

# PLEASE NOTE SPECIAL MEETING TIME

**CHEHALIS CITY COUNCIL AGENDA**  
CITY HALL  
350 N MARKET BOULEVARD, CHEHALIS, WA 98532

Dennis L. Dawes, Position at Large  
Mayor

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

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

**November 24, 2014**

**4:30 p.m.**

## EXECUTIVE SESSION

- | EXECUTIVE SESSION  |     |  |
|--|-----|--|
| 1. <u>Executive Session Pursuant to RCW 42.30.110(1)(b) – Purchase or Acquisition of Land.</u> (City Manager, City Attorney, Community Development Director) | --- |  |

**Regular Meeting of Monday, November 24, 2014**

**5:00 p.m.**

ADMINISTRATION  
RECOMMENDATION

PAGE

ITEM

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

**CITIZENS BUSINESS**

This is an opportunity for members of the audience to address the council on matters not listed elsewhere on the agenda. Speaker identification forms are available at the door and may be given to the city clerk prior to the beginning of the meeting.

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**PUBLIC HEARING**

4. Continue Public Hearing on 2015 Proposed Budget and Revenue Sources, Taxes and Levies. (City Manager, Finance Manager)

CONTINUE PUBLIC HEARING

**CONSENT CALENDAR**

5. Minutes of the Regular Meeting of November 10, 2014, and the Special Meetings of November 17, 2014, and November 18, 2014. (City Clerk)

APPROVE

1

6. Vouchers and Transfers. (Finance Manager)

APPROVE

8

7. City Manager Employment Contract Extension. (City Manager, City Attorney)

APPROVE

9

8. Approve and Authorize City Manager to Execute a Civil Engineering Contract Between the City and RB Engineering, Inc., for the Arkansas Way Road Extension Project in an Amount not to Exceed \$111,000. (City Manager, Airport Manager)

APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE CIVIL ENGINEERING CONTRACT WITH RB ENGINEERING, INC., FOR THE ARKANSAS WAY ROAD EXTENSION PROJECT IN AN AMOUNT NOT TO EXCEED \$111,000

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**ADMINISTRATION AND CITY COUNCIL REPORTS**

9. Administration Reports.

a. October financial report. (Finance Manager)

INFORMATION ONLY

23

10. Council Reports.

a. Councilor reports. (City Council)

INFORMATION ONLY

b. Council committee reports. (City Council)

INFORMATION ONLY

UNFINISHED BUSINESS		
11. <u>Ordinance No. 935-B, Second and Final Reading - Granting a Franchise Agreement to Astound Broadband, LLC to Construct, Operate and Maintain a Telecommunications Network within the City of Chehalis.</u> (City Manager, City Attorney)	PASS	29
12. <u>Ordinance No. 936-B, Second and Final Reading – Determining and Fixing the Amounts of Revenue to be Raised by Ad Valorem Taxes During 2015.</u> (City Manager, Finance Manager)	PASS	40
13. <u>Ordinance No. 937-B, Second and Final Reading – Stating the Dollar Amounts and Percentages of Change in Property Tax Levies for 2015.</u> (City Manager, Finance Manager)	PASS	42
14. <u>Ordinance No. 938-B, Second and Final Reading – Adopting the 2015 Budget.</u> (City Manager, Finance Manager)	PASS	43

NEW BUSINESS		
15. <u>Ordinance No. 939-B, First Reading – Amending the 2014 Budget.</u> (City Manager, Finance Manager)	PASS	46
16. <u>Resolution No.11-2014, First and Final Reading – Amending Title 17, Appendix "A" (Schedule of Fees and Charges) of the Uniform Development Regulations.</u> (City Manager, Community Development Director, Finance Manager)	ADOPT	51

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, DECEMBER 8, 2014

November 10, 2014

The Chehalis city council met in regular session on Monday, November 10, 2014, in the Chehalis city hall. Mayor Dawes called the meeting to order at 4:17 p.m. with the following council members present: Terry Harris, Dr. Isaac Pope, Bob Spahr, Daryl Lund, and Chad Taylor. Councilor Ketchum was absent (excused). Staff present included: Merlin MacReynold, City Manager; Bill Hillier, City Attorney; Judy Schave, City Clerk; Peggy Hammer, Human Resources Administrator; Rick Sahlin, Public Works Director; and Patrick Wiltzius, Wastewater Superintendent.

1. **Executive Session.** Mayor Dawes announced the council would be in executive session pursuant to RCW 42.30.140(4)(a) – collective bargaining; and RCW 42.30.110(1)(i) – potential litigation for approximately 55 minutes and there would be no decision following conclusion of the executive session.

Mayor Dawes closed the executive session at 5:05 p.m. and announced the council would take a short recess before opening the regular meeting at 5:07 p.m. Additional staff included: Glenn Schaffer, Police Chief/Interim Fire Chief; Judy Pectol, Finance Manager; Dennis Osborn, Community Development Director; Lilly Wall, Recreation Manager; Dale McBeth, Municipal Court Judge; Becky Fox, Court Administrator; Allyn Roe, Airport Manager; Don Schmitt, Street/Stormwater Superintendent; and Dave Vasilauskas, Water Superintendent. Members of the media included Dameon Pesanti from *The Chronicle*.

2. **Public Hearing.** Prior to taking public comment, Finance Manager Judy Pectol reviewed the proposed revenues for 2015 and City Manager MacReynold talked about some of the highlights from the current year and provided a brief overview of the proposed 2015 budget.

Ms. Pectol reported the estimated fund balance for all funds had increased by \$479,108 in the 2015 proposed budget. She noted, per council policy, there is no proposed use of the city's banked capacity, nor is there any other increase allowed by statute. Ms. Pectol reported the only increase is for new construction, which is estimated to be \$3.6 million. She stated the 2014 sales tax revenue is up 12.8 percent over the prior year and projected a five percent increase in 2015.

Ms. Pectol projected an increase of \$40,000 in franchise fees for 2015, based on the recent agreement with Comcast Cable Communications Management, LLC. She also projected an increase in the building permit revenue, noting they had already exceeded the 2014 budget by \$27,333.

Ms. Pectol reported, based on the overwhelming turnout at the new Gail and Carolyn Shaw Aquatics Center which opened in late August due to construction, she projected revenues to increase from \$15,000 to \$100,000 in 2015. She stated another change in revenues will be the interfund transfers, noting that number will go down in 2015 by \$1 million due to the completion of the pool project and the Federal Emergency Management Administration Home Elevation Program that will be completed by the end of 2014.

Ms. Pectol reported on the utility funds, noting the increase in revenue is related to the rate increases previously approved by the council.

Ms. Pectol reported the 2015 budget included some new supplemental schedules, such as: a schedule of the interfund transfers; a schedule of budgeted capital expenditures and major equipment purchases; and a loan schedule showing the debt payments for the year.

Mayor Dawes stated it was nice to have that loan schedule, noting he's been asking for that for a number of years.

City Manager MacReynold thanked Ms. Pectol for simplifying the approach in which to provide the budget information. He stated he was pleased to provide the council with a balanced budget that slightly improves service, meets council direction concerning reserves, and does not raise taxes.

City Manager MacReynold thanked the council budget committee made up of Mayor Dawes, Mayor Pro tem Harris, and Councilor Spahr. Additionally, he thanked all of the managers and employees of the city that spent countless hours putting the 2015 proposed budget together, noting it was no small task. City Manager MacReynold made a heart-felt thank you to Ms. Pectol for her tireless work on the budget. He noted she spent many weekends and late nights at the office, adding the administration appreciated her approach and commitment.

November 10, 2014

City Manager MacReynold identified some of the 2014 highlights, to include:

- The construction and opening of the Gail and Carolyn Shaw Aquatics Center
- Negotiated the purchase price of the Tacoma rail line from the city of Tacoma
- Took sole ownership of the Chehalis-Centralia Airport
- Completed the Chehalis Avenue Beautification Improvement Project as part of the Renaissance Plan
- Approved multi-year contracts with the police and fire department unions
- Maintained the city's fiscal viability and improved our bond rating to an A+
- Continued cooperative discussions with Riverside Fire Authority regarding functional consolidation
- Took ownership of Stan Hedwall Park

City Manager MacReynold also identified some of the 2015 changes and additions to the budget, to include:

- Funding a new fire truck
- Created and funded a special local street and road fund using 4% of the city's sales tax revenue
- Numerous capital projects are built into the budget, such as: the Arkansas Road Extension, the Salzer Creek Bridge Scour Mitigation Project, I&I Rehabilitation projects for the Redundant Flocculation Project at the water treatment plant and the high level reservoir at McFadden Park, and repairs to the public works building
- Hiring of a full-time facilities and building manager in the community development department
- Increasing the number of seasonal/temporary employees at the aquatics center to meet the increase facility size
- Additional seasonal/temporary help for parks and maintenance programs
- Development of a Stan Hedwall Park Master Plan
- Begin construction on improvements at Recreation Park
- Increasing some city fees so the general fund doesn't continue to subsidize the fees at such a high level
- Continue support in working with the Chehalis Community Renaissance Team

Mayor Dawes closed the regular meeting at 5:23 p.m. and opened the public hearing.

There being no public comment, Mayor Dawes closed the public hearing at 5:34 p.m. and reopened the regular meeting.

3. **Update on Floodplain Management Analysis.** Community Development Director Dennis Osborn introduced French Wetmore with French & Associates, LTD, noting he was retained by the Flood Authority to do the floodplain management analysis for the entire basin.

Mr. Wetmore reported the analysis was done during the summer and the report was made available in September. He noted their objective is to look at floodplain management in the basin and provide recommendations to the individual communities within the basin. Mr. Wetmore reported their focus was mainly on the damage reduction efforts of floodplain management. He stated floodplain management is a field that includes both damage to property and to natural functions.

Mr. Wetmore reported on the following areas:

- Floodplain Mapping
- Floodplain Development
- Flood Hazard Area Regulations
- Building Code
- Other Development Management Tools
- Regulations Administration
- Flood Insurance Coverage
- Flood Hazard Mitigation
- Public Information Activities
- Community Rating System

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Mr. Wetmore reported, as of May 2014, there are 252 flood insurance policies in Chehalis with \$62 million in insurance coverage. He noted Chehalis is rated as a Class 6 and residents in the floodplain area are currently receiving a 20 percent reduction in their insurance premiums.

Mr. Wetmore noted the recommendations for Chehalis include:

- Continue efforts to get updated and accurate mapping
- Consider alternatives for future development in the floodplain
- Amend definition of "Substantial reconstruction" in 17.21.030
- Amend ordinance to include Lewis County FIRM data now within City
- Proceed with developing a coordinated shoreline master program
- Formally adopt the Western Washington Stormwater Manual
- Consider training for staff
- Continue to advise residents of flooding hazards
- Educate insurance agents
- Continue to implement the Hazard Mitigation Plan
- Update Hazard Mitigation Plan by 2015 with Lewis County
- Support joint effort to improve hazard mitigation grants
- Review current outreach projects in light of new CRS Manual
- The CRS coordinator should become more familiar with the program

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

- a. Minutes of the regular meeting of October 27, 2014, and the special meeting of October 28, 2014;
- b. Claim Vouchers No. 110782-110923 and Electronic Funds Transfer No.102014 in the amount of \$210,716.31 dated October 31, 2014; and Payroll Vouchers No. 37717-37771, Direct Deposit Payroll Vouchers No. 5431-5517 and Electronic Federal Tax Payment No. 141 in the amount of \$662,255.65 dated October 31, 2014; and
- c. Adopt Resolution No. 10-2014 on first and final reading for the surplus of city property.

The motion was seconded by Councilor Taylor and carried unanimously.

5. **Administration Reports.**

a. **Reminder about City Manager Recruitment Evening Reception and Interviews.** City Manager MacReynold reminded the council about the upcoming reception on Monday, November 17, and the interview process on Tuesday, November 18.

6. **Council Reports.**

a. **Update From Councilor Harris.** Councilor Harris thanked the other two members of the council budget review committee and staff for the time they put into the process to develop the proposed 2015 budget.

Councilor Harris reported there is a move by the Executive Advisory Committee for the Solid Waste Advisory Committee to take the B & O tax collected by the Disposal Tip District and split it evenly between the Main Street Programs for Chehalis and Centralia. He noted that could be a pretty significant amount of money for our new Main Street Program to utilize. Councilor Harris stated the Committee members and the Committee Chair, Lewis County Commissioner Edna Fund, were very excited about the idea.

b. **Update From Mayor Dawes.** Mayor Dawes reported he attended the Mayors' meeting on November 7 where they received an update on the All-Hazards Plan that has to do with the Lewis County Sheriff's Department and Emergency Management. He noted they also discussed the open public meeting act requirements.

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Mayor Dawes reported a retirement reception will be held for Lewis County Commissioner Lee Grose on December 12, at 5:30 p.m., at The Loft (the old ReclinerLand building).

Mayor Dawes reported he also attended the Lewis County Historical Museum annual membership dinner. He stated he could not express how appreciative they are of the city for the assistance given since three years ago when things were looking rather bleak.

Mayor Dawes reported he received a letter from Senator John Braun asking if the council would be willing to provide some input on spending priorities for Chehalis. He noted he came up with the following four items and wanted to check with the rest of council to see if they were in concurrence, and if they had anything to add. The four items included:

- Support for the joint effort of the City of Chehalis and Lewis County to purchase the rail line from the City of Tacoma
- Maintain current or increase level of funding provided to cities
- No new or changes to existing programs that place the burden of funding onto cities
- Funding to enforce marijuana laws

The council concurred with the four items that Mayor Dawes came up with and had nothing to add.

**7. Ordinance No. 935-B, First Reading – Granting a Franchise Agreement to Astound Broadband, LLC, to Construct, Operate and Maintain a Telecommunications Network within the City of Chehalis.** City Manager MacReynold reported the city received the franchise agreement proposal from Astound Broadband, LLC, and introduced vice-president of major project implementation, Vic Peterson, to talk about their vision for working with the city.

Mr. Peterson reported they are embarking on a multi-state fiber optic project to construct fiber from Sacramento, California, up to the Canadian border. He noted, in the future, they plan to serve community and business needs to include Chehalis and the surrounding area.

Councilor Taylor moved that the council pass Ordinance No. 935-B on first reading.

The motion was seconded by Councilor Pope and carried unanimously.

**8. Ordinance No. 936-B, First Reading – Determining and Fixing the Amounts of Revenue to be Raised by Ad Valorem Taxes During 2015; Ordinance No. 937-B, First Reading – Stating the Dollar Amounts and Percentages of Change in Property Tax Levies for 2015; and Ordinance No. 938-B, First Reading – Adopting the Proposed 2015 Budget.** Councilor Spahr moved to pass Ordinance Nos. 936-B, 937-B, and 938-B on first reading.

The motion was seconded by Councilor Harris and carried unanimously.

**9. Lodging Tax Advisory Committee Recommendation for 2015 Tourism Funds for the Chehalis Bridal Show.** Councilor Harris reported Administrative Assistant Caryn Foley did a tremendous job of getting in touch with the Committee members and putting this together. He noted, fortunately, they were able to get five of the seven Committee members to attend the meeting.

Councilor Harris reported there was concern by some of the members of whether the vote would be fair if they only had four members attending. He noted the vote ended up being with two of the hoteliers, two recipients and himself, which he thought was very balanced.

Councilor Harris reported Matt Shannon from Premier Broadcasters came in and made a different presentation that was much more extensive and more diversified in range. He noted the Committee was looking to see if they could reach outside of just radio advertising. Councilor Harris believed the program will be successful again with the energy that Mr. Shannon has promised. He noted Mr. Shannon indicated if he could not put out a program this year because of the short-term, he would not put out a program at all.

November 10, 2014

Councilor Harris stated the Committee was convinced that this will be a good program. He noted it has weakened over the last couple of years, but believed with some new energy it will be a much better program.

Councilor Spahr moved that the council approve the Lodging Tax Advisory Committee's recommendation to fund the Chehalis Bridal Show in the amount of \$13,550.

The motion was seconded by Councilor Pope and carried unanimously. Councilor Taylor abstained from voting

10. **Veterans Day Observance.** Mayor Dawes asked that people take moment on Tuesday to reflect on what Veterans Day is all about, which is to honor those who have put on a uniform and served in our armed forces.

There being no further business to come before the council, the meeting adjourned 5:57 p.m.

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Mayor

Attest:

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City Clerk

**SUGGESTED MOTION**

I move that the council approve the minutes of the regular city council meeting of November 24, 2014.

November 17, 2014

The Chehalis city council met in special session on Monday, November 17, 2014, in the Chehalis city hall. Mayor Dawes called the meeting to order at 4:30 p.m. with the following council members present: Terry Harris, Dr. Isaac Pope, Bob Spahr, Daryl Lund, and Chad Taylor. Councilor Ketchum was absent (excused). Staff present included: Merlin MacReynold, City Manager; and Judy Schave, City Clerk.

1. **Executive Session.** Mayor Dawes announced the council would be in executive session pursuant to RCW 42.30.110(1)(g) – evaluate qualifications of applicants for approximately 30 minutes and there would be no decision following conclusion of the executive session.

Mayor Dawes closed the executive session at 4:58 p.m. and reopened the special meeting. He announced the council would reconvene into executive session on Tuesday, November 18, 2014, at 8:30 a.m.

