

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

July 22, 2013

4:45 p.m.

EXECUTIVE SESSION		
1. <u>Executive Session Pursuant to RCW 42.30.110(1)(i) – Potential Litigation.</u> (City Manager, Human Resources Administrator)	---	

Regular Meeting of July 22, 2013

5:00 p.m.

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

SPECIAL BUSINESS		
4. <u>Interview Applicants for Chehalis Planning Commission Vacancies.</u> (Mayor)	---	1

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.

PROCLAMATIONS / PRESENTATIONS

5. Proclamation - Recognizing Babe Ruth League. (Mayor)

CONSENT CALENDAR

6. Minutes of the Regular Meeting of July 8, 2013. (City Clerk)

APPROVE

5

7. Vouchers and Transfers. (Finance Manager)

APPROVE

7

8. Authorize City Manager to Execute Application for FAA Grant Offer for Airport Improvement Project in the Amount of \$91,200. (Airport Manager)

AUTHORIZE CITY MANAGER TO
EXECUTE FAA GRANT OFFER IN
THE AMOUNT OF \$91,200

8

ADMINISTRATION AND CITY COUNCIL REPORTS

9. Administration Reports.

a. Quarterly and June financial report. (Finance Manager)

INFORMATION ONLY

27

b. Quarterly sales and use tax report. (Finance Manager)

INFORMATION ONLY

33

c. Update on code amendments. (Community Development Director)

INFORMATION ONLY

10. Council Reports.

a. Councilor reports. (City Council)

INFORMATION ONLY

b. Council committee reports. (City Council)

INFORMATION ONLY

UNFINISHED BUSINESS

11. <u>Ordinance No. 912-B, Second and Final Reading – Revisions to the Chehalis Municipal Code for Fill and Grade Permitting.</u> (City Manager, Public Works Director)	PASS	34
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NEW BUSINESS

12. <u>Authorize City Manager to Execute Interlocal Agreement Between the City and Lewis County Establishing a Cost Sharing Partnership for Licensed Pictometry Imagery and Software Services.</u> (City Manager, Public Works Director)	AUTHORIZE CITY MANAGER TO EXECUTE INTERLOCAL AGREEMENT	47
13. <u>Resolution No. 11-2013, Adopting Procedures for Distribution of "Keys to City."</u> (City Manager)	ADOPT	58
14. <u>Consider Application for Naming the Renovated Outdoor Pool and Interior Features of the Facility.</u> (City Manager, Community Development Director)	APPROVE APPLICATION FOR NAMING RENOVATED POOL AND NAME PLAQUES RECOGNIZING SIGNIFICANT FINANCIAL SUPPORT BY CONTRIBUTORS FOR ELEMENTS OF THE POOL	60

**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, AUGUST 12, 2013

**CITY OF CHEHALIS
AGENDA REPORT**

DATE: July 10, 2013
TO: The Honorable Mayor and City Council
FROM: Dennis Osborn, Community Development Director
SUBJECT: Appointments to the Chehalis Planning Commission

ISSUE

The city currently has two vacancies on the Chehalis Planning Commission. The 4-year term of Arnold Haberstroh expired at the end of 2012 and he does not wish to be reappointed. Adam Holgate, whose term expires at the end of 2013, recently submitted his resignation from the Commission.

DISCUSSION

The city has received applications from Raymond Berger and Craig Steepy who wish to be consideration of appointment to the Chehalis Planning Commission. Appointment is made by the mayor and confirmed by the city council. The mayor will need to consider one appointment for the 4-year term, and one appointment to fill the unexpired term of Mr. Holgate through December 31, 2013.

The applications from both applicants are attached for review.

The Chehalis Planning Commission is responsible for reviewing all plats and plans of subdivisions of land within the city or proposed additions, as well as dedications of streets and alleys, and makes recommendations and reports to the council. One of the main responsibilities of the Chehalis Planning Commission is to review the comprehensive plan for the city and to prepare amendments as needed, or as directed by the city council.

RECOMMENDATION/COUNCIL ACTION DESIRED

No recommendation or action is required at this time. The administration will provide a recommendation from the Mayor at the next regular meeting for council consideration.

SUGGESTED MOTION

For interview purposes only.

Reviewed by:  _____, City Manager

City of Chehalis APPLICATION FOR APPOINTMENT

Date 6/20/2013

(The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meet the required criteria for each Board, Commission or Committee. Please see below the corresponding RCW, CMC, or Resolution for appointment criteria. For more information contact city clerk at 360-345-3225)

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

- Airport Board (RCW 14.08)
- Lodging Tax Advisory Committee (Resolution 1-98)
- Historic Preservation Commission (CMC 2.66)
- Civil Service Commission (CMC 2.56 and RCW 4.108-Fire, RCW 41.12-Police
- Sister City Committee (CMC 2.80)
- Planning Commission (CMC 2.48)
- Library Board (RCW 27.12)
- Chehalis River Basin Flood Authority

Please print

Name Raymond Berger

Present employer Phoenix Therapeutic

Employer address 409 S. Market Blvd, Chehalis Phone No. 360-827-1666

Fax No. 360-219-1185 E-mail rjb1958@gmail.com

Home address 265 SW 2nd St., Chehalis Home Phone No. 360-996-4069

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

If yes, please explain _____

Date available for appointment Now

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

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

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

I worked for Thurston County's Solid Waste Division as an intern in 1990; served on the City of Olympia Solid Waste Advisory Committee from 1991-1996, the Energy Outreach Center (now Climate Solutions) in 1992-93 doing heat loss analyses for energy code compliance and site characterization studies

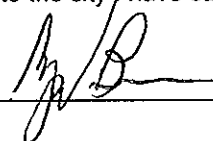
I graduated from Evergreen in 1992 with Urban Planning as my focus area. I was a member of the American Planning Association and the Planning Association of Washington from 1990-1996.

I was involved with Growth Management Act implementation with the Thurston County Long-Range Planning Department and attended a California Planning conference as a PAW member in February of 1993.

In graduate school, I was very focused on groundwater hydrology, and have a good understanding of groundwater, flood zones, and riparian areas, both through the Planning Commission and through academics.

Having been an informed observer of planning changes in Washington for a quarter century, I have the institutional memory as well.

This background gives me a solid background to make a positive contribution to the city I have called home for the last four years, and this is why I am applying for a seat on the planning commission.

Signature 

Please return completed form to: Office of the City Clerk
350 N Market Blvd Rm 101, Chehalis WA 98532

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

Dear Mr. MacReynold:

I am interested in serving on the Chehalis Planning Commission, after four years of living in the City of Chehalis. I have a long history of public service, including working for Thurston County's Solid Waste Division as an intern in 1990, serving on the Solid Waste Advisory Committee for the City of Olympia from 1991-1996, and the Energy Outreach Center (now Climate Solutions) in 1992-92 doing heat loss analyses for energy code compliance and site characterization studies, and graduated from Evergreen in 1992 with Urban Planning as my focus area. I was a member of the American Planning Association and the Planning Association of Washington from 1990-1996.

My wife is a Clinical Social Worker in private practice in Chehalis, and does, as a part of her practice, pro bono work for The Soldier's Project with PTSD and Traumatic Brain Injury clients, both vets and active duty, as well as giving free chronic pain workshops through the American Chronic Pain Association.

At one point, I was first runner up for the Lewis County Recycling Coordinator, having lost to Don Willson, whom you may be familiar with.

I was focused on ESHB 2929 in 1989-90, aka the Growth Management Act, and was a PAW representative at a California Planning conference in February of 1993, along with Norm Rice, former mayor of Seattle, and had some ongoing contact after that with the City of Malibu (mayor Carolyn van Horne) on planning issues in that community.

In graduate school, I was very focused on hydrology, and have a good understanding of groundwater, flood zones, and riparian areas. Flood control planning is something I understand quite well, including the history of West Olympia's Yauger Park and its changing role in stormwater management over the years since the late 1970s.

I look forward to being able to more fully engage with my (relatively) newly adopted hometown by helping to have some part of shaping its future.

Sincerely,

Raymond Berger
265 SW 2nd St., Chehalis
360-996-4069

City of Chehalis APPLICATION FOR APPOINTMENT

Date June 27, 2013

(The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meet the required criteria for each Board, Commission or Committee. Please see below the corresponding RCW, CMC, or Resolution for appointment criteria. For more information contact city clerk at 360-345-3225)

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

- Airport Board (RCW 14.08)
- Lodging Tax Advisory Committee (Resolution 1-98)
- Historic Preservation Commission (CMC 2.66)
- Civil Service Commission (CMC 2.56 and RCW 4.108-Fire, RCW 41.12-Police)
- Sister City Committee (CMC 2.80)
- Planning Commission (CMC 2.48)
- Library Board (RCW 27.12)
- Chehalis River Basin Flood Authority

Please print

Name Craig Steepy

Present employer KPFF Consulting Engineers

Employer address 4200 6th Ave. SE #309 Lacey, WA 98503 Phone No. 360.292.7230

Fax No. _____ E-mail cmsteepy@comcast.net

Home address 242 Kennicott Road, Chehalis Home Phone No. 360.996.4142

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

If yes, please explain _____


Date available for appointment Any Time

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

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

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

B.A. Urban/Regional Planning W.W.U. 1989, Professional Land Use Planner
23 years. Project Manager for KPFF Engineers with specialty in
private land development. Former Board Member and Past President of the
Lewis County Historical Society. Chehalis Babe Ruth Board member - Capital
Projects and currently overseeing re-build
of Babe Ruth Field #2, \$35,000 budget.

Signature 

Please return completed form to: Office of the City Clerk
350 N Market Blvd Rm 101, Chehalis WA 98532

Please indicate where you wish meeting information to be mailed and how you would like to be reminded of meetings (e.g., phone, e-mail, cell phone) email: cmsteepy@comcast.net

July 8, 2013

The Chehalis city council met in regular session on Monday, July 8, 2013, in the Chehalis city hall. Mayor Ketchum called the meeting to order at 5:00 p.m. with the following council members present: Terry Harris, Dr. Isaac Pope, Bob Spahr, Daryl Lund, Chad Taylor, and Dennis Dawes. Staff present included Merlin MacReynold, City Manager; Bill Hillier, City Attorney; Judy Schave, City Clerk; Glenn Schaffer, Police Chief; Herta Fairbanks, Public Works Director; Dennis Osborn, Community Development Director; Eva Lindgren, Finance Manager; and Peggy Hammer, Human Resources Administrator. Members of the media included Kyle Spurr from *The Chronicle*.

1. **Citizen Business.** Lynn Ford from Growing Places Farm and Energy Park updated the council on their new location behind the Salvation Army in Centralia. Growing Places Farm and Energy Park is a non-profit organization that employs and mentors at-risk youth. Ms. Ford reported they also decided to open a second thrift store because they were running out of space at their Centralia location. She stated the new store is located at the Sunbirds Complex on National Avenue, and invited the council to attend the ribbon cutting ceremony on July 15.

2. **Update on Veterans Memorial Museum.** Director Chip Duncan reported the Veterans Museum has been very busy, noting they had over 16,000 visitors in 2012. He felt this was partly due to the additional programs they're now providing. Some of the museum's upcoming events include:

- Civil War Battle "Battle of Chehalis" – July 20-21
- Veterans Tree of Life Program
- Vietnam War Era Veterans Remembrance Day – August 3
- Korean War Veterans & POW/MIA Remembrance Day -- September 21
- Pearl Harbor/WWII Veterans Remembrance Dinner – December 8

Councilor Spahr inquired about the 16,000 visitors, wondering how many came from outside the area. Mr. Duncan estimated about 38 percent came from outside Lewis County.

3. **Update on Lewis County Historical Museum Events.** Interim Director Andy Skinner talked briefly about some of their upcoming events, to include:

- 8th Annual Pioneer Pie Social (*Claquato* Church) 1:30 to 4:30 – July 14
- Pancake Breakfast – July 27 (serving hotdogs in the afternoon)

Mr. Skinner reported the city council has been a great supporter of the museum and too often they don't get the recognition they deserve. As a small token of their appreciation, Mr. Skinner presented a name plate that will be featured on the donor wall at the museum, to thank the council for their support throughout the years.

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

- a. Minutes of the regular meeting of June 24, 2013; and
- b. Claim Vouchers No. 106453-106567 and Electronic Funds Transfer No. 520131 in the amount of \$149,732.90 dated June 28, 2013; and Payroll Vouchers No. 36605-36694, Direct Deposit Payroll Vouchers No. 4128-4204, and Electronic Federal Tax Payment No. 125 in the amount of \$706,823.77 dated June, 28, 2013.

The motion was seconded by Councilor Spahr and carried unanimously.

5. **Administration Reports.**

a. **Regional Fire Authority Planning Committee Report.** City Manager MacReynold reported, for the record, a request was made to pull the Regional Fire Authority report because Chief Jim Walkowski had to leave town. He noted the report will be presented at the August 12 council meeting.

b. **Council Goal Work Session Reminder.** City Manager MacReynold reminded the council about the upcoming work session on Monday, July 15, at 5:00 p.m., to talk about the 2014 budget.

July 8, 2013

6. Council Reports.

a. Update From Councilor Spahr. Councilor Spahr reported he spent the weekend at the 50th Annual Lewis Pacific Society Schwingfest in Frances, Washington, adding he had a wonderful time.

b. Update From Councilor Dawes. Councilor Dawes reported he was looking forward to the update on the regional fire planning process, adding Chief Walkowski will be able to give them some detailed information in a concise manner.

7. Ordinance No. 911-B, Second and Final Reading – Amending the 2013 Budget. Finance Manager Eva Lindgren stated the agenda report detailed all of the changes made to the budget amendment since it was first presented on first reading.

Councilor Harris moved to pass Ordinance No. 911-B on second and final reading, as amended.

The motion was seconded by Councilor Spahr and carried unanimously.

8. Ordinance No. 912-B, First Reading – Amending the Chehalis Municipal Code (CMC) Providing for Regulations of All Land Disturbing Activity. Public Works Director Herta Fairbanks reported the only change to the CMC was identifying who has the ultimate permitting authority for fill and grade permits, noting it currently rested with the public works department.

Ms. Fairbanks reported there were two components to grade and fill permits: environmental concerns with regards to SEPA; and most are done on private property, both of which fall outside the purview of what public works usually does. She noted public works' focus was primarily on city right-of-way and utility infrastructure.

