

PLEASE NOTE SPECIAL MEETING TIME

CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BOULEVARD, CHEHALIS, WA 98532

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

January 11, 2016

4:45 p.m.

WORK SESSION		
1. <u>Interview Applicant for Historic Preservation Commission Appointment.</u> (Mayor)	---	1

Regular Meeting of Monday, January 11, 2016

5:00 p.m.

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

CITIZENS BUSINESS

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

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SPECIAL BUSINESS

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| 4. <u>Swearing-in of Re-elected Council Members.</u> (Municipal Court Judge Dale McBeth) | --- | |
| 5. <u>Election of Mayor and Mayor Pro-Tem for 2016-2017.</u> (Mayor, Council) | --- | |
| 6. <u>Council Committee/Board Appointments.</u> (Mayor) | --- | 2 |
| 7. <u>Service Recognition – Property Maintenance Worker Rich Trotter and Court Administrator Becky Fox.</u> (Mayor, Community Development Director, Municipal Court Judge) | --- | |

CONSENT CALENDAR

- | | | |
|---|--|----|
| 8. <u>Minutes of the Regular Meeting of December 14, 2015.</u> (City Clerk) | APPROVE | 5 |
| 9. <u>Vouchers and Transfers.</u> (Finance Manager) | APPROVE | 12 |
| 10. <u>Resolution No. 2-2016, First and Final Reading – Setting Date and Time of January 26, 2016, at 5:05 p.m. for Public Hearing on Annexation of Property in the City's Urban Growth Area.</u> (City Manager, Community Development Director, City Attorney) | ADOPT | 15 |
| 11. <u>Authorize City Manager to Execute Interlocal Agreement Between the City and Lewis County to Provide Fire Investigation Services.</u> (City Manager, Fire Chief) | AUTHORIZE CITY MANAGER TO EXECUTE INTERLOCAL AGREEMENT | 49 |

ADMINISTRATION AND CITY COUNCIL REPORTS

- | | | |
|--|------------------|--|
| 12. <u>Council Reports.</u> | | |
| a. Councilor reports. (City Council) | INFORMATION ONLY | |
| b. Council committee reports. (City Council) | INFORMATION ONLY | |

UNFINISHED BUSINESS

13. Ordinance No. 951-B, Second and Final Reading – Establishing Vesting Regulations for Land Use Permits. (City Manager, Community Development Director, City Attorney)

PASS

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NEW BUSINESS

14. Resolution No. 1-2016, First and Final Reading – Authorizing City Manager to Execute Contract with State Revolving Fund for a Loan in the amount of \$15,000 for the Coal Creek Sewer Extension Project. (City Manager, Public Works Director, Wastewater Superintendent)

ADOPT

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THE CITY COUNCIL MAY ADD AND TAKE ACTION ON
OTHER ITEMS NOT LISTED ON THIS AGENDA

NEXT REGULAR CITY COUNCIL MEETING WILL BE ON MONDAY, JANUARY 25, 2016

City of Chehalis APPLICATION FOR APPOINTMENT

Date 11-12-15

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

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

- checkbox Sister City Committee (CMC 2.80)
checkbox Chehalis River Basin Flood Authority
checkbox Lodging Tax Advisory Committee (Resolution 1-98)
checkbox Planning Commission (CMC 2.48)
checkbox [checked] Historic Preservation Commission (CMC 2.66)
checkbox Civil Service Commission CMC 2.56 and RCW 4.108-Fire, RCW 41.12-Police

Please print

Name JAMES HILL

Present employer KMB DESIGN

Employer address 828 7TH AVE SE OLYMPIA, WA Phone No. 360.352.8883

Fax No. 360.352.8853 E-mail JAMES.HILL@KMBDESIGN.COM

Home address 479 NE ADAMS AVE CHEHALIS Home Phone No. 360.480.3775

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

If yes, please explain

Date available for appointment 11/12/15

Available to attend Evening meetings? [checked] Yes checkbox No Daytime meetings? [checked] Yes checkbox No

Approximately how many hours each month can you devote to city business? 8

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

GROWING UP IN ONE OF THE HISTORIC HOME'S ON ST. HELENS AVENUE. HELPED SHAPE MY PASSION FOR ARCHITECTURE AND SPECIFICALLY HISTORIC ARCHITECTURE FROM A YOUNG AGE. I WENT ON TO ACHIEVE MY MASTERS IN ARCHITECTURE FROM WSU AND EVENTUALLY MY ARCHITECTURE LICENSE. I HOPE TO ADD VALUE TO THE COMMISSION BY DRAWING FROM MY BACKGROUND IN ARCHITECTURE AND HELP PRESERVE AN IMPORTANT PART OF THE CITY I GREW UP IN, LOVE, AND AM RAISING MY FAMILY IN.

Signature [Handwritten Signature]

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

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

Committee / Board	Representative(s)	Date(s) Appointed	Meeting Information
Centralia Landfill Closure Group: Executive Committee Joint Board	City Manager (chair)	01/26/15	3 to 4 times per year on the 2 nd Thursday of a month 2:00 p.m. Centralia Utilities Department
Centralia-Chehalis Transportation Cooperative	Ketchum Taylor Spahr City Manager - staff Public Works Director-staff	01/26/15 01/26/15 01/26/15 01/26/15 01/26/15	3 rd Monday 7:00 a.m. Centralia City Hall
Chehalis Business Association	Harris Spahr City Manager - Admin Rep	01/26/15 01/26/15 01/26/15	3 rd Tuesday of each month 7:30 a.m. Sweet Inspirations
Chehalis-Napavine-LCSD No. 4 Sewer Operations	Pope Spahr	01/26/15	As needed
Chehalis River Basin Partnership	Harris (chair) Wiltzius - alternate Vasilauskas - alternate	01/26/15 01/26/15 01/26/15	4 th Friday of each month 9:30 a.m. Lucky Eagle Casino, Rochester
Chehalis Basin Flood Authority	Julie Baimelli-Powe Primary (09-22-14) Dr. John Hennicksen- Alt. (04-23-12)	01/26/15 01/26/15	3 rd Thursday of each month 9:00 a.m. - Technical Workshop Veterans Museum or Lewis County offices 1:30 p.m. - Flood Authority Meeting Lewis County offices
Chehalis Community Renaissance Team	Pope City Manager Foley - Staff	01/26/15	2 nd Friday of each month 8:30 - 9:30 a.m. City Hall Basement (small meeting room)
Chehalis Foundation	Pope	01/26/15	3 rd Tuesday of each month 12:00 - 1:00 p.m. City Hall Basement (small meeting room)
Chehalis Parks Committee	Lund Harris Pope Osborn - Staff	01/26/15	As needed
Council Budget Committee	Dawes Harris Spahr	01/26/15 01/26/15 01/26/15	Annually during budget process
Council GMA Committee	Pope (chair) Dawes Ketchum	01/26/15 01/26/15 01/26/15	As needed and available Usually city offices

Council Voucher Approval Committee	Harris Dawes Pope	01/26/15 01/26/15 01/26/15	As needed twice per month to review and sign vouchers Finance Department
Southwest Washington Economic Development Commission (Formerly - Cowlitz-Lewis Economic Development District Board)	Spahr City Manager	01/26/15 01/26/15	Twice per year in January and July (360-577-3041)
Employee Emergency/Disaster Preparedness Committee	Harris Fire Chief - staff	01/26/15	1 st Tuesday Quarterly 1:30 p.m. City Hall - jury Room
Joint Oversight Board for the Functional Consolidation	Dawes, Spahr, Lund, Fire Chief -staff City Manager -staff	01/26/15	4 th Wednesday - every other (odd) month 6:30 p.m.
Lewis County EDC Board	Spahr	01/26/15	RFA Fire Station on Harrison Avenue, Centralia 1 st Thursday of Feb., Apr., June, Aug., Oct., and Dec. 7:00 a.m. Kit Carson Restaurant
Lewis County Historical Museum Board	Lund	01/26/15	1 st Tuesday of each month 5:15 p.m. Museum meeting room
Lewis County Law & Justice Council	Schaffer -Staff Fox -Staff	01/26/15 01/26/15	As scheduled Lewis County Law and Justice Center
Lewis County LEOFF Disability Board	Bonnie Canaday (elected by Lewis County cities)	04/10/14	3 rd Friday of each month 3:00 p.m.
Lewis County Planned Growth (GMA) Committee	Spahr City Manager - alternate Osborn - Staff	01/26/15	Lewis County Commissioners Office 1 st and 3 rd Mondays of each month 3:00 p.m. Various locations
Lewis County Public Transportation Benefit Area Authority (Twin Transit Board)	Taylor	01/26/15	3 rd Thursday of each month 8:00 a.m.
Lewis County Solid Waste Advisory Committee	Harris	01/26/15	Twin Transit Office, Centralia 2 nd Wednesday of each month 1:00 p.m. Lewis County Transfer Station
Lewis County Solid Waste Disposal District Executive (Advisory) Committee	Harris	01/26/15	Once per year to approve the budget
Lewis County Traffic Safety Council	Sahlin -Staff	01/26/15	3 rd Wednesday of each month 7:00 a.m.
Lewis County Transportation Strategy Council	Taylor City Manager Ketchum - alternate	01/26/15	Lewis County Sheriff's Training Room 3 rd Monday of each month 2:00 p.m. LC Public Services
Lodging Tax Advisory Committee	Harris (chair) City Manager -staff Foley - staff	01/26/15 01/26/15	Once per year in September and as needed otherwise City Hall

Pt. 09 Committee (for 2015)	Dawes	01/26/15	2 nd Friday of March, June, Sept., and Nov. 9:00 a.m. Lewis County EDC Conference Room
Sister City Committee	Ketchum Foley –staff	01/26/15	Evenings as needed and available, usually more often in spring and summer City Hall
Rural Economic Development Public Facilities Advisory Committee Board	Chehalis – 2012 (Ketchum) (1 year cycle)	01/26/15	Annually (February – 2012) 9:00 a.m. Lewis County EDC Board Room
South Puget Sound FTZ Policy Committee	Osborn - Staff	01/26/15	2 nd Thursday of January, April, July, and October 9:00 a.m. Port of Olympia offices
SW WA Regional Transportation Planning Organization Board	Lund Ketchum – alternate	01/26/15 01/26/15	2 nd Wednesday of Feb., May, Sept., and Nov. 5:00 – 7:00 p.m. Various member locations throughout region

December 14, 2015

The Chehalis city council met in regular session on Monday, December 14, 2015, in the Chehalis city hall. Mayor Dawes called the meeting to order at 4:15 p.m. with the following council members present: Terry Harris, Dr. Isaac Pope, Bob Spahr, Daryl Lund, Chad Taylor, and Tony Ketchum. Staff present included: Merlin MacReynold, City Manager; Bill Hillier, City Attorney, Judy Schave, City Clerk; Ken Cardinale, Fire Chief; and Dennis Osborn, Community Development Director.

1. **Executive Session.** Mayor Dawes announced the council would be in executive session pursuant to RCW 42.30.110(1)(i) – potential litigation for approximately 45 minutes and there would be no decision following conclusion of the executive session.

Mayor Dawes closed the executive session at 4:58 p.m. and announced the council would take a short recess and reopen the regular meeting at 5:02 p.m. Additional staff included: Glenn Schaffer, Police Chief; Judy Pectol, Finance Manager; Peggy Hammer, Human Resources Administrator; Rick Sahlin, Public Works Director; and Don Schmitt, Street/Stormwater Superintendent.

2. **Citizen Business.** Lola Toloba (Smith) spoke briefly about the Dorothy and Donald Smith Family Visitation Center. She noted after her parents passed away she had to make a decision on what to do with her home and decided to turn the bottom floor into a visitation center for children. Ms. Toloba reported she's been working under contract with the Department of Social and Health Services to provide visitation services for children in foster and home care on a dependency action with Superior Court. She stated the need is great and the feedback she's received has been very positive.

3. **Update on Activities of the Lewis Economic Development Council (EDC).** Executive Director Matt Matayoshi thanked the council for the opportunity to give an update on the work of the EDC. He noted they're a non-profit organization that is set up to recruit, retain, and expand business within all of Lewis County. Mr. Matayoshi recognized Councilor Spahr who serves on the Board of Directors, which is made up of public and private representatives from throughout the county.

Mr. Matayoshi reported the EDC administers the .09 Distressed Counties fund, which is funded by one percent of the retail sales tax dollars collected in Lewis County. He noted this funding goes towards economic development projects in Lewis County, which Chehalis benefited from in 2015.

Mr. Matayoshi reported part of their marketing program is to recruit new businesses and industry into the community. He noted in 2015 they received a number of leads, particularly in the area of distribution centers. Mr. Matayoshi stated one project that has moved forward is a glass panel company that makes panels for high-rise structures.

Mr. Matayoshi talked briefly about their business retention program, noting last August they were funded by the county to add an additional person to oversee the program.

Mr. Matayoshi stated, in 2015, they partnered with Craft3, a non-profit lender, to provide gap lending to companies who are not quite bankable. He noted Craft3 has a portfolio of \$200 million and the expertise of nearly 50 people on staff to get things done.

Councilor Lund reported he's been working on a project in Mason County and the officials there speak very highly of Mr. Matayoshi.

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

- a. Minutes of the regular meeting of November 23, 2015, and the special work session of November 30, 2015;
- b. Claim Vouchers No. 114270-114395 in the amount of \$1,194,097.79 dated November 30, 2015; and Payroll Vouchers No. 38535-38583, Direct Deposit Payroll Vouchers No. 6589-6676 and Electronic Federal Tax Payment No. 154 in the amount of \$685,266.34 dated November 30, 2015;
- c. Accept Washington State Transportation Improvement Board Grant in the amount of \$442,260 for the grind and overlay of National Avenue and authorize the city manager to execute the same; and
- d. Adopt Resolution No. 13-2015 on first and final reading declaring the city of Chehalis to be in a State of Emergency.

December 14, 2015

The motion was seconded by Councilor Pope and carried unanimously.

5. Administration Reports.

a. **Briefing on Student Firefighter Program.** Fire Chief Ken Cardinale reported his objective is to implement a Student Firefighter Program with a target date of January 2016. He noted the program will provide an opportunity for young youth in the community to get firsthand knowledge of the inner-workings of a fire department. Chief Cardinale provided an overview of the program, which will include:

- Proposal for eight students - each student will be assigned to a specific shift (working at night, during the week, and 24-hour shifts on the weekend)
- Co-op work experience program in coordination with community college fire technology programs
- Students will gain experience in multiple areas of the fire service for both fire and emergency medical services
- Candidates will be selected through a process similar to entry-level firefighters
- Prospective students must meet minimum requirements, to include: currently attending community college (preferred major in fire technology); driver's license; must be 18 years of age and have personal health insurance
- Resumes and applications will be accepted during filing period, and oral interviews will be used to select the most qualified candidates

Chief Cardinale reported the students will not be engaged in any offensive firefighting operations, adding they will strictly ride-along and support the department in post-fire operations. He noted the benefit to the students will include:

- Participants will gain job specific work experience and get a firsthand look into professional firefighting
- Participants will receive the necessary training required to complete the State FFQ Certificate
- Participants will create relationships with firefighters that may assist the student with entry-level testing for firefighting
- Participants will build a Resume
- Participants will see if they are a good fit for the Chehalis fire department and vice versa

Benefits to the Chehalis Fire Department include:

- Student programs save money; a student program has the ability to effectively pre-screen future employees in a way that an interview process never can; saves the city the cost of training an unfit employee
- Student programs can be run at a very low cost relative to the potential savings and benefits it offers
- Will increase the department's exposure for recruiting diverse qualified candidates and provide those candidates with easier transition to being a full-time employee

Benefits to the community include:

- Larger department presence at community events
- Better interaction with neighboring cities resulting from joint training
- Money saved from study program can be used in other places that benefit the city

Chief Cardinale reported the needs for moving forward will include:

- Equipment: one set of personal protective equipment, including fit-tested SCBA masks
- Three sets of uniforms: light blue shirts and dark black jean pants
- Department support for monthly training - Senior Firefighter Derrick Paul has volunteered to be program coordinator
- Small budget, or approval to be included in existing budget

Councilor Spahr asked how many students they would have on staff at any one time.

