

# CHEHALIS CITY COUNCIL AGENDA

CITY HALL  
350 N MARKET BLVD | CHEHALIS, WA 98532

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

## Regular Meeting of Monday, December 9, 2019 5:00 p.m.

- |   |
|---|
| 1. <u>Call to Order.</u> (Mayor)<br><br>2. <u>Pledge of Allegiance.</u> (Mayor) |
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- | PROCLAMATIONS / PRESENTATIONS   |
|---|
| 3. <u>Proclamation – Support of Refugees.</u> (Mayor)<br><br>4. <u>Recognition of Mayor Pro Tem Terry Harris.</u> (Mayor) |

- | SPECIAL BUSINESS  |
|---|
| 5. <u>Chehalis Community Renaissance Team Update.</u> (Annalee Tobey, Executive Director) |

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

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
CONSENT CALENDAR		
6. <u>Minutes of the Regular City Council Meeting of November 25, 2019.</u> (City Clerk)	APPROVE	1
7. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$2,073,287.21.</u> (City Manager, Finance Director)	APPROVE	4
8. <u>Vouchers and Transfers – Payroll in the Amount of \$792,986.81.</u> (City Manager, Finance Director)	APPROVE	6

**CONSENT CALENDAR CONTINUED ON NEXT PAGE**

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>CONSENT CALENDAR - CONTINUED</b>		
9. <u>Master Interlocal Agreement for Reimbursable Work with Lewis County.</u> (City Manager, Public Works Director, Street/Storm Superintendent)	APPROVE	8
10. <u>Change Order No. 1 in the Amount of \$270,871.70 for the Taxiway Realignment Project.</u> (City Manager, Public Works Director, Airport Operations Coordinator)	APPROVE	13
11. <u>Resolution No. 19-2019, First and Final Reading – Declaring City Property to be Surplus.</u> (City Manager, City Clerk)	ADOPT	21
12. <u>Consider Cancellation of the December 23 City Council Meeting.</u> (City Manager)	APPROVE	31

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>UNFINISHED BUSINESS</b>		
13. <u>Ordinance No. 1004-B, Second and Final Reading – Amending the 2019 Annual Budget.</u> (City Manager, Finance Director)	PASS	32

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>NEW BUSINESS</b>		
14. <u>Ordinance No. 1005-B, First Reading – Vacating Alleyway at the Corner of SW Chehalis Avenue and W Main Street.</u> (City Manager, Public Works Director, Planning & Building Manager)	PASS	44
15. <u>Contract for Indigent Defense Services and Grant Agreement for Improvement of Public Defense Services.</u> (City Manager, Court Administrator)	APPROVE	48

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>ADMINISTRATION AND CITY COUNCIL REPORTS</b>		
16. <u>Administration Reports.</u>	INFORMATION ONLY	---
a. City Manager Update – Strategic Plan Update. (City Manager)		80
17. <u>Councilor Reports/Committee Updates.</u> (City Council)	INFORMATION ONLY	---

<b>EXECUTIVE SESSION</b>		
18. Pursuant to RCW:		
a. 42.30.140(4)(b) – Collective Bargaining		
b. 42.30.110(1)(b) – Selection of Site or Acquisition of Real Estate		

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.  
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, JANUARY 13, 2020.**

November 25, 2019

The Chehalis city council met in regular session on Monday, November 25, 2019, in the Chehalis city hall. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following council members present: Terry Harris, Daryl Lund, Dr. Isaac Pope, Bob Spahr, and Chad Taylor. Councilor Tony Ketchum was absent (excused). Staff present included: Jill Anderson, City Manager; Tammy Baraoni, Planning & Building Manager; Ken Cardinale, Fire Chief; Caryn Foley, City Clerk; Melody Guenther, Court Administrator; Andrew Hunziker, Parks & Facilities Manager; Brian Kelly, City Attorney; Trent Lougheed, Public Works Director; Dale McBeth, Municipal Court Judge; Devlan Pool, Wastewater Superintendent; Brandon Rakes, Airport Operations Coordinator; Chun Saul, Finance Director; Glenn Schaffer, Police Chief; Judy Schave, HR/Risk Manager; Don Schmitt, Street/Storm Superintendent; Dave Vasilauskas, Water Superintendent; and Lilly Wall, Recreation Manager. Members of the news media included Celine Fitzgerald of *The Chronicle*.

**1. Public Hearing – VAC 19-200 – Petition to Vacate Alleyway at the Corner of SW Chehalis Avenue and W Main Street.** Mayor Dawes closed the regular meeting at 5:01 pm and opened the public hearing.

Trent Lougheed stated Darigold submitted an application to vacate the portion of alleyway adjacent to their property at 423 W Main Street and 1 SW Chehalis Avenue. The city's Development Review Committee reviewed the proposal and recommended approval. The council adopted Resolution No. 15-2019 to set tonight's public hearing. The only utilities in the alleyway are a stormwater line that is part of Darigold's onsite stormwater management system. Darigold owns all surrounding parcels. Mr. Lougheed noted the other portion of the alleyway was vacated in 1983. If approved, the applicant will compensate the City based on the appraised value of \$8,200, which will be deposited into the General Fund.

Mayor Dawes asked if any members of the public wished to comment on the proposed vacation.

It was the consensus of the council to have staff prepare an ordinance for council's consideration to vacate the alley.

There being no public comment, Mayor Dawes closed the public hearing and reopened the regular meeting at 5:05 pm.

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

- a. Minutes of the regular City Council meeting of November 12, 2019; and
- b. October 31, 2019 Claim Vouchers No. 127380-127523 and Electronic Funds Transfer Nos. 1020191 and 112019 in the amount of \$1,374,119.06.

The motion was seconded by Councilor Taylor and carried unanimously.

**3. Public Hearing – Proposed 2020 Budget, Revenue Sources, Taxes, and Levies.** Mayor Dawes closed the regular meeting and opened the public hearing at 5:07 pm.

City Manager Anderson stated no changes were made to the 2020 proposed budget since the last meeting when staff provided a thorough presentation.

Mayor Dawes asked if any members of the public wished to comment on the 2020 proposed budget. No public comment was received.

Mayor Dawes noted that following the November 12 meeting an article was in the paper. While it was technically correct that the city would be expending a little more in 2020 than what it would be taking in, he thought it was important to point out that in some funds (i.e., the Water Fund), there were some large projects that were going to occur, which would take \$1.4 million out of the reserve for that fund. He stated funds are set aside to save up for these types of large projects.

Mayor Dawes closed the public hearing and reopened the regular meeting at 5:11 pm.

**4. Ordinance No. 1001-B, Second and Final Reading – Determining and Fixing the Amounts of Revenue to be Raised by Ad Valorem Taxes During 2020; Ordinance No. 1002-B, Second and Final Reading – Stating the Dollar Amounts and Percentages of Change in Property Tax Levies for 2020; and Ordinance No. 1003-B, Second and Final Reading – Adopting the Proposed 2020 Budget.** Councilor Spahr moved to pass Ordinance Nos. 1001-B, 1002-B, and 1003-B on second and final readings. The motion was seconded by Councilor Lund and carried unanimously.

November 25, 2019

5. **Ordinance No. 1004-B, First Reading – Amending the 2019 Annual Budget.** Chun Saul provided an overview of the proposed amendments to the 2019 Budget. The net city-wide increase in fund balance was \$519,857 with an estimated ending fund balance of \$17,991,770. Other than the General Fund, all other funds were legally restricted or committed to very specific activities. The General Fund would decrease by \$16,715 with an estimated ending fund balance of \$773,716, which was 7.7% of the General Fund's operating revenues. She noted council policy was to maintain 10% operating reserves in the General Fund. Ms. Saul summarized General Fund expenditures, stating the total net increase in appropriations was \$31,715. Ms. Saul summarized amendments to each of the Enterprise Funds.

Councilor Spahr moved to pass Ordinance No. 1004-B on first reading. The motion was seconded by Councilor Taylor and carried unanimously.

6. **Resolution No. 17-2019, First and Final Reading – Contracting with Municipal Research and Services Center to Participate in MRSC Rosters Program.** Trent Lougheed stated the city currently publishes and maintains its engineering, small works, and vendors rosters in-house. The total annual cost of advertising is about \$330; however, it takes a lot of staff time to prepare the advertisements and keep track of all the records. MRSC Rosters allows local jurisdictions to utilize one set of rosters, which will provide a much larger pool of registered roster participants to choose from. The service fee will be \$135 per year, which is based on the city's total capital expenditures averaged over five years. The fee will remain the same until the City reaches an average of \$5 million in total capital expenditures. It will save approximately \$200 per year in advertising costs, but the main savings would be in staff time. He explained that council policy states that resolutions having a financial impact have two readings, but in order to meet the December 1 deadline for entering into a contract with MRSC, staff was asking that the council suspend the rule requiring two readings of the resolution.

Councilor Harris moved to suspend the rules requiring two readings of a resolution. The motion was seconded by Councilor Taylor and carried unanimously. Councilor Harris moved to adopt Resolution No. 17-2019 on first and final reading. The motion was seconded by Councilor Pope and carried unanimously.

6. **Resolution No. 18-2019, First and Final Reading – Adjusting Fire Safety Permit Fees.** Tammy Baraconi stated the city does not have its own fire marshal and currently contracts with the Riverside Fire Authority (RFA) for plan reviews and inspections for fire permits. The city currently charges a flat fee of \$35 for all fire related permits, but pays RFA \$27,500 per year. This year alone, the city received less than \$1,000 in permit fees. RFA currently charges 1.8% of the valuation of the fire system plus a \$50 administration fee for permits issued on behalf of Centralia. She stated staff was recommending a fee of 1.9% that would cover plan review, inspections, and administration costs. Ms. Baraconi stated other jurisdictions typically calculate plan review and inspection fees based upon valuation in the same way that building permit fees are calculated. She provided several examples of how local jurisdictions charge for fire safety permit fees based on a cost analysis at \$1,000, \$25,000, \$50,000, and \$100,000. She stated the \$1,000 cost analysis would apply to a new single-family home. About \$1,000 of the building costs would be for a fire suppression system, which was required for a 2,000 sq. ft. home if there was not a fire hydrant within 600 feet that meets fire flow requirements. The other cost analysis figures applied to larger commercial projects. She stated the fire suppression systems for the new schools had about a \$500,000 value, but they only paid \$35 for their permit. Multiple hours were spent reviewing the plans, inspecting the work, and making sure an occupancy permit could be issued.

Councilor Spahr asked how much RFA was paid for their work on the school's fire permit. Ms. Baraconi stated it was done under the \$27,500 annual contract. Since the city pays a flat annual fee to RFA, hours are not tracked for individual projects.

Ms. Baraconi stated staff was proposing a 1.9% flat rate fee with no administrative fee. It was also recommended that a \$200 fee be created for work that involves less than ten sprinkler heads or modifications to existing fire panels.

City Manager Anderson clarified that the 1.9% fee was just for a project's fire suppression costs, not the entire cost of the project.

Councilor Taylor asked if remodeling a 2,000 sq. ft. home would trigger a fire suppression system? Ms. Baraconi stated that increasing the square footage would allow the city to review and make sure the project met today's codes. She noted that was a state code.

Councilor Taylor thought it would be appropriate to charge for actual costs. Ms. Baraconi stated that provision was in the city's current code and was set at a minimum of \$100 per hour.

November 25, 2019

Mayor Dawes stated a number of fees came up during budget committee meetings, and thought it was something that needed to be looked at. He noted the city's building fees were also low.

Councilor Spahr moved to adopt Resolution No. 18-2019 on first and final reading. The motion was seconded by Councilor Harris and carried unanimously.

**7. Administration Reports.**

a. **City Manager Update.** City Manager Anderson stated that staff plans to begin reviewing the fee schedule after the first of the year. She stated a workshop will be held the first part of the year to identify where we go from here. She thanked the council and staff in preparing the budget, particularly Chun Saul. She wished everyone a Happy Thanksgiving and noted the Santa Parade was Saturday, December 7.

**8. Councilor Reports/Committee Updates.**

a. Councilor Taylor thanked Terry Harris for his work on the gingerbread house at the corner of 13<sup>th</sup> and Market and the train display near the swimming pool.

b. Councilor Lund echoed Councilor Taylor's thanks to Councilor Harris. He stated he attended a meeting with Fire District 6 last week.

c. Councilor Pope stated the Chehalis Foundation gala was very successful and well attended.

d. Councilor Harris thanked the Christmas committee and his family and friends for helping with the gingerbread house.

e. Mayor Dawes added his thanks to Councilor Harris for all the Christmas decorations he puts up throughout the town. He stated it looks better with each year. He attended the following meetings/events: fire consolidation and Chehalis Foundation gala. He thanked staff for the traffic revision at State and Main Streets and for installing a crosswalk light at 16<sup>th</sup> and Market.

9. **Executive Session.** Mayor Dawes announced the council would take a short recess and then be in executive session pursuant to RCW 42.30.110(1)(b) – Selection of Site or Acquisition of Real Estate, not to exceed 6:45 pm and there would be no decision following conclusion of the executive session. Mayor Dawes closed the regular meeting at 6:04 pm. The executive session began at 6:09 pm. Following conclusion of the executive session, the regular meeting was reopened and immediately adjourned at 6:44 pm.

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Dennis L. Dawes, Mayor

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Caryn Foley, City Clerk

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

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

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

**MEETING OF:** December 9, 2019

**SUBJECT:** Vouchers and Transfers – Accounts Payable in the Amount of \$2,073,287.21

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**ISSUE**

City Council approval is requested for Vouchers and Transfers dated November 27, 2019.

**DISCUSSION**

The November 27, 2019 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers No. 127524-127631 in the amount of \$2,073,287.21 dated November 27, 2019 which includes the transfer of:

- \$ 62,949.36 from the General Fund
- \$ 16,102.59 from the Dedicated Street Fund – 4% Sales Tax Fund
- \$ 762,267.45 from the Public Facilities Reserve Fund
- \$ 14,061.08 from the Wastewater Fund
- \$ 39,725.52 from the Water Fund
- \$ 2,771.67 from the Storm & Surface Water Utility Fund
- \$ 1,174,264.26 from the Airport Fund
- \$ 1,145.28 from the Firemen’s Pension Fund

**RECOMMENDATION**

It is recommended that the City Council approve the November 27, 2019 Claim Vouchers No. 127524-127631 in the amount of \$2,073,287.21

**SUGGESTED MOTION**

I move that the City Council approve the November 27, 2019 Claim Vouchers No. 127524-127631 in the amount of \$2,073,287.21.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director  
Betty Brooks, Payroll Accountant

**MEETING OF:** December 9, 2019

**SUBJECT:** Vouchers and Transfers – Payroll in the Amount of \$792,986.81

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**ISSUE**

City Council approval is requested for Payroll Vouchers and Transfers dated November 27, 2019.

**DISCUSSION**

The administration requests City Council approval for Payroll Vouchers No. 41112-41143, Direct Deposit Payroll Vouchers No. 11493-11599, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 270-273 dated November 27, 2019 in the amount of \$792,986.81, which include the transfer of:

- \$531,731.63 from the General Fund
- \$2,214.32 from the Arterial Street Fund
- \$2,978.87 from the Public Facilities Reserve Fund
- \$98,622.89 from the Wastewater Fund
- \$96,216.54 from the Water Fund
- \$26,478.27 from the Storm & Surface Water Utility Fund
- \$32,662.29 from the Airport Fund
- \$2,082.00 from the Firemen’s Pension Fund

**RECOMMENDATION**

It is recommended that the City Council approve the November 27, 2019 Payroll Vouchers No. 41112-41143, Direct Deposit Payroll Vouchers No. 11493-11599, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 270-273 in the amount of \$792,986.81.



**SUGGESTED MOTION**

I move that the City Council approve the November 27, 2019, Payroll Vouchers No. 41112-41143, Direct Deposit Payroll Vouchers No. 11493-11599, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 270-273 in the amount of \$792,986.81.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Trent Lougheed, Public Works Director  
Don Schmitt, Street/Storm Supt.

**MEETING OF:** December 9, 2019

**SUBJECT:** Master Interlocal Agreement for Reimbursable Work with Lewis County

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**ISSUE**

City Council review and consideration is requested for a new Master Interlocal Agreement for Reimbursable Work with Lewis County. The City's current agreement with Lewis County expires on December 31, 2019. The City received a new Master Interlocal Agreement from Lewis County Public Works that if approved will be in effect for five years until December 31, 2024. The agreement authorizes the Lewis County Public Works Department to perform reimbursable work for the City of Chehalis.

**DISCUSSION**

Attached is a copy of the Master Interlocal Agreement that Lewis County is using for work that they perform for municipalities. The type of work, as described in the agreement, includes providing surfacing material, vegetation control, street striping, engineering services, etc.

The work order request must be signed by an authorized designee of the city and the county engineer. The request cannot exceed \$20,000 with an annual aggregate limit of \$30,000. This agreement will expire on December 31, 2024. Work requests in excess of these amounts must be performed under a separate agreement approved by the Board of County Commissioners.

The Public Works Department desires to enter into this agreement. Historically, the County has provided services such as mowing city rights of way, striping city streets, and oil storage for our chip seal program. All work and services provided by the County will be reimbursable and require a signed request from the City.

**FISCAL IMPACT**

None associated with this agreement, although there are possible cost savings for the work provided by the County.

**RECOMMENDATION**

It is recommended that the City Council approve the agreement for reimbursable work with Lewis County.

**SUGGESTED MOTION**

I move that the City Council approve the agreement for reimbursable work with Lewis County and authorize the City Manager to sign the agreement.

## MASTER INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and City of Chehalis, a political subdivision of the State of Washington, hereinafter referred to as "Municipality",

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. In the event the Municipality requests that the County perform work of the manner described below and guarantees reimbursement to the County for all work done, the County will upon completion of a fully executed Reimbursable Work Order, provide all necessary labor and material and all work incidental to providing such work in the Municipality of Chehalis, Washington, or areas in which the Municipality has legal authority to perform the following work:

- |                             |                         |
|-----------------------------|-------------------------|
| A. Provide Surface Material | H. Vegetation Control   |
| B. Snow Plowing             | I. Guardrail Repair     |
| C. Chipsealing              | J. Traffic Signs        |
| D. Asphalt Overlay          | K. Surveying            |
| E. Traffic Striping         | L. Rating Roads         |
| F. Asphalt Patching         | M. Other work as needed |
| G. Grading                  |                         |

2. Each and every work request shall be made on a fully completed and signed Reimbursable Work Order (sample attached), and according to the following steps:

- a) The Public Works Director, of the Municipality requests an estimate for reimbursable work from Lewis by submitting a reimbursable work order.
- b) A County Senior Engineer, Road Maintenance Supervisor, or Traffic Operations Supervisor will provide an estimated cost of the work.
- c) The County Maintenance & Traffic Engineer or Assistant County Engineer verifies the estimate and the availability of resources to perform the work.
- d) The Public Works Director, of the Municipality approves expenditure of Municipality funds to complete the work as described, based on the detailed scope of work provided by the County.
- e) The County Engineer approves such Reimbursable Work Orders, up to \$20,000 and with an annual aggregate limit of \$30,000. Reimbursable work in excess of these amounts must be performed under a separate Interlocal Agreement, approved by the Board of County Commissioners.

f) The Public Works Director, of the Municipality will submit the Reimbursable Work Order to the Lewis County Fiscal Division for processing upon completion of all work agreed to be performed.

3. The Municipality hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, utilities, and materials used, and an administrative fee of 5% or \$100, whichever is greater. The estimated total dollar amount of all work performed by the County for the Municipality under this agreement shall not exceed \$20,000 per agreement, nor an annual aggregate amount of \$30,000.

4. The Municipality certifies and warrants that it has the legal authority to accomplish the work with its own forces at the location specified in the Reimbursable Work Order, but in fact has insufficient personnel/equipment to accomplish said work.

5. It is understood and agreed that the time for and hours of performance of reimbursable work is at the County's discretion and all reimbursable work as provided for hereto shall be accomplished only, and if, such work does not interrupt or interfere with Lewis County's regularly scheduled road maintenance activities.

6. It is understood that the Municipality has total responsibility for having in its name all necessary property rights prior to construction and/or maintenance by the County. The Municipality shall be responsible for obtaining any permits necessary for the performance of the reimbursable work.

7. It is understood and agreed between the parties hereto that the Municipality agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute. The Municipality has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act.

8. The Municipality certifies and warrants that Public Works Director, has the authority to enter into a reimbursable work order and to bind the Municipality thereby.

9. The Municipality hereby confers on the County the authority to perform the categories of work listed in paragraph one within the Municipality's jurisdictional limits for the purposes of carrying out this Agreement. Further, the Municipality agrees that when the County provides engineering and administrative services for the Municipality, the County Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the Public Works Director or other officer or department charged with road maintenance administration.

10. The County is a contractor of services only and does not purport to represent the Municipality professionally other than in providing the services requested by the Municipality. As an independent contractor, the County shall control personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff. In the event the County uses contract services to perform services for the Municipality, the County shall perform the appropriate supervision and inspection of the contractor's work.

11. This Agreement will expire December 31, 2024, unless otherwise terminated. Either party may terminate this agreement by depositing in the mail a notice of termination addressed to either the County Engineer of the Lewis County Public Works Department or the City Manager of the Municipality, respectively.

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

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

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

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

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

**ATTEST:**

\_\_\_\_\_  
Gary Stamper, Vice Chair

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

\_\_\_\_\_  
Edna J. Fund, Commissioner

Municipality: \_\_\_\_\_

By: \_\_\_\_\_

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

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Trent Lougheed, P.E., Public Works Director  
Brandon Rakes, Airport Operations Coordinator

**MEETING OF:** December 9, 2019

**SUBJECT:** Contract Change Order No. 1 in the Amount of \$270,871.70 for the Taxiway Realignment Project

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**ISSUE**

During construction of the Taxiway Realignment Project, which is currently 95% funded by State and Federal grants, the contractor encountered yielding/organic material unsuitable for formation of embankments under areas to be paved on the north and south phases of the project. The contractor stabilized the subgrade using chemical and mechanical means in order to achieve a suitable surface for formation of embankments. It was also discovered during construction that the Constant Current Regulator that controls airfield lighting was beginning to fail and would require replacement.

**DISCUSSION**

Once the existing taxiway was removed on both ends of the runway, unsuitable subgrade was found that requires stabilization to ensure compaction of subsequent fill material. The contractor attempted to achieve subgrade compaction by ripping, turning, and blending the subgrade material. After a week of dry windy weather and continual processing, the contractor was unable to achieve compaction with optimum conditions. The subgrade material was deemed unsuitable and the subgrade stabilization process was completed. Areas that were unable to be stabilized by the chemical stabilization process were mechanically stabilized with large aggregate. Both stabilization processes were completed per the geotechnical report and per FAA construction specifications.

In regard to the Constant Current Regulator, it was discovered that the unit in use was over 35 years old and had far exceeded its intended service life. Prior to project startup and during the project, the runway lights would lose service intermittently. The contractor inspected all temporary splices and found no issues and then inspected the electrical building. Upon inspection of the regulator panel it was revealed that multiple contact points had deteriorated.

The contractor cleaned the contact points but recommended a new Constant Current Regulator as a permanent solution to the intermittent lighting issues.

The following is a summarized list of work and materials required to successfully complete construction of the Taxiway Realignment Project:

- Installation of a 7.5 kW Constant Current Regulator
- Specialty Equipment Mobilization
- Subgrade Stabilization
- Stabilization Quarry Spalls

### **FISCAL IMPACT**

Change Order No. 1 results in a \$270,871.70 increase to the original contract resulting in a total final contract price of \$2,792,780.53.

These changes have been approved by the FAA and will receive 90% reimbursement resulting in the airport absorbing up to the remaining 10% or \$27,087.17.

### **RECOMMENDATION**

It is recommended that the City Council approve Change Order No. 1 in the amount of \$270,871.70 with Sterling Breen Crushing, LLC and to approve the City Manager to execute the documents to effect all changes required.

### **SUGGESTED MOTION**

I move that the City Council approve Change Order No. 1 in the amount of \$270,871.70 with Sterling Breen Crushing, LLC and to approve the City Manager to execute the documents to effect all changes required.



**CONTRACT CHANGE ORDER NO. 1**

**AIRPORT:** Chehalis-Centralia Airport  
**LOCATION:** Chehalis, WA  
**PROJECT NAME:** Taxiway Realignment  
**PROJECT NO:** AIP 3-53-0012-018-2018  
**CONTRACTOR:** Sterling Breen Crushing, LLC  
**DATE:** 11/25/2019

You are requested to perform the following described work upon receipt of an approved copy of this document or as described by the Engineer.

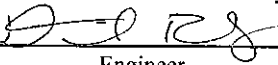
Bid Item #	Description	Unit	Unit Price	Quantity	Amount
CO1-1	7.5 kW Constant Current Regulator	EA	\$ 16,144.51	1	\$ 16,144.51
CO1-2	Specialty Equipment Mobilization	LS	\$ 1,000.00	1	\$ 1,000.00
CO1-3	Subgrade Stabilization	SF	\$ 1.34	25,555	\$ 34,243.70
CO1-4	Stabilization Quarry Spalls	TON	\$ 37.56	5,297	\$ 198,955.32
	WA State Sales Tax	%	8.2%		\$ 20,528.17
<b>This Change Order Total</b>					\$ 270,871.70
<b>Previous Change Order(s) Total</b>					\$ -
<b>Original Contract Amount</b>					\$ 2,521,908.83
<b>Revised Contract Total</b>					\$ 2,792,780.53

The time provided for completion of the contract is increased by 12 calendar days.

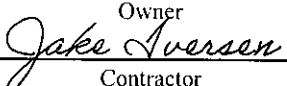
This document shall become an amendment to the contract and all provisions of the contract will apply.

ORIGINAL CONTRACT COMPLETION DATE: October 21, 2019

REVISED CONTRACT COMPLETION DATE: November 1, 2019

Recommended by:  Date: 11/26/2019  
 Engineer

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by:  Date: 11/26/2019  
 Owner  
 Contractor

Concurred by: N/A Date: N/A

State Aeronautics (if applicable)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Federal Aviation Administration

**NOTE:** Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics' concurrence is required when state participation is anticipated.

CONTRACT CHANGE ORDER NO. 1  
(Continued)

AIRPORT: Chehalis-Centralia Airport  
LOCATION: Chehalis, WA  
PROJECT NAME: Taxiway Realignment  
PROJECT NO: AIP 3-53-0012-018-2018

CONTRACTOR: Sterling Breen Crushing, LLC  
DATE: 11/25/2019

JUSTIFICATION FOR CHANGE

1. *Brief description of the proposed contract change(s) and location(s).*

Bid Item CO1-1 - The 7.5kW Constant Current Regulator for the airport lighting will be replaced.

Bid Item CO1-2 - Item includes mobilization of equipment for subgrade stabilization.

Bid Items CO1-3 and CO1-4 - Contractor encountered yielding/organic material unsuitable for formation of embankments under areas to be paved on the north and south phases of the project. Contractor stabilized the subgrade using chemical and mechanical means in order to achieve a suitable surface for formation of embankments. The approved depth of stabilization varies with an anticipated average depth of approximately 12" inches.

2. *Reason(s) for the change(s).*

Bid Item CO1-1 - The existing regulator at the airport is over 35 years old and has far exceeded its intended service life. Prior to project startup and during the project, the runway lights would lose service intermittently. The contractor inspected all temporary splices and found no issues and then inspected the electrical building. Taking off the the regulator panel revealed multiple contact points that were deteriorated. The contractor cleaned the contact points but recommended a new constant current regulator as a permanent solution to the intermittent lighting issues. Discussions with airport personnel confirmed previous intermittent outages of their lighting system.

Bid Items CO1-2, CO1-3, and CO1-4 - Unsuitable subgrade was found that requires stabilization to ensure compaction of subsequent fill material. The contractor attempted to achieve subgrade compaction by ripping, turning, and blending the subgrade material. After a week of dry, windy weather and continual processing, the contractor was unable to achieve compaction with optimum conditions. The subgrade material was deemed unsuitable and the subgrade stabilization process was completed. Areas that were unable to be stabilized by the chemical stabilization process were mechanically stabilized with large aggregate. Both stabilization processes were completed per the geotechnical report and per FAA construction specifications.

3. *Justifications for unit price or total cost.*

A cost analysis was performed for bid items associated with Change Order #1 consistent with guidance provided in the AIP Handbook. The cost analysis was performed using techniques described 49 CFR § 18.36(f). See attached engineer's estimate and cost justifications.

4. *The sponsor's share of this cost is available from:*

City funds

5. *If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision?*

- Yes  
 No  
 Not Applicable

**CONTRACT CHANGE ORDER NO. 1**  
**(Continued)**

**AIRPORT:** Chehalis-Centralia Airport  
**LOCATION:** Chehalis, WA  
**PROJECT NAME:** Taxiway Realignment  
**PROJECT NO:** AIP 3-53-0012-018-2018

**CONTRACTOR:** Sterling Breen Crushing, LLC  
**DATE:** 11/25/2019

**JUSTIFICATION FOR CHANGE**

6. *Has consent of surety been obtained?*

- Yes
- No
- Not Necessary

7. *Will this change affect the insurance coverage?*

- Yes
- No

8. *If yes, will the policies be extended?*

- Yes
- No

9. *Has this Change Order been discussed with FAA officials?*

- Yes           When: September 2019
- No                With Whom: Randal Anton/Ian Bradshaw, Seattle ADO

*Comments:*

**CONTRACT CHANGE ORDER NO. 1**

**AIRPORT:** Chehalis-Centralia Airport  
**LOCATION:** Chehalis, WA  
**PROJECT NAME:** Taxiway Realignment  
**PROJECT NO:** AIP 3-53-0012-018-2018  
**CONTRACTOR:** Sterling Breen Crushing, LLC

**Engineer's Estimate**

Item #	Description	Unit	Unit Price	Quantity	Amount
1	7.5 kW Constant Current Regulator	EA	\$ 15,000.00	1	\$ 15,000.00
2	Specialty Equipment Mobilization	LS	\$ 3,000.00	1	\$ 3,000.00
3	Subgrade Stabilization	SF	\$ 1.40	25,555	\$ 35,777.00
4	Stabilization Quarry Spalls	TON	\$ 35.00	5,297	\$ 185,395.00
	WA State Sales Tax	%	8.2%		\$ 19,612.10
<b>TOTAL:</b>					<b>\$ 258,784.10</b>

Total change order price of \$270,871.70 is within 5% of engineer's estimate.

Notes:

- Competitively bid projects within the last two years including new Constant Current Regulator (CCR) installations have fallen within a price range of \$12,000 - \$18,000 depending on size, quantity, and project size/location. The contractor's change order quote for installation of a new 7.5 kW CCR falls within this expected range.

- See attached for more information on estimate pricing of aggregates and cement treatment of subgrade.

# PRECISION APPROACH ENGINEERING

AIRPORT CHEHALES-CENTRALIA  
 TASK DESCRIPTION CHANGE ORDER 1

JOB NUMBER \_\_\_\_\_  
 BY DRR DATE 11/13/2019  
 SHEET 1 OF 1 SHEETS

TYPICAL PRICE FOR P-154 = \$35 - \$50 / CY  
 - BASED ON RECENT COMPETITIVE  
 BID AEP PROJECTS FROM THE  
 LAST 3 YEARS

TYPICAL PRICE FOR P-209 = \$60 - \$90 / CY  
 - BASED ON COMPETITIVE BID, AEP  
 FUNDED, PROJECTS FROM THE LAST 3 YEARS

AVERAGE COST FOR WSDOT BALLAST = \$35 / TON  
 - INFO FROM WSDOT "WET BED ANALYSIS"  
 TOOL WHEN SELECTING PROJECT DATES  
 FROM SEPT 2018 - SEPT 2019.

PRICE QUOTE FROM STERLING GREEN CRUSHING  
 FOR CHANGE ORDER 1 IS \$37.56 / TON

TONS → CY CONVERSION:  $\$37.56/\text{TON} \left( \frac{1\text{TON}}{2000\text{lbs}} \right) \cdot \left( \frac{110\text{lbs}}{\text{CF}} \right) \cdot \left( \frac{27\text{CF}}{\text{CY}} \right)$   
 $\Rightarrow \$55.78 / \text{CY}$

THEREFORE - PRICE IS WITHIN EXPECTED RANGE  
 WHEN COMPARED WITH SIMILAR MATERIALS

% DIFF:  $\frac{37.56 - 35}{35} \times 100 = 7\%$  DIFFERENT WHEN  
 COMPARED TO WSDOT  
 SIMILAR MATERIALS

From previous quotes for similar work.

- Spread & mix cement @ 7% for 12" depth = \$0.81/sf
- Price increase per 1% additional cement = \$0.11/sf

- Assumptions

- Based on 100 lb dry density, weight & double till.
- Spread & mix minimum 8' width.
- minimal ~~stand~~ stand by time.

Estimated Price for work @ Cherhalis - Centralia

Chemical stabilization should include 12% cement for 12" depth per geotechnical report and on-site testing agency recommendations.

Estimated cost  $\frac{\$0.81}{sf} + ((12\% - 7\%) \times \$0.11) = \$0.81 + \$0.55$

⇒ \$1.36/sf total

Contractor ~~sub~~ submitted cost = \$1.34/sf

∴ Pricing is within expected range

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Caryn Foley, City Clerk

**MEETING OF:** December 9, 2019

**SUBJECT:** Resolution No. 19-2019, First and Final Reading – Declaring City Property to be Surplus

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**ISSUE**

The Public Works Department has property that is no longer needed. There are also old computers and associated equipment, and other office equipment from various city departments. State law requires that property must first be declared surplus by the City Council before being sold, transferred, or disposed of.

**DISCUSSION**

The Public Works Department has a fax machine, a VCR, and a Television/VCR that no longer work and/or are obsolete.

Several old/outdated computers and associated equipment, and other office equipment have been replaced over the years and have been stored at the old fire department. In the past, computers and their associated accessories have attempted to be sold at auction, but there is no interest in the equipment. This process wasted valuable staff time in transporting the property to and from the auction site. In addition, the city's IT contractor has indicated that by the time the city gets rid of a computer there is no value in it.

All computers have had their hard drives removed and destroyed; and will be disposed of at a proper recycling location once declared surplus.

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

**FISCAL IMPACT**

There will be a nominal fee from the city's IT contractor for the time to compile the inventory list.

**RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 19-2019.

**SUGGESTED MOTION**

I move that the City Council adopt Resolution No. 19-2019 on the first and final reading.



**RESOLUTION NO. 19-2019**

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

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

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

<b>Public Works Department</b>	<b>Identifying Information</b>
One (1) Cannon Fax Machine	Serial #: KTC06163 Model #: F162002
One (1) Panasonic VCR	City Tag: 60138 Serial #: L55A26102 Model #: PV-4601
One (1) Phillips 20" TV/VCR	Serial #: 62915789 Model #: CCC190AT31
<b>Miscellaneous Departments</b>	<b>Identifying Information</b>
Computers; monitors; printers; scanners; fax machines; laminator; auto folders; UPS; typewriter; copier; cash register; laptops; camera	Attached.

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

**ADOPTED** by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

Attest:

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City Clerk

Approved as to form and content:

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City Attorney

Computers	86	Scanners	2	Auto Folder	2	Copier	1	Camera	1
Monitors	47	Fax Machines	3	UPS	1	Cash Register	1		
Printers	39	Laminator	1	Typewriter	1	Laptop	17		

Total Items 202

Device	Brand	Model	Serial Number	City Tag
Computer	Ultra		106134537	40114
Computer	Ultra		106651485	30244
Computer	Ultra		105084859	20103
Computer	Dell	Precision	HQ91XB1	60196
Computer	Ultra		106263428	60171
Computer	Ultra		106125818	20093
Computer	Dell	Precision	JRCMFK	20098
Computer	Acer		91.00634.050	
Computer	Ultra		106651488	30240
Computer			32112567	40116
Computer	Ultra		106110638	
Computer	Ultra		106191378	40132
Computer	Dell	Dimension	ZHRT391	60179
Computer	Ultra		106134539	60184
Computer	Ultra		106535246	40115
Computer	Ultra		106191379	40117
Computer	Ultra		106797745	40128
Computer	Ultra		106416471	40129
Computer	Ultra		106889692	40123
Computer	Ultra		106724936	10070
Computer	Dell	Dimension	GPZSZ81	60172
Computer	Ultra		106510183	60181
Computer	Dell	Dimension	G15WMB1	
Computer	Ultra		106140453	40122
Computer	NetPc		430553	
Printer	HP		CN04QH81Mw	
Laminator	USI	Big Mouth	13432	
Printer	Canon	LaserJet	UFW2549	
Scanner	HP	Scanjet 3500	QZ800A	
Printer	HP	1022NS	CNBK106839	
Printer	Brother	WP1700	ES6944002	60124
Auto Folder	Martin Yale			
Printer	HP		4160 CNB1C03244	
Printer	Epson	Stylus	CMR1Z77319	
Printer	Lexmark		4500 890NMCH	
Printer	HP	C3916A	USHC004822	

Computers	86	Scanners	2	Auto Folder	2	Copier	1	Camera	1
Monitors	47	Fax Machines	3	UPS	1	Cash Register	1		
Printers	39	Laminator	1	Typewriter	1	Laptop	17		

Total Items 202

Device	Brand	Model	Serial Number	City Tag
Printer	Brother	MFC8480	U62272M1J974130	
UPS	APC	SUZZ	WS0108014029	
Fax	HP	2140	CN15PBN0ZV	
Scanner	HP	Scanjet	CN39RT2063	
Printer	HP	Deskjet	C8963A	
Printer	HP	Photosmart	CN2CE3B18G	
Auto Folder	Martin Yale		1155	
Printer	HP	Laserjet	VND3C71954	
Printer	HP	Laserjet	CNBJ244777	
Computer	Dell	DHM	OT35Y11	
Computer	Dell	DHM	3443Y11	
Computer	Ultra	PyM80	106188159	
Monitor	Funai	LE2909M4	ME2A1338101364	
Monitor	Hanns G	HSG1033	748GH3XY01352	
Fax	Brother	4750e	U60283E6J47505	
Printer	HP	Laserjet 4	JPLG039356	2092
Printer	Canon	D1150	ETQ09324	
Computer	Dell	Dimension	BSFV671	60175
Computer	Ultra		106651489	30239
Computer	Ultra		105136837	60173
Computer	Ultra		106433804	10069
Computer	Ultra		106651486	30243
Computer	Ultra		106558913	30245
Computer	Dell	Dimension	4KKSC61	
Computer	Dell	Precision	CW3H41	60162
Computer	Dell	Optiplex	9SPLW01	60159
Computer	Ultra		106134540	
Computer	HP	Pavilion	MXK51709R7	
Computer	NetPc		430507	60176
Computer	Dell		4BT7D11	20101
Computer	HP	Vectra	US94859175	6230
Computer	HP	Pavilion	MXM40509WF	60175
Computer	NetPc		430510	
Computer	NetPc		430508	30183
Computer	Dell	Dimension	D6X8911	60180
Computer	Dell	Dimension	B3T7011	

Computers	86	Scanners	2	Auto Folder	2
Monitors	47	Fax Machines	3	UPS	1
Printers	39	Laminator	1	Typewriter	1

Copier	1	Camera	1
Cash Register	1		
Laptop	17		
Total Items	202		

Device	Brand	Model	Serial Number	City Tag
Computer	Ultra		105142003	
Computer	Dell	Precision	42G5241	60178
Computer	Dell	Vostro	769T4J1	20097
Computer	Ultra		106134538	40124
Computer	Ultra		107258999	50068
Computer	Ultra		106462413	60170
Computer	Ultra		106470015	
Computer	Dell	Optiplex	1R91XB1	60195
Computer	Dell	Optiplex	G2J4RC1	20090
Computer	Ultra		106409488	40113
Computer	Ultra		106578597	50064
Computer	Dell	Optiplex	F5CX1D1	20102
Computer	NetPc		430509	30184
Computer	Ultra		105037694	
Computer	Ultra		106134541	40119
Computer	Ultra		105142002	40118
Printer	Brother	HL-5240	U61443F6J514063	
Printer	Konica	5430DL	7311002256	
Printer	Epson	FX-890	E8BY080878	
Printer	Canon	Pixma		
Printer	HP	Photosmart 3300	MY62G8202M	
Printer	Konica	PagePro 1350W	6352868708	
Printer	Epson	Stylus 880	CMRY045888	
Printer	Konica	PatePro 1350w	6352903724	
Printer	Brother	HL-52	U61443J5J116353	
Printer	HP	Officejet K60	MY12GC60C6	
Printer	HP	Laserjet	CNHC7DM4YN	
Typewriter	IBM		122785011350P	
Printer	HP	2600n	CNBC55T00C	
Printer	HP	2600n	CNHC7511PC	
Printer	HP	Laserjet 4	JPG100229	
Printer	HP	2035	CNB9D26255	
Printer	Brother	HL-52	U61443M6J751822	
Printer	HP	Laserjet 5	USHC005160	
Printer	HP	MFP177FW	CNG6J12967	
Printer	HP	D145	SG28D5211T	

Computers	86	Scanners	2	Auto Folder	2	Copier	1	Camera	1
Monitors	47	Fax Machines	3	UPS	1	Cash Register	1		
Printers	39	Laminator	1	Typewriter	1	Laptop	17		

Total Items 202

Device	Brand	Model	Serial Number	City Tag
Printer	HP	2410	MY41QJ30CD	
Printer	Konica	1350W	6352860642	
Fax	Brother	2500ML	C53235562	
Printer	HP	Deskjet 932 C	CN11H1S374	
Copier	Canon	NP6012F	NUE14783	
Cash Register	Sharp	XE-A101	58025611	
Monitor	Acer	X19	ETL4908384737042724241	
Monitor	Acer	X19	ETL840B018702013403920	
Monitor	Hyundai	L72S	L72SSAR050908724	
Monitor	Envision	EN7	T7QV54AB00521	
Monitor	Hyundai	L70n	L71NHAS953K	
Monitor	Acer	X19	ETL950B029721039423913	
Monitor	Acer	X19	ETL950B029721054853913	
Monitor	Hyundai	L70n	L71NEAS954K04675	
Monitor	Hyundai	L70n	L71NEAS954K04673	
Monitor	Dell	1800FP	MX07R477483233CH014H	
Monitor	Dell	E2210	CN0H265R6418098T0MTL	
Monitor	ViewSonic	VA1930	QFP071222642	
Monitor	Acer	X191w	ETL950B029721054823913	
Monitor	Vison	EZ17F	LAQ4302B03209	
Monitor	Hyundai	L70n	L71NHAS953K02261	
Monitor	ViewSonic	VA1930	QFP071222722	
Monitor	Hyundai	L70n	L71NEAS954K04668	
Monitor	Acer	AL1906	ETL49086687230AD894237	
Monitor	Acer	AL1916	ETL490838475000B69429G	
Monitor	Acer	X171	ETL930B005703014C23910	
Monitor	Acer	AL1706	ETL460C148636091A34001	
Monitor	Vison	EZ17F	LAQ4302B02810	
Monitor	Vison	EZ17F	LAQ4302B02069	
Monitor	Dell	E772P	CN0412147804292C00P	
Monitor	Symphonic	13TVCRMK2	Q15945076	
Monitor	Dell	E551C	CN07G0766418022N12XC	
Monitor	Gem	DE770	GROAM93801388	
Monitor	Dell	E772P	CN04P12147804292C00B	
Monitor	Gem	DE770	C3CJ2CB302036	
Monitor	AOC	Spectrum	P8GG08A629336	50061

Computers	86	Scanners	2	Auto Folder	2
Monitors	47	Fax Machines	3	UPS	1
Printers	39	Laminator	1	Typewriter	1

Copier	1	Camera	1
Cash Register	1		
Laptop	17		
Total Items	202		

Device	Brand	Model	Serial Number	City Tag
Monitor	Vison	EZ17B	ZAQ4303C01494	
Monitor	Acer	V193	ETLBZ081119280C5114254	
Monitor	Vison	EZ17F	LAQ4302B03207	
Monitor	Vison	EZ17B	ZAQ4303C00301	
Monitor	Hyundai	L72S	L72SSBS35AK01380	
Monitor	Dell	1900FP	KR09J36747602294AEZW	
Monitor	ViewSonic	H770BX	GH2M03K242004252	
Monitor	Hyundai	L70S	L71SHBS951K00041	
Monitor	Compaq	PE1132	952GD43AD108	
Monitor	Envision	EN775E	G6CG33A628565	
Monitor	Dell	E771A	MY)8J8544663221384AX	
Monitor	ViewSonic	TX14H12PTK	1513714841	
Monitor	ViewSonic	H770BYM	GH1M03C141004030	
Monitor	Dell	E551C	CN07G0766418022N12X9	
Computer	Ultra		106143512	40131
Monitor	Gateway	VX720	P012233242	
Computer	Ultra	Server	107576393	
Computer	Ultra		107530523	
Computer	Dell	Optiplex 320	CLJ4RC1	20091
Computer	Ultra		BTO14049946222002	
Computer	Dell	Optiplex 3020	5CDYJZ1	
Computer	Ultra		207199-3914	
Computer	Ultra		207200-3914	
Computer	Dell	Vostro	9DDWTV1	20104
Computer	Dell	Vostro	58S3VR1	20113
Computer	Ultra		107426252	40133
Computer	Dell	Vostro	JRCNFK1	20096
Computer	Ultra		208722-0715	
Computer	HP		MXL42103LP	
Computer	Howard		2087200715	
Computer	Dell	Optiplex	FGDYJZ1	
Laptop	HP		CND60807YC	2033
Laptop	Dell	Latitude	1BLNXY1	
Printer	HP	CF147A	CND1G10140	
Printer	HP	CZ165A	CNG6J356JT	
Camera	HP	Sony CCD-TR66	277750	40098

Computers	86	Scanners	2	Auto Folder	2	Copier	1	Camera	1
Monitors	47	Fax Machines	3	UPS	1	Cash Register	1		
Printers	39	Laminator	1	Typewriter	1	Laptop	17		

Total Items 202

Device	Brand	Model	Serial Number	City Tag
Laptop	Itronix	IX600	ZZGEG5364ZZ9237	
Laptop	Itronix	IX600	ZZGEG7129ZZ0820	
Laptop	Gateway	Solo 2300	9275102	3185
Laptop	Itronix	IX600	ZZGEG5315ZZ3713	2141
Laptop	HP	Pavilion dv9000	CNF7164W3F	
Laptop	Toshiba	Satellite A15-S129	Y3032841H	
Laptop	Toshiba	Satellite A10-S169	X3031329H	1070
Laptop	Toshiba	Satellite A10-S169	X3019769H	30177
Laptop	HP	HSTNN-C12C	CND6081WWC	
Laptop	Dell	Inspiron 18200	DK4S021	
Laptop	Dell	Inspiron 7500	Y5YNJ	6245
Laptop	Toshiba	Tecra A8-S8513	47108387H	
Laptop	Dell	Latitude D820	GHVIXB1	60177
Laptop	Toshiba	Tecra	27081746H	1072
Laptop	Gateway	450SX4	29007206	10067
Computer	Dell	Vostro	8V8JRW1	20112
Computer	Ultra			60204
Computer	Ultra			61
Computer	Ultra		107320252	
Computer			2026964913	
Computer	Dell	Optiplex 320	DLJ4RC1	20099
Computer			2013993913	



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council  
**FROM:** Jill Anderson, City Manager  
**BY:** Caryn Foley, City Clerk  
**MEETING OF:** December 9, 2019  
**SUBJECT:** Consider Cancellation of December 23 Council Meeting

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**ISSUE**

It is proposed that the City Council cancel the second meeting in December consistent with its tradition.

**DISCUSSION**

The City Council has historically cancelled the second meeting in December. In recognition of the City's tradition and the likelihood that most of the community will be focused on family and holiday festivities, the City Council is being asked to consider cancellation of the December 23 meeting.

**FISCAL IMPACT**

There is no fiscal impact associated with the proposed meeting cancellation.

**RECOMMENDATION**

It is recommended that the City Council cancel the December 23, 2019 City Council meeting.

**SUGGESTED MOTION**

I move that the City Council cancel the December 23, 2019 City Council meeting.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director

**MEETING OF:** December 9, 2019

**SUBJECT:** Ordinance No. 1004-B, Second and Final Reading – Amending the 2019 Annual Budget

---

**ISSUE**

Ordinance No. 1004-B, amending the 2019 budget, is hereby submitted to reflect the changes in estimates and actual activity of the city since the second amendment of the 2019 budget in July. This ordinance is necessary to ensure compliance with state appropriation requirements and to document adjustments to the 2019 budget.

There have been no changes since the first reading on November 25, 2019. This ordinance is presented for City Council consideration on the second of the two required readings.

**DISCUSSION**

In April of this year, Ordinance No. 997-B was adopted to amend the 2019 budget, which was the first budget amendment of the year. Ordinance No. 1000-B was adopted to amend the 2019 budget for the second time in July.

This proposed ordinance is the third amendment to the 2019 budget. The attached spreadsheet (Exhibit A-1) provides information on a line-by-line basis, as well as summary information of the proposed budget amendments by fund. The net total city-wide increase in fund balance associated with the third budget amendment is \$519,857. The proposed budget amendments by fund are summarized below:

Fund Name	Revenues Increase (decrease)	Transfers In Increase (decrease)	Expenditures Increase (decrease)	Transfers Out Increase (decrease)	Net Increase (decrease) in Fund Balance
General Fund	\$ 15,000		\$ 31,640	\$ 75	\$ (16,715)
Transportation Benefit District Fund	225,963		19,196		206,767
Tourism Fund	28,000		-		28,000
G.O Bond Fund	-	300	-	300	-
Public Facilities Reserve Fund	12,750		33,360		(20,610)
First Quarter REET Fund	-		123		(123)
Second Quarter REET Fund	-		102		(102)
Wastewater Fund	125,600		-		125,600
Water Fund	140,200		29,200		111,000
Storm & Surface Water Fund	(57,100)		15,410		(72,510)
Airport Fund	183,300		16,250		167,050
Firemen's Pension Fund	-		8,500		(8,500)
<b>Total</b>	<b>\$ 673,713</b>	<b>\$ 300</b>	<b>\$ 153,781</b>	<b>\$ 375</b>	<b>\$ 519,857</b>

### **General Fund:**

The proposed budget amendment includes \$15,000 increase in revenues and \$31,715 increase in expenditures and transfers out, resulting in net decrease in the General Fund's fund balance by \$16,715.

The revenue increase of \$15,000 is to adjust interest earnings budget to reflect more to actual. The current budget amount is \$8,690, and the estimated investment interest earnings at year-end is \$23,690.

Total net increase in expenditures and transfers out budget of \$31,715 is summarized below:

General Fund Department	Additional Appropriations Requested	Budget Adjustments for Indirect Cost Allocation (Contra Expenses)	Net Increase (decrease) in Fund Balance
City Manager	\$ 2,020	\$ 8,700	\$ 10,720
Finance	3,170	-	3,170
Legal Services (City Attorney)	-	3,550	3,550
Non-departmental	75	(11,700)	(11,625)
Human Resources	45,000	(36,700)	8,300
Police	6,000	-	6,000
Fire	11,600	-	11,600
<b>Total General Fund</b>	<b>\$ 67,865</b>	<b>\$ (36,150)</b>	<b>\$ 31,715</b>

Certain general fund departments provide administrative support services to all city funds and departments. These departments include City Council, City Manager, City Clerk, Legal Services/City Attorney, Finance, Human Resources, and Non-Departmental. These departments' expenditures are allocated based on certain allocation factors (i.e. agenda items, budget, FTEs, number of email users, revenue receipts, and voucher payments, etc.). The amounts allocable to the City's enterprise funds (utilities and Airport funds) are charged out to

those funds. Contra expenses are the portion of expenses that are allocated (charged out) to other funds and show as negative expenditures (reduction of expenditures) in the fund that provided the services. Positive adjustments to the budget means reducing the cost allocation amount, thus increasing the expenditures.

- City Manager department budget increase of \$2,020 is to adjust salary and benefits budget to reflect more to actual. The 2019 adopted budget was slightly lower than actual. Budget adjustment for contra expense is needed to reflect more to actual YTD activities.
- Finance department requests \$3,170 for the purchase of a dedicated server for the AP Vendor ACH payment program.
- Non-departmental department requests additional transfers out budget of \$75 to G.O. Bond fund for General Fund share of the \$300 annual debt service fees. Cost allocation to enterprise funds for city-wide network maintenance, Office 365 and Antivirus software license renewal fees are projected at \$11,700, which was not included in the original budget.
- Human Resources department requests \$45,000 budget increase for professional services for the cost of negotiating the Fire, Police and Non-Uniformed personnel collective bargaining agreements, as well as the cost of professional services to deal with other personnel issues. The professional services budget was increased by \$70,000 in July, and additional funding is needed as the Administration is currently in mediation with all three labor union groups. Total 2019 budget for professional services, including this amendment, will be \$135,000. Additional cost allocation to enterprise funds is estimated at \$36,700 largely due to increase in professional services expenditures for collective bargaining agreement negotiations.
- Police department has requested \$6,000 additional budget for purchase of exterior ballistic vests for police officers. This was approved by City Council in September 2019.
- Fire department requests \$11,600 additional budget which includes \$5,000 for professional services for medical program director services and \$6,600 for unanticipated repairs to the fire chief vehicle due to an accident. The City has recovered this cost through insurance reimbursement.

The ending cash (fund balance) of the General Fund at the end of 2019 is estimated at \$773,716, which is about 7.7% of the General Funds' operating revenue. This is below City Council policy to maintain 10% of General Fund's operating revenues in the General Fund.

**Transportation Benefit District (TBD) Fund:**

The proposed budget amendment includes \$225,963 increase in revenues and \$19,196 increase in expenditures, with a net increase in fund balance by \$206,767.

2019 TBD sales tax revenue is projected to be \$162,000 more than original budget projection. TBD fund received \$39,963 federal grant reimbursement for Kresky Avenue resurface project. Interest earnings is expected to exceed the current budget by \$24,000.

The \$19,196 expenditure budget increase is due to National Avenue Slide Restoration project change order no. 4.

**Tourism Fund:**

A \$28,000 revenue budget increase is proposed, which includes \$23,000 for hotel/motel tax and \$5,000 for investment interest earnings, to reflect more to actual.

**G.O. Bond Fund:**

Additional transfers in of \$300 and expenditures budget of \$300 is requested, net zero impact to the fund balance. The \$300 annual debt service fee by US Bank for the City's 2011 LTGO Bond was not budgeted. Annual debt service payments and related fees are paid by the General Fund and two REET funds.

**Public Facilities Reserve Fund:**

The proposed budget amendment includes \$12,750 increase in interest revenue and \$33,360 increase in expenditures for the following: 1) \$28,360 for replacement of carpenter shop roof and preschool building roof and 2) \$5,000 for appraisal service fees for new fire station site.

**First Quarter REET Fund:**

An additional transfer out budget of \$123 to the G.O. Bond fund is requested.

**Second Quarter REET Fund:**

An additional transfer out budget of \$102 to the G.O. Bond fund is requested.

**Wastewater Fund:**

A \$125,600 increase in revenue budget is proposed, which includes \$50,600 for Hookup/Connection fees and \$75,000 for investment interest earnings. The proposed amendment is to reflect budget more to actual.

**Water Fund:**

A \$140,200 increase in revenue budget and \$29,200 increase in expenditures budget is proposed.

The proposed revenue budget amendment includes \$42,200 for Hookup/Connection fees and \$98,000 for investment interest earnings, to reflect budget more to actual.

The \$29,200 proposed increase in expenditures is to reflect the indirect cost allocation budget (contra expense offsets) for administrative support services provided by the general fund to the water fund more to YTD actual activities.

**Storm and Surface Water Fund:**

A \$57,100 decrease in revenue budget and \$15,410 increase in expenditures budget is proposed.

Storm water rate fee revenue projection in the original adopted budget is \$80,000 higher than year-end estimate based on YTD activities. Whereas, Hookup/Connection fee revenue and investment interest earnings will exceed the original budget projections by \$22,900.

A \$15,410 increase in expenditures budget is requested to adjust the indirect cost allocation from the general fund and from water fund, to reflect more to YTD actual activities.

**Airport Fund:**

The proposed budget amendment includes \$183,300 increase in revenues which includes: 1) \$162,300 for fuel sales and 2) \$21,000 investment interest earnings, to reflect more to actual.

A \$16,250 increase in expenditures budget request includes \$12,300 for indirect cost allocation from the general fund and \$3,950 for sales tax remittance increase due to fuel sales increase.

**Firemen's Pension Fund:**

The proposed budget amendment includes \$8,500 additional budget for professional services for pension fund actuarial valuation that was approved by City Council in October.

**RECOMMENDATION**

It is recommended that the City Council pass Ordinance No. 1004-B on second and final reading.

**SUGGESTED MOTION**

I move that the City Council pass Ordinance No. 1004-B on second and final reading.

Fund No. and Name	Account Name	Reason for Amendment	2019		Expenditure		Total	
			Amended Budget	Revenue Increase (Decrease)	Transfers In	Transfers Out	Amendment Increase (Decrease)	Recommended Amended Budget
<b>Fund 001 - General Fund</b>								
<b>Revenues:</b>								
001.361.011.00	Interest Earnings	Adjust budget to reflect to actual	8,690	15,000	-	-	15,000	23,690
Total General Fund Revenues & Transfers In			10,123,682	15,000	-	-	15,000	10,138,682
<b>Expenditures:</b>								
001.D1.513.010.11.00	Salaries & Wages	City Manager COLA increase not budgeted	148,521	-	620	-	620	149,141
001.D1.513.010.21.00	Personnel Benefits	Adjust budget to reflect actual.	53,435	-	1,400	-	1,400	54,835
001.D1.513.019.1C.00	Wage Contra Expense	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	(60,608)	-	2,000	-	2,000	(58,608)
001.D1.513.019.2C.00	Benefits Contra Expense	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	(25,812)	-	1,200	-	1,200	(24,612)
001.D1.513.019.4C.00	Services Contra Expense	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual subtotal - City Manager	(9,307)	-	5,500	-	5,500	(3,807)
subtotal - City Manager			-	-	10,720	-	10,720	-
001.E1.514.023.35.000	Small Tools & Minor Equipment	Purchase of a dedicated server for AP Vendor ACH program subtotal - Finance	1,220	-	3,170	-	3,170	4,390
subtotal - Finance			-	-	3,170	-	3,170	-
001.F1.515.049.3C.00	Supplies Contra Expense	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	(429)	-	250	-	250	(179)
001.F1.515.049.4C.00	Services Contra Expense	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual subtotal - Legal Services	(34,938)	-	3,300	-	3,300	(31,638)
subtotal - Legal Services			-	-	3,550	-	3,550	-
001.G1.518.089.3C.00	Supplies Contra Expense	Non-department net. work supplies. Not budgeted	-	-	(500)	-	(500)	(500)
001.G1.518.089.4C.00	Services Contra Expense	IT Cost Allocation - Office 365 & Malware. Not budgeted	-	-	(11,200)	-	(11,200)	(11,200)
001.G1.597.000.05.20	Transfer Out - Fund 200	US Bank annual debt service fee (General Fund share) not budgeted. subtotal - Non-departmental	24,891	-	-	75	75	24,966
subtotal - Non-departmental			-	-	(11,700)	75	(11,625)	-
001.G2.518.010.41.00	Professional Services	Additional attorney fees for labor union negotiations and other personnel issues.	90,000	-	45,000	-	45,000	135,000
001.G2.518.019.1C.00	Wage Contra Expense	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	(27,665)	-	(5,600)	-	(5,600)	(33,265)
001.G2.518.019.2C.00	Benefits Contra Expense	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	(10,671)	-	(2,000)	-	(2,000)	(12,671)
001.G2.518.019.3C.00	Supplies Contra Expense	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	(471)	-	-	-	-	(471)
001.G2.518.019.4C.00	Services Contra Expense	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual subtotal - Human Resources	(2,670)	-	(29,100)	-	(29,100)	(31,770)
subtotal - Human Resources			-	-	8,300	-	8,300	-
001.H1.521.022.35.00	Small Tools & Minor Equipment	Purchase of exterior carriers (vests). Council Approved subtotal - Police	14,300	-	6,000	-	6,000	20,300
subtotal - Police			-	-	6,000	-	6,000	-
001.I1.522.010.48.01	Repairs & Maint - Equipment	Repairs for Ford Explorer accident. Not budgeted.	2,000	-	6,600	-	6,600	8,600
001.I1.522.026.41.00	Professional Services	New Medical Program Director (MPD) Program. Service Contract. Not budgeted subtotal - Fire	7,000	-	5,000	-	5,000	12,000
subtotal - Fire			-	-	11,600	-	11,600	-
Total General Fund Expenditures & Transfers Out			11,137,493	-	31,640	75	31,715	11,169,208
Total for General Fund			-	15,000	-	75	(16,715)	-

<b>Fund 103 - Transportation Benefit District</b>								
<b>Revenues:</b>								
103.313.021.00	Public Transportation Tax - TBD	Adjust budget to reflect more to actual	989,591	162,000	-	-	162,000	1,151,591
103.333.020.20	DOT/Federal HWY Admin Grant	Grant reimbursement for Kresky Ave resurface project. Not budgeted.	-	39,963	-	-	39,963	39,963
103.361.011.00	Interest Earnings	Adjust budget to reflect more to actual	2,927	24,000	-	-	24,000	26,927
Total Transportation Benefit District Fund Revenues & Transfers In			992,518	225,963	-	-	225,963	1,218,481
<b>Expenditures:</b>								
103.03.596.030.65.30	Construction Project-Roadway	Natl' Ave Slide Restoration Project Change Order #4. Council approved 3/13/19	825,000	-	19,196	-	19,196	844,196
Total Transportation Benefit District Fund Expenditures & Transfer out			1,175,000	-	19,196	-	19,196	1,194,196
Total for Transportation Benefit District Fund			-	225,963	-	-	206,767	-

Fund No. and Name	Account Name	Reason for Amendment	2019		Expenditure		Total	
			Amended Budget	Revenue Increase (Decrease)	Transfers In	Transfers Out	Amendment Increase (Decrease)	Recommended Amended Budget
<b>Fund 107 - Tourism</b>								
<b>Revenues:</b>								
200.397.000.01	Hotel/Motel Tax	Adjust budget to reflect more to actual	225,185	23,000				23,000
107.361.011.00	Interest Earnings	Adjust budget to reflect more to actual	800	5,000				5,000
	<b>Total Tourism Fund Revenues &amp; Transfers In</b>		<b>225,985</b>	<b>28,000</b>				<b>28,000</b>
	<b>Total for Tourism Fund</b>			<b>28,000</b>				<b>28,000</b>
<b>Fund 200 - G.O. Bond Fund</b>								
<b>Revenues:</b>								
200.397.000.01	Transfer In - Fund 001	2011 LTGO, US bank annual debt service fee. Not budgeted.	24,891		75			75
200.397.000.35	Transfer In - Fund 305	2011 LTGO, US bank annual debt service fee. Not budgeted.	40,821		123			123
200.397.000.36	Transfer In - Fund 306	2011 LTGO, US bank annual debt service fee. Not budgeted.	33,851		102			102
	<b>Total G.O. Bond Fund Revenues &amp; Transfers In</b>		<b>99,563</b>		<b>300</b>			<b>300</b>
<b>Expenditures:</b>								
200.OC.592.014.89.00	Other Interest & Debt Service Cost	2011 LTGO, US Bank annual debt service fee. Not budgeted.	99,563			300		300
	<b>Total G.O. Bond Fund Expenditures and Transfers Out</b>		<b>99,563</b>		<b>300</b>			<b>99,863</b>
	<b>Total for G.O. Bond Fund</b>				<b>300</b>			<b>99,863</b>
<b>Fund 301 - Public Facilities Reserve Fund</b>								
<b>Revenues:</b>								
301.361.011.00	Interest Earnings	Adjust budget to reflect more to actual	3,780	12,750				12,750
	<b>Total Public Facilities Reserve Fund Revenues &amp; Transfers In</b>		<b>4,448,276</b>	<b>12,750</b>				<b>12,750</b>
<b>Expenditures:</b>								
301.44.516.020.48.00	Repairs & Maint - Facilities	Replacement of carpenter shop building roof. Not budgeted.				23,815		23,815
301.44.575.050.48.00	Repairs & Maint - Facilities	Replacement of preschool building roof. Not budgeted.				4,545		4,545
301.44.594.022.61.00	Land	Appraisal services for New Fire Station Site. Not budgeted.				5,000		5,000
	<b>Total Public Facilities Reserve Fund Expenditures &amp; Transfers Out</b>		<b>4,465,608</b>			<b>33,360</b>		<b>4,498,968</b>
	<b>Total for Public Facilities Reserve Fund</b>			<b>12,750</b>		<b>33,360</b>		<b>(20,610)</b>
<b>Fund 305 - First Quarter Percent REET Fund</b>								
<b>Expenditures:</b>								
305.44.597.000.05.20	Transfer Out - Fund 200	US Bank annual service fee not budgeted.	40,821				123	40,944
	<b>Total First Quarter Percent REET Fund Expenditures and Transfers Out</b>		<b>40,821</b>				<b>123</b>	<b>40,944</b>
	<b>Total First Quarter Percent REET Fund</b>							<b>(123)</b>
<b>Fund 306 - Second Quarter Percent REET Fund</b>								
<b>Expenditures:</b>								
306.44.597.000.05.20	Transfer Out - Fund 200	US Bank annual service fee not budgeted.	33,851				102	33,953
	<b>Total Second Quarter Percent REET Fund Expenditures and Transfers Out</b>		<b>33,851</b>				<b>102</b>	<b>33,953</b>
	<b>Total Second Quarter Percent REET Fund</b>							<b>(102)</b>
<b>Fund 404 - Wastewater Fund</b>								
<b>Revenues:</b>								



Fund No. and Name	Account Name	Reason for Amendment	2019		Revenue		Expenditure		Total	
			Amended Budget	Transfers In	Increase (Decrease)	Transfers In	Increase (Decrease)	Transfers Out	Amendment Increase (Decrease)	Recommended Amended Budget
404.343.050.30	Utility Hook Up/Connection	Adjust budget to reflect more to actual	48,400	-	50,600	-	50,600	-	50,600	99,000
404.361.011.00	Interest Earnings	Adjust budget to reflect more to actual	29,130	-	75,000	-	75,000	-	75,000	104,130
Total Wastewater Revenues & Transfers In			5,472,262	-	125,600	-	125,600	-	125,600	5,597,852
<b>Total Wastewater Fund</b>			<b>125,600</b>	<b>-</b>	<b>125,600</b>	<b>-</b>	<b>125,600</b>	<b>-</b>	<b>125,600</b>	<b>-</b>

**Fund 405 - Water Fund**

<b>Revenues:</b>										
405.343.040.30	Utility Hook Up/Connection	Adjust budget to reflect more to actual	94,440	-	42,200	-	42,200	-	42,200	136,640
405.361.011.00	Interest Earnings	Adjust budget to reflect more to actual	40,710	-	98,000	-	98,000	-	98,000	138,710
Total Water Fund Revenues & Transfers In			2,895,421	-	140,200	-	140,200	-	140,200	3,025,621

**Expenditures:**

405.10.534.091.1A.00	Water Wages Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	57,570	-	12,000	-	12,000	-	12,000	69,570
405.10.534.091.2A.00	Water Benefits Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	30,040	-	7,000	-	7,000	-	7,000	37,040
405.10.534.091.3A.00	Water Supplies Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	970	-	1,200	-	1,200	-	1,200	2,170
405.10.534.091.4A.00	Water Services Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	18,890	-	15,000	-	15,000	-	15,000	33,890
405.10.534.071.1C.00	Water Wages Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	(80,010)	-	(1,000)	-	(1,000)	-	(1,000)	(81,010)
405.10.534.071.2C.00	Water Benefits Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	(52,300)	-	(2,000)	-	(2,000)	-	(2,000)	(54,300)
405.10.534.071.4C.00	Water Services Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	(25,360)	-	(3,000)	-	(3,000)	-	(3,000)	(28,360)
Total Water Fund Expenditures			4,272,555	-	29,200	-	29,200	-	29,200	4,301,755
<b>Total for Water Fund</b>			<b>140,200</b>	<b>-</b>	<b>140,200</b>	<b>-</b>	<b>140,200</b>	<b>-</b>	<b>140,200</b>	<b>-</b>

**Fund 406 - Storm & Surface Water Fund**

<b>Revenues:</b>										
406.343.010.01	Single Family Residential	Adjust budget to reflect more to actual	246,340	-	(30,000)	-	(30,000)	-	(30,000)	216,340
406.343.010.02	Closed Non-Single Family Residential	Adjust budget to reflect more to actual	435,740	-	(50,000)	-	(50,000)	-	(50,000)	385,740
406.343.010.30	Utility Hook Up/Connection	Adjust budget to reflect more to actual	2,100	-	5,900	-	5,900	-	5,900	8,000
406.361.011.00	Interest Earnings	Adjust budget to reflect more to actual	9,570	-	17,000	-	17,000	-	17,000	26,570
Total Storm Water Fund Revenues & Transfers In			800,770	-	(57,100)	-	(57,100)	-	(57,100)	743,670

**Expenditures:**

406.06.531.091.1A.00	Storm Water Wages Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	14,450	-	3,500	-	3,500	-	3,500	17,950
406.06.531.091.2A.00	Storm Water Benefits Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	7,790	-	1,500	-	1,500	-	1,500	9,290
406.06.531.091.3A.00	Storm Water Supplies Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	250	-	400	-	400	-	400	650
406.06.531.091.4A.00	Storm Water Services Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	4,940	-	4,000	-	4,000	-	4,000	8,940
406.06.531.099.1A.00	Storm Water Wages Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	27,710	-	4,000	-	4,000	-	4,000	31,710
406.06.531.099.2A.00	Storm Water Benefits Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	16,900	-	2,010	-	2,010	-	2,010	18,910
Total Storm Water Fund Expenditures			786,526	-	15,410	-	15,410	-	15,410	801,936
<b>Total Stormwater Fund</b>			<b>(57,100)</b>	<b>-</b>	<b>(57,100)</b>	<b>-</b>	<b>(57,100)</b>	<b>-</b>	<b>(57,100)</b>	<b>(72,510)</b>

**Fund 407 - Airport Fund**

<b>Revenues:</b>										
407.344.050.00	Fuel Sales	Increase in fuel sales. Adjust budget to reflect more to actual	470,073	-	150,000	-	150,000	-	150,000	620,073
407.361.011.00	Interest Earnings	Adjust budget to reflect more to actual	3,140	-	21,000	-	21,000	-	21,000	24,140
407.389.030.04	Due to State - Sales Tax	Increased fuel sales. Adjust budget to reflect more to actual	39,032	-	12,300	-	12,300	-	12,300	51,332
Total Airport Fund Revenues & Transfers In			4,423,173	-	163,300	-	163,300	-	163,300	4,606,473

**Expenditures:**

407.09.546.091.4A.00	Airport Services Contra Offsets	Review of Contra Expense (Indirect Cost Allocation)-Reflects more to actual	21,680	-	3,950	-	3,950	-	3,950	25,630
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Fund No. and Name	Account Name	Reason for Amendment	2019		Expenditure		Revenue		Transfers		Amendment		Recommended Amended Budget
			Amended Budget	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	In	Out	Increase (Decrease)	Increase (Decrease)		
407.09.889.030.00.04	Due to State - Sales Tax	Increased fuel sales. Adjust budget to reflect more to actual	40,000	12,300	12,300	-	-	-	-	-	-	12,300	52,300
<u>Total Airport Fund Expenditures</u>			4,430,060	16,250	16,250	-	-	-	-	-	-	16,250	4,446,310
<b>Total for Airport Fund</b>			<b>183,300</b>	<b>16,250</b>	<b>16,250</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>167,050</b>	

**Fund 611 - Firemen's Pension Fund**

Expenditures:	611.36.517.020.41.00	Professional Services											
		Pension Fund Actuarial Valuation Service. Approved by Council on 10/14/19.	-	8,500	8,500	-	-	-	-	-	-	8,500	8,500
		<u>Total Firemen's Pension Fund Expenditures</u>	78,500	8,500	8,500	-	-	-	-	-	-	8,500	87,000
		<b>Total for Firemen's Pension Fund</b>	<b>78,500</b>	<b>8,500</b>	<b>8,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(8,500)</b>	
		Total Amendment for City-wide All Funds		300	153,856	300	673,713	300	519,857				

**ORDINANCE NO. 1004-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, AMENDING THE 2019 FISCAL YEAR BUDGET ADOPTED BY ORDINANCE NO. 995-B BY REVISING THE BUDGETED AMOUNTS BY A COMBINED TOTAL OF FIVE HUNDRED NINETEEN THOUSAND EIGHT HUNDRED FIFTY SEVEN (\$519,857) FOR THE GENERAL FUND, TRANSPORTATION BENEFIT DISTRICT FUND, TOURISM FUND, GENERAL OBLIGATION BOND FUND, PUBLIC FACILITIES RESERVE FUND, FIRST QUARTER REET FUND, SECOND QUARTER REET FUND, WASTEWATER FUND, WATER FUND, AIRPORT FUND, AND FIREMEN'S PENSION FUND AND DIRECTING THE FINANCE DIRECTOR TO EFFECT THE BUDGET AMENDMENTS HEREIN PROVIDED.**

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

**Section 1.** The annual budget of the city for the calendar year 2019 shall be, and the same hereby is, amended so as to increase the General Fund's revenues by \$15,000, increase appropriations by \$31,640, and increase transfers-out by \$75.

**Section 2.** The annual budget of the city for the calendar year 2019 shall be, and the same hereby is, amended so as to increase the Transportation Benefit District Fund's revenues by \$225,963 and increase appropriations by \$19,196.

**Section 3.** The annual budget of the city for the calendar year 2019 shall be, and the same hereby is, amended so as to increase the Tourism Fund's revenues by \$28,000.

**Section 4.** The annual budget of the city for the calendar year 2019 shall be, and the same hereby is, amended so as to increase the General Obligation Bond Fund's transfers in by \$300 and increase the appropriations by \$300.

**Section 5.** The annual budget of the city for the calendar year 2019 shall be, and the same hereby is, amended so as to increase the Public Facilities Reserve Fund's revenues by \$12,750 and increase appropriations by \$33,360.

**Section 6.** The annual budget of the city for the calendar year 2019 shall be, and the same hereby is, amended so as to increase the First Quarter REET Fund's transfers out by \$123.

**Section 7.** The annual budget of the city for the calendar year 2019 shall be, and the same hereby is, amended so as to increase the Second Quarter REET Fund's transfers out by \$102.

**Section 8.** The annual budget of the city for the calendar year 2019 shall be, and the same hereby is, amended so as to increase the Wastewater Fund's revenues by \$125,600.

**Section 9.** The annual budget of the city for the calendar year 2019 shall be, and the same hereby is, amended so as to increase the Water Fund's revenues by \$140,200 and increase appropriations by \$29,200.

**Section 10.** The annual budget of the city for the calendar year 2019 shall be, and the same hereby is, amended so as to decrease the Storm and Surface Water Fund's revenues by \$57,100 and increase appropriations by \$15,410.

**Section 11.** The annual budget of the city for the calendar year 2019 shall be, and the same hereby is, amended so as to increase the Airport Fund's revenues by \$183,300 and increase appropriations by \$16,250.

**Section 12.** The annual budget of the city for the calendar year 2019 shall be, and the same hereby is, amended so as to increase the Firemen's Pension Fund's appropriations by \$8,500.

**Section 13.** Attached hereto and identified as Exhibit A, in summary form, are the total of estimated revenues, transfers-in, expenditures, and transfers-out for each separate fund and the aggregate totals for all such funds combined for the city for the amended 2019 budget which shows a total estimated ending fund balance of \$17,991,770.

**PASSED** by the City Council of the City of Chehalis, Washington during a regularly scheduled open public meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and content:

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

**Exhibit "A"**  
**CITY OF CHEHALIS THIRD AMENDED 2019 BUDGET**  
**2019 BUDGET SUMMARY REVISED WITH ORDINANCE NO. 1004-B**

FUND NO.	FUND NAME	BEGINNING CASH	REVENUES	TRANSFERS IN	EXPENDITURES	TRANSFERS OUT	ESTIMATED ENDING CASH	CASH BALANCE CHANGE FROM BEGINNING TO ENDING	ENDING CASH % CHANGE
001	General Fund	\$ 1,804,282	\$ 10,058,662	\$ 80,000	\$ 10,298,654	\$ 870,554	\$ 773,716	\$ (1,030,546)	-57.1%
003	Dedicated Street Fund	163,772	710	198,808	172,520	-	190,770	26,998	16.5%
004	Building Abatement Fund	101,209	330	80,000	-	80,000	101,539	330	0.3%
102	Arterial Street Fund	125,142	165,504	-	170,218	5,432	114,996	(10,146)	-8.1%
103	Transportation Benefit District Fund	1,110,158	1,218,481	-	1,194,196	-	1,134,443	24,285	2.2%
107	Tourism Fund	363,943	253,985	-	223,435	182,000	212,493	(151,450)	-41.6%
110	Compensated Absences Reserve Fund	93,841	1,850	100,000	-	-	195,691	101,850	108.5%
195	Community Development Block Grant Fund	24,190	-	1,000	1,000	-	24,190	-	0.0%
197	HUD Block Grant Fund	86,259	1,420	-	1,000	-	86,679	420	0.5%
200	2011 General Obligation Bond Fund	1	-	99,863	99,863	-	1	-	0.0%
301	Public Facilities Reserve Fund	339,638	3,989,594	471,432	4,498,968	-	301,696	(37,942)	-11.2%
302	Automotive/Equipment Reserve Fund	94,311	230	181,780	81,780	-	194,541	100,230	106.3%
305	First Quarter REET Fund	62,712	106,280	-	-	40,944	128,048	65,336	104.2%
306	Second Quarter REET Fund	71,769	106,470	-	-	33,953	144,286	72,517	101.0%
402	Garbage Fund	7,706	6,745	-	7,252	-	7,199	(507)	-6.6%
404	Wastewater Fund	5,112,880	5,597,862	-	5,894,863	-	4,815,879	(297,001)	-5.8%
405	Water Fund	7,437,091	3,026,621	-	4,301,755	-	6,161,957	(1,275,134)	-17.1%
406	Storm and Surface Water Fund	1,264,662	743,670	-	801,936	-	1,206,396	(58,266)	-4.6%
407	Airport Fund	1,051,418	4,606,473	-	4,446,310	-	1,211,581	160,163	15.2%
611	Firemen's Pension Fund	877,319	191,236	-	87,000	-	981,555	104,236	11.9%
633*	Agency Fund	4,114	360,000	-	360,000	-	4,114	-	0.0%
<b>TOTALS</b>		<b>\$ 20,196,397</b>	<b>\$ 30,436,123</b>	<b>\$ 1,212,883</b>	<b>\$ 32,640,750</b>	<b>\$ 1,212,883</b>	<b>\$ 17,991,770</b>	<b>\$ (2,204,627)</b>	<b>-10.9%</b>

\*Fund 633 is an Agency Fund which the city holds funds as a custodian for a period of time. This money does not belong to the City.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Trent J. Lougheed, P.E., Public Works Director  
Tammy Baraconi, Planning and Building Manager

**MEETING OF:** December 9, 2019

**SUBJECT:** Ordinance No. 1005-B, First Reading – Vacating Alleyway at the Corner of SW Chehalis Avenue and W Main Street

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**ISSUE**

As directed by City Council at the November 25 public hearing, staff has prepared an ordinance for first reading to vacate the alleyway at the corner of SW Chehalis Avenue and W Main Street.

**BACKGROUND**

On September 19, 2019, Brent Daniels, on behalf of Darigold, Inc., submitted a complete application for the vacation of the alley located adjacent to their property at 423 W Main Street and 1 SW Chehalis Avenue.

The Chehalis Development Review Committee reviewed the proposal on September 26, 2019, and recommended approval of the application to the City Council.

Resolution No. 15-2019 established the public hearing date of November 25, 2019, before the City Council and notice was published in the Chronicle, mailed to adjacent property owners and distributed to other interested parties a minimum of ten (10) days prior to the public hearing.

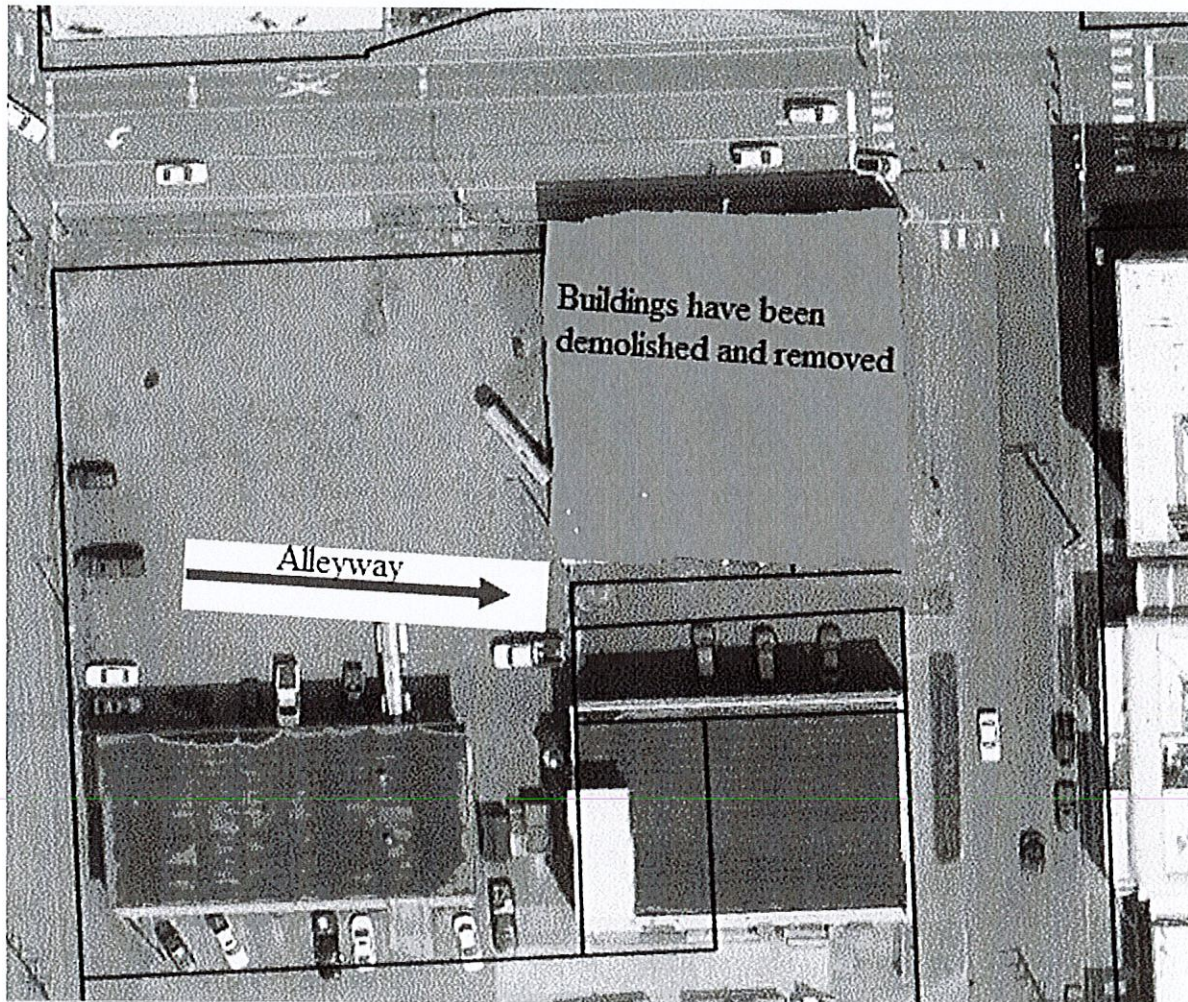
On November 25, 2019, after holding a public hearing, the City Council instructed staff to create an ordinance and present it for first reading at the December 9, 2019 meeting.

**DISCUSSION**

The Chehalis Development Review Committee (DRC) reviewed the initial proposal on September 26, 2019. There is a stormwater pipe located in the alley right-of-way that used to drain stormwater from the buildings that used to be located on the corner of SW Chehalis Avenue and W Main Street. These buildings were demolished this past summer. The stormwater pipe is part of Darigold's onsite stormwater management system.



Darigold owns all the surrounding parcels and therefore representative Brent Daniels is the only person who signed the application. The westerly portion of this alleyway was vacated in 1983.



### **FISCAL IMPACT**

If approved, the vacationing party shall be responsible to compensate the City based on the appraised value of \$8,200. Payments received by the City will be deposited in General Fund 001.395.010.00.

If denied, no fiscal impact.

### **RECOMMENDATION**

It is recommended that the City Council approve the first reading of the ordinance vacating the alleyway at the corner of SW Chehalis Avenue and W Main Street.

### **SUGGESTED MOTION**

I move that the City Council pass Ordinance No. 1005-B on first reading.

**ORDINANCE NO. 1005-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, PROVIDING FOR THE VACATION OF A PORTION OF AN ALLEY RIGHT-OF-WAY SITUATE IN THE CITY OF CHEHALIS; AND PROVIDING EFFECTIVE DATE OF VACATION SUBJECT TO COMPENSATION TO THE CITY OF CHEHALIS FOR VALUE OF THE VACATED ALLEY.**

**WHEREAS**, the City of Chehalis, Washington, has received a petition signed by owners of the property abutting a portion of the alley described, located within the City of Chehalis, Washington, requesting that the same be vacated; and

**WHEREAS**, on July 27, 2017 an application and petition for the vacation of public property was received; and

**WHEREAS**, in conformity with the legal requirements pursuant to Chehalis Municipal Code 12.32 Street and Alley Vacations and RCW 35.79.010, the Chehalis City Council at a regularly scheduled meeting did adopt Resolution No. 15-2019, setting a public hearing regarding this proposed vacation on November 25, 2019; and

**WHEREAS**, the City Council of the City of Chehalis held a public hearing to consider said petition on the 25th day of November, 2019, after due notice to the owners of all property abutting and adjacent to the area identified in said petition as required by law; and

**WHEREAS**, the City Council of the City of Chehalis, Washington, has considered all matters presented at the public hearing on the proposed vacation on November 25, 2019, hearing no objection to this vacation, and does hereby find that the vacation of said property is appropriate and that the transfer of property at issue in this matter in the manner set forth below is in best interests of the public.

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

**Section 1.** The City vacates that portion of alley, located within the City of Chehalis, Washington, legally described as

THAT PORTION OF THE PLATTED ALLEY IN BLOCK 10 OF ELIZA BARRETT'S ADDITION TO THE CITY OF CHEHALIS, Sec32-T14N-R2W WM LEWIS COUNTY, WASHINGTON.

subject to the conditions set forth in Section 2 of this Ordinance.



**Section 2.** The vacation shall be effective upon payment to the City of Chehalis, within 90 days of the date hereof, by the owner of property or assignee adjacent thereto and to be benefited by the vacation, in the amount of \$8,200.00, which represents full appraised value of the net amount (1,206 square feet) of right-of-way to be vacated.

This Ordinance shall be in full force and effect thirty (30) days after publication as required by law. If the condition of transfer as stated in Section 3 is not completed within ninety (90) days of the effective date of this Ordinance, this Ordinance shall be null and void.

**PASSED** by the City Council of the City of Chehalis, Washington during a regularly scheduled open public meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and content:

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

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Melody Guenther, Court Administrator

**MEETING OF:** December 9, 2019

**SUBJECT:** Contract for Indigent Defense Services and Grant Agreement for Improvement of Public Defense Services

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**ISSUE**

The City is required to provide legal representation to those that cannot afford their own attorneys consistent with the U.S. Constitution. In order to do this, the City currently contracts with two private defense attorneys to represent those who are classified as indigent. The current contract has been in effect since 2015 and needs to be updated for 2020 to reflect a new fee schedule and requirements related to a grant the City has been awarded for the purpose of improving the delivery of public defense services.

**GRANT CONDITONS**

The City entered into the current contract for indigent defense services with two local attorneys in 2015 and the contract has been extended year to year by agreement of the parties with no changes in compensation or applicable terms. In preparation for 2020, both attorneys approached the City and requested additional compensation for the provision of public defense services. In consideration of this request and the City's limited resources, Court staff applied for a competitive state grant funds administered through the Washington State Office of Public Defense (OPD) for the purpose of improving delivery of public defense funds.

The City has been selected as a recipient of this grant for the 2020-2021 calendar years. The total amount awarded is \$20,000.00 to be distributed in two equal payments: one-half for use in 2020 and one-half for use in 2021. Per the grant requirements, funds shall be used for any of the following purposes:

- Interpreter services for attorney-client communications
- Increased public defense attorney compensation
- Public defense training
- Investigation services
- Expert witnesses

The grant cannot be used to supplant local funds being spent on public defense services prior to receiving the grant. The City is responsible for continuing to pay at least the same amount for public defense services as it did prior to receiving the grant funds. The City may re-apply for this grant in 2021 for another two (2) year period.

### **PROPOSED REVISIONS TO CURRENT CONTRACT FOR 2020-2021**

The current contract incorporates the public defense standards per City of Chehalis Resolution No. 8-2014 that was adopted to comply with RCW 10.101.130. Section 3 of this resolution recognizes the need for periodic review of the public defense standards to evaluate if the standards and the contract need updated.

The key revisions to the new indigent defense services contract for 2020-2021 include:

- Updated contract preamble to reference grant compliance requirements
- Attorneys to provide proof of annual attendance of at least seven (7) hours of training approved by the Washington State Office of Public Defense (OPD) in the area of public defense
- Compensation increase
  - \$150.00 to \$180.00 per case assignment
  - \$225.00 to \$240.00 per Domestic Violence (DV) case assignments
  - \$150.00 to \$225.00 per day for arraignment/standby counsel at the jail
- Compensation increase to be contingent on receipt of grant funding for the term of the contract
- Establish compensation for conflict attorneys to be paid at the same rate as contract attorneys
- 2-year agreement

Substantive changes from the current contract are highlighted in the proposed agreement for 2020-2021, which is attached to this report. The rates proposed in the new contract provide for an increase in compensation comparable to the rates paid in other local jurisdictions as noted below.

**Summary of Indigent Defense Pay Schedules in Lewis County**

Indigent Defense Pay Schedule	Chehalis current	Chehalis proposed	Centralia	Lewis County District		
				Court	Napavine	Winlock
Criminal Case	\$150.00	\$180.00	\$150.00	\$240.00	\$180.00	\$180.00
DUI and DV case	\$225.00	\$240.00	\$225.00	\$240.00	\$180.00	\$180.00
Arraignment/ Stand-by counsel/Jail	\$150/per day	\$225.00/per day	\$300/per day			

As noted above, the 2020-2021 contract has a provision that compensation will only be increased if grant funding is received during the term of the contract. The City's current public defense attorneys, Lewis Zieske, Jr. and Joseph Enbody, have indicated in writing that they are willing to provide services under the terms proposed in the new contract.

**FISCAL IMPACT**

Based on a two-year average of case assignments of 241 criminal cases and 60 DUI and DV cases, the compensation increase for the contract would total \$12,030.00 per year as follows:

- \$7,230.00 for criminal case assignments
- \$900.00 for DUI and Domestic Violence case assignments
- \$3,900.00 for arraignment/standby counsel at the jail

The grant award of \$10,000 per year would be used to offset the increased compensation with the balance of \$2,030.00 to be paid by the City. There should be adequate funds to cover this small increase in the line item for public defense services as budgeted in 2020.

**RECOMMENDATION**

It is recommended that the City Council approve the Contract for Indigent Defense Services and authorize the City Manager to sign the contract. It is also recommended the City Council authorize the City Manager to sign the Grant Agreement for Improvement of Public Defense Services.

**SUGGESTED MOTION**

I move that the City Council approve the Contract for Indigent Defense Services and authorize the City Manager to sign the contract. I further move that the City Council authorize the City Manager to sign the Grant Agreement for Improvement of Public Defense Services.

## CONTRACT FOR INDIGENT DEFENSE SERVICES

**WHEREAS**, the City of Chehalis, Washington (hereinafter “City”) provides public defense services pursuant to contract with attorneys practicing as public defenders (“Public Defender”), and

**WHEREAS**, a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled *Wilbur, et al v. Mt. Vernon, et al* (hereinafter the “Decision”) emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City’s obligations under the Sixth and Fourteenth Amendments to the United States Constitution, and

**WHEREAS**, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting system, and

**WHEREAS**, the City has conducted an evaluation of its public defense system, including the court system and appointment process, and

**WHEREAS**, the City has amended its contract to bring it into compliance with the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City in Resolution No. 8-2014, and

**WHEREAS**, the City periodically applies for grant funding through the Washington State Office of Public Defense pursuant to RCW 10.101, which may allow a corresponding increase in compensation to contracted indigent defense counsel, public defense training, interpreter services, investigation services, and expert witnesses, and

**WHEREAS**, award of grant funds through the Washington State Office of Public Defense requires the City recipient to meet the WSBA Standards for Indigent Defense to receive said grant award, and it is the desire of the parties to memorialize adherence to those conditions for increased funding within its own contract.

**NOW THEREFORE**, In consideration of the mutual benefits to be derived and the promises contained herein, the City of Chehalis, Washington, a municipal corporation (“City”) and the individual Public Defender(s) who perform services under this contract (the “Public Defender”) have entered into this Agreement.

**1. Scope of Services, Standards and Warranties.** The Public Defender will provide indigent defense services in misdemeanor and gross misdemeanor cases in accordance with the standards adopted by the City in Resolution No. 8-2014 as the same exists or is hereafter amended (hereinafter “Standards”) and the Decision. The Public Defender individually warrants that he/she, and every Public Defender and/or intern employed by the Public Defender to perform services under this contract, has read and is fully familiar with the provisions of the Standards adopted by



the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement.

1.1 The Public Defender, and every attorney and/or intern performing services under this Agreement shall certify compliance with Supreme Court Rule and governing case load quarterly with the Chehalis Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender and every attorney and/or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 Public Defender will maintain records documenting all work performed on each assigned case. Public Defender will maintain and provide to the City a quarterly report detailing:

1.2.1 The number of cases assigned during the period on monthly billing statements.

1.3 The Public Defender further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Decision and Standards except as provided in Section 2.4 below.

1.4 The Public Defender promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

1.5 The Public Defender will show proof of annual attendance of at least seven (7) hours of criminal defense training approved by the Washington State Office of Public Defense (OPD).

**2. Compensation.** Effective January 1, 2020 and conditioned on the award of State Public Defense Grant Funds for the terms of this agreement, the City shall pay to the Public Defender for services rendered under this Contract the sum of One Hundred Eighty and 00/100 Dollars (\$180.00) per case for years 2020 and 2021. **If the City does not receive an award of grant funds as stated above for term of this agreement, the City shall pay to the Public Defender for services rendered under this Contract the sum of one hundred fifty and 00/100 Dollars (\$150.00) per case.** Cases involving a single incident and offense date will be treated as one case regardless of the number of charges or citations filed.

The Public Defense Fee Schedule is incorporated herein as attached **Exhibit C** hereto.

Representing and advising a criminal defendant accused of either a misdemeanor or gross misdemeanor offense through all states including pre-trial release, pre-trial hearings, suppression hearings, change of plea and sentencing. The public defender may request additional



compensation on a case when circumstances warrant additional payment as determined by the presiding judge. The public defender's representation terminates upon entry of a Judgment and Sentence or withdrawal order. If a defendant has failed to appear in court as ordered and at least six (6) months have elapsed there from without the defendant having appeared in court, the public defender representation shall continue and the case shall be treated as a new appointment.

The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.4 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.5 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience.

The public defender shall provide to the City a Statement of Services describing the number of cases assigned. The public defender may submit cases for payment in the month of the appointment. Such invoices shall be submitted to the City no later than the 5<sup>th</sup> of the month. If the public defender withdraws prior to completion of the case, then the public defender will reimburse the City for amounts previously paid. Checks issued as payment to the public defender shall be processed in the 1<sup>st</sup> invoice run of the month as long as invoices are submitted in a timely manner as noted above.

The City will issue payment monthly for all services provided by the public defender. Payment shall be made directly to the public defender.

Notwithstanding any other terms or provisions contained in this contract to the contrary, contractor shall not be required to accept, and contractor shall decline to accept, an appointment under this contract if the particular appointment would in the sole opinion of the contract attorney, create a conflict of interest for contractor or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. In the event a conflict of interest arises subsequent to the contractor receiving an appointment under this contract, contractor shall immediately notify the court or the court's designee of the conflict of interest and the court shall appoint another attorney at the city's expense. The attorney appointed by the court as a result of the conflict shall be compensated at the same rate as the public defender under terms outlined herein.

2.1 **Case Counts.** Based upon case counts maintained by Public Defender and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately four hundred ( 400 ) cases per year. As provided in the Supreme Court Standards, the case counts also include the Public Defender's appearance at arraignment calendars and status conferences if appointed as counsel. The terms "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City adopts an unweighted case count.

2.2 **Adjustment; Internal Allocation.** As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the Public Defender's request, the

City shall review any particular case with the Public Defender to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed annually on or about June 30th each year.

2.3 **Base Compensation.** Except as expressly provided in Section 2.4, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.4 **Payments in Addition to the Base Compensation.** The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

2.4.1 **Discovery.** Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorneys making any charge or court files pertaining to the underlying case.

2.4.2 **Preauthorized Expenses.** Case expenses may be requested by the Public Defender and preauthorized by order of the Court. Unless the services are performed by Public Defender's staff or subcontractors, such expenses include, but are not limited to:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) interpreters;
- (v) polygraph, forensic and other scientific tests;
- (vi) unusually extensive computerized legal research; and
- (vii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2.4.3 **Lay Witness Fees.** Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

2.4.4 **Copying Clients' Files.** The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

2.4.5 **Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals.** The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies;



2.4.6 **Records.** To the extent such materials are not provided through discovery, medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and

2.4.7 **Process Service.** The normal, reasonable cost for the service of a subpoena.

2.5 **Review and Renegotiation.**

2.5.1 **Due to Increases or Decreases in Case Load.** The City and the Public Defender shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. Significant “decrease” shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are estimated to approach or exceed four hundred forty (440) cases per year or one hundred ten (110) cases per quarter, the parties may renegotiate this contract to increase case coverage and compensation to Public Defender. At the request of either party, the City and Public Defender will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. Public Defender shall promptly notify the City when quarterly caseloads can reasonably be anticipated to require use of overflow or conflict counsel to assure that cases assigned to Public Defender remain within the limits adopted in this contract and comply with state and local standards.

2.5.2 **Renegotiation Due to Change in Rule or Standard.** This contract may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Resolution.

3. **Term.** The term of this agreement shall be from the date of execution for a two (2) year initial term through December 31, 2021, unless sooner terminated as provided herein. The Agreement may be extended for a two (2) year term at the mutual agreement of the parties. Re-openers of the contract will be considered after July of 2021.

3.1 **Termination For Cause.** This agreement may be terminated for good cause for violation of any material term of this agreement. “Material term” shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Public Defender providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City’s discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 **Termination Without Cause.** This agreement may be terminated upon ninety (90) days written notice by either party.

3.3 **Obligations survive Termination.** In the event of termination of this agreement, the following obligations shall survive and continue:

3.3.1 **Representation.** The compensation established in this agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in the event this agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level.

3.3.2 The provisions of sections 1 and 5 survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.4 with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. **Nondiscrimination.** Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

5. **Indemnification.** The Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, and including claims by Public Defender's own employees to which Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Public Defender, his/her officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify the Public Defender, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. **Insurance.** The Public Defender shall maintain malpractice insurance during the entire period of the contract and shall provide proof of such insurance to the city.



7. **Personal Services, no Subcontracting.** This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Public Defender has personally signed this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Public Defender without the express written consent of the City shall be void.

8. **Complaint Process.** Contractor will establish a procedure for promptly responding to complaints regarding the performance of any attorney(s) under this contract. The complaining client should be informed as to the disposition of the complaint within one week. If after utilizing the contractor's complaint procedure, the client states he or she continues to have a complaint, then the contractor shall provide the client with the City of Chehalis contact information so the client may pursue the complaint. (Exhibit B)

9. **Retention of Case Records.** Contactor shall compile and maintain appropriate case records for each person whom contractor is appointed to represent consistent with the WSBA Guide to Best Practices for Client File Retention and Management. Contractor shall retain such records in their entirety for a period of no less than three (3) years from the date on which the case or matter is fully and finally concluded or for any other time period specified under applicable court rule or statute, whichever date/event occurs last.

10. **Provide Notice of WSBA Disciplinary Proceedings.** The contractor will immediately report any formal disciplinary proceeding and/or admonishment, censure, or any other formal discipline by the Washington State Bar Association or by another state or jurisdiction or court to the City Contract Manager. If the circumstances underlying such matters negatively reflect on the contractor's duty and ability to effectively and competently render legal services under this contract, it is grounds for termination of this contract. Suspension or disbarment is grounds for immediately suspension and/or termination of this contract.

11. **Immigration Consequences and Research.** Contractor will, in appropriate circumstances, consult with a state funded Washington Defender Immigration Project Resource Attorney or another immigration attorney to determine the potential immigration consequences of a noncitizen client being charged with a criminal offense.

12. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender. An additional attorney may be added to this Agreement by adding his or her signature to these agreements.

13. **Entire Agreement; Prior Agreement Superseded.** The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

**14. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

**CITY CONTRACT ADMINISTRATOR:**

City Manager  
City of Chehalis  
350 N. Market Blvd., Rm. 101  
Chehalis, WA 98532

**PUBLIC DEFENDERS:**

Lewis H. Zieske, Jr.  
Attorney at Law  
PO Box 566  
Chehalis, WA 98532

Joseph O. Enbody  
ENBODY DUGAW & ENBODY  
PO Box 855  
Centralia, WA 98531

**15. Nonwaiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

**16. Resolutions of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Contract Administrator, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal/District Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorney's fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Courts as applicable. Venue for an action arising out of this Agreement shall be in Lewis County.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF CHEHALIS**

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_  
City Attorney

**PUBLIC DEFENDER**

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT A**

The undersigned Attorneys hereby personally warrants and certifies that as a condition of their performance of this Agreement on behalf of the Public Defender, they will commit to providing the services under this Agreement in accordance with the Standards set forth in sections 1, 4, and 7, and that the Attorney's personal warranty of that performance shall survive the Agreement.

\_\_\_\_\_  
ATTORNEY: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
ATTORNEY: \_\_\_\_\_  
Print Name

## EXHIBIT B

### CITY OF CHEHALIS PUBLIC DEFENDER COMPLAINT PROCEDURE

#### Policy

It is the policy of The City of Chehalis to address client complaints in an efficient, timely, and courteous manner. The following procedures are established for clients alleging complaints against the public defender assigned to the client's case. For purposes of this policy, the grieving client is referred to as the complainant.

#### Procedure

##### **Written Complaint**

Any client alleging a complaint against the public defender attorney assigned to the client's case shall complete a Public Defender Feedback Form (see exhibit A), and submit it to the City of Chehalis Court Administrator. The Court Administrator will then refer the complaint to the City Manager. Complaints are accepted only from the client or by an individual that has the legal authority to act on behalf of the client.

##### **Action on Receipt of Written Complaint**

Upon receipt of a signed, written complaint against a public defender, the City Manager shall take the following actions:

- a) Provide the respondent attorney with a complete copy of the complaint and follow up statement, if any;
- b) Carefully review the complaint; and
- c) Determine if further investigation or action is necessary to address the complaint.

In addition, the City Manager may choose to contact the complainant (either in person or via telephone) for the purpose of obtaining further clarification regarding the facts alleged.

##### **Decision by City Manager**

Following the Action on Receipt of Written Complaint, the City Manager shall make an initial decision regarding action, if any, to be taken by the respondent attorney and shall, thereafter, advise the complainant of the decision.

Questions about this policy should be directed to the Court Administrator at the following address:

City of Chehalis  
Municipal Court Administrator  
350 N. Market Blvd., Rm. 105  
Chehalis, WA 98532  
360-345-1025

## Appointment of Alternate Court Appointed Attorney

If you wish to be appointed an alternate court appointed attorney, you will need to ask the judge for a different attorney. The decision whether to grant an alternate court appointed attorney is the judge's decision. If you communicate your request to your current court appointed public defender, they may make that request in court on your behalf.



Exhibit A



CITY OF CHEHALIS

PUBLIC DEFENDER CLIENT FEEDBACK FORM

If you wish to provide comments or discuss concerns regarding your public defender, please complete this form and submit the completed form to the Chehalis Municipal Court Administrator's office located at 350 N. Market Blvd., Rm. 105, Chehalis, WA 98532. Your completed form will be forwarded to the Chehalis City Manager for investigation. This form will not be provided to the judge. This form is only for comments or concerns about public defenders. Do not use this form to complain about a private attorney, judge, police officer or prosecutor. Only the defendant may provide feedback regarding public defenders. The City of Chehalis does not accept anonymous complaints.

The City of Chehalis Public Defender is provided pursuant to a Professional Services Agreement that requires compliance with Rules of Conduct established by the Washington State Bar Association as adopted by the Supreme Court of the State of Washington. The City of Chehalis is interested in the performance of the Public Defender. You may request a copy of the Public Defender Complaint Procedure at the Municipal Court Administrator's office located at 350 N. Market Blvd, Rm. 105, Chehalis, WA.

**IMPORTANT:** If you wish to be appointed an alternate court appointed attorney, you will need to ask the judge for a different attorney. If you communicate your request to your current court appointed public defender, they may make that request in court on your behalf. The decision whether to grant an alternate court appointed attorney is the judge's decision.

Your Name: \_\_\_\_\_ e-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Attorney's Name: \_\_\_\_\_

Cause No./Citation No(s): \_\_\_\_\_

How would you prefer to be contacted? \_\_\_ Phone \_\_\_ e-mail Mailing Address: \_\_\_\_\_



## EXHIBIT C

### Public Defense Fee Schedule 2020 – 2021

- Criminal case involving a single incident and offense date - \$180.00
- DUI or DV case –\$240.00
- Jury trial – \$750.00; jury trials begin upon empaneling a jury
- Bench trial – \$375.00; bench trials begin upon opening statements
- Filed Suppression Motion – \$150.00
- Suppression hearing – \$150.00
- Sentence Compliance and Review Hearings - \$75.00 (may include multiples cases if they are all appointed at the same time)
- Arraignment/standby counsel - \$112.50 per day
- Arraignment/standby counsel/jail – \$225.00 per day
- Appeals - \$65.00 per hour up to a maximum of \$1,500.00 exclusive of costs, unless a greater amount is approved by the Court. Verified hourly billings under penalty of perjury must be presented upon completion prior to payment being made.

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<p><b>1. Grantee</b>                  City of Chehalis                  350 N Market Blvd, Rm 105                  Chehalis, WA 98532</p>	<p><b>2. Grantee Representative</b>                  Melody Guenther                  Court Administrator                  350 N Market Blvd, Rm 105                  Chehalis, WA 98532</p>
<p><b>3. Office of Public Defense (OPD)</b>                  711 Capitol Way South, Suite 106                  PO Box 40957                  Olympia, WA 98504-0957</p>	<p><b>4. OPD Representative</b>                  Katrin Johnson                  Managing Attorney                  Office of Public Defense                  711 Capitol Way South, Suite 106                  PO Box 40957                  Olympia, WA 98504-0957</p>
<p><b>5. Grant Amount</b>                  \$20,000.00</p>	<p><b>6. Grant Period</b>                  January 1, 2020 through December 31, 2021</p>
<p><b>7. Grant Purpose</b>                  The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. (See Chapter 10.101 RCW.)</p>	
<p>The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start January 1, 2020 and end December 31, 2021. The rights and obligations of both parties to this Grant are governed by this Grant Agreement and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant Agreement, General Terms and Conditions of City Grant Agreement, and Exhibits A, B, and C.</p>	
<p><b>FOR THE GRANTEE</b></p> <hr/> <p>Name, Title</p> <hr/> <p>Date</p>	<p><b>FOR OPD</b></p> <hr/> <p>Joanne I. Moore, Director</p> <hr/> <p>Date</p>

## SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

### 1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Grant.

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Grant.
- b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

### 2. GRANT AWARD AMOUNT

The Grantee is awarded twenty thousand and 00/100 Dollars (\$20,000.00) to be used for the purpose(s) described in the USE OF GRANT FUNDS below. One-half of the award amount shall be disbursed to Grantee in January, 2020 for use during calendar year 2020. The remaining one-half shall be disbursed to Grantee in January, 2021 for use during calendar year 2021.

### 3. PROHIBITED USE OF GRANT FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)

- a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- b. Grant funds cannot be spent on purely administrative functions or billing costs.
- c. Grant funds cannot be used for cost allocation.
- d. Grants funds cannot be used for indigency screening costs.
- e. Grant funds cannot be used for city or court technology systems or administrative equipment.
- f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.

### 4. USE OF GRANT FUNDS

- a. Grantee agrees to use the grant funds for the following:
  - i. Interpreter services for attorney-client communications,
  - ii. Increased public defense attorney compensation,
  - iii. Public defense training,
  - iv. Investigation services, and
  - v. Expert witnesses.
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above.
- c. Grantee agrees to use the first disbursement of funds in calendar year 2020, and the second disbursement of funds in calendar year 2021. If Grantee is unable to use the funds in the year for which the funds are disbursed, the Grantee agrees to notify OPD to determine what action needs to be taken.
- d. Grantee agrees to deposit the grant check within fourteen days of receipt.

**5. OVERSIGHT**

- a. Grantee agrees to submit written reports to OPD. The first report shall be submitted to OPD no later than June 1, 2020 using the template found in Exhibit A. The second report shall be submitted to OPD no later than December 1, 2020 using the template found in Exhibit B. The third report shall be submitted to OPD no later than June 1, 2021 using the template found in Exhibit C. Where indicated, reports must be submitted along with the Grantee City's public defense attorneys' contracts, certifications of compliance, and other required documentation.
- b. Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city representatives.

**6. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions Of the City Grant
- General Terms and Conditions of the City Grant

## GENERAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. **ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

2. **AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

6. **CONFORMANCE**

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.

10. **LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

**11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.

**12. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of the Grant, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

**13. RECORDS MAINTENANCE**

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

**14. RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

**15. SEVERABILITY**

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

**16. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing.



Exhibit A

Washington State Office of Public Defense  
 Public Defense Improvement Program  
 City Grant Report #1

*All City grant recipients are required to submit a completed copy of this report, along with corresponding documentation, to the Washington State Office of Public Defense by June 1, 2020.*

City: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Section I: Public Defense Expenditures/Budget**

1.1 In 2019, the city paid indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
<b>Total</b>	\$	\$	\$

1.2 For 2020, the city has *budgeted* indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
<b>Total</b>	\$	\$	\$

1.3 What amount of the 2020 state grant funds has been spent so far? \_\_\_\_\_ \$

**Section II: Case Assignments**

2.1 In 2019, attorneys providing indigent defense representation had the following caseloads:

*Fill in section 2.1(a) if the city has a public defender agency or contracts with a county public defender agency or non-profit public defense firm. Fill in section 2.1(b) for list appointments or contracts with private attorneys.*

**a. Cities using public defender agencies.**

Number of cases assigned to public defender agency (not including conflict counsel): \_\_\_\_\_

Number of probation violations and other miscellaneous post sentencing hearings assigned: \_\_\_\_\_

Number of full-time-equivalent public defenders: \_\_\_\_\_

Average per-attorney caseload, if available: \_\_\_\_\_

**b. Cities using list appointments or contracts with private firms.**

Number of cases assigned to public defense attorneys: \_\_\_\_\_

Number of probation violations and other miscellaneous post sentencing hearings assigned: \_\_\_\_\_

Number of attorneys with public defense contracts or on court's appointment list: \_\_\_\_\_

### Section III: Grant Funds

<b>3.1</b> Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i> ):	
<b>3.2</b> Description of How Grant Funds Have Been Used to Date:	
<b>3.3</b> Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable):	
<b>3.4</b> Description of Impact State Funds Have Had on Local Public Defense Services:	

### Section IV: Attachments and Tables

- 4.1 If the city has public defense contracts, fill out the Table of Public Defense Contracts (*Table I*), and provide a copy of each *current contract* in alphabetical order by attorney name. If possible, please provide scanned copies of contracts, by CD or email attachment. Failure to provide current contracts could result in an incomplete report.
  
- 4.2 If the court appoints public defense attorneys from a list, provide the name of each attorney and the compensation paid per case or per hour in the Table of List-Appointed Public Defense Attorneys (*Table II*).
  
- 4.3 If the City has adopted any new public defense policies, ordinances, or resolutions within the last year, please attach them to this report.
  
- 4.4 Provide copies of attorneys' 2020 second quarter Certificates of Compliance.





Exhibit B

Washington State Office of Public Defense  
 Public Defense Improvement Program  
 City Grant Report #2

*All City grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by December 1, 2020. Failure to timely submit this report could delay disbursement of 2021 grant funds.*

City:	
-------	--

Report Date:	
--------------	--

Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. As of the date of this report, the city has paid indigent defense expenses as follows in 2020:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

Will all 2020 grant funds be expended by the end of the calendar year?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

<p><b>2. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>);</b></p>	
<p><b>3. Description of How Grant Funds Have Been Used in 2020:</b></p>	
<p><b>4. Plans for 2021 Grant Funds:</b></p>	
<p><b>5. Description of Impact State Funds Have Had on Local Public Defense Services</b></p>	

Exhibit C

Washington State Office of Public Defense  
 Public Defense Improvement Program  
 City Grant Report #3

All City grant recipients are required to submit a completed copy of this report, along with all public defense attorneys' 2021 quarterly Certificates of Compliance to the Washington State Office of Public Defense by June 1, 2021.

City:	
Report Date:	
Contact - Name/Title:	
Email:	
Phone:	
Address:	

1. For 2021, the city has *budgeted* indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

2. What amount of the 2021 state grant funds has been spent so far? \$ \_\_\_\_\_



<p><b>3. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>)</b></p>	
<p><b>4. Description of How Grant Funds Have Been Used to Date:</b></p>	
<p><b>5. Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable)</b></p>	
<p><b>6. Description of Impact State Funds Have Had on Local Public Defense Services</b></p>	

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council  
**FROM:** Jill Anderson, City Manager  
**MEETING OF:** December 9, 2019  
**SUBJECT:** Strategic Plan Update

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**ISSUE**

This item has been scheduled to provide an update on the City's strategic plan.

**DISCUSSION**

In September, the City Council met with the City Manager and the Management Team to update the strategic plan developed in January 2018, so that limited resources continue to be directed toward the City's highest priorities consistent with its mission and responsibility as a municipal government. At that time, the City's mission statement, three-year goals, and core values were reaffirmed.

**MISSION STATEMENT**

*While honoring the past and preparing for the future,  
the City of Chehalis provides municipal services and programs  
for the benefit of residents, businesses and visitors in our community.*

**THREE-YEAR GOALS**

2018-2021 (not in priority order)

- ***Maintain*** and enhance financial stability
- ***Enhance*** and modernize technology
- ***Increase*** and optimize staffing levels
- ***Improve*** and maintain the infrastructure
- ***Enhance*** and maintain facilities  
(Recreation Park, Dispatch Center, Fire Station)

### **CORE VALUES**

(Not in priority order)

- *Ethical Behavior*
- *Honesty Integrity*
- *Professionalism*
- *Reliability*
- *Dedication and Hard Work*
- *Collaboration and Teamwork*
- *Service to Community*

During the September update, the following vision statement was developed:

### **VISION STATEMENT**

*The City of Chehalis will be a thriving community  
for current and future generations to call home for a day or a lifetime.*

For each goal, specific, measurable objectives have been established for the six-month planning period. This presentation has been scheduled to report on the progress being made toward accomplishing those goals which are driven by the desire to maintain and improve services while using public resources effectively. The reports provide the City Council and staff an opportunity to monitor progress, as well as revise objectives and timelines as conditions warrant. The City's next strategic planning session is scheduled for May 14, 2020.

### **RECOMMENDATION**

This is an informational item and no action is needed at this time.

### **SUGGESTED MOTION**

There is no motion needed.