Ms. Fairbanks reported, after meeting to discuss the issue, it was decided that it made more sense for the permitting authority to rest with community development, since that department is the city's environmental arm and focuses primarily on private property. She noted they scoured the CMC for any reference to "public works and fill and grade permits," and made changes to reflect community development as the department with permitting authority. Ms. Fairbanks noted three sections of the code were affected, including: 15.28 (Land-Disturbing Activity); 12.04 (Engineering and Development); and 17.09 (Organization and Enforcement).

Councilor Spahr moved to pass Ordinance No. 912-B on first reading.

The motion was seconded by Councilor Taylor and carried unanimously.

There being no further business to come before the council, the meeting adjourned at 5:22 p.m.

Mayor

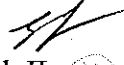

Attest:

City Clerk

SUGGESTED MOTION

I move that the council approve the minutes of the regular city council meeting of July 8, 2013.

CITY OF CHEHALIS
AGENDA REPORT

DATE: July 15, 2013
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager 
PREPARED BY: Michelle White, Accounting Tech II 
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

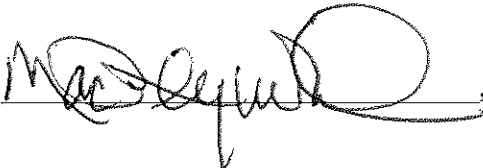
Claim Vouchers No. 106568 through 106733 and Electronic Funds Transfer No. 62013 in the amount of \$230,823.79 dated July 15, 2013 and the transfer of \$113,740.19 from the General Fund, \$48.18 from the Arterial Street Fund, \$11,348.94 from the Tourism Fund, \$26,298.00 from the Federal & State Grants Fund, \$919.01 from the Garbage Fund, \$37,807.88 from the Wastewater Fund, \$37,765.70 from the Water Fund, \$2,060.00 from the Storm & Surface Water Utility Fund, \$208.00 from the Firemen's Pension Fund and \$627.89 from the City Agency Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the July 15, 2013 Claim Vouchers No. 106568 through 106733 and Electronic Funds Transfer No. 62013 in the amount of \$230,823.79.

SUGGESTED MOTION

I move to approve the July 15, 2013 Claim Vouchers No. 106568 through 106733 and Electronic Funds Transfer No. 62013 in the amount of \$230,823.79.

Reviewed by: , City Manager

**CITY OF CHEHALIS
AGENDA REPORT**

Date: July 9, 2013
To: The Honorable Mayor and City Council
From: Allyn Roe, Airport Manager
Subject: Approval of FAA Grant for Airport Improvements

ISSUE

The Chehalis-Centralia Airport wishes to submit an Airport Aid Grant Application to the Federal Aviation Administration (FAA) to received funding to accomplish airport improvements.

DISCUSSION

Attached is a standard Airport Improvement Program grant offer from the FAA in the amount of \$91,200.00. It requires approval by the city of Chehalis and Lewis County as Sponsors/Owners of the Airport. This is a typical grant that has been approved previously by both entities on multiple occasions. This grant assists with the construction of a snow removal equipment building and additional runway markings. The FAA previously funded snow removal equipment, which is why they will fund a snow removal equipment building. Since only two out of the three bays are being used for snow removal equipment, the FAA is funding 66 percent of the project.

The runway markings will be in addition to existing markings and are required because of our recently improved instrument approach. The FAA is funding 90 percent of the estimated \$6,000 cost of these markings and surface preparations.


Both of these projects are planned and are included in the Airport's 2013 Capital Improvement Plan. Funding will be sought on a reimbursement status and the building is already under construction. The attached grant offer must be approved by July 24, 2013.

RECOMMENDATION/COUNCIL ACTION DESIRED

It is recommended that the council authorize the city manager to execute the FAA grant offer for AIP Project Number: 3-53-0012-015 in the amount of \$91,200 for runway rehabilitation/touchdown markings, and construction of a snow removal equipment building.

SUGGESTED MOTION

I move that the council authorize the city manager to execute the FAA grant offer in the amount of \$91,200 for runway rehabilitation/touchdown markings, and construction of a snow removal equipment building.

Reviewed By:  _____, City Manager

BOCC AGENDA ITEM SUMMARY

(Revised 10-6-10)

AGENDA ITEM # _____ RESOLUTION #:BOCC MEETING DATE: 07/22/2013

SUGGESTED WORDING FOR AGENDA ITEM: Notice Consent Hearing

Approval of Grant AIP 3-53-0012-015 for \$91,200.00 for runway rehabilitation/touchdown markings, and construction of snow removal equipment building.

BRIEF REASON FOR BOCC ACTION:

This is a grant offer by FAA for a runway work and to build a garage for the snow plow.

SUBMITTED BY: Allyn Roe PHONE: 748-1230 DATE SUBMITTED: 07/09/2013

CONTACT PERSON WHO WILL ATTEND BOCC MEETING:

Allyn J. Roe, Chehalis-Centralia Airport Manager

TYPE OF ACTION NEEDED:

- Approve Resolution Call for Bids/Proposals
- Approve Ordinance (traffic or other) Bid Opening
- Execute Contract/Agreement Notice for Public Hearing *(see publication requirements)
- Other (please describe): _____

*PUBLICATION REQUIREMENTS: Notice emailed to Clerk Not applicable

Hearing Date: _____ (Must be at least 10 days after 1st publication date)
(2 weeks for routine budget, property disposal/ auction or vacations)
Publish Date(s): When item is to be published _____ (3 weeks for property lease)

Publications(s): EAST COUNTY JOURNAL CHRONICLE OTHER _____

ALL AGENDA ITEMS:

Department Director/Head: _____
Items
Prosecuting Attorney _____

Accounting/Budget & Payroll
Budget/Fiscal Director: _____
Chief Accountant: _____

HR Policy/Personnel Items
HR Administrator _____

Banking or Revenue Items
Treasurer: _____

Fund: _____
Department: _____
Total Amount: \$ _____

***APPROVALS
MUST BE
OBTAINED
BEFORE
SUBMITTING
ITEM TO**

CLERK'S DISTRIBUTION OF SIGNED DOCUMENTS:

Send cover letter: _____
(address of recipient) _____
File originals: BOCC mtg folder
File copy: Hearing/Bid Folder

Additional Copies:

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

AUTHORIZING APPLICATION FOR GRANT)
FUNDING FOR AIRPORT IMPROVEMENTS AT THE)
CHEHALIS- CENTRALIA AIRPORT AND SIGNING) RESOLUTION # _____
AN INTERLOCAL AGREEMENT BETWEEN LEWIS)
COUNTY AND THE FEDERAL AVIATION)
ADMINISTRATION (FAA) FOR SUCH GRANT FUNDING)

WHEREAS, the manager of the Chehalis-Centralia Airport, jointly owned by Lewis County and the City of Chehalis, wishes to submit an Airport Aid Grant Application to the Federal Aviation Administration (FAA) and to receive such funding to accomplish airport improvements at the Chehalis-Centralia Airport; and

WHEREAS, funding in the amount of \$91,200.00 is available through a grant from the Federal Aviation Administration (FAA) (Project No. 3-53-0012-015; and

WHEREAS, there is a need for said airport improvements for reasons of safety and security; and

WHEREAS, the matching funds are available in the Chehalis-Centralia Airport Budget; and

WHEREAS, the Board of County Commissioners has reviewed an Application of Grant Agreement for Chehalis-Centralia Airport, AIP Project Number 3-53-0012-015 proposal (attached); and

WHEREAS, it appears to be in the best public interest to authorize an interlocal agreement with the Federal Aviation Administration (FAA) for receipt of said grant funding, NOW THEREFORE

BE IT RESOLVED that the manager of the Chehalis-Centralia Airport is authorized to apply for and accept grant funding from the Federal Aviation Administration (FAA) in the amount of \$91,000, and the Chairman of the Board of County Commissioners is authorized to enter into an interlocal agreement to receive said grant funding on behalf of Lewis County and to sign the same.

DONE IN OPEN SESSION, this ____ day of _____, 2013.

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

APPROVED AS TO FORM:
Jonathon Meyer, Prosecuting Attorney

Chairman

Member

By: _____
Civil Deputy

Member

ATTEST:

Karri Muir, Clerk of the Board

- seal -



U.S. Department
Of Transportation
Federal Aviation Administration
Northwest Mountain Region

Seattle Airports District Office
1601 Lind Ave SW, Suite 250
Renton, WA 98057

July 1, 2013

Mr. Allyn Roe
Airport Manager
Lewis County
Post Office Box 1344
Chehalis, WA 98532

Dear Mr. Roe:

Grant offer for
Chehalis-Centralia Airport
Chehalis, Washington
AIP Project Number: 3-53-0012-015
Contract Number: DOT-FA13NM-0006
DUNS Number: 07-927-2555

Enclosed is a copy of the subject grant offer in the amount of \$91,200.00. Please note that the grant offer must be accepted by the sponsor on or before: Wednesday, July 24, 2013.

Please have the appropriate official authorized to execute the Grant Offer sign and date the "Acceptance" with the appropriate official attesting to the execution and affixing the sponsor's corporate seal.

The attorney for the sponsor then must execute and date the "Certificate of Sponsor's Attorney" with the date being no earlier than the date of acceptance of the Grant Agreement. This action will certify that the acceptance complies with all applicable local and state laws and constitutes a legal and binding obligation of the sponsor.

After execution is completed, please fax (425) 227-1650 or scan and e-mail a copy of the signed Grant Agreement to your FAA project manager not later than: Wednesday, July 24, 2013, and, also, return an executed copy to this office by mail.

All applicable project-related requirements pertaining to environmental analysis and approval for this grant have been met in accordance with the guidelines contained in FAA Order 5050.4B, Airport Environmental Handbook.

If you have any questions in regard to acceptance of the grant offer, please contact your project manager or this office.

Sincerely,

Carol Suomi
Manager, Seattle Airports District Office



U.S. Department of Transportation
Federal Aviation Administration

Grant Agreement
Part 1 - Offer

Chehalis-Centralia Airport

Chehalis, Washington

Date of Offer: Monday, July 01, 2013

Project Number: 3-53-0012-015-2013

Contract Number: DOT-FA13NM-0006

To: Lewis County, Washington and City of Chehalis, Washington
(herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation
Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated 5/1/2013, for a grant of Federal funds for a project at or associated with the Chehalis-Centralia Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and WHEREAS, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 16/34, including touchdown markings;
Construct Snow Removal Equipment (SRE) building;

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percentum of all allowable Project costs.

This Offer is made on and subject to the following terms and conditions:

Part I - Conditions

- 1) The maximum obligation of the United States payable under this Offer shall be \$91,200.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$ 0.00 For planning
\$ 91,200.00 For airport development or noise program implementation

Please note that this grant offer may be funded all or in part, with funds from the Small Airport Fund.

- 2) The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the provisions of the Act.
- 3) Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4) The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

- 5) The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
- 6) This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this Offer has been accepted by the Sponsor on or before Wednesday, July 24, 2013, or such subsequent date as may be prescribed in writing by the FAA.
- 7) The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. It shall furnish upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
- 8) The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 9) Trafficking in persons:
 - a) **Provisions applicable to a recipient that is a private entity.**
 - i) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - ii) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - (a) Associated with performance under this award; or

- (b) Imputed to your or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- b) **Provision applicable to a recipient other than a private entity.**
 - i) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (a) Associated with performance under this award; or
 - (b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c) **Provisions applicable to any recipient.**
 - i) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - ii) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - iii) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d) **Definitions. For purposes of this award term:**
 - i) "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- iii) "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - (a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (b) A for-profit organization.
- iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

10) System of Award Management and Universal Identifier Requirements

- a) Requirement for System of Award Management (SAM)
 - i) Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- b) Requirement for Data Universal Numbering System (DUNS) Numbers
 - i) If you are authorized to make subawards under this award, you:
 - (1) Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
 - (2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.
- c) Definitions
 - i) For purposes of this award term:
 - (1) System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
 - (2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866--705--5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - (3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - (a) A Governmental organization, which is a State, local government, or Indian Tribe;
 - (b) A foreign public entity;
 - (c) A domestic or foreign nonprofit organization;
 - (d) A domestic or foreign for-profit organization; and

- (e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- (4) Subaward:
 - (a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - (b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- (5) Subrecipient means an entity that:
 - (a) Receives a subaward from you under this award; and
 - (b) Is accountable to you for the use of the Federal funds provided by the subaward.
 - (c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

11) ELECTRONIC GRANT PAYMENT(S): The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

- a) Grant Recipient Requirements.
 - i) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
 - ii) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.
- b) System User Access.
 - i) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
 - ii) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

- iii. The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information. Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).
- c) Waivers. DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.
 - i) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.
 - ii) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:
DOT/FAA
PO Box 25082
AMZ-110
Oklahoma City, OK 73125

Special Conditions

- 1) It is understood and agreed that the County of Lewis, Washington and the City of Chehalis, Washington authorized the execution of the Application for Federal Assistance dated May 1, 2013 and Standard DOT Title VI Assurances dated May 1, 2013, on their behalf by Allyn Roe, Airport Manager, and that they jointly and severally adopted and ratified the representations and assurances contained therein; and that the word "Sponsor" as used in the project application and other assurances is deemed to include the County of Lewis, Washington and the City of Chehalis, Washington.
- 2) For purposes of computing the United States' share of the allowable project costs of the project, the allowable costs of the snow removal equipment building included in the project shall not exceed 66 percent of the actual costs of the entire building.
- 3) It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable development and land project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. If the increase in project costs is attributable to planning items, the maximum United States obligation may not be increased. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
- 4) In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a) may not be increased for a planning project;
 - b) may be increased by not more than 15 percent for development projects;
 - c) may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in condemnation.
- 5) Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products

produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

- 6) The Sponsor shall provide for an annual audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall provide one copy of the completed A-133 Audit to the FAA Airports District Office and three copies of the audit to: Federal Audit Clearinghouse, Bureau of the Census, 1201 10th Street, Jeffersonville, IN 47132.
- 7) Financial Reporting Requirements. The Sponsor agrees to submit a Federal Financial Report (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report. The sponsor further agrees to submit an Outlay Report and Request for Reimbursement (FAA Form SF-271) or Request for Advance or Reimbursement (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.
- 8) The Sponsor understands and agrees that in accordance with 49 USC 47111, no payments totaling more than 90 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By Carol Suomi
Carol Suomi, Manager, Seattle Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this _____ day of _____, 2013
Lewis County, Washington

By _____
Sponsor's Designated Official Representative

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Washington. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____ 2013.

Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this _____ day of _____, 2013
City of Chehalis, Washington

By _____
Sponsor's Designated Official Representative

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Washington. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2013.