There being no further business to come before the council, the special meeting adjourned 4:48 p.m.

\_\_\_\_\_  
Mayor

Attest:

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

**SUGGESTED MOTION**

**I move that the council approve the minutes of the special city council meeting of November 17, 2014.**

November 18, 2014

The Chehalis city council met in special session on Tuesday, November 18, 2014, in the Chehalis city hall. Mayor Dawes called the meeting to order at 8:30 a.m. with the following council members present: Terry Harris, Dr. Isaac Pope, Bob Spahr, Daryl Lund, Chad Taylor, and Tony Ketchum. The staff present included: Merlin MacReynold, City Manager; Judy Schave, City Clerk; Glenn Schaffer, Police Chief/Interim Fire Chief; Randy Kaut, Deputy Police Chief; Judy Pectol, Finance Manager; Peggy Hammer, Human Resources Administrator; Dennis Osborn, Community Development Director; Becky Fox, Court Administrator; Rick Sahlin, Public Works Director; Don Schmitt, Street Superintendent; Patrick Wiltzius, Wastewater Superintendent; Dave Vasilauskas, Water Superintendent; Lilly Wall, Recreation Manager; Allyn Roe, Airport Manager, and Caryn Foley, Administrative Assistant to the City Manager.

1. **Executive Session.** Mayor Dawes announced the council would be in executive session pursuant to RCW 42.30.110(1)(g) – evaluate qualifications of applicants until 2:00 p.m. and there would be no decision following conclusion of the executive session.

The staff present at 1:00 p.m. included: City Manager Merlin MacReynold; and Bill Hillier, City Attorney.

Mayor Dawes closed the executive session at 1:37 p.m. and reopened the special meeting.

Mayor Dawes announced, "Based upon the interviews conducted by members of the city council, and after listening to a debriefing of the city panel made up of department managers and a separate panel made up of some very distinguished members of the community, the City Council has decided that the current group of candidates do not appear to be a fit for the city at this time and, therefore, the council would pass on offering the position to any those gentleman."

Mayor Dawes stated, in the ensuing period of time, he would like to ask current City Manager Merlin MacReynold if he would be willing to enter into an agreement with the city on a potential extension of his contract for services, and for what period of time he would be willing to commit to.

City Manager MacReynold stated he would be willing to extend his contact for an additional two-year period.

Mayor Dawes directed City Attorney Bill Hillier to work with City Manager MacReynold to put together a contract proposal for council consideration and action on November 24, 2014.

Mayor Dawes stated, although the council is a little disappointed that City Manager MacReynold is not going to be able to retire as soon as he wanted to, they were certainly happy at the opportunity to have him continue service with the city for an additional two years, adding hopefully at that time the council will be able to find that good fit they are looking for.

There being no further business to come before the council, the meeting adjourned 1:39 p.m.

\_\_\_\_\_  
Mayor

Attest:

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

**SUGGESTED MOTION**

I move that the council approve the minutes of the special city council meeting of November 18, 2014.

**CITY OF CHEHALIS**  
**AGENDA REPORT**

DATE: November 14, 2014  
TO: The Honorable Mayor and City Council  
FROM: Judy Pectol, Finance Manager *JP*  
PREPARED BY: Michelle White, Accounting Tech II *mw*  
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

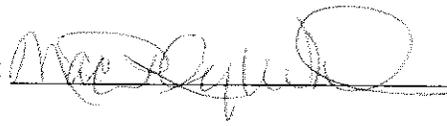
Claim Vouchers No. 110924 through 111033 and Electronic Funds Transfer No. 1020141 in the amount of \$351,012.75 dated November 14, 2014 and the transfer of \$68,403.89 from the General Fund, \$3,889.97 from the Tourism Fund, \$321.90 from the Garbage Fund, \$40,749.22 from the Wastewater Fund, \$50,385.43 from the Water Fund, \$2,212.81 from the Storm & Surface Water Utility Fund, \$185,049.53 from the Airport Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the November 14, 2014 Claim Vouchers No. 110924 through 111033 and Electronic Funds Transfer No. 1020141 in the amount of \$351,012.75.

SUGGESTED MOTION

I move to approve the November 14, 2014 Claim Vouchers No. 110924 through 111033 and Electronic Funds Transfer No. 1020141 in the amount of \$351,012.75.

Reviewed by: , City Manager

**CITY MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF CHEHALIS, WASHINGTON, a municipal corporation**, hereinafter referred to as "City", and **MERLIN G. MacREYNOLD**, hereinafter referred to as "Manager".

**WITNESSETH:**

**WHEREAS**, City desires to employ the services of Merlin G. MacReynold as City Manager of the city of Chehalis, Washington, as provided by city ordinance; and

**WHEREAS**, it is the desire of City to provide certain benefits to Manager and to establish certain conditions of employment during his tenure as City Manager; and

**WHEREAS**, Manager is an individual who has the education, training, and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA code of ethics and is desirous of accepting said employment from City; now, therefore,

**IN CONSIDERATION** of the mutual covenants and agreements herein contained and other valuable consideration, the parties agree as follows:

1. **Employment.** City hereby employs Manager, and Manager hereby accepts said employment, as City Manager of the city of Chehalis, Lewis County, Washington, for a two-year term commencing January 1, 2015, and terminating December 31, 2016, pursuant to all terms and provisions of this Agreement.

2. **Exclusive Employment.** During the term of this Agreement, Manager agrees to remain exclusively employed by City and not to become employed by any other employer until the effective date of any termination or resignation. The term "employed" shall not be construed

to include any occasional teaching, writing, or consulting work that does not interfere with Manager's ability to effectively discharge his assigned duties.

3. **Position Exclusions and Exemptions.** Manager acknowledges, understands, and agrees that the position he is accepting with City is exempt from and/or not included under any civil service system or the Fair Labor Standards Act.

4. **Powers and Duties.** Manager shall exercise the powers and perform the duties prescribed by the laws of the state of Washington pertaining to city managers, RCW 35A.13.080; by City Ordinance No. 512-B, codified in the Chehalis Municipal Code as Section 2.04.020; by the position description of the City Manager position; and other legally permissible and proper duties of Manager as City shall, from time to time, assign. In addition, Manager understands he shall also be required to attend certain evening meetings, which may include but are not limited to council meetings, civil service commission meetings, other city commission meetings, committees, and boards. Said meetings are an integral part of the duties of the position and have been and are included in the consideration in establishing salary to be paid Manager.

5. **Compensation.**

a. **Base Salary.** For services rendered by Manager, City shall pay a base annual salary of One Hundred Thirty Thousand and no/100 Dollars (\$130,000.00), payable in equal monthly installments on the last working date of each month. Said pay is subject to normal deductions and withholding as customarily occurs with City employees.

6. **Benefits.**

a. **Vacation.** Manager shall be entitled to vacation accrual at the rate of six (6) weeks (or 240 hrs) vacation per year.

b. **Sick Leave.** Manager shall be entitled to sick leave benefits at the rate of one week day per calendar month of employment. Manager shall not be entitled to cash out unused sick leave.

c. **Bereavement Leave.** Manager shall be entitled to bereavement leave benefits as prescribed by City Employee Rules and Regulations for management employees.

d. **Insurance.** Manager shall participate in City's group life, health, and other insurance plans available to Manager, provided City shall pay the expense thereof to the same extent City pays the expense of such plans for other management employees.

e. **Retirement.** Manager shall be entitled to standard Public Employment Retirement System (PERS) retirement contributions per the City's employment policies and procedures.

f. **Membership Dues.** City shall pay membership dues for memberships agreed by City to be necessary for the job. City agrees to pay for attendance to the Washington conferences and, upon council approval, national conferences as budgeted funds allow. City agrees to pay dues for civic organizations as joined by Manager such as Rotary, Kiwanis, Lions, or other similar service clubs.

g. **Professional Education.** City shall pay and/or reimburse Manager the cost of attending conferences, seminars, and other such professional training and development requirements pursuant to existing policy of City.

h. **Holidays.** Manager shall be entitled to take such paid holidays as are observed by City.

i. **Automobile Allowance.** City shall provide Manager with a monthly vehicle operation and depreciation allowance in the sum of Five Hundred and no/100 Dollars (\$500.00), which is subject to taxation.

7. **Performance and Salary Review.** Manager's performance shall be reviewed annually during the month of May, using a process to be agreed upon between City and Manager. Such reviews may take place at other times during the year if requested by either council or Manager. If requested by either party to this Agreement, a facilitator may be hired to assist in the conducting of performance evaluations.

8. **Responsibility of Council Members.** Except for the purposes of inquiry, the City Council and its members shall deal with the administrative service solely through Manager, and neither the council nor any committee or individual member thereof shall give orders to any subordinate of Manager, either publicly or privately. The provisions hereof shall not prohibit the City Council, while in open or executive session, from fully and freely discussing with Manager anything else pertaining to the appointment and removal of City officers and employees as well as City affairs.

9. **Termination and Severance Pay.** In the event Manager is terminated for just cause, City shall have no obligation to pay the aggregate severance sum designated herein. In the event Manager is terminated or requested by City to resign for the convenience of City, then City shall pay the remaining contract balance due and owing Manager under the terms of this Agreement, including salary, benefits, and retirement pay based upon the salary being earned at the date of termination, and City shall extend and pay for health coverage benefits for the remaining time of this Agreement. In the event City attempts to terminate this Agreement without cause at any time less than six months prior to the termination date of this Agreement,

Manager shall receive from City a minimum of six months compensation, benefits, and retirement pay based upon the salary being earned at the date of termination, and City shall extend and pay for Manager's health coverage benefits for said six months. Said compensation shall be paid in a lump sum, monthly, or in quarterly installments at Manager's election. If Manager involuntarily separates from service, City shall be authorized to perform any deductions required by law, and City shall additionally compensate Manager all earned vacation, holidays, and other accrued benefits to date. Any termination action taken by City shall be subject to the notice period required by state law. Manager has no right to terminate this Agreement unless there is a disability causing his inability to continue in the position or Manager dies.

10. **General Provisions.**

- a. This Agreement shall be in full force and effect until amended or terminated.
- b. City shall bear the full cost of any fidelity or other bonds required of Manager under any law or ordinance of City.
- c. In addition to that required under state and local law, City shall defend, hold harmless, and indemnify Manager against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Manager's duties.
- d. This Agreement constitutes the entire agreement of the parties, both parties agree that there are no other agreements, oral or otherwise, and that all terms have been fully set forth in the text of this Agreement.

e. Subject to the provisions as to the term hereof, the parties agree that this Agreement may be amended or modified with the written concurrence of both parties and shall not be amended or modified without the written concurrence of both parties.

f. If any provision or portion of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected but shall remain in full force and effect.

g. Any notices required to be given by City to Manager or by Manager to City shall be delivered to the address of the receiving party last known to the addressing party. Such notices may be either delivered personally to the addressee or may be deposited in the United States mail, postage prepaid, to the address of the person receiving the notice. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing, and the effective date of any such notice shall be the date of mailing.

h. Manager agrees to reside in the corporate limits of City during the term of his employment.

i. Any dispute arising out of the terms or enforcement of this Agreement shall be settled by binding arbitration, which arbitration shall be held in Lewis County, Washington, by an arbitrator to be mutually agreed upon between City and Manager.

j. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Manager.

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

**CITY**

**MANAGER**

\_\_\_\_\_  
By: Dennis Dawes, Mayor

\_\_\_\_\_  
By: Merlin G. MacReynold, Manager

CITY OF CHEHALIS  
AGENDA REPORT

DATE: November 20, 2014  
TO: The Honorable Mayor and City Council  
FROM: Allyn Roe, Airport Manager  
SUBJECT: Award Contract for Civil Engineering Services for Arkansas Way Road Extension Project.

ISSUE / PURPOSE

The City of Chehalis will be entering into an agreement with Lewis County for a \$400,000 grant and \$400,000 loan under the "Distressed Counties Fund" pursuant to RCW 82.14.370. These funds are being awarded to complete the extension of Arkansas Way in an easterly direction from Louisiana Avenue. This extension will allow for further development of the airport commercial properties.

DISCUSSION

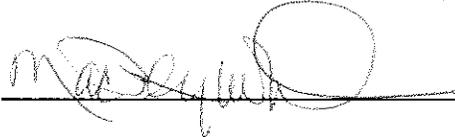
After reviewing the City of Chehalis Engineering Consultant Roster, RB Engineering, Inc., was deemed to be the most qualified firm. RB Engineering has a working knowledge of this project from preliminary conceptual work for previous grant applications, has a positive past performance record, and has the required firm experience for this project. RB Engineering has submitted a proposal for the following services for the Arkansas Way Road Extension Project: Project Management, Engineering Design and Bid Documents, Project Bidding Services, and Construction Engineering Services.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the city council authorize the city manager to execute the contract agreement with RB Engineering, Inc., for design and related professional services for the Arkansas Way Road Extension Project in an amount not to exceed \$111,000.

SUGGESTED MOTION

I move that the city council authorize the city manager to execute the contract agreement with RB Engineering, Inc., for design and related professional services for the Arkansas Way Road Extension Project in an amount not to exceed \$111,000.

REVIEWED BY:  \_\_\_\_\_, CITY MANAGER



October 22, 2014

City of Chehalis  
C/o Alynn Roe  
Chehalis – Centralia Airport  
PO Box 1344  
Chehalis, WA 98532  
aroe@flycls.com

Re: Arkansas Way Road Extension – Civil Engineering Services Proposal  
RBE No. 14069



Dear Allyn:

Please find below my scope of services and fee estimate to prepare the Civil Construction Plans for the proposed Arkansas Way Road Extension project. This proposal is based on the City of Chehalis recognizing that the existing SEPA and fill and grade permit issued for the surrounding areas and subject site are valid. Therefore, no new SEPA review is required. The geotechnical report being prepared for the future project to the north will be needed to complete the pavement section design for this project. If that does not become available we can coordinate a Geotechnical Consultant to complete that work as an addendum to this proposal.

#### Task 1 – Project Management

##### RBE Services

- Coordinate utility locates prior to project topographic surveying.
- Coordinate Foresight Surveying during field topographic survey services for the project. Conduct walk through to verify utility locate and completeness of topographic survey.
- Schedule a meeting with Washington State Department of Transportation (WSDOT) to discuss the preliminary concept for boring under Interstate 5 for the new water main connection and discuss the proposed improvements.
- Meet with City of Chehalis Public Works to discuss preliminary road and utility design and alignment.
- Coordinate road design with possible property lessees.
- Coordinate with dry utility companies that include phone, cable and gas services.
- Prepare preliminary road and utility alignment design and preliminary water main crossing design for WSDOT.

##### CCA Responsibilities

- Review monthly progress reports.
- Provide necessary documentation such as franchise agreements, title reports and contact information for adjacent project development.
- Provide copy of pending geo-technical report being prepared for adjacent parcel north of the new road for RBE use in pavement design.
- Approve preliminary road and utility alignment prior to beginning Task 2
- Process monthly invoicing and communicate questions or issues to RBE Project Manager.

PO Box 923  
91 SW 13th Street  
Chehalis, WA 98532

Phone: (360) 740-8919  
Fax: (360) 740-8912  
www.RBEngineers.com  
CivilPros@RBEngineers.com

14069 proposal 10.22.14

**Assumptions**

- No SEPA review is required. Existing SEPA and Fill Permit are valid and will be applied by the City of Chehalis for this project.
- No historical or cultural review is necessary. CCA to provide copy of previous archeological study if needed.

**Task 2 – Engineering Design and Bid Documents****RBE Services**

- Prepare drawings, specifications and construction cost estimates for submittal and review by CCA, City of Chehalis and WSDOT at 75% completion.
- Prepare a set of construction plans that includes the following estimated sheets.

- C0.1 Civil Cover and Location Plan
- C0.2 General Notes and Summary of Quantities
- C1.1 Existing Topography and Right of Way Plan
- C2.1 Site Preparation and Fill Plan--Arkansas Way
- C2.2 Temporary Erosion and Sedimentation Control Plan
- C2.3 TESC Details and Notes
- C3.1 Arkansas Way Road Plan and Profile
- C3.2 Roadway Sections, Details and Notes
- C3.3 Driveway, Sideway and Curbing Details and Notes
- C4.1 Arkansas Way Drainage Plan and Profile
- C4.2 Drainage Details and Notes
- C4.3 Arkansas Way Water Main Plan and Profile
- C5.1 I-5 Water Main Crossing Plan and Profile
- C5.2 Water Main Details, Boring Details and Notes
- C6.1 Arkansas Way Street Lighting and Dry Utility Plan
- C6.2 Street Lighting Details and Notes
- C7.1 Arkansas Way Signing and Striping Plan
- C7.2 Signing and Striping Details and Notes
- C8.1 Arkansas Way Landscape and Irrigation Plan
- C8.2 Landscape and Irrigation Details

- Prepare permit applications for submittal to City of Chehalis and WSDOT. Provide coordination with both review agencies during their review and approval of the project plans.
- Prepare Street Light Illumination and Line Loss Design Calculations.
- Prepare the Bid Specification Documents, Bidders Instructions and Project Specifications.
- Provide 100% complete bid documents in reproducible and electronic format to CCA.

