

PLEASE NOTE SPECIAL MEETING TIME

CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BOULEVARD, CHEHALIS, WA 98532

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

5:00 p.m.

January 14, 2013

EXECUTIVE SESSION		
1. Pursuant to RCW 42.30.110(1)(b) Purchase or Acquisition of Land. (City Manager)	---	

5:30 p.m.

WORK SESSION		
2. Discuss Chehalis Pool Project. (City Manager, Community Development Director, Connie Bode – Project Lead)	---	

Regular Meeting of Monday, January 14, 2013

6:00 p.m.

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
3. Call to Order. (Mayor)		
4. Pledge of Allegiance. (Mayor)		

SPECIAL BUSINESS		
5. <u>Chehalis Renaissance Update.</u> (City Manager, Larry McGee, David Hartz)	---	
6. <u>Council Committee/Board Appointments.</u> (Mayor)	---	1
7. <u>Report on Flood Authority/State Capital Project Proposal by the Governor's Office.</u> (City Manager, J. Vander Stoep, Arnold Haberstroh)	---	
8. Presentation of Certificate to Bob Nacht. (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		
9. <u>Minutes of the Regular Meeting of December 10, 2012, and the Special Work Session on Thursday, December 13, 2012.</u> (City Clerk)	APPROVE	4
10. <u>Vouchers and Transfers.</u> (Finance Manager)	APPROVE	10
11. <u>Approve Interlocal Agreement Between the City and Riverside Fire Authority for Fire Code Management Services.</u> (City Manager, Fire Chief)	AUTHORIZE CITY MANAGER TO EXECUTE AGREEMENT	13

ADMINISTRATION AND CITY COUNCIL REPORTS		
12. <u>Administration Reports.</u>		
a. Lewis County resolution regarding partnering of county and city services and internal support functions. (City Manager)	INFORMATION ONLY	
13. <u>Council Reports.</u>		
a. Councilor reports. (City Council)	INFORMATION ONLY	
b. Council committee reports. (City Council)	INFORMATION ONLY	

NEW BUSINESS

14. <u>Resolution No. 01-2013, First and Final Reading – Surplus of City Property.</u> (Fire Chief, City Clerk)	ADOPT AND AUTHORIZE CITY MANAGER TO EXECUTE INTERLOCAL AGREEMENT	21
15. <u>Resolution No. 02-2013, First and Final Reading – Approving the Formation of a Regional Fire Protection Planning Committee with the Riverside Fire Authority.</u> (City Manager, Councilor Dawes, Fire Chief)	ADOPT	26

**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, JANUARY 28, 2013

COUNCIL MEMBERSHIP ON COMMITTEES/BOARDS

1/2012

Committee / Board	Representative(s)	Date(s) Appointed	Meeting Information
Centralia Landfill Closure Group: Executive Committee Joint Board	City Manager (chair)	01/23/12	3 to 4 times per year on the 2 nd Thursday of a month 2:00 p.m. Centralia Utilities Department
Centralia-Chehalis Transportation Cooperative	Ketchum Taylor Spahr City Manager - staff Public Works Director-staff	01/23/12 01/23/12 01/23/12 01/23/12	3 rd Monday 7:00 a.m. Centralia City Hall
Chehalis Business Association	Harris Spahr City Manager – Admin Rep	01/23/12 01/23/12 01/23/12	3 rd Tuesday of each month 7:30 a.m. Sweet Inspirations
Chehalis-Napavine-LCSD No. 1 Sewer Operations	Pope	01/23/12	As needed
Chehalis River Basin Partnership	Harris (chair) Wiltzius – alternate Vaslauskas - alternate	01/23/12 01/23/12 01/23/12	4 th Friday of each month 9:30 a.m. Lucky Eagle Casino, Rochester
Chehalis Basin Flood Authority	Arnold Haberstroh-Primary Dr. J. Henricksen- Ait.	09/24/12 04/23/12	3 rd Thursday of each month 9:00 a.m. - Technical Workshop Veterans Museum or Lewis County offices 1:30 p.m. - Flood Authority Meeting Lewis County offices
Chehalis Community Renaissance Team	Pope City Manager Foley - Staff	01/23/12	2 nd Friday of each month 8:30 - 9:30 a.m. City Hall Basement (small meeting room)
Chehalis Foundation	Pope	01/23/12	3 rd Tuesday of each month 12:00 – 1:00 p.m. City Hall Basement (small meeting room)
Council Budget Committee	Dawes Harris Spahr	01/23/12 01/23/12 01/23/12	Annually during budget process
Council GMA Committee	Pope (chair) Dawes Ketchum	01/23/12 01/23/12 01/23/12	As needed and available Usually city offices
Council Voucher Approval Committee	Harris Dawes Pope	01/23/12 01/23/12 01/23/12	As needed twice per month to review and sign vouchers Finance Department

