

# IMPORTANT NOTICE

Federal, state, and local declarations of emergency have been proclaimed relating to COVID-19, and the World Health Organization declared COVID-19 a global pandemic.

The Chehalis City Council wishes to do its part to implement social distancing and slow the transmission rate of the virus, while still meeting the requirements of the Open Public Meetings Act RCW 42.30.

Citizens are ***strongly encouraged*** to participate and view the March 23, 2020, Chehalis City Council meeting by live streaming the meeting through the following link:

<https://media.avcaptureall.com/session.html?sessionid=7def2b8d-f6ec-4799-bb04-40dc52324a48&prefilter=258,1189>

Citizens wishing to provide public comments in general and on agenda items must submit comments by 2:00 pm on the day of the meeting. All comments received will be read by the Mayor under the Citizens Business portion of the meeting agenda. Please use the following form to submit comments – <https://www.ci.chehalis.wa.us/contact>.

If you must attend the meeting in person, social distancing and hygiene practices will be in place, which may mean limiting the number of people in the room.

If you have any questions about live streaming the meeting or submitting a comment, please contact City Clerk Caryn Foley at [cfoley@ci.chehalis.wa.us](mailto:cfoley@ci.chehalis.wa.us) or 360-345-1042.

**The City truly appreciates the community's cooperation  
and patience during this challenging time.**

# CHEHALIS CITY COUNCIL AGENDA

CITY HALL  
350 N MARKET BLVD | CHEHALIS, WA 98532

Jerry Lord, District 1 Daryl J. Lund, District 2 Dr. Isaac S. Pope, District 4	Dennis L. Dawes, Position at Large Mayor	Anthony E. Ketchum Sr., District 3 Chad E. Taylor, Position at Large, Mayor Pro Tem Robert J. Spahr, Position at Large
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## Regular Meeting of Monday, March 23, 2020 5:00 p.m.

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|---|
| 1. <u>Call to Order.</u> (Mayor)        |
| 2. <u>Pledge of Allegiance.</u> (Mayor) |

- |   |
|---|
| <b>SPECIAL BUSINESS</b>   |
| 3. <u>Lewis County Department of Emergency Management.</u> (Andy Caldwell, Deputy Director) |

<b>CITIZENS BUSINESS</b>
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
<b>CONSENT CALENDAR</b>		
4. <u>Minutes of the Regular City Council Meeting of March 9, 2020.</u> (City Clerk)	APPROVE	1
5. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$376,055.87, Dated March 13, 2020.</u> (City Manager, Finance Director)	APPROVE	4

**CONSENT CALENDAR IS CONTINUED ON NEXT PAGE**

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>CONSENT CALENDAR - CONTINUED</b>		
6. <u>Award Bids for Rock, Gravel, and Asphalt.</u> (City Manager, Public Works Director, Street/Storm Superintendent)	APPROVE	6
7. <u>Lease Agreement with Too Dimensional Apparel to Provide Concessionaire Services at the Chehalis Sports Complex at Recreation Park.</u> (City Manager, Recreation Manager)	APPROVE	9
8. <u>Resolution No. 5-2020, First and Final Reading – Declaring an Emergency Relating to the COVID-19 Emergency.</u> (City Manager)	CONFIRM	25

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>UNFINISHED BUSINESS</b>		
9. <u>Ordinance No. 1006-B, Second and Final Reading – Amending the 2020 Budget.</u> (City Manager, Finance Director)	PASS	30

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

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

March 9, 2020

The Chehalis city council met in regular session on Monday, March 9, 2020, in the Chehalis city hall. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following council members present: Tony Ketchum, Jerry Lord, Daryl Lund, Dr. Isaac Pope, Bob Spahr, and Chad Taylor. Staff present included: Jill Anderson, City Manager; Ken Cardinale, Fire Chief; Caryn Foley, City Clerk; Erin Hillier, City Attorney; Trent Lougheed, Public Works Director; Brandon Rakes, Airport Operations Coordinator; Chun Saul, Finance Director; Glenn Schaffer, Police Chief; and Dave Vasilauskas, Water Superintendent. Members of the news media included Jackson Gardner of *The Chronicle*.

1. **Consent Calendar.** Councilor Taylor moved to approve the consent calendar comprised of the following:

- a. Minutes of the regular City Council meeting of February 24, 2020;
- b. February 28, 2020 Claim Vouchers No. 128349 -128444 in the amount of \$277,009.21;
- c. February 28, 2020, Payroll Vouchers No. 41209-41238, Direct Deposit Payroll Vouchers No. 11813-11919, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 283-286 in the amount of \$779,444.54.
- d. Award high-level water booster pump station construction project to Midway Underground, LLC, in the amount of \$538,836.00; and
- e. Approve recommendation of Lodging Tax Advisory Committee to allow previously approved funds in the amount of \$182,000 for the Shaw Aquatic Center Pool Liner Project to be disbursed in 2020.

The motion was seconded by Councilor Lund and carried unanimously.

2. **Ordinance No. 1006-B, First Reading – Amending the 2020 Budget.** Chun Saul provided an overview of the proposed amendments to the 2020 Budget, including an update to the 2020 beginning fund balances; carry over of 2019 capital budget balance; and requests for new appropriations. She noted the proposed amendment did not include additional wages/benefits due to labor union negotiations; fire station property acquisition; or architectural/engineering costs for a new fire station. The overall city-wide increase in fund balance was \$1.76 million with an estimated ending fund balance of \$23,401,490. The General Fund would have an estimated ending fund balance of \$1.1 million, which was 10.8% of the revenue budget.

Councilor Ketchum moved to pass Ordinance No. 1006-B on first reading. The motion was seconded by Councilor Taylor and carried unanimously.

3. **Award Contract for Engineering and Architectural Services for the Fire Station Headquarters Project – Phase I to Rice Fergus Miller, Inc., in an Amount Not to Exceed \$145,792.00.** City Manager Anderson stated the contract would allow the city to do the appropriate due diligence and assessment to determine if the site is suitable for a fire station. She noted \$30,000 for due diligence work was already assessed and was included in the proposed budget amendment. She stated there was misinformation reported by LIVE95 that the former Les Schwab site was selected for the new fire station. City Manager Anderson stated the city was in negotiations for the purchase of a site at State and Chamber Way. As a secondary option, the city is looking at the Les Schwab site in the event that things don't work out for the State/Chamber site.

Trent Lougheed stated the city's existing fire station was deemed uninhabitable for an essential facility, and the fire department was currently operating out of the Fire District 6 headquarters. He explained the statement of qualifications process used to select an engineering and architectural services firm to design the new station. Four firms responded and two firms were interviewed. Rice Fergus Miller, Inc., (RFM) was selected for advancement to the contract negotiation phase. While both firms were qualified, RFM was deemed the best fit for the project. The proposed contract set forth a three-phase approach: 1 – site feasibility, preliminary design, and public education and outreach; 2 – final design and bidding (after funding is secured); and 3 – construction services. Mr. Lougheed stated the focus tonight was on Phase 1, which included four tasks: 1 – property validation; 2 – fire station programming and preliminary design; 3 – planning report completion and presentation; and 4 – community engagement.

Mr. Lougheed stated the total cost for Phase I was anticipated to be a not-to-exceed amount of \$145,792, which would be charged based on time and materials and included subconsultants and geotechnical testing. It was recommended that the Council also authorize the City Manager authority to approve an additional \$15,000 in case of unforeseen tasks/expenses, bringing the total to \$160,792. An additional amount of \$30,000 was also needed for earnest money for purchase of the property at

March 9, 2020

State/Chamber. The expenses were proposed to be funded using the Public Facilities Reserve Fund and transferring \$42,292 from the General Fund to the Public Facilities Reserve Fund.

Chief Cardinale stated both firms were equal, but in the end RFM was selected. RFM has done local work in Cowlitz County and their references indicated they did excellent work. One component of their work includes a design process in which a detailed layout of each room can be done so you can see actually see how a space will look. He stated they had experience and a lineage of good projects. He stated their process was inclusive and would design a station for future growth, which was key in consideration of the possibility of consolidation.

Councilor Lord stated Phase 1 included a comparison of the State Street property to the Les Schwab property.