**CCA Responsibilities**

- Meet with RBE to review and comment on 75% design plans and construction cost estimate.
- Pay for all permit applications and plan review fees.

**Assumptions**

- Geotechnical Report to be provided by Client.
- No SEPA environmental checklist will be required.
- Chehalis/Centralia Airport to publish and distribute plans and specifications to solicit bids.

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- Project specification to be based on Masterspec Standard Documents and Engineers Joint Contract Documents Committee general conditions and bidding forms.

#### Deliverables

- City of Chehalis approved Civil Construction Drawings.
- Final Bid Specification Documents.
- Final Engineers Construction Cost Estimate.
- WSDOT approved I-5 water main crossing plan.

#### Task 3 – Project Bidding Services

##### RBE Services

- Provide responses to bidder questions during the bid process.
- Prepare addenda if needed to address questions.
- Attend bid opening.
- Review bids for accuracy and completeness.
- Conduct reference checks to verify experience and qualifications of low bid contractor.
- Coordinate with dry utility companies that include phone, cable and gas services.

##### CCA Responsibilities

- Coordinate and publish bid notice and distribute bid documents.
- Confirm addenda to be prepared and issued.
- Conduct bid opening and open bids, review for completeness.
- Review engineers recommendation for contract award.
- Prepare notice of award and request construction bond and insurance certificate.
- Prepare final contract for signatures.
- Issue notice to proceed.

##### Assumptions

- Estimated timeline for bidding and award of contract is 6 to 8 weeks.

#### Task 4 – Construction Engineering Services

##### RBE Services

- Setup construction project forms and pre-construction checklist.
- Schedule and conduct pre-construction meeting and distribute final pre-construction checklist.
- Review and approve material submittals and project schedule.
- Review monthly pay request.
- Review prevailing wage documentation.
- Prepare change orders as needed and address RFIs.
- Review inspection and testing reports by third party testing company.
- Conduct random onsite inspections and review contractor's weekly construction reports.
- Compile inspection logs and provide weekly summary to CCA.
- Project coordination with contractor's surveyor and review site staking.
- Coordinate with dry utility companies that include phone, cable and gas services.
- Conduct bi-weekly construction meetings with contractor and CCA.
- Conduct final walk through with Contractor, Client and City of Chehalis and create punch list letter.

- Prepare substantial completion notification and request punch list completion schedule.
- Complete Record Drawings from contractor markups and submit to CCA and City of Chehalis Public Works.

**CCA Responsibilities**

- Contract directly with construction testing firm for compaction and concrete testing.
- Participate in bi-weekly meetings with contractor.
- Review and approve recommended field orders.
- Review and approve change orders.
- Review and process pay requests.
- Provide legal support as needed.

**Assumptions**

- Estimated construction duration is 4 months.
- Contractor will provide all construction staking as part of the construction bid.

**Deliverables**

- RBE Inspection Reports
- Electronic copy of all construction documentation.
- Final record drawings in electronic and hard copy for CCA and City of Chehalis.

**Professional Services Lump Sum Fee**

Task	Description of Work	RBE Fee
1	Project management	\$19,000
2	Engineering Design and Bid Documents	\$43,000
3	Bidding Support	\$4,000
4	Construction Engineering Services	\$45,000
<b>RBE Total Lump Sum Fee =</b>		<b>\$111,000</b>

Reimbursable expenses such as plan and document reproduction as needed for submittal to the City and one reproducible plan set for you are included in the above fees. Additional plans and documents requested will be billed on a time and materials basis upon your authorization. Our scope of work assumes that the road plan will not change after the approved 75% review. Changes to the civil drawings as a result of road plan modifications by the client or other review agency will be performed on a time and materials basis upon your authorization.

**Excluded Services**

The following services were not included in the above fee proposal, but may be required by the City of Chehalis. If requested, we can prepare a detailed fee proposal for these items.

1. JARPA Application
2. Level One or Two Traffic Analysis or Site Distance Certification
3. Geotechnical Report Road Pavement Section Design
4. Wetland Analysis and Report
5. Any City or State Application and Review Fees
6. Surveying Staking Services
7. Coordination of Archaeological or Historical Survey and Report

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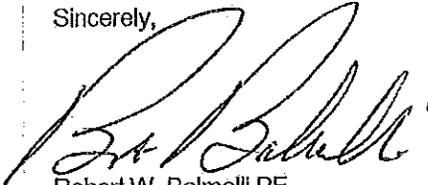
**Schedule**

We anticipate a design period of 5 months with anticipated milestone dates below.

Submit Plans for Approval by City of Chehalis and WSDOT	March 2015
Anticipated Bid Date	April 2015
Construction Start Date	June 2015
Construction Closeout Date	October 2015

If you find this scope of work acceptable, please sign the attached work authorization contract and return to us in the envelope provided. We can begin project progress upon receipt of a signed contract. I look forward to continuing to work with you on this project. If you have any questions, please call me at (360) 740-8919.

Sincerely,



Robert W. Balmelli PE  
President

Enclosure(s): Work Authorization Contract, return envelope

This fee proposal and scope of work are based on information available at this time. There may be a point in the future when the scope of work may change based on survey findings, or requirements stipulated by the City, County, or State. At that time, you will be given an opportunity to decide how you would like to proceed. Your options will be to stop work or to authorize the revised scope and associated costs. Fee estimates shown are accurate for 60 days following date of proposal.

**RB Engineering, Inc. (RBE)  
WORK AUTHORIZATION CONTRACT**

11/11/14

RBE Project No.: 14069

Client and Project Information:  
Company/Client Name: City of Chehalis

Address: 350 N. Market Blvd  
Chehalis, WA 98532

Phone Number: 360.345.1042

Fax Number: 360.748.0651

Corporation  Partnership  Proprietorship  Individual  Agent  Contact

Project Name: Arkansas Way Road Extension

Project Location: NW Arkansas Way, Chehalis

Legal Owner of Property: City of Chehalis - Public Right of Way

Legal Description of Property: Section 19, Township 14N, Range 02W, W.M.

Tax Parcel #: Right of Way, No Tax Parcel No.

County: Lewis County

Description of Work: See Attached Engineering Services Letter Dated October 22, 2014

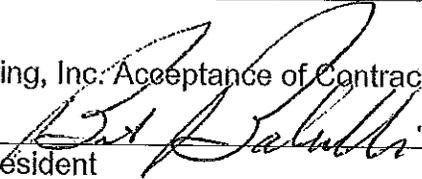
Estimated Contract Amounts: Tasks 1 through 4 = \$111,000 Lump Sum Fee

**CLIENT AUTHORIZATION:** Your signature below signifies your agreement to the scope of work, terms, and conditions set forth on this contract and the referenced proposal letter, and also accepts responsibility for payment of this account.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

RB Engineering, Inc: Acceptance of Contract

Signature   
Title President

Date 11-11-14

**BILLING:** RBE will bill for all work in progress each month. Payment of the entire amount billed is due within 20 days. In the event that payment is not made, this agreement shall be considered in default. Interest at the rate of 1-1/2% per month will be added to unpaid accounts beginning 20 days from the date of invoice. If an account becomes more than 5 days delinquent (25 days from the date of invoice), all work on the project will be stopped and not rescheduled until the entire balance on the account is paid in full. In the event that a lawsuit is necessary to enforce any obligation, client agrees that venue for such suit shall be Lewis County, Washington at the option of RBE. All expenses incurred to lien or collect any delinquent amounts including, but not limited to, collection fees, reasonable attorney's fees, witness fees, court costs, charges at current billing rates for time, transportation and subsistence shall be paid by client in addition to the delinquent amount.

**ESTIMATED COST:** The costs outlined in this contract are an estimate only, based upon the circumstances presented by the client and perceived by RBE at the time of contract preparation. They are not a guarantee that the costs will not exceed the amount of this estimate. RBE is hereby authorized to exceed the estimated costs by up to 10% without prior written notice to the client if circumstances encountered in the performance of RBE obligations result in an overrun, unless the contracted amount is noted as not to exceed the estimated cost or lump sum.

**ADDITIONAL SERVICES:** RBE will perform additional services beyond the basic scope of work upon the client's request. No extra work will be undertaken without prior authorization. Revisions to work completed or in progress requested by the client or his agents, through no fault of RBE, will be considered extra services for which additional compensation is due. If a written proposal and authorization are required for the additional services, this should be addressed at the time the work is requested.

**OTHER SERVICES AND SUPPLIES:** Charges for services, equipment, and facilities not furnished directly by RBE and any unusual items of expense not customarily incurred in our normal operations may be charged at cost plus 15%.

**CANCELLATION OF CONTRACT:** This contract may be canceled at any time by either party with 15 days written notice. Upon cancellation, for any reason, the client shall pay for all services provided through the date work is stopped in accordance with RBE's normal payment terms.

**LIMITS OF PROFESSIONAL LIABILITY:** RBE performs its professional services with that degree of care and skill ordinarily exercised under similar circumstances by members of the civil engineering profession. The client agrees to limit RBE's liability to the client, owner, and to all construction contractors and sub-contractors on the project, to the total aggregate liability of RBE to all those named to an amount not to exceed \$500,000. This limitation on liability shall apply to all foreseeable claims, including claims of negligence, breach of contract, or breach of warranty.

In the event the client shall make a claim against RBE, at law or otherwise, for any alleged act of negligence, including errors, omission, or other act arising out of the performance of the professional services, any claim of breach of contract or any claim of breach of warranty, and the client fails to prove such claim, the client shall pay all costs, including reasonable attorney's fees, which are incurred by RBE defending such claim.

**HAZARDOUS WASTE:** The client shall indemnify and hold harmless RBE from all claims damages, losses, and expenses incurred by the client, the owner of the property, and its agents, in regard to any hazardous wastes on site. Client, owner, and its agents accept full responsibility for notification of appropriate agencies in regard to any hazardous wastes on site. RBE is expressly relieved from any obligation to discover or report hazardous wastes.

**REUSE OF DOCUMENTS:** All documents, including software, maps, drawings, and specifications prepared by RBE pursuant to this agreement are instruments of service with respect to the project. RBE reserves the right to reuse any and all information generated on this project to assist RBE in any future work. The documents are not intended or represented to be suitable for reuse other than for the use intended by owner or others on any subsequent work on the project or on any other project. Any reuse of documents without verification or appropriate adaptation by RBE for the specific purpose intended will be at the client's sole risk and without liability or legal exposure to RBE. Client shall indemnify and hold harmless RBE from all claims, damages, losses, and expenses, including attorney's fees arising out of any action or litigation from unauthorized reuse of documents. Client agrees to compensate RBE at RBE's prevailing rate for any verification or adaptation of documents.

**OWNERSHIP AND USE OF DOCUMENTS:** Control documents, calculations, research, base maps, software, drawings, and specifications as instruments of service are and shall remain the property of RBE whether the project for which they are made is executed or not. The client shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with client's use and occupancy of the project. Copies of documents shall be provided at the expense of the client. Submission or distribution to meet official regulatory requirements, or for other purposes in connection with the project, shall not be construed as publication in derogation of RBE's rights.

In the event that the project is stopped for any reason, client shall not be entitled to receive any documents if there is any outstanding balance. Documents shall be released to client only upon payment in full. Copies of documents shall be provided at the expense of the client.

**COMPLIANCE WITH CODES:** RBE exercises usual and customary professional care and prepares instruments of service in compliance with codes and requirements identified by government agencies. RBE's duty to comply with changed codes and requirements extends only until the time the instruments of service are prepared.

**ACCEPTANCE:** RBE's acceptance of this contract is not a guarantee of governmental agency approval. We will endeavor to obtain such approvals on our client's behalf, but have no control over procedures required or laws that must be followed, and cannot be held responsible for governmental agency actions.

To: The Honorable Mayor and Council  
 Via: Merlin MacReynold, City Manager  
 From: Judy Pectol, Finance Manager  
 Prepared by: Betty Brooks, Payroll Accountant  
 Date: November 18, 2014  
 Subject: Monthly Financial Reports for October

City of Chehalis  
 Comparative Financial Reports  
 October 2013 and 2014

GENERAL FUND (#001) REVENUES	A October 2013		B		C=B/A		D October 2014		E		F=E/D		G		H <sup>A</sup>		I=F-G	
	Budget	Actual	Budget	Actual	% Rec'd	% Rec'd	Budget	Actual	% Rec'd	% Rec'd	% Rec'd	% Rec'd	% Rec'd	Expected	Var'nc from Expected	% Variance	% Variance	
General Property Taxes	\$1,249,000	\$706,568	\$1,262,000	\$708,761	56.6%	56.2%	\$1,262,000	\$708,761	56.2%	83.3%	83.3%	56.2%	83.3%	(\$342,485)	-27.1%			
EMS Property Taxes	237,500	133,947	239,500	134,230	56.4%	56.0%	239,500	134,230	56.0%	83.3%	83.3%	56.0%	83.3%	(65,274)	-27.3%			
Sales & Use Tax	3,155,000	2,699,245	3,265,000	3,017,452	85.6%	92.4%	3,265,000	3,017,452	92.4%	83.3%	83.3%	92.4%	83.3%	297,707	9.1%			
Electricity Tax	417,000	349,627	430,000	359,175	83.8%	83.5%	430,000	359,175	83.5%	83.3%	83.3%	83.5%	83.3%	985	0.2%			
Gas/Natural Gas Tax	240,000	166,518	222,000	171,029	69.4%	77.0%	222,000	171,029	77.0%	83.3%	83.3%	77.0%	83.3%	(13,897)	-6.3%			
Criminal Justice Tax	90,000	78,627	91,000	85,488	87.4%	93.9%	91,000	85,488	93.9%	83.3%	83.3%	93.9%	83.3%	9,685	10.6%			
Water/Sewer Tax	399,996	339,140	415,834	365,462	84.8%	87.9%	415,834	365,462	87.9%	83.3%	83.3%	87.9%	83.3%	19,072	4.6%			
Garbage Tax	62,000	59,199	60,000	61,040	95.5%	101.7%	60,000	61,040	101.7%	83.3%	83.3%	101.7%	83.3%	11,060	18.4%			
Cable Tax	92,000	95,002	94,000	98,981	103.3%	105.3%	94,000	98,981	105.3%	83.3%	83.3%	105.3%	83.3%	20,679	22.0%			
Telephone Tax	313,000	237,766	318,000	223,884	76.0%	70.4%	318,000	223,884	70.4%	83.3%	83.3%	70.4%	83.3%	(41,010)	-12.9%			
Leasehold Excise Tax	38,000	27,897	38,000	28,774	73.4%	75.7%	38,000	28,774	75.7%	83.3%	83.3%	75.7%	83.3%	(2,880)	-7.6%			
Other Taxes	32	40	40	37	125.0%	92.5%	40	37	92.5%	83.3%	83.3%	92.5%	83.3%	4	9.2%			
<b>Total Tax Revenues</b>	<b>6,293,528</b>	<b>4,893,576</b>	<b>6,435,374</b>	<b>5,254,313</b>	<b>77.8%</b>	<b>81.6%</b>	<b>6,435,374</b>	<b>5,254,313</b>	<b>81.6%</b>	<b>83.3%</b>	<b>83.3%</b>	<b>81.6%</b>	<b>83.3%</b>	<b>(106,354)</b>	<b>-1.7%</b>			
Licenses & Permits	63,980	57,250	69,980	90,746	89.5%	129.7%	69,980	90,746	129.7%	83.3%	83.3%	129.7%	83.3%	32,453	46.4%			
Intergovt: Grants/Entitlements	168,502	176,798	167,950	208,768	104.9%	124.3%	167,950	208,768	124.3%	83.3%	83.3%	124.3%	83.3%	68,866	41.0%			
Charges for Goods and Svcs.	341,170	287,118	332,800	285,832	84.2%	85.9%	332,800	285,832	85.9%	83.3%	83.3%	85.9%	83.3%	8,610	2.6%			
Fines and Forfeitures	159,055	119,318	151,875	112,563	75.0%	74.1%	151,875	112,563	74.1%	83.3%	83.3%	74.1%	83.3%	(13,949)	-9.2%			
Interest Earnings	9,306	7,638	11,760	6,676	82.1%	56.8%	11,760	6,676	56.8%	83.3%	83.3%	56.8%	83.3%	(3,120)	-26.5%			
Rents & Royalties	70,100	63,109	71,350	75,352	90.0%	105.6%	71,350	75,352	105.6%	83.3%	83.3%	105.6%	83.3%	15,917	22.3%			
Donations/Contributions	64,646	4,676	40,475	22,423	N/A	55.4%	40,475	22,423	55.4%	83.3%	83.3%	55.4%	83.3%	(11,293)	-27.9%			
Misc. Revenue/Insurance	28,985	31,766	11,850	41,634	109.6%	351.3%	11,850	41,634	351.3%	83.3%	83.3%	351.3%	83.3%	31,763	268.0%			
Non-Revenues	3,500	2,853	4,225	3,311	81.5%	78.4%	4,225	3,311	78.4%	83.3%	83.3%	78.4%	83.3%	(208)	-4.9%			
<b>Total Non-Tax Revenues</b>	<b>909,244</b>	<b>750,526</b>	<b>862,265</b>	<b>847,305</b>	<b>82.5%</b>	<b>98.3%</b>	<b>862,265</b>	<b>847,305</b>	<b>98.3%</b>	<b>83.3%</b>	<b>83.3%</b>	<b>98.3%</b>	<b>83.3%</b>	<b>129,038</b>	<b>15.0%</b>			
Operating Transfers-In	1,000,000	143,794	1,000,000	1,250,722	N/A	125.1%	1,000,000	1,250,722	125.1%	83.3%	83.3%	125.1%	83.3%	417,722	41.8%			
<b>Total Other Financing Sources</b>	<b>1,000,000</b>	<b>143,794</b>	<b>1,000,000</b>	<b>1,250,722</b>	<b>N/A</b>	<b>125.1%</b>	<b>1,000,000</b>	<b>1,250,722</b>	<b>125.1%</b>	<b>83.3%</b>	<b>83.3%</b>	<b>125.1%</b>	<b>83.3%</b>	<b>417,722</b>	<b>41.8%</b>			
<b>TOTALS</b>	<b>\$8,202,772</b>	<b>\$5,787,896</b>	<b>\$8,297,639</b>	<b>\$7,352,340</b>	<b>70.6%</b>	<b>88.6%</b>	<b>\$8,297,639</b>	<b>\$7,352,340</b>	<b>88.6%</b>	<b>83.3%</b>	<b>83.3%</b>	<b>88.6%</b>	<b>83.3%</b>	<b>\$440,407</b>	<b>5.3%</b>			

Key:  
 \* The expected percentage is calculated as follows: since the report is for the 10th month of the year, 10 is divided by 12-the number of months in the year.  
 ^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.)

