliminary estimate for cost of work stated herein.

Optional: The cost for the type of assistance requested cannot exceed \$ \_\_\_\_\_

## Type of assistance requested:

- |   |  |
|---|--|
| <input type="checkbox"/> Professional Service | <input type="checkbox"/> Equipment Maintenance |
| <input type="checkbox"/> Personnel Service    | <input type="checkbox"/> Equipment Rental      |
| <input type="checkbox"/> Labor                | <input type="checkbox"/> Equipment Repair      |
| <input type="checkbox"/> Materials            |  |
| <input type="checkbox"/> Purchasing           |  |
| <input type="checkbox"/> Training             |  |

## PROVIDING COMMUNITY ESTIMATE

I have met with a representative of the above Requesting Community 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

\_\_\_\_\_  
Designated Official of Providing Community

## REQUESTING COMMUNITY APPROVAL OF ESTIMATE

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Requesting Community Designated Official

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

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 the work performed and an administrative fee of 5% or \$100 whichever is greater.

All work will be performed in accordance with the Shared Services Interlocal Agreement, dated \_\_\_\_\_.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Ken Cardinale, Fire Chief

**MEETING OF:** March 25, 2019

**SUBJECT:** Discontinuance of Interlocal Agreement with Lewis County for Fire Investigation Services

---

**ISSUE**

The Chehalis Fire Department is no longer able to fulfill the Interlocal Agreement (ILA) with Lewis County to provide fire investigation services.

**DISCUSSION**

The city has provided fire investigation services for Lewis County for the last 20 years. The Chehalis Fire Department has had four firefighters trained and certified to be fire investigators. Due to internal and external issues, the city's fire investigator staffing has recently dropped from four to one. One investigator cannot serve the entire county, which prohibits the city from fulfilling the terms of the agreement with Lewis County.

Therefore, due to the lack of personnel, and the fact that the city can no longer meet the requirements in the ILA, written notice was submitted to the county (copy attached). Pursuant to the terms of the January 1, 2016 ILA, the city is required to provide 90-day written notice of termination and the administration did not want to fail notifying the county in a timely manner. Captain Ted McCarty will remain as the fire investigator for the city, and he agreed to continue as the county's fire investigator for the 90-day notice of termination time frame, which will allow the county the ability to prepare for our departure.

**FISCAL IMPACT**

Discontinuance of the ILA will have no significant impact to the budget because the city was reimbursed for the associated costs.

**RECOMMENDATION**

It is recommended that the City Council confirm the discontinuance of the Interlocal Agreement with Lewis County to provide fire investigation services.

**SUGGESTED MOTION**

I move that the City Council confirm the discontinuance of the Interlocal Agreement with Lewis County to provide fire investigation services.



## City of Chehalis Fire Department

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Ken Cardinale, Chief

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“Committed to Excellence”

March 20, 2019

To: Lee Napier,  
Lewis County Community  
Development Director

Subject: ILA Fire Investigation (Notice of Termination)

Lee,

It is with regret that I am writing you to inform and notify you of the following:

Pursuant to the terms listed in the January 1, 2016 Fire Investigation ILA and noted in Section 8 Termination for Public Convenience, I am providing you with this 90-day written notice of termination.

The reason for this termination is due to a lack of trained and certified fire investigators. This is due to internal and external issues which have arisen over the past few months and within recent weeks. Our Fire Investigator staffing has dropped from a prior staff of four to one. This staff reduction will not allow us to fulfill the terms of the agreement. One sole investigator could not serve the entire county or meet the requirements and terms of the agreement.

Therefore, it is with regret I am providing you with this written notification.

Professionally,

Ken Cardinale,  
Fire Chief

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Trent J. Loughheed, P.E., Community Development Director  
Hillary Hoke, Planning & Building Manager

**MEETING OF:** March 25, 2019

**SUBJECT:** Right-of-Way Permits

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**ISSUE**

The requirement to obtain a right-of-way (ROW) occupancy permit for sidewalk sales, outdoor seating, and other similar uses of the public right-of-way for private business gain/profit.

