

CHEHALIS CITY COUNCIL AGENDA

CITY HALL
350 N MARKET BLVD | CHEHALIS, WA 98532

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

Regular Meeting of Monday, January 11, 2021 5:00 p.m.

1. <u>Call to Order.</u> (Mayor)

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
PROCLAMATIONS / PRESENTATIONS		
2. <u>Proclamation – Law Enforcement Appreciation Day.</u> (Mayor)		

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
SPECIAL BUSINESS		
3. <u>Chehalis Basin Partnership Update.</u> (Terry Harris)		

CITIZENS BUSINESS
<p>Citizens wishing to provide public comments in general and on agenda items should submit comments by 4:00 pm on the day of the meeting. All comments received will be acknowledged by the Mayor under Citizens Business of this meeting agenda. Please use the following form to submit comments – https://www.ci.chehalis.wa.us/contact. If you do not have computer access or would prefer to submit a comment verbally, please contact City Clerk Caryn Foley at 360-345-1042 or at cfoley@ci.chehalis.wa.us. Citizens Business comments will be limited to five (5) minutes.</p>
4. <u>COVID-19 Data.</u> (Cory Stajduhar)
5. <u>COVID-19 Dining Restrictions.</u> (Andy Cilley)

CONSENT CALENDAR

6. <u>Minutes of the Regular City Council Meeting of December 14, 2020.</u> (City Clerk)	APPROVE	1
7. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$406,105.73 Dated December 15, 2020.</u> (City Manager, Finance Director)	APPROVE	6
8. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$164,089.38 Dated December 31, 2020.</u> (City Manager, Finance Director)	APPROVE	7
9. <u>Vouchers and Transfers – Payroll in the Amount of \$845,696.44 Dated December 29, 2020.</u> (City Manager, Finance Director)	APPROVE	9
10. <u>Accept the Recreation Park Construction Project as Complete and Release Retainage to KBH Construction After All Statutory Requirements Are Met.</u> (City Manager, Recreation Manager)	APPROVE	10
11. <u>Professional Service Agreement with Loowit Consulting Group, LLC for Shoreline Master Plan Update.</u> (City Manager, Planning and Building Manager)	APPROVE	14
12. <u>Professional Service Agreement with Local Planning Solutions for Annexation Planning and UGA Expansions.</u> (City Manager, Planning and Building Manager)	APPROVE	25
13. <u>Request from Bass Enterprises (dba Dutch Brothers Coffee) to Assign its Lease to Dutch Brothers, LLC.</u> (City Manager, Public Works Director, Airport Operations Coordinator)	APPROVE	37
14. <u>Award Bid for Above-Ground Fuel Storage Tanks Project to Mascott Equipment Company in the Amount of \$449,503,00.</u> (City Manager, Public Works Director, Airport Operations Coordinator)	APPROVE	42

UNFINISHED BUSINESS

15. <u>Second Reading of Ordinance No. 1015-B, Amending CMC 17.78 Uses/Occupancy, Prohibiting New Congregate Housing – Suspension of Rules to Schedule Second Reading for January 25, 2021</u> (City Manager, Planning & Building Manager)	SUSPEND RULES/PASS	44
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NEW BUSINESS

16. <u>Ordinance No. 1016-B, First Reading – Updating CMC 17.09 Permit Processing.</u> (City Manager, Planning & Building Manager)	PASS	46
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ADMINISTRATION AND CITY COUNCIL REPORTS17. Administration Reports.

INFORMATION ONLY

- a. City Manager Update. (City Manager)

18. Councilor Reports/Committee Updates. (City Council)

INFORMATION ONLY

EXECUTIVE SESSION

19. Pursuant to RCW:

- a. 42.30.110(1)(c) – Sale/Lease of Real Estate
- b. 42.30.110(1)(i) – Litigation/Potential Litigation
- c. 42.30.110(1)(b) – Selection of Site or Acquisition of Real Estate

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, JANUARY 25, 2021.**

December 14, 2020

The Chehalis city council met in regular session on Monday, December 14, 2020. Mayor Dennis Dawes (present in the council chambers) called the meeting to order at 5:00 pm with the following council members present via Zoom: Jerry Lord, Tony Ketchum, Daryl Lund, Dr. Isaac Pope, and Bob Spahr. Councilor Chad Taylor arrived at 5:01 pm. Staff present included: Jill Anderson, City Manager; Tammy Baraconi, Planning & Building Manager; Caryn Foley, City Clerk; Kiley Franz, City Manager's Administrative Assistant; Tedd Hendershot, Fire Chief; Andrew Hunziker, Parks & Facilities Manager; Trent Loughheed, Public Works Director; Barbara Lovelady, Fire Department Administrative Assistant; Brandon Rakes, Airport Operations Coordinator; Chun Saul, Finance Director (Zoom); and Mark Scheibmeir, City Attorney. Due to orders from the Governor's office relating to COVID-19, members of the public and the press were able to view the meeting via live streaming or via telephone through Zoom. The public was also provided a process for submitting comments prior to the meeting.

1. **Recognition of Barbara Lovelady, Fire Department Administrative Assistant.** Mayor Dawes recognized Barbara Lovelady with a certificate and an inscribed vase with flowers upon her retirement after 40 years of service.

2. **Chehalis Community Renaissance Team (CCRT) Update.** Executive Director Annalee Tobey provided a year-end update on CCRT activities that included completion of a strategic plan, partnerships, building the CCRT board of directors; and making economic recovery and small business support a priority. Ms. Tobey spoke about the CCRT's response to COVID-19 to support businesses impacted by the pandemic, the continued success of Chehalis Coworks, new art in the downtown, and the façade program. 2021 projects will include continued economic recovery support; a branding campaign; the continuation of building partnerships; merchandising Chehalis-themed items; and volunteer recruitment. Ms. Tobey thanked the city for its continued support.

The subject of parking was discussed, specifically complaints that customer parking was limited due to business people parking on the street and no longer having a parking enforcement officer. Ms. Tobey stated they could remind businesses to be mindful of parking and to leave the parking spaces for customers, noting it was an ongoing issue.

3. **Flood Authority Update.** Commissioner Edna Fund provided an update on two Flood Authority projects – the Port of Chehalis project and the Boistfort project. Both projects passed through the Flood Authority and the Office of the Chehalis Basin, and will now head to the Legislature. Commissioner Fund announced this was her last month as a county commissioner, but she would be continuing as the county's delegate on the Flood Authority, as well as the Office of the Chehalis Basin.

Mayor Dawes thanked Commissioner Fund for her service as a county commissioner for eight years.

4. **Consent Calendar.** Councilor Spahr moved to approve the consent calendar comprised of the following:
- a. Minutes of the regular city council meeting of November 23, 2020;
 - b. November 30, 2020 Claim Vouchers No. 130562 – 130668 and Electronic Funds Transfer Check Nos. 1033 – 1052, 1020206 and 1020207 in the amount of \$1,209,739.17;
 - c. November 30, 2020, Payroll Vouchers No. 41492-41518, Direct Deposit Payroll Vouchers No. 12800-12904, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 319-322 in the amount of \$763,663.29;
 - d. Acceptance and closeout of the Shaw Aquatics Center Pool Resurfacing Project;
 - e. Resolution No. 13-2020, first and final reading – declaring city property to be surplus;
 - f. Resolution No. 14-2020, first and final reading – initiating the process for expansion of the city's Urban Growth Area;
- and
- g. Consider cancelation of the December 28 City Council meeting.

The motion was seconded by Councilor Lord.

Mayor Dawes wanted to make sure that the pool resurfacing project was completed correctly and that if staff finds anything wrong that they immediately contact the contractor to ensure that any problems fall under the warranty.

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Andrew Hunziker indicated that staff had been watching the project closely and stated staff will contact the contractor immediately if any issues arise. He stated staff continues to monitor the project daily and was documenting everything.

The motion carried unanimously.

5. **Ordinance No. 1014-B, Second and Final Reading – Amending the 2020 Budget.** City Manager Anderson stated a full report was presented at the last council meeting and there were no changes since first reading of the ordinance.

Councilor Spahr moved to pass Ordinance No. 1014-B on second and final reading. The motion was seconded by Councilor Pope and carried unanimously.

6. **Consideration of Offer to Lease Tract 15 at 1715 NW Louisiana Avenue to Washington State Employees Credit Union.** Mayor Dawes stated this item would be pulled from the agenda and discussed under executive session.

7. **Ordinance No. 1015-B, First Reading – Amending CMC 17.78 Uses/Occupancy.** City Manager Anderson stated the ordinance clarified minimum dwelling requirements and removed the option for congregate housing. It would establish a minimum dwelling requirement of 310 square feet and require that each facility have a kitchen, a bathroom, and a closet, which would prevent the potential proliferation of congregate housing that may or may not be managed well.

There was discussion that at least one building in the downtown could allow for 15+ units, but the proposed ordinance did not address parking issues. The city's "parking and loading" ordinance provided that the downtown was exempted from parking requirements whenever there was a change of use. It was noted that parking was considered by the Hearing Examiner when congregate housing went through the last time even though it didn't have to be considered.

Ms. Baraconi stated the code could be changed, indicating she didn't understand that parking was the driving issue. She stated parking would probably be a more complicated conversation for the downtown and a much longer process to change the code, but it could be changed.

Clarification was requested on what the proposed ordinance would change. It was explained that the ordinance would change the minimum dwelling size to 310 square feet and would require a kitchen and bathroom facility for each unit.

Clarification was requested on how the size of 310 square feet was established. It was explained that the current minimum square footage established in the building code was 190 square feet. Other jurisdictions up and down I-5 were looked at to see what their minimum housing sizes were and 310 square feet seemed to be the average. It was noted the new micro-homes on Bishop Road were 700 square feet.

It was asked if during the permitting process, could the city require the developer to rent a parking space for each apartment. It was explained that it could be recommended as part of a conditional use permit, but again, the current code stated parking was not allowed to be considered with a change in use. Staff asked for clarification if this was something the council wanted looked at for all commercial and residential situations. Some council members indicated they were interested in the historic downtown area only. It was thought that the area in question was designated as the Central Business District and included a little more area than just the two historic blocks.

It was thought that the city had an agreement with the St. Helens Inn that they had to provide parking for their clients. It was believed that parking permits were half-price for the residents, but due to no parking enforcement, folks were probably not purchasing parking permits.

City Manager Anderson believed it was important to eliminate congregate housing, to have a minimum dwelling size, and to have requirements for kitchen, bathroom, and closet facilities. She recommended approval of the proposed ordinance and then to have a separate discussion about parking. She was concerned about unintended consequences, stating there was some reason why the municipal code was set forth many years ago to not include parking considerations in the downtown when there was a change of use.

Tammy Baraconi explained the process for reviewing the parking and loading section of the code. It would have to go to the Planning Commission, opened up for public comment, and discussed with downtown business owners. The council would have the final decision.

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Councilor Spahr moved to pass Ordinance No. 1015-B on first reading. The motion was seconded by Councilor Pope.