City of Chehalis  
Comparative Financial Reports  
October 2013 and 2014

GENERAL FUND (#001) EXPENDITURES	A October 2013		B		C=B/A		D		E		F=E/D		G		H^		I=G-F	
	Budget	Actual	Budget	Actual	% Exp'd	Budget	Actual	% Exp'd	% Exp'd	% Exp'd	% Exp'd	% Exp'd	% Exp'd	Var'nc from Expected	% Variance	Var'nc from Expected	% Variance	
City Council	\$76,587	\$60,989	\$93,551	\$74,033	79.6%	\$93,551	\$74,033	79.1%	83.3%	\$3,895	4.2%							
Municipal Court	333,882	265,223	340,304	279,720	79.4%	340,304	279,720	82.2%	83.3%	3,753	1.1%							
City Manager	242,621	199,548	270,131	229,887	82.2%	270,131	229,887	85.1%	83.3%	(4,868)	-1.8%							
Finance	165,316	135,520	183,331	161,402	82.0%	183,331	161,402	88.0%	83.3%	(8,687)	-4.7%							
City Clerk	56,516	44,586	74,986	62,128	78.9%	74,986	62,128	82.9%	83.3%	335	0.4%							
Non-Departmental	1,331,204	851,100	1,302,246	1,549,229	63.9%	1,302,246	1,549,229	119.0%	83.3%	(464,458)	-35.7%							
Human Resources	91,769	74,855	90,033	75,151	81.6%	90,033	75,151	83.5%	83.3%	(154)	-0.2%							
Police	2,478,097	2,046,334	2,573,370	2,166,068	82.6%	2,573,370	2,166,068	84.2%	83.3%	(22,451)	-0.9%							
Fire	1,705,443	1,322,169	1,657,666	1,400,734	77.5%	1,657,666	1,400,734	84.5%	83.3%	(19,732)	-1.2%							
Public Works - Streets	501,315	362,145	469,060	647,275	72.2%	469,060	647,275	138.0%	83.3%	(256,548)	-54.7%							
Community Development	1,299,643	1,071,640	1,228,727	1,038,443	82.5%	1,228,727	1,038,443	84.5%	83.3%	(14,913)	-1.2%							
<b>TOTALS</b>	<b>\$8,282,393</b>	<b>\$6,434,109</b>	<b>\$8,283,605</b>	<b>\$7,684,070</b>	<b>77.7%</b>	<b>\$8,283,605</b>	<b>\$7,684,070</b>	<b>92.8%</b>	<b>83.3%</b>	<b>(\$783,827)</b>	<b>-9.5%</b>							

Net Budget/Income/Variance: (\$79,621) (\$646,213)

\$14,034 (\$331,730)

(\$343,420)

Key:

\* The expected percentage is calculated as follows: since the report is for the 10th month of the year, 10 is divided by 12-the number of months in the year.  
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 H=(D\*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

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WASTEWATER FUND (#404) REVENUES	A		B		C=B/A		D		E		F=E/D		G		H^		I=F-G	
	Budget	October 2013 Actual	% Rec'd	Budget	October 2014 Actual	% Rec'd	Budget	Actual	% Rec'd	Expected % Rec'd*	Expected % Rec'd	Var'nc from Expected	%	Expected % Rec'd*	Expected % Rec'd	Var'nc from Expected	%	
Intergovernmental Revenues	\$0	\$35,000	N/A	\$0	\$0	N/A			N/A	83.3%	\$0	N/A	83.3%	83.3%	\$0	N/A		
Wastewater Fees	4,160,318	3,465,035	83.3%	4,364,408	3,857,927	88.4%			88.4%	83.3%	222,375	5.1%	83.3%	83.3%	222,375	5.1%		
Sewer Connection/Misc. Fees	35,000	14,826	42.4%	10,000	182,668	1826.7%			1826.7%	83.3%	174,338	1743.4%	83.3%	83.3%	174,338	1743.4%		
Rentals	3,323	3,323	100.0%	3,323	3,545	106.7%			106.7%	83.3%	777	23.4%	83.3%	83.3%	777	23.4%		
Misc. Revenues/Insurance	3,300	7,604	230.4%	3,300	4,721	143.1%			143.1%	83.3%	1,972	59.8%	83.3%	83.3%	1,972	59.8%		
Interest Earnings	3,000	437	14.6%	300	1,367	455.7%			455.7%	83.3%	1,117	372.4%	83.3%	83.3%	1,117	372.4%		
Totals:	\$4,204,941	\$3,526,225	83.9%	\$4,381,331	\$4,050,228	92.4%			92.4%	83.3%	\$400,579	9.1%	83.3%	83.3%	\$400,579	9.1%		

WASTEWATER FUND (#404) EXPENSES	A		B		C=B/A		D		E		F=E/D		G		H^		I=G-F	
	Budget	October 2013 Actual	% Exp'd	Budget	October 2014 Actual	% Exp'd	Budget	Actual	% Exp'd	Expected % Exp*	Expected % Exp*	Var'nc from Expected	%	Expected % Exp*	Expected % Exp*	Var'nc from Expected	%	
Operating Expenses	\$2,638,208	\$2,069,092	78.4%	\$2,550,559	\$2,101,384	82.4%			82.4%	83.3%	\$23,232	0.9%	83.3%	83.3%	\$23,232	0.9%		
Capital Outlay	192,000	58,255	30.3%	67,000	59,673	89.1%			89.1%	83.3%	(3,862)	-5.8%	83.3%	83.3%	(3,862)	-5.8%		
Debt Principal	1,603,594	918,573	57.3%	1,552,598	1,006,139	64.8%			64.8%	83.3%	287,175	18.5%	83.3%	83.3%	287,175	18.5%		
Interest Expense	32,540	31,108	95.6%	27,480	26,175	95.3%			95.3%	83.3%	(3,284)	-12.0%	83.3%	83.3%	(3,284)	-12.0%		
Interfund Loan Repayment	82,794	82,794	N/A	83,332	83,332	100.0%			100.0%	83.3%	(13,916)	-16.7%	83.3%	83.3%	(13,916)	-16.7%		
Totals:	\$4,549,136	\$3,159,822	69.5%	\$4,280,969	\$3,276,703	76.5%			76.5%	83.3%	\$289,344	6.8%	83.3%	83.3%	\$289,344	6.8%		

Net Budget/Income/Variance: (\$344,195)      \$366,403      \$100,362      \$773,525      \$689,923

Key:

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

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WATER FUND (#405) REVENUES	A October 2013		B		C=B/A		D		E		F=E/D		G		H^A		I=G-F	
	Budget	Actual	Budget	Actual	% Rec'd	October 2014 Budget	October 2014 Actual	% Rec'd	% Rec'd	Expected % Rec'd*	Var'nc from Expected	% Variance						
Water Sales	\$2,496,400	\$2,189,555	\$2,566,160	\$2,371,669	87.7%	10,000	140,650	1406.5%	92.4%	83.3%	\$234,058	9.1%						
Water Connection/Misc. Fees	20,000	16,626	10,000	140,650	83.1%	83,332	83,332	100.0%	1406.5%	83.3%	132,320	1323.2%						
Interfund Principal Repayment	82,794	82,794	83,332	83,332	100.0%	1,000	2,276	227.6%	100.0%	83.3%	13,916	16.7%						
Misc. Revenues/Insurance	0	45,236	1,000	2,276	N/A	11,073	5,230	47.2%	227.6%	83.3%	1,443	144.3%						
Interest Earnings	11,901	10,131	11,073	5,230	85.1%	\$2,671,565	\$2,603,157	97.4%	97.4%	83.3%	(3,994)	-36.1%						
Totals:	\$2,611,095	\$2,344,342	\$2,671,565	\$2,603,157	89.8%						\$377,743	14.1%						

WATER FUND (#405) EXPENSES	A October 2013		B		C=B/A		D		E		F=E/D		G		H^A		I=G-F	
	Budget	Actual	Budget	Actual	% Exp'd	October 2014 Budget	October 2014 Actual	% Exp'd	% Exp'd	Expected % Exp*	Var'nc from Expected	% Variance						
Operating Expenses	\$1,782,704	\$1,303,163	\$1,834,545	\$1,483,741	73.1%	525,333	73,537	14.0%	80.9%	83.3%	\$44,435	2.4%						
Capital Outlay	640,000	108,581	132,077	132,077	17.0%	19,225	19,225	100.0%	14.0%	83.3%	364,065	69.3%						
Debt Principal	131,077	131,077	132,077	132,077	100.0%	\$2,511,180	\$1,708,580	68.0%	100.0%	83.3%	(22,057)	-16.7%						
Interest Expense	21,690	21,690	19,225	19,225	100.0%				100.0%	83.3%	(3,211)	-16.7%						
Totals:	\$2,575,471	\$1,564,511	\$2,511,180	\$1,708,580	60.7%						\$383,233	15.3%						

Net Budget/Income/Variance: \$35,624    \$779,831  
\$160,385    \$894,577  
\$760,976

Key:

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STORM FUND (#406) REVENUES	A October 2013		B		C=B/A		D		E		F=E/D		G		H <sup>^</sup>		I=F-G	
	Budget	Actual	Budget	Actual	% Rec'd	Budget	Actual	% Rec'd	% Rec'd	Actual	% Rec'd	% Rec'd	Expected % Rec'd*	Expected	Var'nc from Expected	% Variance		
Storm & Surface Water Fees	\$441,674	\$365,798	0	0	82.8%	\$470,284	\$390,065	82.9%	0	4,557	83.3%	83.3%	83.3%	-\$1,662	-0.4%			
Storm Connection/Misc. Fees	0	0	0	0	N/A	0	4,557	N/A	0	276	N/A	83.3%	83.3%	4,557	N/A			
Misc. Revenues/Insurance	0	781	0	781	N/A	0	276	N/A	0	276	N/A	83.3%	83.3%	276	N/A			
Interest Earnings	500	0	500	0	0.0%	300	347	115.7%	300	347	115.7%	83.3%	83.3%	97	32.4%			
<b>Totals:</b>	<b>\$442,174</b>	<b>\$366,579</b>	<b>\$442,174</b>	<b>\$366,579</b>	<b>82.9%</b>	<b>\$470,584</b>	<b>\$395,245</b>	<b>84.0%</b>	<b>\$470,584</b>	<b>\$395,245</b>	<b>84.0%</b>	<b>83.3%</b>	<b>83.3%</b>	<b>\$3,249</b>	<b>0.7%</b>			

STORM FUND (#406) EXPENSES	A October 2013		B		C=B/A		D		E		F=E/D		G		H <sup>^</sup>		I=G-F	
	Budget	Actual	Budget	Actual	% Exp'd	Budget	Actual	% Exp'd	Budget	Actual	% Exp'd	% Exp'd	Expected % Exp*	Expected	Var'nc from Expected	% Variance		
Operating Expenses	\$345,875	\$305,453	\$345,875	\$305,453	88.3%	\$452,368	\$335,324	74.1%	\$452,368	\$335,324	74.1%	83.3%	83.3%	\$41,490	9.2%			
Capital Outlay	0	0	0	0	N/A	15,000	17,417	N/A	15,000	17,417	N/A	83.3%	83.3%	(4,922)	N/A			
<b>Totals:</b>	<b>\$345,875</b>	<b>\$305,453</b>	<b>\$345,875</b>	<b>\$305,453</b>	<b>88.3%</b>	<b>\$467,368</b>	<b>\$352,741</b>	<b>75.5%</b>	<b>\$467,368</b>	<b>\$352,741</b>	<b>75.5%</b>	<b>83.3%</b>	<b>83.3%</b>	<b>\$36,568</b>	<b>7.8%</b>			

Net Budget/Income/Variance: \$96,299    \$61,126    \$3,226    \$42,504    \$39,817

Key:

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

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	A		B		C=B/A		D		E		F=E/D		G		H^A		I=F-G		
	Budget	Actual	Budget	Actual	% Rec'd	% Rec'd	Budget	Actual	% Rec'd	% Rec'd	% Rec'd	% Rec'd	Expected % Exp*	Expected % Exp*	Var'nc from Expected	Var'nc from Expected	% Variance	% Variance	
<b>AIRPORT FUND (#407)</b>																			
REVENUES																			
Rental Car Tax	\$0	\$0	\$0	\$0	N/A	N/A	\$0	\$76	N/A	N/A	N/A	N/A	83.3%	83.3%	\$76	\$76	N/A	N/A	
Licenses & Permits	0	0	0	3,000	N/A	N/A	0	3,000	N/A	N/A	N/A	N/A	83.3%	83.3%	3,000	3,000	N/A	N/A	
Intergovernmental Revenues	0	0	0	0	N/A	N/A	265,000	0	N/A	0.0%	0.0%	0	83.3%	83.3%	(220,745)	(220,745)	-83.3%	-83.3%	
Charges for Goods and Svcs.	0	0	0	464,493	N/A	N/A	500,000	464,493	N/A	92.9%	92.9%	464,493	83.3%	83.3%	47,993	47,993	9.6%	9.6%	
Interest Earnings	0	0	0	8,000	N/A	N/A	8,000	109	N/A	1.4%	1.4%	109	83.3%	83.3%	(6,555)	(6,555)	-81.9%	-81.9%	
Rents & Royalties	0	0	0	73,203	N/A	N/A	73,203	58,067	N/A	79.3%	79.3%	58,067	83.3%	83.3%	(2,911)	(2,911)	-4.0%	-4.0%	
Misc. Revenues/Insurance	0	0	0	2,000	N/A	N/A	2,000	1,539	N/A	77.0%	77.0%	1,539	83.3%	83.3%	(127)	(127)	-6.3%	-6.3%	
Capital Contribution - Airport	0	0	0	1,672,724	N/A	N/A	1,672,724	1,730,091	N/A	103.4%	103.4%	1,730,091	83.3%	83.3%	336,712	336,712	20.1%	20.1%	
Capital Lease Receipts	0	0	0	821,918	N/A	N/A	821,918	695,858	N/A	84.7%	84.7%	695,858	83.3%	83.3%	11,200	11,200	1.4%	1.4%	
Totals:	\$0	\$0	\$0	\$3,342,845	N/A	N/A	\$3,342,845	\$2,953,233	N/A	88.3%	88.3%	\$2,953,233	83.3%	83.3%	\$165,567	\$165,567	5.0%	5.0%	

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	A		B		C=B/A		D		E		F=E/D		G		H^A		I=G-F		
	Budget	Actual	Budget	Actual	% Exp'd	% Exp'd	Budget	Actual	% Exp'd	% Exp'd	% Exp'd	% Exp'd	Expected % Exp*	Expected % Exp*	Var'nc from Expected	Var'nc from Expected	% Variance	% Variance	
<b>AIRPORT FUND (#407)</b>																			
EXPENSES																			
Operating Expenses	0	0	0	0	N/A	N/A	\$941,045	\$771,547	N/A	82.0%	82.0%	\$771,547	83.3%	83.3%	\$12,343	\$12,343	1.3%	1.3%	
Capital Outlay	0	0	0	14,264	N/A	N/A	398,500	14,264	N/A	3.6%	3.6%	14,264	83.3%	83.3%	317,667	317,667	79.7%	79.7%	
Principal - G.O. Bonds	0	0	0	109,955	N/A	N/A	222,285	109,955	N/A	49.5%	49.5%	109,955	83.3%	83.3%	75,208	75,208	33.8%	33.8%	
Interest Expense	0	0	0	93,921	N/A	N/A	93,921	48,148	N/A	51.3%	51.3%	48,148	83.3%	83.3%	30,088	30,088	32.0%	32.0%	
Totals:	\$0	\$0	\$0	\$1,655,751	N/A	N/A	\$1,655,751	\$943,914	N/A	57.0%	57.0%	\$943,914	83.3%	83.3%	\$435,327	\$435,327	26.3%	26.3%	

Net Budget/Income/Variance: \$0

\$1,687,094 \$2,009,319

\$0

Key:

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**RECOMMENDATION/COUNCIL ACTION DESIRED**

This report is for the Council's information only. No action is necessary.