Cowlitz-Lewis Economic Development District Board	Spahr City Manager	01/23/12 01/23/12	Twice per year in January and July 12:00 p.m. (360-577-3041) Spiffy's Restaurant
Employee Emergency/Disaster Preparedness Committee	Harris K. Johnson - staff	01/23/12	1 st Tuesday Quarterly 1:30 p.m. City Hall – Jury Room
Lewis County EDC Board	Spahr	01/23/12	1 st Thursday of Feb., Apr., June, Aug., Oct., and Dec. 7:00 a.m. Kit Carson Restaurant
Lewis County Historical Museum Board	Dawes (Change to Lund 2013)	01/23/12	1 st Tuesday of each month 5:15 p.m. Museum meeting room
Lewis County Law & Justice Council	Schaffer –Staff Fox –Staff	01/23/12 01/23/12	As scheduled Lewis County Law and Justice Center
Lewis County LEOFF Disability Board	Bonnie Canaday (elected by Lewis County cities)		3 rd Friday of each month 3:00 p.m. Lewis County Commissioners Office
Lewis County Planned Growth (GMA) Committee	Spahr City Manager – alternate Nacht - Staff	01/23/12	1 st and 3 rd Mondays of each month 3:00 p.m. Various locations
Lewis County Public Transportation Benefit Area Authority (Twin Transit Board)	Taylor	01/23/12	3 rd Thursday of each month 8:00 a.m. Twin Transit Office, Centralia
Lewis County Solid Waste Advisory Committee	Harris	01/23/12	2 nd Wednesday of each month 1:00 p.m. Lewis County Transfer Station
Lewis County Solid Waste Disposal District Executive (Advisory) Committee	Harris	01/23/12	Once per year to approve the budget
Lewis County Traffic Safety Council	Sahlin –Staff	01/23/12	3 rd Wednesday of each month 7:00 a.m. Lewis County Sheriff's Training Room
Lewis County Transportation Strategy Council	Taylor City Manager Ketchum - alternate	01/23/12	2 nd Tuesday of each month 7:00 a.m. Kit Carson Restaurant
Lodging Tax Advisory Committee	Harris (chair) City Manager –staff Foley – staff	01/23/12 01/23/12	Once per year in September and as needed otherwise City Hall
North Lewis County Regional Fire Authority Planning Committee	Dawes, Spahr, Lund, Fire Chief –staff City Manager –staff	01/23/12	3 rd Wednesday of the month 6:30 p.m. District #6 Fire Station
Sister City Committee	Ketchum Foley –staff	01/23/12	Evenings as needed and available, usually more often in spring and summer City Hall

Rural Economic Development Public Facilities Advisory Committee Board	Centralia – 2010 (1 year cycle)	01/23/12	Annually (February – 2010) 9:00 a.m. Lewis County EDC Board Room
South Puget Sound FTZ Policy Committee	City Manager	01/23/12	2 nd Thursday of January, April, July, and October 9:00 a.m. Port of Olympia offices
SW WA Regional Transportation Planning Organization Board	Lund Ketchum – alternate	01/23/12 01/23/12	2 nd Wednesday of Feb., May, Sept., and Nov. 5:00 – 7:00 p.m. Various member locations throughout region

December 10, 2012

The Chehalis city council met in regular session on Monday, December 10, 2012, 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, Chad Taylor, and Dennis Dawes. Councilor Lund was absent (excused). Staff present included Merlin MacReynold, City Manager; Mark Scheibmeir, Assistant City Attorney; Judy Schave, City Clerk; Glenn Schaffer, Police Chief; Kelvin Johnson, Fire Chief; Bob Nacht, Community Development Director; Eva Lindgren, Finance Manager; Peggy Hammer, Human Resources Administrator; Becky Fox, Count Administrator; and Herta Fairbanks, Public Works Director. Members of the media included Kyle Spurr from *The Chronicle*.

1. **Interview Applicant for Sister City Committee Appointment.** The council interviewed Dennis Clark to replace Susan Gonzales on the Sister City Committee, whose term expires December 31, 2012.

2. **Briefing on New Program at American Behavioral Health Systems (ABHS), Inc.** City Manager MacReynold introduced Tony Prentice, ABHS Program Manager to brief the council on a new program in their facility.

Mr. Prentice reported ABHS was recently awarded another contract with the Department of Corrections to continue the work they are currently doing. He indicated their Chehalis facility was now an 'all male' facility, noting the females were now being housed in their facility in Spokane, Washington. Mr. Prentice reported ABHS has been reaching out to the community through various volunteer programs, such as The Salvation Army, Acres of Hope, Visiting Nurses, Providence Place, Love Inc., and the Southwest Washington Fair.

Mr. Prentice reported on a new pilot program (ABHS Specialty Services II) that recently opened at their Chehalis facility under a sister company for a legislatively mandated Medicaid funded program for both male and female clients. Mr. Prentice stated they had 16 clients in the program who rent the 3rd floor of their facility. He noted this reduced the client count in their portion of the facility from a capacity of 210 to 180. Mr. Prentice talked briefly about their new pilot program, noting after the nine month trial period they would go back to the Legislature to see if it is something they want to continue.

Mr. Prentice reported the last year had been pretty easy with regards to complaints, noting all of their clients are supervised 24/7.

Councilor Taylor thanked Mr. Prentice, noting he hadn't heard any complaints from his neighbors since their last meeting. He inquired about the new pilot program wanting to know what type of services those clients were receiving. Mr. Prentice reported they were there for drug and alcohol treatment, noting it was the same type of work they are doing, just under different funding. He stated it was a 30-day intensive in-patient treatment for low income people who are mostly on Medicaid.

Councilor Spahr asked if the specialty patients were supervised the same as the other patients. Mr. Prentice indicated they were.

Councilor Spahr inquired about the time the average patient stays in their facility. Mr. Prentice reported the specialty patients stay for 30 days. In the other part of the facility they have two separate programs: the Drug Offender Sensing Alternative Program where clients stay for three to six months; and the Offender Program clients who are there for 28 to 45 days.

3. **Employee Service Award.** Mayor Ketchum presented a certificate of appreciation to Finance Manager Eva Lindgren for five years of service with the city.

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

- a. Minutes of the regular meeting of November 26, 2012;
- b. Claim Vouchers No.104729-104823 in the amount of \$287,334.81 dated November 30, 2012; Payroll Vouchers No. 36151-36218, Direct Deposit Payroll Vouchers No. 3595-3667, and Electronic Federal Tax Payment No. 117 in the amount of \$647,826.03 dated November 30, 2012; and
- c. Approve appointment of Dennis Clark and reappointments of Etsuko Holmes and Sue Garmick to the Sister City Committee for four-year terms expiring December 31, 2016.