Chief Cardinale reported on any given day (shift) they would have two on duty, with a total of eight in the program.

December 14, 2015

Councilor Lund inquired as to the number of reserve firefighters the city currently has.

Chief Cardinale reported the city has none at this time.

Councilor Lund asked if there are any plans on building up the reserve program.

Chief Cardinale reported they plan to take the reserve program on at the beginning of 2016, as well. He stated they wanted to get the student program started because it's an opportunity for the youth who are already involved in Community College programs and have an interest in firefighting as a career, rather than just being a volunteer.

Councilor Lund inquired as to why the students will not be able to actually help during an emergency situation. Chief Cardinale reported for liability reasons. He noted this is a co-op with the community colleges and they have liability restrictions, which prevents them from doing any offensive operations.

Councilor Lund asked how old someone had to be to volunteer.

Chief Cardinale reported they have to be 18 years old.

Councilor Lund stated if it were up to him he would be spending more time building up the reserve program, before the student program.

Councilor Taylor stated he thought it was a really good program and was surprised at how inexpensive it will be to set up.

b. Rocky Mountain Power, a Division of PacifiCorp/Chehalis Power Plant Update. Public Works Director Rick Sahlin reported, on November 30, the city received payment from the Chehalis Generating Facility, which is now part of PacifiCorp, for some ERUs that the city and Chehalis Power agreed on back in 2002. He noted the water division received \$981,032.70, and the wastewater division received \$775,377.

Mr. Sahlin reported the city obligated the power plant 540 ERUs for water and 320 for sewer, and at the time they only paid for 66 ERUs for water and 64 for sewer. He noted the city has tracked their water usage and over the last couple of years their usage has exceeded the number of ERUs they paid for. Mr. Sahlin reported last spring a letter was sent to the facility regarding the situation and in November the city received confirmation stating they wanted to pay for the balance of the ERUs.

City Manager MacReynold reported Mr. Sahlin and the public works staff did a good job meeting with the power plant technical staff to work it out.

c. Briefing on Cannabis Processing, Production and Growing Facilities in Chehalis Industrial Zones. Community Development Director Dennis Osborn reported the current city code allows hemp production in the industrial zones of the city. He noted, with the ongoing changes in the marijuana/cannabis laws, the administration wanted to look at adding the word "cannabis" instead of having to interpret the code of hemp to mean cannabis for production and retail.

Mr. Osborn reported the administration had a meeting with Councilor Harris who expressed some concerns and wanted to talk about limiting the number of retail and production facilities within the city.

Councilor Harris reported, not too long ago, the police department was dealing with issues concerning our taverns and bars. He noted one of the things they looked at was limiting the number of licenses for those particular types of businesses, which the council never acted on. Councilor Harris stated he wasn't at the meeting when the ordinance failed to ban marijuana in the community, and in supplement to that he would like to figure out a way to at least limit the number of establishments.

Councilor Harris suggested, since the state is not receiving the type of revenue they anticipated, they're looking at opening it up to where more facilities can be open, rather than limiting the number in certain communities. He stated he would like to get ahead of the game and figure out a way to set some kind of limit on the number of licenses the city wants to issue within the community.

December 14, 2015

Mayor Dawes reported the council never had a motion on the floor to outright ban it, adding they just decided to not extend the moratorium. He noted at the time the state decided we would have one retail facility within the community, adding he was fine with just having one.

Mr. Osborn reported he was seeking direction from the council as to whether or not they want to look at limiting the number of production, processing and growing, and retail facilities.

Councilor Ketchum stated he would like to see them limit the number.

City Attorney Hillier suggested they needed be mindful that we've gone with the regulations that simply say we will go by the state's requirements.

Mr. Osborn reported we currently have one retail facility, one production facility, and a couple of licenses/applications in for additional production facilities. He noted we also have one application in for a conditional use for a production facility at the old Alaskan Camper facility located above the public works department.

City Attorney Hillier reported our ethical responsibility is to not only allow the one that's in place and working, but we also have the responsibility to the vested application to process it and see what happens.

City Manager MacReynold asked Mr. Osborn to clarify what the administration intends to bring back for council consideration with reference to city code.

Mr. Osborn reported the things they need to take a look at include: do they want it as an allowance in the industrial zone for the production side, and adding language in the cannabis section of the retail section of the code as to what zone they want that in, especially if they want to limit the number. He stated if the council is worried about that type of growth or impact on the community they would probably want to talk about limiting the gross floor area of a structure. Mr. Osborn suggested they may also want to have a conversation about odor control and those types of issues. He reported the international code really doesn't have anything dealing with controlling marijuana and we certainly won't get any help at the federal level.

Councilor Harris had concerns about the state lifting the requirement of having just one facility in our community, adding now any number of applicants can go through the process and the city has no way of controlling it. He felt it was important to put some kind of limit on the number of processors, as well as store fronts. Councilor Harris suggested they be proactive in figuring out how they want to demonstrate what our community is and what our values are.

City Attorney Hillier stated early legislation limited it to one retail store, adding they didn't say anything about how many processing facilities we can have.

City Manager MacReynold stated, "With reference to the change in the state regulations the 'one' facility no longer applies to us."

City Attorney Hillier stated that's correct. He noted medical marijuana was not considered in that, so there could have been five or six medical marijuana facilities in town, but only one retail store for cannabis for recreational use. City Attorney Hillier reported now that they've merged the two they decided to get away from the number of facilities.

Councilor Taylor asked if they could legally limit the number of businesses that provide this type of service, or any other type of business for that matter.

City Attorney Hillier stated they could.

Councilor Harris stated he was interested in whether or not the council wanted to cap the number of retail marijuana outlets. He suggested they may need to do some more in-depth study about processing plants, adding that would require a much more scientific ordinance.

December 14, 2015

Mayor Dawes stated he didn't hear any interest from the council to expand the number of retail stores, or the number of processing facilities other than what we already have.

Councilor Lund asked if they were going to start putting caps on the number of hair stylists, lawyers and hardware stores.

City Manager MacReynold stated the administration is not proposing that, adding they're asking the council what they want since it's their call.

City Attorney Hillier stated there is currently no limitation and the administration is not bringing anything forward to change that, unless the council gives direction that they want it changed.

Councilor Taylor stated it would be interesting to see what they can do to address the odor issue.

City Attorney Hillier suggested that can be worked into the nuisance ordinance, but some research will have to be done first.

Councilor Harris asked if anyone had any objections to asking the administration to come back with an ordinance that will cap it at one retail outlet to start with.

Councilor Spahr stated yes, if it's legal that they can do something like that.

Councilor Harris stated it is legal, adding they could have banned it altogether.

Councilor Spahr stated it seemed odd that you can pick on one industry and limit it.

City Attorney Hillier stated we have the ability to limit the number of establishments, similar to what Centralia is doing with their public drinking facilities.

Councilor Pope stated in the past he brought up something about the number of coffee stands in town and that didn't go anywhere. He suggested if they're going to start limiting people's rights to have certain types of businesses they should make it uniform across the board.

City Manager MacReynold noted they have a great deal of control through the zoning code.

Mr. Osborn reported the council has the right to protect the public's health, safety and general welfare. He stated if they deem this falls under that heading they have the ability to regulate it and to give the administration the direction to do so.

Mayor Dawes reported the council ultimately decided not to extend the moratorium, which allowed it to come into town. He stated he was not interested in being in the top 10 of having marijuana store fronts, nor does he want to be the city that collects the most tax revenue on it. Mayor Dawes suggested if people want to take part in this type of activity they have the opportunity to do so and they will have the opportunity to grow, but he is not interested in having our city be one of the top 10. He stated if the county continues its moratorium and decides to outright ban it, and Centralia has outright banned it, they're all going to come here and he's not sure that's the message they want to send.

Councilor Lund stated it reminded him of years ago when the council realized that some of the non-profit groups and bars were having trouble paying such a high pull-tab tax. He noted they had a group of citizens come to town to say prostitution and all sorts of bad things would happen if we did away with the pull-tab tax; however, our esteemed city attorney reminded them that the county didn't have any pull-tab tax and there was none of that bad stuff going on in the county. Councilor Lund indicated he wasn't really worried about it and suggested capitalism could regulate how many producers and retail fronts they have. He stated he believed what our country was set up on and they should let it go.

Councilor Ketchum stated he supported Councilor Harris' proposal.

December 14, 2015

Mayor Dawes stated he was fine with the proposal, as well.

Councilor Lund stated he was against it.

Councilor Taylor stated he was probably against it too.

Councilor Spahr stated he wanted to know what the alternatives are.

Councilor Harris suggested they could change the number to however many they want.

City Manager MacReynold reported most of what they bring back will be straight forward changes and updates to our code, based on the discussion. He stated regulating the number of establishments could be dealt with through a separate ordinance, which will give the council time to think about it.

Mayor Dawes stated that's what they'll do.

Councilor Pope informed the council that the most common drug that has been violated in our city is a prescription drug called Oxycontin.

d. **Consider Cancellation of December 28 Council Meeting.** City Manager MacReynold reported administratively we don't have anything additional and recommended the council's consideration of cancelling the December 28 meeting.

Councilor Taylor moved that the council cancel the meeting of December 28, 2015.

The motion was seconded by Councilor Ketchum and carried unanimously.

6. **Council Reports.**

a. **Update From Councilor Harris.** Councilor Harris reported he's had numerous community members talk to him about all of the things going on in the city. He's also received several complements about the professional manner in which the city employees act and go above and beyond to do their jobs. Councilor Harris stated he wanted to take this opportunity to thank all of the employees of the city.

b. **Update From Councilor Pope.** Councilor Pope talked briefly about the Recreation Park Project, noting the city went through a process that has been very rewarding. He hoped to continue to progress and move forward with the project. Councilor Pope thanked Mr. Osborn, the consultants, City Manager MacReynold and the rest of the Chehalis Parks Committee for the time they've put in to make it work.

c. **Update From Councilor Spahr.** Councilor Spahr reported he attended the Joint Oversight Board meeting regarding the functional consolidation. He also attended the EDC Board meeting, noting there's a degree of confidentiality in the clients they serve and a lot of things going on they can't publically come out and talk about. Councilor Spahr stated Mr. Matayoshi is doing a heck of a good job and hoped we would all benefit from the work he's doing.

d. **Update From Councilor Lund.** Councilor Lund stated it's been such a blessing and joy to work with Councilors Pope and Harris on the Recreation Park Project. He noted they're both progressive and forward looking individuals and they do so much for the community. Councilor Lund reported he also attended the Joint Oversight Board meeting along with Councilor Spahr and Mayor Dawes.

Councilor Lund talked briefly about the old fire bell that was located at the old city hall. He wondered if the council had any suggestions as to what they could do with the bell; whether they wanted to mount it up by the library, or put it somewhere on city hall grounds. Councilor Lund stated, prior to having radios, there was a mechanism in the bell tower that would ding a code to basically tell the volunteers and paid firemen what area of town to go to. He suggested the bell is a unique piece of our history.

December 14, 2015

Mayor Dawes thought it was a good idea.

e. **Update From Councilor Taylor.** Councilor Taylor wished everyone a Merry Christmas, including Andy Sennes.

f. **Update From Mayor Dawes.** Mayor Dawes reported he attended the United Way of Lewis County celebration event at the Holiday Inn Express. He also attended the Mayors meeting and An Evening with the Authors at the Lewis County Historical Museum.

Mayor Dawes reported on the Annual Santa Parade, noting it was unfortunate that it rained, but everyone was still pretty happy.

Mayor Dawes talked briefly about the fire consolidation meeting, noting what they ultimately decide on is still in question, but there's a tremendous amount of training and benefit just by the fact that they're working together. He stated regardless of where a fire is located, they'll all be responding to it.

Councilor Harris reported the Fred Meyer Distribution Center sponsored the parade this year. He noted they had a lot of activity on their float, including a snow machine that was blowing snow from half a block away.

7. **Ordinance No. 950-B, Second and Final Reading – Assuming the Functions, Rights and Powers of the Transportation Benefit District.** City Manager MacReynold reported the ordinance was approved on first reading at the previous meeting. He encouraged the council's consideration to move the Transportation Benefit District into our city code and structure.

Councilor Spahr moved to pass Ordinance No. 950-B on second and final reading.

The motion was seconded by Councilor Taylor and carried unanimously.

8. **Ordinance No. 951-B, First Reading – Establishing Vesting Regulations for Land Use Permits.** Mr. Osborn reported the proposed ordinance is based on a court decision that reestablishes our past practice, which allows vesting to occur at the time of a complete application being reviewed and accepted by the city.

Councilor Ketchum moved to pass Ordinance No. 951-B on first reading.

The motion was seconded by Councilor Lund and carried unanimously.

There being no further business to come before the council, the meeting adjourned at 6:05 p.m.

Mayor

Attest:

City Clerk

SUGGESTED MOTION

I move that the council approve the minutes of the regular city council meeting of December 14, 2015.

CITY OF CHEHALIS
AGENDA REPORT

DATE: December 15, 2015
TO: The Honorable Mayor and City Council
FROM: Judy Pectol, Finance Manager *JP*
PREPARED BY: Michelle White, Accounting Tech II *MW*
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following:

Claim Vouchers No. 114396 through 114519 and Electronic Funds Transfer No. 1120151 in the amount of \$519,190.82 dated December 15, 2015 and the transfer of \$227,268.98 from the General Fund, \$4,686.01 from the Dedicated Street Fund - 4% Sales Tax, \$457.60 from the First Quarter Percent REET Fund, \$163.27 from the Garbage Fund, \$60,176.22 from the Wastewater Fund, \$102,454.67 from the Water Fund, \$1,836.17 from the Storm & Surface Water Utility Fund and \$122,147.90 from the Airport Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the December 15, 2015 Claim Vouchers No. 114396 through 114519 and Electronic Funds Transfer No. 1120151 in the amount of \$519,190.82.

SUGGESTED MOTION

I move to approve the December 15, 2015 Claim Vouchers No. 114396 through 114519 and Electronic Funds Transfer No. 1120151 in the amount of \$519,190.82.

Reviewed by: *Marc Deplak*, City Manager

**CITY OF CHEHALIS
AGENDA REPORT**

DATE: December 31, 2015
TO: The Honorable Mayor and City Council
FROM: Judy Pectol, Finance Manager *JP*
PREPARED BY: Michelle White, Accounting Tech II *MW*
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following:

Claim Vouchers No. 114520 through 114606 in the amount of \$87,065.38 dated December 31, 2015 and the transfer of \$25,032.85 from the General Fund, \$1,391.53 from the Dedicated Street Fund - 4% Sales Tax, \$11,426.45 from the Tourism Fund, \$150.00 from the 1982-93 Community Development Block Grant Fund, \$5,287.45 from the Wastewater Fund, \$3,221.81 from the Water Fund, \$626.41 from the Storm & Surface Water Utility Fund, \$38,996.76 from the Airport Fund and \$932.12 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the December 31, 2015 Claim Vouchers No. 114520 through 114606 in the amount of \$87,065.38.