Signature of Sponsor's Attorney



A-133 Single Audit Certification Form

The Single Audit Act of 1984, implemented by OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) establishes audit requirements for State and local governments that receive Federal aid. State or local governments (City, County, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in total Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. For more information on the Single Audit Act requirements please reference the following web site: <http://harvester.census.gov/sac/>

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings. In accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide the following certification to your local Airports District Office (ADO). Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

_____	_____
Sponsor Name	Fiscal/Calendar Year Ending

Airport Name	
_____	_____
Sponsor's Representative Name	Representative's Title
_____	_____
Telephone	Email

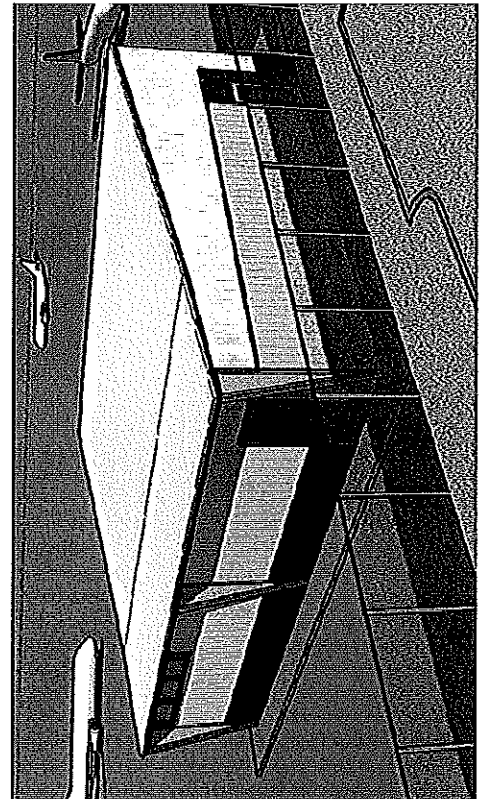
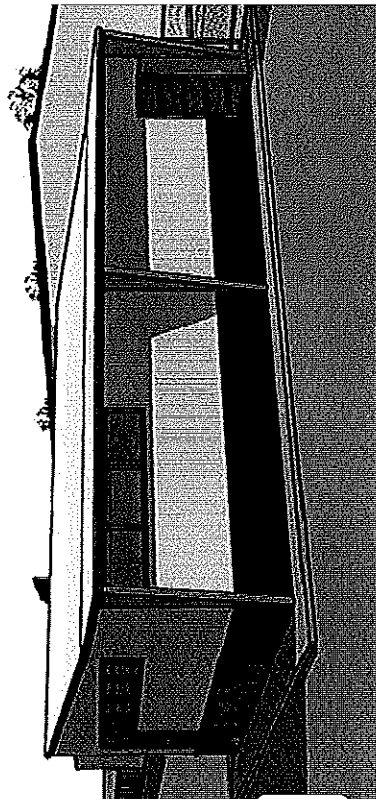
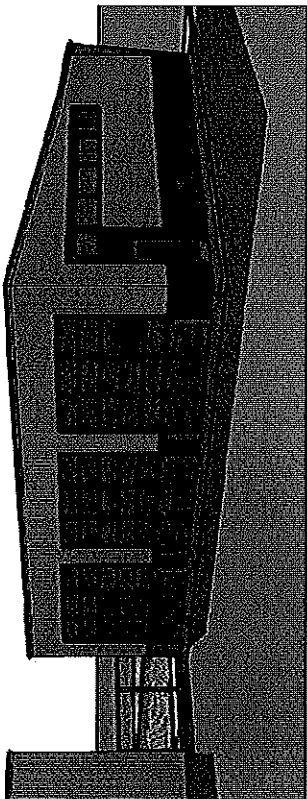
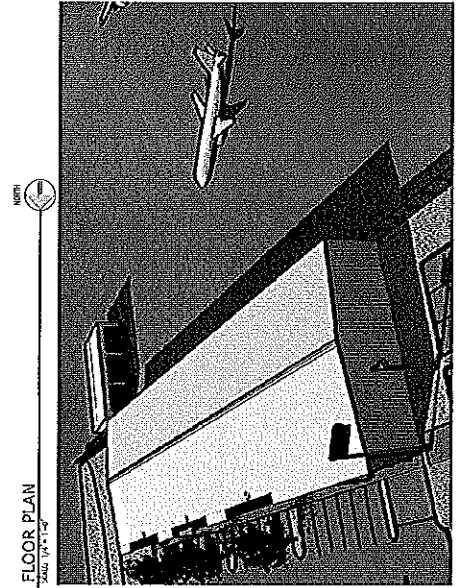
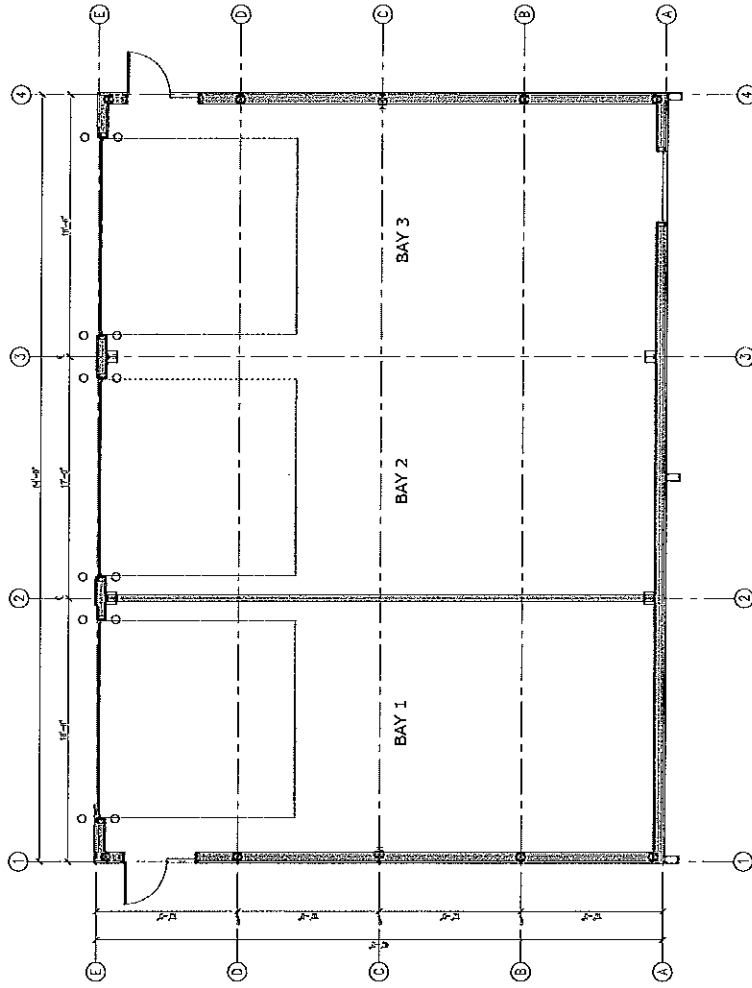
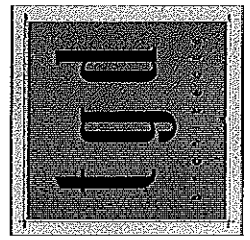
Please check the appropriate line(s):

- We are subject to the A-133 Single Audit requirements (expended \$500,000 or more in total Federal funds for the fiscal/calendar year noted above) and are taking the following action:
- The A-133 single audit for this fiscal/calendar year has been submitted to the FAA.
 - The A-133 single audit for this fiscal/calendar year is attached.
 - The A-133 single audit report will be submitted to the FAA as soon as this audit is available.
- We are exempt from the Single Audit A-133 requirements for the fiscal/calendar noted above.

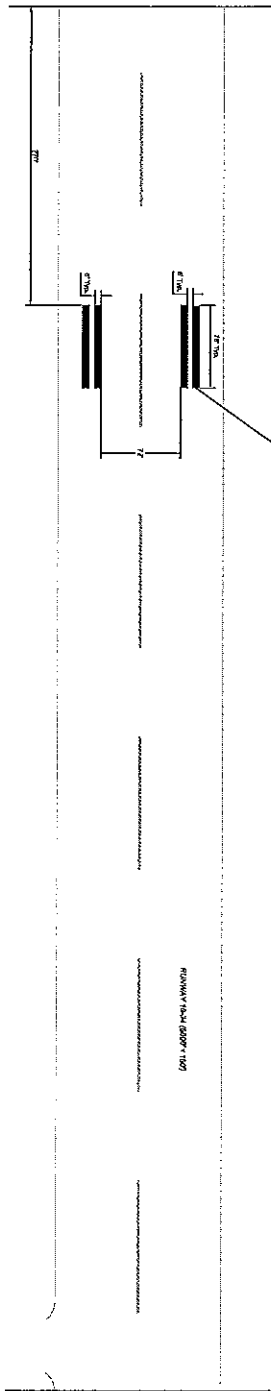
Sponsor Certification:

_____	_____
Signature	Date

Return to: FAA, Seattle Airports District Office
1601 Lind Avenue SW, Suite 250
Seattle, WA 98057-3356



MATCHLINE (SEE ABOVE)

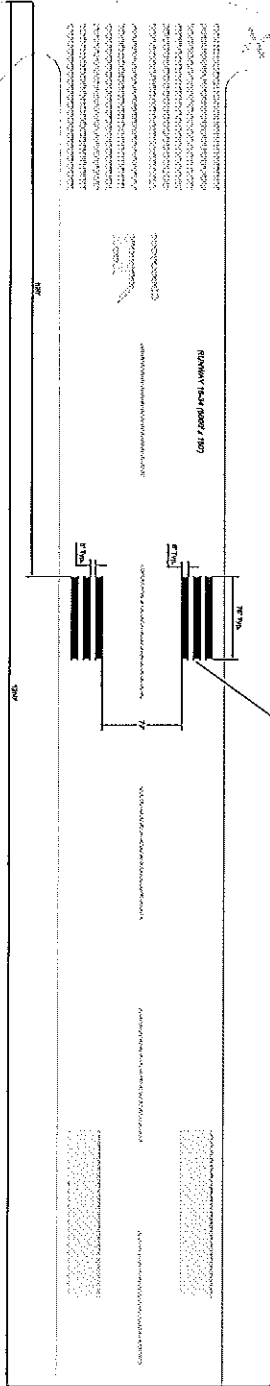


Minimum clear zone (100')
Touchdown Zone Markings

ROWAY T-160 (100')

- GENERAL NOTES:**
1. ALL MATERIAL SHALL BE COMPACTED AT 95% P.C.
 2. ALL MATERIAL SHALL BE COMPACTED TO THE PROPOSED FINISH SURFACE.
 3. ALL MATERIAL SHALL BE COMPACTED TO THE PROPOSED FINISH SURFACE.
 4. ALL MATERIAL SHALL BE COMPACTED TO THE PROPOSED FINISH SURFACE.
 5. EXCESS REFLECTIVE MICA SHALL BE VANDERBILT APPROVED PARTICULATION.

MATCHLINE (SEE BELOW)



Minimum clear zone (100')
Touchdown Zone Markings

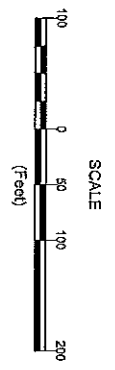
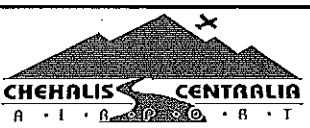


TABLE 1. APPLICATIONS WITH SOFT HAIR AND SLIPPER MICA

Material	Application	Color	Size	Quantity
White Mica	Runway Centerline	White	10/20	1000
White Mica	Runway Edge Line	White	10/20	1000
White Mica	Touchdown Markings	White	10/20	1000
White Mica	Touchdown Markings	White	10/20	1000



RUNWAY MARKING PLAN
RWY 16 TOUCHDOWN MARKINGS
 Chehalis-Centralia Airport
 2012 Runway Maintenance

Designed Allyn J. Roe 8/10/12
 Drann Allyn J. Roe 8/10/12
 Checked _____
 Approved _____

FILE NUMBER
 DRAWING NUMBER
 SHEET NUMBER
 C1

City of Chehalis
 Second Quarter Financial Statements - All Funds
 With Preliminary Actual Beginning Fund Balances
 June 30, 2013

	General Fund #001		Arterial Street Fund #102		Tourism Fund #107		Compensated Abs. #110		CDBG Fund #195	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Beginning Fund Balance	840,843	844,298	23,682	39,335	67,285	68,520	0	0	19,904	20,206
Revs. & Transfers In	7,474,141	3,693,769	153,000	71,542	165,150	69,014	0	0	5,050	42,349
Exps. & Transfers Out	(7,633,435)	(3,614,405)	(172,120)	(55,633)	(192,435)	(49,950)	0	0	0	(160)
Ending Fund Balance	681,549	923,662	4,562	55,244	40,000	87,584	0	0	24,954	62,395

	HUD Fund #197		Gambling Enforemnt. #198		Federal & State Grant Fund #199		2011 G.O. Bond Fund #200		Public Fac. Res. #301	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Beginning Fund Balance	322,036	325,264	77,881	79,006	0	0	0	54	884	23,818
Revs. & Transfers In	3,600	2,024	0	7	1,105,152	402,242	98,827	49,414	0	0
Exps. & Transfers Out	0	0	(77,881)	(42,931)	(1,105,152)	(402,242)	(98,827)	(17,064)	0	(23,818)
Ending Fund Balance	325,636	327,288	0	36,082	0	0	0	32,404	884	0

	Auto/Equip. Res. #302		1st Qtr. REET Fund #305		2nd Qtr. REET Fund #306		Garbage Fund #402		Wastewater Fund #404	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Beginning Fund Balance	147	2,837	122,074	126,614	38,998	43,255	5,747	6,432	2,190,390	1,490,430
Revs. & Transfers In	0	1,638	28,400	28,705	28,000	28,705	7,583	5,502	4,204,941	2,120,609
Exps. & Transfers Out	0	0	(42,002)	(21,001)	(32,118)	(16,059)	(12,538)	(4,275)	(4,869,928)	(2,144,341)
Ending Fund Balance	147	4,475	108,472	134,318	34,880	55,901	792	7,659	1,525,403	1,466,698

	Water Fund #405		Storm/Surface Wtr. #406		Firemens' Pension #611		City Agency Fund #633		All Funds Totals	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Beginning Fund Balance	1,353,419	2,767,087	366,447	413,193	217,172	209,060	349,003	356,127	5,995,912	6,815,536
Revs. & Transfers In	2,931,887	1,171,557	442,174	220,214	149,600	82,523	0	500	16,797,505	7,990,314
Exps. & Transfers Out	(2,575,471)	(873,805)	(345,875)	(185,309)	(142,253)	(32,433)	0	0	(17,300,035)	(7,483,426)
Ending Fund Balance	1,709,835	3,064,839	462,746	448,098	224,519	259,150	349,003	356,627	5,493,382	7,322,424

Note: In some instances, ending fund balances include non-cash components, such as prepaid insurance and inventory. Resulting variances are considered immaterial.