December 10, 2012

The motion was seconded by Councilor Taylor and carried unanimously.

5. Administration Reports.

a. **Work Session Reminder.** City Manager MacReynold reminded the council about the special work session scheduled for Thursday, December 13, at 5:30 p.m. to meet the three finalists for the community development director position.

b. **December 24, 2012 Council Meeting.** City Manager MacReynold recommended the council cancel the December 24, 2012, council meeting.

Councilor Dawes moved to cancel the December 24, 2012, city council meeting.

The motion was seconded by Councilor Spahr and carried unanimously.

c. **Update on City Hall Fire.** Fire Chief Kelvin Johnson reported, earlier in the day shortly before noon, they were dispatched to an alarm at city hall. He noted crews found smoke in the building and tracked it to the elevator panel in the electrical room in the basement. Chief Johnson stated Lewis County Fire District #6 was called in to help ventilate the building.

Chief Johnson also recognized former fire fighter George Benton who recently passed away. He noted Mr. Benton started with the city in 1952 and retired in 1984 as a fire captain.

6. Council Reports.

a. **Update From Councilor Spahr.** Councilor Spahr reported he attended a Chehalis Community Renaissance Team (CCRT) meeting on December 6, adding they were doing a tremendous job. He noted they had a list full of things they've done and another list of things they still want to do. Councilor Spahr suggested anyone interested in helping out should contact the city.

Councilor Harris reported CCRT Chairman Larry McGee recently stepped down because of his busy work schedule. He indicated David Hartz from Book 'n Brush would be taking his place, adding he was a wonderful volunteer and advocate for the community and would carry the torch well.

Councilor Harris also thanked Senator Elect John Braun and Buck Hubbert for attending the last CCRT meeting.

b. **Update From Councilor Dawes.** Councilor Dawes reported on November 29 he and Councilors Spahr and Lund met with City Manager MacReynold and Fire Chief Johnson to discuss a proposal to present to the council for consideration regarding the Regional Fire Authority.

Councilor Dawes reported on December 4 he attended his last meeting of the Lewis County Historical Museum Executive Board. He noted Councilor Lund was vacating the position of Treasurer and would be taking his position as the city's representative. Councilor Dawes stated the museum was in much better shape than it was last year, noting a lot of modernization had gone in and they continue to have a good core of volunteers.

Councilor Dawes reported he attended the United Way Campaign Celebration at the Holiday Inn Express on December 6, adding it was a good event.

c. **Update From Mayor Ketchum.** Mayor Ketchum reported the Santa parade went off really well this year, adding they had a lot of good floats and candy.

7. Ordinance No. 907-B, Second and Reading – Amending the 2012 Budget. City Manager MacReynold noted there were some changes to the ordinance from first reading, which were summarized in the report.

Councilor Harris moved that the council pass Ordinance No. 907-B as amended on second and final reading.

December 10, 2012

The motion was seconded by Councilor Taylor and carried unanimously.

8. **Recommendation Regarding the North Lewis County Regional Fire Authority.** Councilor Dawes reported, as stated earlier, the three city committee members met with City Manager MacReynold and Fire Chief Johnson to assess where they were at. He noted he was both surprised and disappointed that Lewis County Fire District #6 pulled out, but the city still had to do what was best for our citizens.

Councilor Dawes reported on the four areas that came up as questions. They included: governance; LEOFF 1 liabilities; assets and debt transfer; and taxation.

Governance:

Current - All of the fire commissioners are elected at-large.

Recommendation – Three council representatives for the city for four years; Representatives from city would be city council members; City would have equal representation (three) for at least four years. After four years, the governing board could look at possible changes to at-large positions.

LEOFF 1 Liabilities:

Current – Maintained by the city.

Recommendation – The city would keep LEOFF-1 and Pre-LEOFF liabilities.

Assets and Debt Transfer:

Current – No debt in city fire department.

Recommendation – All would go to the Fire Authority; Assets would go to Riverside Fire Authority, but there was interest in the building by the city should it no longer be used as a fire station.

Taxation:

Recommendation: Yet to be determined. Need to make sure whatever plan and staffing is determined, taxes paid by city residents would have to be the same or lower than current levels. Can the city give up \$1.50 of taxation and maintain remaining services?

Councilor Dawes reported he reviewed the recommendations with Riverside Fire Chief Jim Walkowski who didn't see any problem as far as anything being a deal breaker. He indicated they still needed to receive a resolution of withdrawal from Lewis County Fire District #6, adding he had contacted their board chairman asking for the resolution.

Councilor Dawes reported if the council concurs with the committee's recommendations, the city would need to pass another resolution similar to the one already adopted. He stated Riverside Fire Authority was going to look at doing that at their next meeting and Chief Walkowski would send him over a copy, so we don't have to re-create it.

Councilor Dawes strongly recommended they move forward with the process, adding the time was right and there was no doubt in his mind that the model that appears to be envisioned is one that would provide the city with a higher level of service than what we're able to provide right now. He noted that wasn't to say better people, only the possibility of more staffing at a cost that would not increase the overall taxation to our residents.

Councilor Taylor moved that the council support the Planning Committee recommendations as outlined in Attachment "A."

Councilor Harris seconded the motion.

Councilor Harris thanked the committee for getting together to work out the details. He noted the statement regarding right of first refusal on the building answered all of his questions concerning the building. Councilor Harris noted the only other thing he had questions on was the taxation issue. He suggested as soon as they get the numbers on that he would have no

December 10, 2012

problem with it. Councilor Harris stated he too was disappointed that District #6 dropped out, adding it could have been a win for everyone.

