

# 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

February 22, 2016

4:15 p.m.

EXECUTIVE SESSION		
1. <u>Executive Session Pursuant to RCW 42.30.110.(1)(g) – Review Qualifications of Applicants.</u> (City Manager, Prothman)	---	

Regular Meeting of Monday, February 22, 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

4. Briefing on Sports Commission. (Public Facilities District Chairman Todd Chaput)

SEEKING POLICY DIRECTION

### CONSENT CALENDAR

5. <u>Minutes of the Regular Meeting of February 8, 2016.</u> (City Clerk)	APPROVE	1
6. <u>Vouchers and Transfers.</u> (Finance Manager)	APPROVE	8
7. <u>Confirm City Manager's Appointment of Joseph Mano Jr. to the Civil Service Commission for a Six-year Term Expiring February 28, 2022.</u> (City Manager)	CONFIRM APPOINTMENT TO CIVIL SERVICE COMMISSION	9
8. <u>Authorize City Manager to Execute Consultant Agreement with Skillings Connolly, Inc., in an amount up to \$53,231 for the National Avenue Grind and Overlay Project.</u> (City Manager, Public Works Director, Street Superintendent)	AUTHORIZE CITY MANAGER TO EXECUTE CONSULTANT AGREEMENT WITH SKILLINGS CONNOLLY, INC.	11
9. <u>Set Date and Time for Public Hearing on Marijuana Processing &amp; Production Facilities along with Retail Facilities for March 14, 2016, at 5:05 p.m.</u> (Community Development Director)	SET DATE AND TIME OF PUBLIC HEARING ON MARIJUANA PROCESSING & PRODUCTION FACILITIES ALONG WITH RETAIL FACILITIES	54

### ADMINISTRATION AND CITY COUNCIL REPORTS

10. <u>Administration Reports.</u>		
a. January financial report. (Finance Manager)	INFORMATION ONLY	55
b. Follow up on city code regarding honeybee hives. (Police Chief)	INFORMATION ONLY	
11. <u>Council Reports.</u>		
a. Councilor reports. (City Council)	INFORMATION ONLY	
b. Council committee reports. (City Council)	INFORMATION ONLY	

**NEW BUSINESS**

12. <u>Resolution No. 3-2016, First and Final Reading – Accepting Amended Petition for Annexation of the Phase 1 Industrial Annexation.</u> (City Manager, Community Development Director, City Attorney)	ADOPT	61
13. <u>Ordinance No. 953-B, First Reading – Providing for Annexation of the Phase 1 Industrial Annexation.</u> (City Manager, Community Development Director, City Attorney)	PASS	92
14. <u>Resolution No. 5-2016, First and Final Reading – Accepting the Petition for Annexation (known as the Chehalis School Annexation) and Setting the Date and Time of March 14, 2016, at 5:05 p.m. for a Public Hearing.</u> (City Manager, Community Development Director, City Attorney)	ADOPT	100

**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, MARCH 14, 2016**

February 8, 2016

The Chehalis city council met in regular session on Monday, February 8, 2016, in the Chehalis city hall. Mayor Dawes called the meeting to order at 4:00 p.m. with the following council members present: Terry Harris, Dr. Isaac Pope, Bob Spahr, Daryl Lund, and Chad Taylor. Councilor Ketchum arrived at 4:55 p.m. Staff present included: Merlin MacReynold, City Manager; Bill Hillier, City Attorney; Judy Schave, City Clerk; Dennis Osborn, Community Development Director; Glenn Schaffer, Police Chief; Judy Pectol, Finance Manager; Peggy Hammer, Human Resources Administrator; Rick Sahlin, Public Works Director; and David Fleckenstein, Airport Manager. Members of the media included Justyna Tomtas from *The Chronicle*.

**1. Work Session – Recreation Park Improvement Project.** The council held a special work session to discuss funding options for the Recreation Park Improvement Project. Project Manager Tom Skillings with Skillings Connolly, Inc., presented a brief summary of how they got to where they are and provided some funding scenarios for the council to consider.

Mr. Skillings reported one of the components of the recommended concept is the feasibility study to relocate the ballfields. He noted the purpose of the feasibility study is to look at potential sites or facilities that are suitable for relocating the ballfields.

Mr. Skillings reported the Park Committee recommended that the issue be put forth as a ballot measure for an "Excess Levy."

Community Development Director Dennis Osborn shared that the term can be up to 40 years and would not be restricted to the cap of \$3.60 per \$1,000, and would not impact the city's banked capacity.

Mr. Skillings provided the following funding scenario:

- Estimated project cost for excess levy: \$6,210,000
  - Feasibility Study: \$100,000
  - Project Management: \$190,000
  - Funded Amount: \$5,920,000

Mr. Skillings reported he used a term of 30 years at four percent to come up with an annual payment of \$342,354. He noted the four percent is a conservative number that they use for comparison purposes only.

Mr. Skillings reported the current levy rate is \$2.30 per \$1,000. He noted in order to generate sufficient revenue to pay the annual \$342,354 the council will need to increase the levy rate by .55 cents. Mr. Skillings stated, based on a home value of \$157,000, the annual increase would be \$86.37, or \$7.20 per month.

Mr. Skillings stated they will also be looking at other grant opportunities. He reported much of the work being proposed at Recreation Park is eligible for the Washington State Recreation and Conservation Office (RCO) grant. Mr. Skillings noted the Chehalis Foundation and others have expressed interest in participating in the project, but until that funding is in-hand they can't count on it, which is why the Committee recommended the excess levy component as the primary funding source.

Mr. Skillings reported another funding opportunity is the Safe Routes to School grant. He noted this program is now open and would pay for eligible components of road and frontage improvements on 13<sup>th</sup> Street and at the intersections surrounding Recreation Park. He indicated it's still a competitive process and there's no guarantee that those grants will be awarded to the city.

Mr. Skillings reported he would be meeting with the Chehalis Foundation on Tuesday to present the components of the project, and would be requesting a cash contribution to help pay for the feasibility study, which is not grant eligible. He noted they would also be asking the Foundation to participate in the replacement of Penny Playground.

Mr. Skillings recommended that the feasibility study be conducted immediately to help solidify the total project description. He noted the grant applications are due in May and the deadline to get a council resolution on the August ballot is also in May.



February 8, 2016

Mayor Dawes stated he was a little skeptical about the Safe Routes to School grant, noting there's no proximity or connection to the schools. He also didn't see the logic of going out for a \$6 million bond if they plan to try to get grant funding that could potentially cover 50 percent of the project. Mayor Dawes stated it would be nice to know if grant money will be available before they run the bond.

Mr. Skillings reported they looked at the eligibility for the Safe Routes to School grant and they believe the improvements on 13<sup>th</sup> Street and along William Avenue are in the proximity that qualifies them for the grant. He noted these are 50 percent grants and the city would need to come up with 50 percent matching funds, which are embedded in the cost of the project. Mr. Skillings noted eligible components for the RCO grant include parking, facilities, access, and some aspects of Penny Playground.

Mr. Skillings reported they will not know if they are successful in the two grants until November and/or December. He noted it was the recommendation of the Committee that the levy component be the total project cost, and if they had any success with the grants that money would be put into other identified features of the park that were put on the back burner.

Councilor Spahr inquired about the feasibility study wanting to know if they were looking at moving the ballfields to Stan Hedwall Park, or to another location.

Mr. Skillings reported they would be looking at other locations in addition to Stan Hedwall Park. He reported Hedwall Park was the first obvious choice, but there are questions as to whether or not it's the most cost effective.

Councilor Spahr asked if moving the ballfields to another location would take away a piece of the Safe Routes to School grant.

Mr. Skillings indicated that would need to be evaluated.

Mayor Dawes reported the ballot language will be specific to the project and suggested if they enhance it with grant funding they will need to hold a public hearing.

Mr. Osborn stated if the money is not coming from the bond for the additional features they don't need to go back, but he would get a definitive answer for that. He noted the grant will be specific to the various components, while the question that would go before the voters is very general and does not individually identify each of the components.

City Manager MacReynold reported they cannot do anything outside of what they're asking the voters to approve.

Mr. Skillings reported the grant applications are going to be a small portion of the total project. He noted the maximum he can see being eligible for the RCO grant is probably \$1.1 million and \$400,000-\$500,000 for the Safe Routes to School grant. Mr. Skillings reported if they don't have the levy amount high enough they risk not having enough money to do the project should they not be successful in their grant applications.

City Manager MacReynold reported part of what's driving everything is the timing. He suggested we could wait until we find out if we get the grants, but that would put the project into 2017. City Manager MacReynold stated it could potentially reduce the levy amount, but they would also be losing a lot of energy.

Councilor Taylor felt they needed to get it on the ballot, regardless of any grants that are available. He noted if we are successful in the grants it will only make the project better.

City Manager MacReynold reported his perspective may be a little different than that of the Committee in that if we did receive grants totaling \$1.5 million, could we still in good faith ask the voters to support the full amount of the project?

Mayor Dawes indicated he had concerns about that too. He stated the voters are going to be the ones who make the final decision and he would like to be able to give them the best financial package available.

February 8, 2016

Mayor Dawes talked briefly about the ballfields, noting parking is not adequate at the current location for them to be used at their full capacity. He suggested they look at a combined effort, perhaps with the school district, and possibly do some cost sharing.

Councilor Harris reported there have been some ongoing conversations with the school district to possibly partner on the ballfields, adding the Committee will be meeting with the School Board specifically to talk about it.

Councilor Pope reported, with regard to the parking issues at Recreation Park, they did receive a response from Green Hill School and they'll be meeting with them to talk about that, as well.

Mayor Dawes reported he wanted to have all the potential scenarios answered before they take it for a vote.

Mr. Skillings reported if they are successful in receiving grant funding, above and beyond the levy amount, they would identify specifically where that money would be spent within the park.

Mayor Dawes asked that they check to see if they need to hold a public hearing regarding the use of that additional funding. Additionally, if they're successful in forming some type of partnership with regard to the fields, Mayor Dawes stated it would be nice to know if that money can be used on a different piece of property and if a public hearing would be necessary to do that.

The consensus of the council was to continue to move forward.

Mayor Dawes closed the work session at 4:45 p.m. and asked that the room be cleared in order for the council to go into executive session.

2. **Executive Session.** Mayor Dawes announced the council would be in executive session pursuant to RCW 42.30.110(1)(g) – review and evaluate qualifications of an applicant for public employment for approximately 15 minutes and there would be no decision following conclusion of the executive session.

Mayor Dawes closed the executive session at 4:56 p.m. and announced the council would take a short recess and reopen the regular meeting at 5:00 p.m.

Mayor Dawes reported, based on information received from the city attorney, the council would not be taking action on Item No. 10 - Ordinance No. 952-B, but would leave it open for council discussion.

3. **Public Hearing on Proposed Annexation.** Mayor Dawes closed the regular meeting at 5:02:00 p.m. and opened the public hearing.

City Manager MacReynold reported the administration will be presenting a resolution and an ordinance for first reading at the next regular meeting.

City Attorney Hillier noted there would be a three-day period from the time the resolution is adopted to take the information on the proposed annexation to the Lewis County Assessor's Office so they can certify the petition. He noted once that step is complete the ordinance will be brought back for second and final reading. City Attorney Hillier reported there's always a potential for the Boundary Review Board to step in and question our motives and methods, but the administration is on top of it and if there is an issue it will be brought back to the council to get it resolved.

Mayor Dawes reported a letter of support was read into the record on behalf of the Port of Chehalis Commissioners at the public hearing held on January 25. He noted Lewis County Commissioner Bill Schulte was also present at that meeting and stated the county supported the city's annexation 100 percent.

Mayor Dawes closed the public hearing at 5:04:24 p.m. and reopened the regular meeting.

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

February 8, 2016

- a. Minutes of the regular meeting of January 25, 2016;
- b. Claim Vouchers No. 114796-114903 in the amount of \$198,935.00 dated January 29, 2016; and Payroll Vouchers No. 38633-38680, Direct Deposit Payroll Vouchers No. 6766-6855 and Electronic Federal Tax Payment No. 156 in the amount of \$768,830.65 dated January 29, 2016;
- c. Adopt Resolution No. 04-2016 on first and final reading for the surplus of city property; and
- d. Accept the Chehalis Avenue Main Street to Pacific Avenue Roadway Improvement Project as complete and release retainage bond to Titan Earthwork LLC, after the city clerk ensures all statutory requirements have been met.

The motion was seconded by Councilor Taylor and carried unanimously.

#### 5. Council Reports.

- a. Update From Councilor Harris. Councilor Harris reported he's primarily been working with the Chehalis Parks Committee on the Recreation Park Improvement Project.
- b. Update From Councilor Spahr. Councilor Spahr reported he received an email from a constituent asking about the city's code regarding bees. He stated the code only allows beehives within 300 feet of a habitable building, which technically means you cannot have beehives in the city. Councilor Spahr noted he provided a copy of the email to the administration to look into it to see if there's a good reason to change it.
- c. Update From Councilor Lund. Councilor Lund reported he attended the Parks Committee meeting with Councilors Pope and Harris.
- d. Update From Councilor Ketchum. Councilor Ketchum reported he took part in a homeless project at the fairgrounds, noting it was a sobering and learning experience. He stated it turned out to be a great event, adding they were tremendously positive people.
- e. Update From Mayor Dawes. Mayor Dawes reported he attended the Taste of Lewis County held at the Hotel Washington on January 31. He also attended the Mayors meeting and two ribbon cuttings: one at the Business Showcase held at the Loft; and the other at the Heritage Kung Fu and Tai Chi on Chehalis Avenue.