Councilor Taylor moved to amend the main motion to change the minimum dwelling unit size from 310 square feet to 1,000 square feet. The motion was seconded by Councilor Lund. Councilor Taylor noted the change applied to the historic downtown core. There was discussion that micro-homes were about 700 square feet and a lot of the apartments going in were one- and two-bedroom units around 700 to 800 square feet. Councilor Taylor withdrew his motion to amend the main motion. Councilor Lund withdrew his second to the amendment.

Councilor Taylor moved to amend the main motion to change the minimum dwelling unit size from 310 square feet to 700 square feet. The motion was seconded by Councilor Lund. It was noted that for some reason the Planning Commission came up with 310 square feet. It was suggested that council hold off on the amendment to provide staff time to analyze it and come back to the council with the logic of why they came up with 310 and what the ramifications would be at 700. Councilor Taylor withdrew his motion to amend the main motion. Councilor Lund withdrew his second to the amendment.

Tammy Baraconi stated the Planning Commission did discuss the minimum size for each dwelling unit, specifically related to studio apartments.

There was further discussion about the need for consideration of parking in the downtown area. The Hearing Examiner might require offsite parking, but currently, the city can't consider parking an issue.

Councilor Taylor moved to amend the main motion to include that the people that review and approve applications can take parking into consideration for applications within the historic downtown area. The motion was seconded by Councilor Lord.

City Attorney Mark Scheibmeir stated there was no ordinance before the council to amend the parking code. What council was seeking was greater consideration of parking as a conditional use. The council's desire to reflect parking for such uses within a particular area, recognizing that this was identified as a conditional use, could be approached from a couple ways. The parking ordinance could be looked at to allow uses of required parking for specific uses and decide whether that was an area in which to address the issue, or it could go into the provisions for conditional uses and take a look at requirements for conditional uses, which was what this was and make provision within the conditional use specifications for consideration of parking. Maybe council was seeking a concurrent consideration of either an adjustment to the conditional use provisions or an adjustment to the parking provisions such that both were reviewed at the same time so as to consider allowing for a particular use and then separately looking at adjusting the parking provisions by one mechanism or another so that both were dealt with concurrently.

City Manager Anderson recommended that because these were two separate sections of the code, that the council pass the ordinance on first reading, and then concurrent to that, bring a proposal for council's consideration to see if that meets the council's needs. Staff could then reach out to the business community, if needed, to address that. That way it addresses both the concerns expressed about congregate housing and parking related to any change of use.

City Attorney Scheibmeir provided his perspective as a Hearing Examiner, stating he reviewed these matters regularly. The proposed added language would not give a Hearing Examiner good direction. They would need better direction within the conditional use provisions of the city's regulations, or a table of parking requirements. A vague reference to consider parking as an impact wouldn't tell them what they were really to do with that. It could be done, but not within the ordinance before council.

Councilor Taylor withdrew his motion to amend the main motion. Councilor Lord withdrew his second to the amendment.

The motion to pass Ordinance No. 1015-B on first reading as presented in the agenda packet carried 4 to 3. Councilors Lord, Lund, and Pope voted against the motion.

8. Resolution No. 15-2020, First and Final Reading – Waiving Competitive Bidding Due to the Existence of Special Market Conditions Related to the Purchase of a Mobile Structure and Funding Authorization to Proceed with Purchase. City Manager Anderson explained that over the last six months, staff had been in the process of establishing an interim fire station on property recently purchased at Chamber Way and State Avenue for a new permanent fire station. The interim station would be positioned on the property that would allow for the permanent fire station to be constructed without interference. The plan was to purchase a mobile home to serve as administrative and living quarters on a long-term basis, anticipating that it would take five to seven years to design, fund, and construct a new fire station. Alternatives for purchasing a new manufactured home using various bidding processes were explored. The estimated cost for a new pre-manufactured home ranged from \$120,000 to over \$200,000.

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The bond that was approved by the council for the purchase of the permanent site and some of those improvements was estimated at \$150,000.

City Manager Anderson stated there was now an opportunity to purchase the pre-manufactured structure that was used by the previous owner as their office building. The 1600 square foot facility would provide bedrooms, administrative space, a kitchen, and laundry and could be purchased at a cost-effective price. In the agreement for the purchase of the property, the city was going to rent the facility for six months. The previous owner is now willing to sell the facility to the city for \$39,500. The city's special legal counsel evaluated the situation and determined that it would be appropriate for the city council to declare a special market condition. Council was asked to consider the purchase of the facility and provide the City Manager with the authority to execute a purchase and sale agreement for \$39,500, with the potential for rent credits, and then a certain amount of money for relocation and installation of the facility. Additionally, the council was asked to adopt a resolution declaring that a special market condition existed related to the purchase of the structure. The total anticipated cost was \$63,650, including a contingency.

Councilor Spahr moved to suspend the rules requiring two readings of a resolution. The motion was seconded by Councilor Pope and carried unanimously. Councilor Spahr moved to adopt Resolution No. 15-2020 on first and final reading. The motion was seconded by Councilor Taylor and carried unanimously. Councilor Spahr moved to authorize the City Manager to purchase the existing pre-manufactured structure from the previous property owner in the amount not to exceed \$39,500 plus applicable taxes, fees, and licenses, including City permits; authorize the expenditure of up to \$15,000 for the relocation of the building to serve as the interim station; authorize up to \$6,000 for the cost of using permanent footings in the installation process; authorize an additional contingency of \$3,150, which is 15% of the cost of the relocation, installation and footings; and authorize the City Manager to execute the documents related to the purchase, relocation and installation of the mobile structure, including change orders. The motion was seconded by Councilor Taylor and carried unanimously.

9. Administration Reports.

a. **City Manager Update.** City Manager Anderson thanked the council, staff, and the community for the work that had been done this year. Even with COVID, the city made significant progress toward many of its goals.

10. Councilor Reports/Committee Updates.

a. **Councilor Taylor.** Councilor Taylor stated that Twin Transit began construction of a pull-out on Market Street between 3rd and 4th Streets that will get busses off the road while picking up and dropping off passengers. Two more pull-outs are scheduled to be installed, with one near Safeway.

b. **Councilor Lund.** Councilor Lund wished everyone happy holidays. The steam train group has a contractor to repair the boiler on the engine, which will begin the first of the year. He stated he spoke with Greg Lund about housing issues. With new industries coming to the community, Greg Lund suggested the council form a committee to discuss and work on public-private partnerships to plan for future growth. He stated he would be willing to serve on such a committee.

The general thoughts of the council were that it was a good idea and perhaps something the council's GMA Committee could undertake.

c. **Councilor Spahr.** Councilor Spahr stated he enjoyed the lively discussions tonight and wished everyone a Merry Christmas and was looking forward to a better new year.

d. **Mayor Dawes.** Mayor Dawes attended the recent mayor's meeting, which was the legislative round table.

11. **Executive Session.** Mayor Dawes announced the council would take a short recess and then be in executive session pursuant to RCW 42.30.110(1)(c) – Sale/Lease of Real Estate and RCW 42.30.110(1)(i) – Litigation/Potential Litigation, not to exceed 7:30 pm and there may be action following conclusion of the executive session. Mayor Dawes closed the regular meeting at 6:45 pm. The executive session began at 6:47 pm. Following conclusion of the executive session, the regular meeting was reopened at 7:30. Mayor Dawes announced that no action would be taken and immediately adjourned the meeting at 7:30 pm.

December 14, 2020

Dennis L. Dawes, Mayor

Caryn Foley, City Clerk

Approved:

Initials: _____

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

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

MEETING OF: January 11, 2021

SUBJECT: Vouchers and Transfers – Accounts Payable in the Amount of \$406,105.73

ISSUE

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

DISCUSSION

The December 15, 2020 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers No. 130669 – 130799 and Electronic Funds Transfer Check Nos. 1053 – 1072 and 1120201 in the amount of \$406,105.73 dated December 15, 2020 which includes the transfer of:

- \$ 186,804.62 from the General Fund
- \$ 3,418.29 from the Arterial Street Fund
- \$ 3,375.79 from the Transportation Benefit District Fund
- \$ 50,000.00 from the Tourism Fund
- \$ 2,183.93 from the LEOFF 1 OPEB Reserve Fund
- \$ 811.50 from the Public Facilities Reserve Fund
- \$ 4,849.53 from the Automotive Equipment Reserve Fund
- \$ 661.99 from the Garbage Fund
- \$ 64,535.27 from the Wastewater Fund
- \$ 31,704.19 from the Water Fund
- \$ 4,161.64 from the Storm & Surface Water Utility Fund
- \$ 53,598.98 from the Airport Fund

RECOMMENDATION

It is recommended that the City Council approve the December 15, 2020 Claim Vouchers No. 130669 – 130799 and Electronic Funds Transfer Check Nos. 1053 – 1072 and 1120201 in the amount of \$406,105.73.

SUGGESTED MOTION

I move that the City Council approve the December 15, 2020 Claim Vouchers No. 130669 – 130799 and Electronic Funds Transfer Check Nos. 1053 – 1072 and 1120201 in the amount of \$406,105.73.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

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

MEETING OF: January 11, 2021

SUBJECT: Vouchers and Transfers – Accounts Payable in the Amount of \$164,089.38

ISSUE

City Council approval is requested for Vouchers and Transfers dated December 31, 2020. In addition to the Vouchers and Transfers, approval is requested for voided Check No. 130747, original issue date December 15, 2020, which results in an increase to the General Fund balance in the amount of \$73,001.72.

DISCUSSION

The December 31, 2020 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers No. 130800 – 130906 and Electronic Funds Transfer Check Nos. 1073 – 1092, 1120202 and 1120203 in the amount of \$237,091.10 dated December 31, 2020 and voided Check No. 130747 in the amount of \$73,001.72 for the net total transfer of \$164,089.38 as follows:

- \$ 88,861.92 from the General Fund
 - \$ 3,384.61 from the Dedicated Street Fund – 4% Sales Tax Fund
 - \$ 9,845.91 from the Transportation Benefit District Fund
 - \$ 50,341.22 from the Tourism Fund
 - \$ 4,326.67 from the LEOFF 1 OPEB Reserve Fund
 - \$ 20,172.31 from the Public Facilities Reserve Fund
 - \$ 3,553.18 from the Automotive Equipment Reserve Fund
 - \$ 28,218.96 from the Wastewater Fund
 - \$ 19,558.87 from the Water Fund
 - \$ 869.63 from the Storm & Surface Water Utility Fund
 - \$ 6,556.72 from the Airport Fund
 - \$ 1,401.10 from the Firemen’s Pension Fund
- \$ 237,091.10 Total Vouchers for December 31, 2020
\$ <73,001.72> Voided check for December 15, 2020
\$ 164,089.38 Net Total Transfers

RECOMMENDATION

It is recommended that the City Council approve the December 31, 2020 Claim Vouchers No. 130800 – 130906 and Electronic Funds Transfer Check Nos. 1073 – 1092, 1120202 and 1120203 in the amount of \$237,091.10 and voided Check No. 130747 in the amount of \$73,001.72 for the net total transfer of \$164,089.38.