Councilor Spahr asked if they might be getting a little ahead of themselves since District #6 hadn't officially withdrawn. Councilor Dawes stated they didn't have to take action that evening because the Regional Fire Authority Planning Committee wouldn't be meeting until January. He talked briefly about the timeline, noting the chiefs had been gathering information and felt they were not going to lose any steps in the process, and the timeline they originally set out was one that was still reachable. Councilor Dawes believed there was still interest by the Regional Fire Authority Planning Committee members to continue talks, as long as the city is interested. He indicated there was still work to do, adding it was suggested they start meeting twice a month to keep things moving.

The motion carried unanimously.

9. **Resolution No. 18-2012, First and Final Reading – Establishing an Employee Wellness Program.** Court Administrator Becky Fox reported the city has an opportunity to participate in an "Employee Wellness Program" next year, using the guidelines supported by the Association of Washington Cities. She noted the goal was to promote wellness for employees and to enhance their personal lives. Ms. Fox suggested the program might benefit the city by reducing absenteeism, and to gain better control of our healthcare costs. She stated they didn't anticipate a lot of group activities, but hoped to encourage employees to incorporate everyday healthy habits. Ms. Fox reported the first step in developing the program was to get council approval by resolution, to allow a committee to be formed.

Councilor Dawes asked if this was the same thing as the "Well Cities" program. Ms. Fox indicated it was. Councilor Dawes stated if they were successful with the program the city would receive a two percent reduction in health costs. Ms. Fox stated that was correct, but it wouldn't be realized until 2015. She stated they would try and reach that goal, noting the reduction of health care costs would be a great benefit to the city.

Councilor Spahr moved to adopt Resolution No. 18-2012 on first and final reading.

The motion was seconded by Councilor Harris and carried unanimously.

10. **Resolution No. 19-2012, First and Final Reading – Amending the City's Alcohol and Drug-Free Work Place Policy.** Human Resources Administrator Peggy Hammer reported there may be some confusion brought on by the passage of Initiative 502, noting the new law concerning marijuana states you cannot grow it, buy it, sell it, or trade it, but you can have it.

Ms. Hammer stated the administration wants to make sure it's very clear in our workplace policy that by illegal drugs they mean, "any drug considered illegal under any federal, state or local law or statute." She recommended the council adopt the resolution to have language added to the city's current workplace policy to that effect.

Councilor Pope moved to adopt Resolution No. 19-2012 on first and final reading.

The motion was seconded by Councilor Spahr and carried unanimously.

Councilor Taylor asked how the city was going to handle the new law. Police Chief Glenn Schaffer stated they were going by the recommendation of the prosecutor's office, which was the possession of one ounce of marijuana was legal. He noted they were still waiting for some clarification, so the direction to the officers at this time was to pretty much keep doing things as they always have been, and to follow state law until the state receives direction otherwise from the feds.

There being no further business to come before the council, the meeting adjourned at 6:43 p.m.

Mayor

December 10, 2012

Attest:

City Clerk

SUGGESTED MOTION

I move that the council approve the minutes of the regular city council meeting of December 10, 2012.

December 13, 2012

The Chehalis city council met in a special work session on Thursday, December 13, 2012, in the Chehalis city hall. Mayor Pro-tem Harris called the meeting to order at 5:29 p.m. with the following council members present: Dr. Isaac Pope, Bob Spahr, Daryl Lund, and Dennis Dawes. Mayor Tony Ketchum and Councilor Taylor were absent (excused). Staff present included: Merlin MacReynold, City Manager; Bob Nacht, Community Development Director; Eva Lindgren, Finance Manager; Becky Fox, Court Administrator; and Peggy Hammer, Human Resources Administrator.

1. **Resolution No. 20-2012, First and Final Reading – Declaring an Operational Emergency in City Hall.** City Manager MacReynold reported the fire in city hall on December 10 turned out to be more extensive than thought.

Bob Nacht reported the fire earlier in the week started in the control panel system for the elevator, noting all of the relays and electrical system burned up. He stated the city's insurance company was contacted and they were working directly with Human Resources Administrator Peggy Hammer and staff on what needs to be done to the building. Mr. Nacht reported they had a cleaning company on board, noting there were a number of issues that had to be addressed, particularly the contaminants that were in the smoke that was deposited throughout the building.

Mr. Nacht reported one of the issues the city was facing was the city's requirements for competitive bidding on public works projects. He noted in this particular case, staff was presenting a request to the council to adopt a resolution declaring an emergency to satisfy some of the RCW requirements on how to deal with emergency situations and the competitive bidding process.

Councilor Spahr moved that the council adopt Resolution No. 20-2012 on first and final reading.

The motion was seconded by Councilor Dawes and carried unanimously.

2. **Meet and Greet the Three Finalists for Community Development Director.** The city council met and asked questions of the final three candidates applying for the position of community development director. The three finalists were Dennis Osborn, Jeffrey Niten, and Lynn Deitrick. Each was given a chance to talk about their background and tell the council why they were interested in being the next community development director in Chehalis.

There being no further business to come before the council, the meeting adjourned at 6:01 p.m.

Mayor

Attest:

City Clerk

SUGGESTED MOTION

I move that the council approve the minutes of the special work session of December 13, 2012.

CITY OF CHEHALIS
AGENDA REPORT

DATE: December 14, 2012
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager *EL*
PREPARED BY: Michelle White, Accounting Tech II *MW*
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

Claim Vouchers No. 104824 through 104953 in the amount of \$1,053,948.62 dated December 14, 2012 and the transfer of 97,658.28 from the General Fund, \$96.90 from the Gambling Enforcement Fund, \$219.24 from the Garbage Fund, \$884,226.41 from the Wastewater Fund, \$69,190.02 from the Water Fund, \$2,477.77 from the Storm & Surface Water Utility Fund and \$80.00 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the December 14, 2012 Claim Vouchers No. 104824 through 104953 in the amount of \$1,053,948.62.

SUGGESTED MOTION

I move to approve the December 14, 2012 Claim Vouchers No. 104824 through 104953 in the amount of \$1,053,948.62.