If the proposed revisions are acceptable to Council, the public review process would begin towards the end of April. Chehalis Municipal Code (CMC) amendments are subject to the requirements of CMC 17.09.140. Proposed amendments are accepted between February 1 and March 31 of any given year. Per the adopted code, the following process will commence after the March 31 deadline:

1. Review and recommendation by the Development Review Committee (DRC)
2. All amendments and DRC recommendations presented to Planning Commission
3. Planning Commission conducts public hearing and makes recommendation to City Council
4. Notifications sent to all impacted state agencies, as well as Department of Commerce

This public review process is anticipated to take approximately two months.

**DISCUSSION**

At the December 10, 2018, City Council meeting, staff was directed to temporarily suspend the right-of-way permit fee of \$100 for signs and temporary uses until such time as a code revision could be drafted. Attached, please find the proposed amendments to CMC Title 12.56, 17.93.040, and Appendix Chapter A.

Minor housekeeping items are proposed in Title 12.56, such as clarification on City Manager duties. Revisions were also made to the definitions of types of right-of-way use permits. Section 12.56.110 was revised to require insurance for any type of permit.

Proposed revisions to CMC 17.93.040 would allow sandwich board signs in any commercial zone, not just restricted to the Central Business District (CBD) zone.

Proposed revisions to CMC 12.56.060 would create a new category of ROW Permit, Short-Term Temporary Use of Right-of-Way for uses that require a street closure. The proposed revisions would separate uses that require street closures from those that don't. Staff time is expended to prepare and set up for these uses that require a street closure. Uses such as parades, festivals, street dances, etc., that require street closure, would be processed the same as a Long-Term and Permanent Uses of Rights-of-Way with the associated fee of \$100.

Proposed revisions to CMC Appendix Chapter A would apply a \$100 fee to annual and long-term and permanent structure/occupancy permits, a \$100 fee to short-term and temporary permits requiring a public street closure, and no fee to short-term and temporary permits not requiring a public street closure. All uses would still require standard insurance policies. Fees will not be applicable to city-sponsored events.

#### **FISCAL IMPACT**

It is estimated that 19 locations should have applied for a short term and temporary use permit in 2019, equating to approximately \$1,900 in lost revenue from elimination of the fee.

#### **RECOMMENDATION**

It is recommended that the City Council approve the proposed changes to CMC 12.56, 17.93.040, and Appendix Chapter A as proposed and move forward with the amendment process.

#### **SUGGESTED MOTION**

I move the City Council approve the proposed changes to CMC 12.56, 17.93.040, and Appendix Chapter A, and direct staff to proceed with the CMC amendment process.

## Chapter 12.56

### RIGHT-OF-WAY OPERATION AND REGULATION

#### Sections:

- 12.56.010 Purpose.
- 12.56.020 Definitions.
- 12.56.030 Responsibility for right-of-way.
- 12.56.040 Permit requirements.
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#### **12.56.010 Purpose.**

A. It is the purpose of this chapter to provide for the issuance of right-of-way use permits in order to regulate activities that involve construction, disturbance, modification, or certain uses and maintenance within the right-of-way in the city in the interest of public health, safety, and welfare; and to provide for warranties and procedures required to administer the permit process. This chapter and the procedures adopted hereunder shall be in effect throughout the city.

B. It is the express purpose of this chapter and any procedures adopted hereunder to provide for and promote the health, safety, and welfare of the general public, ~~and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter or any procedures adopted hereunder.~~



C. It is the specific intent of this chapter and any procedures adopted hereunder to place the obligation of complying with the requirements of this chapter upon the permittee, and no provision is intended to impose any duty upon the city, or any of its officers, employees, or agents. Nothing contained in this chapter or any procedures adopted hereunder is intended to be or shall be construed to create or form the basis for liability on the part of the city, or its officers, employees, or agents, for any injury or damage resulting from the failure of the permittee to comply with the provisions hereof, or by reason or in consequence of any act or omission in connection with the implementation of enforcement of this chapter or any procedures adopted hereunder by the city, its officers, employees, or agents. [Ord. 760B, 2003; Ord. 749B, 2003; Ord. 574B, 1995.]