SUGGESTED MOTION

I move that the City Council approve the December 31, 2020 Claim Vouchers No. 130800 – 130906 and Electronic Funds Transfer Check Nos. 1073 – 1092, 1120202 and 1120203 in the amount of \$237,091.10 and voided Check No. 130747 in the amount of \$73,001.72 for the net total transfer of \$164,089.38.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

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

MEETING OF: January 11, 2021

SUBJECT: Vouchers and Transfers – Payroll in the Amount of \$845,696.44

ISSUE

City Council approval is requested for Payroll Vouchers and Transfers dated December 31, 2020.

DISCUSSION

The administration requests City Council approval for Payroll Vouchers No. 41519-41548, Direct Deposit Payroll Vouchers No. 12905-13008, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 323-326 dated December 31, 2020 in the amount of \$845,696.44, which include the transfer of:

- \$562,881.48 from the General Fund
- \$8,976.37 from the Arterial Street Fund
- \$4,455.00 from the LEOFF1 OPEB Reserve Fund
- \$112,775.27 from the Wastewater Fund
- \$99,423.43 from the Water Fund
- \$24,428.83 from the Storm & Surface Water Utility Fund
- \$32,756.06 from the Airport Fund

RECOMMENDATION

It is recommended that the City Council approve the December 31, 2020 Payroll Vouchers No. 41519-41548, Direct Deposit Payroll Vouchers No. 12905-13008, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 323-326 in the amount of \$845,696.44.

SUGGESTED MOTION

I move that the City Council approve the December 31, 2020, Payroll Vouchers No. 41519-41548, Direct Deposit Payroll Vouchers No. 12905-13008, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 323-326 in the amount of \$845,696.44.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Lilly Wall, Recreation Manager

MEETING OF: January 11, 2021

SUBJECT: Accept the Recreation Park Construction Project as Complete and Release Retainage to KBH Construction After All Statutory Requirements Are Met

ISSUE

The Recreation Park Ballfield Complex and Penny Playground site work is complete. It is recommended that the City Council accept the project as complete, and release retainage to KBH Construction in the amount of \$130,930.08 after all statutory requirements have been met.

BACKGROUND

On July 8, 2019, the City Council approved a construction contract with KBH Construction for improvements to Recreation Park in the amount \$2,167,845 for ballfield renovations and general park amenities, such as walkways.

On September 23, 2019, the City Council authorized an additional \$612,500 for KBH Construction to proceed with work in the field that was not previously authorized by Council. The total amount authorized was \$2,780,345. Work included playground demolition, playground site prep, concrete walkways, sports complex fencing, outfield sod, and excavation and repair of wet areas caused by existing irrigation leaks.

On October 14, 2019, the City Council authorized an additional \$1,200,500 to the existing project budget to complete all major project components: general site work, purchase and install of playground surfacing material, play structures and wish list items. The total amount authorized was the complete project budget in the amount of \$4,146,669 (this includes the Construction Services Agreements with Skillings Connolly, Inc., that totaled \$165,824).

During construction there were added expenses due to unforeseen conditions associated with the project along with wish list items that necessitated twenty-nine change orders. Below is a summary of the change orders that were managed within the spending amount authorized by the City Council and approved and signed by the City Manager.

CO #1 - \$2,915.03, 8/30/2019: Tree removal on the perimeter field 4, clearing and grubbing, NW corner of project limits, additional saw cutting on aquatics center parking lot.

CO #2 - \$1,524.57, 8/30/2019: Change storm sewer structures 4, 6, and 9 from Type 1, to Type 1L. The engineering plans call out for WSDAT Type 1 with an 18" ABS connecting them. Type 1 catch basins only have a 20" knockout, but the 18" ABS pipe that connect them have a 22" outside diameter. They were

replaced with a WSDOT Type 1L storm sewer structure that can accept up to a 24" outside pipe diameter.

CO #3 - \$7,768.57, 8/30/2019: Removal and replacement of ballfield fencing. Remove all existing fence fabric, gates at dugouts, foul lines, and outfields. Protect and retain dugout and backstop posts for reuse.

CO #4 - \$17,303.08, 9/26/19: Additional bullpens, Field #1 and #2. Only two bullpens were shown on the engineering documents, occurring only at the visiting team 3rd base fence line of Field #1 and on the home team 1st base fence line of Field #2. Two bullpens were added as this was not adequate for the full and intended use by coaches and players.

CO #5 - \$ 19,328.03, 9/26/19: Demolish and replace dugout slabs, Fields #1 through #4. Some slabs had shifted, all were significantly cracked. Their location in relationship to the infield design were incompatible for a smooth transition, this change provided ADA access improvements at the dugout gate openings, and on to the playing fields.

CO #6 - \$4,763.22, 9/26/19: Excavate, prepare, and backfill trench for medium voltage transformer relocation. The location of the transformer was directly in-line with home team dugout entrance on Field #3. It was a potential public safety issue and was relocated out of the promenade area to a common-fed utility pole, down the Field #2 first-base foul line. The PUD installed a new power conduit duct bank and relocated the existing transformer.

CO #7 - Deduct \$11,313.50 Value Engineering Changes (materials only), 9/26/19: Eliminate 48" diameter storm sewer structure due to the proximity and placement to an existing and flowing storm water structure. Trench drains at backstops were removed as they were regarded as excessive given the overall surface drainage plans and the effectiveness of the hi-pervious synthetic infield turf material.

CO #8 - \$10,734.66, 9/26/19: Add eleven (11) luminaire pole bases, LED Cobra heads, and anchors at walkways. The engineering design provided only for the placement of underground conduits near and around the new cast-in-place concrete walkways where future luminaires were planned to be installed.

CO #9 - Construction Schedule Extension and Increased Time Limits, 10/23/19: The 60 working days performance period by all accounts was an aggressive schedule. This compounded with unforeseeable wet weather conditions during the summer, and with over twenty-five (25) change orders, give reason for this change with no penalties levied or additional compensation assessed by either party. The revised substantial completion date of December 16, 2019, or an additional 21 working days.

CO #10 - \$88,324.00, 10/23/19: Penny Playground site preparation, demolition, clearing, underdrainage, and rough grading.

CO #11 - \$86,508.11, 10/23/19: Removal and replace of ballfield fencing, Phase #2 (supply and install). Cost includes the purchase of fencing, fence installation, and painting of backstop and dugout poles salvaged from original fencing.

CO #12 - \$91,627.00, 10/23/19: Replace mechanically seeded outfields with imported sod, Fields #1 through #4. Due to inclement weather, the outfield soil placement and grading moved into November 2019, far beyond any reasonable opportunity to seed the fields. A sand based natural turf sod was obtained and installed to ensure the complex would be ready for active play in the Spring of 2020.

CO #13 - \$17,508.20, 10/23/19: Add permeable fabric over outfield underdrains, Fields #1 through #4. The permeable drainage filter fabric was incorporated in the design documents for the synthetic turf infields, it was not included for the outfields. This lack of filter fabric did not meet the City's long-term priority of assuring drainage for the entire field. In order to not foul the underdrain system a permeable drainage filter fabric was added to protect the lateral drain lines in the outfields.

CO #14 - \$795.21, 11/1/19: Install valve, sewer/water boxes, and cast lids at bathroom and field house. Several old and damaged valve/cleanout boxes and lids occurring within new concrete sidewalks and Promenade area needed replacement.

CO #15 - \$3,890.86, 11/1/19: Over-Excavate and repair soil at Fields #1, #2, and #4. There were several areas in the outfields known for remaining overly wet during dry summer periods. Old and leaking irrigation systems were the issue. Proper abandonment and soil repair were done.

CO #16 - \$13,700.00, 11/1/19: Install, wire, and test eleven (11) luminaires. This work provided for the assembly, installation, wiring, and testing of the new area lighting.

CO #17 - \$20,788.37, 11/5/19: Disposal of unsuitable soils. The soil removed from the ballfields that were designed to be used for landscaping around the perimeter of the park were unsuitable for use as it was full of clay.

CO #18 - Deduct \$12,830.00 Value Engineering Changes, 11/21/19: Irrigation system changes were made. The adopted alternatives to design were evaluated for budget, performance, quality, and reasonable life cycle cost assessments. All performance requirements, and product warranties, remained unchanged.

CO #19 - \$26,540.97, 11/21/19: Additional project-wide area lighting. With the addition of new perimeter field pathways beyond the outfield fence lines of Fields #1 and #2, five (5) luminaire Cobra LED heads were added to existing field lighting timber poles to provide pedestrian lighting for the new walkways. Also, an existing field lighting timber pole was removed from the promenade and the bank of lights were remounted on an existing pole.

CO #20 - Construction Schedule Extension and Increased Time Limits, 12/2/19: The revised substantial completion date of December 23, 2019, or an additional 7 working days.

CO #21 - \$16,573.04, 12/2/19: Removal, wiring, and installation of new scoreboards at Fields #1 and #2. The existing columns and footings at both fields were removed and replaced with new steel beams and concrete footings that met the engineered installation specifications. This also included the replacement of the flagpole lighting on Field #1.

CO #22 - \$6,691.95, 12/4 /19: Vehicle gate and safety bollards. A lockable single-arm vehicle gate was added to the primary emergency access to the ballfields and two safety bollards with concrete foundations were added to protect a medium voltage transformer.

CO #23 - \$2,201.87, 12/4/19: Install owner-supplied foul poles at Fields #1 and #2. Install foul poles sleeves for removable poles on Fields #3 and #4.

CO #24 - Deduct \$633.19, 2/12/2: Installed bird spikes on field lighting heads on Field #1 and Field #2 to dissuade birds from perching on the light poles and creating a mess on the walkways and synthetic turf fields. The bird spikes fell; the contractor did not charge.

CO #25 – this number was not used

CO #26 - \$200,850.00, 3/17/20: Penny Playground Site Work. Improvements include storm water collection and discharge, potable water supply, landscape irrigation, import fill and permeable rock for base course and final grading, create perimeter berm, all concrete work within the playground area and shade shelter, add four (4) luminaire pole bases, LED Cobra heads and anchors, and accent lighting in three (3) locations.

CO #27 - Construction Schedule Extension, Substantial Completion and Partial Beneficial Occupancy 3/17/20: This extends project completion and final acceptance date to June 30, 2020. By obtaining beneficial occupancy of the ballfields as substantially complete, this allows the City to occupy and have full use of the ballfields for their intended use and relieves the contractor from any damages that may arise from its use.

CO #28 - \$10,162.00, 3-17-20: Penny Playground site work to include 6-inch expansion of standard concrete sidewalk for perimeter fence posts and the concrete shade shelter pad.

CO #29 - \$27,277, 3-30-20: Monthly perimeter fence rental extension, electrical work, and fixtures for pergola & statue, prep and pour 10' X 20' ft concrete pad at entry, prep and pave access area between parking lots, fabricate and install information signs, top soil for restoration.

CO #30 - \$19,608.97, 8-30-20: Bond fees due to the increased value of the project.