Reviewed by: , City Manager

CITY OF CHEHALIS
AGENDA REPORT

DATE: December 31, 2012
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager *EL*
PREPARED BY: Michelle White, Accounting Tech II *MW*
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

Claim Vouchers No. 104954 through 105042 and EFT No. 112012 and 1220121 in the amount of \$106,784.99 dated Decembere 31, 2012 and the transfer of \$43,584.07 from the General Fund, \$35,850.96 from the Tourism Fund, \$697.69 from the Federal & State Grants Fund, \$10,194.94 from the Wastewater Fund, \$13,525.03 from the Water Fund, \$1,901.03 from the Storm & Surface Water Utility Fund and \$1,031.27 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the December 31, 2012 Claim Vouchers No. 104954 through 105042 and EFT No. 112012 and 1220121 in the amount of \$106,784.99.

SUGGESTED MOTION

I move to approve the December 31, 2012 Claim Vouchers No. 104954 through 105042 and EFT No. 112012 and 1220121 in the amount of \$106,784.99.

Reviewed by: *Wendy Reynolds*, City Manager

CITY OF CHEHALIS
AGENDA REPORT

DATE: December 31, 2012
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:

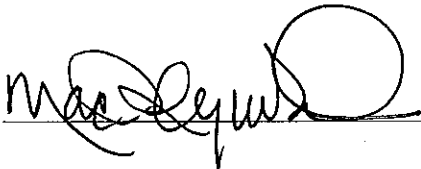
Payroll Vouchers No. 36219 through 36287, Direct Deposit Payroll Vouchers No. 3668 through 3739, and Electronic Federal Tax Payment No. 118 in the amount of \$683,878.94 dated December 31, 2012, and the transfer of \$466,048.03 from the General Fund, \$9,171.14 from the Arterial Street Fund, \$17,508.24 from the Gambling Enforcement Fund, \$107.15 from the Garbage Fund, \$81,930.31 from the Wastewater Fund, \$82,987.49 from the Water Fund, \$21,545.11 from the Storm & Surface Water Utility Fund, and \$4,581.47 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the December 31, 2012, Payroll Vouchers No. 36219 through 36287, Direct Deposit Payroll Vouchers No. 3668 through 3739, and Electronic Federal Tax Payment No. 118 in the amount of \$683,878.94.

SUGGESTED MOTION

I move to approve the December 31, 2012, Payroll Vouchers No. 36219 through 36287, Direct Deposit Payroll Vouchers No. 3668 through 3739, and Electronic Federal Tax Payment No. 118 in the amount of \$683,878.94.

Reviewed by:  _____, City Manager

**CITY OF CHEHALIS
AGENDA REPORT**

DATE: January 14, 2013
TO: The Honorable Mayor and City Council
FROM: Fire Chief Kelvin Johnson
SUBJECT: Fire Code Inspections and Enforcement Services

ISSUE

The Chehalis Fire Department is in need of a qualified program to conduct portions of a Fire Code Inspections and Enforcement Program.

DISCUSSION

During the budget strategy planning process, certain portions of the Fire Code Inspections and Enforcement Services was identified by the city administration as an area where potential savings could be made if the service was contracted out instead of being performed by city personnel.

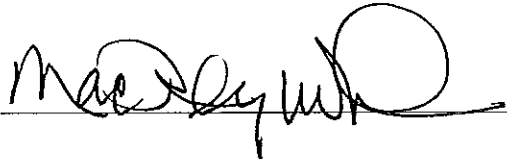
Ultimately, an agreement was reached with the Riverside Fire Authority (RFA) to provide these services on a yearly contract starting in 2012 with options to renew on a yearly basis. The RFA has performed well and therefore the City Administration and Fire Chief Walkowski desire to renew the contract for 2013. The RFA Board of Commissioners has authorized Chief Walkowski to enter into an agreement to continue to perform such services for the Chehalis Fire Department. (See attachment)

RECOMMENDATIONS/COUNCIL ACTION DESIRED

It is recommended that the council authorize the City Manager to execute the Interlocal Agreement with the Riverside Fire Authority to provide said Fire Code Inspection and Enforcement Services for 2013.

SUGGESTED MOTION

I move that the council authorize the City Manager to execute the Interlocal Agreement with Riverside Fire Authority to continue to provide Fire Code Inspections and Enforcement Services for 2013.

Reviewed by:  , City Manager

Date: December 11, 2012

Subject: Fire Code Management Agreement Inter-local Agreement

Prepared By: Chief Walkowski

<p>Background:</p>	<p>At the November 9, 2011, Board meeting, I briefed the Board regarding the potential opportunity for the RFA to provide fire code management services via an inter-local agreement with the City of Chehalis. The City is seeking a trained professional to conduct plan reviews, fire code and life safety inspections, and enforcement of the International Fire Code and Municipal Code.</p> <p>Further discussions occurred that identified a possible venture between the City and the RFA from a shared or cooperative fire service initiative such as the delivery of fire code management and inspection services. Engaging in a cooperative partnership could be a cost saving, fiscally responsible method to provide a high level of service to our community while reducing redundancy.</p> <p>With that said, the City and the RFA developed an ILA addressing the needs of the City and the interests of the RFA in providing requested services for the City that are realistic and attainable based on the current workload for the RFA Fire Marshal.</p> <p>During the first 45 days of providing services for the City, the Fire Marshal dedicated 49 hours of service to the City. The high number of hours was a result of numerous plan reviews that had not been completed over a period of a couple of months. I anticipate that future activity will result in 15-20 hours/month committed to fulfill the deliverables of the ILA.</p> <p>The proposed ILA would be effective for one (1) year duration with the option to extend three (3) additional years in one (1) year intervals. In addition, the hourly rate is based on the salary and benefits for the Fire Marshal position, associated mileage, and the ability to recover administrative costs as necessary.</p> <p>I have attached a copy of the proposed ILA for your review and consideration.</p>
<p>Fiscal Impact:</p>	<p>No negative fiscal impact anticipated.</p>
<p>Recommendations:</p>	<p>To approve.</p>
<p>Proposed Motion:</p>	<p>To authorize the Fire Chief to execute the attached Inter-local Agreement Between the City of Chehalis and Riverside Fire Authority for Fire Code Inspections and Enforcement Services.</p>