Mayor Dawes reported he's noticed a number of car prowls in the police reports and an increase in comments about the number of street lights being out. He reported the city is only responsible for the lights on the metal poles and the lights on utility poles are the responsibility of the Lewis County Public Utility District (PUD). Mayor Dawes stated it would be nice if some of the officers could make a list of the lights that are out and get it sent into the PUD, noting it might lessen the number of vehicle prowls.

Public Works Director Rick Sahlin reported the city has a maintenance agreement with the PUD to take care of the lights in the residential areas. He stated rather than have residents call the PUD he would prefer that they be referred to the public works department, that way we have the information and we can will write up a slip and have the PUD get in touch with the person who called it in. Mr. Sahlin noted he spoke with Street Superintendent Don Schmitt about the issue and asked him to follow up on the reports if they're not repaired.

Councilor Lund asked if the city could send a letter to the PUD Commissioners to ask them to look into getting the lights fixed in a timely manner.

Mr. Sahlin reported the problem is we need to know the location of where the lights are, and we can call them in.

6. Council Discussion on Proposed Ordinance No. 952-B - Promoting Economic Development. Mayor Dawes reported the council had expressed support for the proposed ordinance; however, a couple of questions came up in a response the city received from Municipal Research, so no action would be taken on the ordinance at this time.

February 8, 2016

Councilor Taylor felt the city had an amazing opportunity to attract a new business that would generate a large amount of sales tax for the city. He noted there's a timeline involved and hoped they could meet the deadline so they don't miss out on this opportunity. Councilor Taylor indicated the city has done things in the past to help businesses in our community, such as the Façade Program in the downtown area. He suggested they have a special meeting next week for the administration and city attorney to bring back a proposal that is legal and will bring this new business to town.

Councilor Harris reported when he first received word about the pushback from Municipal Research he was immediately angry and flabbergasted at our state's almost punishment, of business and industry. He suggested this might be an opportunity to get the ball rolling to get laws developed that will give incentive to communities to be more forward in getting businesses in their community. Councilor Harris agreed with Councilor Taylor that the city needs to figure out a way to make something work.

City Attorney Hillier reported Washington State is controlled by statutory laws that control sales tax and we have no say regarding the assessment, collection, or distribution. He noted the city cannot defer sales tax to a private business, adding that's considered a gifting of public funds. City Attorney Hillier suggested looking at the Business and Occupation (B&O) tax laws, which allows the city to take B&O tax obligations that would go to the state and redirect them to the community.

City Attorney Hillier reported the council could also pass a resolution stating the city will do everything it can to move legislation forward at the state level to create an opportunity for local sales tax to be sent in different directions for development.

Councilor Taylor stated going to the state and lobbying them to pass something is not the timeframe they're working with.

Councilor Ketchum inquired about the sales tax that the city forgave Chehalis Power when they came to town.

City Attorney Hillier noted the city capped the utility tax that we could charge them, but the city never touched the sales tax because we don't have control over that.

City Manager MacReynold asked City Attorney Hillier if council has the authority to reduce the local portion of sales tax.

City Attorney Hillier stated the city can control what we take, but it has to be evenhanded over the city.

Councilor Taylor inquired about the tax break that Boeing receives.

City Attorney Hillier reported the Legislature approved those tax breaks, which is what the city should be pursuing.

Councilor Taylor asked if they could look at putting something together using our utility tax.

Councilor Pope noted the utilities are enterprise funds.

Councilor Lund agreed that this is a good opportunity and it could potentially draw in even more business. He suggested the administration have something put together next week and schedule the special meeting for Friday, rather than wait until Monday.

City Manager MacReynold reported he understood the council's frustration with the state; however, if the council were to pass the ordinance as written we would be challenged and suggested we not do something that we know is not legal. He stated he would be happy to explore the issue to see what we can come up with in a short period of time. He reported he couldn't help but think there might be something around sales tax and that the council can control the city's portion.

Councilor Spahr noted reducing the sales tax is not going to help the businesses, adding it's just a reduction to the citizenry for purchases made at that time. He also had concerns about the proposed ordinance pertaining to one individual business, noting that could potentially put the city in jeopardy. Councilor Spahr stated he didn't have any ideas on how to do what Councilor Taylor is trying to get done, but wished there was a way we could do it.

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Councilor Spahr reported the awnings that Councilor Taylor referred to earlier were paid for through the Community Development Block Grant (CDBG) fund, which was money paid back to the city that couldn't be used for much of anything else.

Mayor Dawes reported between 2008 and 2009 the city suffered a significant loss of about 25 percent of our sales tax revenue. He suggested if we had to cut that by half it could potentially impact us even more than when we had to lay off employees.

Councilor Ketchum stated the council committed four percent of its sales tax to a dedicated street fund and wondered if they could do something similar with the sales tax to help mitigate and support flooded businesses.

City Manager MacReynold believed they could.

City Attorney Hillier reminded the council that the general fund sales tax that was dedicated to the streets is a public obligation. He stated they can't dedicate funds to private industry to improve their property without it being a gifting of public funds.

Councilor Taylor asked if they could dedicate 50 percent of the sales tax that a business produces and put it into a fund and have it available in the event of a flood.

City Attorney Hillier stated it has to serve a public purpose, such as road repairs or city facility improvements.

Councilor Taylor suggested the money used to rebuild the awnings was not a public purpose.

City Manager MacReynold reported those were grants and loans, adding most of that was repaid and went back into the fund to support the program while it was running.

Mayor Dawes reported the CDBG funding was federal money that the city was successful in getting.

Councilor Ketchum suggested they create a flood mitigation program.

Councilor Harris liked the idea of a flood mitigation program, but thought it should have boundaries and include any business within that boundary. He also agreed with Councilor Spahr that they need to look at the financial impact.

Councilor Ketchum suggested it's currently money that doesn't exist and we would be getting 50 percent of something we never had.

Councilor Taylor reported the idea of attracting certain types of businesses to the community can't be something that's forbidden. He noted there are certain industries that cities and counties love to have because they produce good jobs, large amounts of revenue and sales tax and are low impact on city services.

Heidi Pehl stated maybe there is an avenue in which to create a district that is zoned to promote economic development for the city. She suggested a public facility loan program with low to zero percent loans for businesses impacted by flooding that plan to rebuild and reinvest in the city. Ms. Pehl noted when your business is in that situation there are no loan funds available or operating cash coming in.

City Attorney Hillier reported loans are available for cities to make and suggested if they want to set up a loan system for a public private partnership they can do that. He noted the city would have to have funds available to disburse and be able to wait a period of time to collect it.

Councilor Ketchum asked if they could use sales tax to create a fund to produce a loan.

City Attorney Hillier stated yes.

February 8, 2016

Mayor Dawes suggested if they have businesses that produce a certain amount perhaps there could be a period of time that a portion of that revenue could be used to build the fund up. He stated he didn't know if they would be able to do zero percent loans, but they could make it a very low interest rate.

Councilor Lund made a motion to direct the city manager to work with the appropriate people to prepare a proposal for council to consider and schedule a special meeting for Monday, February 15 for the council to vote on it.

Councilor Harris seconded the motion.

Mayor Dawes noted since Monday is a holiday they'll schedule the meeting for Tuesday, February 16, at 5:00 p.m. adding the meeting will be open to the public.

The motion carried unanimously.

7. Update on SE Prospect Street Slide. Public Works Director Rick Sahlin reported the city received a couple of reports that the slide area on SE Prospect Street seemed to have moved quite a bit in the last 24-48 hours. He noted he was uncomfortable about the way it looked and closed a 100 foot area of the street down to one lane for now. Mr. Sahlin reported he had a contractor look at it on Friday and he also felt it was unstable. He noted any work to repair the slide area would need to be done during the dry season, which will be sometime between late July and September.

Mayor Dawes asked if there was a chance that the slide could go across both lanes.

Mr. Sahlin stated it doesn't look like it. He noted they've been battling this area for over 20 years, off and on, due to the drainage coming down from above that's washing the slope away.

There being no further business to come before the council, the meeting adjourned at 5:50 p.m.

\_\_\_\_\_  
Mayor

Attest:

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

**SUGGESTED MOTION**

I move that the council approve the minutes of the regular city council meeting of February 8, 2016.

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

DATE: February 12, 2016  
TO: The Honorable Mayor and City Council  
FROM: Judy Pectol, Finance Manager  
PREPARED BY: Michelle White, Accounting Tech II  
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following:

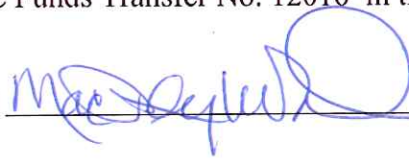
Claim Vouchers No. 114904 through 115044 and Electronic Funds Transfer No. 12016 in the amount of \$199,828.65 dated February 12, 2016 and the transfer of \$105,488.35 from the General Fund, \$46,059.60 from the Wastewater Fund, \$24,892.19 from the Water Fund, \$2,015.32 from the Storm & Surface Water Utility Fund and \$21,373.19 from the Airport Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the February 12, 2016 Claim Vouchers No. 114904 through 115044 and Electronic Funds Transfer No. 12016 in the amount of \$199,828.65.


SUGGESTED MOTION

I move to approve the February 12, 2016 Claim Vouchers No. 114904 through 115044 and Electronic Funds Transfer No. 12016 in the amount of \$199,828.65.

Reviewed by: , City Manager

## CITY OF CHEHALIS

### AGENDA REPORT

DATE: February 9, 2016  
TO: The Honorable Mayor and City Council  
FROM: Merlin G. MacReynold, City Manager   
SUBJECT: Appointment to the Civil Service Commission

#### ISSUE

The city has one vacancy on the Civil Service Commission that needs to be filled.

#### DISCUSSION

The city received an application for Joseph Mano Jr. requesting to be considered for appointment to the Civil Service Commission. Mr. Mano has served on the Centralia Civil Service Commission and the Lewis County Civil Service Commission and would like to volunteer his experience to the city of Chehalis. Attached is Mr. Mano's application for appointment.

The municipal code and state law spell out several requirements for appointees to the civil service commission. One of the requirements in the municipal code is that the city council must confirm the appointment made by the city manager.

#### RECOMMENDATION/COUNCIL ACTION DESIRED

It is requested that the council confirm the City Manager's appointment of Joseph Mano Jr. to a six-year term on the civil service commission, with an expiration date of February 28, 2022.

#### SUGGESTED MOTION

I move that the council confirm the City Manager's appointment of Joseph Mano Jr. to a six-year term on the civil service commission, with an expiration date of February 28, 2022.



**City of Chehalis APPLICATION FOR APPOINTMENT**

Date FEB 1<sup>st</sup>, 2016

(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:

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

Please print

Name JOSEPH M. MANO JR.

Present employer MANO, McKE RRICHER & PAROUTAUD

Employer address P.O. BOX 1123 (20 SW 12<sup>th</sup>) CHEHALIS Phone No. 360 748-6641

Fax No. 360 748-6644 E-mail JOSEPHM@CHEHALISLA.WA.GOV

Home address P.O. BOX 1461 CHEHALIS Home Phone No. \_\_\_\_\_

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

If yes, please explain \_\_\_\_\_


Date available for appointment ANYTIME

Available to attend Evening meetings?  Yes  No Daytime meetings?  Yes  No

Approximately how many hours each month can you devote to city business? WHATEVER IS NECESSARY

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

I HAVE SERVED ON THE CENTRALIA CIVIL SERVICE COMMISSION & THE LEWIS COUNTY CIVIL SERVICE COMMISSION. I WOULD LIKE TO VOLUNTEER MY EXPERIENCE TO CHEHALIS IN THIS POSITION.

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) P.O. BOX 1123, CHEHALIS & E-MAIL

CITY OF CHEHALIS

AGENDA REPORT

DATE: February 15, 2016  
TO: The Honorable Mayor and City Council  
FROM: Rick Sahlin, Public Works Director  
Don Schmitt, Street/Storm Superintendent  
SUBJECT: Consultant agreement for the National Avenue Grind and Overlay Project

ISSUE

Skillings Connolly, Inc. has submitted a proposed Consultant Agreement for engineering design associated with the National Avenue Grind and Overlay Project. The administration is submitting the agreement for council review and consideration.

DISCUSSION

In November 2015, the City received a grant from TIB in the amount of \$442,260 for a grind and overlay of National Avenue from Kresky Avenue to Exhibitor Street. The administration reviewed Statement of Qualifications (SOQs) to provide for engineering design and selected Skillings Connolly, Inc. A consultant agreement has been negotiated up to \$53,231 and is being presented to the council for review and consideration.