FISCAL IMPACT

The completed Recreation Park Ballfield Project and Penny Playground Site work cost of \$2,833,151 was funded by State and Federal grants, local grants, a community fundraising effort lead by the Chehalis Foundation, Twin Cities Sports Commission, Lewis County Public Facilities District and a City-secured loan (funded by LTAC with annual payments for loan reimbursement).

RECOMMENDATION

It is recommended that the City Council accept the Recreation Park Project Construction Contract with KBH Construction as complete and authorize release of retainage in the amount of \$130,930.08 after all statutory requirements have been met.

SUGGESTED MOTION

I move that the City Council accept the Recreation Park Project Construction Contract with KBH Construction as complete and authorize release of retainage in the amount of \$130,930.08 after all statutory requirements have been met.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Tammy Baraconi, Planning and Building Manager

MEETING OF: January 11, 2021

SUBJECT: Professional Services Agreement with Loowit Consulting Group, LLC for Shoreline Master Plan Update

ISSUE

Completion of the comprehensive and periodic updates to the Shoreline Master Plan.

DISCUSSION

The comprehensive update for the Shoreline Master Plan (SMP) started in early 2015. To date, the shoreline areas have been identified and a draft of the code has been written and provided to Ecology. The Department of Ecology provided staff with the most recent set of comments on the draft code in November 2020.

The work needed to complete the SMP are:

1. No Net Loss of Ecological Functions
2. Cumulative Impacts Scenario
3. Complete the Restoration Plan Section
4. Review Shoreline Designation Maps

In addition to the comprehensive update, the City is required to perform a periodic review every five years to ensure compliance with changes in State and Federal statutes as well as relevant court cases that impact the regulation of the shoreline. Our most recent periodic review was scheduled to begin in 2019 and with completion in 2020.

Because of the technical scope of work remaining to be complete, staff has requested the assistance of Tim Haderly of Loowit Consulting Group, LLC. Located in Castle Rock, Mr. Haderly has worked on wetlands and shorelines in Lewis County for more than 20 years.

After completion of the technical portion of the work, staff will then undergo the final approval process. This process lays out as follows:

1. Public Hearing with Planning Commission making a recommendation to City Council.
2. Review by the City Council and issuance of resolution adopting the SMP with a tentative effective date.
3. 90-day review with Department of Ecology.
4. Codification by City of Chehalis.

FISCAL IMPACT

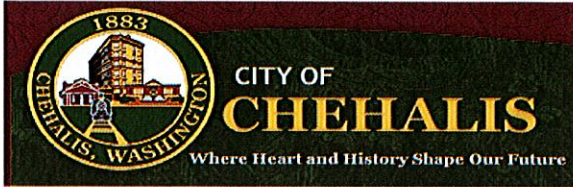
The Department of Ecology is providing the City with a grant of \$16,800 to complete the remaining work on the Shoreline Master Plan.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to sign the Professional Services Agreement with Loowit Consulting Group, LLC to allow for the completion of the Shoreline Master Plan.

SUGGESTED MOTION

I move that the City Council authorize the City Manager to enter into a Professional Services Agreement with Loowit Consulting Group, LLC on behalf of the City of Chehalis for the purpose of completing the necessary updates to the Shoreline Master Plan.



Community Development Department
1321 S. Market Blvd., Chehalis, WA 98532
360.345.2229/Fax: 360.345.1039
www.ci.chehalis.wa.us email: comdev@ci.chehalis.wa.us

**AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN THE CITY OF CHEHALIS
AND LOOWIT CONSULTING GROUP, A
WASHINGTON LIMITED LIABILITY COMPANY.**

THIS AGREEMENT, is made this day of January 2021, by and between the City of Chehalis (hereinafter referred to as "City"), a Washington Municipal Corporation, and Loowit Consulting Group, a Washington Limited Liability Company. (hereinafter referred to as "Consultant"), doing business at 312 Gray Road, Castle Rock, WA 98611.

WHEREAS, Consultant is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Consultant for the provision of providing assistance with updating the Shoreline Master Program including:

1. Complete No Net Loss of Ecological Function Section
2. Complete Cumulative Impacts Section
3. Complete limited Restoration Plan Section
4. Provide review of Shoreline Designation Maps

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work.** Consultant shall perform work as described in Section 4 Services Performed, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The Consultant shall not perform any additional services without the expressed permission of the City.
2. **Payment.**
 - A. The City shall pay Consultant at the hourly rate of \$120 per hour and mileage at the rates established by the Internal Revenue Service for the services described in this Agreement.
 - B. Consultant shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within thirty (30) days after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.

- C. If the City objects to all or any portion of any invoice, it shall so notify Consultant of the same within ten (10) business days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
- 3. Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Consultant shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Consultant or his employees, agents, representatives or subcontractors. Consultant will be solely and entirely responsible for his acts and for the acts of Consultant's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Consultant performs hereunder.
- 4. Services Performed.** Update of City of Chehalis Shoreline Master Program limited to:
- Complete No Net Loss of Ecological Function Section
 - Complete Cumulative Impacts Section
 - Complete limited Restoration Plan Section
 - Provide review of Shoreline Designation Maps
- 5. Duration of Work.** Consultant shall perform the work described in Section 4 Services Performed, at the City's request, as needed.
- 6. Termination.**
- A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time, for any reason. Termination shall be effective upon thirty (30) days written notice to the Consultant.
- B. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Consultant to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
- 7. Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Consultant, its subcontractors or any person acting on behalf of Consultant shall not, by reason of race, religion, color, sex, marital

status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

- 8. Indemnification / Hold Harmless.** The Consultant shall fully protect, defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The Consultant's obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries, damages, losses and suits arising out of or in connection with the acts and omissions of Consultant's employees, contractors, consultants and agents.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

- 9. Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Amounts and Scope of Insurance. Consultant shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal

injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability with limits no less than \$1,000,000 per claim and
- B. \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- A. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
 - B. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - C. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.
 - D. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - E. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
- 10 **City's Right of Supervision, Limitation of Work Performed by Consultant.** Even though Consultant works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Consultant shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

- 11 Work Performed at Consultant's Risk.** Consultant shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 12. Ownership of Products and Premises Security.**
- A. All reports, plans, specifications, data maps, and documents produced by the Consultant in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Consultant agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
- 13. Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Consultant.
- 14. Assignment.** Any assignment of this Agreement by Consultant without the written consent of the City shall be void.
- 15. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 16. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
- 17. Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The court of jurisdiction shall be the Superior Court of Lewis County.

- 18. Public Records Disclosure.** Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within five business days.

Consultant's failure to timely provide such records upon demand shall be deemed a breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Consultant shall fully indemnify and hold harmless the City as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF CHEHALIS

CONSULTANT

By: _____
City Manager

By: 

01/7/2021

CITY CONTACT
Jill Anderson, City of Chehalis
350 N. Market Street
Chehalis, WA 98532
Phone: 360.345.1042

CONSULTANT CONTACT
Timothy J. Haderly
Loowit Consulting Group, LLC
312 Gray Road
Castle Rock, WA 98611
Phone: 360.431.5118

ATTEST/AUTHENTICATED

By: _____
City Clerk, Caryn Foley

APPROVED AS TO FORM

By: _____
City Attorney, Erin Hillier

Hillier, Scheibmeir & Kelly, P.S.
299 NW Center Street
P.O. Box 939
Chehalis, WA 98532
360.748.3386



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2020

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com	
INSURED Loowit Consulting Group, LLC 312 Gray Road Castle Rock WA 98611	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Hiscox Insurance Company Inc 10200	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES

CERTIFICATE NUMBER:

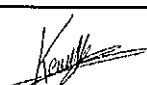
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE OTH-ER	
A	Professional Liability		UDC-2276399-EO-20	06/04/2020	06/04/2021	Each Claim: Aggregate:	\$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2020

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hiscox Insurance Company Inc 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Loowit Consulting Group, LLC 312 Gray Road Castle Rock WA 98611		

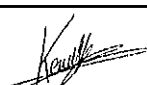
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		UDC-2276399-CGL-20	06/04/2020	06/04/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Tammy Baraconi, Planning and Building Manager

MEETING OF: January 11, 2021

SUBJECT: Professional Services Agreement with Gary Cooper of Local Planning Solutions for Annexation Planning and UGA Expansions

ISSUE

Due to an upcoming maternity leave within the Planning and Building Department and a heavy workload, staff is seeking assistance with current planning projects as well as updates to the comprehensive plan, update to the zoning code, possible annexations, and a possible UGA expansion.

DISCUSSION

The Planning and Building Department has two Permit Technicians. While there is overlap in their duties, such as customer service, deposits, reports, and issuing building permits, one Permit Tech specializes in building duties and the other in current planning duties. The Permit Technician that has been working on planning duties will be going out in March for approximately 90 days on maternity leave.

Also, during this time, staff will be working on updating our comprehensive plan, laying the ground work for updates to the zoning code, working on possible annexations and a possible UGA expansion that has been requested by Joe Enbody and Trevor Westlund for the area adjacent to the Newaukum Golf Course.

In order to perform this work successfully and as quickly as possible, staff is seeking the assistance of Gary Cooper from Local Planning Solutions. Located in the Tenino area, Mr. Cooper has over 20 years of experience in land use planning. Currently, he is the on-call planner for the cities of Entiat, Rock Island, and Vader. He also has an extensive background in annexations, from feasibility studies to completion. Mr. Cooper can commit 19 hours per work to assist us with our current and long-range planning needs.

FISCAL IMPACT

The maximum the City can anticipate paying for services from Local Planning Solutions is \$2,280 per week.

The City will be asking a developer and the Port of Chehalis to participate in funding this contract work. While all parties have indicated a willingness to discuss this, at this time no one has committed to any amounts.

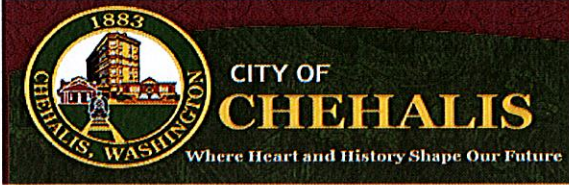
When amounts are decided upon, staff will bring them back to the Council for approval in the form of a Developer's Agreement. This is a civil agreement between the City and the developer, providing assurances for both sides on payment and product.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to sign the Professional Services Agreement with Gary Cooper of Local Planning Solutions to assist staff with current and long-range planning.

SUGGESTED MOTION

I move that the City Council authorize the City Manager to enter into a Professional Services Agreement with Gary Cooper of Local Planning Solutions on behalf of the City of Chehalis for the purpose of assisting with current and long-range planning issues.



Community Development Department
1321 S. Market Blvd., Chehalis, WA 98532
360.345.2229/Fax: 360.345.1039
www.ci.chehalis.wa.us email: comdev@ci.chehalis.wa.us

**AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN THE CITY OF CHEHALIS
AND LOCAL PLANNING SOLUTIONS.**

THIS AGREEMENT, is made this ____ day of January 2021, by and between the City of Chehalis (hereinafter referred to as "City"), a Washington Municipal Corporation, and Local Planning Solutions (hereinafter referred to as "Consultant"), doing business at 3113 28th Avenue SE, Olympia, WA 98501.