To: The Honorable Mayor and Council
 Via: Merlin MacReynold, City Manager
 From: Eva K. Lindgren, Finance Manager
 Date: July 11, 2013
 Subject: Monthly Financial Reports for June

City of Chehalis
 Comparative Financial Reports
 June 2012 and 2013

GENERAL FUND (#001) REVENUES	A		B		C=B/A		D		E		F=E/D		G		H ¹		I=F-G	
	Budget	Actual	Budget	Actual	% Rec'd	% Rec'd	Budget	Actual	% Rec'd	% Rec'd*	Expected	% Rec'd	Variance	% Variance	Expected	% Variance		
General Property Taxes	\$1,235,000	\$663,687	\$1,249,000	\$665,173	53.7%	53.3%	\$1,249,000	\$665,173	53.3%	50.0%	\$40,673	50.0%	\$40,673	3.3%	\$40,673	3.3%		
EMS Property Taxes	236,000	126,994	237,500	126,070	53.8%	53.1%	237,500	126,070	53.1%	50.0%	7,320	50.0%	7,320	3.1%	7,320	3.1%		
Sales & Use Tax	3,000,000	1,467,927	3,015,000	1,583,161	48.9%	52.5%	3,015,000	1,583,161	52.5%	50.0%	75,661	50.0%	75,661	2.5%	75,661	2.5%		
Electricity Tax	400,000	212,283	417,000	212,826	53.1%	51.0%	417,000	212,826	51.0%	50.0%	4,326	50.0%	4,326	1.0%	4,326	1.0%		
Gas/Natural Gas Tax	250,000	142,851	240,000	121,593	57.1%	50.7%	240,000	121,593	50.7%	50.0%	1,593	50.0%	1,593	0.7%	1,593	0.7%		
Criminal Justice Tax	88,000	42,170	90,000	45,536	47.9%	50.6%	90,000	45,536	50.6%	50.0%	536	50.0%	536	0.6%	536	0.6%		
(Interfund) Water/Sewer Tax	340,000	158,014	399,996	193,627	46.5%	48.4%	399,996	193,627	48.4%	50.0%	(6,371)	50.0%	(6,371)	-1.6%	(6,371)	-1.6%		
Garbage Tax	62,000	28,998	62,000	29,123	46.8%	47.0%	62,000	29,123	47.0%	50.0%	(1,877)	50.0%	(1,877)	-3.0%	(1,877)	-3.0%		
Cable Tax	92,000	45,999	92,000	47,051	50.0%	51.1%	92,000	47,051	51.1%	50.0%	1,051	50.0%	1,051	1.1%	1,051	1.1%		
Telephone Tax	325,000	154,082	313,000	140,367	47.4%	44.8%	313,000	140,367	44.8%	50.0%	(16,133)	50.0%	(16,133)	-5.2%	(16,133)	-5.2%		
Leasehold Excise Tax	35,000	18,403	38,000	18,795	52.6%	49.5%	38,000	18,795	49.5%	50.0%	(205)	50.0%	(205)	-0.5%	(205)	-0.5%		
Other Taxes	30	0	32	40	0.0%	125.0%	32	40	125.0%	50.0%	24	50.0%	24	75.0%	24	75.0%		
Total Tax Revenues	6,063,030	3,061,408	6,153,528	3,183,362	50.5%	51.7%	6,153,528	3,183,362	51.7%	50.0%	106,598	50.0%	106,598	1.7%	106,598	1.7%		
Licenses & Permits	63,630	25,237	63,980	35,293	39.7%	55.2%	63,980	35,293	55.2%	50.0%	3,303	50.0%	3,303	5.2%	3,303	5.2%		
Intergov't Grants/Entitlements	643,765	132,360	168,502	68,804	20.6%	40.8%	168,502	68,804	40.8%	50.0%	(15,447)	50.0%	(15,447)	-9.2%	(15,447)	-9.2%		
Charges for Goods and Svcs.	800,725	413,414	341,170	133,297	51.6%	39.1%	341,170	133,297	39.1%	50.0%	(37,288)	50.0%	(37,288)	-10.9%	(37,288)	-10.9%		
Fines and Forfeitures	167,080	78,757	159,055	72,207	47.1%	45.4%	159,055	72,207	45.4%	50.0%	(7,321)	50.0%	(7,321)	-4.6%	(7,321)	-4.6%		
Interest Earnings	12,546	5,654	9,306	4,630	45.1%	49.8%	9,306	4,630	49.8%	50.0%	(23)	50.0%	(23)	-0.2%	(23)	-0.2%		
Rents & Royalties	71,422	29,059	70,100	35,357	40.7%	50.4%	70,100	35,357	50.4%	50.0%	307	50.0%	307	0.4%	307	0.4%		
Donations/Contributions	42,200	30,415	0	3,246	72.1%	N/A	0	3,246	N/A	50.0%	3,246	50.0%	3,246	N/A	3,246	N/A		
Misc. Revenue/Insurance	3,100	7,883	5,000	11,811	254.3%	236.2%	5,000	11,811	236.2%	50.0%	9,311	50.0%	9,311	186.2%	9,311	186.2%		
Non-Revenues	4,866	1,942	3,500	1,968	39.9%	56.2%	3,500	1,968	56.2%	50.0%	218	50.0%	218	6.2%	218	6.2%		
Total Non-Tax Revenues	1,809,334	724,721	820,613	366,613	40.1%	44.7%	820,613	366,613	44.7%	50.0%	(43,694)	50.0%	(43,694)	-5.3%	(43,694)	-5.3%		
Proceeds of Long-Term Debt	0	0	0	0	N/A	N/A	0	0	N/A	50.0%	0	50.0%	0	N/A	0	N/A		
Operating Transfers-In	1,024,017	0	500,000	143,794	0.0%	28.8%	500,000	143,794	28.8%	50.0%	(106,206)	50.0%	(106,206)	-21.2%	(106,206)	-21.2%		
Total Other Financing Sources	1,024,017	0	500,000	143,794	0.0%	28.8%	500,000	143,794	28.8%	50.0%	(106,206)	50.0%	(106,206)	-21.2%	(106,206)	-21.2%		
TOTALS	\$8,896,381	\$3,786,129	\$7,474,141	\$3,693,769	42.6%	49.4%	\$7,474,141	\$3,693,769	49.4%	50.0%	(\$43,302)	50.0%	(\$43,302)	-0.6%	(\$43,302)	-0.6%		

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**City of Chehalis
Comparative Financial Reports
June 2012 and 2013**

GENERAL FUND (#001) EXPENDITURES	A June 2012		B Actual		C=B/A		D June 2013		E Actual		F=E/D		G Expected % Exp*		H^ Variance		I=G-F			
	Budget	Actual	Budget	Actual	% Exp'd	Budget	Actual	% Exp'd	Actual	% Exp'd	Expected % Exp*	Variance	% Variance	Expected	Actual	% Variance				
City Council	\$100,319	\$48,263	\$76,587	\$36,877	48.1%	\$76,587	\$36,877	48.2%	\$36,877	50.0%	50.0%	\$1,417	1.8%	\$1,417	\$1,417	1.8%				
Municipal Court	334,309	161,414	332,409	161,315	48.3%	332,409	161,315	48.5%	161,315	50.0%	50.0%	4,890	1.5%	4,890	4,890	1.5%				
City Manager	338,840	167,082	226,121	116,885	49.3%	226,121	116,885	51.7%	116,885	50.0%	50.0%	(3,825)	-1.7%	(3,825)	(3,825)	-1.7%				
Finance	319,776	160,613	159,594	83,173	50.2%	159,594	83,173	52.1%	83,173	50.0%	50.0%	(3,376)	-2.1%	(3,376)	(3,376)	-2.1%				
City Clerk	93,216	44,583	56,516	24,895	47.8%	56,516	24,895	44.0%	24,895	50.0%	50.0%	3,363	6.0%	3,363	3,363	6.0%				
Non-Departmental	1,377,555	172,717	816,715	310,685	12.5%	816,715	310,685	38.0%	310,685	50.0%	50.0%	97,673	12.0%	97,673	97,673	12.0%				
Human Resources	132,619	62,765	91,769	45,996	47.3%	91,769	45,996	50.1%	45,996	50.0%	50.0%	(112)	-0.1%	(112)	(112)	-0.1%				
Police	2,346,053	1,101,520	2,464,666	1,228,199	47.0%	2,464,666	1,228,199	49.8%	1,228,199	50.0%	50.0%	4,134	0.2%	4,134	4,134	0.2%				
Fire	1,727,813	853,196	1,705,443	797,631	49.4%	1,705,443	797,631	46.8%	797,631	50.0%	50.0%	55,091	3.2%	55,091	55,091	3.2%				
Public Works - Streets	890,073	204,440	471,480	176,409	23.0%	471,480	176,409	37.4%	176,409	50.0%	50.0%	59,331	12.6%	59,331	59,331	12.6%				
Public Works - Engineering	111,017	49,768	0	0	44.8%	0	0	N/A	0	50.0%	50.0%	0	N/A	0	0	N/A				
Community Development	1,167,726	634,311	1,232,135	632,340	54.3%	1,232,135	632,340	51.3%	632,340	50.0%	50.0%	(16,273)	-1.3%	(16,273)	(16,273)	-1.3%				
TOTALS	8,939,316	3,660,672	7,633,435	3,614,405	41.0%	7,633,435	3,614,405	47.3%	3,614,405	50.0%	50.0%	202,313	2.7%	202,313	202,313	2.7%				
Net Budget/Income/Variance:															(\$42,935)	\$125,457	(\$159,294)	\$79,364	\$159,011	2.1%

Key:

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^To calculate the dollar variance between expected and actual expenditures, the following formula is used:

H=(D*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

(1) Operating transfers are dependent upon FEMA elevation activity. Transfers will be made out of Non-Departmental, as necessary, to provide adequate cash-flow for the project. These funds will be transferred back to the General Fund from the Federal and State Grant Fund when not required.

City of Chehalis
Comparative Financial Reports
June 2012 and 2013

WASTEWATER FUND (#404) REVENUES	A June 2012		B		C=B/A		D June 2013		E		F=E/D		G		H^		I=F-G	
	Budget	Actual	Budget	Actual	% Rec'd	% Exp'd	Budget	Actual	Budget	Actual	% Rec'd	% Exp'd	Expected % Rec'd*	Expected % Exp^	Expected	Variance	Expected	Variance
Wastewater Fees	\$3,404,344	\$1,743,941	\$4,160,318	\$2,110,354	51.2%	50.7%	\$4,160,318	\$2,110,354	0	0	0.0%	50.0%	50.0%	50.0%	\$30,195	0.7%	(17,500)	-50.0%
Sewer Connection/Misc. Fees	25,000	11,473	35,000	0	45.9%	0.0%	35,000	0	0	0	0.0%	50.0%	50.0%	50.0%	1,662	50.0%	1,662	50.0%
Rentals	3,750	3,323	3,323	3,323	88.6%	100.0%	3,323	3,323	6,708	6,708	203.3%	50.0%	50.0%	50.0%	5,058	153.3%	5,058	153.3%
Misc. Revenues/Insurance	2,000	22,430	3,300	6,708	1121.5%	203.3%	3,300	6,708	224	224	7.5%	50.0%	50.0%	50.0%	(1,276)	-42.5%	(1,276)	-42.5%
Interest Earnings	4,655	2,236	3,000	224	48.0%	7.5%	3,000	224	224	224	7.5%	50.0%	50.0%	50.0%	(1,276)	-42.5%	(1,276)	-42.5%
Totals:	\$3,439,749	\$1,783,403	\$4,204,941	\$2,120,609	51.8%	50.4%	\$4,204,941	\$2,120,609			50.4%	50.0%	50.0%	50.0%	\$18,139	0.4%	\$18,139	0.4%

WASTEWATER FUND (#404) EXPENSES	A June 2012		B		C=B/A		D June 2013		E		F=E/D		G		H^		I=G-F	
	Budget	Actual	Budget	Actual	% Exp'd	% Exp'd	Budget	Actual	Budget	Actual	% Exp'd	% Exp'd	Expected % Exp^	Expected % Exp^	Expected	Variance	Expected	Variance
Operating Expenses	\$2,632,028	\$1,257,731	\$2,638,208	\$1,266,497	49.7%	48.0%	\$2,638,208	\$1,266,497	192,000	33,107	17.2%	50.0%	50.0%	50.0%	\$52,607	2.0%	62,893	32.8%
Capital Outlay	650,000	39,474	192,000	33,107	6.1%	17.2%	192,000	33,107	2,001,005	828,189	41.4%	50.0%	50.0%	50.0%	172,314	8.6%	172,314	8.6%
Debt Principal	1,694,944	903,817	2,001,005	828,189	53.3%	41.4%	2,001,005	828,189	38,715	16,548	42.7%	50.0%	50.0%	50.0%	2,810	7.3%	2,810	7.3%
Interest Expense	40,660	21,721	38,715	16,548	53.4%	42.7%	38,715	16,548	4,869,928	2,144,341	44.0%	50.0%	50.0%	50.0%	290,623	6.0%	290,623	6.0%
Totals:	4,917,632	2,222,743	4,869,928	2,144,341	45.2%	44.0%	4,869,928	2,144,341			44.0%	50.0%	50.0%	50.0%	\$308,762	6.4%	\$308,762	6.4%

Net Budget/Income/Variance: (\$1,477,883) (\$439,340) (\$664,987) (\$23,732)

Key:

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H=(D*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

(1) Debt service is not paid evenly throughout the year.