Once the design engineering phase has been completed Skillings Connolly, Inc. will submit a supplement to the agreement for construction management and inspection of the project.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the city council authorize the city manager to execute an agreement with Skillings Connolly, Inc. to include civil design for the National Avenue Grind and Overlay Project in an amount up to \$53,231, billed at negotiated hourly rates.

SUGGESTED MOTION

I move that the council authorize the city manager to execute an agreement with Skillings Connolly, Inc. to include civil design for the National Avenue Grind and Overlay Project in an amount up to \$53,231, billed at negotiated hourly rates.

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

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 15184

Firm/Organization Legal Name (do not use dba's): Skillings Connolly, Inc.	
Address 5016 Lacey Blvd. SE, Lacey, WA 98503	Federal Aid Number
UBI Number 600-491-794	Federal TIN or SSN Number 91-1212924
Execution Date	Completion Date December 31, 2016
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title National Avenue TIB Project	
Description of Work The National Avenue TIB Project consists of a two-inch grind and overlay of N. National Avenue between NE Exhibitor Road and NE Kresky Avenue.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$ 53,231.00	

## Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E Sub-consultant Cost Computations
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H Liability Insurance Increase
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Chehalis hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Don Schmitt  
Agency: City of Chehalis  
Address: 2007 NE Kresky Avenue  
City: Chehalis State: WA Zip: 98532  
Email: dschmitt@ci.chehalis.wa.us  
Phone: 360.748.0238  
Facsimile: 360.748.0694

If to CONSULTANT:

Name: Thomas Leyrer, PE  
Agency: Skillings Connolly, Inc.  
Address: PO Box 5080  
City: Lacey State: WA Zip: 98509  
Email: tleyrer@skillings.com  
Phone: 360.491.3399  
Facsimile: 360.491.3857

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.



## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.



## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Don Schmitt  
Agency: City of Chehalis  
Address: 2007 NE Kresky Avenue  
City: Chehalis State: WA Zip: 98532  
Email: dschmitt@ci.chehalis.wa.us  
Phone: 360.748.0238  
Facsimile: 360.748.0694

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

## **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

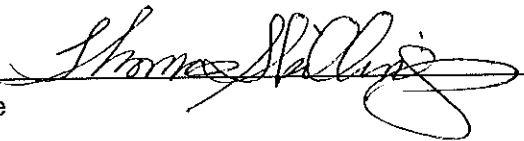
For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature 

February 9, 2016  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*



**Exhibit A**  
**Scope of Work**

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Project No. 15184

## **EXHIBIT A SCOPE OF WORK**

Prepared for:

### **CITY OF CHEHALIS NATIONAL AVENUE TIB ARTERIAL PRESERVATION PROJECT**

February 1, 2016

#### General Description

The City of Chehalis has retained Skillings Connolly, Inc. (Consultant) to provide professional services to assist in the design of the National Avenue TIB Arterial Preservation Project, which will be funded through a grant from the Washington State Transportation Improvement Board (TIB).

The National Avenue TIB Arterial Preservation Project consists of a two inch grind and overlay of both N National Avenue travel lanes between NE Exhibitor Road and NE Kresky Avenue. Pedestrian improvements are not included in this project.

#### Assumptions

- The City will provide the Consultant a copy of the TIB grant agreement including any conditions or agreements between funding agency and the City
- Geotechnical investigations are not included in this Scope of Work
- Hydrologic site analysis, modeling, and evaluation are not included in this Scope of Work
- Drainage improvements are not included in this Scope of Work
- The entire project area is within right-of-way
- Right-of-way research is not required
- A detour plan is not included in this Scope of Work
- ADA improvements are not included in this Scope of Work
- Public involvement/public outreach is not included in this Scope of Work
- The City will submit all permit applications to the regulatory authorities

#### Scope of Work

The following tasks are anticipated as part of the Consultant's work for the project.

##### **Assumptions:**

- The City will provide available National Avenue as-built drawings
- The City will provide existing roadway right of way plans
- The City will provide the "Boiler Plate" contract information for the bid documents
- The City will advertise the project
- The Consultant will provide bid support up to and including bid opening
- All civil design drawings will be prepared in AutoCAD Civil3D 2015 software
- Environmental permits are not required for this project
- The proposed project will not utilize federal funding and will not require completion of a Section 105 Cultural Historical Evaluation; therefore, the project will require evaluation under Executive Order 05-05; Consultant will fill out EZ-1 Form
- Consultant will prepare construction contract documents using WSDOT Standard Specifications

- Construction Contract Administration is not included in this scope of work and will be negotiated as a supplement to this agreement

<b>Task 100</b>	<b>Project Management</b>
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**Assumptions:**

- Project is scheduled for construction in summer of 2016 and therefore bid documents must be ready for advertisement in June of 2016
- The anticipated design duration will be 12 weeks

**Task Descriptions:**

1. Prepare a Project Management Plan
2. Prepare a schedule with updates
3. Provide monthly invoices and earned value reports
4. Provide project update reports and memoranda
5. QA/QC
6. Design staff meetings
7. Meetings with City

**Deliverables:**

- Project Management Plan
- Project update reports and memoranda
- Schedule with updates
- Monthly invoices and earned value reports

<b>Task 200</b>	<b>Preliminary Design (30% Plans)</b>
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**Assumptions:**

- A design report will not be required

**Task Description:**

1. Call for locates; paint locate limits onsite
2. Topographic survey
3. Prepare basemap
4. Coordinate with affected utility companies
5. Review existing documents provided by others (e.g. as-builts)
6. Prepare 30% Paving Plans & Details
7. Prepare 30% Dig-Out Details
8. Prepare 30% Striping Plan
9. Identify utility casings to be adjusted
10. Prepare Quantities Notebook
11. Prepare 30% Engineers Estimate
12. Fill out EZ-1 Form
13. Update Design Notebook
14. Submit 30% Plans and respond to City's questions

**Deliverables:**

- 30% Plans & Details
- 30% Engineer's estimate of probable cost to construct
- EZ-1 Form
- Exhibits for permit submittals

<b>Task 300</b>	<b>90% Design</b>
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**Task Description:**

1. Prepare 90% Paving Plans & Details
2. Prepare 90% Dig-Out Details
3. Prepare 90% Striping Plan
4. Prepare 90% Work Zone Traffic Control Plan
5. Prepare 90% Specifications / Special Provisions
6. Constructability Review
7. Update Quantities Notebook
8. Prepare 90% Engineers Estimate
9. Update Design Notebook
10. Submit 90% Plans and respond to City's questions

**Deliverables:**

- 90% Plans, Specifications, and Estimate (PS&E)

<b>Task 400</b>	<b>Construction Documents</b>
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**Task Description:**

1. Prepare 100% Plan Sheets
2. Prepare 100% Details
3. Prepare 100% Striping Plan
4. Prepare 100% Work Zone Traffic Control Plan
5. Prepare 100% Specifications / Special Provisions
6. Finalize Quantities Notebook
7. Prepare 100% Engineers Estimate
8. Finalize Design Notebook
9. Submit 100% Plans and respond to City's questions
10. Bid support, attend bid opening, review bids, prepare a bid abstract, and make recommendations for award

**Deliverables:**

- Bid Documents (100% Plans, Specifications, and Estimate)

**END SCOPE OF WORK**

**Task 600 Construction Contract Administration, Record Drawings (not currently in Scope of Work)**

Construction contract administration and observation services Scope of Work will be negotiated as a supplement to this Scope of Work.

Prepared by: Thomas Leyrer, PE 02/01/2016

Reviewed by: Thomas E. Skillings, PE 02/01/2016

**Exhibit B**  
**DBE Participation**

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N/A

**Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

- Civil 3D v. 2015

B. Roadway Design Files

- Civil 3D v. 2015

C. Computer Aided Drafting Files

- Civil 3D v. 2015

D. Specify the Agency's Right to Review Product with the Consultant

The City reserves the Right to Review all Products with the Consultant.

E. Specify the Electronic Deliverables to Be Provided to the Agency

- |                           |                        |
|---------------------------|------------------------|
| 1. Plan sets:             | DWG, PDF, and PRINT.   |
| 2. Specifications:        | WORD, PDF, and Print.  |
| 3. Estimates:             | EXCEL, PDF, and PRINT. |
| 4. Monthly/Weekly Report: | EMAIL OR WORD OR PDF.  |

F. Specify What Agency Furnished Services and Information Is to Be Provided

- Copy of the TIB grant agreement including any conditions or agreements between funding agency and the City.
- Available National Avenue as-built drawings.
- Existing roadway right of way plans.
- "Boiler"Plate" contract information for the bid documents.



## II. Any Other Electronic Files to Be Provided

## III. Methods to Electronically Exchange Data

- Company FTP site set-up for the City of Chehalis - National Avenue TIB Project
- E-mail.
- CDs

A. Agency Software Suite

- MS Office v. 2010
- MS Project v. 2013
- AutoCAD v. 2015
- Civil 3D v. 2015

B. Electronic Messaging System

- Email

C. File Transfers Format

- Civil 3D v. 2015
- Company FTP site set-up for the City of Chehalis National Avenue TIB Project
- E-mail.
- CDs

**Exhibit D**  
**Prime Consultant Cost Computations**

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**EXHIBIT D-1  
PRIME CONSULTANT COST COMPUTATIONS – MAN-HOURS**

PROJECT NAME: 15184 CITY OF CHEHALIS N NATIONAL AVENUE TIB ARTERIAL PRESERVATION PROJECT		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	STAFF SCIENTIST	ENGINEER	SURVEY MANAGER	2 MAN SURVEY CREW	TECHNICIAN	INSPECTOR	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION										
<b>100</b>	<b>PROJECT MANAGEMENT</b>										
1	Prepare a Project Management Plan	1		6							
2	Prepare a schedule with updates	1		4							
3	Provide monthly invoices and earned value reports	2		2							4
4	Provide project update reports and memoranda	1		4							
5	QA/QC	4	2								
6	Design staff meetings			4		4			4		
7	Meetings with City	6		6							
<b>200</b>	<b>30% DESIGN</b>										
1	Call for locates; paint locate limits onsite								3		
2	Topographic survey	1					6	16			3
3	Prepare basemap			1		4	2		12		
4	Coordinate with affected utility companies					2					
5	Review existing documents provided by others (e.g. as-builts)			2							
6	Prepare 30% Paving Plans & Details			6		8			16		
7	Prepare 30% Dig-Out Details			6		4			8	8	
8	Prepare 30% Striping Plan			1		2			8		
9	Identify utility casings to be adjusted					2					
10	Prepare Quantities Notebook					8					
11	Prepare 30% Engineers Estimate			2		4					
12	Fill out EZ-1 Form				4						
13	Update Design Notebook					2					
14	Submit 30% Plans and respond to City's questions			2							
<b>300</b>	<b>90% DESIGN</b>										
1	Prepare 90% Paving Plans & Details		2	4		16			40		
2	Prepare 90% Dig-Out Details			1		4			2		

PROJECT NAME: 15184 CITY OF CHEHALIS N NATIONAL AVENUE TIB ARTERIAL PRESERVATION PROJECT		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	STAFF SCIENTIST	ENGINEER	SURVEY MANAGER	2 MAN SURVEY CREW	TECHNICIAN	INSPECTOR	PROJECT ADMINISTRATOR
3	Prepare 90% Striping Plan		2	1		4			8		
4	Prepare 90% Work Zone Traffic Control Plan			4					8		
5	Prepare 90% Specifications / Special Provisions		2	12		24					
6	Constructability Review	2								16	
7	Update Quantities Notebook					8					
8	Prepare 90% Engineers Estimate	1		2		8					
9	Update Design Notebook					2					
10	Submit 90% Plans and respond to City's questions			2							
<b>400</b>	<b>CONSTRUCTION DOCUMENTS</b>										
1	Prepare 100% Plan Sheets		2	2		8			8		
2	Prepare 100% Details			2		4			8		
3	Prepare 100% Striping Plan			1		2					
4	Prepare 100% Work Zone Traffic Control Plan			1					8		
5	Prepare 100% Specifications / Special Provisions		2	8							
6	Finalize Quantities Notebook					2					
7	Prepare 100% Engineers Estimate			2		4					
8	Finalize Design Notebook					2					
9	Submit 100% Plans and respond to City's questions			2							
10	Bid support, attend bid opening, review bids, prepare a bid abstract, and make recommendations for award	2		8							
	<b>HOURS PER DISCIPLINE</b>	21	12	98	4	128	8	16	133	24	7