Reviewed by  City Manager

**CITY OF CHEHALIS  
AGENDA REPORT**

**DATE:** November 13, 2014

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

**FROM:** William Hillier, City Attorney  
Judy Schave, City Clerk

**SUBJECT:** Ordinance No. 935-B, First Reading – Granting Franchise Agreement

**ISSUE**

Franchise Agreement requested to construct, operate and maintain a telecommunications network in the city of Chehalis.

**DISCUSSION**

The city is in receipt of a Franchise Agreement request from Astound Broadband, LLC, (“Astound”). Astound is a Washington limited liability company and a wholly-owned subsidiary of Wave Division Holdings, LLC, a Delaware limited liability company (“Wave”). Wave is headquartered in Kirkland, Washington, and, through its operating subsidiaries, provides cable television, high-speed data, and VoIP telephone services to over 415,500 customers in Oregon, Washington, and California. Astound is registered as a Competitive Telecommunications Company with the Washington Utilities and Transportation Commission and holds Domestic and International Section 214 authorizations from the Federal Communications Commission.

Astound is requesting a ten (10) year Franchise Agreement, commencing with the effective date of the ordinance. Thereafter, the Franchise would continue for an additional ten (10) years unless notice is given by either party 90-days before expiration.

During the term of the Franchise, Astound will be required to pay a utility tax in an amount equal to six percent (6%) of their gross revenues, as outlined in the ordinance. Astound has also agreed to pay the city a one-time administrative fee of \$1,000 for reimbursement of costs associated with the preparation, processing and approval of this Franchise and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the city Rights-of-Way.

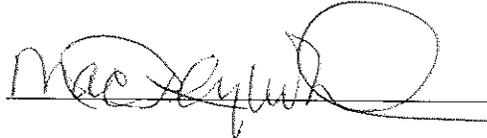
On November 10, Vic Peterson appeared before the council on behalf of Astound Broadband to provide information on their request for the franchise agreement. The council unanimously passed Ordinance No. 935-B on first reading.

**RECOMMENDATION/COUNCIL ACTION DESIRED**

The administration recommends the council pass Ordinance No. 935-B on second and final reading.

**SUGGESTED MOTION**

I move that the city council pass Ordinance No. 935-B on second and final reading.

Reviewed by:  \_\_\_\_\_, City Manager

**ORDINANCE NO. 935-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, GRANTING TO ASTOUND BROADBAND, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, A FRANCHISE TO CONSTRUCT, OPERATE & MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF CHEHALIS, WASHINGTON**

**WHEREAS:** Astound Broadband, LLC, a Washington Limited Liability Company ("Franchisee"), provides Telecommunications services within the City of CHEHALIS, Washington ("City"); and

**WHEREAS:** Franchisee has applied for a Telecommunications Franchise pursuant to local ordinances relating to Telecommunications located in the public rights of way, and the City of CHEHALIS "City" has reviewed said application and has determined that it meets the requirements of the City's Ordinance subject to the terms and conditions stated herein:

**NOW THEREFORE, THE CITY OF CHEHALIS ORDAINS AS FOLLOWS:**

**Section 1: Definitions.**

**Gross Revenues:** Any and all revenue, of any kind, nature, or form, without deduction for expense in the City of CHEHALIS, less net uncollectibles, and is further defined in Section 11. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.

**Rights-of-Way:** the present and future streets, viaducts, elevated roadways, alleys, public highways and avenues in the City, including Rights-of-Way held in fee, or by virtue of an easement or dedication.

**Telecommunications:** the transmission between and among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**Telecommunications Network:** infrastructure owned by Franchisee utilizing one or more facilities located within the City's Rights-of-Way, including, but not limited to, lines, poles, anchors, wires, cables, conduit, laterals, and other appurtenances, necessary and convenient to the provision of access to the Internet and Telecommunications service.

**Telecommunications Service:** the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities' uses.

**Section 2: Grant of Franchise.** The City hereby grants to Franchisee, its successors and assigns as authorized herein, a nonexclusive right, privilege, authority and Franchise to erect, construct, operate, repair and maintain in, under, upon, along, across and over the City's Rights-of-Way, its lines, poles, anchors, wires, cables, conduits, laterals and other necessary and convenient fixtures and equipment, for the purposes of constructing, operating and maintaining a competitive Telecommunications network within the City.

**Section 3: Franchise Not Exclusive.** The Franchise granted herein (the "Franchise") is not exclusive, and shall not be construed as any limitation upon the right of the City to grant to other

persons or corporations, including itself, rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other Rights-of-Way, by Franchise, permit or otherwise; provided, however, that any such grant shall be done in a competitively neutral and non-discriminatory manner with respect to the rights, privileges and authorities afforded Franchisee.

**Section 4: Term and Termination.** The term of this Franchise shall be ten (10) years, commencing with the effective date of this Ordinance. Thereafter, this Franchise shall continue in full force and effect for an additional ten (10) years unless notice is given by either party ninety (90) days before expiration, of its intention to terminate or renegotiate the Franchise. Upon termination or expiration of the Franchise, Grantee shall, within one hundred and eighty days (180), remove all its facilities from the City's Rights-of-Way. Should the Grantee fail to remove its facilities within the one hundred and eighty day period (180), the City may remove.

**Section 5: No Limitation of City Authority.**

(a) Except as provided in Section 6 below, nothing in this Franchise shall in any way be construed or interpreted to prevent, or in any way limit, the City from modifying or performing any work in its Rights-of-Way, or granting other franchises for use of Rights-of-Way, or of adopting general ordinances regulating use of or activities in the Rights-of-Way, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its Rights-of-Way, whether now owned or hereinafter acquired.

(b) In the event that any portion of the Franchisee's infrastructure interferes with any present or future use the City desires to make of its Rights-of-Way, Franchisee shall, upon request, and at its sole expense, promptly relocate such infrastructure, and restore the area where such relocation occurs to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

(c) Where the Franchisee had paid for the relocation costs of the same facilities at the request of the City within the past five (5) years, the Franchisee's share of the cost of relocation will be paid by the City if it requested the subsequent relocation.

(d) Except as otherwise provided by law, and subject to Section 6 herein, nothing in this Franchise shall be construed to give the Franchisee any credit or exemption from any nondiscriminatory, generally applicable business tax, or other tax now or hereafter levied upon Franchisee's taxable real or personal property, or against any permit fees or inspection fees required as a condition of construction of any improvements upon Franchisee's real property and imposed under a generally applicable ordinance or resolution.

**Section 6: Competitively Neutral Application.** The City shall impose, on a competitively neutral and nondiscriminatory basis, similar terms and conditions upon other similarly situated providers of Telecommunications services operating within the City. Any requirement imposed on Franchisee that is determined not in compliance with this Section 6 shall be unenforceable against Franchisee.

**Section 7: Construction, Maintenance and Repair of Infrastructure.**

(a) Franchisee may make all needful excavations in any Right-of-Way for the purpose of placing, erecting, laying, maintaining or repairing Franchisee's infrastructure, and shall repair, renew and replace the same as reasonably possible to the condition that existed prior to such excavation. Franchisee shall obtain all necessary permits for such

excavation and construction, and pay all applicable fees. Such work shall be done only in accordance with plans or designs submitted to, and approved by, the City, such plans (1) to be evaluated by the standards applied to the construction of other similar Telecommunications systems in the City, and (2) maintained by the City as confidential and exempt from public disclosure to the maximum extent allowed by law. Such work shall be performed in a good and workmanlike manner and in compliance with all rules, regulations, or ordinances which may, during the term of this Franchise, be adopted from time to time by the City, or any other authority having jurisdiction over Rights-of-Way. Prior to commencing excavation or construction, Franchisee shall give appropriate notice to other franchisees, licensees or permittees of the City owning or maintaining facilities which may be affected by the proposed excavation or construction.

(b) In the event emergency repairs are necessary for Franchisee's facilities, Franchisee may immediately initiate such emergency repairs. Franchisee shall give notice to the City's Department of Public Works by telephone, electronic data transmittal or other appropriate means as soon as is practicable after commencement of work performed under emergency conditions. Franchisee shall make such repairs in compliance with applicable ordinances and regulations, and shall apply for any necessary permits no later than the business day next following the discovery of the need for such repairs.

(c) Franchisee shall construct and maintain its Telecommunications system in such a manner so as to not interfere with City sewer or water systems, or other City facilities.

#### **Section 8: Insurance.**

(a) General. At all times during the term of this Franchise, Franchisee, at its own cost and expense, shall provide the insurance specified in this section.

(b) Evidence Required. Within thirty (30) days of the effective date of this Franchise, Franchisee shall provide the City with a certificate of insurance executed by an authorized representative of the insurer or insurers, evidencing that Franchisee's insurance complies with this section.

(c) Notice of Cancellation, Reduction, or Material Change in Coverage. Franchisee shall provide written notice to the City not less than thirty (30) calendar days prior to cancellation, reduction, or material change in coverage. If insurance coverage is canceled, reduced or materially changed, Franchisee shall, prior to the effective date of such cancellation, reduction or material change, obtain the coverage required under this section, and provide the City with documentation of such coverage. Franchisee shall be responsible, to the extent not caused by the City's negligence or intentional misconduct, for the costs of any damage, liability, or injury, which are not otherwise covered by insurance or because of a failure to comply with this section.

(d) Insurance Required. During the term of this contract, Franchisee shall maintain in force, at its own expense, the following insurance:

- (1) Workers' compensation insurance for all subject workers; and
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Coverage shall include contractual liability coverage for the indemnity provided under this contract, and naming the City, its officials, officers, employees and agents as

additional insureds with respect to Franchisee's activities pursuant to this Franchise.

**Section 9: Transfers and Change in Control.**

(a) Transfer. This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Franchisee, either by act of the Franchisee or by operation of law, without the consent of the City, expressed in writing, such consent not to be unreasonably withheld. If the Franchisee wishes to transfer this Franchise, the Franchisee shall give City written notice of the proposed transfer, and shall request consent of the transfer by the City.

(b) Any transfer of ownership affected without the written consent of the City shall render this Franchise subject to revocation. The City shall have thirty (30) days to act upon any request for approval of a transfer. If the City fails to render a final decision on the request within said thirty (30) days, the request shall be deemed granted unless the Franchisee and the City agree to an extension of time.

(c) The Franchisee, upon any transfer, shall within sixty (60) days thereafter file with the City a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

(d) The requirements of this section shall not be deemed to prohibit the use of the Franchisee's property as collateral for security in financing the construction or acquisition of all or part of a Telecommunications System of the Franchisee or any affiliate of the Franchisee. However, the Telecommunications System franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

(e) The requirements of this section shall not be deemed to prohibit sale of tangible assets of the Franchisee in the ordinary conduct of the Franchisee's business without the consent of the City. The requirements of this section shall not be deemed to prohibit, without the consent of the City, a transfer to a transferee whose primary business is Telecommunications System operation and having a majority of its beneficial ownership held by the Franchisee, a parent of the Franchisee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Franchisee.

**Section 10: Indemnification.** Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

**Section 11: Compensation.**

(a) Utility Tax. In consideration of permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a Telecommunications system within the Franchise area the Franchisee shall pay to City during the term of this Franchise an amount equal to six percent (6%) of the Franchisee's Gross Revenues ("Franchise Fee"). Any net uncollectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be included in Gross Revenues at such time as they are actually collected. Revenue from point to point and multi-point services is based on the pro-rata share of the revenue from those services. Notwithstanding the foregoing, Franchisee may, in lieu of all or a portion of the Franchise Fee payment required under this Section 11, provide telecommunications or other services to the City or its affiliated entities. Any agreement for the provision of such services will be a mutually agreed by the parties in separate documentation, and the offset value of any such services provided to the County or its affiliated entities will be determined based on the standard rates Franchisee charges to third-party customers for substantially equivalent services.

(b) Modification Resulting from Action by Law. Upon thirty (30) days' notice and in the event any law or valid rule or regulation applicable to this Franchise limits the Franchise Fee below the amount provided herein, or as subsequently modified, the Franchisee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Franchisee shall pay the higher amount commencing from the date of such repeal or amendment, up to the maximum allowable by law.

(c) Payment of Franchise Fee. Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the quarter for which the Franchise Fee payment is made.

(d) The Franchise Fee includes all compensation for the use of the City's Rights-of-Way. Franchisee may offset against the Franchise Fee the amount of any fee or charge paid to the City in connection with the Grantee's use of the Rights-of-Way when the fee or charge is not imposed under a generally applicable ordinance or resolution. The Franchise Fee shall not be deemed to be in lieu of or a waiver of any ad valorem property tax which the City may now or hereafter be entitled to, or to participate in, or to levy upon the property of Franchisee.

(e) Administrative Fee. Pursuant to RCW 35.21.860, Franchisee has paid a one-time administrative fee of \$1,000.00 for reimbursement of costs associated with the preparation, processing and approval of this Franchise, including posting and publication costs, wages, benefits, overhead expenses, meetings, attorneys' fees, negotiations, and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of-Way.

**Section 12: Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such

authority. All Facilities owned, maintained, or operated by Grantee located within any public Rights-of-Ways of the annexed territory shall be subject to all of the terms of this Ordinance.

**Section 13: Right to Inspect Records.** In order to manage the Franchisee's use of Rights-of-Way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, the Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of the Franchisee's Telecommunications System; the amount collected by the Franchisee from users of Telecommunications Service provided by Franchisee via its Telecommunications network; the character and extent of the Telecommunications Service rendered therefore to them; and any other related financial information required for the exercise of any other lawful right of Franchisee under this Franchise. The City agrees that such information is confidential and that the City will use such information only for the purpose of managing its Rights-of-Way, determining compliance with the terms of this Franchise, and verifying the adequacy of Franchisee's fee payments. The City further agrees to protect such information from disclosure to third parties to the maximum extent allowed by Washington law.

**Section 14: Right to Perform Franchise Fee Audit or Review; Default.** In addition to all rights granted under Section 13, the City shall have the right to have performed, a formal audit or a professional review of the Franchisee's books and records by an independent private auditor, for the sole purpose of determining the Gross Revenues of the Franchisee generated through the provision of Telecommunications Services under this Franchise and the accuracy of amounts paid as Franchise fees to the City by the Franchisee; provided, however, that any audit or review must be commenced not later than two (2) years after the date on which Franchise fees for any period being audited or reviewed were due and only once per calendar term during the term of the Agreement. The City shall give 48 hours' notice to Franchisee of an audit. The cost of any such audit or review shall be borne by the City. The City agrees to protect from disclosure to third parties, to the maximum extent allowed by State law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created using information obtained pursuant to the exercise of its rights.

**Section 15: Right to Inspect Construction.** The City or its representatives shall have the right, at the City's expense, to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to management of the City's Rights-of-Way.

**Section 16: Limited Waiver of Sovereign Immunity; Venue.**

(a) The City may have sovereign or other immunities which might prevent or impair enforcement or enjoyment of the terms of this Franchise. Without making a general waiver, limitation or modification of such sovereign or other immunity, the City hereby expressly grants, in favor of Franchisee, a limited, non-assignable waiver of its immunities for claims arising under this Franchise, it being the intent of the parties that the waivers herein provided shall result in the terms and conditions of this franchise being enforced in a competitively neutral manner.

(b) Venue for any proceeding brought to enforce any term or condition of this Franchise shall be the local Superior Court for the City; provided, however, that should any proceeding be brought in a federal forum, such proceeding shall be brought in the U.S. District Court of the Western District of Washington.

(c) Notwithstanding any applicable statute of limitations or other law, these limited waivers of sovereign immunity shall expire when all obligations under this Franchise have been fully and completely performed, or the passage of twenty-four (24) months from the termination of this Franchise, whichever is later.

**Section 17: Limitation of Liability.** The City and the Franchisee agree that neither shall be liable to the other for any indirect, special, or consequential damages, or any lost profits, arising out of any provision or requirement contained herein, or, in the event this Franchise or any part hereof, is determined or declared to be invalid.

**Section 18: Compliance with Applicable Laws.** Franchisee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, whether now in existence or hereinafter enacted. Nothing contained in this Franchise shall be construed as authorizing the Franchisee, its officers, employees or agents, to violate any federal, state or local law, whether now in existence or hereinafter enacted, including, by way of illustration but not of limitation, any provision of Washington anti-trust law, RCW 19.86.010 – 19.86.120. Nothing contained in this section shall be construed as requiring Franchisee to comply with any federal, state or local law that is repealed or otherwise rendered unenforceable subsequent to the adoption of this Franchise.