**City of Chehalis
350 N. Market
Chehalis, WA 98532**

**AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CHEHALIS AND
RIVERSIDE FIRE AUTHORITY
FOR FIRE CODE INSPECTIONS AND ENFORCEMENT SERVICES**

THIS AGREEMENT is made and entered into this 3rd day of January, 2013, by and between the City of CHEHALIS, WASHINGTON, a municipal corporation, hereinafter referred to as "City", and Riverside Fire Authority, a fire authority, hereinafter referred to as "RFA", under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW,

WITNESSETH:

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, the City is required by Ch. 48.48 RCW to provide the services of a fire marshal or other such fire authority designated by the Fire Chief to conduct fire code inspections and enforcement; and

WHEREAS, the City is required by City Municipal Code 2.30.050 to provide the functions and duties of the department shall include fire prevention, fire suppression, fire investigations, fire code plans review and enforcement, emergency medical services, and such other related functions and duties as may be assigned from time to time by the city manager. [Ord. 767B, 2004.]

WHEREAS, pursuant to RCW 48.48.060(3), the City is expressly entitled to enter into interlocal agreements to carry out such duties in the incorporated areas of Chehalis and its UGA, and RFA has the staff and resources available to provide certain other services in the City and the UGA in an effective and cost-efficient manner; and

WHEREAS, the City and RFA find it mutually beneficial and in the public interest to enter into an interlocal services agreement for RFA to provide fire code inspection, plans review and enforcement services to the Chehalis and UGA residents;

NOW, THEREFORE, THE CITY AND RFA agrees as follows:

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SECTION 1. PURPOSE, TERM AND EXTENSION OF AGREEMENT. The purpose of this Agreement is to ensure high quality and uninterrupted fire code inspection, plans review and enforcement services to the Chehalis residents and UGA of the city during the period between _____, 2012, and _____, 20___. This agreement may be thrice extended for additional, one-year terms upon written notification by the City to the RFA of not less than thirty (30) days prior to the expiration of the current-year term, and upon the agreement of the parties to the hourly fee, and other terms or amendments for the following year.

SECTION 2. SCOPE OF FIRE CODE INSPECTION AND ENFORCEMENT SERVICES. The scope of services provided by the RFA within the City and UGA addressed by this Agreement shall be as specified in Sections 4 and 5 of this Agreement, and any attached Appendix or Amendment incorporated herein by reference as if fully set forth.

SECTION 3. FINANCIAL ADMINISTRATION. The fair cost for provision of fire code inspections, plans review and enforcement services shall be provided at the rate of \$58.83 per hour and reimbursement for mileage transportation at a rate consistent with the State of Washington mileage reimbursement rate under §4.4. This rate reflects the actual expenses incurred by the RFA for said services of its fire marshal not inclusive of additional administrative expenses during the period said services are being performed by RFA on behalf of the City.

SECTION 4. RESPONSIBILITIES OF RFA. The RFA agrees to provide the following fire code inspection, plans review and enforcement services to the City and UGA as outlined below.

1.0 INTRODUCTION

1.1 The City of Chehalis is soliciting requests for proposal to provide Fire Code Inspections and Enforcement services. The City of Chehalis provides plan reviews, fire code and life safety inspection, and enforcement of the International Fire Code and Municipal Code as related to said reviews and inspections. This position provides direction/supervision of the employees of the fire department through the Fire Chief. Permit requirements are included in these functions. The city wishes to continue this service by contracting these duties.

2.0 STATEMENT OF QUALIFICATION REQUIREMENTS

- 2.1 ICC Fire Plans Examiner, Fire Inspector II Certified.
- 2.2 Five (5) years minimum cumulative firefighting and fire code enforcement experience.
- 2.3 Knowledge of fire prevention principles and practices.
- 2.4 Must have valid liability and errors and/or omissions insurance.

- 2.5 Must provide and maintain their own equipment, and cover all costs associated with providing services.

3.0 SCOPE OF WORK

3.1 Must be able to perform the following services in a timely and reasonable manner:

- a. The RFA shall provide to the City consultation services regarding fire code inspection and enforcement services to include assisting City personnel as necessary in the provision of said services.
- g. Provide timely replies to inquiries regarding application of the IFC, to include reasonable availability on a consistent basis. Inquiries include meetings, e-mails, and telephone calls.
- h. Provide assistance to the City Fire Chief regarding fire and life safety inspections that exceed his/her scope of practice, expertise, or certification level to include; corrective actions required, interaction with business owners/occupants regarding corrective actions required to meet compliance, and inspection follow-up to confirm code compliance.
- l. Provide all completed Fire Code Related documents to City of Chehalis Department of Community Development for filing.
- n. Conduct specialty inspections to include permitting as required. Examples include fireworks stands, temporary displays or businesses activities such as garden, craft, vendor, fairs in malls or other open areas.
- o. May be requested to conduct inspections outside of the city limits as required per contract with the Lewis County Fire Marshal. (Determination of subcontractor clause. See Section 12 below).
- p. Review trends and developments in the area of fire and life safety inspections and make recommendations to the Fire Chief.

4.1 RFA will perform any plan reviews and associated follow-ups as reasonably requested by the City Fire Chief.

4.2 Other associated Fire Code Inspection and Enforcement work may be performed when mutually agreed upon by the representatives of the City and the RFA.