SUGGESTED MOTION

I move to approve the December 31, 2015 Claim Vouchers No. 114520 through 114606 in the amount of \$87,065.38.

Reviewed by: *Mac Dequard*, City Manager

CITY OF CHEHALIS
AGENDA REPORT

DATE: December 31, 2015
TO: The Honorable Mayor and City Council
FROM: Judy Pectol, Finance Manager *JP*
PREPARED BY: Michelle White, Accounting Tech II *MW*
SUBJECT: Payroll Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

Payroll Vouchers No.38584 through 38632, Direct Deposit Payroll Vouchers No. 6677 through 6765 and Electronic Federal Tax Payment No. 155 dated December 31, 2015 in the amount of \$731,388.18 and the transfer of \$498,171.81 from the General Fund, \$3,392.17 from the Arterial Street Fund, \$87,045.34 from the Wastewater Fund, \$91,884.66 from the Water Fund, \$21,915.08 from the Storm & Surface Water Utility Fund, \$27,268.43 from the Airport Fund and \$1,710.69 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the December 31, 2015 Payroll Vouchers No. 38584 through 38632, Direct Deposit Payroll Vouchers No. 6677 through 6765, and Electronic Federal Tax Payment No. 155 in the amount of \$731,388.18.

SUGGESTED MOTION

I move to approve the December 31, 2015, Payroll Vouchers No. 38584 through 38632, Direct Deposit Payroll Vouchers No. 6677 through 6765, and Electronic Federal Tax Payment No. 155 in the amount of \$731,388.18.

Reviewed by: *Mac Lytle*, City Manager

**CITY OF CHEHALIS
AGENDA REPORT**

DATE: January 11, 2015
TO: The Honorable Mayor and City Council
FROM: Dennis Osborn, Community Development Director
SUBJECT: Resolution No. 2-2016, First and Final Reading – Setting Date and Time for Public Hearing on Proposed Annexation

ISSUE

The city of Chehalis has met with interested parties of the proposed approximately 116 acre annexation commonly referred to as the Phase 1 Industrial Annexation. The administration is prepared to advise Council to set a public hearing to take public comment on the proposed annexation.

DISCUSSION

The administration has presented to Council the proposed annexation. The administration along with legal counsel has reviewed the no protest agreements on file with the city and has over 60% of the assessed valuation signatures needed to act on an annexation.

The legal description boundary map and signed no protests are attached. The administration is requesting council set a public hearing to take comment on the proposed annexation.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council accept the petition as submitted and adopt Resolution No. 2-2016 on first and final reading setting the date and time of January 25, 2016, at 5:05 p.m. for a public hearing on said annexation.

SUGGESTED MOTION

I move the council accept the annexation petition as presented and adopt Resolution No. 2-2016 on first and final reading setting the date and time of January 25, 2016, at 5:05 p.m. for a public hearing for said annexation.

Reviewed:  _____, City Manager

RESOLUTION NO. 2-2016

A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON, ACCEPTING THE REQUEST FOR ANNEXATION OF THE FOLLOWING DESCRIBED PROPERTY IN THE CHEHALIS URBAN GROWTH AREA IN LEWIS COUNTY, STATE OF WASHINGTON:

That portion of the Southwest Quarter of Section 3 and the Southeast Quarter of the Southeast Quarter, Government Lots 1 and 2 and the Lewis Johnson Donation Land Claim Number 39, in Section 4, all in Township 13 North, Range 2 West, W.M. in Lewis County, Washington described as follows:

BEGINNING at the southwest corner of said Section 3; thence East 30.00 feet along the south line said Section 3 to the easterly margin of Ribelin County Road; thence N00°49'27"W along said easterly margin a distance of 1601.3 feet, more or less to an angle point in said easterly margin of Ribelin County Road; thence Northwesterly a distance 60.5 feet, more or less to the intersection of the northerly margin of Ribelin County Road and the east line of said Section 4; thence N00°49'27"W along the west line of said Section 3 a distance of 448.00 feet, more or less, to the northeast corner of said Government Lot 1 and the northeast corner of Tract A of City of Chehalis Boundary Line Adjustment Number BLA-07-131 as recorded under Auditor's File Number 3284480, Records of Lewis County, Washington; thence S89°39'06"W along the north line of said Government Lot 1 and the north line of said Government Lot 2 a distance of 1422.25 feet, more or less, to the west margin of SW 22nd Street; thence S00°35'24"W a distance of 640 feet, more or less, to the centerline of Dillytwig (also appearing of record as Dillenbaugh) Creek; thence Westerly along said centerline a distance of 910 feet, more or less, to the southeast corner of that parcel described in Warranty Deed recorded under Auditor's File Number 407514, Records of Lewis County, Washington, said parcel also being depicted of record of Record of Survey recorded in Book 7 of Surveys at Pages 46 and 47, Records of Lewis County, Washington; thence N00°37'32"E along the east line of said parcel a distance of 282 feet, more or less to the northeast corner of said parcel; thence N89°22'28"W along the north line of said parcel a distance of 615.47 feet, more or less, to the southeast corner of Lot 1 in Block 2 of the Plat of Roberts Five Oaks Addition as recorded in Book 4 of Plats at Page 50, Records of Lewis County, Washington; thence North along the east lines of Lots 1, 2 and 3 in said Block 2 a distance of 239.60 feet, more or less, to the northeast corner of Lot 3 in said Block 2; thence West along the north line of said Lot 3 a distance of 239.44 feet, more or less, to the northwest corner of said Lot 3 and the east margin of Bishop Road; thence South along said east margin a distance of 925 feet, more or less, to the intersection of said east margin with the south margin of the Burlington Northern Railroad Right of Way, said point also being the northwest corner of that parcel described in Quit Claim Deed recorded under Auditor's File Number 3029529, Records of Lewis

County, Washington; thence S79°46'E along said south margin and along the north line of said parcel a distance of 1056.3 feet, more or less, to a point 25 feet Northwesterly from the center line of the Northern Pacific Railroad spur track; thence Southwesterly parallel with and 25 feet northwesterly of said spur track centerline a distance of 246.66 feet, more or less, to the northerly extension of the west line of that parcel described in Statutory Warranty Deed recorded under Auditor's File Number 3385090 and as depicted on Record of Survey recorded in Book 5 of Surveys at Page 47, Records of Lewis County, Washington; thence S00°41'00"W along the west line and northerly extension of said parcel a distance of 545.79 feet, more or less, to the southwest corner of said parcel; thence S89°19'00"E along the south line of said parcel a distance of 66.17 feet, more or less, to the northwest corner of Parcel A as described in Statutory Warranty Deed recorded under Auditor's File Number 3093788, Records of Lewis County, Washington; thence South along the west line of said Parcel A a distance of 304.46 feet, more or less, to the south line of said Lewis Johnson Donation Land Claim Number 39 and the south line of said Section 4; thence East along the south line of said Donation Land Claim and the south line of said Section 4 a distance of 2272.38 feet, more or less, to the Point of Beginning.

TOGETHER with and subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

WHEREAS, on the ____ day of _____ 20____, the City of Chehalis,

Washington received a request for annexation of the property described herein, a copy of which is attached hereto, and affecting the real property described above; and

WHEREAS, the City Council of the City of Chehalis considered the request for annexation at the City Council meeting held on _____, now, therefore,

THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO

RESOLVE AS FOLLOWS:

Section 1. The City hereby accepts the request for annexation.

Section 2. The real property described in the request for annexation is already included in the City's existing Comprehensive Plan.

Section 3. The City will require the assumption of all of its indebtedness by the area to be annexed.

ADOPTED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 11th day of January, 2016.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

PETITION FOR ANNEXATION

TO: The Honorable Mayor and City Council
City of Chehalis
350 N Market Blvd., Rm 101
Chehalis, Washington 98532

For the purpose of annexation of the hereinafter described property to the city of Chehalis, Washington, said property lying contiguous to the present boundary line of the city, the undersigned, being the owners of a majority of the acreage for which annexation is petitioned, more than sixty percent (60%) of the registered voters residing within the area for which annexation is petitioned, hereby respectfully submit their petition to the city for annexation of the hereinafter described property to said city.

The property to be annexed is legally described on Exhibit "A", attached hereto and incorporated herein by this reference. A drawing outlining the boundaries of the proposed property to be annexed is attached hereto, marked Exhibit "B", and incorporated herein by this reference.

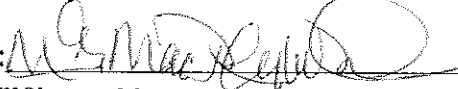
Chehalis has required the assumption of all city of Chehalis indebtedness by the area annexed and adoption of a comprehensive plan for the area to be annexed.

This petition is made pursuant to RCW 35.21.005.

WARNING

EVERY PERSON WHO SIGNS THIS PETITION WITH ANY NAME OTHER THAN HIS OR HER TRUE NAME OR WHO KNOWINGLY SIGNS MORE THAN ONE OF THESE PETITIONS, OR SIGNS A PETITION SEEKING AN ELECTION WHEN HE OR SHE IS NOT A LEGAL VOTER, OR SIGNS A PETITION WHEN HE OR SHE IS NOT OTHERWISE QUALIFIED TO SIGN, OR WHO MAKES HEREIN ANY FALSE STATEMENT, SHALL BE GUILTY OF A MISDEMEANOR.

CITY OF CHEHALIS, WASHINGTON

By: 
Name: **Merlin G. MacReynold**
Title: **City Manager**
Date: 1/7/2016

CITY OF CHEHALIS, WASHINGTON, PER
ATTACHED AGREEMENTS ON BEHALF OF:

Investment Associates Ptr. and/or successors and
assigns as to Tax Parcel No. 10481000000

Fred Haunreiter and/or successors and assigns as to
Tax Parcel No. 17500003000

Quali-Cast Corp. and/or successors and assigns as to
Tax Parcel No. 17500004000

Westwood Industrial and/or successors and assigns
as to Tax Parcel No. 17501000000

Kenneth D. Dawson and Peggy L. Dawson and/or
successors and assigns as to Tax Parcel No.
17502001002

Moduline Industries and/or successors and assigns as
to Tax Parcel No. 17504001000

Chehalis Industrial Commission and/or successors
and assigns as to Tax Parcel No. 17504009000

The Purdy Co. of Washington and/or successors and
assigns as to Tax Parcel No. 17539003000

Foseco, Inc. and/or successors and assigns as to Tax
Parcel No. 17539006000

Conrad Industries and/or successors and assigns as
to Tax Parcel No. 17504009000

9501776

City of Chehalis
UTILITY SERVICE ANNEXATION AGREEMENT

TAX PARCEL: 10469
2 Detail Map
P&Q 35-36; R&S 35-36
& 130203-3.

The undersigned hereby requests utility (water and/or sewer) service from the City of Chehalis, Washington, a municipal corporation, for the following described real property situate in Lewis County, Washington, outside the corporate limits of the City of Chehalis, Washington:

Property Owner(s): Investment Associates Ptr.

Street address of property: 1309 Bishop Road Chehalis, WA

(Attach legal description of property to be serviced)

In the event the City of Chehalis shall allow extension of utility service to the above described real property, in consideration thereof, the undersigned hereby acknowledges and agrees to each of the following:

1. The undersigned has received a copy of City of Chehalis Resolution No. 7-76, relating to the extension of utility service into unincorporated areas of Lewis County outside the corporate limits of the City of Chehalis, and has read said Resolution and fully understands the same; and
2. The City of Chehalis Comprehensive Plan, City of Chehalis Resolution No. 8-81, requires any development for which utility service is provided to comply with the Chehalis Comprehensive Plan and any other development or subdivision regulations enacted or adopted by the City of Chehalis; and
3. If the undersigned is proposing any commercial, industrial, or development other than a single family residence, a detailed site development plan shall be attached to this form. If a development plan is not provided, utility services will not be approved; and
4. Any development which has occurred on the above described real property prior to the date of this annexation agreement and under a Lewis County approval or permit may continue to exist, but any development which may occur subsequent to the date of application, or any modification of any existing development subsequent to the date of this annexation agreement, must comply with the Comprehensive Plan and other development or subdivision regulations of the City of Chehalis; and
5. This utility service annexation agreement shall constitute a request for annexation if annexation is required prior to development of the described real property and, if no such annexation is required prior to such development, that the undersigned, or any successor, assign or heir of the undersigned, shall agree to the annexation of the above described real property by the City of Chehalis at such time as the City may require or accept such annexation, pursuant to City of Chehalis Resolution No. 7-76. The undersigned further agrees to comply with the Chehalis Comprehensive Plan and any other development or subdivision regulations enacted or adopted by the City of Chehalis for any development to the property for which utility service is provided.

=====

This is to certify that the undersigned is/are the legal owner(s) of the above described real property and is/are legally authorized to encumber the said property pursuant to the terms thereof.

PRINT NAME

Richard Faida

Harley Miller

Kenneth Burden

SIGN NAME

[Signature]

Harley H. Miller

Kenneth Burden

For an Individuals

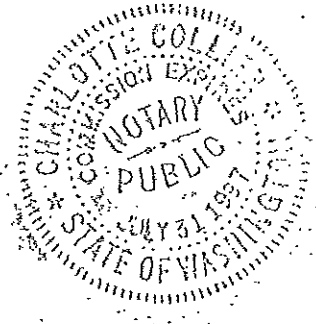
STATE OF WASHINGTON }
COUNTY OF LEWIS }

On this 29th day of December, 1994,
personally appeared before me Richard Jacobus Stanley Miller, whose
identity is personally known to me (or proved to me on the basis of
satisfactory evidence) acknowledged that he/she signed the same as
his/her free and voluntary act and deed, for the uses and purposes
therein mentioned.

Charlene Quinn

Notary Public

My commission expires on 7-31-97
Residing at Winlock



For a Corporation

STATE OF WASHINGTON }
COUNTY OF LEWIS }

On this _____ day of _____, 19____, personally
appeared before me _____, whose identity is
personally known to me (or proved to me on the basis of satisfactory
evidence) and _____ who did say that he/she is the

(title or office) of the
_____, and acknowledged that said document was
signed by him/her in behalf of said corporation by authority of its
bylaws (or a Resolution of its Board of Directors).

Notary Public

My commission expires on _____
Residing at _____

Investment Assoc
1309 Bishop

3. Estate, lien or interest insured:

Fee simple estate.

4. Description of the Real Estate, with respect to which this policy is issued:

Lot 3, Block 2, Robert's Five Oaks Addition, as recorded in volume 4 of plats,
page 50, records of Lewis County, Washington.

RECORDED AT REQUEST OF

City of Chehalis
Box 871
Chehalis, WA 98532

95 FEB -9 PM 1:46

GARY E. ZANDELL, AUDITOR
LEWIS COUNTY, WA.

BY Marti

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City of Chehalis
PO Box 871 / 80 NE Cascade Avenue
Chehalis, WA 98532
(360) 748-6664



3026878
Page: 1 of 3
09/08/97 10:22A
Lewis Co, WA

UTILITY SERVICE ANNEXATION AGREEMENT

Fred Haunreiter hereby requests water and/or sewer utility service from the City of Chehalis, Washington, a municipal corporation, for the following described real property situate in Lewis County, Washington, outside the corporate limits of the City of Chehalis, Washington.