WHEREAS, Consultant is in the business of providing certain services specified herein;
and

WHEREAS, the City desires to contract with Consultant for the provision of such on-call services as Long-Range and Current Planning Services, and Consultant agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work.** Consultant shall perform work as described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Consultant shall not perform any additional services without the expressed permission of the City.
2. **Payment.**
 - A. The City shall pay Consultant at the hourly rate set forth in Exhibit B, for the services described in this Agreement.
 - B. Consultant shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within thirty (30) days after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Consultant of the same within ten (10) business days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Consultant shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Consultant or his employees, agents, representatives or subcontractors. Consultant will be solely and entirely responsible for his acts and for the acts of Consultant's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Consultant performs hereunder.
4. **Services Performed.** City of Chehalis On-Call Long-Range and Current Planning Services.
5. **Duration of Work.** Consultant shall perform the work described in Exhibit at the City's request, as needed.
6. **Termination.**
 - A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time, for any reason. Termination shall be effective upon thirty (30) days written notice to the Consultant.
 - B. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Consultant to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Consultant, its subcontractors or any person acting on behalf of Consultant shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. **Indemnification / Hold Harmless.** The Consultant shall fully protect, defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The Consultant's obligations under this section shall specifically include, but are not limited to, responsibility for claims,

injuries,

damages, losses and suits arising out of or in connection with the acts and omissions of Consultant's employees, contractors, consultants and agents.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

9. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability with limits no less than \$1,000,000 per claim and

- B. \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
 - A. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
 - B. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - C. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.
 - D. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - E. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
- 10 **City's Right of Supervision, Limitation of Work Performed by Consultant.** Even though Consultant works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Consultant shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 11 **Work Performed at Consultant's Risk.** Consultant shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the

work.

12. Ownership of Products and Premises Security.

- A. All reports, plans, specifications, data maps, and documents produced by the Consultant in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
- B. While working on the City's premises, the Consultant agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.

13. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Consultant.

14. Assignment. Any assignment of this Agreement by Consultant without the written consent of the City shall be void.

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

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

17. Resolution of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

18. Public Records Disclosure. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within five business days.

Consultant's failure to timely provide such records upon demand shall be deemed a breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Consultant shall fully indemnify and hold harmless the City as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF CHEHALIS

CONSULTANT

By: _____

By: Gary Cooper

City Manager

CITY CONTACT

Jill Anderson, City of Chehalis
350 N. Market Street
Chehalis, WA 98532
Phone: 360.345.1042

CONSULTANT CONTACT

Gary Cooper, Local Planning Solutions
3113 28th Avenue SE
Olympia, WA 98501
Phone: 360.791.0453

ATTEST/AUTHENTICATED

By: _____

City Clerk, Caryn Foley

APPROVED AS TO FORM

By: _____

City Attorney, Erin Hillier

Hillier, Scheibmeir & Kelly, P.S.
299 NW Center Street
P.O. Box 939
Chehalis, WA 98532
360.748.3386



Exhibit A

Planning Services for the City of Chehalis

Scope of Work

Local Planning Solutions will provide both Long-Range and Current Planning services that are typical responsibilities of a professional local government planner. The following list is representative – but not exhaustive - of the range of duties to be performed:

Current Planning

- Citizen inquiries - calls and emails regarding the City's planning and zoning requirements, assisting with applications.
- Receiving and processing applications on behalf of the City, including but not limited to:
 - Land subdivisions
 - Commercial permits
 - Shoreline permits
 - Critical Areas reviews
 - Special and Conditional Use Permits
- Attendance at Planning Committee and/or City Council Meetings – presenting applications to these decision makers, as needed.
- Drafting staff reports for Planning Committee, City Council, and/or Hearings Examiner, as needed.
- SEPA (State Environmental Policy Act) review – Act as the City's SEPA review officer to ensure that all project requiring SEPA comply with the SEPA rules, and issuing SEPA Threshold Determinations.
- Annexation – a full range of annexation tasks, including analysis, public outreach, presentations to Council, and interaction with partner agencies, such as the Department of Transportation, the Office of Financial Management, etc.

Long Range Planning

- Draft or revise (in conjunction with City Attorney) ordinances.
- Update and amend long range plans, including the City's Comprehensive Plan.
- Provide technical analysis and recommendations for any proposal to revise the City's Urban Growth Area boundaries.
- Zoning amendments.



Exhibit B

Service Hourly Rate

1. \$120 per hour.

Other Charges

1. Travel shall be assessed at the reimbursement rate established in the Washington State Administrative & Accounting Manual, published and updated annually by the Washington State Office of Financial Management.
2. Copying and graphics expenses shall be reimbursed at cost.
3. All other expenses shall be included in the hourly rate, unless prior approval is obtained for unanticipated costs.



Local Planning Solutions

Knowledge, Experience, Results

Local Planning Solutions is a sole proprietor consulting firm specializing in all aspects of local government planning. We offer the level of attention only a small company can provide, but with a range of services and depth of experience that firms many times larger often don't have. With years of experience in permitting and code administration, we can handle any on-call planning needs you have. But we do more. We can help you with your long range planning needs as well, ranging from Comprehensive Plans, Shoreline Master Programs, Parks Plans, and ordinance drafting and amendments. Here are examples of the services we provide:

Current Planning

- On-call planning, including "counter support" and customer service to citizens
- Presentations to City Councils and County Commissioners
- Land Subdivisions
- Shoreline Permitting
- Zoning Administration
- Annexations
- Staff reports
- Working with Hearings Examiners

Long Range Planning

- Comprehensive Plan amendments and updates
- Shoreline Master Program amendments and updates
- Parks Plan amendments and updates
- Annexation feasibility studies
- Ordinance drafting
- Zoning amendments and overlay zones
- Public engagement, including staffing special committees and presentations to citizen groups
- Staffing Planning Commissions

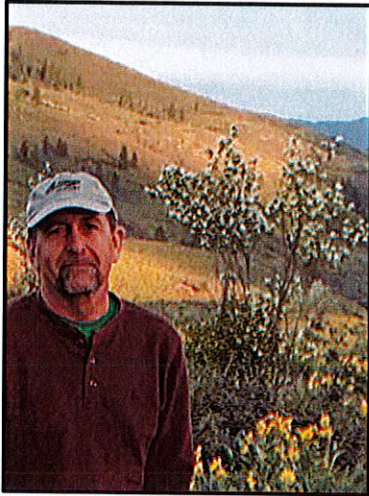
Grant Writing

- Parks and recreation grants
- Water quality grants
- Water resource grants



Local Planning Solutions

Knowledge, Experience, Results



Gary Cooper, Owner

My passion is local government. My greatest rewards and satisfaction come from working with citizens, interest groups, and local officials to make things happen in communities. Effective planning is not a science; it is an art that is developed over time through years of experience working in a variety of organizations, and with people who have diverse backgrounds and interests. It's enhanced by a desire to solve problems instead of creating roadblocks and barriers. My years of experience and education would mean nothing if not reinforced by a consistent focus on results. It's why my company motto is "Knowledge, Experience, Results."

With over 20 years experience in land use, environmental planning and natural resources management I have worked in nearly all areas of local planning. Ranging from the smallest land use approval to large-scale land subdivisions and commercial developments, I have experience on "both sides of the counter" with Conditional and Special Use Permits, Master Plan Resorts, Subdivisions, Shoreline Permits, SEPA and Critical Areas Ordinances. I have completed annexation feasibility studies and several annexations. I have also completed a wide array of long range plans, including Comprehensive Plans, Parks Plans, Shoreline Master Program updates, and zoning overlay zones. Here are several examples of projects I have recently worked on:

Current Planning

- On call planning for the Cities of Entiat, Rock Island, and Vader, WA
- Master Planned Resort Application for Tierra Learning Center in Chelan County
- Fresh and marine shoreline permitting applications in Thurston and Chelan Counties
- Edgewater Estates land subdivision in Douglas County
- Special Use Permits in Thurston County
- 5 Annexations for the cities of Tumwater and Olympia, WA

Long Range Planning

- Annexation feasibility studies for the Cities of Lacey and Tumwater
- Supplemental Environmental Impact Statement (SEIS) for Chambers Creek Regional Park Master Plan – Pierce County
- Apple Capital Loop Trail Overlay Zone District – Douglas County
- Parks and Recreation Plan Update – Entiat, WA
- Comprehensive Plan Updates for Kittitas County, Rock Island, WA and Napavine, WA

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Trent Lougheed, P.E., Community Development Director
Brandon Rakes, Airport Operations Coordinator

DATE: January 11, 2021

SUBJECT: Request from Bass Enterprises (dba Dutch Brothers Coffee) to Assign its Lease to Dutch Brothers, LLC.

ISSUE

The Chehalis-Centralia Airport currently leases approximately 0.8 acres to Bass Enterprises, Inc. dba Dutch Bros Coffee. The owner of Bass Enterprises desires to assign the lease to Dutch Bros., an Oregon LLC. This request follows a previous request approved by the City Council on August 10, 2020.

BACKGROUND

Bass Enterprises owns and operates a Dutch Bros Coffee location in Chehalis. This location has been leased from the City of Chehalis, Chehalis-Centralia Airport since 2015. The owner of the business is requesting to assign the lease to Dutch Bros., an Oregon LLC.

At the August 10, 2020 City Council Meeting, a request from Bass Enterprises for an Assumption of Lease by BB Holdings, a Washington LLC, was considered and approved by the City Council. The document was never fully executed by Bass Enterprises. Since that time Bass Enterprises has requested to assign their lease to Dutch Bros., an Oregon LLC.

TERMS OF THE PROPOSAL

All lease terms would remain in full force and effect.

FISCAL IMPACT

There would be no fiscal impact to the City of Chehalis, Chehalis-Centralia Airport.

RECOMMENDATION

It is recommended that the City Council approve acceptance of the assignment by Bass Enterprises, Inc. to Dutch Bros., an Oregon LLC.

SUGGESTED MOTION

I move that the City Council approve acceptance of the assignment by Bass Enterprises, Inc. to Dutch Bros., an Oregon LLC.

ASSIGNMENT OF LEASE

This Assignment of Lease (this "Assignment") is entered into as of the Effective Date indicated in Section 1 below by and between Bass Enterprises, Inc., a Washington corporation ("Assignor" and "Tenant"), and Dutch Bros., LLC, an Oregon limited liability company ("Assignee").

BACKGROUND

Assignor is the tenant under that certain lease dated June 23, 2015 by and between City of Chehalis ("Landlord") and Tenant for property located at _____, a copy of which is attached to this Assignment as Exhibit A (the "Lease").

Assignor desires to assign all of its right, title and interest in the Lease to Assignee, and Assignee desires to accept such assignment and assume all obligations under the Lease arising after the Effective Date (defined below), all in accordance with the terms and conditions set forth in this Assignment.