City of Chehalis
Comparative Financial Reports
June 2012 and 2013

WATER FUND (#405) REVENUES	A		B		C=B/A		D		E		F=E/D		G		H^		I=F-G		
	Budget	June 2012 Actual	% Rec'd	June 2013 Budget	Actual	% Rec'd*	Expected	% Rec'd*	Expected	% Exp*	Expected	% Exp*	Expected	% Exp*	Expected	% Exp*	Expected	% Exp*	
Water Sales	\$2,456,633	\$1,135,496	46.2%	\$2,496,400	\$1,119,378	44.8%	50.0%	50.0%	(\$128,822)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	-5.2%
Water Connection/Misc. Fees	20,000	24,620	123.1%	20,000	2,771	13.9%	50.0%	50.0%	(7,229)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	-36.1%
Interfund Principal Repayment	0	0	N/A	397,411	0	0.0%	50.0%	50.0%	(198,706)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	-50.0%
Misc. Revenues/Insurance	0	1,753	N/A	0	44,653	N/A	50.0%	50.0%	44,653	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	N/A
Interest Earnings	10,000	3,611	36.1%	18,076	4,755	26.3%	50.0%	50.0%	(4,283)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	-23.7%
Totals:	\$2,486,633	\$1,165,480	46.9%	\$2,931,887	\$1,171,557	40.0%	50.0%	50.0%	(\$294,387)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	-10.0%

WATER FUND (#405) EXPENSES	A		B		C=B/A		D		E		F=E/D		G		H^		I=G-F		
	Budget	June 2012 Actual	% Exp'd	June 2013 Budget	Actual	% Exp'd	Expected	% Exp'd	Expected	% Exp*	Expected	% Exp*	Expected	% Exp*	Expected	% Exp*	Expected	% Exp*	
Operating Expenses	1,900,894	845,146	44.5%	1,782,704	767,652	43.1%	50.0%	50.0%	123,700	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	6.9%
Capital Outlay	790,000	64,439	8.2%	640,000	93,403	14.6%	50.0%	50.0%	226,597	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	35.4%
Debt Principal	130,077	8,000	6.2%	131,077	9,000	6.9%	50.0%	50.0%	56,539	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	43.1%
Interest Expense	24,131	4,175	17.3%	21,690	3,750	17.3%	50.0%	50.0%	7,095	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	32.7%
Totals:	2,845,102	921,760	32.4%	2,575,471	873,805	33.9%	50.0%	50.0%	413,931	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	16.1%

Net Budget/Income/Variance: (\$358,469) \$243,720 \$356,416 \$297,752 \$119,544 6.1%

Key:

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(1) Interfund loan repayments are not received evenly throughout the year.

(2) Capital expenditures are not made evenly throughout the year.

City of Chehalis
Comparative Financial Reports
June 2012 and 2013

STORM FUND (#406) REVENUES	A		B		C=B/A		D		E		F=E/D		G		H^		I=F-G	
	Budget	June 2012 Actual	% Rec'd	June 2013 Budget	June 2013 Actual	% Rec'd	Budget	Actual	% Rec'd	Expected %	Actual	% Rec'd	Expected %	Expected	Actual	Expected	Variance	%
Storm & Surface Water Fees	\$407,780	\$202,786	49.7%	\$441,674	\$219,436	49.7%			50.0%			49.7%	50.0%	(\$1,401)	0	0	0	N/A
Storm Connection/Misc. Fees	0	5,477	N/A	0	0	N/A			50.0%			N/A	50.0%	(250)	0	0	0	N/A
Interest Earnings	500	0	0.0%	500	0	0.0%			50.0%			0.0%	50.0%	778	0	0	0	-50.0%
Misc. Revenues/Insurance	0	2,461	N/A	0	0	N/A			50.0%			N/A	50.0%	778	0	0	0	N/A
Totals:	\$408,280	\$210,724	51.6%	\$442,174	\$220,214	49.8%			50.0%			49.8%	50.0%	(\$873)	0	0	0	-0.2%

STORM FUND (#406) EXPENSES	A		B		C=B/A		D		E		F=E/D		G		H^		I=G-F	
	Budget	June 2012 Actual	% Exp'd	June 2013 Budget	June 2013 Actual	% Exp'd	Budget	Actual	% Exp'd	Expected %	Actual	% Exp'd	Expected %	Expected	Actual	Expected	Variance	%
Operating Expenses	\$358,897	\$153,835	42.9%	\$345,875	\$185,309	53.6%			50.0%			53.6%	50.0%	(\$12,372)	0	0	0	N/A
Capital Outlay	31,416	0	0.0%	0	0	N/A			50.0%			N/A	50.0%	0	0	0	0	N/A
Totals:	390,313	153,835	39.4%	345,875	185,309	53.6%			50.0%			53.6%	50.0%	(12,372)	0	0	0	-3.6%
Net Budget/Income/Variance:	\$17,967	\$56,889		\$96,299	\$34,905									(\$13,245)				-3.8%

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 H=(D*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

RECOMMENDATION/COUNCIL ACTION DESIRED
 This report is for the Council's information only. No action is necessary.
 Reviewed by  City Manager

**City of Chehalis
Sales & Use Tax Revenue**

Month-by-Month Comparisons									
	2007	2008	2009	2010	2011	2012	2013	% Chg.	Key
January	303,003.96	338,775.84	311,681.25	242,158.24	255,550.11	239,905.57	271,375.98	13.1%	1
February	370,242.18	325,708.20	326,987.75	296,867.87	288,322.28	293,448.86	322,000.58	9.7%	2
March	275,769.04	352,594.58	247,974.49	269,687.71	209,202.31	201,418.97	221,154.40	9.8%	3
April	262,854.70	323,886.70	245,182.86	223,636.27	211,769.41	229,146.29	231,493.06	1.0%	
May	309,705.17	366,700.91	255,481.63	246,998.74	269,316.42	250,189.48	271,850.87	8.7%	3
June	288,762.68	340,751.01	266,335.35	228,867.63	253,348.87	253,817.94	265,285.99	4.5%	2
July	280,090.89	352,426.34	270,324.94	239,316.92	235,882.93	251,676.19			
August	367,841.64	416,021.47	276,851.50	268,052.83	264,592.08	264,996.44			
September	331,262.66	327,171.53	250,448.70	246,365.20	320,998.49	276,271.10			
October	353,302.89	305,787.51	345,695.15	260,630.19	245,472.95	283,408.61			
November	352,562.39	373,132.35	257,314.61	251,801.70	261,382.66	273,852.79			
December	314,120.78	194,375.82	234,399.17	241,368.04	233,191.67	258,144.76			
Year Totals	3,809,518.98	4,017,332.26	3,288,677.40	3,015,751.34	3,049,030.18	3,076,277.00			N/A
As of 6/XX:	1,810,337.73	2,048,417.24	1,653,643.33	1,508,216.46	1,487,509.40	1,467,927.11	1,583,160.88	7.9%	
As of 1st Qtr.:	949,015.18	1,017,078.62	886,643.49	808,713.82	753,074.70	734,773.40	814,530.96	10.9%	

Key:

- 1 Increase is primarily attributable to manufacturing, retail, and construction.
- 2 Increase is primarily attributable to retail and construction.
- 3 Increase is primarily attributable to retail.

CITY OF CHEHALIS
AGENDA REPORT

DATE: July 10, 2013
TO: The Honorable Mayor and City Council
FROM: Herta Fairbanks, Public Works Director
Dennis Osborne, Community Development Director
SUBJECT: Fill and Grade Municipal Code Amendments

ISSUE

The city issues fill and grade permits to applicants through the Development Review Committee and the present authority for issuing said permits rests with the Public Works Department. This amendment is to propose changing the permitting authority to Community Development where all other environmental permitting and approvals are performed.

DISCUSSION

The city issues fill and grade permits to applicants seeking to fill or grade their property. Fill and grade permits are required within the city limits and the urban growth area and are issued primarily to ensure compliance with applicable environmental regulations. The environmental arm of the city is the Community Development Department and the approval/issuing authority for all other environmental permits and approvals is the building official or the community development director. In addition, the Public Works Department typically focuses on work within the right of way and the Community Development Department's focus is on work on private property. Most all fill and grade permits are on private property and fill and grade permits are the only environmental permits that are currently issued by the Public Works Department. This ordinance is proposed to consolidate the environmental permitting for applicants to the City and streamline the application process.

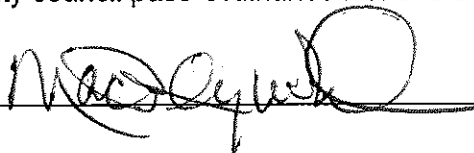
The council passed Ordinance No. 912-B on first reading on July 8, 2013.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the city council pass Ordinance No. 912-B on second and final reading.

SUGGESTED MOTION

I move that the city council pass Ordinance No. 912-B on second and final reading.

REVIEWED BY:  _____, CITY MANAGER

ORDINANCE NO. 912-B

AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, AMENDING ORDINANCE NO. 454-B PROVIDING FOR THE REGULATION OF ALL LAND DISTURBING ACTIVITY WITHIN THE CITY OF CHEHALIS, TO CONTROL ACCELERATED EROSION AND SEDIMENTATION IN ORDER TO PREVENT DAMAGE TO PUBLIC OR PRIVATE PROPERTY; AND TO PREVENT SEDIMENT OR SEDIMENT-RELATED POLLUTION OF WATER AND OTHER DAMAGE TO RIVERS, CREEKS, WETLANDS AND OTHER WATER RESOURCES IN THE CITY OF CHEHALIS; ESTABLISHING THE PROCEDURES THROUGH WHICH THESE PURPOSES CAN BE ATTAINED; AND ESTABLISHING THE EFFECTIVE DATE HEREOF.

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

Section 1. Section 15.28 (LAND-DISTURBING ACTIVITY) of the Chehalis Municipal Code shall be, and the same amended as follows:

15.28.070 Permit – Required when – Standards for work.

A. Plan Required. No person shall initiate any land-disturbing activity which uncovers more than one contiguous acre without having a permit as required by this chapter. All work must be performed in accordance with a sequence shown on the approved plan or a revised sequence approved by the community development director;

15.28.090 Permit – Application – Form and filing.

To obtain a permit an applicant first must file an application in writing upon forms furnished by the community development department. The application must be signed by the owner of the property, or an authorized agent of the owner, where the land-disturbing activity is to be performed. If the owner is a corporation, the application must be signed by the president or vice-president and attested by the secretary or assistant secretary. The corporate seal must be affixed to the application. [Ord. 454B, 1992.]

15.28.100 Permit – Application – Contents.

The application for a permit must include the following:

K. Any supplemental material required by the community development director. [Ord. 454B, 1992.]

15.28.120 Interim erosion and sediment control plan.

D. An estimate of the cost of implementing and maintaining all interim erosion and sediment control measures must be submitted in a form acceptable to the community development director. [Ord. 454B, 1992.]

15.28.130 Final erosion and sediment control plan.

C. An estimate of the costs of implementing and maintaining all final erosion and sediment control measures must be submitted in a form acceptable to the community development director. [Ord. 454B, 1992.]

15.28.150 Engineering geology report.

A. An engineering geology report, when required by the community development director, shall be based on adequate and necessary test borings and shall contain the following information:

1. An adequate description of the geology of the site.
2. Conclusions and recommendations regarding the effect of geologic conditions on the proposed development. Opinions and recommendations covering the adequacy of sites to be developed by the proposed grading.

15.28.200 Permit – Issuance authority.

The community development director is the designated agent for the issuance of clearing/filling/grading permits in the city. The director shall have the authority to prepare regulations and set administrative procedures to carry out the purposes and intent of this chapter and related codes, policies, and regulations. [Ord. 454B, 1992.]

15.28.210 Permits – Issuance conditions.

A. Permit Issuance. A clearing/filling/grading permit shall be issued only in conjunction with one or more of the following:

1. A valid building permit application; provided no clearing and grading permit will be issued until a decision has been issued by the community development director approving any required design review for the subject property and the time for appealing that decision has expired without an appeal having been filed. If an appeal is filed, no permit shall be issued until the city has made a final decision;

D. Detailed guidelines for permit application are available from the community development department on request. The application for permit shall be accompanied by:

1. Three sets of plans and specifications prepared in conformance with this regulation and development standards of the city;
2. The permit fee; and
3. An approved means of security.

15.28.230 Permit – Additional conditions – Authorized when.

A. In granting any permit, the city may attach the conditions that it deems reasonably necessary to prevent sedimentation of public or private property, any sewer, storm drain, or watercourse, to prevent the operation from being conducted in a manner hazardous to life or property, or in a manner likely to create a nuisance. Those conditions may include the erection or installation of walls, drains, dams and structures, plantings, and erosion and sediment control measures or devices, furnishing necessary easements and a specified method of performing the work. These items must be identified on the erosion and sediment control plan submitted for approval. The following shall be conditions of all permits:

8. Allow the community development director to enter the site for the purpose of inspecting compliance with the control plan or for performing any work necessary to bring the site into compliance with the control plan;

15.28.240 Permit – Duration.

Permits shall be valid for a period of up to 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The community development director may extend the period one or more times up to an additional 180 days. The director may require additional control measures as a condition of the extension if they are necessary to meet the requirements of this chapter. [Ord. 454B, 1992.]

15.28.260 Permit revocation and suspension – Procedure – Stop-work order.

A. Any permit issued under this chapter may be revoked or suspended by the community development director, after notice, for:

15.28.290 Clearing and grading.

B. Grading. Changes in site topography shall conform to the following restrictions and those set forth in the development standards:

3. The maximum surface gradient on any artificially created slope shall be two feet of horizontal run to one foot of vertical fall. The gradient may be increased to that gradient which can be demonstrated through engineering calculations as outlined in the development standards to be stable with a 1.5 factor of safety if, in the opinion of the community development director, it has been demonstrated by the applicant through engineering calculations that surface erosion can be controlled to that erosion rate equal to a two-to-one (2:1) slope under the same conditions;

15.28.310 Inspection access.

Authorized representatives of the community development department may enter properties permitted under this chapter for the purpose of inspection and enforcement of the provisions of this chapter. [Ord. 454B, 1992.]

15.28.330 Inspection requirements during construction.

A. A copy of the approved erosion and sediment control plan and the sediment control permit must be available on site for inspection by authorized representatives of the community development department.

D. When approved plans developed under the provisions of this chapter show the use of temporary basins or permanent storm water management structures, the department may require the submission of supportive documents such as test results, as-built plans, or material certifications. If necessary, in addition to its own inspections, the department may require that any portion of the construction of basins or structures be inspected and certified by a licensed professional engineer or land surveyor. At the community development director's option, the permittee may secure the services of a licensed professional engineer or land surveyor to inspect the construction of the facilities and provide the department with a fully documented certification that all construction is done in accordance with the provisions of the approved plan, applicable rules, regulations, and specifications. If a certification is provided to the department, inspections required for that basin or structure may be waived. In these cases, the department must be notified at the time of the required inspection points and may make spot inspections.