**EXHIBIT D-2  
PRIME CONSULTANT COST COMPUTATIONS -- SUMMARY**

<b>NEGOTIATED HOURLY RATE (NHR):</b>						
<b>Classification</b>	<b>Man Hours</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>	
PRINCIPAL-IN-CHARGE	21	X	\$158.00	=	\$3,318.00	
PROJECT MANAGER	12	X	\$142.00	=	\$1,704.00	
SENIOR PROJECT ENGINEER	98	X	\$144.00	=	\$14,112.00	
STAFF SCIENTIST	4	X	\$82.00	=	\$328.00	
ENGINEER	128	X	\$114.00	=	\$14,592.00	
SURVEY MANAGER	8	X	\$158.00	=	\$1,264.00	
2 MAN SURVEY CREW	16	X	\$192.00	=	\$3,072.00	
TECHNICIAN	133	X	\$82.00	=	\$10,906.00	
INSPECTOR	24	X	\$100.00	=	\$2,400.00	
PROJECT ADMINISTRATOR	7	X	\$90.00	=	\$630.00	
<b>Total Hours =</b>	<b>451</b>				<b>Total NHR =</b>	<b>\$52,326.00</b>
<b>REIMBURSABLES:</b>						
Mileage	750	X	\$0.540	=	\$405.00	
Miscellaneous Expenses	\$500.00	X	0%	=	\$500.00	
					<b>Total Expenses =</b>	<b>\$905.00</b>
<b>SUBCONSULTANT COST (See Exhibit G):</b>						
Geotechnical Eng.	\$0.00	X	10%	=	\$0.00	
Subconsultant 1	\$0.00	X	10%	=	\$0.00	
					<b>Total Subconsultants =</b>	<b>\$0.00</b>
<b>SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):</b>						
					<b>Sub Total =</b>	<b>\$53,231.00</b>
<b>MANAGEMENT RESERVE FUND:</b>						
	<b>SUB TOTAL =</b>	<b>\$53,231.00</b>	<b>X</b>	<b>0%</b>	<b>=</b>	<b>MRF = \$0.00</b>
<b>GRAND TOTAL</b>						
					<b>GRAND TOTAL =</b>	<b>\$53,231</b>
<b>PREPARED BY: Thomas Leyrer, PE</b>						
<b>DATE: February 1, 2016</b>						
<b>REVIEWED BY: Thomas E. Skillings, PE</b>						
<b>DATE: February 1, 2016</b>						

**EXHIBIT D-3  
PRIME CONSULTANT COST COMPUTATIONS – EXPENSES**

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photo Copies - Blk & White	Each		\$0.10	\$0.00
6	Photo Copies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$0.50	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month	2	\$250.00	\$500.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	Traffic Control	Estimated			\$0.00
<b>Total Miscellaneous Expenses</b>					<b>\$500.00</b>
	Mileage	Per Mile	750	0.540	\$405.00
<b>Total Expenses</b>					<b>\$905.00</b>
<b>Assumptions</b>					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photo Copies - Blk & White	Estimated			
7	Photo Copies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Thomas Leyrer, PE		February 1, 2016			

# **Exhibit E**

## **Sub-consultant Cost Computations**

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.



# **Exhibit F**

## **Title VI Assurances**

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During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: 15184

# **Exhibit G**

## **Certification Documents**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Chehalis
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: 15184

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Skillings Connolly, Inc.

whose address is 5016 Lacey Blvd. SE, Lacey, WA 98503

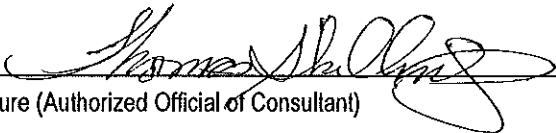
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Chehalis and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Skillings Connolly, Inc.

\_\_\_\_\_  
Consultant (Firm Name)

  
\_\_\_\_\_  
Signature (Authorized Official of Consultant)

February 9, 2016

\_\_\_\_\_  
Date

Agreement Number: 15184

**Exhibit G-1(b) Certification of** City of Chehalis

I hereby certify that I am the:

City Manager

Other

of the City of Chehalis, and Skillings Connolly, Inc.  
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Skillings Connolly, Inc. and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreement Number: 15184

**Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Skillings Connolly, Inc.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)



February 9, 2016

\_\_\_\_\_  
Date

Agreement Number: 15184

### Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Skillings Connolly, Inc.

\_\_\_\_\_  
Consultant (Firm Name)

  
\_\_\_\_\_  
Signature (Authorized Official of Consultant)

February 9, 2016

\_\_\_\_\_  
Date

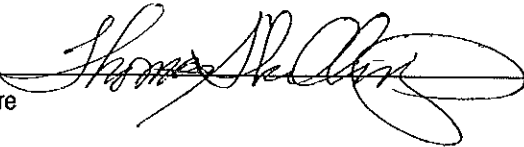
Agreement Number: 15184

**Exhibit G-4 Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_ \* are accurate, complete, and current as of February 9, 2016 \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Skillings Connolly, Inc.

Signature 

President  
Title \_\_\_\_\_

Date of Execution\*\*\*: February 9, 2016

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)  
\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.  
\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: 15184

# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: 15184



# Exhibit I

## Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: 15184

### **Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number: 15184

# *Exhibit J*

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: 15184

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number: 15184

## **Notice of Public Hearing**

NOTICE IS HEREBY GIVEN that the Chehalis City Council will meet at the Chehalis City Hall, Council Chambers (North Entrance), 350 N. Market Blvd., Chehalis, WA, on MONDAY, March 14, 2016, at the hour of 5:05 PM to conduct a public hearing regarding Marijuana Processing & Production Facilities along with Retail Facilities.

Anyone wishing to comment on this hearing may do so in writing to the Chehalis Community Development Office, 1321 S Market Blvd., Chehalis, WA 98532, at least one day prior to the above date, or submit written or oral statements at the hearing. Copies of any related documents may be reviewed during regular business hours at the Chehalis Community Development Office, 1321 S. Market Blvd., Chehalis WA.

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To: The Honorable Mayor and Council  
 Via: Merlin MacReynold, City Manager  
 From: Judy Pectol, Finance Manager  
 Prepared by: Betty Brooks, Payroll Accountant  
 Date: February 19, 2016  
 Subject: Monthly Financial Reports for January

City of Chehalis  
 Comparative Financial Reports  
 January 2015 and 2016

GENERAL FUND (#001) REVENUES	A January 2015		B		C=B/A		D		E		F=E/D		G		H^		I=F-G	
	Budget	Actual	% Rec'd	Budget	Actual	% Rec'd	Budget	Actual	% Rec'd	Actual	% Rec'd	Actual	% Rec'd	Expected	% Rec'd*	Var'nc from Expected	% Variance	
General Property Taxes	\$1,268,579	\$11,050	0.9%	\$1,276,948	\$3,763	0.3%	\$1,276,948	\$3,763	0.3%	\$3,763	0.3%	\$3,763	8.3%	(\$102,224)	8.3%	-8.0%		
EMS Property Taxes	238,157	2,092	0.9%	304,886	710	0.2%	304,886	710	0.2%	710	0.2%	710	8.3%	(24,596)	8.3%	-8.1%		
Sales & Use Tax	3,762,844	274,670	7.3%	3,772,472	301,243	8.0%	3,772,472	301,243	8.0%	301,243	8.0%	301,243	8.3%	(11,872)	8.3%	-0.3%		
Electricity Tax	440,000	69,424	15.8%	495,100	71,784	14.5%	495,100	71,784	14.5%	71,784	14.5%	71,784	8.3%	30,691	8.3%	6.2%		
Gas/Natural Gas Tax	221,000	29,930	13.5%	217,725	30,674	14.1%	217,725	30,674	14.1%	30,674	14.1%	30,674	8.3%	12,603	8.3%	5.8%		
Criminal Justice Tax	110,000	7,763	7.1%	105,050	8,283	7.9%	105,050	8,283	7.9%	8,283	7.9%	8,283	8.3%	(436)	8.3%	-0.4%		
Water/Sewer Tax	445,000	35,671	8.0%	452,900	37,696	8.3%	452,900	37,696	8.3%	37,696	8.3%	37,696	8.3%	105	8.3%	0.0%		
Garbage Tax	61,000	0	0.0%	81,900	0	0.0%	81,900	0	0.0%	0	0.0%	0	8.3%	(6,796)	8.3%	-8.3%		
Cable Tax	104,000	25,694	24.7%	133,485	26,893	20.1%	133,485	26,893	20.1%	26,893	20.1%	26,893	8.3%	15,814	8.3%	11.8%		
Telephone Tax	270,500	18,798	6.9%	275,000	19,108	6.9%	275,000	19,108	6.9%	19,108	6.9%	19,108	8.3%	(3,717)	8.3%	-1.4%		
Leasehold Excise Tax	39,500	0	0.0%	41,000	0	0.0%	41,000	0	0.0%	0	0.0%	0	8.3%	(3,403)	8.3%	-8.3%		
Timber Excise Tax	40	0	0.0%	45	0	0.0%	45	0	0.0%	0	0.0%	0	8.3%	(4)	8.3%	-8.3%		
<b>Total Tax Revenues</b>	<b>6,960,620</b>	<b>475,092</b>	<b>6.8%</b>	<b>7,156,511</b>	<b>500,154</b>	<b>7.0%</b>	<b>7,156,511</b>	<b>500,154</b>	<b>7.0%</b>	<b>500,154</b>	<b>7.0%</b>	<b>500,154</b>	<b>8.3%</b>	<b>(93,836)</b>	<b>8.3%</b>	<b>-1.3%</b>		
Licenses & Permits	168,116	5,722	3.4%	157,050	13,014	8.3%	157,050	13,014	8.3%	13,014	8.3%	13,014	8.3%	(21)	8.3%	0.0%		
Intergov't. Grants/Entitlements	421,400	105,872	25.1%	445,620	10,401	2.3%	445,620	10,401	2.3%	10,401	2.3%	10,401	8.3%	(26,585)	8.3%	-6.0%		
Charges for Goods and Svcs.	408,295	26,522	6.5%	371,196	23,273	6.3%	371,196	23,273	6.3%	23,273	6.3%	23,273	8.3%	(7,536)	8.3%	-2.0%		
Fines and Forfeitures	163,739	10,241	6.3%	147,420	14,143	9.6%	147,420	14,143	9.6%	14,143	9.6%	14,143	8.3%	1,907	8.3%	1.3%		
Interest Earnings	9,990	1,551	15.5%	11,890	1,292	10.9%	11,890	1,292	10.9%	1,292	10.9%	1,292	8.3%	305	8.3%	2.6%		
Rents & Royalties	88,472	6,818	7.7%	71,280	10,560	14.8%	71,280	10,560	14.8%	10,560	14.8%	10,560	8.3%	4,644	8.3%	6.5%		
Misc. Revenue/Insurance	11,850	36,071	304.4%	29,385	120	0.4%	29,385	120	0.4%	120	0.4%	120	8.3%	(2,319)	8.3%	-7.9%		
Non-Revenues	4,225	237	5.6%	124,435	10,740	8.6%	124,435	10,740	8.6%	10,740	8.6%	10,740	8.3%	412	8.3%	0.3%		
<b>Total Non-Tax Revenues</b>	<b>1,276,087</b>	<b>193,034</b>	<b>15.1%</b>	<b>1,358,276</b>	<b>83,543</b>	<b>6.2%</b>	<b>1,358,276</b>	<b>83,543</b>	<b>6.2%</b>	<b>83,543</b>	<b>6.2%</b>	<b>83,543</b>	<b>8.3%</b>	<b>(29,194)</b>	<b>8.3%</b>	<b>-2.1%</b>		
<b>TOTALS</b>	<b>\$8,236,707</b>	<b>\$668,126</b>	<b>8.1%</b>	<b>\$8,514,787</b>	<b>\$583,697</b>	<b>6.9%</b>	<b>\$8,514,787</b>	<b>\$583,697</b>	<b>6.9%</b>	<b>\$583,697</b>	<b>6.9%</b>	<b>\$583,697</b>	<b>8.3%</b>	<b>(\$123,030)</b>	<b>8.3%</b>	<b>-1.4%</b>		

Key:

\* The expected percentage is calculated as follows: since the report is for the 1st month of the year, 1 is divided by 12-the number of months in the year.