**12.56.030 Responsibility for right-of-way.**

A. The city manager or authorized designee, is responsible for: the establishment of procedures needed to implement this chapter; the administration and coordination of the enforcement of this chapter; the development of standards or guidelines to be used in reviewing requests and making decisions on applications to use the right-of-way; and monitoring use of the right-of-way by right-of-way use permittees. The city manager may delegate authority and responsibility to other city staff for review and decisions on permit applications and enforcement of permit conditions.

B. The right-of-way use permittee is responsible to carry out and comply with all instructions and conditions of the right-of-way use permit, right-of-way procedures, all other city ordinances, and all other federal, state, or local laws and regulations. The permittee is also responsible for any and all liability, damage, injury, and impact that is a result of any activity, use, or action, or lack of action or omission, on the part of the permittee or representative of the permittee, or by any other person acting on behalf of the permittee.

C. The owner of the property abutting the right-of-way is responsible for the routine and general maintenance, upkeep, and condition of the parkway including sidewalks, vegetation, grass areas, plantings, landscaping, and parking areas, except as to how the condition may be affected by permitted right-of-way use by others. The owner of the property abutting the right-of-way is also responsible for any and all liability, damage, injury, and impact that is a result of any activity, use, or action, or lack of action or omission, on the part of the owner or representative of the owner, relating to routine and general maintenance, upkeep, and condition of the parkway. [Ord. 760B, 2003; Ord. 749B, 2003; Ord. 574B, 1995.]

**12.56.040 Permit requirements.**

A. It is unlawful for anyone to make private use of any public right-of-way without a right-of-way use permit issued by the city manager or authorized designee or to use any right-of-way without complying with all the provisions of a permit issued by the city.

B. General and specific permit requirements are defined in the procedures referenced in this chapter. [Ord. 760B, 2003; Ord. 749B, 2003; Ord. 574B, 1995.]

**12.56.060 Right-of-way use permits.**

The city manager or the manager's designee may issue permits for use of the city right-of-way. The following constitute types of right-of-way uses that require permits:

A. Disturbance of Right-of-Way.



1. Right-of-way use permits may be issued for use of rights-of-way for activities that will alter the appearance of or disturb the surface, supersurface, or subsurface of the right-of-way on a temporary or permanent basis. ~~The responsibility for adoption of policies relating to issuance, control, regulation, and enforcement of “disturbance” right-of-way use permits is vested with the public works director.~~

2. Disturbance of city right-of-way use permits may be for either single uses or multiple uses. Single-use permits will be issued to approved applicants who are planning a single activity or use at a single location in a short period of time. Multiple-use permits will be issued to approved applicants who are planning many activities or uses at several different locations in a short period of time.

3. Disturbance of city right-of-way use permits include, but are not limited to: boring, painting, culverts, sidewalks, curb cuts/driveways, street trenching, drainage facilities, landscaping, and utility installation.

B. Short-Term and Temporary Use of Right-of-Way Not Requiring Public Street Closure.

1. Right-of-way use permits for short-term and temporary use of rights-of-way may be issued for activities that will not physically disturb or alter the right-of-way during such periods of time and do not require the closure of a public street. ~~The responsibility for adoption of policies relating to the issuance, control, regulation, and enforcement of short-term and temporary right-of-way use permits is vested with the city’s police services.~~

2. The use of rights-of-way for structures and activities that involve short-term and temporary uses requires this type of permit.

3. The short-term and temporary uses include, but are not limited to: ~~festivals, displays, parades, dances, concerts, public or private gatherings,~~ and community event signs (such as sandwich boards or freestanding signs) and which shall not exceed 12 square feet per side.