ASSIGNMENT AND ASSUMPTION

The parties agree as follows:

1. Assignment. This Assignment will be effective upon the first to occur of the following: (1) March 31, 2021, or (2) the closing date of the agreement between Assignor and Assignee whereby Assignee will purchase from Assignor the business now operated at the demised premises under the Lease (the "Effective Date"). On the Effective Date, Assignor assigns all of its right, title and interest in the Lease to Assignee.

2. Assumption. Assignee hereby accepts this Assignment and agrees to assume and perform all of Tenant's obligations under the Lease that arise or accrue after the Effective Date. Except as set forth in this Section 2, Assignee assumes no liabilities or obligations of Assignor accruing prior to the Effective Date.

3. Indemnification.

3.1 Indemnity by Assignor. Assignor hereby agrees to indemnify, defend, protect and hold harmless Assignee from and against any and all losses, liabilities, claims, costs and expenses (including reasonable attorney fees) arising out of or in any way related to (a) Assignor's failure to perform its obligations under the Lease or this Assignment, or (b) use of the premises demised under the Lease (the "Premises") by Assignor or its agents, employees, contractors, customers or invitees up to and including the Effective Date.

3.2 Indemnity by Assignee. Assignee hereby agrees to indemnify, defend, protect and hold harmless Assignor from and against any and all losses, liabilities, claims, costs and expenses (including reasonable attorney fees) arising out of or in any way related to (a) Assignee's failure to perform its obligations under the Lease or this Assignment, or (b) use of the Premises by Assignee or its agents, employees, contractors, customers or invitees after the Effective Date.

4. Certain Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows:

4.1 The Lease is in full force and effect. Except as stated herein, there are no amendments or modifications of any kind to the Lease. Except as set forth in the Lease, there are no promises, agreements, understandings, or commitments between Assignor and the Landlord relating to the Premises.

4.2 No portion of the Premises is subleased, and there has been no assignment of the Lease, or any rights therein, to any person or entity.

4.3 No uncured default, event of default, or breach by Assignor or (to Assignor's knowledge) by Landlord, exists under the Lease, and no facts or circumstances exist that, with the passage of time or the giving of notice, or both, will or could constitute a default, event of default, or breach under the Lease.

4.4 To Assignor's knowledge, there are no active disputes or controversies with Landlord or neighboring property owners or tenants over ingress and egress to the Premises.

4.5 Assignor is obligated to pay rent to the Landlord at the rate and under terms set forth in Section 4 of the ground Lease attached hereto as Exhibit A. Assignor is current with respect to and is paying the full rent and other charges stipulated in the Lease, with no known offsets, deductions, defenses or claims.

4.6 All insurance required to be carried by Assignor pursuant to the Lease is in full force and effect.

4.7 Assignor has timely paid all utilities, real and personal property taxes, and other amounts owed under the Lease.

5. Property Removal. Assignor hereby agrees not to remove any improvements, alterations, fixtures or equipment from the Premises.

6. Lease Terms. The current term of the Lease ends _____, and Tenant three (3) additional options to extend the Lease for an additional 10-year term. The current monthly base rent is _____. [Note: Any blanks in this Section 6 will be completed and initialed by the parties on or before the Effective Date].

7. Counterparts and Electronic Signatures. This Assignment may be executed in counterparts. Such counterparts taken together shall constitute one and the same agreement. It is agreed that an electronic signature shall evidence and constitute valid execution of this Assignment and shall be binding upon the signing party. At the request of either party, the parties will confirm electronically transmitted signatures by signing an original document.

8. Miscellaneous. Except as specifically provided herein, this Assignment does not amend the Lease. The Lease is unmodified and is in full force and effect. This Assignment will be governed by and construed in accordance with the laws of the State of Washington. This Assignment may be executed in any number of counterparts, all of which when taken together will constitute one agreement binding on all parties.

The parties have executed this Assignment effective as of the date first written above.

ASSIGNOR:
Bass Enterprises, Inc.

ASSIGNEE:
Dutch Bros., LLC
By Dutch Mafia, LLC, its Member

LANDLORD:

Landlord hereby releases Assignor from any future liability under the lease and releases Assignor from any guaranties provided by Assignor or Assignor's, officers, directors, members, agents, or others.

Exhibit A
Lease
[See attached.]

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

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

MEETING OF: January 11, 2020

SUBJECT: Award Above-Ground Fuel Storage Tanks Project to Mascott Equipment Company, Inc.

ISSUE

The Chehalis-Centralia Airport would like to award the bid from Mascott Equipment Company, Inc., for the above-ground fuel storage tanks and associated hardware required for dispensing fuel, which will be funded by a low-interest loan granted by the WA Community Airport Revitalization Board. The bid was for two new 12,000-gallon above-ground fuel storage tanks, fuel dispensing equipment, and appurtenances. Work for on-site installation will be bid separately and presented to the City Council for consideration at a later date. The fuel storage tanks have an estimated 14 to 16 week lead time for delivery.

DISCUSSION

The above-ground fuel project will replace the underground fuel storage facilities that are nearing the end of their useful life expectancy, increasing the risk of an environmental hazard due to fuel leaking. The existing tanks are limited to 6,000 gallons of fuel for 100LL and Jet-A fuel, which adversely limits the amount of fuel on hand. Often, this requires partial fuel load orders to have enough fuel on hand to meet demand. Having the ability to store more fuel on-site will ensure there is enough fuel to meet pilots' needs and increase strategic capabilities for emergency response.

In late 2019, the City Council approved the application to the WSDOT Community Aviation Revitalization Loan Board (CARB) on behalf of an above-ground fuel system project at the Airport. In early 2020, the loan was accepted by the City of Chehalis. Over the last year, planning, design, and coordination have taken place. A solicitation for bids was advertised in December 2020.

Three bids were received:

- Razz Construction, Inc. \$558,312,00
- Granite Petroleum, Inc \$611,161.21
- Mascott Equipment Co. \$449,503,00

Delivery of the tanks by all bidders would be anticipated for late spring or early summer of 2021.

FISCAL IMPACT

The total cost for purchasing two new 12,000-gallon above-ground fuel storage tanks, fuel dispensing equipment, and appurtenances, including taxes, is \$449,503 from Mascott Equipment Co.

The original overall anticipated cost for the entire project consisting of the tanks, fuel dispensing equipment, appurtenances, and site preparation was anticipated at \$1,234,500. The tank costs alone were anticipated to be \$450,000, which is consistent with the proposal before the City Council at this time. The remainder of the project costs will be dedicated to engineering, site preparation and installation of the new systems.

This project will be partially funded by the \$750,000 loan obtained through the CARB Loan Program intended for revenue-generating projects at public-use airports within Washington State. The interest rate on the 20 year loan is two-percent (2%). The plan is to use Airport Funds to pay for the project costs not included in the CARB Loan.

This project is included in the Airport's 2021 budget. A portion of the project was included in the 2020 budget. Those funds were not entirely expended, and a budget amendment will be needed later in the year. It is anticipated that this project will come in below the initially expected overall cost.

RECOMMENDATION

It is recommended that the City Council:

1. Award the bid to Mascott Equipment Co. for \$449,503;
2. Authorize an additional 5% contingency budget of \$22,475.15; and
3. Authorize the City Manager to execute change orders that do not exceed a total purchase price of \$471,978.15.

SUGGESTED MOTION

I move that the City Council:

1. Award the bid to Mascott Equipment Co. for \$449,503;
2. Authorize an additional 5% contingency budget of \$22,475.15; and
3. Authorize the City Manager to execute change orders that do not exceed a total purchase price of \$471,978.15.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Tammy Baraconi, Planning and Building Manager

MEETING OF: January 11, 2021

SUBJECT: Second reading of Ordinance No. 1015-B, Amending CMC 17.78
Uses/Occupancy, prohibiting new congregate housing – Suspension of Rules
to Schedule Second Reading for January 25, 2021

ISSUE

On December 14, 2020, Ordinance No. 1015-B was passed on First Reading. In order to complete the State Environmental Protection Act (SEPA) requirements, it is requested that the City Council schedule the Second Reading for January 25, 2021, which would also require a suspension of the City policy to conduct the first and second readings at consecutive meetings.

DISCUSSION

Ordinance No. 1015-B, which would amend CMC 17.78 to establish a minimum dwelling size of 310 square and prohibit new congregate housing was presented to the City Council on December 14, 2020. The proposed amendments would also define a dwelling unit has having an individual kitchen, bathroom, and closet as defined in the International Building Code and the International Residential Code. These requirements would only apply to new development or changes in use.

The SEPA decision and the subsequent public comment period typically occurs after the First Reading. This allows the City Council to provide comment and possible changes prior to the SEPA process. In this case, the public comment/appeal period ends on January 12, 2021.

Resolution 6-2017, Section 12, sets forth that the first and second reading of all ordinances must occur at consecutive meetings. In order to complete the SEPA public comment process, it is requested that the City suspend Section 12 of the Resolution and allow the Second Reading of Ordinance No. 1015-B to be held on January 25, 2021. If the Council decides not to suspend the Second Reading and if the Council decides to pass Ordinance No. 1015-B, it is requested that the effective date be January 13, 2021 to allow for the completion of the SEPA public comment process.

The additional time will also allow the staff to address the Council's request for information related to parking requirements for new development or changes in property use in the Downtown that came up during the discussion of the proposed ordinance in December. While the parking issues would be dealt with as a separate matter, it is expected that there will be questions when Ordinance No. 1015-B is discussed on second reading.

FISCAL IMPACT

There are no fiscal impacts associated with the proposed delay.

RECOMMENDATION

Staff recommends that the City Council suspend Section 12 of Resolution 6-2017 and allow Ordinance No. 1015-B, Amending CMC 17.78 Uses/Occupancy to have a second reading at the January 25, 2021 Council meeting.

SUGGESTED MOTION

I move that the City Council suspend Section 12 of Resolution 6-2017 to allow Ordinance No. 1015-B, Amending CMC 17.78 Uses/Occupancy to have a second reading at the January 25, 2021 Council meeting.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Tammy Baraconi, Planning and Building Manager

MEETING OF: January 11, 2021

SUBJECT: First reading of Ordinance No. 1016-B Amending CMC 17.09, Permit Processing to Clarify and Simplify the Procedures

ISSUE

Consistency, clarity, and simplification of permit processing procedures are things we can do that will assist developers, as well as staff, in moving projects toward completion. In order to do this, staff has reviewed CMC 17.09 Permit Processing and is recommending some changes for consideration by the City Council.

DISCUSSION

It has been brought to staff's attention that the processing of permits was inconsistent from project to project and developer to developer. At times, the process is more onerous than necessary. Staff has reviewed the permit processing code and worked with the Planning Commission to develop a permit processing code that is familiar to developers and only enacts what is necessary as defined in various State regulations.

After working with the Planning Commission through public workshops to draft this document and before it went to the PC for the public hearing, staff routed the document to various developers in the community and the hearing examiner seeking input. All comments were positive, and no significant changes were requested. Mr. Unzelman, the Chehalis Hearing Examiner commented that he was happy to see the changes and welcomed them.

On November 10, 2020 the Planning Commission held a public hearing to review these changes. No members of the public were present to comment. After careful deliberation, the Planning Commission voted unanimously to recommend approval of the code changes to the City Council.