Street address of property: 178 Rebelin Rd

ABBREVIATED LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE) OF PROPERTY TO BE SERVICED AND ASSESSOR'S PROPERTY TAX PARCEL NUMBER MUST BE INCLUDED IN THIS SPACE.

MP R 85-35 a36 Chehalis North 100' of
South 200.6' of East 461.72' of SE 4 SE 4
4-13-2W
17500-003-000

In the event the City of Chehalis shall allow extension of utility service to the above described real property, in consideration thereof, the undersigned hereby acknowledges and agrees to each of the following:

1. The City of Chehalis Comprehensive Plan and City of Chehalis Resolution Nos. 7-76, receipt of which is hereby acknowledged, and 8-81 requires any development for which utility service is provided to comply with the Chehalis Comprehensive Plan and any other development or subdivision regulations enacted or adopted by the City of Chehalis; and
2. If the undersigned is proposing any commercial, industrial, or development other than a single family residence, a detailed site development plan shall be submitted to the Community Development Manager. If a development plan is not provided, utility services will not be approved; and
3. Any development which has occurred on the above described real property prior to the date of this annexation agreement and under a Lewis County approval or permit may continue to exist, but any development which may occur subsequent to the date of application, or any modification of any existing development subsequent to the date of this annexation agreement, must comply with the Comprehensive Plan and other development or subdivision regulations of the City of Chehalis; and



Hauvreiter, Fred
3026878
Page: 2 of 3
09/08/97 10:22A
Lewis Co, WA

4. The undersigned, or any successor, assign or heir of the undersigned, shall agree to the annexation of the above described real property by the City of Chehalis at such time as the City may require or accept such annexation, pursuant to City of Chehalis Resolution No. 7-76. The undersigned further agrees to comply with the Chehalis Comprehensive Plan and any other development or subdivision regulations enacted or adopted by the City of Chehalis for any development to the property for which utility service is provided, and which occurs on or after the date of this agreement. Should the undersigned, their heirs, successors or assigns refuse to consent to annex at the request of city, the city shall have the right to terminate city utility services forthwith.

FOR CITY USE ONLY	
TYPE OF SERVICE	
<input checked="" type="checkbox"/> Single family residence (site development plan <u>not</u> required)	<input type="checkbox"/> Other than one single family residence (Site plan <u>required</u>)
<input checked="" type="checkbox"/> Legal description attached	<input type="checkbox"/> Site development plan submitted to Community Services Department
<input checked="" type="checkbox"/> City utility approval	
<u>BTH</u> Initials	<u>9-3-97</u> Date

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC

This is to certify that the undersigned is/are the legal owner(s) of the above described real property and is/are legally authorized to encumber the said property pursuant to the terms thereof. *sale pending*

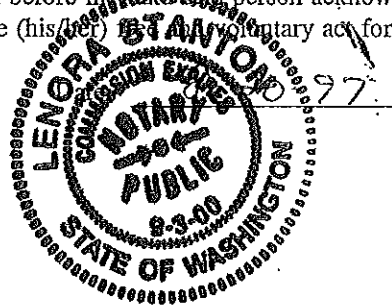
PRINT NAME
Fred Hauvreiter

SIGN NAME
Fred Hauvreiter

For an Individual

State of Washington
County of Lewis

I certify that I know or have satisfactory evidence that Fred Hauvreiter is the person who appeared before me and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) voluntary act for the uses and purposes mentioned in the instrument.



Lenora Stanton
Notary Public in and for the State of Washington residing at Centralia
My name is (printed) Lenora Stanton
My commission expires 9-2000

Haunreiter, Fred



3026878
Page: 3 of 3
09/08/97 10:22A
Lewis Co, WA

For a Corporation

State of Washington
County of _____

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument and that they were authorized to execute said instrument as the President and Secretary of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: _____

Notary Public in and for the State of
Washington residing at _____
My name is (printed) _____
My commission expires _____

Reviewed by Development Review Committee and approved for recording on <u>8/27/97</u>		
<u>[Signature]</u> Public Works	<u>[Signature]</u> Community Services	<u>[Signature]</u> Public Safety

Return completed form to Clerk's Office for recording

TINO I

LEWIS COUNTY
TREASURER / ASSESSOR TAX SYSTEM
PARCEL INQUIRY

PARCEL: 017500003000

OLD:

TAXPAYER: 025100 HAUNREITER, F T
178 RIBELIN RD

CHEHALIS

WA 985328718

COMP TAX: 0.00 ADDITION: 0.00 PD 1ST: Y Y Y Y Y Y Y

ST	VP	SENIOR	TAX	F.P.	INT.	PENALTIES	TOTAL DUE	YEARLY TAX
97	00	00	634.79	0.00	0.00	0.00	634.79	1269.58
96	00	00	0.00	0.00	0.00	0.00	0.00	1239.48
95	00	00	0.00	0.00	0.00	0.00	0.00	855.06
94	00	00	0.00	0.00	0.00	0.00	0.00	857.63
93	00	00	0.00	0.00	0.00	0.00	0.00	842.50
92	00	00	0.00	0.00	0.00	0.00	0.00	824.90
91	00	00	0.00	0.00	0.00	0.00	0.00	746.67

AS OF DATE: 08 19 97 AMOUNT: 634.79

TINO I

LEWIS COUNTY
TREASURER / ASSESSOR TAX SYSTEM
PARCEL INQUIRY

PARCEL: 017500003000

DW YR: 1951
DW SQFT: 1870

TWP: 13N RGE: 02W SEC: 4 QTR SEC:

TAX DESCRIPTION: MP R & S-35 & 36 CHEHALIS NORTH 100' OF SOUTH 200.6' OF EAST 461.72' OF SE4 SE4 4-13-2W

LEGAL OWNER: 025100 HAUNREITER, F T
PROPERTY ADDRESS: 178 RIBELIN

CHEHALIS

YR	DISTRICT	QT	LAND	BUILDING	TOTAL	AREAS:	FL	OS	NON-TY
97	302.060007		26500	67700	94200	1.06	0.00	0.00	00
96	302.060007		26500	67700	94200	1.06	0.00	0.00	00
95	302.060007		13600	43600	57200	1.06	0.00	0.00	00
94	302.060007		13600	43600	57200	1.06	0.00	0.00	00
93	302.060007		13600	43600	57200	1.06	0.00	0.00	00
92	302.060007		13600	43600	57200	1.06	0.00	0.00	00
91	302.060007		13600	37500	51100	0.00	0.00	0.00	00
90	302.060007		13600	37500	51100	0.00	0.00	0.00	00

Date: 8/20/97 # of Pages: 3
 To: One III. Co./Dept.: C. D. Klack
 Phone #: 0 Fax#: 20
 From: 707

COURTESY OF:

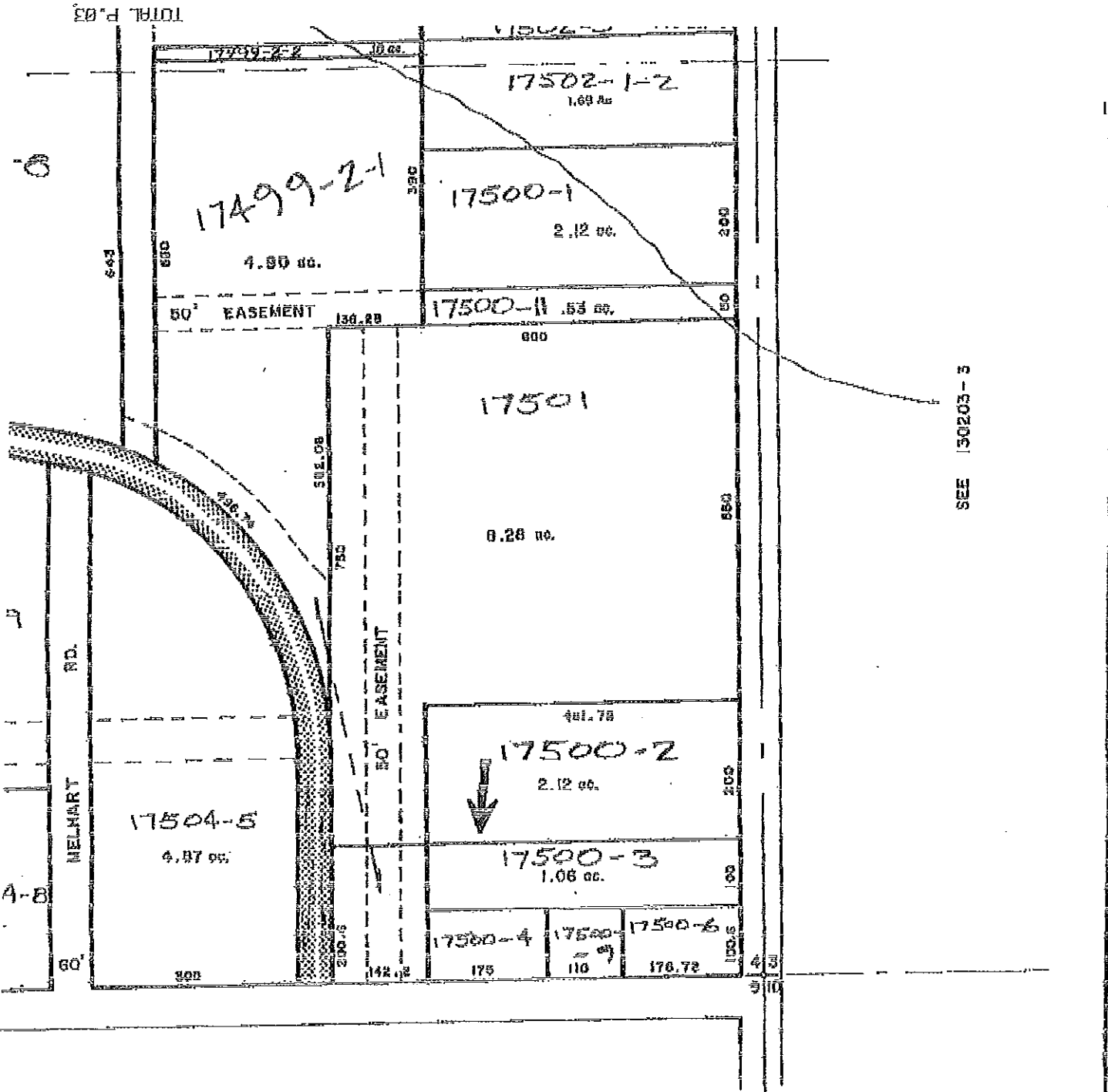


TITLE GUARANTY COMPANY OF LEWIS COUNTY

1-360-748-0001 • FAX 1-360-748-9867

200 N W PACIFIC AVENUE • P O BOX 1402 CHEHALIS

WASHINGTON 98532



00'
SSOR'S MAP Map for Locating Property Only
 Measurements Not Guaranteed

EHALIS

NOTICE

This sketch is furnished as a courtesy only by Title Guaranty Company of Lewis County and is NOT a part of any title commitment or policy of this insurance.

This sketch is furnished solely for the purpose of assisting in locating the property and does not purport to show all highways, roads, or easements affecting the property. No reliance should be placed upon this sketch for the location or dimensions of the property and no liability is assumed for the correctness thereof.

6

522864

VOL. 365 PAGE 67

WARRANTY DEED
STATUTORY FORM

FILED IN THE STATE OF WASHINGTON 1958

The grantor **H.M. Swafford and Susan H. Swafford**

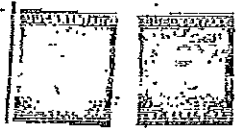
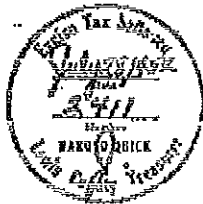
of the city of **Chehalis** county of **Lewis**

state of Washington, for and in consideration of

Three Hundred Dollars (\$300.00) dollars

in hand paid, convey said warranty to **Fred T. Haunreiter and Virginia M. Haunreiter his wife**

the following described real estate, situate in the county of **Lewis** state of Washington: **Beginning at a point 30' west and 100.6 feet North of the South east corner of Section Four Township 13 North of Range 2 west, running thence North 0° 26' W 100 feet, thence N. 89° 47' west 461.72 feet thence South 0° 36' east 100 feet, thence S. 89° 47' east 461.72 feet to place of beginning, containing one acre more or less.**



subject to

Record 1678

day of **July**, 1958



H.M. Swafford (Seal)

Susan H. Swafford (Seal)

_____ (Seal)

_____ (Seal)

RECORDED AT REQUEST OF:
City of Chehalis
Building Dept;
P.O. Box 871
Chehalis, WA 98532
89 DEC 21 PM 4:53

GARY E. ZANDELL, AUDITOR
LEWIS COUNTY, WA. 8911855

BY Ju

4-2901.5 ✓

Quali-Cast

Quali-Cast Corp.

185 Sturdivant Rd.

17500004000

17500-4

#2 Detail Map

P&Q 35-36

R&S 35-36

130203-3

City of Chehalis
P. O. Box 871
Chehalis, Washington 98532

ATTENTION: CITY MANAGER

Dear Sir:

I hereby request services from the City of Chehalis for the following described property located outside the corporate limits of the City of Chehalis:

(Legal Description of Property)

See Below

I hereby certify that I have received a copy of Resolution No. 7-76 pertaining to the City's policies on extension of services into unincorporated areas and agree to comply with the requirements thereof in order to receive services.

SIGNED

Al Fremers
(Property Owner)
Dezurik President

SIGNED _____

DATE 9-9-80

A tract of land situated in the southeast quarter of the southeast quarter of Section 4, Township 13 North, Range 2 West, W. M., in Lewis County, Washington, described as follows:

Beginning at a point on the south line of said section 4, that is north 89°47' west 491.72 feet from the southeast corner thereof, said point being the southeast corner of a tract convey to Nicholson Manufacturing Company by deed recorded in volume 66 of official records, page 119; thence north 0°26' west along the east line of said tract, 100.6 feet; thence south 89°47' east 175 feet; thence south 0°26' east 100.6 feet to the south line of said section 4; thence north 89°47' west 175 feet to the point of beginning.

~~of the E½ of the NE¼ of Sec 9, T 13 N, R 2 W, WM, described as follows.~~

~~Begin at the intersection of the S line of the Sturdevant Road No. 339, and the W line of the Chase Road No. 1002, that is N 0°10'30" W 730 feet; thence S 89°32' W 60 feet from the NE corner of said Sec; thence S 89°08'30" W along said Chase Rd a distance of 335 ft to the E line of the Chase Rd No. 1003, thence S 0°10'30" W along the E line thereof a distance of 846.19 ft; thence N 89°32'47" E 333.32 ft to the W line of Chase Rd No. 1002; thence N 0°10'30" W along said Chase Rd 846.19 ft to the POB.~~

VOL. 429 PAGE 632

RECORDED AT REQUEST OF:
City of Chehalis,
Bldg Dept
PO Box 871
Chehalis, WA 98532

8911858

~~Westwood Industries~~ acct. #1-3170

89 DEC 21 PM 4:53

~~In Name of UPS with~~
acct. shared w/ Westwood Ind
Earl Polypim owns bldg.

GARY E. ZANDELL, AUDITOR
LEWIS COUNTY, WA.