Chief Cardinale stated any public safety building had to be built to extra standards. The Les Schwab buildings were non-re-enforced masonry and he believed the cost to retrofit those buildings to make them usable for a fire station would be cost-prohibitive. They would have to be torn down. In looking at locations for a new station, they had to look at current and future needs, including future consolidation, and current auto-aid agreements with neighboring agencies. The station has to be located to meet response needs. The Schwab location is too close to District 6 and it would extend response times and obligations to the Riverside Fire Authority (RFA). Chehalis, geographically, has always been a two-station city to meet reasonable response times. He stated they could make the Schwab site work, but it would not be an optimal location.

Mayor Dawes stated he was interested if Chief Cardinale was comfortable with the choice of firms. Chief Cardinale indicated he was absolutely comfortable with the choice.

Councilor Taylor agreed and supported staff's recommendation.

Councilor Pope moved to:

1. Award the Contract for Engineering and Architectural Services for the Fire Station Headquarters Project – Phase I to Rice Fergus Miller, Inc., in the amount of \$145,792; and
2. Authorize an additional contingency budget of \$15,000 and authorize the City Manager to execute amendments to the Scope of Work that do not exceed a total project cost of \$160,792; and
3. Authorize an allocation of an additional \$42,292 from the General Fund to the Public Facilities Reserve Fund for the Fire Station Project to fully fund the contract with Rice Fergus Miller for Phase 1 Architectural and Engineering Services.

The motion was seconded by Councilor Ketchum.

Councilor Spahr stated he has asked a lot of questions and believed the city was moving forward in the best direction.

The motion carried 6 to 1. Councilor Lund voted against the motion.

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

a. **City Manager Update.** City Manager Anderson stated the next steps in regard to the fire station project included a request from RFM to have a workshop with the council. It was the consensus of the council that a workshop was not needed. Mayor Dawes suggested that staff inform council when discussion is needed. City Manager Anderson stated there were many decisions to be made as the project moves forward. She suggested that the council's existing Fire Consolidation Committee could be part of advanced information before bringing information to the whole council. The council concurred.

City Manager Anderson stated staff was watching updates relating to the Corona virus and will take appropriate steps as needed. The grand opening of the Recreation Park Sports Complex is March 24 at 3:00 pm.

March 9, 2020

5. Councilor Reports/Committee Updates.

a. Mayor Dawes attended a homeless workshop, a budget committee meeting, judged a future chef competition at Orin Smith Elementary, and toured the new Sports Complex.

b. Councilor Taylor asked Commissioner Fund if she wanted to speak on the draft EIS for the proposed Chehalis River Basin Flood Damage Reduction Project meeting tomorrow at 1:30 pm. Commissioner Fund stated the meeting would provide an explanation of the draft EIS. She stated there will be additional meetings in the future. She stated there was a lot of misinformation out there, so it was important to have people there to make sure people hear what the reality is, particularly relating to building in the flood plain.

Councilor Taylor stated the comment period on the draft EIS was currently going on and it was important that the city submit its comments.

Mayor Dawes stated a council photo was scheduled prior to the March 23 council meeting. He asked how much time was needed. Caryn Foley stated council members should arrive at 4:30 pm.

6. 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)(c) – Sale/Lease of Property, not to exceed 6:45 pm and there would be no decision following conclusion of the executive session. Councilor Taylor announced he would not be attending the executive session. Mayor Dawes closed the regular meeting at 6:08 pm. The executive session began at 6:13 pm. Councilor Spahr left the executive session at 6:20 pm. Following conclusion of the executive session, the regular meeting was reopened at 6:31 pm and immediately adjourned.

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Dennis L. Dawes, Mayor

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Caryn Foley, City Clerk

Approved:

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

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

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

**MEETING OF:** March 23, 2020

**SUBJECT:** Vouchers and Transfers – Accounts Payable in the Amount of \$376,055.87

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**ISSUE**

City Council approval is requested for Vouchers and Transfers dated March 13, 2020.

**DISCUSSION**

The March 13, 2020 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. 128445 - 128610 and Electronic Funds Transfer No. 202020, 220201 and 220202 in the amount of \$376,055.87 dated March 13, 2020 which includes the transfer of:

- \$ 169,319.16 from the General Fund
- \$ 17,379.09 from Dedicated Street Fund – 4% Sales Tax
- \$ 3,405.00 from the Transportation Benefit District Fund
- \$ 64.72 from the LEOFF 1 OPEB Reserve Fund
- \$ 6,102.45 from the Public Facilities Reserve Fund
- \$ 139.34 from the Automotive Equipment Reserve Fund
- \$ 72,575.32 from the Wastewater Fund
- \$ 43,038.01 from the Water Fund
- \$ 4,267.25 from the Storm & Surface Water Utility Fund
- \$ 92,866.59 from the Airport Fund

**RECOMMENDATION**

It is recommended that the City Council approve the March 13, 2020 Claim Vouchers No. 128445 – 128610 and Electronic Funds Transfer No. 202020, 220201 and 220202 in the amount of \$376,055.87.

**SUGGESTED MOTION**

I move that the City Council approve the **March 13, 2020 Claim Vouchers** No. 128445 – 128610 and Electronic Funds Transfer No. 202020, 220201 and 220202 in the amount of \$376,055.87.



**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 Superintendent

**MEETING OF:** March 23, 2020

**SUBJECT:** Award Bids for Rock, Gravel, and Asphalt

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**ISSUE**

Bids for rock, gravel, and asphalt to be used by the city in 2020 have been received and tabulated and are being presented for City Council approval.

**DISCUSSION**

The administration recently advertised for rock, gravel, and asphalt bids for various rock materials that are expected to be needed by maintenance by Public Works and other City Departments in 2020. We received three bids from the following company: Alderbrook Quarry, Good Crushing, and Sterling Breen Crushing. Lakeside Industries submitted the lone asphalt bid. The bids are based on the materials being picked up by the city at the bidders' sites. The bid award recommendations for the various materials are listed on the attached evaluation sheet, and is summarized below:

**ROCK, GRAVEL, AND ASPHALT LOW BIDDER SUMMARY  
PRICING PER TON**

	MATERIAL	LOW BID	LOW BIDDER
1	Snow Sand 3/8"	\$9.50	Alderbrook
2	Snow Sand 1/4"	\$12.00	Alderbrook
3	1/4" Crushed Screenings	\$11.00	Sterling Breen
4	3/8" Crushed Screenings	\$15.00	Alderbrook / Good
5	1/2" Crushed Screenings	\$15.00	Alderbrook / Good
6	5/8" Crushed Screenings	\$12.00	Alderbrook
7	Ballast	\$8.50	Alderbrook / Sterling Breen
8	Crushed Surfacing Base Course	\$8.75	Alderbrook
9	Crushed Surfacing Top Course	\$9.00	Alderbrook
10	Quarry Spalls	\$9.00	Alderbrook

11	Rip Rap	\$18.50	Good
12	1½" Drain Rock	\$9.00	Alderbrook / Sterling Breen
13	3" Minus Rock	\$8.00	Alderbrook
14	Pea Gravel	\$9.00	Sterling Breen
15	Sand, Washed	\$10.00	Sterling Breen
16	12" (size) Pit Run Rock	\$7.00	Alderbrook
17	Asphalt Concrete Class "B"	\$79.00	Lakeside
18	Asphalt Concrete Class "G"	\$82.00	Lakeside
19	Asphalt Cold Mix Patch (EZ STREET 50 lb. bag)	\$124.00	Lakeside

Please note that there is a requirement that all pick-up locations were required to be within 12 miles of Chehalis City Hall because of the periodic high costs of fuel.

**FISCAL IMPACT**

The bids provide a set price for the listed products for the year and eliminate the need to solicit prices for each purchase.

**RECOMMENDATION**

It is recommended that the City Council award the bid for rock and various materials to the bidders as recommended on the 2020 Rock, Gravel, and Asphalt Low Bidder Summary.

**SUGGESTED MOTION**

I move that the City Council award the bid for rock and various materials to the bidders as recommended on the 2020 Rock, Gravel, and Asphalt Low Bidder Summary.