A summary of the proposed changes to the permit processing code are provided below.

- The name of the chapter changes from Organization and Enforcement to Permit Processing.
- Permits are divided into four different review types. Type 1 is strictly administrative, Type 2 is administrative with public notice, Type 3 is quasi-judicial (hearing examiner), Type 4 is legislative (City Council).

Conditional use permits, subdivisions, and planned unit developments are currently heard by the Planning Commission. It is proposed that the hearing examiner would make these decisions. The final plat approval for all subdivisions would come to the City Council for approval. This occurs after the infrastructure has been constructed and all conditions of approval have been met.

- Procedures for processing each of these types of permits are laid out in a more organized fashion.
- Code pertaining to the Planning Commission, Historic Preservation Commission, Hearing Examiner, building official, Fire chief, and Public Works Director are found elsewhere in the Chehalis Municipal Code. Inclusion here only takes up room and provides no necessary information for the purposes of permitting.
- Language is established for completeness review. Completeness review is important as projects are vested at the point of a complete application. Without clear criteria of what that looks like, it can change from one applicant to another.
- CMC 17.09.100 was erroneously left in the document approved by the Planning Commission. Staff recommends approval of this CMC 17.09 with the removal of CMC 17.09.100.0
- SEPA threshold determinations are found in other portions of the code as well as here. This section is not meant to replace CMC 17.15 but rather provide a summary of the permit processing. Review of CMC 17.15 through CMC 17.27 will be conducted later this year, after completion of the Shoreline Master Plan updates.

A significant change in the SEPA language is to allow for judiciary appeals of SEPA decisions. This will bring our code in line with State regulations.

- Duties of the Development Review Committee (DRC) are reorganized and laid out in a clearer manner. Additional time is provided for staff to review the applications and provide comment. Currently the code states we have three (3) days to get new applications to the DRC. The WA State regs allow for up to 28 days. The proposed code doesn't establish a timeline, falling back on the State regs. While on paper it appears that we are slowing the process, this allows staff time to completely research projects before we comment, thus eliminating 'false starts' on projects.

Staff is also sensitive to the need for single family homes in our community. As a result, we have removed them from needing DRC approval. This allows us to route permits for single family homes more quickly, ensuring that these permits continue to be reviewed as quickly as possible.

- Site Plan review has been added to the code. This is a tool that provides developers with surety. By applying for site plan approval along with a SEPA decision and other land use actions, developers can receive approval of a project before they have spent money designing the building and civil engineering plans. Site plan approval is also a tool that many developers will use in securing funding for their projects.
- General language is added for permitting, notice of decision, and notice of public hearing. This language is consistent with State regulations, making it clear how notices will be posted, when

they will be posted, and what the notices will contain. It also allows for the department to develop additional procedures for notification that may be necessary.

- The appeals section of the code has been reorganized and modified, removing language stating that we must record all hearing examiner procedures with a cassette tape and makes the appeal process consistent with RCW 36.70C.

It further cleans up the appeal language, eliminating administrative appeals by members of the DRC, establishes that all appeals are now quasi-judicial and made to the hearing examiner, thus providing more predictability to the decision.

- Code for the conditional use permits, variances, binding site plans, planned unit developments, master planned developments, and rezones, zoning and comprehensive plan amendments all provide a more detailed outline of the process and procedures.
- Language for the appendices is being removed from CMC 17.09 as the appendices in general are being phased out.

FISCAL IMPACT

There are no direct financial impacts associated with the proposed changes.

RECOMMENDATION

It is recommended that that the City Council approve Ordinance No. 1016-B, amending CMC 17.09 Permit processing with the exclusion of CMC 17.09.100.

SUGGESTED MOTION

I move that the City Council pass on first reading Ordinance No. 1016-B, amending CMC 17.09 Permit processing with the condition that CMC 17.09.100 be removed.

ORDINANCE NO. 1016-B

AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, REVISING PERMIT PROCESSING TO ESTABLISH PERMIT TYPES, A DEVELOPMENT REVIEW COMMITTEE, AND REVIEW AND APPEAL PROCEDURES; REPEALING AND REPLACING CHAPTER 17.09 OF THE CHEHALIS MUNICIPAL CODE; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Chehalis, Washington, has an established a permitting process codified under Organization and Enforcement Section 17.09 of the Chehalis Municipal Code; and

WHEREAS, over time, the permit processing has become less uniform, less consistent, and subject to varying interpretation or application; and

WHEREAS, the City Planning Commission held public workshops and worked with staff to draft proposed revisions to Section 17.09 in effort to improve clarity, efficiency, and consistency of the permitting processes; and

WHEREAS, the Planning Commission held a public hearing to review proposed revisions on November 10, 2020; and

WHEREAS, after careful deliberation, the Planning Commission voted unanimously to recommend approval of the proposed code revisions to the City Council; and,

WHEREAS, the City Council of the City of Chehalis, Washington, having considered the recommendation from the Planning Commission, and does hereby find that proposed revisions of CMC Section 17.09 are appropriate and in the manner set forth below is in the best interest of the public.

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

Section 1. Repeal.

The following ordinances shall be, and the same hereby are, repealed:

Section 2, Ordinance No. 750-B passed June 23, 2003

Section 8, Ordinance No. 769-B passed July 12, 2004

Section 7, Ordinance No. 819-B passed June 25, 2007
Section 9, Ordinance No. 847-B passed September 28, 2009
Section 3, Ordinance No. 912-B passed June 22, 2013

Section 2. New Chapter. A new chapter 17.09 of the Chehalis Municipal Code relating to Permit Processing is hereby adopted as set forth in **Exhibit A** as attached.

Section 3. Severability. If any provision of this chapter or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the chapter which can be given effect without the invalid provision or application, and to this end revisions of this chapter are declared to be severable.

Section 4. Effective Date. This Ordinance shall become effective five (5) days after the date of publication by summary.

PASSED by the City Council of the City of Chehalis, Washington, and **APPROVED** by its mayor this ____ day of _____, 2021.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

Chapter 17.09

PERMIT PROCESSING

Sections:

- 17.09.010 Introduction.
- 17.09.020 Project review classification.
- 17.09.030 Permit classification table.
- 17.09.040 Preapplication conferences.
- 17.09.050 Procedures for Type 1 review.
- 17.09.060 Procedures for Type 2 review.
- 17.09.070 Procedures for Type 3 review.
- 17.09.080 Procedures for Type 4 review.
- 17.09.090 Completeness review.
- 17.09.100 Public notice/Notice of application.
- 17.09.110 SEPA threshold determinations.
- 17.09.120 Determination of consistency.
- 17.09.125 Development review committee (DRC).
- 17.09.130 Site plan review.
- 17.09.140 Permit processing.
- 17.09.150 Notice of decision.
- 17.09.155 Notice of public hearing.
- 17.09.160 Appeals.
- 17.09.170 Performance.
- 17.09.180 Public notice requirements.
- 17.09.185 Conditional use permits.
- 17.09.190 Variances.
- 17.09.195 Binding site plans.
- 17.09.200 Planned unit developments.
- 17.09.205 Master planned developments.
- 17.09.210 Rezones, zoning and comprehensive plan amendments.

17.09.010 Introduction.

The purpose of this chapter is to provide for effective and efficient review of land use and development applications with consistent procedures for similar projects, and to combine procedural and substantive environmental reviews with the review of project permit applications under other applicable requirements. This chapter is intended to provide a framework within which the consistency of project permit applications with the city comprehensive plan and development regulations shall be determined.

17.09.020 Project review classification.

Four types of review are established for the purposes of administering this title. The permits included in each Type, the public notice requirements, the hearing body, the decision maker, and appellate body are summarized in Section 17.09.030.

A. The city manager or his/her designee is authorized to determine the classification of review for any permit or approval not identified on the following table.

B. It is the goal of the city to consolidate the permit processing for projects or development activities that require two or more permits or approvals. The city manager or his/her designee shall determine the appropriate means of consolidating the processing of all permits and shall assign the highest Type review classification of the individual permits being sought to the consolidated permit application (with Type 4 being the highest followed by Types 3, 2, and 1). This consolidation may include integrating public hearings, establishing unified comment periods, and/or

concurrent reviews. The city manager or his/her designee is authorized to make modifications to the procedural requirements of this title in order to effectively consolidate project reviews.

1. Except for the appeal of a SEPA determination of significance, no more than one open record public hearing and no more than one closed record appeal may occur on a single permit application or master application.

2. A public meeting(s) may be held prior to an open record hearing. A public meeting may include but is not limited to a scoping meeting for the preparation of a draft environmental impact statement or presentation of a final environmental impact statement, an informational meeting, and/or a neighborhood meeting. The proceedings at a public meeting may be recorded and a report or recommendation may be included in the project permit application file.

17.09.030 Permit classification table.

Types of Permit /Approval/Action		Public Notice/Notice of Application	Hearing Body	Decision Maker	Appellate Body
Type 1 Review	-Building Permit -Sign Permit -Fire Safety Permit -Civil Permit -Certificate of Appropriateness -Certificate of Design Review -Certificate of Occupancy -Clearing and Grading Permit -Code Enforcement Action -Code Interpretation -Shoreline Permit -Shoreline Letter of Exemption -Boundary Line Adjustment -Short Plat Approval (4 lots or less) -SEPA Action (not requiring public notice) -Site Plan Approval -Special Event Permit -Temporary Use Permit	None	None	City Manager or his/her designee	Hearing Examiner
Type 2 Review	-Critical Area Permit -Floodplain Development Permit -SEPA Action -Shoreline Substantial Development Permit -Variance (with Type 1 or 2 permit)	Yes	None	City Manager or his/her designee	Hearing Examiner
Type 3 Review	-Conditional Use Permit -Binding site plan -Preliminary Plat (5 or more lots) /Final -Planned Unit Development -Master Planned Development -Reasonable Use Exception -Shoreline Conditional Use Permit -Shoreline Variance -Variance (with Type 3 permit)	Yes	Hearing Examiner	Hearing Examiner/ City Council	Superior Court/ Shoreline Hearings Board
Type 4 Review	-Approval for Final Plat of subdivisions -Comprehensive Plan/ Land Use Map Amendment -Development Regulation Amendment -Rezone -Shoreline Master Program Amendment	Yes	Planning Commission/Hearing Examiner	City Council	Superior Court/ Growth Management Hearings Board

17.09.040 Preapplication/pre-submission conferences.

Prior to formal submittal of a Type 2, 3, or 4 permit application, applicants are encouraged to request a preapplication conference with city staff and representatives of appropriate public agencies. The date, time and place of such conferences shall be established by policy. Preapplication conferences can occur outside the date, time, and place established by staff at the mutual agreement of both staff and applicant. Such conferences are intended as an informal discussion and review of possible applications to assist the applicant in discovery of appropriate city regulations, standards, application materials, and review processes that would be required of a project. A preapplication conference does not vest a proposed project permit application.