^To calculate the dollar variance between expected and actual expenditures, the following formula is used:

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

City of Chehalis  
Comparative Financial Reports  
January 2015 and 2016

GENERAL FUND (#001) EXPENDITURES	A		B		C=B/A		D		E		F=E/D		G		H^		I=G-F	
	Budget	Actual	January 2015 Actual	January 2016 Actual	% Exp'd	Budget	January 2016 Actual	% Exp'd	Expected % Exp*	Expected % Exp*	Expected % Exp*	Variance Expected	Variance Expected	%				
City Council	\$111,811	\$8,265		\$95,657	7.4%	\$95,657	\$8,614	9.0%	8.3%	8.3%	(\$674)	-0.7%						
Municipal Court	380,000	21,689		522,105	5.7%	522,105	57,036	10.9%	8.3%	8.3%	(13,701)	-2.6%						
City Manager	266,410	28,384		305,708	10.6%	305,708	29,569	9.7%	8.3%	8.3%	(4,195)	-1.4%						
Finance	203,500	56,985		228,295	28.0%	228,295	48,496	21.2%	8.3%	8.3%	(29,548)	-12.9%						
City Clerk	78,816	7,742		78,878	9.8%	78,878	7,734	9.8%	8.3%	8.3%	(1,187)	-1.5%						
Non-Departmental	461,773	15,129		463,976	3.3%	463,976	28,249	6.1%	8.3%	8.3%	10,261	2.2%						
Human Resources	85,969	9,960		85,553	11.6%	85,553	11,279	13.2%	8.3%	8.3%	(4,178)	-4.9%						
Police	2,717,426	191,029		2,737,263	7.0%	2,737,263	234,577	8.6%	8.3%	8.3%	(7,384)	-0.3%						
Fire	1,902,335	112,375		2,017,257	5.9%	2,017,257	161,996	8.0%	8.3%	8.3%	5,436	0.3%						
Public Works - Streets	731,360	41,327		835,724	5.7%	835,724	26,558	3.2%	8.3%	8.3%	42,807	5.1%						
Community Development	1,396,330	99,088		1,414,294	7.1%	1,414,294	121,128	8.6%	8.3%	8.3%	(3,742)	-0.3%						
<b>TOTALS</b>	<b>\$8,335,730</b>	<b>\$591,953</b>		<b>\$8,784,710</b>	<b>7.1%</b>	<b>\$8,784,710</b>	<b>\$735,236</b>	<b>8.4%</b>	<b>8.3%</b>	<b>8.3%</b>	<b>(\$6,105)</b>	<b>-0.1%</b>						

Net Budget/Income/Variance: (\$99,023)      \$76,173

(\$269,923)      (\$151,539)

Key:  
\* The expected percentage is calculated as follows: since the report is for the 1st month of the year, 1 is divided by 12-the number of months in the year.  
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H=(D\*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

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WASTEWATER FUND (#404) REVENUES	A January 2015		B		C=B/A		D		E		F=E/D		G		H^A		I=F-G	
	Budget	Actual	Budget	Actual	% Rec'd	% Rec'd	Budget	Actual	January 2016 Budget	January 2016 Actual	% Rec'd	% Rec'd	Expected % Rec'd*	Expected % Rec'd	Var'nc from Expected	Var'nc from Expected	% Variance	% Variance
Intergovernmental Revenues	\$0	\$0	\$1,400,000	\$0	0.0%	0.0%	\$1,400,000	\$0	\$1,400,000	\$0	0.0%	0.0%	8.3%	8.3%	-\$116,200	0.0%	0.0%	0.0%
Wastewater Fees	4,968,202	391,748	4,868,053	440,369	7.9%	0.0%	4,868,053	440,369	4,868,053	440,369	9.0%	0.0%	8.3%	8.3%	36,321	0.7%	0.7%	0.7%
Sewer Connection/Misc. Fees	10,000	0	30,000	0	0.0%	0.0%	30,000	0	30,000	0	0.0%	0.0%	8.3%	8.3%	(2,490)	-8.3%	-8.3%	-8.3%
Rentals	3,545	0	3,545	0	0.0%	0.0%	3,545	0	3,545	0	0.0%	0.0%	8.3%	8.3%	(294)	-8.3%	-8.3%	-8.3%
Misc. Revenues/Insurance	4,000	344	3,000	230	8.6%	7.7%	3,000	230	3,000	230	7.7%	7.7%	8.3%	8.3%	(19)	-0.6%	-0.6%	-0.6%
Non-Revenue Tax Receipts	0	0	555	18	0.0%	3.2%	555	18	555	18	3.2%	3.2%	8.3%	8.3%	(28)	-5.1%	-5.1%	-5.1%
Interest Earnings	985	0	2,459	0	0.0%	0.0%	2,459	0	2,459	0	0.0%	0.0%	8.3%	8.3%	(204)	-8.3%	-8.3%	-8.3%
Totals:	\$4,986,732	\$392,092	\$6,307,612	\$440,617	7.9%	7.0%	\$6,307,612	\$440,617	\$6,307,612	\$440,617	7.0%	7.0%	8.3%	8.3%	(\$82,915)	-1.3%	-1.3%	-1.3%

WASTEWATER FUND (#404) EXPENSES	A January 2015		B		C=B/A		D		E		F=E/D		G		H^A		I=G-F	
	Budget	Actual	Budget	Actual	% Exp'd	% Exp'd	Budget	Actual	January 2016 Budget	January 2016 Actual	% Exp'd	% Exp'd	Expected % Exp'd*	Expected % Exp'd	Var'nc from Expected	Var'nc from Expected	% Variance	% Variance
Operating Expenses	\$2,666,292	\$154,451	\$2,723,260	\$160,296	5.8%	5.9%	\$2,723,260	\$160,296	\$2,723,260	\$160,296	5.9%	5.9%	8.3%	8.3%	\$65,735	2.4%	2.4%	2.4%
Capital Outlay	253,000	0	1,467,900	10,800	0.0%	0.7%	1,467,900	10,800	1,467,900	10,800	0.7%	0.7%	8.3%	8.3%	111,036	7.6%	7.6%	7.6%
Debt Principal	1,832,390	0	1,834,840	0	0.0%	0.0%	1,834,840	0	1,834,840	0	0.0%	0.0%	8.3%	8.3%	152,292	8.3%	8.3%	8.3%
Interest Expense	24,524	0	34,733	0	0.0%	0.0%	34,733	0	34,733	0	0.0%	0.0%	8.3%	8.3%	2,883	8.3%	8.3%	8.3%
Interfund Loan Repayment	83,784	0	83,784	0	0.0%	0.0%	83,784	0	83,784	0	0.0%	0.0%	8.3%	8.3%	6,954	8.3%	8.3%	8.3%
Totals:	\$4,859,990	\$154,451	\$6,144,517	\$171,096	3.2%	2.8%	\$6,144,517	\$171,096	\$6,144,517	\$171,096	2.8%	2.8%	8.3%	8.3%	\$338,899	5.5%	5.5%	5.5%

Net Budget/Income/Variance: \$126,742 \$237,641 \$163,095 \$269,521 \$255,984

Key:

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^A To calculate the dollar variance between expected and actual expenditures, the following formula is used:

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



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WATER FUND (#405) REVENUES	A January 2015		B Actual	C=B/A		D January 2016		E Actual	F=E/D		G Expected % Rec'd*	H^ Variance from Expected		I=F-G % Variance
	Budget	% Rec'd		Budget	% Rec'd	Exp'd	% Exp'd		Exp'd	% Exp'd				
Water Sales	\$2,566,160	7.4%	\$190,681	7.4%	\$2,376,387	8.0%	\$191,081	8.3%	8.0%	8.3%	(6,159)	-0.3%		
Water Connection/Misc. Fees	10,000	0.0%	0	0.0%	10,000	35.4%	3,535	8.3%	0.0%	8.3%	2,705	27.1%		
Interfund Principal Repayment	83,332	0.0%	0	0.0%	0	0.0%	0	8.3%	0.0%	8.3%	0	0.0%		
Misc. Revenues/Insurance	1,000	489.6%	4,896	489.6%	2,121	5.2%	111	8.3%	0.0%	8.3%	(65)	-3.1%		
Non-Revenue Tax Receipts	0	0.0%	0	0.0%	100	0.0%	0	8.3%	0.0%	8.3%	(8)	-8.3%		
Proceeds of Long-Term Debt	0	0.0%	0	0.0%	555,500	100.0%	0	8.3%	100.0%	8.3%	(46,107)	100.0%		
Interest Earnings	11,073	0.1%	15	0.1%	6,275	0.0%	0	8.3%	0.0%	8.3%	(521)	-8.3%		
<b>Totals:</b>	<b>\$2,671,565</b>	<b>7.3%</b>	<b>\$195,592</b>	<b>7.3%</b>	<b>\$2,950,383</b>	<b>6.6%</b>	<b>\$194,727</b>	<b>8.3%</b>	<b>6.6%</b>	<b>8.3%</b>	<b>(\$50,155)</b>	<b>-1.7%</b>		

WATER FUND (#405) EXPENSES	A January 2015		B Actual	C=B/A		D January 2016		E Actual	F=E/D		G Expected % Exp*	H^ Variance from Expected		I=G-F % Variance
	Budget	% Exp'd		Budget	% Exp'd	Exp'd	% Exp'd		Exp'd	% Exp'd				
Operating Expenses	\$1,819,713	6.2%	\$111,947	6.2%	\$1,888,309	6.3%	\$118,666	8.3%	6.3%	8.3%	\$38,064	2.0%		
Capital Outlay	979,400	2.1%	20,997	2.1%	1,847,000	0.0%	587	8.3%	0.0%	8.3%	152,714	8.3%		
Debt Principal	133,077	7.5%	10,000	7.5%	134,077	7.5%	10,000	8.3%	7.5%	8.3%	1,128	0.8%		
Interest Expense	26,185	10.8%	2,825	10.8%	14,435	16.1%	2,325	8.3%	16.1%	8.3%	(1,127)	-7.8%		
Transfers Out	420,000	0.0%	0	0.0%	\$3,883,821	0.0%	0	8.3%	0.0%	8.3%	0	0.0%		
<b>Totals:</b>	<b>\$3,378,375</b>	<b>4.3%</b>	<b>\$145,769</b>	<b>4.3%</b>	<b>\$3,883,821</b>	<b>3.4%</b>	<b>\$131,578</b>	<b>8.3%</b>	<b>3.4%</b>	<b>8.3%</b>	<b>\$190,779</b>	<b>4.9%</b>		

Net Budget/Income/Variance: -\$706,810      \$49,823  
(\$933,438)      \$63,149  
\$140,624

Key:

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

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STORM FUND (#406) REVENUES	A January 2015		B Actual	C=B/A		D January 2016		E Actual	F=E/D		G Expected % Rec'd*	H^ Var'nc from Expected		I=F-G %
	Budget	Actual		% Rec'd	Budget	Actual	% Rec'd		Var'nc from Expected					
Storm & Surface Water Fees	\$506,772	\$43,785	0	\$505,500	\$47,126	8.6%	4,000	0	9.3%	8.3%	\$5,170	1.0%		
Storm Connection/Misc. Fees	1,000	0	100.0%	4,000	0	100.0%	2,000	0	0.0%	8.3%	(332)	-8.3%		
Misc. Revenues/Insurance	825	1,341	100.0%	2,000	0	100.0%	275	0	0.0%	8.3%	(166)	-8.3%		
Non-Revenue Tax Receipts	0	0	0.0%	580	0	0.0%	580	0	0.0%	8.3%	(23)	-8.3%		
Interest Earnings	1,300	0	0.0%	\$512,355	\$47,126	8.9%			9.2%	8.3%	\$4,601	0.9%		
Totals:	\$509,897	\$45,126												

STORM FUND (#406) EXPENSES	A January 2015		B Actual	C=B/A		D January 2016		E Actual	F=E/D		G Expected % Exp*	H^ Var'nc from Expected		I=G-F %
	Budget	Actual		% Exp'd	Budget	Actual	% Exp'd		Var'nc from Expected					
Operating Expenses	\$442,590	\$24,864	5.6%	\$469,176	\$21,265	4.5%	0	0	4.5%	8.3%	\$17,677	3.8%		
Capital Outlay	18,000	0	0.0%	0	0	0.0%	0	0	0.0%	8.3%	0	0.0%		
Totals:	\$460,590	\$24,864	5.4%	\$469,176	\$21,265	4.5%			4.5%	8.3%	\$17,677	3.8%		

Net Budget/Income/Variance: \$49,307 \$20,262 \$43,179 \$25,861 \$22,277

Key:

- \* The expected percentage is calculated as follows: since the report is for the 1st month of the year, 1 is divided by 12-the number of months in the year.
- ^To calculate the dollar variance between expected and actual expenditures, the following formula is used: H=(D\*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

City of Chehalis  
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AIRPORT FUND (#407) REVENUES	A January 2015		B		C=B/A		D		E January 2016		F=E/D		G		H <sup>^</sup>		I=F-G	
	Budget	Actual	Budget	Actual	% Rec'd	% Exp'd	Budget	Actual	% Rec'd	% Exp'd	Expected % Rec'd*	% Rec'd	Var'nc from Expected	% Variance	Expected % Rec'd*	% Rec'd	Var'nc from Expected	% Variance
Intergovernmental Revenues	\$800,000	\$0	\$0	\$0	0.0%	0.0%	\$916,600	\$19,869	2.2%	8.3%	8.3%	2.2%	(56,209)	-6.1%	8.3%	8.3%	(56,209)	-6.1%
Charges for Goods and Svcs.	520,000	45,298	45,298	45,298	8.7%	8.7%	533,622	36,054	6.8%	8.3%	8.3%	6.8%	(8,237)	-1.5%	8.3%	8.3%	(8,237)	-1.5%
Interest Earnings	15,085	0	0	0	0.0%	0.0%	14,000	0	0.0%	8.3%	8.3%	0.0%	(1,162)	-8.3%	8.3%	8.3%	(1,162)	-8.3%
Licenses & Permits	0	0	0	0	100.0%	100.0%	0	0	100.0%	8.3%	8.3%	100.0%	0	100.0%	8.3%	8.3%	0	100.0%
Rents & Royalties	96,000	6,443	6,443	6,443	6.7%	6.7%	80,001	6,701	8.4%	8.3%	8.3%	8.4%	61	0.1%	8.3%	8.3%	61	0.1%
Capital Lease Receipts	879,651	67,101	67,101	67,101	7.6%	7.6%	816,422	67,110	8.2%	8.3%	8.3%	8.2%	(653)	0.0%	8.3%	8.3%	(653)	0.0%
Misc. Revenues/Insurance	2,000	64	64	64	3.2%	3.2%	600	39	6.5%	8.3%	8.3%	6.5%	(11)	-1.8%	8.3%	8.3%	(11)	-1.8%
Non-Revenue Tax Receipts	0	0	0	0	0.0%	0.0%	157,373	12,355	7.9%	8.3%	8.3%	7.9%	76	-0.4%	8.3%	8.3%	76	-0.4%
Operating Transfers In	420,000	0	0	0	0.0%	0.0%	0	0	0.0%	8.3%	8.3%	0.0%	0	0.0%	8.3%	8.3%	0	0.0%
Totals:	\$2,732,736	\$118,906	\$118,906	\$118,906	4.4%	4.4%	\$2,518,618	\$142,128	5.6%	8.3%	8.3%	5.6%	(\$66,210)	-2.7%	8.3%	8.3%	(\$66,210)	-2.7%