BY [Signature]

158 Rebelin Rd

#1 175-01 X

#2 Detail Map

P&Q 35-36
R&S 35-36
\$ 130203-3

City of Chehalis
P. O. Box 871
Chehalis, Washington 98532

ATTENTION: CITY MANAGER

Dear Sir:

I hereby request services from the City of Chehalis for the following described property located outside the corporate limits of the City of Chehalis:

(Legal Description of Property)

A tract of land situated in the Northwest quarter of the Northwest quarter of Section 10, Township 13 North, Range 2 West, W.M., and described as follows: Beginning at the Northwest corner of Section 10; thence North 89 dg. 38' East along the North line of said Section 491.1 feet; thence South 0 dg. 20'11" East parallel to the West line of said Section 1324.0 feet; thence South 89 dg. 528.0 feet; thence South 89 dg. 38' West 30.0 feet; thence North 0 dg. 20'11" West 796.0 feet to the Place of Beginning.

I hereby certify that I have received a copy of Resolution No. 7-76 pertaining to the City's policies on extension of services into unincorporated areas and agree to comply with the requirements thereof in order to receive services.

SIGNED

(Property Owner)

SIGNED

[Signature]

DATE

July 2, 1980

VOL. 429 PAGE 637

City of Chehalis
P. O. Box 871
Chehalis, WA 98532

Dawson, #2 Detail Map

P&P 35-36
R&S 35-36
\$ 130203-3

Reggy L

8911848

REQUEST OF City of Chehalis
GARY E. ZANDER, Bldg. Dept
Lewis County Auditor, PO Box 871
Chehalis, WA 98532
at 4:51 p.m.

Attention: City Manager

Dear Sir:

I hereby request utility (water and/or sewer) service from the City of Chehalis for the following described property, which is currently located outside the corporate limits of the City of Chehalis:
(Legal description of property)

17502-1-2

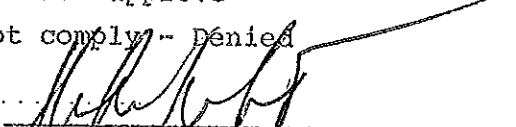
Street address of property (if any): 136 REIBLIN RD

By my signature hereon, I certify and/or agree to all of the following stipulations:

1. I have received a copy of City of Chehalis Resolution No. 7-76 which pertains to the extension of utility service into unincorporated Lewis County, I have read said resolution, and I fully understand the implications thereof, and,
2. I understand that the City of Chehalis Comprehensive Plan (Resolution No. 8-81) requires that any development for which utility service is provided shall comply with the Chehalis Comprehensive Plan, and any other development or subdivision standards regulated by the City of Chehalis, and,
3. I have submitted a detailed site development plan to the Planning Director of the City of Chehalis, and he has made the determinations indicated below based on my site plan, and,
4. I understand that any development which has occurred on this property prior to the date of this request and under a Lewis County approval or permit may continue to exist, but any development which may occur after the date of this request, or any modification of any existing development after the date of this request, must comply with the City of Chehalis Comprehensive Plan and other development or subdivision regulations, and
5. This form shall be considered a request for annexation if the City of Chehalis has required annexation prior to development, and it shall be considered a written agreement whereby the applicant(s) agree to annex to the City at such time as the City may determine and require, if the City has not required annexation prior to development, pursuant to Resolution No. 7-76.

(This portion to be completed by the Chehalis Planning Director:)

- A
- Annexation required prior to development
 - Annexation after service at City's discretion
- *****
- Development proposal must be reviewed during annexation
 - Development proposal complies - Approve
- B
- Insufficient information - Do not approve
 - Development proposal does not comply - Denied


Chehalis Planning Director

Dawson

936057
REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 28th day of June, 1985,

between NICHOLSON MANUFACTURING COMPANY, a Washington corporation,

hereinafter called the "seller," and KENNETH D. DAWSON and PEGGY L. DAWSON, husband and wife,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Lewis County, State of Washington:

A part of Lot 1 and a part of the southeast quarter of the southeast quarter of Section 4, Township 13 North, Range 2 West of the Willamette Meridian, Lewis County, Washington, described as follows: BEGINNING at a point 1200.6 feet north and 30 feet west of the southeast corner of said Section 4; thence north 89°47' west 461.72 feet; thence north 0°18' west 200 feet; thence south 89°47' east 461.72 feet; thence south 0°18' east 200 feet to the Place of Beginning. EXCEPT the North 40 feet thereof.



The terms and conditions of this contract are as follows: The purchase price is THIRTY THOUSAND (\$ 30,000.00) Dollars, of which NO (\$) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: TWO HUNDRED SIXTY-FIVE (\$ 265.00) Dollars, or more at purchaser's option, on or before the 1st day of August, 19 85 and TWO HUNDRED SIXTY-FIVE (\$ 265.00) Dollars, or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of \$25,000 at the rate of 12 per cent per annum from the 1st day of July, 19 85 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at 3670 East Marginal Way South, Seattle, WA 98134 or at such other place as the seller may direct in writing.

ALSO, within one year from date hereof Purchasers will pay \$5,000 to principal, either in the form of cash or, at Purchasers' option, to completion of improvements to the premises, including cleaning and painting inside and out; repair and replace electrical fixtures and outlets, and broken plumbing and fixtures; replace broken windows, repair flooring, cleanup and landscape yard; repair roof, repair plaster and concrete walls, add ventilation, repair or replace heating system.

this date.

As referred to in this contract, "date of closing" shall be

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
- (3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein. *will deliver when the principal balance is \$20,000*
- (5) The seller ~~will deliver when the principal balance is \$20,000~~ a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by ~~Prudential National Title Insurance Company~~, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
 - a. Printed general exceptions appearing in said policy form;
 - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
 - c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

VOL. 311 PAGE 557

outside

17-055002

CITY OF CHEHALIS
APPLICATION FOR WATER-SEWER SERVICE

Dawson

APPLICANT: Peggy Lee Anthony TELEPHONE NO. 748-1646
MAILING ADDRESS: 1136 Rebelin Road
STREET ADDRESS OF SERVICE: " Chehalis WA 98532

SERVICE REQUESTED: WATER SEWER
PLEASE CHECK:
 Single Family Meter Size _____
 Duplex Outside City
 Multiple, No. of Units _____
 Commercial/Industrial - Specify: _____
 Temporary Construction
 Other - Specify: _____

Allow at least six (6) weeks for water service installation from date charges are paid.
A Right-of-way Permit shall be obtained by licensed contractor prior to the performance of any work within the City street Right-of-way.
Public Works Department must be notified at least two (2) working days before sewer connection is to be made to arrange for inspection. Applicant is responsible for installation of sanitary side sewer.

I UNDERSTAND AND AGREE TO PAY ALL COSTS, FEES, AND CHARGES ASSOCIATED WITH WATER AND/OR SEWER CONSTRUCTION AND CONNECTION BEFORE WATER AND/OR SEWER SERVICE SHALL BE PROVIDED; AND FURTHER AGREE TO ALLOW THE CITY TO TEMPORARILY DISCONTINUE THE SERVICE AT ANY TIME WITHOUT NOTICE TO THE CUSTOMER. I ALSO AGREE TO HOLD THE CITY HARMLESS FOR ANY DAMAGE CAUSED BY INTERRUPTION, CHANGE OR FAILURE OF THE WATER AND/OR SEWER SUPPLY, AND I FURTHER AGREE THAT SUCH FAILURES OR INTERRUPTIONS FOR ANY REASONABLE PERIOD OF TIME SHALL NOT BE HELD TO CONSTITUTE A BREACH OF AGREEMENT ON THE PART OF THE CITY OR ANY WAY RELIEVE THE CUSTOMER FROM PERFORMING THE OBLIGATIONS OF THIS OR SUBSEQUENT AGREEMENTS. I AGREE TO ABIDE BY THE CITY RULES AND REGULATIONS CONTAINED IN THE CITY WATER-SEWER ORDINANCES AND AGREE TO PAY FOR THE WATER-SEWER SERVICE AS DETERMINED BY THE CITY PUBLIC WORKS DEPARTMENT AS SPECIFIED IN THE CITY ORDINANCES.

NO CONTRACT IS ENTERED INTO BY THE APPLICANT AND BY THE CITY OF CHEHALIS PUBLIC WORKS DEPARTMENT UNTIL AFTER APPLICATION IS APPROVED AND SIGNED BY THE DIRECTOR OF PUBLIC WORKS AND ALL FEES, COSTS, AND CHARGES HAVE BEEN PAID. APPROVAL SHALL AUTOMATICALLY BE RESCINDED IF WORK HAS NOT BEEN COMPLETED WITHIN 6 MONTHS OF THE DATE OF APPROVAL OF THIS APPLICATION.

DATE 7-3-89 SIGNED Peggy Lee Anthony

DEPARTMENTAL USE ONLY

CONNECTION FEE (water)	\$ _____
CONNECTION FEE (sewer)	\$ <u>2000.00</u>
INSTALLATION CHARGES *	\$ _____
LATE-COMER FEE	\$ _____
WATER/SEWER DEPOSIT	\$ _____
OTHER COSTS, CHARGES	\$ <u>144.00</u>

Annexation Agreement TOTAL DUE \$ 2,144.00 Date Paid 7-3-89

REMARKS: _____

DATE APPROVED: 7-3-89 SIGNED Barbara J. Anderson
DIRECTOR OF PUBLIC WORKS

* INSTALLATION CHARGES are for water service only. The applicant shall be responsible for the installation of the sanitary side sewer and all associated costs.

RECORDED AT REQUEST OF:
City of Chehalis
Bldg. Dept.
PO Box 871
Chehalis, WA 98532
89 DEC 21 PM 4: 53

8911850

Moduline ends. 1-2901/2902

17504-1
X 124 Fabien Rd.

GARY E. ZANDELL, AUDITOR
LEWIS COUNTY, WA.

RECEIVED
CITY OF CHEHALIS
CLERK TREASURER

#2 Detail Map
P&R 35-36; R&S 35-36
130203-3
JUL 17 1980

BY JEL MODULINE INTERNATIONAL, INC.

July 15, 1980

City of Chehalis
P.O. Box 871
Chehalis, Washington 98532

17504-1
\$ 17504-7

Attention: City Manager

Dear Sir:

I hereby request services from the City of Chehalis for the following described property located outside the corporate limits of the City of Chehalis:

(See Schedule "A" attached)

I hereby certify that I have received a copy of Resolution No. 7-76 pertaining to the City's policies on extension of services into unincorporated areas and agree to comply with the requirements thereof in order to receive services.

Company: Moduline International, Inc.

Signed: R. A. Raney
R. A. Raney, Treasurer

Date: July 15, 1980

VOL. 429 PAGE 625

SCHEDULE "A"

Tract 1: That portion of the Southeast quarter of Section 4, Township 13 North, Range 2 West, W.M., in Lewis County, Washington, described as follows: Beginning at the intersection of the North line of the Sturdevant Road and the East line of the Floyd Habein Road, said point being South 89°07' West 1783.3 feet from the Southeast corner of said Section 4; thence North 0°29' West along the East line of the Habein Road 325.3 feet to the South line of the Mason Road; thence East along the Mason Road a distance of 524.5 feet to the West line of the relocation of Mason Road No. 1007, by deed recorded in Volume 9 of official records, page 816; thence South 0°24' West 325.3 feet to a point on the North line of the Sturdevant Road; thence West along the North line of the Sturdevant Road a distance of 524.5 feet to the point of beginning.

17504-3
17504-7

TOGETHER with a strip of land 60 feet in width lying 30 feet on each side of a centerline located and described as follows: Beginning at Engineer Station 3+85.3 in the Habein Road #958 as established March 27, 1961; running thence East a distance of 454.5 feet to those lands described in official Volume 9, page 816. Excepting therefrom all land lying within the present established Habein County Road. Lewis County, Washington.

Tract 2: That portion of the Southeast quarter of Section 4, Township 13 North, Range 2 West, W.M., Lewis County, Washington, described as follows: Beginning at the intersection of the North line of the Sturdevant Road and the East line of Floyd Habein Road, said point being South 89°07' West 1783.3 feet from the Southeast corner of said Section 4; thence North 0°29' West along the East line of the Habein Road 385.3 feet to the true point of beginning; thence North 89°07' East 454.4 feet; thence North 0°29' West 440 feet, more or less, to the southerly line of a railroad spur; thence North 79°46' West along said southerly line 465 feet, more or less, to the East line of the Habein Road; thence South 0°29' East along said East line 529.8 feet to the place of beginning.

17504-1

17504-9-0
121 ~~Met~~halt

8911863

2 Detail Map

~~17504-6~~ P&D 35-36;
R&S 35-36 &
130203-3

City of Chehalis
P. O. Box 871
Chehalis, Washington 98532

ATTENTION: CITY MANAGER

Dear Sir:

I hereby request services from the City of Chehalis for the following described property located outside the corporate limits of the City of Chehalis:

(Legal Description of Property)

Attached Adelaide Mesta
124 Habein
17504-1

I hereby certify that I have received a copy of Resolution No. 7-76 pertaining to the City's policies on extension of services into unincorporated areas and agree to comply with the requirements thereof in order to receive services.

SIGNED Chehalis Industrial Commission
(Property Owner)

SIGNED G. M. Zwick
Curb. Sec.

DATE _____

RECORDED AT REQUEST OF:
City of Chehalis:
Bldg. Dept
PO Box 871
Chehalis, WA 98532

89 DEC 21 PM 4: 54

GARY E. ZANDELL, AUDITOR
LEWIS COUNTY, WA.

BY GZ

Section 4:
Pipe and Brass Cap at single
distance from the SE Corner
North R/W line of J. Sturdevant

S.E. Corner Section 4:
Found 2" Brass Cap by Lewis County

CONRAD & INDUSTRIAL COM.
Property 5.77-A.



89° 49' 49" W ~ 2653.99

LEGAL DESCRIPTION: A portion of the Southeast 1/4, of Section 4, Township 13 North, Range 2 West, of the Willamette Meridian, in Lewis County, Washington, described as follows: Commencing at the Southeast corner of said Section 4; thence South 89° 49' 49" West along the South line of said Subdivise point 1006.65 feet to the point of beginning; thence continuing South 89° 49' 49" West 301.52 feet to a point 474.50 feet North 89° 49' 49" East of the Easterly right of way of Habbain Road; thence North 00° 13' 50" East parallel with said Easterly line 325.30 feet; thence South 89° 49' 49" West 20.00 feet; thence North 00° 13' 50" East contiguous with the East line of that parcel conveyed by deed under A.F. No. 878380, a distance of 500.61 feet to the Southeastly right of way of a railroad easement conveyed as recorded under A.F. No. 773610; thence South 79° along said Southeastly line 279.80 feet to a 452.50 foot radius curve, concave South 79° thence Southeastly along said curve 47.99 feet through a central angle of 6° 04' 35", thence South 00° 13' 50" West 780.23 feet to the point of beginning.

RECORDED AT REQUEST OF:
City of Chehalis
Building Dept.
PO Box 871
Chehalis, WA 98532

89 DEC 21 PM 4:51

GARY E. ZAMBELL, AUDITOR
LEWIS COUNTY, WA.

BY *gje*

8911843

1-2910

Purdy Co.

Habien Rd.

17539-3

#2 Detail Map

*R&Q 35-36; R&S 35-36
& 130203-3.*

City of Chehalis
P. O. Box 871
Chehalis, Washington 98532

ATTENTION: CITY MANAGER

Dear Sir:

I hereby request services from the City of Chehalis for the following described property located outside the corporate limits of the City of Chehalis:

(Legal Description of Property)

I hereby certify that I have received a copy of Resolution No. 7-76 pertaining to the City's policies on extension of services into unincorporated areas and agree to comply with the requirements thereof in order to receive services.