**Section 19: Notice.** Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the other party or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; (2) sent overnight by commercial air courier; or (3) sent by facsimile transmission, provided receipt of such facsimile is confirmed, in writing, on the first business day following the date of transmission. Notice shall be sent to the following address or such other address as each party may specify in writing:

**City of Chehalis**

City Clerk

City of Chehalis

350 N Market Blvd. Rm. 101

Chehalis, WA 98532

Phone: 360-345-3225

Fax: 360-748-0651

**Astound Broadband, LLC**

James A. Penney

Executive Vice President Business and  
Legal Affairs

Astound Broadband, LLC

401 Kirkland Parkplace, Suite 500

Kirkland, WA 98033

Phone: 425-896-1891

Fax: 425-896-1911

Notice shall be deemed effective upon the earliest date of actual delivery; three business days after deposit in the U.S. mail as provided herein; one business day after shipment by commercial air courier; or the same day as transmitted by facsimile, provided transmission of such facsimile is confirmed in writing as provided herein.

**Section 20: Captions.** The captions to sections of this Franchise are intended solely to facilitate reading and reference of the sections and provisions contained herein, and shall not affect the meaning or interpretation of any section or provision of this Franchise.

**Section 21: Severability.** If any part of this Franchise becomes or is held to be invalid for any reason, the determination will affect only the invalid portion of this Franchise. In all other respects this Franchise will stand and remain in full force and effect as if the invalid provision had not been part of this Franchise.

**Section 22: Waiver.**

(a) The City is vested with the power and authority to reasonably regulate, and manage, its Rights-of-Way in a competitively neutral and non-discriminatory manner, and in the public interest. Franchisee shall not be relieved of its obligations to comply with any provision of this Franchise by reason of the failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

(b) No provision of this Franchise will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Franchisee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the City fails to object within a reasonable time after receipt of such notice, such provision shall be deemed waived.

PASSED by the City Council of the City of Chehalis, Washington, during a regularly scheduled open public meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2014.

By \_\_\_\_\_  
Dennis L. Dawes, Mayor

Attest:

Approved as to form and content:

By \_\_\_\_\_  
Judith A. Schave, City Clerk

By \_\_\_\_\_  
William T. Hillier, City Attorney

Accepted:

By \_\_\_\_\_

James A. Penney, Executive Vice  
President

Date \_\_\_\_\_

**CITY OF CHEHALIS  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council  
**FROM:** Judy Pectol, Finance Manager  
**DATE:** November 24, 2014  
**SUBJECT:** **Ordinances 936-B and 937-B – Adoption of Tax Levies**

**ISSUE**

Ordinances 936-B and 937-B have been prepared in connection with levying property taxes for collection in 2015. These are required in order to have Lewis County collect property taxes on behalf of the City.

**DISCUSSION**

Ordinance No. 936-B establishes the city's levies of ad valorem taxes (i.e. property taxes) for general operations, the Firefighters' Pension Fund and Emergency Medical Services (EMS).

Ordinance No. 937-B is required under the provisions of Referendum 47. It identifies the changes, in both dollar amounts and percentage terms, in the City's general operations property tax levy; the firefighters' pension levy and the EMS levy for next year compared to this year.

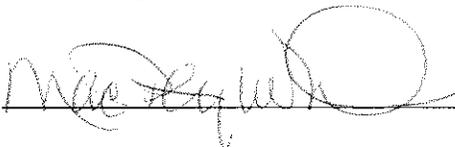
The property tax levy will increase due to increases in new construction, property improvements, the value of state assessed property as well as property tax refunds. However; the City will not use the one percent increase allowed by statute nor will the City use any of its banked capacity. There have been no changes since the council approved these ordinances on first reading on November 10, 2014.

**RECOMMENDATION/COUNCIL ACTION DESIRED**

The administration recommends passage of Ordinances 936-B and 937-B on second and final reading.

**SUGGESTED MOTION**

**I move that the council pass Ordinance No. 936-B on second and final reading.  
I move that the council pass Ordinance No. 937-B on second and final reading.**

Reviewed by:  \_\_\_\_\_, City Manager

**ORDINANCE NO. 936-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, DETERMINING AND FIXING THE AMOUNT OF REVENUE TO BE RAISED BY AD VALOREM TAXES DURING THE CALENDAR YEAR 2015 AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.**

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

**Section 1.** The amount of revenue to be raised by ad valorem taxes during 2015 for general city operations shall be, and the same hereby is, determined and fixed in the sum of One Million Three Hundred Seventy-One Thousand Five Hundred Seventy-Nine Dollars (\$1,371,579).

**Section 2.** The amount of revenue to be raised by ad valorem taxes during 2015 for emergency medical services shall be, and the same hereby is, determined and fixed in the sum of Two Hundred Thirty-Three Thousand Dollars (\$233,000).

**Section 3.** The effective date of the ordinance shall be the 8th day of December 2014.

**PASSED** by the city council of the City of Chehalis, Washington during a regularly scheduled open public meeting thereof this 24th day of November, 2014 on second and final reading.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and content:

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

**ORDINANCE NO. 937-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS,  
WASHINGTON, STATING THE AMOUNTS AND  
PERCENTAGES OF CHANGE IN PROPERTY TAX  
LEVY IN CALENDAR YEAR 2015.**

**WHEREAS**, the City of Chehalis, Washington, properly gave notice of a public hearing held the 10th day of November, 2014, to consider the city budget for 2015, including possible property tax increases and other revenues, pursuant to RCW 84.55.120; and,

**WHEREAS**, the city's actual levy amounts for general operations; and Emergency Medical Services (EMS) levies were \$1,355,983.39; and \$231,782.03 respectively, in 2014; and,

**WHEREAS**, the population of this city is less than 10,000; and now, therefore,

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

**Section 1.** The 2014 general operations property tax levy for collection in 2015 is One Million Three Hundred Seventy-One Thousand Five Hundred and Seventy-Nine Dollars (\$1,371,579), which is an increase of Zero Dollars (\$0) and Zero Percent (0.0%) over the amount levied in 2013 for collection in 2014. Increases for the amounts allowed under the new construction and improvements to property provisions of RCW 84.55.010 and refunds, are only reflected in the total levy amount.

**Section 2.** The 2009 voter-approved EMS property tax levy for collection in 2015 is Two Hundred Thirty-Three Thousand Dollars (\$233,000), which is an increase of Zero Dollars (\$0) and Zero Percent (0.0%) over the amount levied in 2013 for collection in 2014. Increases for the amounts allowed under the new construction and improvements to property provisions of RCW 84.55.010 and refunds are only reflected in the total levy amount.

**PASSED** by the city council of the city of Chehalis, Washington during a regularly scheduled open public meeting thereof this 24th day of November, 2014, on second and final reading.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and content:

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

**CITY OF CHEHALIS  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council  
**FROM:** Judy Pectol, Finance Manager  
**DATE:** November 24, 2014  
**SUBJECT:** Ordinance 938-B – 2015 Budget Adoption, Second and Final Reading

**ISSUE**

Ordinance 938-B has been prepared for the purpose of adopting the 2015 Budget. The two levy ordinances reflected in this budget are being presented to the Council concurrently.

**DISCUSSION**

During September, October and November, the Council Budget Committee attended several meetings with the administration during which budget presentations were made, discussed and reviewed. A budget which included revisions made as a result of the discussions between the administration and the Budget Committee was presented to the entire City Council on November 10<sup>th</sup>. At that meeting, an additional budget revision was made. The administration added an additional \$13,550 to the appropriations of the Tourism Fund for the Chehalis Bridal Show, based upon the Lodging Tax Advisory Committee recommendation and Council action. This additional appropriation is included in the Expenditures column of the Attachment "A" and in Ordinance 938-B.

**RECOMMENDATION/COUNCIL ACTION DESIRED**

The administration recommends passage of Ordinance 938-B on second and final reading.

**SUGGESTED MOTION**

**I move that the council pass Ordinance No. 938-B on second and final reading.**

Reviewed by:  \_\_\_\_\_, City Manager

**ORDINANCE NO. 938-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON,  
ADOPTING THE BUDGET OF THE CITY FOR THE YEAR 2015  
AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.**

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

**Section 1.** Attached hereto and identified as Exhibit "A", in summary form, are the total of estimated revenues and appropriations for each separate fund and the aggregate totals for all such funds combined for the budget of the city for 2015, and by this reference said Exhibit "A," showing a total estimated ending fund balance of \$10,713,156 is incorporated herein as if set forth in full and the same is hereby adopted in full.

**Section 2.** This ordinance is a legislative act delegated by statute to the City Council of the City of Chehalis, is not subject to referendum and shall take effect December 8, 2014.

**PASSED** by the City Council of the City of Chehalis, Washington during a regularly scheduled open public meeting thereof this 24<sup>th</sup> day of November, 2014 on second and final reading.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and content:

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

**Ordinance 938-B  
Attachment "A"**

**CITY OF CHEHALIS 2015 BUDGET  
Proposed Budget Summary**

<b>FUND NAME</b>	<b>Est. Beg. Fund Balance</b>	<b>Revenue</b>	<b>Operating Transfers In</b>	<b>Expenditures</b>	<b>Operating Transfers Out</b>	<b>Est. End. Fund Balance</b>
General Fund	934,370	8,236,707	0	8,118,913	216,817	835,347
Dedicated Street Fund	0		150,514	148,800		1,714
Arterial Street Fund	4,369	150,000	0	128,938		25,431
Tourism Fund	69,387	182,910	0	215,550		36,747
Community Dev. Block Grant Fund	857	10,186		0		11,043
HUD Block Grant Fund	329,702	600		0		330,302
Federal and State Grant Fund	0	0	0	0	0	0
2011 G.O. Bond Fund	0		97,210	97,210		0
Automotive/Equip. Res. Fund	0	0	36,700	36,700	0	0
1st Quarter REET Fund	120,185	32,125	0	25,000	41,315	85,995
2nd Quarter REET Fund	56,469	32,125	0	0	31,594	57,000
Garbage Fund	365	6,640	5,300	11,697		608
Wastewater Fund	1,528,146	4,986,732		4,859,990		1,654,888
Water Fund	4,475,544	3,957,573		2,958,375	420,000	5,054,742
Storm & Surface Water Fund	496,037	509,897		460,590		545,344
Airport Fund	1,887,559	2,312,736	420,000	2,971,023		1,649,272 <sup>A</sup>
Firemen's Pension Fund	341,583	151,200		71,085		421,698
City Agency Fund	3,025	0		0		3,025
<b>TOTALS</b>	<b>10,247,598</b>	<b>20,569,431</b>	<b>709,724</b>	<b>20,103,871</b>	<b>709,726</b>	<b>10,713,156</b>

<sup>A</sup> Ending fund balance includes \$1,565,777 held by Lewis County on behalf of the City to pay the final debt service payment on the G.O. Bond issued by Lewis County for the benefit of the Chehalis-Centralia Airport.

**CITY OF CHEHALIS  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council  
**FROM:** Judy Pectol, Finance Manager  
**DATE:** November 24, 2014  
**SUBJECT:** Budget Amendment Ordinance 939-B; First Reading

**ISSUE**

Ordinance 939-B amending the 2014 Budget is hereby submitted to reflect the changes in estimates and the actual activity of the city. It is necessary to ensure compliance with appropriation requirements.

**DISCUSSION**

The attached spreadsheet provides information on a line-by-line basis, as well as summary information of the proposed budget amendment.

The most significant reductions to revenues, transfers in, expenditures, and transfers out are related to the FEMA projects, the Gail and Carolyn Shaw Aquatics Center and Street Projects.

The net City-wide decrease totals \$98,960. This ordinance is presented for passage on the first of two required readings.

It is anticipated that this ordinance will be amended before being presented for its second and final reading as additional information becomes available.

**RECOMMENDATION/COUNCIL ACTION DESIRED**

The Administration recommends that the council pass Ordinance 939-B on first reading.

**SUGGESTED MOTION**

I move that the council pass Ordinance 939-B on first reading.

Reviewed: \_\_\_\_\_

City Manager

**EXHIBIT A**  
**CITY OF CHEHALIS AMENDED 2014 BUDGET**  
**2014 Budget Summary - Revised with Ordinance #939-B**

<b>FUND NAME</b>	<b>Est. Beg. Fund Balance</b>	<b>Revenue</b>	<b>Operating Transfers In</b>	<b>Expenditures</b>	<b>Operating Transfers Out</b>	<b>Est. End. Fund Balance</b>
General Fund	836,009	7,559,121	1,436,911	7,357,309	1,419,799	1,054,933
Arterial Street Fund	27,091	150,000		175,540		1,551
Tourism Fund	50,135	175,000		181,475		43,660
Community Dev. Block Grant Fund	90,646	10,100		90,922		9,824
HUD Block Grant Fund	327,335	3,600		188,000		142,935
Federal and State Grant Fund	0	2,463,568	1,331,945	2,358,602	1,436,911	0
2011 G.O. Bond Fund	54		102,993	103,047		0
Automotive/Equip. Res. Fund	1,638		56,756	58,256		138
1st Quarter REET Fund	127,012	45,400			43,772	128,640
2nd Quarter REET Fund	53,137	45,000			33,473	64,664
Wastewater Fund	1,409,148	4,381,331		4,280,969		1,509,510
Water Fund	3,353,790	2,671,565		2,511,180		3,514,175
Storm & Surface Water Fund	448,246	470,584		467,158		451,672
Airport Fund	0	3,403,213	0	1,716,119		1,687,094
Garbage Fund	15	7,200	5,350	12,347		218
Firemen's Pension Fund	294,300	148,550		69,400		373,450
City Agency Fund	356,127					356,127
<b>TOTALS</b>	<b>7,374,683</b>	<b>21,534,232</b>	<b>2,933,955</b>	<b>19,570,324</b>	<b>2,933,955</b>	<b>9,338,591</b>

City of Chehalis  
 2014 Budget Amendment No. 1 - Ordinance 939-B  
 First Reading  
 11/24/14

Fund No. and Name Fund 001 - General Fund	Acct. Name	Reason for Amendment	Revenue		Appropriation		Transfers		Total
			Increase/(Decrease)	Increase/(Decrease)	Increase/(Decrease)	In/(Out)	Increase/(Decrease)		
001.331.016.60	DOJ Bullet-proof Vest	DOJ Grant		1,488					
001.333.020.60	US DOT Grant - Chehalis Ave	Street Projects		90,782					
001.334.003.82	Saizer Cr Bridge Grant	Street Projects		113,000					
001.k1.595.010.63.00	Other Improvements	Street Projects			80,000				
001.k1.595.030.63.00	Other Improvements	Street Projects			80,000				
001.k1.542.050.41.01	Engineering - Scour Bridge	Street Projects			17,000				
001.k1.542.063.48.00	Repair & Maintenance	Wire Theft - Replacement			13,342				
001.k1.542.050.44.01	Advertising - Scour Bridge	Street Projects			975				
001.E4.514.020.41.00	Professional Services	Code Updates			1,500				
001.E4.518.080.41.00	Professional Services	Video Arraignment Project			(2,500)				
001.E4.597.000.05.00	Transfer Out to Equipment Fund	Video Arraignment Project					(2,500)		
001.C1.597.000.05.32	Transfer Out to Equipment Fund	Video Arraignment Project					(500)		
001.B1.597.000.05.32	Transfer Out to Equipment Fund	Video Arraignment Project					(500)		
.337.009.37	CCRail Grant	LC Distressed County (.09) Grant		26,000					
.G1.514.080.52.01	CCRail Grant	LC Distressed County (.09) Grant			26,000				
.367.011.076	Donations for Facilities	Donation from Glen & Patty Dickason		1,367					
001.53.518.031.48.00	Repairs & Maintenance	Window Replacement			1,367				
001.367.011.076	Donations for Facilities	Donation from High Noon Sertoma			500				
001.53.518.031.48.00	Repairs & Maintenance	New Picnic Table			500				
001.337.009.41	WCIA Grant	Pedestrian Safety Flashing Beacons Grant			6,359				
001.k1.542.064.31	Operating Supplies	Pedestrian Safety Flashing Beacons			6,359				
001.395.020.00	Insurance Recovery	City Hall Elevator Damage			21,986				
001.518.G1.080.48	Repairs & Maintenance	Repair of City Hall Elevator							
001.397.000.99	Transfer In - Grant Fund	Additional Transfer for FEMA & Aquatics						436,911	
001.G1.597.000.05.99	Transfer Out - Grant Fund	Additional Transfer for Aquatics Center						(331,945)	
001.C1.512.050.41.00	Professional Services	Court Security Services							1,500
001.C1.515.091.41.00	Professional Services	Public Defense Services							12,000
001.E1.514.023.21.07	Employee Benefits	Former Finance Director Unemployment							21,035
001.E1.514.023.11.00	Salaries & Wages	Finance Director Payout							1,500
001.E1.514.029.1C.00	Salaries Contra	Airport Contra Charges							(72,000)
001.E1.514.029.2C.00	Benefits Contra	Airport Contra Charges							(26,213)
001.E1.514.029.3C.00	Supplies Contra	Airport Contra Charges							(1,317)

City of Chehalis  
 2014 Budget Amendment No. 1 - Ordinance 939-B  
 First Reading  
 11/24/14

Fund No. and Name	Acct. Name	Reason for Amendment	Revenue		Appropriation		Transfers		Total Increase/(Decrease)
			Increase/(Decrease)	Increase/(Decrease)	Increase/(Decrease)	In/(Out)			
001.E1.514.029.4C.00	Professional Services Contra	Airport Contra Charges		(8,838)					
001.I1.522.030.31.00	Office & Operating Supplies	Fire Dept. Supplies		6,500					
001.I1.522.026.35.00	Small Tools & Minor Equipment	Fire Dept. Small Tools		2,290					
Total General Fund			261,482	182,986	101,466				179,962