AIRPORT FUND (#407) EXPENSES	A January 2015		B		C=B/A		D		E January 2016		F=E/D		G		H <sup>^</sup>		I=G-F	
	Budget	Actual	Budget	Actual	% Exp'd	% Exp'd	Budget	Actual	% Exp'd	% Exp'd	Expected % Exp*	% Exp'd	Var'nc from Expected	% Variance	Expected % Exp*	% Exp'd	Var'nc from Expected	% Variance
Operating Expenses	\$1,199,816	\$53,649	\$53,649	\$53,649	4.5%	4.5%	\$1,338,870	\$59,032	4.4%	8.3%	8.3%	4.4%	\$52,094	3.9%	8.3%	8.3%	\$52,094	3.9%
Capital Outlay	1,455,000	293	293	293	0.0%	0.0%	871,630	31,194	3.6%	8.3%	8.3%	3.6%	41,151	4.7%	8.3%	8.3%	41,151	4.7%
Principal - G.O. Bonds	231,992	0	0	0	0.0%	0.0%	278,505	0	0.0%	8.3%	8.3%	0.0%	23,116	8.3%	8.3%	8.3%	23,116	8.3%
Interest Expense	84,215	0	0	0	0.0%	0.0%	74,084	0	0.0%	8.3%	8.3%	0.0%	6,149	8.3%	8.3%	8.3%	6,149	8.3%
Totals:	\$2,971,023	\$53,942	\$53,942	\$53,942	1.8%	1.8%	\$2,563,089	\$90,226	3.5%	8.3%	8.3%	3.5%	\$122,510	4.8%	8.3%	8.3%	\$122,510	4.8%

Net Budget/Income/Variance: -\$238,287      \$64,964      (\$44,471)      \$51,902      \$56,300

Key:

\* The expected percentage is calculated as follows: since the report is for the 1st month of the year, 1 is divided by 12-the number of months in the year.  
<sup>^</sup>To calculate the dollar variance between expected and actual expenditures, the following formula is used:  
H=(D\*G) -E (i.e.(annual budgeted amount x expected % expended) - actual expenditures.)

**RECOMMENDATION/COUNCIL ACTION DESIRED**

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

Reviewed by  City Manager

**CITY OF CHEHALIS  
AGENDA REPORT**

**DATE:** February 12, 2016  
**TO:** The Honorable Mayor and City Council  
**FROM:** Dennis Osborn, Community Development Director  
**SUBJECT:** Resolution No. 3-2016, First and Final Reading – Accepting the Amended Petition for Annexation for the Phase 1 Industrial Annexation

**ISSUE**

In order to act on the proposed annexation, Council needs to adopt a resolution to accept the Amended Petition for Annexation. Attached for council's consideration is Resolution No. 3-2016.

**DISCUSSION**

The city has received an Amended Petition for Annexation from the property owners of sixty percent (60%) assessed valuation for which annexation is being petitioned. Under the petition method, sixty percent (60%) of assessed valuation for general taxation of the property is required to accept and advance the petition.

Included with the petition are copies of the legal description (Exhibit "A") and the map that outlines the proposed annexation area (Exhibit "B").

**RECOMMENDATION/COUNCIL ACTION DESIRED**

Based on the city council goal of annexing property south of the city limits, the administration recommends that the council adopt Resolution No. 3-2016 on first and final reading to accept the Amended Petition for Annexation of the Phase 1 Industrial Annexation.

**SUGGESTED MOTION**

I move that the council adopt Resolution No. 3-2016 on first and final reading to accept the Amended Petition for Annexation of the Phase 1 Industrial Annexation.

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

**RESOLUTION NO. 3-2016**

**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 22<sup>nd</sup> 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 22<sup>nd</sup> day of February, 2016, the City of Chehalis, Washington, received an amended 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 original and amended request for annexation at the City Council meetings held on January 25 and February 8, 2016; 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 shall be zoned I-L

(Light Industrial), or as amended under future comprehensive plan amendments and zone changes.

**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 22<sup>nd</sup> day of February, 2016.

---

Mayor

Attest:

---

City Clerk

Approved as to form and content:

---

City Attorney

**AMENDED PETITION FOR ANNEXATION**

TO: The Honorable Mayor and City Council  
City of Chehalis  
350 N. Market Blvd.  
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, and more than sixty percent (60%) in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned (RCW 35A.14.120), 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.

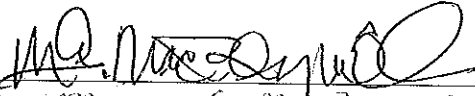
This petition is made pursuant to RCW 35.21.005.

**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: Martin G. MacReynold  
Title: City Manager  
Date: 2/18/2016

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

Medical Building Partnership, and/or successors and  
assigns as to Tax Parcel Nos. 010481000000 and  
017541000000

Susan Brown and/or successors and assigns as to Tax  
Parcel Nos. 010480000000 and 010479000000

Larry Walker and/or successors and assigns as to  
Tax Parcel No. 017504008000

Port of Chehalis and/or successors and assigns as to  
Tax Parcel Nos. 017539006000 and 017504001001

Gunderson Rail Services, LLC and/or successors  
and assigns as to Tax Parcel Nos. 017539003000,  
017503001005 and 017500008000

Lewis County PUD and/or successors and assigns as  
to Tax Parcel Nos. 017543002000, 017542001000,  
17504001000, and 017504007000

Community Partners and/or successors and assigns  
as to Tax Parcel Nos. 017503001007 and  
017499001001

Melhart, LLC and/or successors and assigns as  
to Tax Parcel No. 017504009000

**AUTHORIZATION**

The undersigned is the current owner of Lewis County Tax Parcel Nos. 010481000000 and 017541000000. Pursuant to the terms of the attached Utility Service Agreement, the predecessor in title consent to the annexation of the above property by the City of Chehalis in return for connection to the City's utilities.

By its signature below the undersigned agrees to said annexation, and authorizes a representative for the City of Chehalis to sign the Amended Annexation Petition on its behalf and in its stead.

DATED this 5<sup>th</sup> day of February, 2016.

**MEDICAL BUILDING PARTNERSHIP**

By *Harley D. Miller*  
Name: HARLEY D. MILLER  
Title: PARTNER

9501776

City of Chehalis  
UTILITY SERVICE ANNEXATION AGREEMENT

TAX PARCEL: 10419  
# 2 Detail Map  
P&Q 35-36; R&S 30-36  
& 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

SIGN NAME

Richard F. Fido

[Signature]

Harley Miller

Harley Miller

Kenneth Burden

Kenneth Burden

For an Individuals

STATE OF WASHINGTON }  
COUNTY OF LEWIS }

On this 27<sup>th</sup> day of December, 1994,  
personally appeared before me Richard Jacinto, Marley Miller, whose  
Richard Jacinto, Marley Miller  
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.

Charlotte Cairns

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  
P.O. Box 871  
Chehalis, WA 98532

95 FEB -9 PM 1:46

GARY E. ZANDELL, AUDITOR  
LEWIS COUNTY, WA.

BY

Marti


VOL. 638 PAGE 771

**AUTHORIZATION**

The undersigned is the current owner of Lewis County Tax Parcel Nos. 01048000000 and 01047900000. Pursuant to the terms of the attached Utility Service Agreement, the predecessor in title consent to the annexation of the above property by the City of Chehalis in return for connection to the City's utilities.

By her signature below the undersigned agrees to said annexation, and authorizes a representative for the City of Chehalis to sign the Amended Annexation Petition on her behalf and in her stead.

DATED this 1<sup>st</sup> day of Feb, 2016.


  
\_\_\_\_\_  
**Susan Brown**

**AUTHORIZATION**

The undersigned is the current owner of Lewis County Tax Parcel No. 017504008000. Pursuant to the terms of the attached Utility Service Agreement, the predecessor in title consent to the annexation of the above property by the City of Chehalis in return for connection to the City's utilities.

By his signature below the undersigned agrees to said annexation, and authorizes a representative for the City of Chehalis to sign the Amended Annexation Petition on his behalf and in his stead.

DATED this 5<sup>th</sup> day of February, 2016.

  
\_\_\_\_\_  
Larry Walker

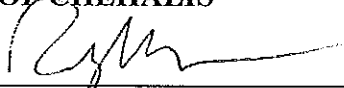
**AUTHORIZATION**

The undersigned is the current owner of Lewis County Tax Parcel Nos. 017539006000 and 017504001001. Pursuant to the terms of the attached Utility Service Agreement, the predecessor in title consent to the annexation of the above property by the City of Chehalis in return for connection to the City's utilities.

By its signature below the undersigned agrees to said annexation, and authorizes a representative for the City of Chehalis to sign the Amended Annexation Petition on its behalf and in its stead.

DATED this 28<sup>th</sup> day of JANUARY, 2016.

**PORT OF CHEHALIS**

By   
Name: RANDY MUELLER  
Title: C.E.O.



~~1-2909~~ FOSECO INC.

1 7539.6 Foseco Inc.  
X 123 Haber Rd.

8911062

#2 Detail Map

PEQ 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 Skewell V.P., Mfg.  
(Property Owner)

FOSECO, INC.  
SIGNED Maureen 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 Gju

893077

894378

DEED

4.50  
4.00

6 1/2 pgs

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



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VOL. 236 PAGE 39

Arundel, Washington  
P.O. Box 867  
NW 90532

AUTHORIZATION

The undersigned is the current owner of Lewis County Tax Parcel Nos. 017539003000, 017503001005 and 017500008000. Pursuant to the terms of the attached Utility Service Agreement, the predecessor in title consent to the annexation of the above property by the City of Chehalis in return for connection to the City's utilities.

By its signature below the undersigned agrees to said annexation, and authorizes a representative for the City of Chehalis to sign the Amended Annexation Petition on its behalf and in its stead.

DATED this 8 day of February, 2016.

GUNDERSON RAIL SERVICES, LLC

By: *Bill Bachmann*

Name: BILL BACHMANN

Title: Plant Manager

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

89 DEC 21 PM 4: 51

GARY E. ZANDELL, AUDITOR  
LEWIS COUNTY, WA.

BY *Jell*

8911843

~~1-2910~~ ✓  
Purdy Co.  
Haben Rd.  
17539-3 f  
#2 Detail Map  
R&Q 35-36; R&S 35-36  
£ 130203-3

*Haben Rd*

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 Mllenbaugh 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

U  
P  
Y

**AUTHORIZATION**

The undersigned is the current owner of Lewis County Tax Parcel Nos. 017543002000, 017542001000, 17504001000, and 017504007000. Pursuant to the terms of the attached Utility Service Agreement, the predecessor in title consent to the annexation of the above property by the City of Chehalis in return for connection to the City's utilities.

By its signature below the undersigned agrees to said annexation, and authorizes a representative for the City of Chehalis to sign the Amended Annexation Petition on its behalf and in its stead.

DATED this 2<sup>ND</sup> day of February, 2016.

**LEWIS COUNTY PUD**

By *Robert D. Geddes*

Name: *Robert D. Geddes*

Title: *Manager*

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 Habeco Rd.

GARY E. ZANDELL, AUDITOR  
LEWIS COUNTY, WA.

CITY OF CHEHALIS  
CLERK TREASURER  
**RECEIVED**

#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  
A 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

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 re-location 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

**AUTHORIZATION**

The undersigned is the current owner of Lewis County Tax Parcel Nos. 017503001007 and 017499001001. Pursuant to the terms of the attached Utility Service Agreement, the predecessor in title consent to the annexation of the above property by the City of Chehalis in return for connection to the City's utilities.

By its signature below the undersigned agrees to said annexation, and authorizes a representative for the City of Chehalis to sign the Amended Annexation Petition on its behalf and in its stead.

DATED this 1 day of February, 2016.

**COMMUNITY PARTNERS**

By Thomas D. Bradley  
Name: Thomas D. Bradley  
Title: President



**AUTHORIZATION**

The undersigned is the current owner of Lewis County Tax Parcel No. 017504009000. Pursuant to the terms of the attached Utility Service Agreement, the predecessor in title consent to the annexation of the above property by the City of Chehalis in return for connection to the City's utilities.