15.28.380 Hazard determination authority – Existing excavations – Notice to repair.

Whenever the community development director determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use, or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agency in control of the property, upon receipt of notice in writing from the building official, shall, within the period specified therein, repair or eliminate such excavation or embankment so as to eliminate the hazard and be in conformance with the requirements of this chapter. [Ord. 454B, 1992.]

15.28.390 Determination of risk hazard – Current job site.

A. If the city, either upon review of such plan or on inspection of the job site, determines that a significant risk of accelerated erosion or off-site sedimentation exists, the city will require a revised plan. Pending the preparation of the revised plan, work shall cease or shall continue under conditions outlined by the community development director.

15.28.400 Deposits of soil or other material prohibited.

C. If any soil, earth, sand, gravel, rock, stone, or other material is caused to be deposited upon or to roll, flow, or wash upon any public or private property in violation of subsections (A) and (B) of this section, the person responsible must be notified and must cause the material to be removed from that property within 24 hours. In the event of an immediate danger to the public health or safety, notice must be given by the most expeditious means and the material must be removed immediately. In the event it is not so removed, the community development department may cause the removal and the cost of that removal by the department must be paid to the city by the person who failed to remove the material. The cost of

removal is a lien upon all property and all rights to property, real or personal, of any person liable to pay that cost. The cost of removal must be listed on the tax bill and must be collected in the manner of ordinary taxes; provided, however, that this section must not be interpreted as prohibiting the department from proceeding directly with alternative enforcement procedures set forth in this chapter. [Ord. 454B, 1992.]

15.28.410 Appeals.

A. Any person aggrieved by the action of any official charged with the enforcement of this chapter, as the result of the disapproval of a properly filed application for a permit, issuance of a written notice of violation, or an alleged failure to properly enforce the chapter in regard to a specific application, shall have the right to appeal the action to the community development director. The appeal shall be filed in writing within 15 days of official transmittal of the final decision or determination to the applicant, and shall state clearly the grounds on which the appeal is based.

15.28.420 Liability limitations.

The community development director and other employees charged with the enforcement and administration of this policy, acting for the city in good faith and without malice in the discharge of their duties, shall not thereby render themselves liable personally for any damages which may accrue to persons or property as a result of any act required or by reason of any act or omission in the discharge of such duties. [Ord. 454B, 1992.]

Section 2. Section 12.04 (ENGINEERING DEVELOPMENT CODE) of the Chehalis Municipal Code shall be, and the same hereby is amended to read as follows:

12.04.060 Definition of terms.

"Fill permit" means a permit issued by the Chehalis community development department prior to the commencement of any filling, grading, clearing or other land-disturbing activities. [Ord. 819B § 13, 2007; Ord. 810B § 6, 2006; Ord. 785B § 14 (1.02), 2005; Ord. 767B, 2004.]

Section 3. Section 17.09 (ORGANIZATION AND ENFORCEMENT) of the Chehalis Municipal Code shall be, and the same hereby is, amended to read as follows:

17.09.070 Development review committee (DRC).

I. The fire department and police department issue fire code permits and parking permits; the community development department issues permits for clearing, filling, grading, right-of-way, utility installation and various other approvals; the community development department issues permits for building, zoning (land use), flood hazard zone, Shoreline Management Act, SEPA approvals and various other permits and approvals. Each of these permitting systems has been designed to address specific or unique issues

related to any development proposal and is administered by the department having the related expertise. Any development proposal may be exempt from any of these permit systems, or may be under the jurisdiction of all of them. [Ord. 819B § 13, 2007; Ord. 810B § 6, 2006; Ord. 769B § 8, 2004; Ord. 767B, 2004; Ord. 766B, 2004; Ord. 720B § 1, 2002.]

Section 4. Effective Date.

The effective date of this ordinance shall be the 1st day of August, 2013.

PASSED by the City Council of the City of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this ____ day of _____, 2013.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Includes
Highlighted
Changes

ORDINANCE NO. 912-B

AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, AMENDING ORDINANCE NO. 454-B PROVIDING FOR THE REGULATION OF ALL LAND DISTURBING ACTIVITY WITHIN THE CITY OF CHEHALIS, TO CONTROL ACCELERATED EROSION AND SEDIMENTATION IN ORDER TO PREVENT DAMAGE TO PUBLIC OR PRIVATE PROPERTY; AND TO PREVENT SEDIMENT OR SEDIMENT-RELATED POLLUTION OF WATER AND OTHER DAMAGE TO RIVERS, CREEKS, WETLANDS AND OTHER WATER RESOURCES IN THE CITY OF CHEHALIS; ESTABLISHING THE PROCEDURES THROUGH WHICH THESE PURPOSES CAN BE ATTAINED; AND ESTABLISHING THE EFFECTIVE DATE HEREOF.

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A. Plan Required. No person shall initiate any land-disturbing activity which uncovers more than one contiguous acre without having a permit as required by this chapter. All work must be performed in accordance with a sequence shown on the approved plan or a revised sequence approved by the community development ~~public-works~~ director;

15.28.090 Permit – Application – Form and filing.

To obtain a permit an applicant first must file an application in writing upon forms furnished by the community development ~~public-works~~ department. The application must be signed by the owner of the property, or an authorized agent of the owner, where the land-disturbing activity is to be performed. If the owner is a corporation, the application must be signed by the president or vice-president and attested by the secretary or assistant secretary. The corporate seal must be affixed to the application. [Ord. 454B, 1992.]

15.28.100 Permit – Application – Contents.

The application for a permit must include the following:

K. Any supplemental material required by the community development ~~public-works~~ director. [Ord. 454B, 1992.]

15.28.120 Interim erosion and sediment control plan.

D. An estimate of the cost of implementing and maintaining all interim erosion and sediment control measures must be submitted in a form acceptable to the community development public-works director. [Ord. 454B, 1992.]

15.28.130 Final erosion and sediment control plan.

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15.28.150 Engineering geology report.

A. An engineering geology report, when required by the community development public-works director, shall be based on adequate and necessary test borings and shall contain the following information:

1. An adequate description of the geology of the site.
2. Conclusions and recommendations regarding the effect of geologic conditions on the proposed development. Opinions and recommendations covering the adequacy of sites to be developed by the proposed grading.

15.28.200 Permit – Issuance authority.

The community development public-works director is the designated agent for the issuance of clearing/filling/grading permits in the city. The director shall have the authority to prepare regulations and set administrative procedures to carry out the purposes and intent of this chapter and related codes, policies, and regulations. [Ord. 454B, 1992.]

15.28.210 Permits – Issuance conditions.

A. Permit Issuance. A clearing/filling/grading permit shall be issued only in conjunction with one or more of the following:

1. A valid building permit application; provided no clearing and grading permit will be issued until a decision has been issued by the community development public-works director approving any required design review for the subject property and the time for appealing that decision has expired without an appeal having been filed. If an appeal is filed, no permit shall be issued until the city has made a final decision;

D. Detailed guidelines for permit application are available from the community development public-works department on request. The application for permit shall be accompanied by:

1. Three sets of plans and specifications prepared in conformance with this regulation and development standards of the city;

2. The permit fee; and
3. An approved means of security.

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A. In granting any permit, the city may attach the conditions that it deems reasonably necessary to prevent sedimentation of public or private property, any sewer, storm drain, or watercourse, to prevent the operation from being conducted in a manner hazardous to life or property, or in a manner likely to create a nuisance. Those conditions may include the erection or installation of walls, drains, dams and structures, plantings, and erosion and sediment control measures or devices, furnishing necessary easements and a specified method of performing the work. These items must be identified on the erosion and sediment control plan submitted for approval. The following shall be conditions of all permits:

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15.28.240 Permit – Duration.

Permits shall be valid for a period of up to 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The community development public-works director may extend the period one or more times up to an additional 180 days. The director may require additional control measures as a condition of the extension if they are necessary to meet the requirements of this chapter. [Ord. 454B, 1992.]

15.28.260 Permit revocation and suspension – Procedure – Stop-work order.

A. Any permit issued under this chapter may be revoked or suspended by the community development public-works director, after notice, for:

15.28.290 Clearing and grading.

B. Grading. Changes in site topography shall conform to the following restrictions and those set forth in the development standards:

3. The maximum surface gradient on any artificially created slope shall be two feet of horizontal run to one foot of vertical fall. The gradient may be increased to that gradient which can be demonstrated through engineering calculations as outlined in the development standards to be stable with a 1.5 factor of safety if, in the opinion of the community development public-works director, it has been demonstrated by the applicant through engineering calculations that surface erosion can be controlled to that erosion rate equal to a two-to-one (2:1) slope under the same conditions;

15.28.310 Inspection access.

Authorized representatives of the community development public works department may enter properties permitted under this chapter for the purpose of inspection and enforcement of the provisions of this chapter. [Ord. 454B, 1992.]

15.28.330 Inspection requirements during construction.

A. A copy of the approved erosion and sediment control plan and the sediment control permit must be available on site for inspection by authorized representatives of the community development public works department.

D. When approved plans developed under the provisions of this chapter show the use of temporary basins or permanent storm water management structures, the department may require the submission of supportive documents such as test results, as-built plans, or material certifications. If necessary, in addition to its own inspections, the department may require that any portion of the construction of basins or structures be inspected and certified by a licensed professional engineer or land surveyor. At the community development public works director's option, the permittee may secure the services of a licensed professional engineer or land surveyor to inspect the construction of the facilities and provide the department with a fully documented certification that all construction is done in accordance with the provisions of the approved plan, applicable rules, regulations, and specifications. If a certification is provided to the department, inspections required for that basin or structure may be waived. In these cases, the department must be notified at the time of the required inspection points and may make spot inspections.

15.28.380 Hazard determination authority – Existing excavations – Notice to repair.

Whenever the community development public works director determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use, or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agency in control of the property, upon receipt of notice in writing from the building official, shall, within the period specified therein, repair or eliminate such excavation or embankment so as to eliminate the hazard and be in conformance with the requirements of this chapter. [Ord. 454B, 1992.]

15.28.390 Determination of risk hazard – Current job site.

A. If the city, either upon review of such plan or on inspection of the job site, determines that a significant risk of accelerated erosion or off-site sedimentation exists, the city will require a revised plan. Pending the preparation of the revised plan, work shall cease or shall continue under conditions outlined by the community development public works director.

15.28.400 Deposits of soil or other material prohibited.

C. If any soil, earth, sand, gravel, rock, stone, or other material is caused to be deposited upon or to roll, flow, or wash upon any public or private property in violation of subsections (A) and (B) of this section, the person responsible must be notified and must cause the material to be removed from that property within 24 hours. In the event of an immediate danger to the public health or safety, notice must be given by the most expeditious means and the material must be removed immediately. In the event it is not so removed, the community development public-works department may cause the removal and the cost of that removal by the department must be paid to the city by the person who failed to remove the material. The cost of removal is a lien upon all property and all rights to property, real or personal, of any person liable to pay that cost. The cost of removal must be listed on the tax bill and must be collected in the manner of ordinary taxes; provided, however, that this section must not be interpreted as prohibiting the department from proceeding directly with alternative enforcement procedures set forth in this chapter. [Ord. 454B, 1992.]

15.28.410 Appeals.

A. Any person aggrieved by the action of any official charged with the enforcement of this chapter, as the result of the disapproval of a properly filed application for a permit, issuance of a written notice of violation, or an alleged failure to properly enforce the chapter in regard to a specific application, shall have the right to appeal the action to the community development public-works director. The appeal shall be filed in writing within 15 days of official transmittal of the final decision or determination to the applicant, and shall state clearly the grounds on which the appeal is based.

15.28.420 Liability limitations.

The community development public-works director and other employees charged with the enforcement and administration of this policy, acting for the city in good faith and without malice in the discharge of their duties, shall not thereby render themselves liable personally for any damages which may accrue to persons or property as a result of any act required or by reason of any act or omission in the discharge of such duties. [Ord. 454B, 1992.]

Section 2. Section 12.04 (ENGINEERING DEVELOPMENT CODE) of the Chehalis Municipal Code shall be, and the same hereby is amended to read as follows:

12.04.060 Definition of terms.

"Fill permit" means a permit issued by the Chehalis community development public-works department prior to the commencement of any filling, grading, clearing or other land-disturbing activities. [Ord. 819B § 13, 2007; Ord. 810B § 6, 2006; Ord. 785B § 14 (1.02), 2005; Ord. 767B, 2004.]

Section 3. Section 17.09 (ORGANIZATION AND ENFORCEMENT) of the Chehalis Municipal Code shall be, and the same hereby is, amended to read as follows:

17.09.070 Development review committee (DRC).

I. The fire department and police department issue fire code permits and parking permits; the community development ~~public-works~~ department issues permits for clearing, filling, grading, right-of-way, utility installation and various other approvals; the community development department issues permits for building, zoning (land use), flood hazard zone, Shoreline Management Act, SEPA approvals and various other permits and approvals. Each of these permitting systems has been designed to address specific or unique issues related to any development proposal and is administered by the department having the related expertise. Any development proposal may be exempt from any of these permit systems, or may be under the jurisdiction of all of them. [Ord. 819B § 13, 2007; Ord. 810B § 6, 2006; Ord. 769B § 8, 2004; Ord. 767B, 2004; Ord. 766B, 2004; Ord. 720B § 1, 2002.]

Section 4. Effective Date.

The effective date of this ordinance shall be the 1st day of August, 2013.

PASSED by the City Council of the City of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this ____ day of _____, 2013.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

**CITY OF CHEHALIS
AGENDA REPORT**

DATE: July 17, 2013
TO: The Honorable Mayor and City Council
FROM: Herta Fairbanks, Public Works Director
SUBJECT: Interlocal Agreement with Lewis County

ISSUE

The Administration has been working with Lewis County on developing an interlocal agreement for funding and use of the County's Pictometry Project.

DISCUSSION

Lewis County has been working on adding Pictometry to their service offerings. Pictometry is a program that allows for aerial views of the region based upon photos taken from airplanes at the request of the hosting agency. The photos were taken last fall/winter and are updated on a cycle set by the host agency. The program allows measuring and virtual analysis of building spacing, height, identification of critical infrastructure, etc. The program is commonly used by all areas of government including police, fire, public works, building/planning, etc.

Late last year, Tim Elsea, Public Works Director for the County, presented the Pictometry program to the City's administration as well as other regional entities and provided an overview of its functionality. The purpose of the presentation was to determine what level of interest there was in partnering in establishing the program. After the presentation, the City administration determined that there would be significant value to the City in partnering with the County on this program. The County developed the City's cost allocation based upon the overall interest from jurisdictions throughout Lewis County. The City's initial investment is estimated at \$13,779, payable over three years. Each "seat" the City acquires, which would allow access to the program, will come at an estimated cost of \$29 per seat per year. The Administration is still in the process of determining how many seats will be requested.