**2020 ROCK, GRAVEL, AND ASPHALT BID EVALUATION SHEET**

PRICING PER TON

MATERIAL	ALDERBROOK	GOOD	STERLING	LAKESIDE
	QUARRY	CRUSHING	BREEN CRUSHING	INDUSTRIES
1. Snow Sand 3/8"	\$9.50	\$15.00	\$15.00	
2. Snow Sand 1/4"	\$12.00			
3. 1/4" Crushed Screenings	\$12.00		\$11.00	
4. 3/8" Crushed Screenings	\$15.00	\$15.00	\$18.00	
5. 1/2" Crushed Screenings	\$15.00	\$15.00		
6. 5/8" Crushed Screenings	\$12.00	\$15.00	\$17.50	
7. Ballast	\$8.50	\$9.00	\$8.50	
8. Crushed Surfacing Base Course	\$8.75	\$9.25	\$9.00	
9. Crushed Surfacing Top Course	\$9.00	\$9.50	\$9.50	
10. Quarry Spalls	\$9.00	\$9.75		
11. Rip Rap	\$20.00	\$18.50		
12. 1 1/2" Drain Rock	\$9.00		\$9.00	
13. 3" Minus Rock	\$8.00	\$8.75		
14. Pea Gravel			\$9.00	
15. Sand, Washed			\$10.00	
16. 12" (size) Pit Run Rock	\$7.00			
17. Asphalt Concrete Class "B"				\$79.00
18. Asphalt Concrete Class "G"				\$82.00
19. Asphalt Cold Mix Patch	EZ STREET			\$124.00
	50# bag			

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lilly Wall, Recreation Manager

**MEETING OF:** March 23, 2020

**SUBJECT:** Lease Agreement with Too Dimensional Apparel to Provide Concessionaire Services at the Chehalis Sports Complex at Recreation Park

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**ISSUE**

Request approval to enter into a lease agreement for the operation of the Recreation Park concession stand located at the Chehalis Sports Complex. A copy of the proposed lease agreement is attached to this agenda report.

**BACKGROUND**

The Recreation Park concession stand has been traditionally operated by volunteers from the Chehalis Girls Fastpitch Association (CGFA). That season runs approximately 10 to 12 weeks each year. The group has been responsible to open the concession stand for their league games, high school fastpitch games and weekend tournaments. The proceeds from the concession stand benefit CGFA. This is unique to other City-owned concession stands, as this facility is shared with more than one user group, making the obligation much greater.

Over the years, the volunteer base for many groups the City works with has diminished, placing most of the work on very few individuals. This group is no exception. It has been challenging for them to find volunteers to cover a typical 12-week season. In the past couple years, this group has not consistently opened the concession stand for the home high school fastpitch games due to lack of volunteers and the lack of profits generated at those games.

**PROPOSAL**

The City needs to have the concession stand to be open for these games but find it difficult to require the staffing of the stand when a volunteer group is running the concession operations. The newly renovated complex is extending the season by several months, adding multiple weekend tournaments to the schedule. To date, we have booked an additional 12 weekends to the schedule.

Due to an extended season and added responsibility of operating the concession stand, a Request for Proposal (RFP) was published in the local newspaper seeking a lease option for managing the facility.

Outlined below are the operation and service standards included in the RFP and proposed lease agreement:

- The contract terms shall be a 1-year timeframe, with an option for one two-year extension period from 2021-2023.
- A 2020 City of Chehalis business license is required.
- The concession stand is required to be open during all league games, high school games and tournaments held at the Chehalis Sports Complex
- The operator is responsible for hiring the necessary personnel to conduct the daily operation of the concessions.
- Washington State minimum wage rates compliance is required.
- The operator and staff are expected to be helpful, friendly, courteous, and clean.
- All foods, drinks, beverages, confections, refreshments and the like, shall be of first quality, wholesome and pure, and shall conform in all respects to the Federal, State, Lewis County, and Municipal Laws, Ordinances, and Regulations.
- A national background check is required for all concession stand workers.
- Insurance is required and must meet the requirements outlined by the City of Chehalis.
- Maintenance and upkeep of the concession stand is the responsibility of the concessionaire.
- Any damage to city facilities will be replaced or repaired by the concessionaire and acceptable to the City.
- Concessionaire shall abide by all park rules and regulations.
- In the event the selected Lessee fails to perform any terms or conditions of the lease, and such defaults are not corrected within ten (10) days after written notice the City may immediately cancel the lease.

The one respondent to the City's RFP was Too Dimensional Apparel, LLC. They are a Lewis County employer currently supplying vendor services at sporting events in Lewis County and other Puget Sound area tournaments. Their primary product is apparel and gift items, but they have provided concession services as well. They meet the criteria requested and have the experience and resources necessary to conduct a successful business. A copy of the proposal is attached to this agenda report.

#### **FISCAL IMPACT**

The fiscal impact of the lease agreement will be the annual fee of \$2,000 the City will receive from the lessee.

#### **RECOMMENDATION**

It is recommended that the City Council authorize the City Manager to enter into a lease agreement with Too Dimensional Apparel for the operation of the concession stand located at the Recreation Park Sports Complex.

#### **SUGGESTED MOTION**

I move that the City Council authorize the City Manager to enter into a lease agreement with Too Dimensional Apparel for the operation of the concession stand located at the Recreation Park Sports Complex.



March 9, 2020

City of Chehalis

RE: Recreation Park Sports Complex Concessionaire

Too Dimensional Apparel, LLC is a Lewis County employer currently supplying vendor services (apparel and gift items) at sporting events in Lewis County and other Puget Sound area Tournaments. We are a Washington State LLC, complying with all local, state, and federal laws including sales tax, minimum wage, social security, nondiscrimination, ADA, unemployment compensation, workers compensation, and WA paid family & medical leave.

We would like to submit a proposal to run the Concession Stand at the Recreation Park Sports Complex, and if our proposal is accepted, we will apply for a DBA Name and appropriate local business licenses to operate in Chehalis.

We have already discussed this potential addition to our existing business with our insurance carrier and have attached a certificate of insurance to this package for your review (a new certificate will be issued with DBA name if needed).

Thank you for your time and consideration, I look forward to your decision.

Best Regards,

A handwritten signature in black ink, appearing to read "Sandra Wing", is written over a faint, larger version of the signature.

Sandra Wing  
Too Dimensional Apparel

Cell #856-236-3156



## Recreation Park Sports Complex Concessionaire

### PROPOSAL

Supply all labor and materials to run the Concessions Stand at the Recreation Park Sports Complex inside the existing facility during all scheduled sporting events and tournaments. This proposal includes but is not limited to labor, paper goods, cleaning supplies, food and drinks for all menu items, Square POS system (we do accept credit cards), etc.

We understand the space is 12' x 20' and includes a refrigerator/freezer combo, side by side drink cooler, and ice machine. We will provide a countertop Convection Oven, Panini-Sandwich Grills (2), Hot Dog roller, Coffee Pot, commercial Soup cooker.

#### PROPOSED MENU – with pricing (includes sales tax)

##### MEALS

- Individual Pizza's \$6.50/each
- Hot Dog/Chips Combo Meal \$7.25
- Panini Sandwich \$9.00
- Panini Sandwich/Chips Combo Meal \$9.75
- Cup of Soup/Chili with bread roll \$6.50

##### SNACKS

- Nachos – Cheese only \$5.50
- Nachos – Chili/Cheese - \$6.50
- Chips - \$1.75/bag
- Candy – range of \$1.75 - \$3.50
- Muffins - \$2.50/each
- Bagels & Cream Cheese - \$2.50/each
- Cup-O-Noodles - \$3.00/each
- Yogurt - \$1.75/each
- Cookies - \$1.50/each
- Ice-Pops - \$2.00/each
- Fruit – Apples/Oranges/Banana - \$1.50/each

##### DRINKS (we are happy to work with L&E Bottling)

- Bottled Water - \$2.50/each
- Coffee/Tea - \$2.50/cup
- Hot Chocolate - \$2.50/cup
- Italian Soda - \$5.00/each
- Soda/GatorAide/Energy Drinks/Bottled Tea – range of \$2.50 - \$4.00



Plans for Ice Shaver/Snow-cone machine, Ice-Cream freezer for individually wrapped Ice-cream and popsicles, Popcorn maker, Pretzel spinner to be added at a later date.

**PROPOSED PRICE FOR ADDITIONS**

- Snow Cones - \$4.50/each
- Ice Cream – range of \$3.00 - \$5.00
- Popcorn - \$3.00/bag
- Pretzel w/cheese - \$3.50/each





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

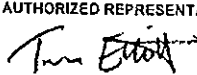
<b>PRODUCER</b> Hub International Northwest LLC P.O. Box 3018 Bothell, WA 98041	<b>CONTACT NAME:</b> Emily Buss <b>PHONE (A/C, No, Ext):</b> (360) 748-0052 <b>FAX (A/C, No):</b> (360) 237-0365 <b>E-MAIL ADDRESS:</b> emily.buss@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Too Dimensional Apparel LLC PO Box 305 Onalaska, WA 98570-0305	<b>INSURER A:</b> Sentinel Insurance Company, Ltd. <b>NAIC #</b> 11000
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		76SBWBE4654DW	3/22/2019	3/22/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Chehalis is named as an Additional Insured as required by written contract, as per Form SS 00 08 04 05.

<b>CERTIFICATE HOLDER</b>  City of Chehalis Parks & Recreation Attn: Lilly Wall, Recreation Manager 1321 S Market Blvd Chehalis, WA 98532	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision - Permits**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

**7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

## BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

**CONCESSION STAND LEASE AGREEMENT  
2020**

THIS LEASE made and entered into this \_\_\_\_ day of March 2020, by and between the CITY OF CHEHALIS, a municipal corporation, hereinafter referred to as "Lessor", and \_\_\_\_\_, hereinafter referred to as "Lessee,"

**WITNESSETH:**

Lessor hereby leases for a period from March \_\_\_\_, 2020, to December 31, 2020, the right to operate a concession stand in the Recreation Park Sports Complex (on property owned by the City of Chehalis upon the terms, basis, and provisions set forth in the specifications and proposal set forth in Exhibit A attached hereto and incorporated herein by this reference. This agreement may, at the option of the Lessor, be extended for an additional two-year period.

Lessee agrees to pay Lessor \$2,000.00 the first year to be paid on or before the 31st of October. This fee will be reviewed on an annual basis.

Lessee covenants and agrees to abide by the provisions described in Exhibit A and operate said concession stand in accordance.

Lessee shall defend, indemnify, and hold harmless the City of Chehalis/Lessor, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Lessor. It is further specifically and expressly understood that the indemnification provided herein constitutes the Lessee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Lessee and Lessor. The provisions of this section shall survive the expiration or termination of this Lease.

Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the premises as referenced in Exhibit B attached hereto and incorporated by

this reference.

Lessee shall accept sole responsibility for insuring any Lessee's personal property located on Lessor's property during the term of this lease and hereby releases Lessor from any responsibility for such property.

Lessee shall abide by all federal, state or local laws and regulations applicable to Lessee's operations hereunder.

Lessee shall not sublet, assign or transfer any of Lessee's rights hereunder without the express written consent of the City of Chehalis. In the event Lessee fails to perform any terms, covenants or conditions herein, and such defaults be not cured within ten (10) days after written notice thereof to Lessee, Lessor may immediately cancel this lease, re-enter the leased premises and remove all persons and property therefrom, at Lessee's sole expense.

At any time during the lease period, either party may terminate this lease agreement by giving 30-days written notice to the other party of their intent to terminate the lease.

IN WITNESS WHEREOF, the parties have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF CHEHALIS, a municipal Corporation

By \_\_\_\_\_

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

ATTEST:

Address:

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

Approved as to form:

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

City of Chehalis  
Concession Stand – Recreation Park sports Softball Complex

Leasing Specifications  
EXHIBIT 'A'

1. **Contract Terms:** The contract terms shall be a 10 month per year time frame from March 1, 2020, through December 31, 2020. With an option for one two-year extension period from 2021-2023, if the first years performance meets the expectations and requirements of the City of Chehalis.
2. **Hours of Operation:** Lessee shall not be open earlier than 7:00 am and close no later than 10:30 pm. The concession stand is required to be open during all tournaments held at the Chehalis Sports Complex. The lessee is to be open for league games Monday-Friday, high school fastpitch games and weekend tournaments.
3. **Personnel:** The operator will be responsible for hiring the necessary personnel to conduct the daily operation of the concession(s).
  - a. The operator will comply with all federal, State of Washington, and local laws. Including but not limited to: minimum wage, social security, nondiscrimination, ADA, unemployment compensation, and workers' compensation.
  - b. The City recommends that concession employees while working wear a uniform (matching t-shirts, hats, identification badge, etc.) for identification.
4. **Mobile Unit:** Lessee shall use the City's concession facilities when softball complex is in use. In addition, the lessee may use their own truck/trailer.
  - a. The condition of mobile concession shall be in very good to excellent condition. Damaged or unkempt vehicles or trailers will not be accepted.
  - b. Mobile concessions shall meet all municipal, county, state and federal laws and regulations, including but not limited to motor vehicles, health, and safety, business and taxation.
  - c. The City reserves the right to reject a mobile unit based on number or severity of health violations. The City reserves the right to terminate the contract for any health and/or public safety code violations.
  - d. All utilities must be included in the mobile unit (100% self-contained) unless otherwise negotiated as part of the agreement.
5. **Quality of Service:** the operator and staff are expected to be helpful, friendly, courteous, and clean. This responsibility reflects upon the City and how we treat park patrons and guests.
6. **Quality of Merchandise:** All foods, drinks, beverages, confections, refreshments and the like, sold or kept for sale, shall be of first quality, wholesome and pure, and shall conform in all respects to the Federal, State, Lewis County, and Municipal Laws, Ordinances, and Regulations.
7. **Merchandise:** T-shirts and other non-food items may be sold with the written consent of the City of Chehalis.
8. **Prohibited Merchandise:** Items that utilize glass containers, alcoholic beverages (sell or distribute), and sunflower seeds and/or nuts with shells are all prohibited.
9. **Prices of items:** Prices of all items shall be posted in full and open view of the public. All menu items with prices shall be presented with the bid. Menu Boards with correct pricing

- should be hung and visible to all. There should be no "Homemade Signs" posted on windows or on the premises.
10. Signs: lessee shall not place any signage in the park unless approved by the City in writing. Signage is required to be attached to the building, approved by City Parks and Recreation and no signage is permitted in the rights-of-way.
  11. Trash: Lessee is responsible for all their own trash and transporting it to the dumpsters nightly and for cleanup within 50-feet from the concession sales building/trailer/truck. Lessee shall be responsible for removing all such litter and shall be responsible for removing all refuse and waste generated by lessee's operation and placed in a City-owned refuse container.
  12. Utilities: If the lessee uses the existing concession stand all utilities will be paid by the City of Chehalis and are not the responsibility of the lessee. Lessee may be able to connect to city utility with a trailer/truck (which can be considered during contract discussion)
  13. Park Rules and Regulations: Lessee shall abide by all park rules and regulations.
  14. Lessee must provide insurance as required in Exhibit B.
  15. Lessee shall not sublet, assign or transfer any of lessee's rights hereunder without the express written consent of the City of Chehalis.
  16. Lessee shall obtain and maintain a City of Chehalis business license and other required permits or licenses under State or Federal Law.
  17. Any damage to city facilities will be replaced or repaired by the lessee and acceptable to the City.
  18. Lessee will conduct a national background screening that is in compliance with the Child and Adult Abuse Information act on each employee and volunteer. Each employee and volunteer must pass the background screening before being allowed to work at the concession stand or mobile unit.
  19. Lessee is responsible for the actions of its employees and volunteers at all times while on the Premises.
  20. The City-owned concession stand is 12' x 20'. The City will provide a sink, counters and storage space. Lessee is responsible for providing all equipment and appliances needed to operate the concession. (ex. grill, hot dog roller, sneeze guard, refrigerator, popcorn machine, snow-cone machine, coffee pot, coffee machine with pots, deep fryer, chest freezer, cooler, microwaves, etc..).
  21. Ice machine is owned by the City and will work with lessee to repair or replace the machine. Lessee is responsible to clean and winterize machine.
  22. Food into the Chehalis Sports Complex facilities: Please be aware the City of Chehalis DOES NOT RESTRICT park patrons from bringing in outside food and beverages into the Chehalis Sports Complex.
  23. Additional Food/Beverage Vendors: The City of Chehalis will not allow any other lessee or organizations to sell food or beverages in the Chehalis Sports Complex without the consent of the Lessee. The City does reserve the right to have other food/beverage vendors within Recreation, examples include but not limited to special events like Music in the Park.
  24. Maintenance: Maintenance and upkeep daily inside of the concession stand (12' x 20') is the responsibility of the lessee. Maintenance of the building (structure) itself and over 50-feet of the surrounding area will be the responsibility of the City of Chehalis.
  25. Lessee shall be required to pay \$2,000.00 per year to the City of Chehalis.
  26. The City of Chehalis will pay all utility bills for the Chehalis Sports Complex concession



- stand.
27. Maintenance of the structure itself and surrounding area will be the responsibility of the City of Chehalis.
  28. Lessee shall notify Lessor of damage to Lessor's property within 24 hours of discovery of damage.
  29. Lessee shall notify Lessor of injury to any person (staff or patrons) during operation of the concession stand or mobile unit.
  30. The City will allow concession staff to park on the access road dedicated to City staff.

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

#### **A. Insurance Term**

The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

#### **B. No Limitation**

The Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the Lessor's recourse to any remedy available at law or in equity.

#### **C. Minimum Scope of Insurance**

The Lessee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises, contractual liability and products/completed operation coverage for the term of the Lease. The Lessor shall be named as additional an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all risk basis.

#### **D. Minimum Amounts of Insurance**

The Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

#### **E. Other Insurance Provisions**

The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the Lessor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute with it.

#### **F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

#### **G. Verification of Coverage**

The Lessee shall furnish the Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

## **H. Waiver of Subrogation**

Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

## **I. Lessor's Property Insurance**

Lessor shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.

## **J. Notice of Cancellation**

The Lessee shall provide the Lessor with written notice of any policy cancellation within two business days of their receipt of such notice.

## **K. Failure to Maintain Insurance**

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the Lessor may, after giving five business days' notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Lessor on demand.

## **L. Lessor Full Availability of Lessee Limits**

If the Lessee maintains higher insurance limits than the minimums shown above, the Lessor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this contract or whether any certificate of insurance furnished to the Lessor evidences limits of liability lower than those maintained by the Lessee.

City of Chehalis

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**DATE:** March 23, 2020

**SUBJECT:** Resolution No. 5-2020, First and Final Reading – Declaring an Emergency Relating to the COVID-19 Emergency

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**ISSUE**

An emergency declaration was signed by Mayor Dawes on March 17, 2020 relating to the COVID-19 emergency. The City Council is being asked to confirm that action.

**DISCUSSION**

Declarations of emergency have been declared at the county, state, and federal levels, and the World Health Organization declared COVID-19 a global pandemic. All of these authorities called for drastic action to implement social distancing and slow the transmission rate of the virus.

In response to all of these actions, Mayor Dawes signed an emergency declaration (Resolution No. 5-2020) on March 17, 2020, in the event that immediate action needed to take place prior to the March 23 City Council meeting. The City Council is required by state law to confirm that action.

The declaration allows the utilization of emergency powers to take necessary measures to follow all orders of state, local, and federal governments, and to implement health authority recommendations to control transmission of the virus. As provided for in the resolution, these may include:

- Authorize, encourage, or direct City employees not to report to work or to work remotely.
- Temporarily suspend non-essential City services or departments.
- Develop and implement necessary policies regarding essential staffing, employee leaves and benefits.
- Close or limit hours of public access to City facilities.
- Delay all non-essential discussion, business, and action items on Council agendas.
- Cancel public meetings.
- Temporarily refrain from terminating utility services for nonpayment of bills.
- Extend grace periods for business licenses.
- Purchase goods and services related to the emergency, and enter into contracts related to the emergency, without advance Council approval.

The resolution also authorizes the City Manager to avoid time-consuming procedures and formalities such as:

- budget law limitations
- requirements of competitive bidding and publication of notices
- provisions pertaining to the performance of public work
- entering into contracts
- the incurring of obligations
- the employment of temporary workers subject to union and city regulations
- the rental of equipment
- the purchase of supplies and materials
- the appropriation and expenditures of public funds

Initial efforts have included making city services available only by phone, email, online or by appointment at the Police, Fire, and Municipal Court Offices and asking the public to call city offices before coming in and to use phone, email, and online services to reduce potential exposure. Utility bill customers will be given an additional 30 days to pay their March and April bills. The city has also ordered three laptops to facilitate remote work opportunities as needed.

Emergency related policies related to the use of sick and vacation leave by employees are being prepared to accommodate the changing needs of the employees to take more than the normal amount of time off for childcare and/or illness as a result of the public health emergency posed by COVID 19.

One correction is noted on Resolution No. 5-2020 under the last “Whereas” section. A typo regarding the referenced RCW is shown in redline/strike-through format.

### **FISCAL IMPACT**

There is no fiscal impact associated with adoption of the resolution. The fiscal impacts associated with the COVID-19 emergency are yet to be determined. City staff is tracking the expenses and will submit related costs to the appropriate agencies for reimbursement when those processes become available.

### **RECOMMENDATION**

It is recommended that the City Council confirm Resolution No. 5-2020 on first and final reading.

### **SUGGESTED MOTION**

I move that the City Council confirm Resolution No. 5-2020 on first and final reading.

**RESOLUTION NO. 5-2018**

**A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON,  
DECLARING AN EMERGENCY RELATING TO COVID-19.**

**WHEREAS**, on February 29, 2020, Governor Jay Inslee proclaimed that a State of Emergency related to the coronavirus, which causes the illness known as COVID-19, exists in all counties in Washington State; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared COVID-19 a global pandemic; and

**WHEREAS**, on March 13, 2020, President Donald Trump declared a National Emergency related to COVID-19, and Governor Inslee ordered all schools in the State of Washington to temporarily close; and

**WHEREAS**, the Lewis County Board of Commissioners at their regular meeting of March 16, 2020 declared a state of emergency in Lewis County; and

**WHEREAS**, health authorities on the world, federal, state, and local levels are calling for drastic action to implement social distancing and slow the transmission rate of the virus; and

**WHEREAS**, the Chehalis City Council wishes to do its part to follow health department recommendations and protect City employees and the public; and

**WHEREAS**, to be most effective, social distancing measures must be implemented immediately on an emergency basis; and

**WHEREAS**, under RCW 42.30.~~070030~~, Open Public Meetings Act notice requirements may be suspended temporarily to allow emergency action by the City Council.

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

**Section 1.** Declaration of Emergency. The COVID-19 outbreak constitutes an emergency and necessitates the utilization of emergency powers granted pursuant to Chap. 38.52 RCW, and the use of all powers granted to the City of Chehalis as an Optional Municipal Code City under Title 35A RCW and the Chehalis Municipal Code.

**Section 2.** City staff are authorized and directed to take necessary measures to follow all orders of state, local, and federal governments, and to implement health authority recommendations to control transmission of the virus. Such measures may include, but not be limited to, the following:

- Authorize, encourage, or direct City employees not to report to work or to work remotely.
- Temporarily suspend non-essential City services or departments.
- Develop and implement necessary policies regarding essential staffing, employee leaves and benefits.
- Close or limit hours of public access to City facilities.
- Delay all non-essential discussion, business, and action items on Council agendas.
- Cancel public meetings.
- Temporarily refrain from terminating utility services for nonpayment of bills.
- Extend grace periods for business licenses.
- Purchase goods and services related to the emergency, and enter into contracts related to the emergency, without advance Council approval.

**Section 3.** The City Manager is authorized, in accordance with the terms and conditions of RCW 38.52.070(2), to exercise the powers vested under Section 2 of this resolution in the light of the exigencies of an emergency situation without regard to time-consuming procedures and formalities prescribed by law, (excepting mandatory constitutional requirements), including but not limited to:

- budget law limitations
- requirements of competitive bidding and publication of notices
- provisions pertaining to the performance of public work
- entering into contracts
- the incurring of obligations
- the employment of temporary workers subject to union and city regulations
- the rental of equipment
- the purchase of supplies and materials
- the appropriation and expenditures of public funds

**Section 4.** The City Manager may undertake contracting authority subject to the terms and conditions and provisions of this resolution.

**Section 5.** Notwithstanding the authorizations set forth in Section 3 of this resolution, the City Manager shall endeavor to secure the most competitive price available for goods and services, subject to the terms, conditions, and provisions of this resolution.

**Section 6.** The City Manager shall advise the City Council as soon as practicable with respect to all actions taken under authority of this Resolution. If competitive bidding requirements are waived for any public works construction contracts or for purchase of supplies, the City Council shall be asked to make a written finding of emergency in accordance with RCW 39.04.280.

SIGNED this 17<sup>th</sup> day of March, 2020.

Dennis L. Dawes  
Dennis L. Dawes, Mayor

Attest:

Caryn Foley  
Caryn Foley, City Clerk



**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:** March 23, 2020

**SUBJECT:** Ordinance No. 1006-B, Second and Final Reading – Amending the 2020 Budget

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**ISSUE**

On March 9, 2020, Ordinance No. 1006-B amending the 2020 Budget was presented for City Council consideration on first reading. There have been no changes since the first reading on March 9, 2020. This ordinance is presented for City Council consideration on the second of the two required readings.

**DISCUSSION**

This proposed amendment to the 2020 Budget includes the following items:

- 1) Updates the estimated 2020 beginning fund balances for all funds to reflect the actual ending fund balances at the close of fiscal year 2019. This action has no impact on the 2020 revenues and expenditures budget but changes the estimated 2020 ending fund balances for all city funds.
- 2) Requests to carry over the remaining 2019 budget to 2020 for certain capital improvement projects that were approved in 2019 but are to be completed in 2020.
- 3) Requests for additional revenues and appropriations that were not included in the 2020 Adopted Budget.

A 2020 Budget Summary for the proposed amendment, including updated beginning fund balances, revenues, transfers-in, expenditures, transfers-out, and estimated ending fund balances and a detailed spreadsheet of proposed budget amendment items are attached to the proposed Ordinance No. 1006-B as Exhibit “A” and Exhibit “A-1”.

The proposed budget amendments by fund are summarized below:

## **General Fund:**

The proposed budget amendment increases the General Fund's revenues by \$316,676 and increases appropriations by \$354,656. The net total decrease in fund balance from the proposed budget amendment is \$37,980.

- An appropriation in the amount of \$316,676 is requested to carry out the Flood Storage Basin Master Plan Phase 2 project, which is 100% funded by the state RCO grant. The grant funding for this project was finalized and approved in January 2020, and the City expects to complete the project by the end of 2020. The grant revenue of \$316,676 is also included in this budget amendment.
- The City's 2020 Adopted Budget includes \$99,950 appropriations in the Non-departmental department for potential increases in payroll expenditures related to the City's labor union contract negotiations, which was approximately a 2% increase for all employees. The firefighters (IAFF) and police Guild union contracts have been finalized in early 2020. The budget increases related to the two union contracts is \$76,800 (\$50,300 for Police and \$26,500 for Fire). The proposed budget amendment includes a transfer of \$76,800 from the Non-departmental department to the Police and Fire departments. The remaining balance in the Non-departmental department is \$23,150, which at this time is reserved to cover potential payroll cost increases for the non-uniform Teamsters and non-represented employee groups that are paid by the General Fund.
- The Fire department requests an additional appropriation in the amount of \$37,440 to cover the costs related to purchase of Self-Contained Breathing Apparatus (SCBA) equipment. Riverside Fire Authority (RAF) was awarded a FEMA Assistance to Firefighters Grant for the purchase of SCBA units for RAF, Chehalis Fire department, and Lewis County Fire District 6, which require 10% local match. The Chehalis Fire department is receiving 107 SCBA units valued at \$119,900. The City's match is \$10,900 which is to be paid to RAF. In addition, the Fire department wishes to purchase 4 additional spare SCBA units at the total price of \$26,540.
- The proposed budget amendment updates the beginning fund balances for all City funds to reflect the actual balances at 2019 yearend. At the time of the 2020 budget preparation, it was estimated that the City's general fund would have \$1,099,370 in fund balance at the end of 2019, which was incorporated in to the 2020 Adopted Budget as the beginning fund balance. At the end of 2019, the City's general fund ending balance was \$1,490,637 which is \$391,267 more than what was estimated.
- With the proposed budget amendment, the General Fund's ending fund balance at the end of 2020 is estimated at \$1,106,355, which is about 10.8% of the General Fund revenue budget.

A summary of changes from 2020 Adopted Budget to the 2020 Proposed Amended Budget is provided below:

<b>General Fund:</b>	<b>2020 Proposed</b>		
	<b>2020 Adopted Budget</b>	<b>Amended Budget</b>	<b>Increase (Decrease)</b>
Revenues	\$ 9,932,976	\$ 10,249,652	\$ 316,676
Transfers-in	45,000	45,000	-
Expenditures	10,084,859	10,439,515	354,656
Transfers-out	239,959	239,959	-
Increase (decrease) in Fund Balance	(346,842)	(384,822)	(37,980)
<b>Estimated Beginning Fund Balance</b>	<b>1,099,370</b>	<b>1,490,637</b>	<b>391,267</b>
Estimated Ending Fund Balance	\$ 752,528	\$ 1,105,815	\$ 353,287
Estimated Ending Fund Balance % of Revenues	7.6%	10.8%	

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

The proposed budget amendment increases the TBD Fund's revenues by \$707,535 and increases appropriations by \$854,545, with a total net decrease in fund balance of \$147,010.

An appropriation of \$786,150 is requested for the 2020 Main Street Resurfacing project. In January 2020, state grant funding from Transportation Improvement Board (TIB) was approved for 2020 overlay projects with a 10% city matching fund commitment. Acceptance of the grant was approved by the City Council at the January 13<sup>th</sup> Council meeting. The City has committed the grant fund for the 2020 Main Street Resurfacing project. Total project budget is \$786,150, with 90% or \$707,535 being reimbursed by TIB grant.

An appropriation of \$68,395 is requested for the Interstate Avenue Paving project. The Interstate Avenue Paving project was done in partnership with Lewis County Public Works. The project is 86.5% federally funded with a 13.5% local match. The City's portion of the project is 57%. The project was completed by Lewis County Public Works at the end of January 2020. The City's match is \$68,395 which was not included in the 2020 Adopted Budget.

### **Tourism Fund**

The proposed budget amendment increases the Tourism Fund's appropriations by \$37,652 and increases transfers-out by \$182,000.

An appropriation of \$37,652 is requested for Lodging Tax funding for the Chehalis-Centralia Railroad Museum for repairs to the Steam Locomotive. This award was approved by LTAC and the City Council at the November 12, 2019 City Council meeting but did not make it to the 2020 Adopted Budget due to the budget being approved before the approval of the funding request.

The 2019 budget included a transfers-out of \$182,000 for the City's pool liner replacement project, but the project was not completed in 2019. At the February 25<sup>th</sup> LTAC meeting, LTAC has approved the 2019 budget to be carried over to 2020.

### **Public Facilities Reserve Fund:**

The proposed budget amendment increases the Public Facilities Reserve Fund's revenues by \$610,424, increases transfers-in by \$182,000, and increases appropriations by \$674,963. The net total increase in fund balance from the proposed budget amendment is \$117,461.

A carry over of the 2019 approved budget for the pool liner replacement project in the amount of \$283,963 is requested. Total project budget of \$285,215 was approved in 2019, but the project was not completed in 2019. \$182,000 of the project cost will be reimbursed by the Tourism fund with the Lodging Tax fund and is included in the proposed budget amendment.

An appropriation of \$60,000 is requested to cover the costs related to acquisition of land for future fire station which includes a required earnest deposit and professional services for G.O. technical surveys and a third-party environmental review recommended as due diligence process.

A carry over of the 2019 budget for the Recreation Park Renovation project to 2020 is requested for \$331,000. The 2020 Adopted Budget includes \$911,393 for the Recreation Park Renovation project. Due to the weather conditions, the project progress was delayed at the end of 2019. The remaining construction commitments to be completed in 2020 is estimated at \$1,242,393. The remaining grant fund to be received in 2020 is \$610,424, which is included in the proposed budget amendment.

### **Automotive & Equipment Reserve Fund:**

The proposed budget amendment increases the Automotive & Equipment Reserve Fund's appropriations by \$21,000, which includes the following:

- \$12,000 for purchase of a used vehicle for the Parks and Recreation department. The purchase of a vehicle was approved in the 2019 budget but was not used. We are requesting this fund to be reallocated to 2020.
- \$9,000 additional funding is needed for purchase of one police patrol vehicle. The 2020 budget includes \$40,000 for a Dodge Charger. Due to all parts for the police package are not available until year 2021, the Police department is requesting an additional budget to purchase a Ford Explorer.

### **Wastewater Fund:**

The proposed budget amendment increases the Wastewater Fund's appropriations by \$524,951.

This includes reallocation (carry over) of remaining 2019 budget for Riverside Force Main Project in the amount of \$486,951 to cover the remaining construction commitment and to complete the project in 2020.

Additional appropriations in the amount of \$38,000 is requested for additional design of waste piping mod and minor tools and equipment purchases that were not included in the original budget.

**Airport Fund:**

The proposed budget amendment increases the Airport Fund's revenues by \$103,500 and increases appropriations by \$115,000.

The Taxiway Realignment project was budgeted in 2019 and was substantially completed at the end of 2019. The remaining construction commitment to be completed in 2020 is \$115,000 and 90% of that will be reimbursed by a FAA grant. It is requested that the 2019 remaining budget be carried over to 2020.

**RECOMMENDATION**

It is recommended that the City Council pass Ordinance No. 1006-B on second and final reading.

**SUGGESTED MOTION**

I move that the City Council pass Ordinance No. 1006-B on second and final reading.

Fund No. and Name	Account Name	Reason for Amendment	2020 Adopted Budget	Revenue Increase (Decrease)	Transfers In	Appropriation Increase (Decrease)	Transfers Out	Ending Fund Balance Increase (Decrease)	Proposed Amended Budget
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Fund 001 - General Fund									
<b>Revenues:</b>									
001.334.002.70	State Grant - RCO	RCO grant for Flood Storage Basin Master Plan Ph2	-	316,676	-	-	-	316,676	316,676
Total General Fund Revenues & Transfers In			9,977,976	316,676	-	-	-	316,676	10,294,652

<b>Expenditures:</b>									
001.H1.521.010.11.00	Salary & Wages	Increase due to Police Guild Union contract	221,700	-	4,900	-	-	4,900	226,600
001.H1.521.010.21.00	Benefits	Increase due to Police Guild Union contract	80,483	-	600	-	-	600	81,083
001.H1.521.021.11.00	Salary & Wages	Increase due to Police Guild Union contract	256,056	-	7,800	-	-	7,800	263,856
001.H1.521.021.12.00	Overtime	Increase due to Police Guild Union contract	16,286	-	500	-	-	500	16,786
001.H1.521.021.21.00	Benefits	Increase due to Police Guild Union contract	113,028	-	1,100	-	-	1,100	114,128
001.H1.521.022.11.00	Salary & Wages	Increase due to Police Guild Union contract	1,044,807	-	28,800	-	-	28,800	1,073,607
001.H1.521.022.12.00	Overtime	Increase due to Police Guild Union contract	84,320	-	2,500	-	-	2,500	86,820
001.H1.521.022.21.00	Benefits	Increase due to Police Guild Union contract	500,049	-	4,100	-	-	4,100	504,149
001.H1.521.040.43.00	Travel	Cover for SWAT training not budgeted	12,200	-	140	-	-	140	12,340
001.H1.521.040.49.01	Registration	Cover for SWAT training not budgeted	9,500	-	400	-	-	400	9,900
subtotal for Police			3,425,292	-	50,840	-	-	50,840	3,476,132
001.I1.522.010.11.00	Salary & Wages	Increase due to IAFF Union contract	115,832	-	2,500	-	-	2,500	118,332
001.I1.522.010.21.00	Benefits	Increase due to IAFF Union contract	19,864	-	200	-	-	200	20,064
001.I1.522.020.11.00	Salary & Wages	Increase due to IAFF Union contract	178,960	-	3,400	-	-	3,400	182,360
001.I1.522.020.12.00	Overtime	Increase due to IAFF Union contract	110,000	-	2,200	-	-	2,200	112,200
001.I1.522.020.21.00	Benefits	Increase due to IAFF Union contract	92,465	-	500	-	-	500	92,965
001.I1.522.028.11.00	Salary & Wages	Increase due to IAFF Union contract	715,838	-	13,500	-	-	13,500	729,338
001.I1.522.028.12.00	Overtime	Increase due to IAFF Union contract	150,000	-	3,000	-	-	3,000	153,000
001.I1.522.028.21.00	Benefits	Increase due to IAFF Union contract	369,862	-	1,200	-	-	1,200	371,062
001.I1.522.020.35.00	Small Tools & Minor Equipment	10% Matching Share for SCBA Assets Received	5,700	-	10,900	-	-	10,900	16,600
001.I1.594.022.64.00	Capital Outlay- Equipment	Purchase four (4) SCBA Spare Units	-	-	26,540	-	-	26,540	26,540
subtotal for Fire			2,398,727	-	63,940	-	-	63,940	2,462,667
001.G1.589.090.00.00	Professional Services	Transfer to Police & Fire payroll budget lines	99,950	-	(76,800)	-	-	(76,800)	23,150
subtotal for Non-departmental			518,045	-	(76,800)	-	-	(76,800)	441,245
001.P2.553.030.41.00	Professional Services	Prof. Services for Flood Storage Basin Master Plan Ph 2 Grant	-	-	316,676	-	-	316,676	316,676
subtotal for Planning & Building			306,161	-	316,676	-	-	316,676	622,837
Total General Fund Expenditures & Transfers Out			10,324,818	-	354,656	-	-	354,656	10,679,474
Total for General Fund			9,977,976	316,676	-	-	-	316,676	10,294,652

Fund 103 - Transportation Benefit District Fund									
<b>Revenues:</b>									
103.334.003.82	State Grant - TIB	TIB Grant for Main Street Resurfacing Project Cost	-	707,535	-	-	-	707,535	707,535
Total Transportation Benefit District Fund Revenues & Transfers In			1,174,960	707,535	-	-	-	707,535	1,882,495
<b>Expenditures:</b>									
103.03.595.030.65.33	Construction - Street Overlay	TIB Grant funded project: Main Street Resurfacing (90% paid by TIB)	-	-	786,150	-	-	786,150	786,150
103.03.595.030.65.33	Construction - Street Overlay	Interstate Ave Paving Project, 13.5% City match not budgeted.	-	-	68,395	-	-	68,395	68,395
Total Transportation Benefit District Fund Expenditures & Transfers Out			1,500,000	-	854,545	-	-	854,545	2,354,545
Total for Transportation Benefit District Fund			1,500,000	-	854,545	-	-	854,545	2,354,545

Fund 107 - Tourism Fund									
<b>Expenditures:</b>									
Total for Transportation Benefit District Fund			707,535	-	854,545	-	-	854,545	(147,010)

Fund No. and Name	Account Name	Reason for Amendment	2020 Adopted Budget	Revenue Increase (Decrease)	Transfers In	Appropriation Increase (Decrease)	Transfers Out	Ending Fund Balance Increase (Decrease)	Proposed Amended Budget
107.05.557.030.41.29	Chehalis-Centralia Railroad Museum	Funding approved by LTAC 11/2019 for locomotive repair	-	-	-	37,652	-	37,652	37,652
107.05.597.000.05.31	Transfers Out - Fund 301	Carry over 2019 undisbursed budget for pool liner project	-	-	-	-	182,000	182,000	182,000
Total Tourism Fund Expenditures & Transfers Out			342,831	-	-	37,652	182,000	219,652	562,483
<b>Total for Transportation Benefit District Fund</b>						<b>37,652</b>	<b>182,000</b>	<b>(219,652)</b>	

**Fund 301 - Public Facilities Reserve Fund**

Revenues:	301.397.000.07	Transfer In - Fund 107 (Tourism)	-	-	182,000	-	-	182,000	182,000
	301.334.002.70	State Grant - RCO	-	357,584	-	-	-	357,584	357,584
	301.334.004.21	State Grant - Commerce/Chehalis For Remaining Grant Fund for Recreation Park Renovation Project	-	252,840	-	-	-	252,840	252,840
Total Public Facilities Reserve Fund Revenues & Transfers In			8,400	610,424	182,000	-	-	792,424	800,824
Expenditures:	301.44.594.076.63.00	Other Improvement - pool liner	-	-	-	283,963	-	283,963	283,963
	301.44.594.022.61.01	Capital Outlay - Land (fire station)	-	-	-	30,000	-	30,000	30,000
	301.44.594.022.61.01	Capital Outlay - Land (fire station)	-	-	-	30,000	-	30,000	30,000
	301.44.594.076.63.01	Capital Improvement - Rec Park	911,393	-	-	331,000	-	331,000	1,242,393
Total Public Facilities Reserve Fund Expenditures & Transfers Out			911,393	-	-	674,963	-	674,963	1,586,356
<b>Total for Public Facilities Reserve Fund</b>				<b>610,424</b>	<b>182,000</b>	<b>674,963</b>	<b>-</b>	<b>117,461</b>	

**Fund 302 - Automotive/Equipment Reserve Fund**

Expenditures:	302.45.594.021.64.00	Machinery & Equip (Police)	65,000	-	-	9,000	-	9,000	74,000
	302.45.594.076.64.00	Machinery & Equip (Park/Facility)	-	-	-	12,000	-	12,000	12,000
Total Automotive/Equipment Reserve Fund Expenditures & Transfers Out			181,083	-	-	21,000	-	21,000	202,083
<b>Total for Automotive/Equipment Reserve Fund</b>						<b>21,000</b>	<b>-</b>	<b>(21,000)</b>	

**Fund 404 - Wastewater Fund**

Expenditures:	404.11.594.035.41.00	Capital Outlay - Prof. Services	-	-	-	17,000	-	17,000	17,000
	404.11.594.035.65.00	Construction Projects	75,000	-	-	486,951	-	486,951	561,951
	404.16.535.050.31.00	Operating Supplies	82,000	-	-	10,000	-	10,000	92,000
	404.16.535.050.35.00	Small Tools & Minor Equipment	2,000	-	-	5,000	-	5,000	7,000
	404.16.535.050.48.00	Repair and Maintenance	-	-	-	6,000	-	6,000	6,000
Total Wastewater Fund Expenditures			5,124,563	-	-	524,951	-	524,951	5,649,514
<b>Total for Wastewater Fund</b>						<b>524,951</b>	<b>-</b>	<b>(524,951)</b>	

**Fund 407 - Airport Fund**

Revenues:	407.331.020.00	Federal Grant - FAA	-	103,500	-	-	-	103,500	103,500
Total Airport Fund Revenues & Transfers In			1,872,094	103,500	-	-	-	103,500	1,975,594

**Fund 407 - Airport Fund**

Expenditures:	407.09.594.046.63.00	Capital Outlay - Other Improvements	1,000	-	-	115,000	-	115,000	116,000
Total Airport Fund Expenditures			1,483,238	-	-	115,000	-	115,000	1,598,238
<b>Total for Airport Fund</b>				<b>103,500</b>	<b>-</b>	<b>115,000</b>	<b>-</b>	<b>(11,500)</b>	
Total Amendment for City-wide All Funds			1,738,135	182,000	2,582,767	182,000	-	(844,632)	

**ORDINANCE NO. 1006-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, AMENDING THE 2020 FISCAL YEAR BUDGET ADOPTED BY ORDINANCE NO. 1003-B BY REVISING THE BUDGETED AMOUNTS BY A COMBINED TOTAL OF EIGHT HUNDRED FORTY FOUR THOUSAND SIX HUNDRED THIRTY TWO DOLLARS (\$844,632) FOR THE GENERAL FUND, TRANSPORTATION BENEFIT DISTRICT FUND, TOURISM FUND, PUBLIC FACILITIES RESERVE FUND, AUTOMOTIVE AND EQUIPMENT RESERVE FUND, WASTEWATER FUND, AND AIRPORT 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 2020 shall be, and the same hereby is, amended so as to increase the General Fund's revenues by \$316,676 and increase appropriations by \$354,656.

**Section 2.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Transportation Benefit District Fund's revenues by \$707,535 and increase appropriations by \$854,545.

**Section 3.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Tourism Fund's appropriations by \$37,652 and increase transfers-out by \$182,000.

**Section 4.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Public Facilities Reserve Fund's revenues by \$610,424 and increase transfers-in by \$182,000 and increase appropriations by \$674,963.

**Section 5.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Automotive Equipment Reserve Fund's appropriations by \$21,000.

**Section 6.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Wastewater Fund's appropriations by \$524,951.

**Section 7.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Airport Fund's revenues by \$103,500 and increase appropriations by \$115,000.

**Section 8.** Attached hereto and identified as Exhibit A, in summary form, is 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 2020 budget which shows a total estimated ending fund balance of \$19,991,087.



**PASSED** by the City Council of the City of Chehalis, Washington, and **APPROVED** on its first reading at a regularly scheduled open public meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and content:

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

**Exhibit "A"**  
**CITY OF CHEHALIS FIRST AMENDED 2020 BUDGET**  
**2020 BUDGET SUMMARY REVISED WITH ORDINANCE NO. 1006-B**

FUND NO.	FUND NAME	BEGINNING FUND BALANCE 01/01/2020	REVENUES	TRANSFERS IN	EXPENDITURES	TRANSFERS OUT	ESTIMATED ENDING FUND BALANCE 12/31/2020	INCREASE (DECREASE) IN FUND BALANCE	% CHANGE
001	General Fund	\$ 1,490,637	\$ 10,249,652	\$ 45,000	\$ 10,439,515	\$ 239,959	\$ 1,105,815	\$ (384,822)	-25.8%
003	Dedicated Street Fund	222,014	3,050	49,530	201,520	-	73,074	(148,940)	-67.1%
004	Building Abatement Fund	103,032	1,600	-	-	45,000	59,632	(43,400)	-42.1%
102	Arterial Street Fund	121,703	162,399	-	166,019	-	118,083	(3,620)	-3.0%
103	Transportation Benefit District Fund	2,166,644	1,882,495	-	2,354,545	-	1,694,594	(472,050)	-21.8%
107	Tourism Fund	420,501	243,630	-	317,087	245,396	101,648	(318,853)	-75.8%
110	Compensated Absences Reserve Fund	196,908	3,640	-	71,488	-	129,060	(67,848)	-34.5%
115	LEOFF 1 OPEB Reserve Fund	-	-	233,549	223,500	-	10,049	10,049	0.0%
195	Community Development Block Grant Fund	24,454	480	-	1,000	-	23,934	(520)	-2.1%
197	HUD Block Grant Fund	87,927	1,720	-	2,000	-	87,647	(280)	-0.3%
200	General Obligation Bond Fund	1	-	160,914	160,915	-	-	(1)	-100.0%
301	Public Facilities Reserve Fund	1,036,190	618,824	182,000	1,586,356	-	250,658	(785,532)	-75.8%
302	Automotive/Equipment Reserve Fund	240,631	3,640	-	202,083	-	42,188	(198,443)	-82.5%
305	First Quarter REET Fund	136,249	112,980	-	-	39,982	209,247	72,998	53.6%
306	Second Quarter REET Fund	152,571	113,300	-	-	33,156	232,715	80,144	52.5%
402	Garbage Fund	8,002	6,730	-	6,610	-	8,122	120	1.5%
404	Wastewater Fund	5,377,922	5,680,395	-	5,649,514	-	5,308,803	(69,119)	-1.3%
405	Water Fund	7,967,277	3,208,280	-	4,672,394	-	6,503,163	(1,464,114)	-18.4%
406	Storm and Surface Water Fund	1,460,054	735,695	-	682,833	-	1,512,916	52,862	3.6%
407	Airport Fund	1,169,630	1,975,594	-	1,598,238	-	1,546,986	377,356	32.3%
611	Firemen's Pension Fund	1,013,143	31,050	-	12,770	67,500	963,923	(49,220)	-4.9%
633*	Agency Fund	6,000	275,340	-	272,510	-	8,830	2,830	47.2%
<b>TOTALS</b>		<b>\$ 23,401,490</b>	<b>\$ 25,210,494</b>	<b>\$ 670,993</b>	<b>\$ 28,620,897</b>	<b>\$ 670,993</b>	<b>\$ 19,991,087</b>	<b>\$ (3,410,403)</b>	<b>-14.6%</b>
Original Budget		21,637,126	23,472,359	488,993	26,038,130	488,993	19,071,355	(2,565,771)	
Amended Budget #1		23,401,490	25,210,494	670,993	28,620,897	670,993	19,991,087	(3,410,403)	
Changes from Amendment #1		<i>1,764,364</i>	<i>1,738,135</i>	<i>182,000</i>	<i>2,582,767</i>	<i>182,000</i>	<i>919,732</i>	<i>(844,632)</i>	