By its signature below the undersigned agrees to said annexation, and authorizes a representative for the City of Chehalis to sign the Amended Annexation Petition on its behalf and in its stead.

DATED this 1st day of FEBRUARY, 2016.

121 MELHART, LLC

By 

Name: MARC B. CONRAD

Title: MANAGER

9410879  
CITY OF CHEHALIS  
UTILITY SERVICE APPLICATION

Conrad Industries  
~~#3 Detail Map~~  
121 Mulhert Rd.  
# D11504-009-000

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

V  
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
- 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

*[Signature]*  
 Chehalis Planning Director

DECEMBER 25 1984

\*\*\*\*\*

(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 MEHART RD. MARC B. CONRAD  
CUSHALIS, WA. 98532

STATE OF WASHINGTON }  
 COUNTY OF Lewis } ss  
 On this day personally appeared before me Marc 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 93  
[Signature]  
 Notary Public in and for the State of Washington, residing at Chehalis, WA  
 My appointment expires on 8-1-95

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 RECORDS OF:  
City of Chehalis  
P.O. Box 871  
Chehalis, Wa  
98532  
 94 JUL -5 PM 8:02  
 GARY E. ZANDELL, AUDITOR  
 LEWIS COUNTY, WA.  
 BY [Signature]

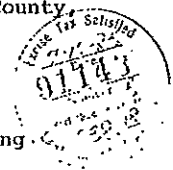
935899

WARRANTY DEED

4.00

The Grantor, CHEHALIS INDUSTRIAL COMMISSION, INC., a Washington corporation, for valuable consideration, receipt whereof is hereby acknowledged, conveys and warrants to CONRAD INDUSTRIES, INC., a Washington corporation, Grantee, the following described real estate situated in Lewis County, Washington, to-wit:

44-50



A 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 Southeast corner of said Section 4; thence South 89°49'49" West along the South line of said subdivision 1006.65 feet to the Southwest corner of that parcel conveyed in Volume 266 of official records of Lewis County, at page 455, under Auditor's File No. 913006; thence North 0°13'50" East along the Westerly line thereof 288.94 feet to the point of beginning; thence continuing along said line North 0°13'50" East 471.29 feet to a point on a 452.50 foot radius curve, whose radius bears South 17°01'25" West, said point being on the Southerly line of a railroad right of way; thence Northwesterly along said curve 47.99 feet through a central angle of 6°04'35"; thence North 79°03'10" West 279.80 feet to the Easterly line of that parcel conveyed in Volume 211 of official records, page 149, under Auditor's File No. 878380; thence South 0°13'50" West along the West line thereof 500.61 feet to the South line of the vacated Mason Road; thence North 89°49'49" East 20.00 feet; thence South 0°13'50" West along the West line of that parcel conveyed in Volume 265 of official records, page 274, under Auditor's File No. 912442, a distance of 36.36 feet to a point South 89°49'49" West from the point of beginning; thence North 89°49'49" East 301.52 feet to the point of beginning.  
 TOGETHER WITH and RESERVING UNTO the Grantors a nonexclusive easement 30 feet in width the Easterly margin being contiguous with the East line of the

2-40115

Handwritten notes and scribbles, including the number "01741" and other illegible markings.

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

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

89° 49' 49" W ~ 2653.99



# CONROD & INDUSTRIAL CONN. PROPERTY 5.77-A.

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 Southwesterly corner of said Section 4; thence South 89° 49' 49" West along the South line of said subdivision 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 Easement right of way of Hebbain 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 Southwesterly right of way of a railroad easement conveyed as recorded under A.F. No. 773610; thence South 79° along said Southwesterly line 279.80 feet to a 452.50 foot radius curve, thence South 79° thence Southwesterly along said curve 47.99 feet through a central angle of 6° 04' 35"; thence South 00° 13' 50" West 760.23 feet to the point of beginning.

17504-9-0 ✓

121 ~~Market~~

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 addressee Merta  
124 Habers  
# 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. Carl O. Metzger  
Cous. 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 GJ

## 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 22<sup>nd</sup> 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.





Chehalis A1  
Total Appraised Value: \$23,015,600

Parcel ID	Area	Area Type	Area Description	Area Value	Area Status	Area Notes
1000000001	...	...	...	...	...	...
1000000002	...	...	...	...	...	...
1000000003	...	...	...	...	...	...
1000000004	...	...	...	...	...	...
1000000005	...	...	...	...	...	...
1000000006	...	...	...	...	...	...
1000000007	...	...	...	...	...	...
1000000008	...	...	...	...	...	...
1000000009	...	...	...	...	...	...
1000000010	...	...	...	...	...	...
1000000011	...	...	...	...	...	...
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1000000099	...	...	...	...	...	...
1000000100	...	...	...	...	...	...

**City of Chehalis - Proposed Annexation Draft for Chehalis Review**  
 Lewis County, Washington

Legend:  
  Annexation Option A  
  City Limits  
  UCA

Prepared by: [Firm Name]  
 Date: [Date]  
 Project: [Project Name]  
 Location: [Location]  
 Scale: [Scale]  
 Author: [Author]  
 Reviewer: [Reviewer]  
 Date: [Date]



**CITY OF CHEHALIS  
AGENDA REPORT**

**DATE:** February 12, 2016  
**TO:** The Honorable Mayor and City Council  
**FROM:** Dennis Osborn, Community Development Director  
**SUBJECT:** Ordinance No. 953-B, First Reading – Providing for Annexation of the Phase 1 Industrial Annexation

**ISSUE**

The city has received an Amended Petition for Annexation signed by a majority of property owners within the propose annexation area. Attached is Ordinance No. 953-B for council consideration.

**DISCUSSION**

The city met with interested parties of the approximately 116 acre annexation commonly referred to as the Phase 1 Industrial Annexation. The city council also held two public hearings on the proposed annexation and received support from both the Port of Chehalis and Lewis County.

As part of the process, council had to take action on a resolution to accept the Amended Petition prior to bringing an ordinance before council to formalize the annexation.

This will be the first of two readings of the ordinance.

**RECOMMENDATION/COUNCIL ACTION DESIRED**

Based on the city council goal of annexing property south of the city limits, the administration recommends that the council pass Ordinance No.953-B on first reading providing for annexation of the Phase 1 Industrial Annexation.

**SUGGESTED MOTION**

I move that the council pass Ordinance No. 953-B on first reading providing for annexation of the Phase 1 Industrial Annexation.

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

**ORDINANCE NO. 953-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON,  
PROVIDING FOR THE ANNEXATION OF THE FOLLOWING  
DESCRIBED UNINCORPORATED AREA SITUATE IN THE COUNTY  
OF LEWIS, 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  $N00^{\circ}49'27''W$  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 22<sup>nd</sup> 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°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 22<sup>nd</sup> day of February, 2016 the city of Chehalis, Washington, received an amended Petition for the annexation of property described herein from the owners of more than sixty percent (60%) in value, according to the assessed valuation for general taxation of the property described herein; and

**WHEREAS**, pursuant to Washington law, the City Council of the city of Chehalis set the date of January 25, 2016, at 5:05 p.m., for a public hearing to consider the Petition for Annexation and continued the public hearing to February 8, 2016, at 5:05 p.m.; and

**WHEREAS**, notice of said hearing has been published and posted as required by law;

**WHEREAS**, the County has approved the petition and descriptions of the land to be annexed as required by law; now, therefore,

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

**ORDAIN AS FOLLOWS:**

**Section 1.** The following described unincorporated real property situate in the county of Lewis, 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 22<sup>nd</sup> 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;

shall be, and the same hereby is, annexed to the corporate limits of the city of Chehalis, Washington.

**Section 2.** The Chehalis City Zoning Ordinance, and the Official Zoning Map contained therein, shall be, and the same hereby are, amended to include the annexed area as presently zoned, consistent with the City's Comprehensive Plan.

**Section 3.** The effective date of this Ordinance shall be the \_\_\_ day of March, 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 \_\_\_\_\_ day of March, 2016.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and content:

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

## 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 22<sup>nd</sup> 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.

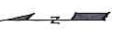




Option A:  
Total Assessed Value: \$23,015,000

LeWitt County, Washington  
**City of Chehalis - Proposed Annexation  
 Draft for Chehalis Review**

- Annexation Option A
- City Limits
- Port of Chehalis



Port of Chehalis is a public utility and is not subject to the same rules as other public utilities. The Port of Chehalis is a public utility and is not subject to the same rules as other public utilities. The Port of Chehalis is a public utility and is not subject to the same rules as other public utilities.



**CITY OF CHEHALIS  
AGENDA REPORT**

**DATE:** February 22, 2016

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

**FROM:** Dennis Osborn, Community Development Director

**SUBJECT:** Resolution No. 5-2016 – Accepting Petition for Annexation and Setting Date and Time of Public Hearing - Chehalis School Annexation

**ISSUE**

The city received a letter from the Chehalis School District (see attached) requesting annexation into the city. The proposed annexation area is just less than 57 acres. The administration has prepared a resolution to accept the petition for annexation and to set the date and time for a public hearing.

**DISCUSSION**

The city met with interested parties of the proposed annexation area and has received well over the 60% assessed value needed to accept the petition. The total assessed valuation for the proposed annexation area is \$2,182,800.

There are no impacts to services to report for this annexation as the vast majority of the site is currently vacant land. In Addition, there will be no issues with Fire District 6 in terms of redistribution of assets. Council may recall from the briefing on the Phase 1 Industrial Annexation that if the annexation proposal is over five percent of the district's assessed valuation negotiations would need to occur about the transfer of a portion of Fire District 6 assets to the city. This is not the case for this annexation as the proposal is 0.2 percent of the Fire District's total valuation.

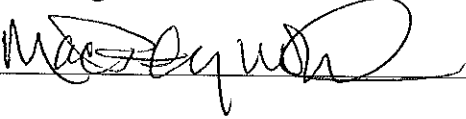
The administration and legal counsel have reviewed the attached signed petition for annexation, along with the resolution accepting the request for annexation and setting the date for a public hearing.

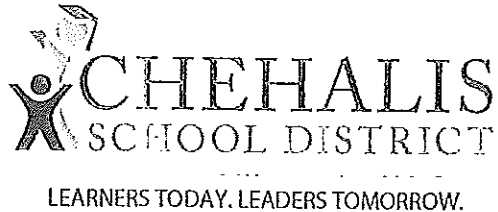
**RECOMMENDATION/COUNCIL ACTION DESIRED**

Based on the city council goal of annexing property south of the city limits, the administration recommends that the council adopt Resolution No. 5-2016 on first and final reading accepting the petition for annexation and setting the date and time of March 14, 2016, at 5:05 p.m. for a public hearing on the Chehalis School Annexation.

**SUGGESTED MOTION**

I move that the council adopt Resolution No. 5-2016 on first and final reading accepting the petition for annexation and setting the date and time of March 14, 2016, at 5:05 p.m. for a public hearing on the Chehalis School Annexation.

Reviewed: , City Manager



January 15, 2016

William T. Hillier, City Attorney  
City of Chehalis  
299 NW Center Street  
Chehalis, WA 98532

Mr. Hillier:

Please accept this letter as a request of the Chehalis School District for annexation by the City of Chehalis of the District's property, Parcel Nos. 0056050775000 and 017535000000, as described in the attached legal description.

The District understands that upon annexation, the annexed property will receive all services provided by the City. Please advise, if any additional information is requested together with the estimated timeline for annexation.

Sincerely,

Ed Rothlin, Superintendent  
Chehalis School District

Attachment (1)

Ed Rothlin  
Superintendent

Mary Lou Bissett  
Assistant Superintendent

Heather C. Pinkerton  
Director of Business & Operations

310 SW 16th St Chehalis, WA 98532 T 360 807 7200 F 360 748 8899 [www.chehalis-schools.org](http://www.chehalis-schools.org)

ABBREY. LEGAL DESCRIPTION: S 4, T 13 N, R 2 W, W.M., LCW

ASSESSOR'S TAX PARCEL NO.: 005605075000, 017535000000

That portion of the Lewis Johnson Donation Land Claim in Section 4, Township 13 North, Rang 2 West, W.M., Lewis County, Washington, lying west of Bishop County Road.

EXCEPT the west 963.5 feet of said Lewis Johnson Donation Land Claim.

ALSO EXCEPT that portion of said Lewis Johnson Donation Land Claim lying southerly of the following described line: Beginning at a point on the west line of Bishop County Road, said point being 1725.7 feet south and 2271.7 feet east of the southwest corner of the A. S. Wilson Donation Land Claim; thence north 0°01' west 97 feet to the true point of beginning of said line; thence north 75°17' west 467.8 feet; thence north 86°03' west to the east line of the west 963.5 feet of said Lewis Johnson Donation Land Claim and the terminus of said line.

ALSO EXCEPT that portion of said Lewis Johnson Donation Land Claim lying southwesterly of the northeasterly line of Interstate Avenue (formerly Bishop Road Connection Frontage Road).