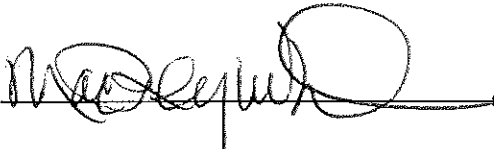
RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the Council authorize the City Manager to execute the Interlocal Cooperative Agreement between the City and Lewis

County to establish a cost sharing partnership for licensed pictometry imagery and software services.

SUGGESTED MOTION

I move that the council authorize the city manager to execute the Interlocal Cooperative Agreement between the City and Lewis County establishing a cost sharing partnership for licensed pictometry imagery and software services.

REVIEWED BY:  _____, CITY MANAGER

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
LEWIS COUNTY AND CITY OF CHEHALIS
TO ESTABLISH A COST SHARING PARTNERSHIP
FOR LICENSED PICTOMETRY IMAGERY AND SOFTWARE SERVICES**

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this day of _____, 2013, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Chehalis, a municipal corporation, special purpose district, or other public agency hereinafter referred to as the "Agency" (collectively, the "Parties").

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1.0 RESPONSIBILITIES:

1.1. County Responsibilities: Upon completion of the image acquisition, a signed Interlocal Cooperative Agreement, signed License Agreement(s) between the County and Pictometry, and a signed Authorized Subdivision User Agreement (Exhibit A), the County agrees to furnish the Agency the following products and services:

1.1.1. Login credentials for the use of Pictometry Connect which provides internet-based access to the oblique and vertical aerial photos, "ChangeFindr" building footprints, and specialized Pictometry tools/software. Logins/seats to Pictometry Connect will be provided in the quantity specified by the Agency. Logins will be based on email addresses, so each login will require a valid email address provided by the Agency.

1.1.2. In lieu of, or in addition to, Pictometry Connect, and upon Agency's request, the County will deliver a portable USB hard drive containing all the licensed Pictometry products, including the image library. The blank USB hard drive is to be provided by the Agency or, if provided by the County, such cost shall be reimbursed to the County. Hard drive will include vertical aerialphotos, oblique aerialphotos, "ChangeFindr" building footprints, and Pictometry's desktop software: Electronic Field Study (EFS).

1.1.3 End User Orientation Training Session which may be taught on two separate occasions by Pictometry. The Agency may designate two authorized representatives to attend each training session. In addition, the County may organize one Advanced User Technical Training Session which will be taught by Pictometry. The Agency may designate one authorized representative to attend this session. Additional periodic training for new users or as refresher may be provided either in a live instructor-led format or in a digital recorded tutorial format.

1.1.4. Three hours of telephone/in-person support per year by the County to help resolve issues and problems in the installation, maintenance, and use of the licensed products provided herewith.

1.1.5. Annual billing for the use of licensed Pictometry products. This also includes oversight of the financial accounting between the County and the Agency.

1.1.6. Extended support services beyond the aforementioned requirements for specialized training, support, or other service related to the support of Pictometry products. These extended services shall require a work order and financial compensation as specified in Section 5.5 Extended Services and Work Orders.

1.2 Agency Responsibilities: Upon completion of the image acquisition, a signed Interlocal Cooperative Agreement, signed License Agreement(s) between the County and Pictometry, and a signed Authorized Subdivision User Agreement (Exhibit A), the Agency agrees to the following:

1.2.1. Compliance with this Interlocal Cooperative Agreement and the License Agreement(s) between the County and Pictometry and execution of and compliance with the Authorized Subdivision User Agreement.

1.2.2. To designate one employee as the Liaison between the County and the Agency as a single point of contact for disseminating information to the Agency's end users. The designated Liaison and their contact information shall be reported to the County.

1.2.3. The Liaison or their designee shall distribute the Pictometry products to the Agency's authorized users in accordance with this Interlocal Cooperative Agreement, the Pictometry License Agreement, and the Authorized Subdivision User Agreement. Liason shall provide additional Pictometry training and technical support to their Authorized Users (as defined in the Pictometry License Agreement and Authorized Subdivision User Agreement).

1.2.4. Agrees to furnish the County valid email addresses for use as Pictometry Connect logins and names and contact information that correspond to those email addresses. The number of requested Pictometry Connect seats must equal the number of email addresses furnished. Each Pictometry Connect seat (login account) can only be used in one location at a time.

1.2.6. If the Agency requires the data and software locally installed, it agrees to provide a USB hard drive for the County to use to deliver the Pictometry licensed products as stated in Section 1.1.2 above, or agrees to reimburse the County for same.

1.2.7. The Agency shall notify the County within ten business days after the Agency receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the Agency's rights under this agreement.

2.0 SERVICE CONDITIONS AND DATA LIMITATIONS

2.1 Acceptance of Completed Work: The County's contract with Pictometry was scheduled for image acquisition between March and April (partial leaf-off tree condition to insure more visibility) of 2013. This was contingent upon weather conditions and there was a possibility that the image acquisition may occur at later dates. Due to weather delays, at least some image acquisition will occur later than April of 2013. When the image acquisition and processing is complete, County will evaluate the overall dataset for acceptance with Pictometry. Once the County has received and approved the Pictometry products, access to the products may be made to the Agency through Pictometry Connect service as stated in Section 1.1.1 above. In addition, a copy of the accepted Pictometry products may be created on a portable USB hard drive and delivered to the Agency upon Agency's request and at Agency's expense as stated in Sections 1.1.2 and 1.2.6, above. The Agency has 15 calendar days to inspect the products and notify County of any product errors, omissions, flaws, or incomplete work. County will review the original accepted dataset for any problems identified by the Agency and provide a new copy of the original accepted dataset if differences are identified. If no errors are brought to the attention of the County within 15 calendar days, the product delivery to Agency shall be considered complete.

2.2 Product Archival and Retention: County is not responsible for the backup, retention, or archive of products provided to Agency. It is Agency's responsibility to maintain hard copy and digital records in accordance with Public Records Laws (RCW, 42.56 and WAC, Section 434). In the event that the Agency requests from the County another copy of the Pictometry products, the County shall be financially compensated for their actual costs to create and deliver an additional copy of the Pictometry products.

2.3 Confidential and Proprietary Information: The Agency acknowledges that it is a public agency and as such is required to allow members of the public access to certain materials within the Agency's control or possession. In the event the Agency receives a public records request for information or intellectual property belonging to Pictometry, within five days of receiving such request and prior to providing any materials to the Requestor, the Agency will notify both the County and Pictometry of such request for information and will make attempts to provide Pictometry with adequate time to seek a protective order under applicable law. Agency shall clearly mark all confidential or proprietary documents.

2.4 Data Limitations: The County makes no warranty, expressed or implied, concerning the Pictometry products content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. All Pictometry products are expressly provided As Is and with all faults. The County makes no warranty of fitness for a particular purpose and no representation as to the quality of any Pictometry products. No employee or agent of the County or the Agency is authorized to waive or modify this paragraph or make any representations or provide any warranties, expressed or implied, concerning the Pictometry products.

2.5 Spatial Accuracy: Electronic spatial data can be printed or represented at various scales other than the original source of the data. Agency is responsible for adhering to industry standard mapping practices, which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets.

3.0 DATA LIABILITY AND INDEMINIFICATION

3.1 Liability: County, its elected or appointed officers, employees or agents shall not be liable to Agency (or transferees or vendees of Agency) for damages of any kind, including personal injury damages, property damages, lost profits, lost savings, or any other incidental or consequential damages relating to the providing of the data or the use of it. Agency shall have no remedy at law or equity against the County in case the data provided is inaccurate, incomplete or otherwise defective in any way. Agency's only remedies are those specified in this agreement. County is supplying this information in good faith and Agency agrees to hold County, its elected or appointed officers, employees or agents harmless from any liability incurred as a result of using Pictometry products under this agreement.

3.2 Indemnification: Agency agrees to defend, indemnify and hold harmless County, its elected or appointed officers, employees or agents from any and all claims, judgments, settlements, attorney's fees or any costs by reason of any and all claims and demands made against County, its elected or appointed officials, or employees, for all damages or loss sustained by any person or persons including third parties, unless such loss or damage is due to the sole gross negligence of County, its elected or appointed officers, employees or agents. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

3.3 No Joint Venture or Partnership: It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed by or as a result of this Agreement.

3.4. Non-Conforming Service Remedy: For any services which fail to conform to the specification of this Agreement and/or of any Work Order issued pursuant to this Agreement, and if such failure is caused solely by the negligence of County, no charge will be invoiced. If both parties are negligent, they agree to apportion cost between them according to the damage attributable to the actions of each.

3.5. Equipment Damage: For any equipment damaged as the result of negligence by either party, that party will be obligated to pay for repair or replacement of that equipment. If both parties are negligent, the parties agree to apportion between them the damage attributable to the actions of each.

4.0 TREATMENT OF ASSETS

4.1 Property Title: The Pictometry products are licensed through Pictometry International and are subject to the provisions of the License Agreement between Pictometry and the County.

4.2 Use of Property: Any property furnished by County to Agency shall, unless otherwise provided in this Agreement, or approved by the owner, be used for the performance of this contract.

4.3 Notification: If any County property is lost or stolen the Agency shall immediately notify both Pictometry and the County and shall take all reasonable steps to protect the property.

5.0 SERVICE CHARGES AND PAYMENT PROVISIONS

5.1 Pictometry Product Fees: With Pictometry's approval, the County is making Pictometry products available to Authorized Subdivision Users as defined in the contract between the County and Pictometry. The Agency is identified as an Authorized Subdivision User and therefore is eligible to purchase Pictometry products from the County (subject to the requirements outlined in Section 2.1, Acceptance of Completed Work, of this agreement). The Agency shall pay a total of \$13779 for a three year license of Pictometry products (aerial images building footprints, and EFS desktop software), which will then turn into a perpetual use license for the existing EFS software and imagery. This cost will be split evenly over the three years and invoiced annually at \$4593 as described in Section 5.3. The cost of future software updates and technical support is not covered by this agreement.

5.2 Pictometry Connect Fees: Agency shall pay up to approximately \$29 per year on average over the three years of the agreement for each seat/login of Pictometry Connect that the Agency requests. The exact cost of each seat will be determined based on the total cost of the Pictometry Connect Service for a block of 200 seats plus County administration/support fee distributed amongst the total # of seats requested by all participating contributors. The Agency requests 8 seats, costing up to approximately \$232 per year on average over the three years of the agreement. This fee is payable on the same dates as the Pictometry Product Fees as described in Sections 5.3. A detailed description of how the per seat cost was calculated will be included with invoice. More seats can be requested during the term of this agreement at the final established per seat price as long as the total number of all seats requested by all contributors does not exceed 200.

5.3 Pictometry Product Payment Dates: The first payment for the deliverables described in Sections 5.1 and 5.2 is due one month after the Agency has received the Pictometry products. The second and third payments of are due no later than one year and two years, respectively, after the first payment due date. These payment amounts include fees for items in Sections 5.1 and 5.2, but do not include any fees for extended services per Section 5.5 or for delivery of the products on a USB hard drive per Section 1.1.1. Payment for items in 1.1.1 and 5.5 will be due upon fulfillment of those requests.

5.4 Continuation Beyond Three Years: The County has contracted with Pictometry for nine years to provide three flights (in 2013, 2016, and 2019) at constant rates. Should the Agency wish to continue as

a participant and contribute to the second and third flights, new Interlocal Agreements for each flight shall be entered into by the County and the Agency, replacing this one.

5.5 Extended Services and Work Orders: As specified in Section 1.1.6 of this agreement, the Agency may require extended support services in addition to the County's Responsibilities as stated in Section 1.1. These extended services may include additional specialized training, technical support, product development, data development or conversion, or other services related to Pictometry ("Extended Services"). Rates for Extended Services provided will be at the Lewis County Board of County Commissioners adopted rate for GIS staff custom labor of \$50 per hour and as amended from time to time.

5.5 Annual Support and Maintenance: In the case that the Agency chooses not to participate in future flights or the contract between the County and Pictometry terminates, an annual fee will be required for continued technical support and software updates from Pictometry. If the Agency chooses not to purchase the annual maintenance fee, the licensed software will not be supported or upgraded, but the Agency may continue to use the existing software to view the imagery per the terms of the perpetual use license.

6.0 AGREEMENT TERM AND TERMINATION

6.1 Agreement Term: This Agreement commences upon execution by signature of the Parties and shall terminate three years after the date of product acceptance between the County and Pictometry, unless renewed.

6.2 Termination for Public Convenience: Either party may terminate this Agreement in whole or in part upon 30 days' written notice to the other whenever County or Agency determines, in its sole discretion that such termination is in its best interests. In the event this Agreement is terminated in accordance with this paragraph, the County shall be entitled to full payment for all three years of the Pictometry Products.

7.0 MISCELLANEOUS AGREEMENT PROVISIONS

7.1 Invoices and Late Payment: County will invoice Agency when products are delivered and accepted per the payment provisions in Section 5.0. Payment is due upon receipt of invoice by Agency and shall be paid 30 days thereafter. A late payment charge may be applied to any remaining balance 60 days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of 1% per month. Agreements with balances more than 90 days past due may be terminated and services discontinued. Amounts disputed by Agency are not subject to late payment charges.

7.2 Disputes: Agency will promptly notify County of disputes regarding invoices and of services which Agency believes do not conform to the agreed upon terms of this Agreement or a Work Order.

7.3 Venue and Choice of Law: This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in the courts of competent jurisdiction in Lewis County, Chehalis, Washington.

7.4 Assignment: This Agreement may not be assigned by either party to a third party without the prior written consent of both County and Agency.

7.5 Waiver: If a breach of a provision of this Agreement is waived for a particular transaction or occurrence, waiver for a similar breach in a subsequent similar transaction or occurrence may not be implied.

7.6 Severability: If any term or condition of this Agreement or application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

7.7 Party Representatives: Listed below are the Parties' representatives for the purpose of carrying out this Agreement. All notices and communications which may be required by this Agreement shall be in writing and may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

Agency: City of Chehalis
Contact: Herta Fairbanks, Public Works Director
207 NE Kresky Ave
Chehalis, WA 98532
360-748-0238
hfairbanks@ci.chehalis.wa.us

County: Lewis County
Contact: Matt Hyatt, GIS Manager, Public Works Dept.
2025 NE Kresky Ave
Chehalis, WA 98532
360-740-1128
Matt.Hyatt@lewiscountywa.gov

EXHIBIT B

PICTOMETRY INTERNATIONAL CORPORATION
Authorized Subdivision User Agreement

The installation and use of this software is governed by a License Agreement between Pictometry and Lewis County ("Licensee"). To use this Software and the Pictometry Image Library you agree that you are an Authorized Licensee Subdivision and that you understand and will abide by the terms of the License Agreement.