4.3 The City welcomes input from the RFA on the operation of its fire marshal service. Any operational concerns should initially be raised with the City Fire Chief. In addition, if regular meetings are deemed necessary by the RFA to discuss issues regarding fire marshal services, they will be arranged by representatives of the RFA and with said City representative.

SECTION 5. RESPONSIBILITIES OF THE CITY. The City agrees to meet the following responsibilities under this Agreement:

5.1 The City shall grant to the RFA personnel assigned to provide fire code inspection, plans review and enforcement services the authority to enforce the provisions of Ch. 48.48 RCW, and associated City fire marshal duties pertaining to civil and criminal fire code infractions.

5.2 The City shall provide to the RFA personnel assigned to fire code inspection, plans review and enforcement services the assistance of City personnel necessary to assist the RFA in providing fire code inspection and enforcement services, as approved by the City Fire Chief.

5.3 Provide for timely payment of the services provided for in this Agreement upon receipt of a properly constituted and prepared billing by RFA.

SECTION 6. ADMINISTRATION. This Agreement shall be administered by the City Manager and by the Fire Chief of the RFA.

SECTION 7. DISPUTE RESOLUTION. In the event of a dispute between the City and the RFA regarding the delivery of services under this Agreement, the Fire Chiefs of the City Fire Department and the RFA, shall review such dispute and options for resolution. Any dispute not resolved by these representatives shall be referred to the City Manager and the RFA Governing Board. The decision of the City Manager and the RFA Governing Board regarding the dispute shall be final as between the parties.

If any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the City Manager and RFA Governing Board may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 8. INDEPENDENT CONTRACTOR. As used in this Agreement, "City" means the party that solicits and pays for services and "RFA" means the party that contracts to provide those services. The RFA is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in the Agreement. Nothing herein nor in any of the Agreement shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and the RFA or between any of the RFA's employees or agents. The RFA shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the RFA pursuant to this Agreement. Nothing in this Agreement shall make any employee of the RFA an employee of the City or any employee of the City an employee of the RFA for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

SECTION 9. HOLD HARMLESS/INDEMNIFICATION. The RFA in this Agreement agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by the RFA of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the City retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the City by an employee of the RFA or subcontractor or agent of the RFA, even if the RFA is thus otherwise immune from liability pursuant to the workers, compensation statute, Title 51 RCW.

The City in this Agreement agrees to indemnify, defend, save and hold harmless the RFA, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by the City of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the RFA, the City retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the RFA by an employee of the City or subcontractor or agent of the City, even if the RFA is thus otherwise immune from liability pursuant to the workers, compensation statute. Title 51 RCW.

SECTION 10. ASSIGNMENT/SUBCONTRACTING. Neither the City nor the RFA shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other. The RFA shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

SECTION 11. NON-DISCRIMINATION. In connection with the provision of services pursuant to this Agreement, the RFA shall not discriminate against any employee or applicant for employment or against any consumer of or applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation. The RFA and City each certify that it is an Equal Employment Opportunity Employer.

SECTION 12. NO THIRD PARTY BENEFICIARY. The RFA does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the RFA. The City and the RFA do not intend there be any third-party beneficiary to this Agreement.

SECTION 13. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the RFA
Riverside Fire Authority
1818 Harrison Ave.
Centralia, WA 98531-1905
Attention: Fire Chief

To the City:
Chehalis Fire Department
City of Chehalis
455 NW Park St.
Chehalis, WA 98532
Attention: Fire Chief

Either the City or the RFA giving the other notice of such change as provided in this section may change the name and address to which notices shall be directed.

SECTION 14. WAIVER. No waiver by either party of any term or condition of this Agreement or Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 15. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 16. AMENDMENT AND TERMINATION. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties. Either party may terminate this agreement for public convenience upon not less than sixty (60) days prior written notice to the other party.

SECTION 17. DOCUMENT EXECUTION AND FILING. The City and the RFA agree that there shall be duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the City and the RFA. Upon execution, the executed duplicate of this Agreement shall be returned to the City Clerk which shall file a copy of this Agreement with the County Auditor. Upon receipt by the City Clerk of the duplicate originals, each such duplicate original shall constitute an agreement binding upon both City and the RFA.

SECTION 18. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the City and the RFA have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement

Agreements to be dated as of the 3rd day of January, 2013, the same being subject to ratifying legislative actions of the respective parties, hereto.

CITY OF CHEHALIS, a municipal corporation
CHEHALIS, WASHINGTON

RIVERSIDE FIRE AUTHORITY
CENTRALIA, WASHINGTON

By: _____
City Manager

By: 
Fire Chief

Approved as to form, only:

City Attorney

CITY OF CHEHALIS
AGENDA REPORT

Date: January 8, 2013
To: The Honorable Mayor and City Council
From: Kelvin Johnson, Fire Chief
Judy Schave, City Clerk
Subject: Surplus Property

ISSUE

The fire department has certain property that is no longer used or needed. State law requires that property must first be declared surplus by the city council before being sold or transferred.

DISCUSSION

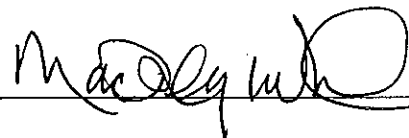
The fire department has several SCBA (self contained breathing apparatus) components that they wish to declare surplus. These older components are not compatible or interchangeable with the SCBA's we currently use that were acquired with the help of the Assistance to Firefighters Program (FIREACT grant). These components included 10 masks, 12 air bottles, 7 back packs, 5 brackets and 6 buddy breather lines. The administration is desirous of entering into an interlocal agreement with Lewis County Fire District No. 13 to transfer these pieces of equipment over to them for their use and possession. Attached are the proposed interlocal agreement and Resolution No. 1-2013 for the council's consideration.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council adopt Resolution No. 01-2013 on first and final reading and authorize the city manager to execute the interlocal agreement.