ALSO EXCEPT Burlington Northern (formerly Chehalis, Cowlitz and Cascade) Railroad right of way.

ALSO EXCEPT that portion of said Lewis Johnson Donation Land Claim, described as follows: Beginning at a point on the north line of said Donation Land Claim 1178.08 feet east of the northwest corner of said Johnson Donation Land Claim; thence south 406 feet; thence east 758.42 feet; thence north 406 feet; thence west 758.42 feet to the point of beginning.

ALSO EXCEPT that portion of said Lewis Johnson Donation Land Claim, described as follows: Beginning at a point on the north line of said Donation Land Claim 2146.5 feet east of the northwest corner of said Johnson Donation Land Claim; thence south 573.03 feet parallel with the Bishop Road; thence east 761 feet to the west line of said Bishop Road; thence north 573.03 feet along said west line to the north line of said Donation Land Claim; thence west 761 feet to the point of beginning.

ALSO EXCEPT that portion of the Lewis Johnson Donation Land Claim, described as follows:

BEGINNING at a point on the north line, 963.5 feet east of the northwest corner of said Claim; thence east, along the north line of said Claim, 214.58 feet; thence south 406 feet; thence west 214.58 feet; thence north 406 feet to the place of beginning.

**RESOLUTION NO. 5-2016**

**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 Lewis Johnson Donation Land Claim in Sections 4 and 5, Township 13 North, Range 2 West, W.M. in Lewis County, Washington described as follows:

COMMENCING at the northwest corner of said Section 4; thence S00°10'44"E along the west line of said Section a distance of 1607.14 feet to the north line of the Lewis Johnson Donation Land Claim and the True Point of Beginning; thence N89°30'08"W along said north line a distance of 365.31 feet to the northeasterly margin of the Burlington Northern Santa Fe (formerly C. C. & C) Railroad right of way; thence S35°08'39"E along said margin a distance of 637.40 feet to the west line of said Section 4; thence S00°10'44"E along said west line a distance of 459.51 feet to the northeasterly margin of Interstate Avenue; thence S39°35'04"E along said margin a distance of 540.27 feet to the southwest corner of that parcel described in Quit Claim Deed recorded under Auditor's File Number 3424766, Records of Lewis County, Washington; thence S84°33'42"E along the south line of said parcel a distance of 1292.81 feet; thence S73°47'42"E along said south line a distance of 467.80 feet to the west margin of Bishop County Road; thence S88°59'42"E a distance of 60.00 feet to the east margin of Bishop County Road; thence N00°32'18"E along said east margin a distance of 1058.75 feet to the easterly extension of the south line of that parcel depicted on Record of Survey recorded in Book 7 of Surveys at Page 172, Records of Lewis County, Washington; thence N89°34'30"W along said south line and extension thereof a distance of 821.02 feet to the southwest corner of said parcel; thence N00°33'33"E along the west line of said parcel a distance of 571.65 feet to the south margin of Fair Avenue and the north line of said Lewis Johnson Donation Land Claim; thence N89°30'08"W along said south margin and north line a distance of 210.10 feet to the northerly extension of the east line of the Plat of Ruzicka Court as recorded in Volume 6 of Plats at Page 70, Records of Lewis County, Washington; thence S00°08'52"W along said extension and east line a distance of 406.00 feet to the southeast corner of said Plat; thence N89°30'08"W along the south line of said Plat and the south line of the Plat of JB Armstrong's First Addition to Chehalis, Washington as recorded in Volume 5 of Plats at Page 122, Records of Lewis County, Washington a distance of 752.32 feet to the southwest corner of said JB Armstrong's First Addition; thence N00°09'52"E along the west line of said Plat and the northerly extension thereof a distance of 406.00 feet to the south margin of Fair Avenue and the north line of said Lewis Johnson

Donation Land Claim; thence N89°30'08"W along said south margin and north line a distance of 375.79 feet to the True Point of Beginning.

ALSO, Lot 2 and 3 in Block 1 of the Plat of Roberts Five Oaks Addition as recorded in Book 4 of Plats, at Page 50, Records of Lewis County, Washington.

**WHEREAS**, on the 22<sup>nd</sup> day of February, 2016, 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 February 22, 2016, now, therefore,

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

**Section 1.** The City of Chehalis has set the date of March 14, 2016, at 5:05 p.m. for a public hearing to consider the Petition for Annexation.

**Section 2.** The City hereby accepts the request for annexation.

**Section 3.** The real property described in the request for annexation is already included in the City's existing Comprehensive Plan.

**Section 4.** 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 22<sup>nd</sup> day of February, 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.  
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, and more than sixty percent (60%) in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned (RCW 35A.14.120), 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.

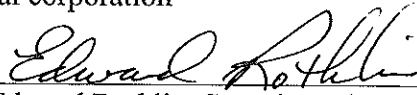
Chehalis has required the assumption of all city of Chehalis indebtedness by the area annexed and adoption of a comprehensive plan for the area to be annexed.

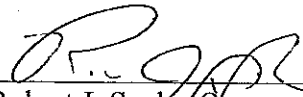
This petition is made pursuant to RCW 35.21.005.

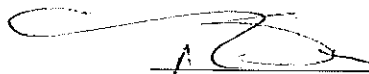
**WARNING**

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.

CHEHALIS SCHOOL DISTRICT #302, a  
municipal corporation

By   
Edward Rothlin, Superintendent,  
Owner of Tax Parcel Nos. 017535000000  
and 005605075000

  
Robert J. Spahr, Owner of Tax Parcel  
No. 005604027072

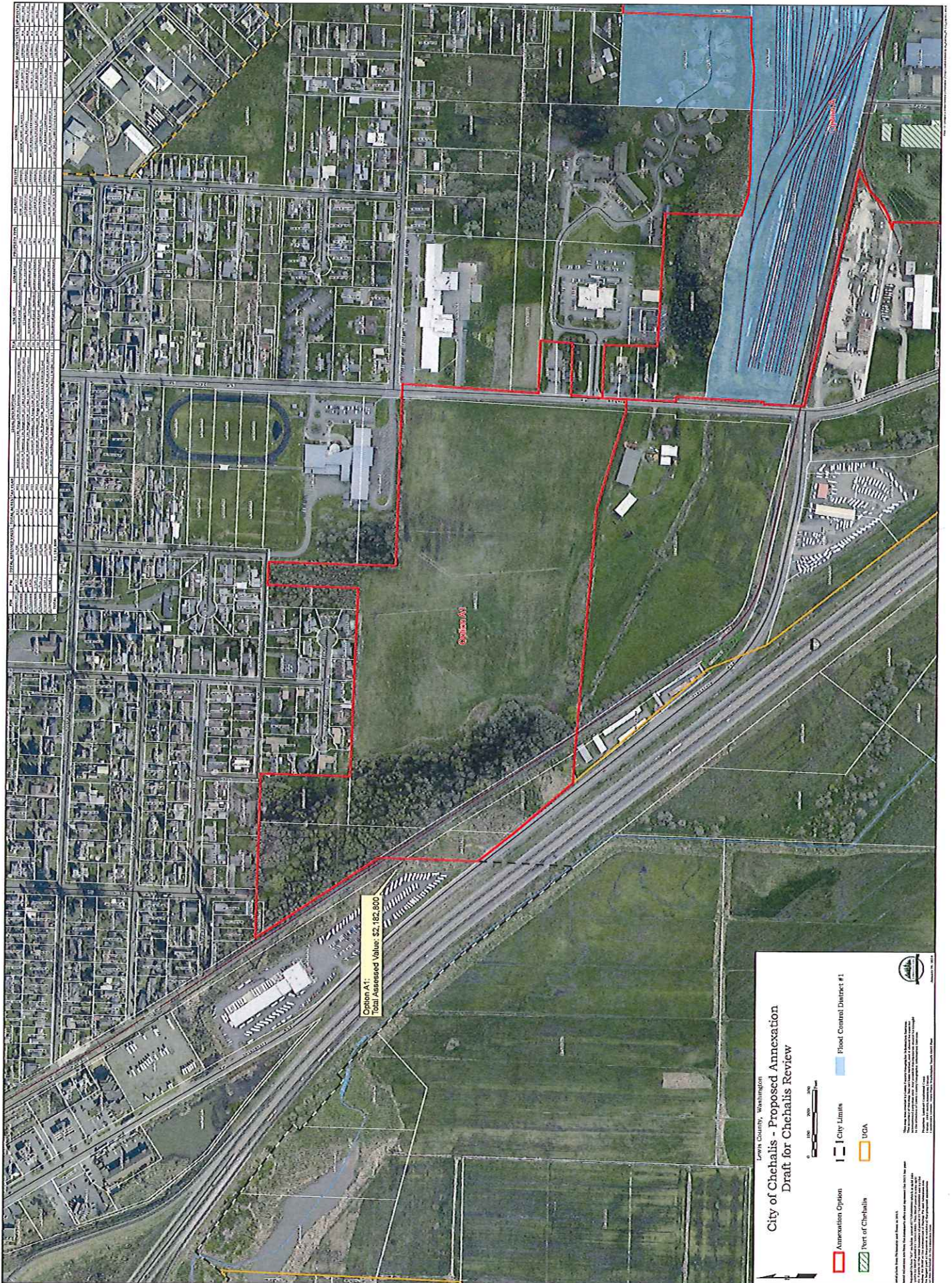
  
Timothy A. Saylor, Owner of Tax Parcel  
No. 017537001000

That portion of the Lewis Johnson Donation Land Claim in Sections 4 and 5, Township 13 North, Range 2 West, W.M. in Lewis County, Washington described as follows:

COMMENCING at the northwest corner of said Section 4; thence  $S00^{\circ}10'44''E$  along the west line of said Section a distance of 1607.14 feet to the north line of the Lewis Johnson Donation Land Claim and the True Point of Beginning; thence  $N89^{\circ}30'08''W$  along said north line a distance of 365.31 feet to the northeasterly margin of the Burlington Northern Santa Fe (formerly C. C. & C) Railroad right of way; thence  $S35^{\circ}08'39''E$  along said margin a distance of 637.40 feet to the west line of said Section 4; thence  $S00^{\circ}10'44''E$  along said west line a distance of 459.51 feet to the northeasterly margin of Interstate Avenue; thence  $S39^{\circ}35'04''E$  along said margin a distance of 540.27 feet to the southwest corner of that parcel described in Quit Claim Deed recorded under Auditor's File Number 3424766, Records of Lewis County, Washington; thence  $S84^{\circ}33'42''E$  along the south line of said parcel a distance of 1292.81 feet; thence  $S73^{\circ}47'42''E$  along said south line a distance of 467.80 feet to the west margin of Bishop County Road; thence  $S88^{\circ}59'42''E$  a distance of 60.00 feet to the east margin of Bishop County Road; thence  $N00^{\circ}32'18''E$  along said east margin a distance of 1058.75 feet to the easterly extension of the south line of that parcel depicted on Record of Survey recorded in Book 7 of Surveys at Page 172, Records of Lewis County, Washington; thence  $N89^{\circ}34'30''W$  along said south line and extension thereof a distance of 821.02 feet to the southwest corner of said parcel; thence  $N00^{\circ}33'33''E$  along the west line of said parcel a distance of 571.65 feet to the south margin of Fair Avenue and the north line of said Lewis Johnson Donation Land Claim; thence  $N89^{\circ}30'08''W$  along said south margin and north line a distance of 210.10 feet to the northerly extension of the east line of the Plat of Ruzicka Court as recorded in Volume 6 of Plats at Page 70, Records of Lewis County, Washington; thence  $S00^{\circ}08'52''W$  along said extension and east line a distance of 406.00 feet to the southeast corner of said Plat; thence  $N89^{\circ}30'08''W$  along the south line of said Plat and the south line of the Plat of JB Armstrong's First Addition to Chehalis, Washington as recorded in Volume 5 of Plats at Page 122, Records of Lewis County, Washington a distance of 752.32 feet to the southwest corner of said JB Armstrong's First Addition; thence  $N00^{\circ}09'52''E$  along the west line of said Plat and the northerly extension thereof a distance of 406.00 feet to the south margin of Fair Avenue and the north line of said Lewis Johnson Donation Land Claim; thence  $N89^{\circ}30'08''W$  along said south margin and north line a distance of 375.79 feet to the True Point of Beginning.

ALSO, Lot 2 and 3 in Block 1 of the Plat of Roberts Five Oaks Addition as recorded in Book 4 of Plats, at Page 50, Records of Lewis County, Washington.





Option A1:  
Total Assessed Value: \$2,182,800

Lewis County, Washington

### City of Chehalis - Proposed Annexation Draft for Chehalis Review

Annexation Option  
 City Limits  
 Flood Control District #1  
 UGA  
 Port of Chehalis

Scale: 0 100 200 Feet  
 Date: 10/15/2014  
 Prepared by: [Name]  
 Checked by: [Name]  
 Approved by: [Name]

This map is for informational purposes only and does not constitute a legal document. It is subject to change without notice. The information on this map is based on the most current data available at the time of printing. The City of Chehalis is not responsible for any errors or omissions on this map.