**Fund 195 - Community Development Block Grant (CDBG) Fund**

197.k1.542.050.41.01	Other Improvement TIB Projects	Street Projects	90,922						
Total Community Development Block Grant Fund			0	90,922	0				(90,922)

**Fund 197 - Housing and Urban Development (HUD) Fund**

197.k1.542.050.41.01	Other Improvement TIB Projects	Street Projects		188,000	0				(188,000)
Total Housing & Urban Development Fund			0	188,000	0				(188,000)

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**Fund 199 - Federal and State Grant Fund**

199.397.000.01	Transfer In - 001	Aquatics			331,945				
199.334.000.11	WA Legislative Grant	FEMA Grant	110,090						
199.334.002.71	Rec & Conservation Grant	Aquatics	237,500						
199.334.002.71	Military Dept Grant	FEMA Grant	229,067						
199.367.011.59	Donations - Housing	FEMA Grant	12,357						
199.367.011.79	Donations - Pool Project	Aquatics	333,654						
199.395.020.00	Insurance	Aquatics	30,000						
199.48.594.076.62.00	Buildings & Structures	Construction Costs		847,702					
199.48.597.000.55.01	Transfer Out - 001	FEMA Grant			(80,000)				
199.48.597.000.55.01	Transfer Out - 001	Aquatics			(356,911)				
Total Federal & State Grant Fund			952,668	847,702	(104,966)				0

**Fund 300 - Automotive Equipment Reserve Fund**

302.397.000.01	Transfer In - 001	Video Arraignment Project							3,500
302.45.594.011.64.00	Machinery & Equipment	Video Arraignment Project		500					

City of Chehalis  
 2014 Budget Amendment No. 1 - Ordinance 939-B  
 First Reading  
 11/24/14

Fund No. and Name	Acct. Name	Reason for Amendment	Revenue		Appropriation		Transfers		Total Increase/(Decrease)
			Increase/(Decrease)	Increase/(Decrease)	Increase/(Decrease)	In/(Out)			
302.45.594.012.64.00	Machinery & Equipment	Video Arraignment Project		500					
302.45.594.013.64.00	Machinery & Equipment	Video Arraignment Project		2,500					
<b>Total Federal &amp; State Grant Fund</b>			0	3,500	3,500		3,500		0
<b>Fund 407 - Airport</b>									
407.388.010.00	Capital Contribution	Lewis County Capital Payment	57,368						
407.322.040.00	Salary Contra Accounts	Right-of-Way Permit Fees	3,000						
407.09.594.046.63.00	Other Improvements	Miscellaneous Improvements		(48,000)					
407.09.546.091.1A.00	Salary Contra Accounts	Contra charges from General Fund		72,000					
407.09.549.091.2A.00	Benefit Contra Accounts	Contra charges from General Fund		26,213					
407.09.546.091.3A.00	Supply Contra Accounts	Contra charges from General Fund		1,317					
407.09.546.091.4A.00	Professional Services Contra	Contra charges from General Fund		8,838					
<b>Total Federal &amp; State Grant Fund</b>			60,368	60,368	0				(0)

<b>Total of All Funds</b>			1,274,518	1,373,478	0				(98,960)
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**CITY OF CHEHALIS  
AGENDA REPORT**

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

**FROM:** Judy Pectol, Finance Manager  
Dennis Osborn, Community Development Director

**DATE:** November 24, 2014

**SUBJECT:** Resolution No. 11-2014 - Revising Appendix Chapter "A" (Schedule of Fees and Charges) of the Uniform Development Regulations

**ISSUE**

Some of the fees charged by the City of Chehalis have lagged behind the rate of inflation, and behind the cost of providing the services. It is the administration's goal to take a step closer to recovering our costs of providing the service.

**DISCUSSION**

During the development of the 2015 Budget it became clear that some of the city's fees were outdated and did not cover the cost of providing certain services. The administration met with the Council Budget Committee on two occasions to discuss the fee schedule and provided input on what they thought was acceptable to charge. The Council Budget Committee supports the recommendations being presented for Council consideration.

**RECOMMENDATION/COUNCIL ACTION DESIRED**

The administration recommends that council adopt Resolution No. 11-2014 on first and final reading.

**SUGGESTED MOTION**

I move that the council adopt Resolution No. 11-2014 on first and final reading.

Reviewed:  \_\_\_\_\_, City Manager

**RESOLUTION 11-2014**

**A RESOLUTION OF THE CITY OF CHEHALIS,  
WASHINGTON, REVISING APPENDIX CHAPTER  
'A' OF THE CHEHALIS UNIFORM DEVELOPMENT  
REGULATIONS, CODIFIED AS CHEHALIS  
MUNICIPAL CODE TITLE 17 AND PROVIDING FOR  
AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, Appendix Chapter 'A' of the Uniform Development Regulations establishes the listing of fees and charges for services provided by the City of Chehalis; and

**WHEREAS**, Chehalis Municipal Code section 17.09.170.C provides that amendments and revisions to Appendix Chapter 'A' may be made by Resolution, and

**WHEREAS**, If inconsistencies are identified between Appendix Chapter 'A' and other applicable local, state, or federal requirements, said Appendix Chapter 'A' must be altered to reflect such requirements; and

**WHEREAS**, the City of Chehalis established fees for the Chehalis-Centralia Airport and the Gail and Carolyn Shaw Aquatics Center; now, therefore,

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

**Section 1.** Appendix Chapter 'A' (Schedule of fees and charges) of the Uniform Development Regulations, codified in the Chehalis Municipal Code as Title 17, shall be, and the same hereby is, revised to reflect the established fees and charges listed in the attached Schedule.

**Section 2.** The effective date of the Resolution shall be January 1, 2015.

**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 24th day of November 2014.

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form and content:

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City Attorney

Uniform Development Regulations  
Appendix Chapter "A"  
Schedule of Fees and Charges

**Community Development Fees**

Most plans for which a development permit is required will be assessed a plan review fee in addition to any permit fees. The plan review fee is based on the construction cost or value of the development project, or projected staff review time; and may be a percentage of the development permit fee from the applicable code. Generally, the following formulas are used for the identified type of plan review.

- **Manufactured structure** – \$200 (per assembled structure)
- **State Environmental Policy Act (SEPA) – Plan/Checklist Review** - \$200.00
- **Land Use/Zoning Plan Review**  
No plan review fee, unless variance or conditional use permit is required  
Variance permit fee                    \$200.00 plus up to \$500 in pass-through costs  
Conditional Use permit fee            \$200.00 plus up to \$500 in pass-through costs
- **Public Works Variance** – \$50.00
- **Water System Cross-Connection Violation – 1<sup>st</sup>** - \$200.00
- **Water System Cross-Connection Violation – 2<sup>nd</sup>** - \$500.00
- **Water System Cross-Connection Violation – 3<sup>rd</sup>** - \$1,000.00
- **Fee to restore water service** - \$50.00
- **Violation – Backflow assembly tester – 1<sup>st</sup>** - \$1,000.00
- **Violation – Backflow assembly tester – 2<sup>nd</sup>** - \$2,000.00
- **Violation – Backflow assembly tester – 3<sup>rd</sup>** - \$5,000.00
- **Fill/Grade/Clear Plan Review**  
Any project associated with a Development (Building) Permit – no additional plan review fee  
Other construction project on R/W (or utility easement) – calculated the same as a building permit plan review fee  
Occupancy (no construction) of R/W – \$50.00
- **House-moving Permit Application** – no plan review fee (a development permit may be required at the placement location of moved structures)
- **Joint Aquatic Resource Permit Application (JARPA)**  
If Shorelines Management Act permit    \$200.00 plus up to \$500 in pass-through costs  
Otherwise    \$200

***Plan review fees must be submitted with the application before any city plan review or approval process will be initiated. Other county, state, and federal agencies with jurisdiction may charge additional review or permitting fees.***

- Building Permit & Plan Review Fee

Value	Fee
1 million1 +	\$4.22 per thousand
500k+1-1 mill	\$5.50 per thousand
100k+1-500k	\$6.48 per thousand
50k+1-100k	\$7.00 /1000 plus \$215.00
25k+1-50k	\$10.10/1000 plus \$197.00
2k+1-25k	\$14.00/1000 plus \$33.00
500+1-2k	same
1-500	same

- **Demolition Permit - \$28.00**

- **Fire Permit**

Occupancy - \$15.00 initial application  
Annual Inspection - \$25.00  
Fireworks stand (annual renewal) - \$100.00  
Fireworks stand – Annual Deposit - \$100.00  
Fire Department Investigation Report - \$5.00

Underground Storage Tank - \$25.00 per tank installed or removed

- **Sign Permit - For Project Cost**

\$1 through \$2,000      \$20.00  
\$ 2001 or more      \$75.00

- **Variance (Public Works) - no permit fee**

- **Earth Disturbing Permit (Stormwater) -1997 UBC Table A-33-B 'Grading Permit Fees'**

- **Right-of-Way Permit**

For construction activity - \$50.00  
For temporary (less than 30 days) occupancy - \$50.00  
For permanent occupancy associated w/adjacent business - \$100.00 annual fee  
For permanent occupancy otherwise - \$200.00

- **Housemoving Permit –\$250.00 Plus damage deposit of \$5,000 or performance bond.**
- **Mechanical Permit \$35.00**
- **Plumbing Permit \$26.00**
- **Occupancy Permit \$20.00**
- **Occupancy Permit (No construction or R/W) \$50.00**

- **Joint Aquatic Resources Permit**

If Shoreline Management Act permit, flood hazard zone-permit, local wetland development permit; or slope/slide/unstable soil permit - no permit fee

If other agency involved - Other agency requirements

State of Washington surcharge - \$4.50 + \$2.00 per residential unit over one. (attached to any building permit issued)

### **Appeal Fees**

Appeal from decision of Responsible Official (SEPA) to Hearing Examiner - \$200.00 plus pass-through fees up to \$500\*

Appeal from decision of Development Review Committee member to Hearing Examiner - \$200.00 plus pass through costs up to \$500\*\*

Appeal from decision of Shorelines Administrator to Hearing Examiner - \$200.00 plus pass-through costs up to \$500\*

\* 80% of the appeal fee may be refunded to a prevailing party (appellant) upon written request, at the discretion of the Hearing Examiner.

\*\* 100% of the appeal fee shall be refunded to a prevailing party (appellant).

### **Planning/Zoning Fees**

Comprehensive Plan amendment (annual review) - no fee for first form submitted, \$20.00 per form thereafter Comprehensive Plan amendment with rezone application - \$300.00 Rezone Application - \$200.00

Development Regulation Text Amendment (Title 17) - \$125.00

Subdivision (preliminary plat application) - \$200.00 plus \$5.00 per lot

Subdivision (final plat application) - \$200.00 (includes filing fees at county auditor)

Short-plat application - \$200.00 (includes filing fees at county auditor)

Boundary line adjustment application - \$250.00 (includes filing fees at county auditor) Planned Unit Development application (PUD) - \$200.00

State Environmental Policy Act checklist - \$200.00

Environmental Impact Statement - \$200.00 (review only - EIS by applicant)

Preliminary site plan review (Development Review Committee) - \$150.00

Pre-submission conference (Development Review Committee) - no fee

Preconstruction conference (Development Review Committee) - no fee

### **Other (Miscellaneous) License Fees**

Amusement devices/Games of skill - general business license

General business license (conduct of business within the city)

Initial application fee - \$50.00

Annual renewal fee - \$20.00

Change of name or location - \$35.00

Additional locations - \$35.00

Carnival - (general business license)

Entertainment on Premises - (general business license)

Closing out of business sale - 2 month (general business license)

Flea market/Swap meet - (general business license)

Temporary mall sales (outside vendors) – (general business license)  
Music machine - (general business license)  
Music machine vendor – (general business license)

Pawnbroker license – (general business license)  
Secondhand dealer license – (general business license)  
Solicitor (any type) – (general business license)  
Taxi/For-hire vehicle – (general business license)  
Wrecker license (base operation) – (general business license)  
Wrecker license (independent yard) - included in base operation  
Private security patrol – (general business license)  
Bicycle license - no fee  
Violation of bicycles, skateboards, skates, etc chapter - \$250.00  
Concealed weapons permit - \$55.25

### **Other (Miscellaneous) Fees**

NSF or returned (for any reason) check or ACH fee -\$30.00  
Parking permits: residential \$7.50 per month, business \$15 per month  
Parking fines - \$15  
Sale of class A biosolids (loaded at CRWRF by city on buyer's vehicle) - \$1.00 per cubic yard;  
False alarm - 1<sup>st</sup> or 2<sup>nd</sup> within 180 days – no fee;  
False alarm - 3<sup>rd</sup> within 180 days - \$75.00;  
False alarm - 4<sup>th</sup> within 180 days - \$150.00;  
False alarm - 5<sup>th</sup> within 180 days – \$250.00;  
False alarm - each after 5<sup>th</sup> within 180 days - \$250.00;  
False alarm – late fee - \$1% per month  
Infraction under alarm system ordinance - \$500.00  
Fingerprinting - \$10.00 for two cards; additional \$5.00 each;  
Photocopies - \$0.15 (may be waived if associated with city business and less than 50 copies);  
Certified copies - \$5.00 first page, \$1.00/page thereafter for same document (may be waived if associated with city business);  
Copy of audio Compact Disk (CD) or audio tape - \$15.00 (may be waived if associated with city business);  
Scanned copy \$.10 (may be waived if associated with city business and less than 50 copies);  
Copy of digital photos on CD - \$10.00;  
Copy of DVD on video disc - \$15.00;  
Copy of non-digital photo - \$1.00;  
Copy of map or public data file on Compact Disk (CD) - \$6.00;  
Copy of ordinance - \$3.00;  
City map, small - \$2.00  
Blueprint/Map copies (black/white):

- up to 24x36 -\$4.00/sheet;
- 24x36 -\$11.00/sheet;
- over 36 x 42 \$11.00/sheet;

Blueprint/Map copies (color):

- up to 24x36 \$11.00/sheet;
- 24x36 -\$17.00/sheet; over 36 x 42 - \$22.00/sheet;

Substance abuse fee - \$100.00

Installation of Hydrant Meter - \$100.00 plus \$100.00 deposit  
 Organic Dump Pass - \$40.00  
 RV Dump Fee - \$2.00  
 RV Nightly Camping Fee (Including Dump Fee - \$20.00  
 RV Showers - \$.25  
 Sidewalk cleaning violation - \$100  
 Misdemeanor to neglect to clear snow or ice from sidewalk - \$100  
 Notary - no fee if city business; \$6.00 otherwise;  
 Police department clearance letter – \$15.00

**Swimming Pool Fees**

Weekend admit for 4 hours - \$5.00  
 Admit Youth - \$3.00  
 Admit Adult - \$4.00  
 Swimming Pool Private Rental for 1 hour – includes 8 staff & use of common room - \$200.00  
 Swimming Pool Private Rental for 1 hour - \$3.00 per participant up to 201  
 Swimming Pool Rental – Room plus 25 admit during open swim - \$125.00  
 Swimming Lessons - \$40.00  
 Swimming Lessons, Extra, after 2 - \$35.00  
 Senior Citizen Discount - \$-1.00

**Building Rental Fees**

**VR Lee Community Building**

Time of Day	Monday-Thursday	Friday	Saturday/holiday	Sunday
Daytime	\$65	\$60	N/A	N/A
Evening	\$65	\$90	N/A	N/A
All Day	\$130	\$150	\$150	\$130

**Fred Hess Kitchen**

Time of Day	Monday-Thursday	Friday	Saturday/holiday	Sunday
Daytime	\$35.00	\$35.00	N/A	N/A
Evening	\$45.00	\$50.00	N/A	N/A
All Day	\$80.00	\$85.00	\$85.00	\$80.00

Stan Hedwall Park Covered Shelter (all day) \$100  
 Stan Hedwall Park Covered Shelter (all day) including grass area \$200

Robert E. Lintott / Alexander Park Covered Shelters (all day) \$100  
 Robert E. Lintott / Alexander Park Covered Shelters (all day) including grass area \$200

**Airport Fees**

- Fuel Overhead & Profit (Per Gallon) Profit (100LL Self-Service - \$.10
- Profit (Jet A) – Market Rate
- Overhead (Full Service Fuels, includes \$.10 per gallon for labor - \$.28
- Overhead (Self=Service Fuels) - \$.14
- Call out fees - \$75.00
- Catering – (base fee x actual costs + 10% for additional services) - \$25.00

**Hangar Rents**

- Hangar B, C, D Units – \$102.25
- Hangar E Units - \$56.63
- Hangar F Units - \$ 70.79
- Hangar G Units - \$295.24
- Hangar J Units 1, 2 - \$102.25
- Hangar S Units 12 - \$220.00
- Hangar N (has not been rented) - \$2,400.00
- Hangar Waiting List deposit - \$25.00
- Replacement hangar lock - \$ 25.00
- Extra hangar key - \$5.00

**Ramp Tie Down Fees**

- Daily - \$5.00
- Monthly - \$35.00

**Property Fees**

- Aeronautical ground lease rates per sq ft. (fair market value 1/10% cap rate - \$.31
- Non-aeronautical ground lease rates - \$200.00
- Right of Entry Agreement – Market Rate

**Rental Vehicles**

- Sienna per day - \$103.30
- Sienna weekly rate - \$464.85
- Camry per day - \$72.31
- Camry weekly rate - \$363.39
- Fuel - \$9.29 per gallon or \$.4222 per mile driven
- Cleaning fee (based on condition of vehicle when returned plus actual damage fees - \$50.00

**Animal Control Fees**

Initial license, unsterilized dog	\$30.00
Renewal license, unsterilized dog	\$15.00
Late license, add	\$10.00 to any required license fee
Initial license, sterilized dog	\$10.00
Renewal license, sterilized dog	\$5.00
Late license, add	\$10.00 to any required license fee
Other animal, initial license	\$5.00
Replacement licenses	\$5.00
Registration, potentially dangerous dog	\$150.00
Registration, dangerous dog	\$250.00

Registration, other animal:	
Dangerous/potentially dangerous	\$250.00
Registration for micro-chipped animal	
Not otherwise categorized	no fee
Registration, other animal	\$5.00
Late Registration, add	\$25.00 to any required registration fee
Detainment (impound) per day or	
Part of day	\$50.00
Quarantine, per day or part of day	\$20.00
Disposal fee (relinquished animal)	\$50.00
Rabies testing	actual cost

Uniform Development Regulations  
Appendix Chapter "A"  
Schedule of Fees and Charges

Plan Review/Application Fees-Community Development Fees

Most plans for which a development permit is required will be assessed a plan review fee in addition to any permit fees. The plan review fee is based on the construction cost or value of the development project, or projected staff review time; and may be a percentage of the development permit fee from the applicable code. Generally, the following formulas are used for the identified type of plan review.