C. ~~Short-Term and Temporary Use of Right-of-Way Requiring Street Closure.~~

1. ~~Right-of-way use permits for short-term temporary use of rights-of-way may be issued for activities that will not physically disturb or alter the right-of-way, but require the closure of a public street, during such periods of time.~~

2. ~~The use of rights-of-way for structures and activities that involve short-term and temporary uses that require the closure of a public street must obtain this type of permit.~~

3. ~~The short-term and temporary uses requiring a public street closure include, but are not limited to: festivals, parades, street dances, concerts, etc.~~

D. Long-Term and Permanent Use of Rights-of-Way.

1. Right-of-way use permits for long-term and permanent use of rights-of-way may be issued for uses and activities during such periods of time. ~~The responsibility for adoption of policies relating to issuance, control, regulation, and enforcement of long-term and permanent right-of-way use permit is vested with the public works director.~~



2. The use of rights-of-way for structures and activities that involve long-term uses requires this type of permit.

3. Long-term and permanent uses include but are not limited to: construction site/haul roads, waste containers, seasonal sidewalk cafes, utility facilities, fences, ramps, and special and unique structures, such as fountains, clocks, flag poles, awnings, marquees, banners, street furniture, and decorations. [Ord. 921B §§ 2, 3, 2014; Ord. 760B, 2003; Ord. 749B, 2003; Ord. 574B, 1995.]

#### **12.56.070 Applications and processing of permits.**

A. To obtain a right-of-way use permit for disturbance of rights-of-way, long-term and permanent uses, or short-term and temporary uses, the applicant shall file an application with the public works department.

B. Every application shall include the location of the proposed right-of-way use, a description of the use, the planned duration of the use, applicant contact information, and all other information which may be required as specified in procedures adopted hereunder, and shall be accompanied by payment of any fees as may be required.

C. Certain applicants such as utilities and contractors may be involved in frequent use of the right-of-way for repair, maintenance, and construction in a short period of time. To avoid the issuance of a new permit for each use, the city may issue a permit for a period up to, but not exceeding, 90 days for multiple uses.

D. The city manager or authorized designee shall examine each right-of-way application submitted for review and approval to determine if it complies with the applicable provisions of this chapter and procedures adopted hereunder. If he finds that the application conforms to the requirements of this chapter and procedures adopted hereunder, that the proposed use of such right-of-way will not unduly interfere with the rights and safety of the public, and if the application has not been disapproved by a jurisdiction with higher authority, he may approve the permit, and may impose such conditions thereon as are reasonably necessary to protect the public health, welfare, and safety, and to mitigate any impacts resulting from the use.

E. All applications for right-of-way use permits should be submitted 15 business days or more before the planned need for the permit, to allow for adequate review time. Inadequate time to review an application before the time of the desired use may be grounds for denying it. [Ord. 760B, 2003; Ord. 749B, 2003; Ord. 574B, 1995.]

#### **12.56.090 Revocation of right-of-way use permits.**

A. The city manager or authorized designee may revoke or suspend any right-of-way use permit issued under CMC 12.56.060 whenever:

1. The work does not proceed in accordance with the plans as approved, or conditions of approval, or is not in compliance with the requirements of this chapter, or other city ordinances or state law;
2. The city has been denied access to investigate and inspect how the right-of-way is being used;



3. The permittee has made a misrepresentation of a material fact in applying for a permit;
4. The progress of the approved activity indicates that it is or will be inadequate to protect the public and adjoining property or the street or utilities in the street, or any excavation or fill endangers or will endanger the public, the adjoining property or street, or utilities in the street.

B. Upon suspension or revocation of a permit, all use of the right-of-way shall cease, except as authorized or directed. [Ord. 760B, 2003; Ord. 749B, 2003; Ord. 574B, 1995.]

#### **12.56.110 Performance deposits/insurance.**

Commercial General Liability insurance of at least \$1,000,000 per occurrence and no less than \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit, naming the City as an additional insured using endorsement CG 20 12 or at least as broad coverage.

~~A. If the city manager determines that there is a potential for injury, damage, or expense to the city as a result of damage to persons or property arising from an applicant's proposed use of any right-of-way, the applicant may be required to make a cash deposit with the finance department or to provide a security device or insurance in a form acceptable to the director for the activities described in the subject permit. The amount of the cash deposit, security device, or insurance shall be determined by the city manager.~~

~~B. The requirements for performance deposits and insurance are based on consideration of applicants' prior performance, nature of the proposed use, cost of the activity, length of use, public safety, potential damage to right-of-way, and potential liability or expense to the city. [Ord. 831B, 2007; Ord. 760B, 2003; Ord. 749B, 2003; Ord. 574B, 1995.]~~

#### **12.56.150 Correction and discontinuance of unsafe, nonconforming, or unauthorized conditions.**

A. Whenever the city manager or authorized designee determines that any condition on any right-of-way is in violation of, or any right-of-way is being used contrary to, any provision of this policy or procedures adopted hereunder or other applicable codes or standards, or without a right-of-way use permit, he may order the correction or discontinuance of such condition or any activity causing such condition.