"Authorized Users" shall mean such persons in the employ of Licensee, or in the employ of an Authorized Subdivision, as may be designated in writing by the Licensee from time to time to use and execute the Licensed Software on the designated computers. Licensee has agreed: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will not allow access to any of the Licensed Software or any Images except through Authorized Workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement. You agree that you are an Authorized User.

Further you agree that you will use the Software and Pictometry Image Library in the conduct of the operations of the Licensee and/or of the Authorized Subdivisions and to use and execute the Licensed Products for internal use in pursuit of its or their public responsibilities.

Agency shall remain obligated to the terms of the License Agreement for as long as they continue to use the product, regardless of the continued existence of any Interlocal Cooperative Agreement.

I Agree:

Effective Date- _____

AUTHORIZED SUBDIVISION NAME-

Signed- _____


Printed Name- _____

Title- _____

Address- _____

Phone- _____

**CITY OF CHEHALIS
AGENDA REPORT**

Date: July 16, 2013
To: The Honorable Mayor and City Council
From: Merlin G. MacReynold 
Subject: Resolution No. 11-2013 – Adopting Procedures on Selection of Recipients for Presentation of the Key to the City

ISSUE

Following up on a request of the council from the special meeting of July 15, the administration developed a resolution providing for procedures on selection of recipients of the key to the city.

DISCUSSION

On occasion, the Chehalis City Council may choose to present a “Key to the City” in honor, recognition, or appreciation of a person that has provided significant service to the city and community. The attached resolution provides that written recommendations must be submitted to the City Clerk and forwarded to the City Council for consideration and final decision.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council adopt Resolution No. 11-2013 on first and final reading.

SUGGESTED MOTION

I move that the council adopt Resolution No. 11-2013 on first and final reading.

RESOLUTION NO. 11-2013

**A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON,
ADOPTING PROCEDURES FOR SELECTION OF RECIPIENTS
OF THE KEY TO THE CITY.**

WHEREAS, the Chehalis City Council may have occasion to present a “Key to the City” in honor, recognition, or appreciation of a person that has provided significant service or leadership in the community, or other significant involvement deemed appropriate by the majority of the Chehalis City Council; and

WHEREAS, it is appropriate that the city council will have discretion on the recipients and is authorized to make recommendations and take formal action for the distribution of such keys. **NOW, THEREFORE**,

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

Section 1. A written request recommending a person be recognized for their outstanding service to the city and community must be submitted to the City Clerk’s Office located at the Chehalis City Hall.

Section 2. The City Clerk will then forward any recommendations to the City Council for consideration and final decision.

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 22nd day of July, 2013.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

**CITY OF CHEHALIS
AGENDA REPORT**

DATE: July 17, 2013
TO: The Honorable Mayor and City Council
FROM: Dennis Osborn – Community Development Dir.
SUBJECT: Naming of Community Pool and associated amenities

ISSUE

The Chehalis Foundation has partnered with the City for the renovation of the Chehalis Municipal Pool. Originally, this project was going to be a simple renovation involving replacement of mechanical equipment. However, as support grew for the idea of renovating the pool, the project has blossomed into a full renovation of the facility including enhancement of aquatic toys and a zero depth pool. In order to accomplish this broader vision of renovating the pool, the Foundation has called upon donors to make this project possible. As such, there has been interest in renaming the pool to reflect the renovation support by new benefactors.

DISCUSSION

The Foundation has completed the City application for naming a facility (see attached). In addition you will find an attached list of donors the Foundation is requesting to place name plaques of the donor on the aquatic toys and amenities for the pool project. You will also find an attached narrative detailing the reasons the names are being proposed for the pool.

REQUEST/COUNCIL ACTION DESIRED

It is requested that Council consider the naming proposed by the Chehalis Foundation as well as the name plaques recognizing significant financial support by contributors for different elements of the renovation.

SUGGESTED MOTION

I move that the city of Chehalis name the renovated pool “The Gail and Carolyn Shaw Aquatic Center,” and approve the name plaques recognizing significant financial support by contributors for different elements of the renovation.

REVIEWED BY:  _____, CITY MANAGER

**City of Chehalis Application for
Naming/Renaming of City Buildings, Facilities, and Parks or Interior
Features of Facilities**

To: City Manager

From: The Chehalis Foundation

Date: July 12, 2013

Subject: Request to Name a City Facility
 Request to Rename a City Facility – must also complete a supplemental application
 Request to Name an Interior Feature of a City Facility

Provide the name and address of City Building, Facility, Park or Interior Feature of a facility being requesting to name/rename.

Name: The Chehalis Pool

Address: 401 SW Parkland Dr., Chehalis, WA 98532

Name being requested: The Gail and Carolyn Shaw Aquatics Center

It is the policy of the city to choose names for public buildings, facilities, and parks based upon the site's relationship to the following criteria. Please place a check by the criteria in which your request qualifies.

- Neighborhood, geographic or common usage identification;
- A historical figure, place, event or other instance in historical or cultural significance that is directly related to the community and surrounding country;
- Natural or geographical features (hills, prairie, vegetation, rivers, streams) must relate to those found in the region within which the city is located;
- An organization that has donated a significant parcel of property or facility, or has provided the major source of financing for the acquisition/development of the public facility.
- An individual (living or deceased) who has made a significant land and/or monetary contribution to the city or who has had the contribution made in "memoriam" and when the name has been stipulated as a condition of the donation; Please list the land or monetary contribution being offered or contribution that has already been provided to the city (provide attachments if necessary):

Orin Smith has made the lead donation to the pool renovation project and with that donation he was offered the opportunity to name the pool complex.

- A facility may be named after a living or deceased individual only if that individual in his or her lifetime has enhanced the quality of life within the city through outstanding service to the

community in at least 4 of the following categories. Please place a check by the categories your applicant qualifies:

Involvement in a leadership role in civic organizations, which are devoted to community improvement and assistance to the underprivileged, economically disadvantaged, physically and/or mentally handicapped.

Actively promoted and directed community events and activities, which have clearly added to the quality of life and cultural enrichment within the community.

Actively promoted and implemented effective youth programs and activities within the community for the city's young people.

Actively promoted and implemented effective programs and activities within the community to enhance the lives of our senior citizens.

Page 2 - Application For Naming/Renaming of City Buildings, Facilities, and Parks or Interior Features of Facilities

Assumed an active leadership role in developing and implementing programs directed to the improvement of the visual appearance of the community at either the commercial or residential level or both.

Assumed an active leadership role in developing programs and/or facilities for collecting, promoting, and retaining of the many aspects of the historical heritage of the community.

Assumed an active leadership role in developing programs and facilities directed toward the improvement of community social and health needs as well as programs directed toward humanitarian purposes.

Deceased state or national leader.

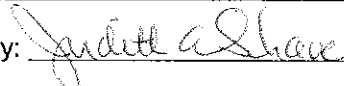
Please explain in detail why your recommendation should be honored and/or how your applicant enhanced the quality of life within the city through outstanding service to the community. Please attach documentation.

- By my signature hereon, I hereby certify that I have a full understanding of the implications of the above proposal, and request an opportunity to present testimony at any public hearing(s) held on this request. I further understand that the final decision on this request will be made by the Chehalis City Council.

Printed name: The Chehalis Foundation by Tim Sayler, President

Mailing address: P O Box 1608, Chehalis, WA 98532

Signature: 

Date Received: 7/17/13 By: 

**City of Chehalis Supplemental Application for
Renaming of City Buildings, Facilities, and Parks or Interior Features of
Facilities**

Policy - Renaming of City Buildings, Facilities, and Parks

Renaming of buildings, facilities, and parks carries with it a greater burden of process compared to initial naming. A name once selected for a park or facility should be bestowed with the intention that it will be permanent, and changes should be strongly resisted. Tradition and continuity of name and community identification are values that supersede fads and fashion. Applicants must address the issue of costs involved in the changing of an existing name (due to signage and a variety of written information that would need to be updated).

Please state the specific reason(s) why this name change is being requested.

The Chehalis Pool is going to undergo a major renovation including demolition and rebuilding the pool house, substantial upgrade and expansion of the pool and pool deck, fencing the immediate area around the park and rebuild of one of the picnic structures. The entire project is being funded with private contributions, state grant and state capital funds. The fundraising strategy included offering naming opportunities based on level of giving. Orin Smith, as the lead contributor, was given the opportunity to name the facility. Future naming recommendations will be made to City Council as other lead donors make their decisions.

Please list the anticipated/expected costs affiliated with the proposed name change.

It is a \$2.2MM project. The name change itself should not create any unbudgeted expenses.

How do you propose that the costs affiliated with changing the name be funded?

Private donations.

CHEHALIS POOL

Orin Smith's recommendation to the City of Chehalis to name the pool:

The Gail and Carolyn Shaw Aquatic Center.

When I really think about leadership in this community I think first about Gail and Carolyn Shaw. Gail I apologize for focusing on you and Carolyn but I believe this is very important so please hear me out. If you look at the last fifty years you quickly recognize the Shaws have been engaged in every major initiative from a time preceding the "Adventure in Cooperation" and continuing through today. This city's record of economic and community development would be the envy of any city of this size and the Shaws have been part of it all.

Among many other initiatives the Shaws were instrumental in establishing the "Adventure in Cooperation" that became the foundation for the Industrial Commission, the original Chehalis Pool and many other projects.

In later years, the Shaws continued their engagement with the Industrial Commission. Gail was one of the "Gandy Dancers" along with Don Rhodes' father and many others who created a rail line to the Port and helped bring Goodyear and more than a dozen other companies to Chehalis along with well over 1,000 jobs.

The Shaws were important contributors to and supporters of the original Chehalis pool as they are of our current initiative. Let those of us with long memories ignore the fact that Gail wanted to construct the original pool with aluminum.

The Shaws have been long-term supporters of Centralia College. They were active supporters as well as financial contributors to the Chehalis library and they have also been important supporters of the Renaissance Committee and the Children's Museum.

I am going to stop with these examples of the Shaws' commitment to this community because to do otherwise would be to recite the history of community and economic development in Chehalis. However, beyond the individual projects they championed resides what is perhaps Gail's most important and enduring contribution to this community. And that is the fact he has been a mentor to almost everyone in this room. You all know his Rules for Success: work together, make friends, build resources, rise with the dawn, play well with others, train others and turn over the reins. At age 94 we can't help but wonder when he plans to turn over the reins. What we do know is he has prepared his many successors for that day.

The reason I have focused on Gail and Carolyn Shaw is that they inspire me and they inspire all of us to become better leaders. It is very clear that no other couple has made such an enormous commitment to Chehalis or a more important difference in the lives of the people who live here. Their leadership is something we should all aspire to emulate. Leadership then, Leadership now, and Leadership in the future –together we are making

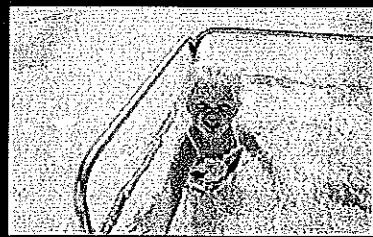
Chehalis a great city to live. And as Gail said in an article he wrote in 1956, “The future holds horizons unlimited for the people of Chehalis as they continue to study and work together.”

Let me conclude my remarks by thanking you once again for the contributions you have made to this project. In addition, I want you to know we will exercise our naming rights today by recommending to the City the new pool project be named the Gail and Carolyn Shaw Aquatic Center.

BE A LIFESAVER

CHEHALIS OUTDOOR POOL NAMING OPPORTUNITIES

Amount	Project Needs	Amount	Project Needs
\$200,000	Pool Building - Taken	\$15,000	Deck Lighting
\$150,000	Pool - Taken	\$15,000	Spray Park Play Area
\$125,000	Vestibule - Taken	\$10,000	Men's Dressing Stalls
\$100,000	Spray Park - Taken	\$10,000	Women's Dressing Stalls
\$50,000	Pool Deck - Taken	\$40,000	Spray Park Restroom #1 - Taken
\$50,000	Honor Board - Taken	\$10,000	Spray Park Restroom #2
\$50,000	Community Room - Taken	\$10,000	Outside Benches
\$50,000	Men's Locker Room	\$10,000	Staff Locker Room/First Aid Station
\$50,000	Women's Locker Room - Taken	\$10,000	Boiler Room
\$50,000	Large Pool Slide	\$10,000	Pool Insulation Cover
\$25,000	Front Desk - Taken	\$10,000	Handicap Lift
\$25,000	Landscape Front of Building - Taken	\$10,000	Zero Depth Pool Toy
\$25,000	Lobby Entrance Area - Taken	\$10,000	Zero Depth Pool Toy
\$25,000	Honor Board Lobby Area - Taken	\$5,000	Event Boards/Lobby Wall - Taken
\$25,000	Picnic Shelter Inside Pool Area	\$5,000	Event Boards/Lobby Wall - Taken
\$20,000	Pool Slide	\$5,000	Lane Lines
\$20,000	Fencing/Pool Area	\$5,000	Pool Ladders
\$20,000	Fencing/Picnic Area	\$5,000	Women's Deck Entry
\$20,000	Zero Depth Pool Toy	\$5,000	Men's Deck Entry
\$20,000	Zero Depth Pool Toy	\$5,000	Dressing Room Benches
\$15,000	Staff Office - Taken	\$5,000	Vanity Women's Locker Room
\$15,000	Picnic Shelter - Taken	\$5,000	Vanity Men's Locker Room
\$15,000	Women's Individual Shower Stalls	\$2,500	Deck Furniture/10 Lounge Chairs - Taken
\$15,000	Men's Individual Shower Stalls	\$2,500	Deck Furniture/2 Tables & 8 Chairs - Taken
\$15,000	Bleachers - Taken	\$2,500	Lifeguard Stand 1 - Taken
\$15,000	Bleachers	\$2,500	Lifeguard Stand 2 - Taken
\$15,000	Lighting Inside Building	\$2,500	PA System
\$15,000	Men's Lockers	\$2,500	Safety Equipment
\$15,000	Women's Lockers		



PROJECT CONTACT:

CONNIE BODE
748-0533



THE CHEHALIS FOUNDATION

Is a 501 (C) 3 Charity
www.chehalisfoundation.org