• **Building Permit Plan Review**

**Residential – one and two family dwellings**

— New; addition; alteration – 25% of the calculated permit fee

— Repair; accessory buildings less than 200 square feet; driveways; fences; swimming pools; spas/hot tubs – no plan review fee

**Residential – multifamily, condominium**

— New; addition; alteration; substantial repair – 65% of the calculated permit fee

— Minor repair (including roof, foundation), site work, signs – no plan review fee

**Non-Residential – institutions, commercial, industrial**

— New; addition; alteration; substantial repair – 65% of the calculated permit fee

— Minor repair (including roof, foundation), site work, signs – no plan review fee

- **Manufactured structure – no plan review fee \$200 (per assembled structure)**

• **Fire Permit Plan Review**

Development permit – no additional plan review fee

Occupancy permit (initial development) – no plan review fee

Occupancy permit (annual renewal) – no plan review fee

Underground storage tanks – no plan review fee

- **State Environmental Policy Act (SEPA) – Plan/Checklist Review - \$100.00/200.00**

• **Land Use/Zoning Plan Review**

No plan review fee, unless variance or conditional use permit is required

Variance permit fee \$200.00 plus up to \$500 in pass-through costs

Conditional Use permit fee \$200.00 plus up to \$500 in pass-through costs

- **Public Works Variance – no additional plan review fee \$50.00**

- Water System Cross-Connection Violation – 1<sup>st</sup> - \$200.00

- Water System Cross-Connection Violation – 2<sup>nd</sup> - \$500.00

- Water System Cross-Connection Violation – 3<sup>rd</sup> - \$1,000.00

- Fee to restore water service - \$50.00

- Violation – Backflow assembly tester – 1<sup>st</sup> - \$1,000.00

- Violation – Backflow assembly tester – 2<sup>nd</sup> - \$2,000.00

- Violation – Backflow assembly tester – 3<sup>rd</sup> - \$5,000.00

- Violation of Municipal Code Chapter 13 – Sewer System - \$10,000.00

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- **Fill/Grade/Clear Plan Review**

Any project associated with a Development (Building) Permit – no additional plan review fee  
Other construction project on R/W (or utility easement) – calculated the same as a building permit  
plan review fee

Occupancy (no construction) of R/W – ~~no plan review fee~~ \$50.00

- **House-moving Permit Application** – no plan review fee (a development permit may be required at the placement location of moved structures)

- **Joint Aquatic Resource Permit Application (JARPA)**

If Shorelines Management Act permit \$200.00 plus up to \$500 in pass-through costs

Otherwise ~~no fee~~ \$200

***Plan review fees must be submitted with the application before any city plan review or approval process will be initiated. Other county, state, and federal agencies with jurisdiction may charge additional review or permitting fees.***

**Development Permit Fees**

Permit fees are collected after the plan review, if any, is completed and before the permit is issued or any required public hearings are scheduled. Generally, the permit approvals, and conditions, if any, will be forwarded to the applicant with instructions that the permit would be issued when the applicable fees are paid.

**• Building Permit (UBC Table 1-A 1997 Edition)**

Building permit fees are based on the type of construction, the value or cost of the construction, and the use of the building. Generally, Table 1-A of the 1997 UBC is applicable. The Community Development Manager or the building inspector will calculate fees on the computer on request if the following information is provided:

- 1 what kind of work is being done to the building;
- 2 the proposed or current use of the building.
- 3 the approximate square footage of the area involved in the project;
- 4 the estimated construction cost or contract price.

**• Building Permit & Plan Review Fee**

Value	'97 UBC Table 1-A	New Fee
1 million1 +	\$5,608.75/1st million	\$4.22 per thousand
500k+1-1 mill	\$3,233.75//1st 500k	\$5.50 per thousand
100k+1-500k	\$993.75/1st 100k	\$6.48 per thousand
50k+1-100k	\$643.75/1st 50k	\$7.00 /1000 plus \$215.00
25k+1-50k	\$391.25/1st 25k	\$10.10/1000 plus \$197.00
2k+1-25k	\$69.25/1st 2k	\$14.00/1000 plus \$33.00
500+1-2k	\$23.50/1st\$500	same
1-500	\$23.50	same

◀ **Manufactured Structure** — \$100.00 (per assembled structure) ~~\$200.00~~

• **Demolition Permit** - \$28.00

• **Fire Permit**

Occupancy - \$15.00 initial application

Annual Inspection - \$25.00

Fireworks stand (annual renewal) - ~~\$15.00~~ 100.00

Fireworks stand - Annual Deposit - \$100.00

Fire Department Investigation Report - \$5.00

• **Underground Storage Tank** - \$25.00 per tank installed or removed

• **Sign Permit - For Project Cost**

\$1 through ~~\$2,000~~ 150 ~~\$2,000~~ \$20.00 ~~no fee~~ - \$20.00

\$2,001 ~~151~~ 2001 or more: ~~\$75.00~~ 50.00

• **Variance (Zoning)** — no permit fee

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- Variance (Public Works) - no permit fee
- Conditional Use (Zoning) - no permit fee
- Earth Disturbing Permit (Stormwater) -1997 UBC Table A-33-B 'Grading Permit Fees'
- Right-of-Way Permit
  - For construction activity - ~~No permit fee~~ \$50.00
  - For temporary (less than 30 days) occupancy - ~~No permit fee~~ \$50.00
  - For permanent occupancy associated w/adjacent business - [~~general business license~~]
  - \$100.00 annual fee
  - For permanent occupancy otherwise - \$200.00
- Housemoving Permit - ~~\$200.00~~ 250.00 plus damage deposit of \$5,000.00 or performance bond:
  - Mechanical Permit \$35.00
  - Plumbing Permit \$26.00
  - Occupancy Permit \$20.00
  - Occupancy Permit (No construction or R/W) \$50.00

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Development Permit Fees (continued)

• **Joint Aquatic Resources Permit**

If Shoreline Management Act permit, flood hazard zone-permit, local wetland development permit; or slope/slide/unstable soil permit - no permit fee  
If other agency involved - Other agency requirements

State of Washington surcharge - \$4.50 + \$2.00 per residential unit over one. (attached to any building permit issued)

**Appeal Fees**

Appeal from decision of Responsible Official (SEPA) to Hearing Examiner - ~~\$250.00~~ \*200.00 plus pass-through fees up to \$500\*

Appeal from decision of Development Review Committee member to Hearing Examiner - ~~\$100.00~~ \*\*200.00 plus pass-through costs up to \$500\*\*

Appeal from decision of Shorelines Administrator to Hearing Examiner - ~~\$250.00~~ \*200.00 plus pass-through costs up to \$500\*

\* 80% of the appeal fee may be refunded to a prevailing party (appellant) upon written request, at the discretion of the Hearing Examiner.

\*\* 100% of the appeal fee shall be refunded to a prevailing party (appellant).

**Planning/Zoning Fees**

Comprehensive Plan amendment (annual review) - no fee for first form submitted, \$20.00 per form thereafter Comprehensive Plan amendment with rezone application - \$300.00 Rezone Application - \$200.00

Development Regulation Text Amendment (Title 17) - ~~\$400.00~~ 125.00

Subdivision (preliminary plat application) - \$200.00 plus \$5.00 per lot

Subdivision (final plat application) - \$200.00 (includes filing fees at county auditor)

Short-plat application - \$200.00 (includes filing fees at county auditor)

Boundary line adjustment application - ~~\$400.00~~ 250.00 (includes filing fees at county auditor)

Planned Unit Development application (PUD) - \$200.00

State Environmental Policy Act checklist - \$200.00

Environmental Impact Statement - \$200.00 (review only - EIS by applicant)

Preliminary site plan review (Development Review Committee) - ~~no fee~~ \$150.00

Pre-submission conference (Development Review Committee) - no fee

Preconstruction conference (Development Review Committee) - no fee

**Other (Miscellaneous) License Fees**

Amusement devices/Games of skill - ~~no fee~~ general business license

General business license (conduct of business within the city)

Initial application fee - ~~\$35.00~~ 50.00

Annual renewal fee - ~~\$45.00~~ 20.00

Change of name or location - ~~no fee~~ \$35.00

Additional locations - \$35.00

Carnival - (general business license)

Entertainment on Premises -- (general business license)  
 Closing out of business sale -- 2 month (general business license),  
 Flea market/Swap meet -- (general business license)  
 Temporary mall sales (outside vendors) -- (general business license)  
 Music machine - no fee (general business license)  
 Music machine vendor -- (general business license)  
 Notary -- no fee if city business; \$5.00 otherwise

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Other (Miscellaneous) License Fees (continued)

Pawnbroker license -- (general business license)  
 Secondhand dealer license -- (general business license)  
 Solicitor (any type) -- (general business license)  
 Taxi/For-hire vehicle -- (general business license)  
 Wrecker license (base operation) -- (general business license)  
 Wrecker license (independent yard) - included in base operation  
 Private security patrol -- (general business license)  
 Bicycle license - no fee  
 Violation of bicycles, skateboards, skates, etc chapter - \$250.00  
 Concealed weapons permit - \$55.25

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**Other (Miscellaneous) Fees**

NSF or returned (for any reason) check or ACH fee - \$25.00;  
 Parking permits: residential \$7.50 per month, business \$15 per month;  
 Parking fines - \$15  
 Sale of class A biosolids (loaded at CRWRF by city on buyer's vehicle) - \$1.00 per cubic yard;  
 False alarm - 1<sup>st</sup> or 2<sup>nd</sup> within 180 days -- no fee;  
 False alarm - 3<sup>rd</sup> within 180 days - \$75.00;  
 False alarm - 4<sup>th</sup> within 180 days - \$150.00;  
 False alarm - 5<sup>th</sup> within 180 days -- \$250.00;  
 False alarm - each after 5<sup>th</sup> within 180 days - \$250.00;  
 False alarm -- late fee - \$1% per month  
 Infraction under alarm system ordinance - \$500.00  
 Fingerprinting - \$10.00 for two cards; additional \$5.00 each;  
 Photocopies - \$0.15 (may be waived if associated with city business and less than 50 copies);  
 Certified copies - \$5.00 first page, \$1.00/page thereafter for same document (may be waived if associated with city business);  
 Copy of audio Compact Disk (CD) or audio tape - \$15.00 (may be waived if associated with city business);  
 Scanned copy \$ .10 (may be waived if associated with city business and less than 50 copies);  
 Copy of digital photos on CD - \$10.00;  
 Copy of DVD on video disc - \$15.00;  
 Copy of non-digital photo - \$1.00;  
 Copy of map or public data file on Compact Disk (CD) - \$6.00;  
 Copy of ordinance - \$3.00;  
 City map, small - \$2.00  
 Blueprint/Map copies (black/white):  
 • up to 24x36 - \$4.00/sheet;

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- 24x36 - \$411.00/sheet;
  - over 36 x 42 \$411.00/sheet;
- Blueprint/Map copies (color):
- up to 24x36 \$411.00/sheet;
  - 24x36 - \$4517.00/sheet; over 36 x 42 - \$2022.00/sheet;
- Substance abuse fee - \$100.00

Installation of Hydrant Meter - ~~\$460.00~~ \$100.00 plus \$100.00 deposit

Organic Dump Pass - \$40.00

RV Dump Fee - \$2.00

RV Nightly Camping Fee (Including Dump Fee - \$20.00

RV Showers - \$.25

Sidewalk cleaning violation - \$100

Misdemeanor to neglect to clear snow or ice from sidewalk - \$100

Notary - no fee if city business; \$6.00 otherwise;

Police department clearance letter - \$15.00

Swimming Pool Fees

Weekend admit for 4 hours - \$5.00

Admit Youth - \$3.00

Admit Adult - \$64.00

Swimming Pool Private Rental for 1 hour - includes 8 staff & use of common room - \$200.00

Swimming Pool Private Rental for Rental for 1 hour - \$3.00 per participant up to 201

Swimming Pool Rental - Room plus 25 admit admit during open swim - \$125.00

Swimming Lessons - \$40.00

Swimming Lessons, Extra, after 2 - \$35.00

Senior Citizen Discount - \$-1.00

Building Rental Fees

VR Lee Community Building

Time of Day	Monday-Thursday	Friday	Saturday/holiday	Sunday
Daytime	<del>\$65</del> \$60	<del>\$60</del> \$60	N/A	N/A
Evening	<del>\$65</del> \$60	<del>\$90</del> \$70	N/A	N/A
All Day	<del>\$130</del> \$120	<del>\$150</del> \$130	\$150	\$130

Fred Hess Kitchen

Time of Day	Monday-Thursday	Friday	Saturday/holiday	Sunday
Daytime	\$35.00	\$35.00	N/A	N/A
Evening	\$45.00	\$50.00	N/A	N/A
All Day	\$80.00	\$85.00	\$85.00	\$80.00

Stan Hedwall Park Covered Shelter (all day) \$100

Stan Hedwall Park Covered Shelter (all day) including grass area \$200

Robert E. Lintott / Alexander Park Covered Shelters (all day) \$100

Robert E. Lintott / Alexander Park Covered Shelters (all day) including grass area \$200

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Airport Fees

Fuel Overhead & Profit (Per Gallon)

Profit (100LL Self-Service - \$.10)

Profit (Jet A) - Market Rate

Overhead (Full Service Fuels, includes \$.10 per gallon for labor - \$.28)

Overhead (Self-Service Fuels) - \$.14

Call out fees - \$75.00

Catering - (base fee x actual costs + 10% for additional services) - \$25.00

Hangar Rents

Hangar B, C, D Units - \$102.25

Hangar E Units - \$56.63

Hangar F Units - \$ 70.79

Hangar G Units - \$295.24

Hangar J Units 1, 2 - \$102.25

Hangar S Units 12 - \$220.00

Hangar N (has not been rented) - \$2,400.00

Hangar Waiting List deposit - \$25.00

Replacement hangar lock - \$ 25.00

Extra hangar key - \$5.00

Ramp Tie Down Fees

Daily - \$5.00

Monthly - \$35.00

Property Fees

Aeronautical ground lease rates per sq ft. (fair market value 1/10% cap rate - \$.31)

Non-aeronautical ground lease rates - \$200.00

Right of Entry Agreement - Market Rate

Rental Vehicles

Sienna per day - \$103.30

Sienna weekly rate - \$464.85

Camry per day - \$72.31

Camry weekly rate - \$363.39

Fuel - \$9.29 per gallon or \$.4222 per mile driven

Cleaning fee (based on condition of vehicle when returned plus actual damage fees - \$50.00)

Animal Control Fees

Initial license, unsterilized dog \$25.00 30.00

Renewal license, unsterilized dog \$40.00 15.00

Late license, add \$10.00 to any required license fee

Initial license, sterilized dog \$5.00 10.00

Renewal license, sterilized dog \$3.00 5.00

Late license, add \$10.00 to any required license fee

Cat license \$5.00

Other animal, initial license \$5.00

Replacement licenses \$3.00 5.00

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Registration, potentially dangerous dog	\$150.00
Registration, dangerous dog	\$250.00
Registration, other animal:	
Dangerous/potentially dangerous	\$250.00
Registration for micro-chipped animal	
Not otherwise categorized	no fee
Registration, other animal	\$5.00
Late Registration, add	\$25.00 to any required registration fee
Detainment (impound) per day or	
Part of day	<del>\$35.00</del> <u>50.00</u>
Quarantine, per day or part of day	<del>\$40.00</del> <u>20.00</u>
Disposal fee (relinquished animal)	<del>\$20.00</del> <u>50.00</u>
Rabies testing	actual cost

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