B. The city manager or authorized designee is authorized to order correction or discontinuance of any such condition or activities following the methods specified in procedures adopted pursuant to this chapter.

C. The city manager or authorized designee shall also have all powers and remedies which may be available under state law, this chapter, and procedures adopted hereunder for securing the correction or discontinuance of any condition specified in this section.

D. The city manager or authorized designee is authorized to use any or all of the following methods in ordering correction or discontinuance of any such conditions or activities as the city manager determines appropriate:

### 17.93.040 Portable signs

A. No portable signs shall be placed upon any public right-of-way or public property except:

1. Any such sign approved by the public works department by issuance of a right-of-way permit;
2. Any sign placed by a contractor for traffic control purposes when approved by the public works department;
3. Any sign identified in a parade permit application or other such approved usage of a right-of-way;
4. Commercial advertising signs approved by the development review committee and consistent with subsection (B) of this section;
5. Official signs placed by a government or other authorized agency acting in its official capacity; or
6. Emergency signs placed by any authorized emergency management personnel (e.g., police officer, fire fighter, public works director, etc.) responding to any situation where the life, safety or health of any citizen is in imminent danger.

B. When approved, portable commercial advertising signs placed upon public sidewalks shall comply with the design criteria specified in Appendix Chapter Q, and the following:

1. The sign must be located within ~~the central business district (CBD)~~ a commercial (CG, CBD, CF or IL\*\*) zone (see Division V of this title and the zoning map).
2. Application for a right-of-way permit must be filed with the public works department for use of a public sidewalk. No sign shall be placed upon any sidewalk without a right-of-way permit having been issued therefor.
3. There must be no reasonable place to locate such sign ~~either~~ on the private property ~~or between a sidewalk and a curb line.~~
4. There must be a wall of a building immediately adjacent to the sidewalk for at least 50 percent of the length of the subject property. On a corner lot, each side will be reviewed independently.
5. Permitted signs must be located immediately adjacent to the wall of the business being advertised, located within the frontage of the subject business property, and maintain a minimum of 60 inches of clear, unobstructed sidewalk surface width around the side of the sign opposite the building wall. Areas where motor vehicles may obstruct the

walking surface (angle parking) shall consider a 30-inch distance across the sidewalk from the curb line as an obstructed area (front of parked vehicles). This area may not be used in the calculation of clear, unobstructed area.

6. Signs which do not comply with the standard design criteria (Appendix Chapter Q) may be approved by the development review committee on a case-by-case basis upon showing of reasonable cause.
7. Permitted signs shall be allowed on public property only during the actual hours of operation of the subject business.
8. Not more than one portable sign for any business shall be allowed upon public property.
9. For purposes of administering this section, a "sidewalk" shall mean the improved surface of concrete or asphalt 60 inches or more in contiguous width, designed and constructed to accommodate pedestrians. [Ord. 720B § 1, 2002.]



Uniform Development Regulations

Appendix Chapter "A"

Schedule of Fees and Charges

- Right-of-Way Permit\*
  - For Disturbance of Right-of-Way Permit (construction activity) - \$50.00
  - For Short Term and Temporary Use of Right-of-Way Permit Not Requiring Public Street Closure (less than 30 days) occupancy - ~~\$50.00~~ No Fee
  - For Short Term and Temporary Use of Right-of-Way Requiring Street Closure - \$100.00 fee per occurrence
  - For Long Term and Permanent Use of the Right-of-Way Permit ~~occupancy associated w/adjacent business~~ \$100.00 annual fee

\*There is no fee for City sponsored events or the Farmer's Market.