SUGGESTED MOTION

I move that the council adopt Resolution No. 01-2013 on first and final reading and authorize the city manager to execute the interlocal agreement.

REVIEWED BY: , City Manager

RESOLUTION NO. 01-2013

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 SALE AND 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.

Chehalis Fire Department:

1. Self Contained Breathing Apparatus Components – 10 masks, 12 air bottles, 7 back packs, 5 brackets and 6 buddy breather lines.

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 14th day of January, 2013.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

INTERLOCAL AGREEMENT
FOR TRANSFER OF SCBA COMPONENTS
BETWEEN
THE CITY OF CHEHALIS, WASHINGTON AND LEWIS COUNTY FIRE DISTRICT
NO. 13

THIS AGREEMENT is made and entered into this 14th day of January, 2013, by and between the **CITY OF CHEHALIS, WASHINGTON**, a municipal corporation, hereinafter referred to as "Chehalis", and **LEWIS COUNTY FIRE DISTRICT NO. 13**, a municipal fire district, hereinafter referred to as "District".

W I T N E S S E T H:

WHEREAS, Chehalis is declaring surplus SCBA components including 10 masks, 12 air bottles, 7 back packs, 5 brackets and 6 buddy breather lines which are no longer needed by Chehalis; and

WHEREAS, District is desirous of acquiring the use and possession of said equipment being declared as surplus by Chehalis for District use; and

WHEREAS, it is the desire of Chehalis and District to reduce to written agreement the transfer of such equipment pursuant to Chapter 39.34, Revised Code of Washington, which provides for interlocal agreements for public benefit; now, therefore,

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

1. Purpose. The purpose of the Agreement is to provide for a definitive agreement regarding the transfer of surplus air compressor between Chehalis and District.
2. Implementation. It is the intent of the parties to this Agreement for Chehalis to transfer such surplus equipment to the district upon execution of this Agreement.
3. Effective Date. This Agreement shall be effective and enforceable upon its execution.

4. Interagency Cooperation. Chehalis and District agree that each entity shall act together for the purpose of cooperating in the implementation, facilitation, and other needs necessary to provide for the completion of this Agreement.

5. Obligation of Chehalis. Chehalis shall surplus the SCBA components, and transfer the same to District.

6. Obligation of District. District agrees to receive the equipment being surplus as referred to herein.

7. Compliance With Applicable Laws. The parties hereto agree that all applicable laws, ordinances, and resolutions of the state of Washington and each entity shall be followed in the application of this Agreement.

8. Hold Harmless. Each party to this Agreement agrees to hold the other harmless from any and all claims arising out of the transfer, use, and possession of the surplus equipment referred to herein. Chehalis does not warrant the condition of the property, which is being transferred to District "as is, where is". All responsibility for the maintenance and certification of such equipment falls on District.

9. Severability. If any portion of this Agreement is changed, or any portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

10. Filing With County Auditor. A copy of this Agreement shall be filed with the Lewis County Auditor pursuant to RCW 32.34.040.

11. Authority to Bind. Each of the parties to this Agreement certifies that the person signing this Agreement has the authority to bind the respective governing body to all of the terms and conditions of this Agreement.

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

CITY OF CHEHALIS, WASHINGTON LEWIS COUNTY FIRE DISTRICT NO. 13

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

**CITY OF CHEHALIS
AGENDA REPORT**

Date: January 8, 2013
To: The Honorable Mayor and City Council
From: Kelvin Johnson, Fire Chief
Subject: Resolution No. 2-2013 - Approving the Formation of a Regional Fire Protection Service Authority Planning Committee

ISSUE

With the withdrawal of Lewis County Fire District No. 6, there is a need to adopt a new resolution formalizing a new Regional Fire Authority Planning Committee (RFAPC) between the City and Riverside Fire Authority.

DISCUSSION

For approximately the last 2 years there has been a formal Regional Fire Authority Planning Committee meeting to study the potential options of providing fire, EMS and associated other services in a more effective and cost efficient manner. Lewis County Fire District's # 5 and #6 have since withdrawn from the Planning Committee. The City of Chehalis and Riverside Fire Authority have expressed an interest in continuing this process. Resolution 02-2013 would formally approve the City Councils desire.

If approved, this resolution only allows for a planning process. The final decision after this planning process will be for the council to decide what plan or if any plan would be placed before the voters.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council adopt Resolution No. 2-2013 formalizing their continued participation in the RFAPC.

SUGGESTED MOTION

I move that the council adopt Resolution No. 2-2013 authorizing the cities participation in a RFAPC with the Riverside Fire Authority.

Reviewed by  _____, City Manager

RESOLUTION NO. 02-2013

**A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON,
APPROVING THE FORMATION OF A REGIONAL FIRE PROTECTION
SERVICE AUTHORITY PLANNING COMMITTEE**

WHEREAS, any two or more adjacent fire protection jurisdictions may create a regional fire protection service authority and convene a regional fire protection service authority planning committee; and

WHEREAS, the Chehalis City Council has determined that it is in the best interest of the City of Chehalis to engage in the planning process for a regional fire protection service authority with the City of Chehalis as authorized in Chapter 52.26 RCW; and

WHEREAS, RCW 52.26.030(2) requires that each participating jurisdiction shall appoint three elected officials to the authority planning committee; and

NOW, THEREFORE, BE IT RESOLVED by the City of Chehalis that:

Section 1. The City of Chehalis shall participate as part of a planning committee to explore the formation of a Regional Fire Protection Service Authority and has selected Chehalis City Councilors Dennis Dawes, Daryl Lund and Bob Spahr to serve on the Planning Committee.

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 14th day of January, 2013.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney