

IMPORTANT NOTICE

Until further notice, City Council meetings will be restricted to Council and staff.

The City of Chehalis wishes to do its part to implement social distancing and slow the transmission rate of COVID-19, while still meeting the requirements of the Open Public Meetings Act RCW 42.30.

Citizens may live stream the April 27, 2020, meeting beginning at 5:00 pm using 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 have any questions about live streaming the meeting or submitting a comment, please contact City Clerk Caryn Foley at 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, April 27, 2020 5:00 p.m.

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

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
PROCLAMATIONS / PRESENTATIONS		
3. <u>Proclamation – Police Week, May 10-16.</u> (Mayor)		

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

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
CONSENT CALENDAR		
4. <u>Minutes of the Regular City Council Meeting of April 13, 2020.</u> (City Clerk)	APPROVE	1
5. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$496,176.58 Dated April 15, 2020.</u> (City Manager, Finance Director)	APPROVE	3

CONSENT CALENDAR CONTINUED ON NEXT PAGE

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
CONSENT CALENDAR - CONTINUED		
6. <u>Amendment No. 1 to the Agreement for Professional Services with Shea, Carr & Jewell, Inc., (SCJ Alliance) in the Amount of \$25,000 for the High-Level Reservoir Booster Pump Station.</u> (City Manager, Public Works Director, Water Superintendent)	APPROVE	5
7. <u>Credit Card Service Agreement Renewal with Epic Card Services, LLC and Affirmation of Existing Credit Card Policy.</u> (City Manager, Public Works Director, Airport Operations Coordinator)	APPROVE	13
8. <u>Resolution No. 6-2020, First and Final Reading – Continuing Support for a Basin-Wide Solution to Flooding and Aquatic Species Restoration.</u> (City Manager, Public Works Director)	ADOPT	18

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

EXECUTIVE SESSION
11. Pursuant to RCW:
a. 42.30.110(1)(b) – Selection of Site or Acquisition of Real Estate.
b. 42.30.110(1)(c) – Sale/Lease of Property.

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, MAY 11, 2020.**

April 13, 2020

The Chehalis city council met in regular session on Monday, April 13, 2020, in the Chehalis city hall. Mayor Dennis Dawes (present in the council chambers) called the meeting to order at 5:00 pm with the following council members present telephonically: Tony Ketchum, Jerry Lord, Daryl Lund, Dr. Isaac Pope; Bob Spahr; and Chad Taylor. Staff present in the council chambers included: Jill Anderson, City Manager; and Caryn Foley, City Clerk. Due to orders from the Governor's office relating to COVID-19, members of the public and the press were restricted from the meeting room, but were able to view the meeting via live streaming and were provided a process for submitting comments prior to the meeting.

1. **Proclamation – Administrative Professionals Week.** Mayor Dawes read a proclamation designating April 20-24 as Administrative Professionals Week.

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

- a. Minutes of the regular City Council meeting of March 23, 2020;
- b. March 31, 2020 Claim Vouchers No. 128611 – 128742 in the amount of \$400,654.55 and voided Check Nos. 128416, 128462, 128498, 128509, 128521, 128586 and 128591 in the amount of \$4,112.00;
- c. March 31, 2020, Payroll Vouchers No. 41239-41270, Direct Deposit Payroll Vouchers No. 11920-12027, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 287-290 in the amount of \$874,759.87; and
- d. Engineering services agreement with Gibbs & Olson for an amount not to exceed \$152,000 for design of the Chehalis Avenue reconstruction project.

The motion was seconded by Councilor Taylor and carried unanimously.

3. **Administration Reports.**

a. **City Manager Update.** City Manager Anderson provided an update on COVID-19. City offices continue to provide services by phone, email, on-line, and by appointment. Credit cards are accepted for utility payments. Inspection and plan review services have been modified. There are no walk-in services available at city hall. People are encouraged to call 360-345-1042 before they come in. Two staff members had COVID-19 symptoms and were tested, but were negative. The county continues to take the lead on the emergency response and has done a great job staying in communication with the city. The county is developing a quarantine site at the fairgrounds, which will be operational later this week. Several organizations were helping small businesses and providing supplies to first responders. She thanked everyone for their patience and cooperation. It is predicted that the virus will hit our area in the coming weeks more than it has to-date.

4. **Councilor Reports/Committee Updates.**

- a. **Councilor Taylor.** Twin Transit is working with the Lewis County Seniors organization to ensure seniors are receiving meals. They are also helping Mountain Highway Transit by providing transportation into town for such things as doctor appointments.
- b. **Councilor Lund.** The steam train received a grant in the amount of \$150,000 to repair the steam engine.
- c. **Mayor Dawes.** Mayor Dawes noted that no citizen comments were received prior to the meeting. He stated there would be no executive session.

Councilor Spahr asked when the next sales tax report would be received. City Manager Anderson stated the next report would be received in May. She expected they probably wouldn't see significant effects of the virus until the report that would be received in June, which would reflect the month of April.

There being no further business to come before the city council, the meeting was adjourned at 5:16 pm.

Dennis L. Dawes, Mayor

April 13, 2020

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: April 27, 2020

SUBJECT: Vouchers and Transfers – Accounts Payable in the Amount of \$496,176.58

ISSUE

City Council approval is requested for Vouchers and Transfers dated April 15, 2020.

DISCUSSION

The April 15, 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. 128743 – 128889 and Electronic Funds Transfer Nos. 32020, 320201, 320202 and 320203 in the amount of \$496,176.58 dated April 15, 2020 which includes the transfer of:

- \$ 240,097.45 from the General Fund
- \$ 305.24 from Dedicated Street Fund – 4% Sales Tax
- \$ 2,849.51 from the Tourism Fund
- \$ 31,186.78 from the LEOFF 1 OPEB Reserve Fund
- \$ 5,446.43 from the Public Facilities Reserve Fund
- \$ 30,307.81 from the Automotive Equipment Reserve Fund
- \$ 19.46 from the Garbage Fund
- \$ 95,436.77 from the Wastewater Fund
- \$ 30,837.50 from the Water Fund
- \$ 5,753.79 from the Storm & Surface Water Utility Fund
- \$ 53,935.84 from the Airport Fund

RECOMMENDATION

It is recommended that the City Council approve the April 15, 2020 Claim Vouchers No. 128743 – 128889 and Electronic Funds Transfer Nos. 32020, 320201, 320202 and 320203 in the amount of \$496,176.58.

SUGGESTED MOTION

I move that the City Council approve the April 15, 2020 Claim Vouchers No. 128743 – 128889 and Electronic Funds Transfer Nos. 32020, 320201, 320202 and 320203 in the amount of \$496,176.58.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Trent Lougheed, Public Works Director
Dave Vasilauskas, Water Superintendent

MEETING OF: April 27, 2020

SUBJECT: Amendment No. 1 to the Agreement for Professional Services with Shea, Carr & Jewell, Inc., (SCJ Alliance) in the Amount of \$25,000 for the High-Level Reservoir Booster Pump Station

ISSUE

Amendment No. 1 to the agreement for professional services with Shea, Carr & Jewell, Inc. (SCJ Alliance) for additional services.

DISCUSSION

The High-Level Reservoir Booster Pump Station project is included in the Capital Improvements Program of the City's Comprehensive Water System Plan, which was adopted by Council on February 27, 2012. The pump station is located next to the Water Filter Plant to continuously fill the High-Level Reservoir. Built in the 1940s, it is at the end of its designed life. Due to the pump station's size and condition, an upgrade would not be economically feasible.

On May 13, 2019, Council approved an agreement with SCJ for the design and bid services for the project. The construction (including construction services) costs of the project are included in the 2020 Adopted Budget for the Water Fund, which are restricted for water related services and projects. The Washington State Department of Health approved the project report and construction documents on November 25, 2019. The City is in the process of commencing construction of the new High-Level Reservoir Booster Station and is seeking construction services from SCJ.

By approval of the amendment, SCJ will provide construction administration assistance for the high-level pump station project that was not included with the design engineering services. The City would like SCJ to help with construction services in review of contractor submittals, pay estimates, change order proposals, and material test reports. This work will be billed on a "time and materials," as-needed basis. SCJ sub-consultant, Materials Testing & Consultants, Inc. (MTC) will provide construction materials testing.

Attached is Amendment No. 1 with a detailed description of the Scope of Work to be added to the current engineering services contract.

FISCAL IMPACT

The proposed Amendment No. 1 would result in an addition of \$25,000 to the original contract fee of \$182,101, resulting in a total revised contract amount of \$207,101. The additional cost will come from the Water Fund.

RECOMMENDATION

It is recommended that the City Council authorize the City manager to execute Amendment 1 with SCJ Alliance to provide construction administration services in the amount of \$25,000, increasing the total contract to \$207,101.

SUGGESTED MOTION

I move that the City Council authorize the City Manager to execute Amendment No. 1 with SCJ Alliance to provide construction administration services in the amount of \$25,000 for the High-Level Reservoir Booster Pump Station.



**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN**

Firm: Shea, Carr & Jewell, Inc (dba SCJ Alliance) ("SCJ")
Address: 8730 Tallon Lane NE, Suite 200, Lacey, WA 98516
Telephone: 360-352-1465
Fax: 360-352-1509

and

Client: City of Chehalis ("Client")
Address: Chehalis Public Works Attn: Dave Vasilauskas, 2007 NE Kresky AVE, Chehalis, WA 98532
Telephone: 360-748-0238 x 2
Fax: 360-345-1226
Email: dvasilauskas@ci.chehalis.wa.us

The terms and provisions of the Agreement for Professional Services apply herein unless otherwise specifically revised.

Date: April 10, 2020
Project Name: Chehalis Pump Station
Project No.: 1608.01

Amendment Description:

As described in the attached scope of work, SCJ Alliance will provide construction administration assistance for the Chehalis Pump Station project that was not included in the original contract scope of work and fee. SCJ will also coordinate subconsultant Materials Testing & Consultants, Inc. (MTC) for construction materials testing.

Reason for Amendment:

Per client request, SCJ Alliance will provide construction administration assistance as described in the attached scope of work that was not included in the original contract scope and fee.

Contract Price		Time of Completion	
Original Contract:	\$ 182,101	Original Contract:	N/A
Prior Amendments:	\$ N/A	Prior Amendment:	N/A
This Amendment:	\$ 25,000 T&M	This Amendment:	N/A
Total Contract:	\$ 207,101		

Approved By:

City of Chehalis

SCJ Alliance

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



SCOPE OF WORK

City of Chehalis Contract No. WO 11.1003 Chehalis Pump Station Amendment No. 1

Prepared For: Dave Vasilauskas
City of Chehalis, Public Works
2007 NE Kresky AVE
Chehalis, WA 98532

Prepared By: Robert G. Connolly, PE
Project Manager

Dated Prepared: April 10, 2020

Overview

SCJ Alliance is currently under contract with the City of Chehalis to provide engineering support for the City of Chehalis Pump Station project. This amendment has been prepared at the request of the client to supplement the original agreement to provide construction assistance. This work will be billed on a "time and materials" basis.

Phase 10 – Construction Assistance

SCJ and its sub-consultants shall provide construction assistance on a time and materials basis, to the City of Chehalis, on an "as-needed basis", as requested by Client. Work may include review of contractor submittals, pay estimates, change order proposals, change orders, material test report reviews, responding to request for information (RFI's), site inspections, attendance at team meetings, construction engineering, and other typical construction management related work.

Phase 10 Estimated Fee: \$15,000

Phase 11 – Construction Testing and Reports

SCJ's sub-consultant, Materials Testing & Consultants, Inc. (MTC) shall provide construction materials testing as outlined in attached scope of work.

Phase 11 Estimated Fee: \$10,000



Phase 99 – Expenses

Reimbursable Expenses will be billed on a time and materials basis and included items such as mileage, plan reproduction, copies, etc.

Phase 99 Fee: \$ T&M

Budget Summary

	<u>Proposed Fee</u>	<u>Fee Type</u>
Phase 10 – Construction Assistance	\$ 15,000	T&M
Phase 11 – Construction Testing and Reports	\$10,000	T&M
Phase 99 – Expenses	T&M	T&M
Total Estimated Fee	\$ 25,000 + T&M Expenses	

These fees are based on our current knowledge of the project. If over time, the scope and overall objectives of the project change, these fees may need to be adjusted to reflect the modified circumstances. The above scope and fee will expire six months from the date of this letter. If project approval exceeds this timeframe, an updated fee will be provided upon request.

We appreciate the opportunity to be a part of your project team and look forward to getting started.

If you have any questions or comments, please call me at 360-352-1465. Thank you.

Respectfully,
SCJ Alliance

Robert G. Connolly, PE
Sr. Project Manager



March 26, 2020

Bob Connolly
SCJ Alliance
8730 Tallon Lane NE, Ste. 200,
Lacey, WA 98516
p: 360.480.9165
bob.connolly@scjalliance.com

**RE: Chehalis Pump Station, Chehalis, WA
Material Testing & Special Inspection Proposal**

Dear Bob:

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project. All services will be provided on a time and materials basis. Although dependent on the actual construction schedule and sequencing, *MTC will only bill for actual work performed, regardless of the amounts estimated.* Our project manager will review weekly budget status reports, and invoices will be sent on a monthly basis. No work will be performed beyond the scope and cost estimate without your prior authorization.

Each of MTC's laboratories are regularly audited by the American Association for Laboratory Accreditation (A2LA) and the American Association for State and Highway Transportation Officials (AASHTO), as well as the Washington Association of Building Officials (WABO). We are specifically recognized to meet the requirements of ASTM C1077, D3666, D3740, E329, and AASHTO R-18 standards for agencies engaged in construction materials testing.

In order to provide cost reductions and more efficiency to your project, and to reduce our global footprint, MTC provides the advantage of electronic reporting, distribution, and storage of all the inspection reports produced for your project(s) through our secure, online system called the Digital Paper Route (DPR). The DPR is an online report distribution and project management tool which not only enables full-time, web-based access to all of our testing and inspection reports, but also provides daily updates of the project budget allowing our clients to review both overall contract amounts and "drill down" within a project to further evaluate specific inspection or lab tasks. The DPR service is provided free of charge to all our clients and their appointed project team. Additional information and further illustration of this service is included in this proposal.

In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Curtis Shear,
Business Development

Attachment(s): Bid Form



Date: March 26, 2020

Client Name: SCJ Alliance

Address: 8730 Tallon Lane NE, Ste. 200, Lacey, WA 98516

Email: bob.connolly@scjalliance.com

Engineer: SCJ Alliance

Project Name / Location: Chehalis Pump Station, Chehalis, WA

Contact: Bob Connolly

Phone: 360.480.9165

Fax:

Based on Plans Dated: Sep 27, 2019

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project.

Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

(01) Earthwork & Asphalt Services					
Item	Unit	Quantity	Rate	Total	
IPD-S - Foundation & Site Subgrade Compaction / VSI	Hour	12	\$ 70.00	\$ 840.00	
IPD-S - Utility Trench Compaction	Hour	12	\$ 70.00	\$ 840.00	
IPD-S - Road Subgrade & Rock Course Compaction	Hour	8	\$ 70.00	\$ 560.00	
SAMPU - Sample Pickup if Required (Allowance)	Hour	2	\$ 70.00	\$ 140.00	
Subtotal - Earthwork & Asphalt Services:				\$ 2,380.00	
(02) Laboratory Testing for Earthwork & Asphalt / Advanced Geotechnical Laboratory Tests					
Item	Unit	Quantity	Rate	Total	
PROC - Moisture Density Relationship/Proctor with Sieve	Each	3	\$ 275.00	\$ 825.00	
COMB - Sieve Analysis with #200 Wash/Combined Gradation	Each	1	\$ 115.00	\$ 115.00	
SE - Sand Equivalent	Each	2	\$ 90.00	\$ 180.00	
FRAC - Fracture Percentage	Each	2	\$ 60.00	\$ 120.00	
Subtotal - Laboratory for Earthwork & Asphalt:				\$ 1,240.00	
(03) Special & Construction Inspection					
Item	Unit	Quantity	Rate	Total	
RC - Retaining Wall	Hour	20	\$ 72.00	\$ 1,440.00	
RC - Building Foundation	Hour	10	\$ 72.00	\$ 720.00	
RC - Interior Slab on Grade	Hour	6	\$ 72.00	\$ 432.00	
RC - Exterior Slab on Grade	Hour	6	\$ 72.00	\$ 432.00	
LW - Lateral Wood & Cold Form - Seismic Resistant Construction	Hour	8	\$ 80.00	\$ 640.00	
PROPANC - Epoxy & Expansion Anchors	Hour	4	\$ 72.00	\$ 288.00	
Subtotal - Special & Construction Inspection:				\$ 3,952.00	
(04) Laboratory Testing - Special & Construction Inspection					
Item	Unit	Quantity	Rate	Total	
CONC - Concrete Compression Test Cylinders - 4" x 8" - Sets of 5	Each	30	\$ 25.00	\$ 750.00	
Subtotal - Special & Construction Inspection:				\$ 750.00	
(30) Project Management & Consulting Services					
Item	Unit	Quantity	Rate	Total	
PM - Project Manager	Hour	4	\$ 85.00	\$ 340.00	
Subtotal - Project Management & Consulting Services:				\$ 340.00	
Budget Estimate for Services - Total:				\$ 8,662.00	

- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium rate of 1.5 times the regular rate will be charge for overtime and 2 times the regular charge for Sunday's and holidays.
- MTC will utilize the laboratory based closest to the project site. MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Curtis Shear, Owner
(360) 755-1990 x1106

Client Authorized Signature

Printed Name & Title

Date

Environmental • Geotechnical Engineering • Special Inspection • Non-Destructive Testing • Materials Testing
Burlington • Olympia • Bellingham • Silverdale • Tukwila
p: 360.755.1990 • f: 360.755.1980 • www.mtc-inc.net



SCJ Alliance
Billing Rate Schedule – May 2019

Classification	Hourly Billing Rate
Senior Principal Consultant	\$250.00 - \$350.00
Principal	\$185.00 - \$270.00
Principal Landscape Architect	\$160.00 - \$190.00
Senior Consultant	\$190.00 - \$275.00
Senior Project Manager	\$160.00 - \$210.00
Project Manager	\$125.00 - \$170.00
Project Engineer II	\$120.00 - \$150.00
Project Engineer I	\$110.00 - \$140.00
Senior Design Engineer	\$120.00 - \$170.00
Design Engineer	\$90.00 - \$125.00
Senior Designer	\$110.00 - \$160.00
Designer	\$80.00 - \$115.00
Project Landscape Architect	\$115.00 - \$160.00
Landscape Architect I	\$100.00 - \$135.00
Landscape Designer	\$80.00 - \$110.00
Senior Planner	\$120.00 - \$175.00
Planner	\$95.00 - \$140.00
Environmental Scientist	\$155.00 - \$170.00
Senior Transportation Planner	\$125.00 - \$175.00
Transportation Planner	\$100.00 - \$130.00
Construction Inspector	\$75.00 - \$110.00
Graphic Designer	\$95.00 - \$115.00
Project Coordinator II	\$95.00 - \$125.00
Project Coordinator I	\$80.00 - \$105.00
Project Accountant	\$100.00 - \$130.00
Administrative Assistant	\$70.00 - \$80.00
Information Services Manager	\$170.00 - \$180.00
Information Technology Specialist	\$85.00 - \$135.00
Communications Manager	\$120.00 - \$140.00
Communications Specialist	\$80.00 - \$95.00
Senior Marketing Coordinator	\$125.00 - \$145.00
Technician	\$70.00 - \$90.00

Other Fees:

- Direct project expenses and reproduction costs are billed at cost plus 10%

Reimbursable Expenses:

- Mileage \$0.65/Mile
- Mylar \$20.00/Sheet
- Reports \$35.00/Each

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Trent Lougheed, Public Works Director
Brandon Rakes, Airport Operations Coordinator

MEETING OF: April 27, 2020

SUBJECT: Credit Card Service Agreement Renewal with Epic Card Services, LLC and Affirmation of Existing Credit Card Policy

ISSUE

The Airport is presenting for City Council consideration a Credit Card Service Agreement Renewal from Epic Card Services, LLC and affirm the current policy of absorbing credit card transaction fees into the Airport operating budget.

DISCUSSION

The Airport currently accepts credit cards for the purchase of fuel and vehicle rental. The existing credit card agreement dates from 2009, prior to the Airport being owned solely by the city. Recently, the vendor has requested a newly signed Service Agreement Renewal.

The initial term of the agreement would be until December 31 of the first year of the agreement. Thereafter, the agreement would automatically renew for subsequent 12-month periods commencing on January 1 and ending on December 31, unless any party gives non-renewal notice at least 30 days prior to the expiration of the term.

The city would also agree to comply with all card acceptance policies, procedures, and operating instructions established by applicable card issuers, as well as any local, state, or federal law or agency. Attachment 1 to the agreement includes an updated list of the processing charges associated with the various credit cards accepted.

FISCAL IMPACT

The city's Policy for Accepting Credit and Debit Card Payments approved by the City Council on February 24, 2020 provides that the City Council will make the policy decision on whether the City will either absorb the cost of any transactions fees or implement a fee to offset the costs associated with the processing of credit/debit cards.

It is recommended that the City Council affirm and expressly authorize the current policy of absorbing the transaction fees based on the following: The Airport, currently and historically, has absorbed transaction fees to provide the ability to sell fuel 24 hours a day and to accept payments where cash is

not practical. These fees are customarily paid by the vendor and are similar to how most gas stations operate. Nearly 100% of the gas sold at the pump is purchased with a credit/debit card.

In 2019, there were gross sales of approximately \$469,386. The fees paid on this amount totaled \$10,690 or about 2.28% of sales. It is anticipated there would be a similar percentage in fees in the year 2020 and beyond. Fees vary slightly depending on which credit card a consumer uses.

RECOMMENDATION

It is recommended that the City Council approve the Credit Card Service Agreement Renewal with Epic Card Services, LLC, and authorize the absorption of any transaction fees into the operation of the Airport.

SUGGESTED MOTION

I move that the City Council approve the Credit Card Service Agreement Renewal with Epic Card Services, LLC, and authorize the absorption of any transaction fees into the operation of the Airport.

CARD PROCESSING AGREEMENT

This Card Processing Agreement ("Agreement") is made as of the ____ day of February, 2020, by and among *EPIC Card Services, LLC*, ("ECS") with an office at 3841 Fairview Industrial Drive SE, Suite 150, Salem, Oregon, 97302, and Chehalis-Centralia Airport whose principal place of business is at 900 NW Airport Way, Chehalis, WA 98532-1306 ("Merchant").

WHEREAS, Merchant is the owner and operator of certain facilities located at Chehalis-Centralia Airport ("the Airport"); and

WHEREAS, Merchant wishes to use ECS's payment card processing system and services (the "ECS Processing System") to facilitate its acceptance of EPIC payment cards (the "Cards") and operate ECS's payment card point of sale equipment described below ("PoS Equipment") in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, ECS has an agreement with an acquiring bank ("Acquiring Bank") that provides settlement services with respect to certain payment card transactions processed by ECS.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other consideration, the receipt and adequacy of which are hereby acknowledged, Merchant and ECS agree as follows:

1. Term and Termination. This Agreement shall be effective and binding on the parties hereto as of the day and year first written above and shall continue through December 31st of the year first written above. Thereafter, this Agreement shall automatically renew for subsequent twelve (12) month periods, commencing on January 1st and ending on December 31st, unless any party gives non-renewal notice at least 30 days prior to the expiration of the then-current term. Further, any party may terminate this Agreement upon thirty (30) days prior written notice to the other party at any time during the term.

2. Authorization to Honor Cards. ECS grants to Merchant the privilege of accessing the ECS Processing System for the acceptance of Cards and Merchant agrees to process all payment card and contract fuel transactions at the Airport through the ECS payment processing network. Merchant represents, warrants and covenants to ECS that (a) all Card transactions processed by Merchant shall have been originated by Merchant from a bona fide transaction for the sale of goods or services by Merchant to the customers properly presenting Cards for use in payment therefore, (b) the indebtedness represented by the information has not been pledged as collateral by or on behalf of Merchant, and (c) Merchant has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject indebtedness is impaired in any way.

3. Terms, Conditions and Requirements. In transactions involving Cards, Merchant agrees to comply with (the following referred to collectively as the "Requirements"): (a) all card acceptance policies, procedures, and operating instructions established by applicable card issuers; (b) the policies, procedures, and operating rules, regulations and instructions established by applicable payment card networks for Cards accepted by Merchant under this Agreement, as updated, modified, or amended from time to time (the "Payment Network Rules"); (c) applicable legal or regulatory requirements established by local, state, or federal law or agency; (d) the policies, procedures, operating instructions, and any special instructions relative to Card transactions as ECS or Acquiring Bank may establish from time to time, including but not limited to the general policies, procedures, and operating instructions set forth in the Credit Card Manual section of epiccardservices.com (the "Credit Card Manual"); and (e) the Card Processing Agreement Terms located at <https://epiccardservices.com/merchantTerms.action>.

The terms and provisions detailed in the Payment Network Rules, the Credit Card Manual and the Card Processing Agreement Terms are hereby incorporated herein by reference and made a part of this Agreement. ECS may amend, add to, or delete portions of the Credit Card Manual from time to time, and unless made impractical by security or other concerns, ECS shall provide prior notice to Merchant of changes in the Credit Card Manual by e-mail, posting on ECS's website, or at ECS's option, by written notice mailed to Merchant.

Merchant understands that its failure to comply with the Credit Card Manual, Payment Network Rules or Card Processing Agreement Terms may result in the applicable payment card networks imposing fees, fines and/or penalties for such noncompliance on Merchant, ECS or ECS's processor or Acquiring Bank, and Merchant agrees that it will be liable for all such fees, fines and/or penalties. Merchant agrees to review the Credit Card Manual section, the Payment Network Rules and the Card Processing Agreement Terms before submitting any Card transactions for processing under this Agreement. Merchant's submission of Card Transactions for processing through ECS shall evidence and ratify Merchant's agreement to be bound by the terms of the Credit Card Manual, the Payment Network Rules and the Card Processing Agreement Terms.

Notices. Any notices given hereunder by either party to the other shall, unless otherwise provided herein, be sufficiently made if sent by United States certified mail, return receipt requested, postage paid, or by email or facsimile, to the address

and/or number set forth below, and shall be deemed to be effective upon its receipt. Unless otherwise specified by not less than fifteen (15) days' prior written notice being given by either party to the other, all communications and notices hereunder shall be sent as follows:

To ECS -

By Mail: EPIC Card Services, LLC
PO Box 12249
Salem, OR 97309

To Merchant -

By Mail: Chehalis-Centralia Airport
900 NW Airport Way
Chehalis, WA

Email: _____

Entire Agreement. The parties agree that this Agreement, including all attachments hereto, the Requirements, and all other items incorporated by reference herein, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been entered into the day and year first above written.

EPIC Card Services, LLC

Chehalis-Centralia Airport

By: _____
(Signature)

By: _____
(Signature)

Name: Marla Beckham
(Printed)

Name: _____
(Printed)

Its: Chief Financial Officer
(Title)

Its: _____
(Title)

Date: _____

Date: _____

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Attachment 1

PROCESSING RATES

Current processing charges for all Card Transactions processed through the Epic Processing System and/or the PoS Equipment are according to the following schedule:

Cards Accepted to Process and Processing Charges (check all that apply):

Card Type	Rate	Reimbursement Time*
<input checked="" type="checkbox"/> EPIC Card, EPIC Signature Card, or any other EPIC Card Program	0% - Contract (for Jet Fuel + Ancillary Services & 1.75% for Ancillary Services and Avgas) <i>or</i> 1.75% - Retail	2 Business Days
<input checked="" type="checkbox"/> UVair	0% - Contract <i>or</i> 2.95% - Retail	Based on Your Contract <i>or</i> 2 Business Days for Non Contract
<input checked="" type="checkbox"/> American Express	3.35%	2 Business Days
<input checked="" type="checkbox"/> AVCard	3.25%	2 Business Days
<input checked="" type="checkbox"/> Discover	2.95%	2 Business Days
<input checked="" type="checkbox"/> Government Air Card	0% - Contract <i>or</i> 4.50% - Non Contract	Based on Your Contract <i>or</i> 2 Business Days for Non Contract
<input checked="" type="checkbox"/> MultiService	3.25%	2 Business Days
<input checked="" type="checkbox"/> MasterCard	2.10% - Qualified <i>or</i> 3.15% - Unqualified	2 Business Days
<input checked="" type="checkbox"/> Visa	2.10% - Qualified <i>or</i> 3.15% - Unqualified	2 Business Days

* Per the terms of the Agreement, payment is subject to acceptance and remittance of settlement funds by the Card issuer.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Trent Lougheed, Public Works Director

MEETING OF: April 27, 2020

SUBJECT: Resolution No. 6-2020, First and Final Reading – Support for a Basin-Wide Solution to Flooding and Aquatic Species Restoration

INTRODUCTION

The City of Chehalis has historically supported balanced and basin-wide solutions for people, fish, and aquatic species. Further, the City supported the Chehalis Basin Strategy which identifies a plan to accomplish both.

In October 2016, the City of Chehalis adopted a resolution favoring Alternative 1 of the Department of Ecology's Programmatic Environmental Impact Statement (EIS) on the Chehalis Basin Strategy, which included several flood reduction projects and multiple aquatic species habitat improvement actions. Since that time the project specific Draft EIS for a major flood reduction project, specifically a flood retention facility, has been prepared and is available for public comment until May 27, 2020.

A resolution of support for the flood reduction project as part of a basin-wide solution to flooding and aquatic species restoration has been prepared for City Council action.

DISCUSSION

There is a need for solutions that provide the most beneficial combination of flood protection and aquatic species enhancement, based on best available science, in the Chehalis River Basin with the least adverse impacts.

The Draft EIS for the proposed Chehalis River Basin Flood Damage Reduction project identifies:

1. Benefits for the City of Chehalis where “. . . flood levels for much of the study area would be reduced by 3 to 5 feet”, as well substantial reductions in impact and flood inundation for thousands of structures, the airport and I-5.
2. Impacts to several fish, aquatic species and their habitat that are “. . . considered unavoidable impacts unless mitigation is technically feasible and economically practicable.”

There are balanced pathways forward that gain the benefits of the proposed Chehalis River Basin Flood Damage Reduction project, while at the same time mitigating the negative impacts. Chief among these (in addition to the purely technical mitigations identified in the Draft EIS) is the Chehalis Basin Strategy and the work of the Office of the Chehalis Basin Board.

The Office of the Chehalis Basin Board was established to implement the Chehalis Basin Strategy, including the administration of legislative funding. As mentioned, the Chehalis Basin Strategy includes both flood reduction and habitat restoration, as identified in the Aquatic Species Restoration Plan. The Strategy assumes that one cannot happen without the other.

The Draft EIS for the flood retention facility focuses its analysis on the negative environmental impacts associated with the construction of the proposed flood retention facility. While the Draft EIS acknowledges that mitigation can address the impacts, it does not include an analysis of how the implementation of a mitigation plan would offset the negative impacts. Due to the nature of the process, the Draft EIS does not include an analysis of the construction of the flood retention facility in conjunction with the implementation of the Aquatic Species Restoration Plan.

The Chehalis City Council has taken a position of support for the construction of a major flood reduction facility in conjunction with a robust habitat restoration plan. It has also fully supported the work of the Office of the Chehalis Basin Board to assure that the impacts of major flooding and the need for habitat restoration are both addressed. The importance of doing both is fully understood and fully supported by past actions of the City Council.

Adoption of the resolution presented tonight will demonstrate the continued support of the City of Chehalis for a balanced approach to reducing the impacts of flooding and improving the habitat in the Chehalis Basin, specifically the flood retention facility and the habitat restoration plans identified in the Chehalis Basin Strategy.

FISCAL IMPACT

There are no direct fiscal impacts associated with acting on the resolution.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 6-2020 on first and final reading.

SUGGESTED MOTION

I move that the City Council adopt Resolution No. 6-2020 on first and final reading.

RESOLUTION NO. 6-2020

**A RESOLUTION OF THE CITY OF CHEHALIS,
WASHINGTON, CONTINUING ITS SUPPORT FOR A
BASIN-WIDE SOLUTION TO FLOODING AND AQUATIC
SPECIES RESTORATION.**

WHEREAS, in 2010 and 2016 the City of Chehalis, like many other jurisdictions in the Basin, adopted local resolutions in support of a Basin-wide solution to flooding and aquatic species restoration as developed through the Chehalis Basin process (see “City of Chehalis 19-2016” in the Chehalis River Basin Flood Authority’s Local Resolutions Library below).

WHEREAS, the City of Chehalis foresees a future through the Chehalis Basin process where our families and communities are protected from the worst of the periodic catastrophic floods that hit our Basin and a future where habitat restoration projects have turned a declining fishery into a vibrant fishery.

WHEREAS, on April 21, 2020 the Chehalis River Basin Flood Authority stated its support for the Chehalis River Basin Flood Control Zone District’s proposed Chehalis River Basin Flood Damage Reduction Project and view that the institutional governance capacity existed in the Basin to identify and implement sufficient “technically feasible and economically practicable” mitigation as required (see “Final CRBFA Letter re DEIS” in the Chehalis River Basin Flood Authority’s Local Resolutions Library below).

WHEREAS, the Flood Authority’s position on the District’s proposed Chehalis River Basin Flood Damage Reduction Project is consistent with previous positions and statements supporting balanced, Basin-wide solutions for flooding and aquatic species restoration made by the City of Chehalis.

WHEREAS, the Department of Ecology’s Draft Environmental Impact Statement shows the District’s proposed Chehalis River Basin Flood Damage Reduction Project will deliver significant reductions in catastrophic levels of flooding for Basin communities and provide substantial reductions in impact and flood inundation for thousands of structures, including homes, schools, churches, small businesses, state highways and I-5 provided impacts are acceptably mitigated.

WHEREAS, the Chehalis River Basin Flood Authority, Office of Chehalis Basin, Chehalis Basin Board, Chehalis Basin Flood Control Zone District, and Chehalis Basin Strategy together provide a well-structured governance and funding framework that has delivered much positive “flood” and “fish” benefit to the Basin since the catastrophic floods of 2007 and 2009.

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

Section 1. To support and offer the City’s continued participation in the integrated processes of the Chehalis River Basin Flood Authority, Office of Chehalis Basin, Chehalis Basin

Board, Chehalis Basin Flood Control Zone District, and Chehalis Basin Strategy as the best way to deliver the most beneficial combination of flood protection and aquatic species enhancement all Basin citizens, stakeholders, and “flood” and “fish” interests deserve.

ADOPTED by the City Council of the City of Chehalis, Washington and **APPROVED** by its Mayor, at a regularly scheduled meeting thereof this _____ day of _____, 2020.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney



Local Resolutions Library

https://www.ezview.wa.gov/site/alias_1492/37643/local_resolutions.aspx