SIGNED *THE Purdy Co. OF WASH.*
(Property Owner)

SIGNED *By R. Brown* *Supt.*

DATE *7/10/80*

ed below:

Beginning at a point on the East line of the Bishop Road 2349.72 feet South of the Intersection of the East line of said Road and the North line of the Lewis Johnson D.L.C. said point being the intersection of the North line of the Northern Pacific Railroad Spur and the East line of the Bishop Road; thence South 79° 46' East along the North line of the Railroad Spur 1869 feet; thence North 1° 54' West 437.2 feet; thence South 88° 49' West 482.9 feet to the East line of the Johnson D.L.C.; thence North 2° 03' West 200 feet more or less to the centerline of Millenbaugh Creek; thence Westerly 1350.0 feet more or less to the East line of Bishop Road; thence South 363.0 feet more or less to the Place of Beginning, containing 18.0 acres more or less.

VOL. 429 PAGE 614

~~1-2909~~ FOSECO INC.

1 7539.6 Foseco Inc.
X 123 Haber Rd.

8911882

#2 Detail Map

P&D 35-36; R&S 35-36
§ 130203.3

City of Chehalis
P. O. Box 871
Chehalis, Washington 98532

ATTENTION: CITY MANAGER

Dear Sir:

I hereby request services from the City of Chehalis for the following described property located outside the corporate limits of the City of Chehalis:

(Legal Description of Property)

See Enclosure

I hereby certify that I have received a copy of Resolution No. 7-76 pertaining to the City's policies on extension of services into unincorporated areas and agree to comply with the requirements thereof in order to receive services.

FOSECO, INC.
SIGNED Paul Fulwell V.P., Mfg.
(Property Owner)

FOSECO, INC.
SIGNED Harleen M. Hughes
Assistant Secretary

DATE October 14, 1981

RECORDED AT REQUEST OF:

City of Chehalis
Bldg. Dept
PO Box 871
Chehalis, WA 98532
89 DEC 21 PM 4:53

GARY E. ZANDELL, AUDITOR
LEWIS COUNTY, WA.

BY Jis

893047

894378

DEED

4.50
4.00

6-1-1972

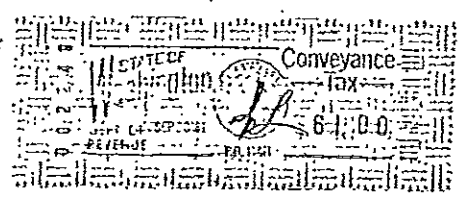
The Grantor, CHEHALIS INDUSTRIAL COMMISSION, INC., a Washington corporation, for \$10.00 and other valuable consideration, conveys and warrants to FOSECO, INC., a Delaware corporation, Grantee, the following described real estate located in Lewis County, Washington, to-wit:

XX

That portion of the Lewis Johnson Donation Land Claim in Section 4, Township 13 North, Range 2 West of the Willamette Meridian, in Lewis County, Washington, described as follows:

Commencing at the intersection of the east line of said D.L.C. and the south line of said Section 4; thence North 01°04'49" east along the east line of said D.L.C. a distance of 424.46 feet to the True Point of Beginning, said point being the northeast corner of a parcel of land conveyed to the Lewis County P.U.D. under Lewis County Auditor's File No. 568164, filed in Volume 386 of deeds, page 221; thence north 89°19'00" west parallel to the south line of said Section 4, a distance of 120.00 feet; thence south 01°04'49" west parallel to the east line of said D.L.C. a distance of 120.00 feet; thence north 89°19'00" west parallel to the south line of said Section 4, a distance of 375.39 feet to a point which bears south 00°41'00" west from the southeast corner of that certain property described in warranty deed to Goodyear Tire and Rubber Company, a corporation, recorded September 26, 1956, under Lewis County Auditor's File No. 565681, filed in Volume 385 of Deeds, page 173; thence north 00°41'00" east a distance of 134.46 feet to said southeast corner; thence continuing north 00°41'00" east along the east boundary of said property a distance of 354.27 feet to a point on the southeasterly margin of the Burlington Northern (formerly Northern Pacific) Secondary Spur Track, said point being the intersection with a curve whose radius point bears north 26°06'47" west a distance of 400.72 feet; thence northeasterly along said curve through a central angle of 16°53'13" an arc distance of 118.11 feet along said southeasterly margin of the Secondary Spur Track Right of Way to the beginning of a reverse curve to the right whose radius point bears south 43°00'00" east a distance of 334.63 feet; thence northeasterly along said reverse curve through a central angle of 54°43'16" an arc distance of 319.59 feet along said southeasterly margin of the Secondary Spur Track Right of Way to the southerly margin of the Burlington Northern Primary Spur Track Right of Way; thence South 78°16'44" east a distance of 110.44 feet along said southerly margin of Primary Spur Track Right of Way to the East line of said D.L.C.; thence South 01°04'49" west along said east line a distance of 501.94 feet to the True Point of Beginning.

2-34050



VOL. 234 PAGE 183

VOL. 236 PAGE 39

Arresting, Underway
O.O. Blx 867
Chehalis, WA 99532

9410879
CITY OF CHEHALIS
UTILITY SERVICE APPLICATION

Conrad Industries
#3 Detail Map
121 Melhart Rd.
017504-009-000

THE UNDERSIGNED hereby requests utility (water and/or sewer) service from the City of Chehalis, Washington, a municipal corporation, for the following described real property situate in Lewis County, Washington, outside the corporate limits of the City of Chehalis, Washington: V

(Insert legal description of property to be serviced)

Street Address of Property:

In the event the City of Chehalis shall allow extension of utility service to the above described real property, in consideration thereof, the undersigned hereby acknowledges and agrees to each of the following:

1. The undersigned has received a copy of City of Chehalis Resolution No. 7-76 relating to the extension of utility service into unincorporated areas of Lewis County outside the corporate limits of the City of Chehalis, has read the Resolution and fully understands the same; and

2. The City of Chehalis Comprehensive Plan, City of Chehalis Resolution No. 8-81, requires any development for which utility service is provided to comply with the Chehalis Comprehensive Plan and any other development or subdivision regulations enacted or adopted by the City of Chehalis; and

3. The undersigned has submitted a detailed Site Development Plan to the Planning Director of the City of Chehalis and that the Planning Director has made the determinations indicated below based upon said Site Plan; and

4. Any development which has occurred on the above described real property prior to the date of this Application and under a Lewis County approval or permit may continue to exist, but

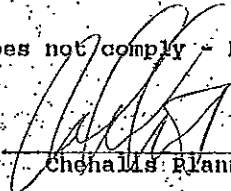

VOL. 610 PAGE 767

any development which may occur subsequent to the date of this Application, or any modification of any existing development subsequent to the date of this Application, must comply with the Comprehensive Plan and other development or subdivision regulations of the City of Chehalis; and

5. This Application shall constitute a request for annexation if annexation is required prior to development of the described real property and, if no such annexation is required prior to such development, that the undersigned, or any successor, assign or heir of the undersigned, shall agree to the annexation of the above described real property by the City of Chehalis at such time as the City may require or accept such annexation, pursuant to City of Chehalis Resolution No. 7-76.

The following shall be completed by the Chehalis Planning Director:

- A Annexation required prior to development
- A Annexation after service at City's discretion
- *****
- Development proposal must be reviewed during annexation
- B Development proposal complies - Approve
- Insufficient information - Do not approve
- Development proposal does not comply - Denied



 Chehalis Planning Director

(Do not sign this form until A and B above have been checked and approved by the Chehalis Planning Director.)

This is to certify that the undersigned is/are the legal owner(s) of the above described real property and is/are legally

authorized to encumber the said property pursuant to the terms hereof.

Print Name CONRAD INDUSTRIES, INC. Sign Name [Signature]
121 MEHURT RD. MARK B. CONRAD
CHEHALIS, WA. 98532

STATE OF WASHINGTON }
 COUNTY OF Lewis } ss

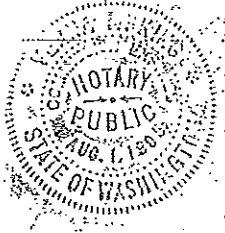
On this day personally appeared before me Mark B. Conrad to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of August, 19 98.
[Signature]
 Notary Public in and for the State of Washington,
 residing at [Address]
 My appointment expires on 8-1-98

STATE OF WASHINGTON }
 COUNTY OF } ss

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written, Notary Public in and for the State of Washington, residing at My appointment expires on



RECORDED AT REQUEST OF:
City of Chehalis
PO Box 871
Chehalis, Wa
98532
 94 JUL -5- PM 3: 02
 GARY E. ZANDELL, AUDITOR
 LEWIS COUNTY, WA.
 BY [Signature]

Exhibit "A"

City of Chehalis Annexation description

That portion of the Southwest Quarter of Section 3 and the Southeast Quarter of the Southeast Quarter, Government Lots 1 and 2 and the Lewis Johnson Donation Land Claim Number 39, in Section 4, all in Township 13 North, Range 2 West, W.M. in Lewis County, Washington described as follows:

BEGINNING at the southwest corner of said Section 3; thence East 30.00 feet along the south line said Section 3 to the easterly margin of Ribelin County Road; thence $N00^{\circ}49'27''W$ along said easterly margin a distance of 1601.3 feet, more or less to an angle point in said easterly margin of Ribelin County Road; thence Northwesterly a distance 60.5 feet, more or less to the intersection of the northerly margin of Ribelin County Road and the east line of said Section 4; thence $N00^{\circ}49'27''W$ along the west line of said Section 3 a distance of 448.00 feet, more or less, to the northeast corner of said Government Lot 1 and the northeast corner of Tract A of City of Chehalis Boundary Line Adjustment Number BLA-07-131 as recorded under Auditor's File Number 3284480, Records of Lewis County, Washington; thence $S89^{\circ}39'06''W$ along the north line of said Government Lot 1 and the north line of said Government Lot 2 a distance of 1422.25 feet, more or less, to the west margin of SW 22nd Street; thence $S00^{\circ}35'24''W$ a distance of 640 feet, more or less, to the centerline of Dillytwig (also appearing of record as Dillenbaugh) Creek; thence Westerly along said centerline a distance of 910 feet, more or less, to the southeast corner of that parcel described in Warranty Deed recorded under Auditor's File Number 407514, Records of Lewis County, Washington, said parcel also being depicted of record of Record of Survey recorded in Book 7 of Surveys at Pages 46 and 47, Records of Lewis County, Washington; thence $N00^{\circ}37'32''E$ along the east line of said parcel a distance of 282 feet, more or less to the northeast corner of said parcel; thence $N89^{\circ}22'28''W$ along the north line of said parcel a distance of 615.47 feet, more or less, to the southeast corner of Lot 1 in Block 2 of the Plat of Roberts Five Oaks Addition as recorded in Book 4 of Plats at Page 50, Records of Lewis County, Washington; thence North along the east lines of Lots 1, 2 and 3 in said Block 2 a distance of 239.60 feet, more or less, to the northeast corner of Lot 3 in said Block 2; thence West along the north line of said Lot 3 a distance of 239.44 feet, more or less, to the northwest corner of said Lot 3 and the east margin of Bishop Road; thence South along said east margin a distance of 925 feet, more or less, to the intersection of said east margin with the south margin of the Burlington Northern Railroad Right of Way, said point also being the northwest corner of that parcel described in Quit Claim Deed recorded under Auditor's File Number 3029529, Records of Lewis County, Washington; thence $S79^{\circ}46'E$ along said south margin and along the north line of said parcel a distance of 1056.3 feet, more or less, to a point 25 feet Northwesterly from the center line of the Northern Pacific Railroad spur track; thence Southwesterly parallel with and 25 feet northwesterly of said spur track centerline a distance of 246.66 feet, more or less, to the northerly extension of the west line of that parcel described in Statutory Warranty Deed recorded under Auditor's File Number 3385090 and as depicted on Record of Survey recorded in Book 5 of Surveys at Page 47, Records of Lewis County, Washington; thence $S00^{\circ}41'00''W$ along the west line and northerly extension of said parcel a distance of 545.79 feet, more or less, to the southwest corner of said parcel; thence $S89^{\circ}19'00''E$ along the south

line of said parcel a distance of 66.17 feet, more or less, to the northwest corner of Parcel A as described in Statutory Warranty Deed recorded under Auditor's File Number 3093788, Records of Lewis County, Washington; thence South along the west line of said Parcel A a distance of 304.46 feet, more or less, to the south line of said Lewis Johnson Donation Land Claim Number 39 and the south line of said Section 4; thence East along the south line of said Donation Land Claim and the south line of said Section 4 a distance of 2272.38 feet, more or less, to the Point of Beginning.

TOGETHER with and subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.



Option A:
Total Assessed Value: \$23,015,000

LeWick County, Washington

City of Chehalis - Proposed Annexation Draft for Chehalis Review

Annexation Option A
 City Limits
 Port of Chehalis
 UGA

0 100 200 300 Feet

The information on this map is derived from the 2014 Assessor's Office records. The City of Chehalis is not responsible for the accuracy of the information on this map. The City of Chehalis is not responsible for the accuracy of the information on this map. The City of Chehalis is not responsible for the accuracy of the information on this map.

CITY OF CHEHALIS
AGENDA REPORT

DATE: January 5, 2016
TO: The Honorable Mayor and City Council
FROM: Ken Cardinale, Fire Chief
SUBJECT; Interlocal Agreement for Fire Investigative Services

ISSUE

Attached is a proposed interlocal agreement with Lewis County for the provision of certain fire marshal services, specifically “origin and cause” investigation.

DISCUSSION

In October 1998 the Chehalis Fire Department was contacted by Lewis County Community Development Department asking if we could provide fire investigation services for the Lewis County Fire Marshal’s Office. Since December 1998 Chehalis Fire Department has provided investigative services for cause and origin of fires occurring in Lewis County.

Last year our investigators were requested to investigate 32 fires for cause and origin in Lewis County. The Chehalis Fire Services Division has three primary fire investigators – Captain Ted McCarty, Senior Firefighter Derrick Paul and Firefighter/Engineer Jay Birley. They currently provide this service inside the city and for Lewis County. By extending this service to the county it provides our investigators with more experience and a wealth of knowledge of fire investigations.

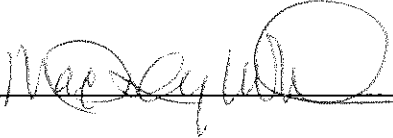
Under the agreement the cost to the county shall not exceed \$25,000 annually without prior written approval by the county. The agreement provides for fire investigation authority to investigate and enforce the provisions of RWC 43.44.050 Reports and investigation of fire-police powers, including duties pertaining to civil and criminal fire investigations. The term of this agreement is for five years with provisions to be extended or renegotiated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this agreement.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council authorize the city manager to execute the interlocal agreement for the fire investigation services with Lewis County.

SUGGESTED MOTION

I move that the council authorize the city manager to execute the interlocal agreement for fire investigation services with Lewis County.

Reviewed by:  _____, City Manager

INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into between the City of Chehalis (hereinafter referred to as "City") and Lewis County (hereinafter referred to as "County"), both political subdivisions of the State of Washington. This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. This Agreement is intended to provide reliable fire investigation services to the residents of the unincorporated areas of Lewis County on an as requested basis.

WHEREAS, it is appropriate that in order to implement such an arrangement an Interlocal Agreement (Agreement) be executed between the parties setting forth the conditions and terms of that arrangement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the City and the County agree as follows:

1. **Purpose.** This Agreement is intended to ensure fire investigation services to the residents of unincorporated Lewis County.
2. **Means of Joint Undertaking.** No separated legal entity shall be created to implement the terms of this Agreement. The Director of Community Development for the County and the City Manager shall provide joint oversight to administer this Agreement.
3. **Term.** The term of this Agreement and the performance thereof shall be limited to January 1, 2016 and expire December 31, 2021. This Agreement may be extended or renegotiated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.
4. **Services and Responsibilities of the City.** The scope of services provided by the City within the unincorporated areas addressed by this Agreement shall be as specified below:
 - a. Investigation of the origin, cause, and circumstances and extent of loss from fire, pursuant to RCW 43.44.050 *Reports and investigation of fires-Police powers*, in cooperation with the state fire marshal, as well as state and county law enforcement and regulatory personnel.
 - b. Provision for the on-call availability of a properly trained, experienced and equipped fire investigator, 24 hours per day, each and every day of the year. On-call dispatch time of the investigator to the fire scene shall not be more than two (2) hours after the first notification by the County to the appropriate City representative.
 - c. The City shall furnish and supply all necessary labor, supervision, equipment, communication services and supplies, and such administrative services as are necessary to maintain a proper level of fire investigation service to the unincorporated areas of the County. Administrative services shall include, but are

not limited to, the filing and storage of fire investigation reports; investigative evidence and responding to public disclosure requests thereto; and accounting services for the purpose of providing a full and complete disclosure to the County of all actual service costs.

- d. The City Manager may assign a designee, to act as a liaison to the County Director of Department of Community Development, or the County designee, on all operational issues and civil investigations and to act as liaison to the County Sheriff's Office and Prosecuting Attorney on all criminal investigations.
 - e. Any operational concerns should initially be raised with the City's representative designated under Section 2. In addition, if regular meetings are deemed necessary by the County to discuss issues regarding fire investigation services, they will be arranged by representatives of the County Department of Community Development and City Manager or designee.
5. **Services and Responsibility of the County.** The County agrees to meet the following responsibilities under this Agreement:
- a. The County shall grant to the City Fire Department personnel assigned to provide fire investigation service the authority to investigate and enforce the provisions of RCW 43.44.050 *Reports and investigation of fires-Police powers*, including duties pertaining to civil and criminal fire investigations.
 - b. The County shall provide to the City Fire Department personnel, assigned to fire investigation services, the assistance of the County Community Development Department and associated personnel necessary to assist the City in providing fire investigation services.
 - c. Provide for timely payments for the services provided for in this Agreement upon receipt of a properly constituted and prepared billing by the City. The estimated total dollar amount of all work performed by the City for the County under this Agreement shall not exceed \$25,000 annually without prior written approval by the County.
6. **Assignment and Subcontracting.** No portion of this Agreement may be assigned or subcontracted to any other individual, firm, entity without express and prior written approval of the County's Community Development Director and the City Manager.
7. **Modification.** Either party may request changes in this Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
8. **Termination for Public Convenience.** The City Manager or the County Director of Community Development may terminate this Agreement upon 90 days written notice whenever either party determines, at either party's sole discretion that such termination is in the interest of the City or the County.
9. **Defense and Indemnity Agreement.** Each party shall hold the other, its officials, employees and agents, harmless and shall indemnify the other, its officials, employees

**CITY OF CHEHALIS
AGENDA REPORT**

DATE: January 11, 2015
TO: The Honorable Mayor and City Council
FROM: Dennis Osborn, Community Development Director
SUBJECT: Ordinance No. 951-B, Second Reading – Establishing Vesting Regulations for Land Use Permits

ISSUE

In a major new decision clarifying the scope of the vested rights doctrine, the state court of appeals held that the statutory vested rights doctrine replaced, rather than supplemented, the common law (court-made) vested rights doctrine. Under this decision, vested rights apply only in the context of building permit applications, short subdivision and subdivision applications, and development agreements. Prior to this court decision, the vested rights doctrine had a broader scope for all development permits.

DISCUSSION

At the December 14, 2015 council meeting, the administration presented Ordinance No. 951-B and council passed it on first reading. This issue is back before Council for the second and final reading.

Basically, what the court decision means is that vesting a permit is no longer based on prior court decisions. The courts have changed the way they look at vesting laws. Not knowing where this may go with the courts in the future, the administration is recommending that the City adopt its own vesting ordinance to add a level of certainty for the applicants and city as to when a permit vests. The attached ordinance simply reestablishes, at the city level, that vesting occurs at the time of a complete application being received and accepted by the city.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that council pass Ordinance No. 951-B on second and final reading.

SUGGESTED MOTION

I move that the council pass Ordinance No. 951-B on second and final reading.

Reviewed: , City Manager

ORDINANCE NO. 951-B

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON,
ESTABLISHING VESTING REGULATIONS FOR LAND USE PERMITS,
AND ESTABLISHING AN EFFECTIVE DATE THEREOF.**

WHEREAS, the State Court of Appeals has basically eliminated the common law practice of vesting; and

WHEREAS, the common law practice of vesting was the standard state wide prior to the court's decision; and

WHEREAS, a local jurisdiction may adopt its own vesting laws; and

WHEREAS, the City of Chehalis has determined the common law practice of vesting is the preferred method of determining if a permit is vested; and

WHEREAS, the development community is familiar with the common law practice of vesting; now, therefore,

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

Section 1. The Chehalis Municipal Code shall be amended to establish a new Section 17.03.125 entitled "The Common Law Practice of Vesting."

17.03.125

A. A valid and fully complete building permit application for a structure, that is permitted under the zoning or other land use control ordinances in effect on the date of the application shall be considered under the building permit ordinance in effect at the time of application, and the zoning or other land use control ordinances in effect on the date of application. In accordance with RCW 4.04.010, any other statutory codification of the vested rights doctrine limits the common law interpretation and application of such doctrine.

B. The requirements for a fully completed application shall be defined by the Chehalis Municipal Code but for any construction project costing more than five thousand dollars the application shall include, at a minimum:

(1) The legal description, or the tax parcel number assigned pursuant to RCW 84.40.160, and the street address if available, and may include any other identification of the construction site by the prime contractor;

(2) The property owner's name, address, and phone number;

(3) The prime contractor's business name, address, phone number, current state contractor registration number; and

(4) Either:

(i) The name, address, and phone number of the office of the lender administering the interim construction financing, if any; or

(ii) The name and address of the firm that has issued a payment bond, if any, on behalf of the prime contractor for the protection of the owner, if the bond is for an amount not less than fifty percent of the total amount of the construction project.

C. The information required on the building permit application by subsection (B)(1) through (4) of this section shall be set forth on the building permit document which is issued to the owner, and on the inspection record card which shall be posted at the construction site.

D. The information required by subsection (B) of this section and information supplied by the applicant after the permit is issued under subsection (E) of this section shall be kept on record in the office where building permits are issued and made available to any person on request. If a copy is requested, a reasonable charge may be made as established by Council.

E. If any of the information required by subsection (D) of this section is not available at the time the application is submitted, the applicant shall so state and the application shall be processed forthwith and the permit issued as if the information had been supplied, and the lack of the information shall not cause the application to be deemed incomplete for the purposes of vesting under subsection (A) of this section. However, the applicant shall provide the remaining information as soon as the applicant can reasonably obtain such information.

F. The limitations imposed by this section shall not restrict conditions imposed under chapter 43.21C RCW.

G. Unless amended or terminated, a development agreement is enforceable during its term by a party to the agreement. A development agreement and the development standards in the agreement govern during the term of the agreement, or for all or that part of the build-out period specified in the agreement, and may not be subject to an amendment to a zoning ordinance or development standard or regulation or a new zoning ordinance or development standard or regulation adopted after the effective date of the agreement. A permit or approval issued by the county or city after the execution of the development agreement must be consistent with the development agreement. In accordance with RCW 4.04.010 nothing in this section nor any other statutory codification of the vested rights doctrine limits the common law interpretation and application of such doctrine.

H. A proposed division of land, as defined in RCW 58.17.020, shall be considered under the subdivision or short subdivision ordinance, and zoning or other land use control ordinances, in effect on the land at the time a fully completed application for preliminary plat approval of the subdivision, or short plat approval of the short subdivision, has been submitted to the appropriate county, city, or town official. In accordance with RCW 4.04.010, neither this subsection (A) nor any other statutory codification of the vested rights doctrine limits the common law interpretation and application of such doctrine.

Section 3. This Ordinance shall become effective on the 19th day of January, 2016.

PASSED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 11th day of January, 2016.

Mayor

Attest:

City Clerk

Approved as to form and for content:

City Attorney

CITY OF CHEHALIS

AGENDA REPORT

DATE: January 4, 2016
TO: The Honorable Mayor and City Council
FROM: Patrick Wiltzius, Wastewater Superintendent
Rick Sahlin, Public Works Director
SUBJECT: Loan Offer from the State Revolving Fund for the Coal Creek Sewer Extension Project

ISSUE

The City applied for and has been offered a State Revolving Fund (SRF) loan to finance the Coal Creek Sewer Extension Project. The loan agreement is being presented for the council's review and consideration.

DISCUSSION

In 2015 an application was submitted to the Washington State Department of Ecology requesting \$325,000 for the design and construction of the Coal Creek Sewer Extension Project.

The Coal Creek Sewer Extension Project will consist of design, permitting and construction of a sewer extension to serve 9 homes on Coal Creek Rd. that have failing septic systems. Completion of this project will allow the residents to remain in their homes and address various health, safety and water quality concerns in the Coal Creek Area. The sewer extension will include the supply and installation of grinder pumps, electrical upgrades, and valve stations for each home. It will also include the installation of approximately 1,200 feet of 2 to 4" force main and decommissioning of the failed septic tanks.

The City has been offered a SRF loan from Ecology for \$15,000 with a 1.4 % interest rate for a period of 20 years. The loan also carries a 1.0% administration fee. In addition to the loan, the City received \$295,000 in grant funds and \$15,000 as forgivable principal.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council pass resolution 1-2016 and authorize the city manager to execute a contract with the State Revolving Fund for a loan of \$15,000 at a 2.4% effective interest rate with a term of 20 years for the Coal Creek Sewer Extension Project.

SUGGESTED MOTION

I move that the city council pass resolution 1-2016 and authorize the city manager to execute a contract with the State Revolving Fund for a loan of \$15,000 at a 2.4% effective interest rate with a term of 20 years for the Coal Creek Sewer Extension Project.

REVIEWED BY:  , CITY MANAGER

RESOLUTION NO. 1-2016

A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON, APPROVING STATE REVOLVING FUND LOAN (SRF) NO. WQC-2016-CHEHPW-00013 IN THE AMOUNT OF \$15,000 FOR THE DESIGN AND CONSTRUCTION OF THE COAL CREEK SEWER EXTENSION PROJECT.

WHEREAS, The Department of Ecology, a Washington State Agency, has established a State Revolving Fund (SRF) for providing financial assistance for municipal work; and

WHEREAS, the City of Chehalis desires to participate in the loan from the SRF; and

WHEREAS, a requirement to participate requires a resolution of the governing body authorizing the City Manager to receive said SRF loans and the scope of work; now therefore,

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

Section 1. The City of Chehalis desires to participate in the SRF loan.

Section 2. The City Council of the City of Chehalis does hereby authorize the City Manager to receive the SRF loan and to take such other actions as necessary and relevant to the SRF Loan Program.

Section 3. Effective Date: This Resolution shall take effect and be in force immediately upon its passage.

ADOPTED by the City Council of the city of Chehalis, Washington, and APPROVED by its Mayor, at a regularly scheduled open public meeting thereof this 11th day of January, 2016.

Mayor

Attest:

City clerk

Approved as to form and content:

City Attorney



Agreement WQC-2016-ChehPW-00013

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF CHEHALIS

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and CITY OF CHEHALIS, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Coal Creek Sewer Extension
Total Cost:	\$325,000.00
Total Eligible Cost:	\$325,000.00
Ecology Share:	\$325,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/10/2015
The Expiration Date of this Agreement is no later than	07/31/2017
Project Type:	Wastewater Facility

Project Short Description:

The project will design, permit, and construct a sewer extension to serve nine homes on Coal Creek Road that all have failed or failing septic systems. The project will eliminate a substantial nonpoint source of pollution to Coal Creek, a tributary of the Chehalis River.

Project Long Description:

The project will design, permit, and construct a sewer extension to serve nine homes on Coal Creek Road that all have failed or failing septic systems. The project will eliminate a substantial nonpoint source of pollution to Coal Creek, a tributary of the Chehalis River. The sewer extension will include grinder pumps, associated electrical upgrades, and valve stations for each home, installation of approximately 1,200 feet of 2-inch to 4-inch force main and decommissioning of the failed septic tanks.

Lewis County has determined that repair of the existing septic tanks is not feasible as the soils in the area are poor and cannot sustain a properly working septic system. The only viable option to resolve the issue is to connect all of

Agreement No: WQC-2016-ChehPW-00013
Project Title: Coal Creek Sewer Extension
Recipient Name: CITY OF CHEHALIS

the affected homes to the RECIPIENT's sanitary sewer system. This project will protect public health, coal creek, and prevent the homes/properties from being condemned by the County.

Overall Goal:

The goal of the project is to eliminate a health hazard caused by failing/failed septic systems by connecting the properties in a small subdivision on Coal Creek Road to the RECIPIENT's sewer system. This will also eliminate a substantial nonpoint source of pollution to Coal Creek, a tributary of the Chehalis River. Part of this goal is to complete the work in a cost effective manner so as to be affordable to the residents living in this lower income subdivision.

RECIPIENT INFORMATION

Organization Name: CITY OF CHEHALIS
Federal Tax ID: 91-6001235
DUNS Number: 079266664
Mailing Address: 2007 NE Kresky Ave.
Chehalis, WA, 98532
Physical Address: 2007 NE Kresky Avenue
Chehalis, Washington, 98532
Organization Email: pwiltzius@ci.chehalis.wa.us

Contacts

Project Manager	Patrick Wiltzius Wastewater Superintendent 2007 NE Kresky Ave. Chehalis, Washington, 98532 Email: pwiltzius@ci.chehalis.wa.us Phone: (360) 740-7536
Billing Contact	Judy Pectol Finance Manager 1321 S. Market Blvd. Chehalis, Washington, 98532 Email: jpectol@ci.chehalis.wa.us Phone: (360) 345-3231
Authorized Signatory	Patrick J Wiltzius Wastewater Superintendent 2007 NE Kresky Ave. Chehalis, Washington, 98532 Email: pwiltzius@ci.chehalis.wa.us Phone: (360) 740-7536

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Dave Dougherty P.O Box 47775 Olympia, Washington, 98504-7775 Email: ddou461@ecy.wa.gov Phone: (360) 407-6278
Financial Manager	Jeanna Ridner P.O. Box 47600 Olympia, Washington, 98504-7600 Email: jmac461@ecy.wa.gov Phone: (360) 407-6533

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

Washington State
Department of Ecology

CITY OF CHEHALIS

Program Manager

Date

Heather Bartlett

Water Quality

Patrick J Wiltzius

Date

Wastewater Superintendent

SCOPE OF WORK

Task Number: 1 Task Cost: \$15,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Patrick Wiltzius / Judy Pectol

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 Task Cost: \$30,000.00

Task Title: Project Design

Task Description:

- A. The RECIPIENT will procure engineering services in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

- B. The RECIPIENT will design the Coal Creek Sewer Extension project. Plans and specifications developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC. Elements of the design will include:
 - 1. Supply and installation of grinder pumps and associated electrical upgrades.
 - 2. Valve station for each home.
 - 3. Approximately 1,200 feet of 2-inch to 4-inch force main.
 - 4. Decommissioning of failed septic tanks.

- C. The plans and specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for ECOLOGY review. All construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings must be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. A current construction cost estimate will be submitted along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

- D. The RECIPIENT will complete the facility designs within one year after the execution of this AGREEMENT.

Task Goal Statement:

The goal of this task is to complete the design of a successful sewer extension project that will enable nine properties on Coal Creek Road to hook up to the City of Chehalis sewer system, thereby allowing them to continue occupation of their properties. In addition this project will eliminate a substantial nonpoint pollution source entering Coal Creek, a tributary of the Chehalis River with numerous TMDLs.

Task Expected Outcome:

The outcome of this task will be a completed design (including all of the necessary contract and bidding documents necessary to request bids for construction) of the sewer extension project.

Recipient Task Coordinator: Patrick Wiltzius

Project Design

Deliverables

Number	Description	Due Date
2.1	Executed contracts for engineering services and documentation of the RECIPIENT's process for procuring engineering services.	
2.2	Two copies of the draft and final design.	

Agreement No: WQC-2016-ChehPW-00013
Project Title: Coal Creek Sewer Extension
Recipient Name: CITY OF CHEHALIS

SCOPE OF WORK

Task Number: 3 Task Cost: \$30,000.00

Task Title: Construction Management

Task Description:

- A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.
- B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.
- C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.
- D. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).
- E. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

Task Goal Statement:

To effectively manage construction of the project and to ensure the project is built to approved plans and specifications while maintaining compliance with all State and Federal laws and regulations, ensure the best interests of the City are met and ensure there are no environmental impacts from the project.

Task Expected Outcome:

Completion of the project per plans and specifications.

Recipient Task Coordinator: Patrick Wiltzius / Judy Schave

Construction Management

Deliverables

Number	Description	Due Date
3.1	Executed contract for construction management services.	
3.2	Documentation of the RECIPIENT's process for procuring engineering services.	
3.3	Construction Quality Assurance Plan.	
3.4	"As-built" plans.	
3.5	Declaration of Construction completion.	

SCOPE OF WORK

Task Number: 4 Task Cost: \$250,000.00

Task Title: Project Construction

Task Description:

A. The RECIPIENT will include ECOLOGY's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:

1. Supply and installation of grinder pumps and associated electrical upgrades.
2. Valve station for each home.
3. Approximately 1,200 feet of 2-inch to 4-inch force main.
4. Decommissioning of failed septic tanks.

C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.

D. As a condition of receiving this funding, the RECIPIENT will prepare a fiscal sustainability plan. The RECIPIENT will certify that a plan that contains at least the minimum required elements listed above has been developed and is being implemented. The plan must include the following elements:

1. An inventory of critical assets that belong to the utility.
2. An evaluation of the condition and performance of the critical assets.
3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

Task Goal Statement:

To provide a means of sewage disposal for nine properties with failed or failing septic systems to enable continued occupancy of the residences and to eliminate multiple nonpoint discharges to Coal Creek. Construction work will be done following accepted BMPs for such work to minimize the potential for any environmental impact.

Task Expected Outcome:

Physical assets include approximately 1,200 feet of 2 to 4 inch sanitary sewer force main, nine grinder pump systems and associated valve vaults, and the decommissioning of nine septic tanks compliant with County regulations re said decommissioning. This work will enable the residents of nine properties to remain in their homes while at the same time eliminating public health hazards and Coal Creek water quality issues due to raw sewage discharges from failed or failing septic tanks.

Recipient Task Coordinator: Patrick Wiltzius / Construction Management Consultant

Project Construction

Deliverables

Number	Description	Due Date
4.1	Copy of the advertisement for bids and the affidavit of publication.	
4.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract.	
4.3	Copy of the advertisement for bids and the affidavit of publication.	
4.4	Copy of the notice to proceed.	
4.5	Minutes of the pre-construction meeting.	
4.6	Certification that the Financial Sustainability Plan has been developed and is being implemented.	

Agreement No: WQC-2016-ChehPW-00013
Project Title: Coal Creek Sewer Extension
Recipient Name: CITY OF CHEHALIS

SCOPE OF WORK

Task Number: 5 Task Cost: \$0.00

Task Title: Change Orders

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

Approval and completion of change orders.

Task Expected Outcome:

Approval and completion of change orders.

Recipient Task Coordinator: Patrick Wiltzius / Construction Management Consultant

Change Orders

Deliverables

Number	Description	Due Date
5.1	A copy of all change orders	

Agreement No: WQC-2016-ChehPW-00013
 Project Title: Coal Creek Sewer Extension
 Recipient Name: CITY OF CHEHALIS

BUDGET

Funding Distribution EF160237

Funding Title: SRF Forgivable Principle
 Funding Type: Forgivable Loan Funding Expiration Date: 07/31/2017
 Funding Effective Date: 07/10/2015
 Funding Source:

Title: CWSRF - SFY16
 Type: Federal
 CFDA: 66.458

Assistance Agreement:

Description: Clean Water State Revolving Fund-This grant will provide additional capital for Washington's Water Pollution Control Revolving Fund. This capital will be used to offer low interest loans to projects that will address the state's high priority water quality needs. The projects receiving financial assistance will generally protect and restore water quality and aquatic habitat.

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SRF Forgivable Principle	Task Total
Project Design	\$ 15,000.00

Total: \$ 15,000.00

Agreement No: WQC-2016-ChehPW-00013
 Project Title: Coal Creek Sewer Extension
 Recipient Name: CITY OF CHEHALIS

BUDGET

Funding Distribution EG160232

Funding Title: Centennial Grant
 Funding Type: Grant Funding Expiration Date: 07/31/2017
 Funding Effective Date: 07/10/2015
 Funding Source:

Title: Centennial - SFY16

Type: State

CFDA:

Assistance Agreement:

Description: The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater facility construction projects in smaller, financially distressed communities.

Recipient Match %: 0

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Centennial Grant	Task Total
Project Administration/Management	\$ 15,000.00
Construction Management	\$ 30,000.00
Project Construction	\$ 250,000.00

Total: \$ 295,000.00

BUDGET

Funding Distribution EL160234

Funding Title: SRF Loan
 Funding Type: Loan Funding Expiration Date: 07/31/2017
 Funding Effective Date: 07/10/2015
 Funding Source:

Title: CWSRF - SFY16
 Type: Federal
 CFDA: 66.458

Assistance Agreement:

Description: Clean Water State Revolving Fund-This grant will provide additional capital for Washington's Water Pollution Control Revolving Fund. This capital will be used to offer low interest loans to projects that will address the state's high priority water quality needs. The projects receiving financial assistance will generally protect and restore water quality and aquatic habitat.

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2.4% Interest Rate: 1.4% Admin Charge: 1%

Terms: 20 years

Project Start Date: 07/10/2015 Project Completion Date: 07/31/2017

Estimated Initiation of Operation date: 03/31/2017

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 2169

SRF Loan	Task Total
Project Design	\$ 15,000.00
Change Orders	\$ 0.00

Total: \$ 15,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Centennial Grant	0.00 %	\$ 0.00	\$ 295,000.00	\$ 295,000.00
SRF Forgivable Principle	0.00 %	\$ 0.00	\$ 15,000.00	\$ 15,000.00
SRF Loan	0.00 %	\$ 0.00	\$ 15,000.00	\$ 15,000.00
Total		\$ 0.00	\$ 325,000.00	\$ 325,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasance” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Ecology Administration of Grants and Loans” or “EAGL” means the electronic system Ecology uses to manage grants and loans.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments shall include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

- 1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.
- 2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT shall implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance

Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND ONLY CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. Clean Water Act Section 319 Initial Data Reporting Sheet or the "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete and submit the "Clean Water Act Section 319 Initial Data Reporting Sheet" form in EAGL prior to Ecology signing the agreement.

B. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on pollutant load reduction for each best management practice (BMP) installed as a part of this project.

C. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submissions, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

B. Archaeological Resources and Historic Properties (Section 106): See Section 2.C of the terms and conditions of this agreement, the RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800)

C. Consultant Cap: The RECIPIENT shall ensure that grant or loan funds provided under this agreement to be used to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

D. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements:

RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that the organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

E. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of

the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT also agrees to submit ECOLOGY's MBE/WBE participation report "Form D" with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology's Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

G. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel

National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a

H. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Federal Funding Accountability and Transparency Act (FFATA) Form
4. State Revolving Fund (SRF) Federal Reporting Information form available in EAGL
5. Fiscal Sustainability Plan Certification (only required if the project includes construction of a wastewater or stormwater facility construction.)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement will be signed by ECOLOGY.

D. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

E. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

F. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

G. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan "Loan Term" as outlined in this agreement.

H. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

I. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

"Reserve Account" means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

J. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded

Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

K. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

L. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

M. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

N. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

O. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility or any real or personal property comprising a part of the Utility unless:

1. The facilities or property transferred are not material to the operation of the Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility or are no longer necessary, material, or useful to the operation of the Utility; or
 2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility; or
 3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
 4. Expressed written agreement by ECOLOGY.
- The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

P. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.
- 4) Require connections necessary to meet debt obligations associated with the planning and construction of this facility as well as the expected costs of operation and maintenance.

Q. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration shall incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In

that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

R. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

WQC TERMS AND CONDITIONS LAST UPDATED 12/15/2015

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have

the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring

all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email

payeehelpdesk@des.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal

decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act

or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
 - c. Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such

property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



ESTIMATED LOAN REPAYMENT SCHEDULE

Loan Number	EL160324	Loan Amount	\$15,000.00
Recipient Name	City of Chehalis	Term of Loan	39 Payments
Amortization Method	Compound-365 D/Y	Annual Int. Rate	2.400 %
Project Completion Date		Interest Compounded	Monthly
Initiation of Operations	03/31/2017	Loan Date	03/31/2017

Loan Number	EL160324	Department of Ecology
Recipient Name	City of Chehalis	Date Created 12/03/2015

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
1	03/31/2018	\$490.23	\$363.48	\$126.75	\$14,873.25
2	09/30/2018	\$490.23	\$179.37	\$310.86	\$14,562.39
SubTotal	2018	\$980.46	\$542.85	\$437.61	
3	03/31/2019	\$490.23	\$175.62	\$314.61	\$14,247.78
4	09/30/2019	\$490.23	\$171.83	\$318.40	\$13,929.38
SubTotal	2019	\$980.46	\$347.45	\$633.01	
5	03/31/2020	\$490.23	\$167.99	\$322.24	\$13,607.14
6	09/30/2020	\$490.23	\$164.10	\$326.13	\$13,281.01
SubTotal	2020	\$980.46	\$332.09	\$648.37	
7	03/31/2021	\$490.23	\$160.17	\$330.06	\$12,950.95
8	09/30/2021	\$490.23	\$156.19	\$334.04	\$12,616.91
SubTotal	2021	\$980.46	\$316.36	\$664.10	
9	03/31/2022	\$490.23	\$152.16	\$338.07	\$12,278.84
10	09/30/2022	\$490.23	\$148.09	\$342.14	\$11,936.70
SubTotal	2022	\$980.46	\$300.25	\$680.21	
11	03/31/2023	\$490.23	\$143.96	\$346.27	\$11,590.43
12	09/30/2023	\$490.23	\$139.78	\$350.45	\$11,239.98
SubTotal	2023	\$980.46	\$283.74	\$696.72	
13	03/31/2024	\$490.23	\$135.56	\$354.67	\$10,885.31
14	09/30/2024	\$490.23	\$131.28	\$358.95	\$10,526.36
SubTotal	2024	\$980.46	\$266.84	\$713.62	
15	03/31/2025	\$490.23	\$126.95	\$363.28	\$10,163.08

Loan Number EL160324

Department of Ecology

Recipient Name City of Chehalis

Date Created 12/03/2015

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
16	09/30/2025	\$490.23	\$122.57	\$367.66	\$9,795.42
SubTotal	2025	\$980.46	\$249.52	\$730.94	
17	03/31/2026	\$490.23	\$118.13	\$372.10	\$9,423.32
18	09/30/2026	\$490.23	\$113.65	\$376.58	\$9,046.74
SubTotal	2026	\$980.46	\$231.78	\$748.68	
19	03/31/2027	\$490.23	\$109.11	\$381.12	\$8,665.62
20	09/30/2027	\$490.23	\$104.51	\$385.72	\$8,279.90
SubTotal	2027	\$980.46	\$213.62	\$766.84	
21	03/31/2028	\$490.23	\$99.86	\$390.37	\$7,889.53
22	09/30/2028	\$490.23	\$95.15	\$395.08	\$7,494.45
SubTotal	2028	\$980.46	\$195.01	\$785.45	
23	03/31/2029	\$490.23	\$90.38	\$399.85	\$7,094.60
24	09/30/2029	\$490.23	\$85.56	\$404.67	\$6,689.93
SubTotal	2029	\$980.46	\$175.94	\$804.52	
25	03/31/2030	\$490.23	\$80.68	\$409.55	\$6,280.38
26	09/30/2030	\$490.23	\$75.74	\$414.49	\$5,865.89
SubTotal	2030	\$980.46	\$156.42	\$824.04	
27	03/31/2031	\$490.23	\$70.74	\$419.49	\$5,446.40
28	09/30/2031	\$490.23	\$65.68	\$424.55	\$5,021.85
SubTotal	2031	\$980.46	\$136.42	\$844.04	
29	03/31/2032	\$490.23	\$60.56	\$429.67	\$4,592.18
30	09/30/2032	\$490.23	\$55.38	\$434.85	\$4,157.33
SubTotal	2032	\$980.46	\$115.94	\$864.52	
31	03/31/2033	\$490.23	\$50.14	\$440.09	\$3,717.24
32	09/30/2033	\$490.23	\$44.83	\$445.40	\$3,271.84
SubTotal	2033	\$980.46	\$94.97	\$885.49	
33	03/31/2034	\$490.23	\$39.46	\$450.77	\$2,821.07
34	09/30/2034	\$490.23	\$34.02	\$456.21	\$2,364.86
SubTotal	2034	\$980.46	\$73.48	\$906.98	
35	03/31/2035	\$490.23	\$28.52	\$461.71	\$1,903.15

Loan Number EL160324

Department of Ecology

Recipient Name City of Chehalis

Date Created 12/03/2015

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
36	09/30/2035	\$490.23	\$22.95	\$467.28	\$1,435.87
SubTotal	2035	\$980.46	\$51.47	\$928.99	
37	03/31/2036	\$490.23	\$17.32	\$472.91	\$962.96
38	09/30/2036	\$490.23	\$11.61	\$478.62	\$484.34
SubTotal	2036	\$980.46	\$28.93	\$951.53	
39	03/31/2037	\$490.18	\$5.84	\$484.34	\$0.00
SubTotal	2037	\$490.18	\$5.84	\$484.34	
Grand Total		\$19,118.92	\$4,118.92	\$15,000.00	