17.09.050 Procedures for Type 1 review.

Applications subject to a Type 1 review involve administrative action by the city manager or his/her designee without public notice or an open record public hearing. The city hearing examiner shall conduct an open record public hearing for appeals of decisions on Type 1 permits unless otherwise noted in this title.

A. Applications for Type 1 permits shall be processed by the city in accordance with the following general procedures unless the applicant is otherwise notified in writing:

1. Completeness review and determination of complete application;
2. Determination of consistency;
 - a. Site plan and downtown design review, as appropriate;
 - b. Application and applicable fees paid;
3. Issuance of a SEPA threshold determination, if required; and
4. Notification to the applicant of approval or denial of the application.

17.09.060 Procedures for Type 2 review.

Applications subject to a Type 2 review involve administrative action by the city manager or his/her designee following distribution of a public notice and the opportunity to submit written comments. The city hearing examiner shall conduct an open record public hearing for appeals of decisions on Type 2 permits unless otherwise noted in this title.

A. Applications for Type 2 permits shall be processed by the city in accordance with the following general procedures unless the applicant is otherwise notified in writing:

1. Preliminary site visit/inspection by city staff and/or preapplication meeting, if appropriate;
2. Completeness review and determination of complete application;
3. Determination of Consistency.
 - a. Site plan and downtown design review, as appropriate;
 - b. Application and applicable fees paid;
4. Issuance of a notice of application;
5. Issuance of a SEPA threshold determination, if required;
6. Review of public comments; and
7. Issuance of a notice of decision.

17.09.070 Procedures for Type 3 review.

The city hearing examiner shall conduct an open record public hearing before making a decision on Type 3 permit applications. The decision of the hearing examiner is subject to appeal in superior court or, in the case of shoreline permits, to the shoreline hearings board.

A. Applications for Type 3 permits shall be processed by the city in accordance with the following general procedures, unless the applicant is otherwise notified in writing:

1. Preliminary site visit/inspection by city staff and/or preapplication meeting, if appropriate;
2. Completeness Review and Determination of Complete Application.
 - a. Site plan and downtown design review, as appropriate;
 - b. Application or letter and all fees paid, as applicable;
3. Distribution of a notice of application;
4. Issuance of a SEPA threshold determination, if required;
5. Preparation of a staff report containing relevant information about the application and a determination of consistency. This report may also include a staff recommendation and shall be distributed to the public prior to the open record public hearing;
6. An open record public hearing shall be conducted by the hearing examiner, during which the applicant shall be given the opportunity to present the proposed project and interested parties shall be allowed to make comments and submit written testimony; and
7. Hearing examiner review of the record and issuance of a notice of decision.
8. Note: State law requires that final approval of plats involving five or more lots must be made by the city council. All final plats will be reviewed by the Hearing Examiner for consistency with the preliminary approval before going to the City Council for final plat approval.

17.09.080 Procedures for Type 4 review.

Decisions on all Type 4 permit applications shall be made by the city council following an open record public hearing conducted by the planning commission or hearing examiner.

A. Applications for Type 4 permits shall be processed by the city in accordance with the following procedures, unless the applicant is otherwise notified in writing:

1. Preliminary site visit/inspection by city staff and/or preapplication meeting, if appropriate;
2. Completeness review and determination of complete application;
3. Distribution of a notice of application;
4. Issuance of a SEPA threshold determination, if required;
5. Preparation of a staff report and staff recommendation that shall be forwarded to the planning commission and be made available for public review prior to the open record public hearing;
6. Distribution of the proposed amendments to state agencies, as appropriate, for review and comment;
7. An open record public hearing shall be conducted by the planning commission, during which the applicant shall be given the opportunity to present the proposed amendment, and interested parties shall be allowed to make comments and submit written testimony;
8. A review of the complete record by the planning commission and the adoption of a recommendation to the city council;
9. The recommendation of the planning commission along with a complete copy of the record shall be provided to the city council for review prior to their decision;
10. City council review and action; and
11. Issuance of a notice of decision.

17.09.090 Completeness review.

All applications shall be submitted on such forms and in accordance with such procedures as may be prescribed by the city; provided, that:

- A. All applications shall be signed by the property owner or show owner consent of the application by the agent acting on the owner's behalf;
- B. All applicable fees shall be submitted at the time of application unless otherwise specified;
- C. A completed SEPA checklist shall be filed at the same time as an application for all permits, except when:
 - 1. The city has determined the activity to be categorically exempt from the requirements of SEPA; or
 - 2. The city and applicant agree that an EIS is required; or
 - 3. SEPA compliance for the proposed project has already been completed; or
 - 4. SEPA compliance has been initiated by another agency;
- D. Within twenty-eight days of submittal, the city shall conduct a review of all application materials to determine if the application is complete and ready for processing. The city shall then make a determination of completeness and shall provide the applicant with written notification which states:
 - 1. That the application is complete and ready for processing or that the application is incomplete and what is necessary to make the application complete;
 - 2. To the extent known by the city, other agencies that may also have jurisdiction over the application; and
 - 3. To the extent known by the city, other permits or approvals that may be required;
- E. Nothing in this title shall limit the city from incorporating the notice of application and determination of completeness into one document;
- F. The issuance of a determination of a complete application shall not preclude the city from requesting additional information from the applicant in order to complete the processing of an application;
- G. If the city determines an application is not complete, or that additional information is necessary to complete the review of the application, and the applicant fails to respond to the request from the city in the established time frames, the city shall notify the applicant in writing that the application has lapsed and become void.

17.09.100 Public notice/Notice of application.

When review procedures require a notice of application, the following shall apply:

- A. **Timeline.** The notice shall be provided within fourteen days after the determination of completeness is issued.
- B. **Content.** The notice of application shall include the following:
 - 1. The file number assigned;
 - 2. The date of application, date of the notice of completeness, and the date of the notice of application;
 - 3. A description of the proposed project action and a list of permits included with the application and, if applicable, a list of requested studies;
 - 4. Identification of known permits not included with the application;
 - 5. Identification of existing environmental documents that evaluate the proposal;

6. The location where the application and any studies can be reviewed;
 7. A statement of the public comment period which shall not be less than fourteen or more than thirty days. Shoreline substantial development, conditional use and variance permit applications require a public comment period of not less than thirty days;
 8. A statement of the rights of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision and any appeal rights;
 9. Any other information determined appropriate by the city.
- C. Legal Notice. Notice shall be provided in the following manner as applicable:
1. Mail. The notice shall be sent by USPS first class mail to the following:
 - a. The applicant;
 - b. Affected city departments via e-mail or interoffice mail;
 - c. State, federal and local agencies with jurisdiction; and
 - d. Any person who requests such notice in writing to the department.
 2. Posting of the Property. Notice shall be posted according to the following:
 - a. At least one location on or adjacent to the subject property that shall be clearly visible and legible from an adjacent street or public area;
 - b. The director shall determine the specifications to the construction and installation of the notice boards;
 - c. The posting shall remain in effect for the duration of the public notice period.
 3. Publishing Notice. A published notice in the city's official newspaper of general circulation within the city boundaries and on the city's website is required. The content shall include the following:
 - a. Project location;
 - b. Project description;
 - c. Type of permit(s) required;
 - d. Comment period and dates;
 - e. Location where the complete application may be viewed.
- D. Integration of Notices. The city will integrate the notice of application with SEPA review whenever possible. Notification for a notice of application should be combined with the notification for threshold determination and the scoping for a determination of significance whenever possible.
- E. Issuance of Decisions. Except for a threshold determination, the city may not issue a decision or a recommendation on a permit until the expiration of the public comment period.
- F. Public Comments. Comments shall be as specific as possible. Comments shall be received by the last day of the comment period specified in the notice. If no comments are received by the date specified in the notice from an affected city department or agency with jurisdiction, which notification was sent to, then it is presumed that the department or agency has no comments.

17.09.110 SEPA threshold determinations.

A threshold determination is required for any proposal that is not categorically exempt within ninety days that an application and supporting documentation has been deemed complete. All threshold determinations shall result in a determination of nonsignificance (DNS), or a determination of significance (DS); provided, that the city may also issue a mitigated determination of nonsignificance (MDNS) based on conditions attached to the proposal, or on changes to or clarifications of the proposal made by the applicant.

A. After submission of an environmental checklist and prior to a threshold determination, the city shall notify the applicant if it is considering issuing a DS. As a result, the applicant may clarify or change features of the proposal to mitigate the impacts which make the DS likely. If a proposal continues to have a probable significant adverse environmental impact, even with the mitigating measures, an EIS shall be prepared.

B. If a preliminary SEPA threshold determination was not made in conjunction with a notice of application, and no probable significant adverse impacts are anticipated, a determination of nonsignificance shall be issued and a fifteen-day comment period may be required.

C. If a predecision open record public hearing is required, the SEPA threshold determination must be issued at least fifteen days before the hearing.

D. If the city makes a SEPA determination of significance (DS) concurrently with the notice of application, the notice of application shall be combined with the determination of significance and scoping notice.

E. Whenever the city makes a threshold determination, it shall seek to include the public notice for the SEPA action with the notice of application or notice of decision for any associated land use application(s) or permits; provided, that:

1. If no public notice is required for the permit or approval, the city shall give notice of the DNS or DS by publishing a notice in the city's newspaper of record;
2. Whenever the city issues a DS, all public notices shall state the scoping procedure for the required EIS; and
3. Whenever the city issues a DEIS (draft EIS), or SEIS (supplemental EIS), notice of the availability of those documents shall be given by at least two of the following methods:
 - a. Indicating the availability of the DEIS or SEIS in any public notice required for an associated land use application or permit;
 - b. Posting the property, for site-specific proposals;
 - c. Publishing notice in the city's newspaper of record;
 - d. Notifying public or private groups which have expressed interest in a certain proposal or in the type of proposal being considered;
 - e. Notifying the news media; and/or
 - f. Publishing notice in agency newsletters and/or sending notice to agency mailing lists.

F. Mitigation measures incorporated in the MDNS shall be deemed conditions of approval of the permit decision and may be enforced in the same manner as any term or condition of the permit or enforced in any manner specifically prescribed by the city.

G. Nothing in this section shall limit the authority of the city in its review or mitigation of a project to adopt or otherwise rely on environmental analyses and requirements under other laws, as provided by Chapter 43.21C RCW.

17.09.120 Determination of consistency.

As part of all project and application reviews, the city shall determine if a proposed project or development activity is consistent with applicable city development regulations, and the goals, policies, and objectives of the adopted comprehensive plan.

17.09.125 Development review committee (DRC).

The purpose of the Development review committee is to oversee orderly growth and development through a predictable review process that provides a developer with all the necessary information to successfully develop while ensuring that all levels of government have participated in the process as necessary.

A. Site Plan Review, when required by Development Review Committee membership.

1. Site plan review and/or DRC approval shall be required prior to the initial or additional use of land or activity, where city services will be provided within the boundaries of the Chehalis comprehensive plan. Specifically:
 - a. The construction or location of any residential building in which two or more dwelling units would be contained;
 - b. The construction or location of any public, commercial or industrial building;
 - c. Annexations;
 - d. Rezones;
 - e. Subdivisions, short and long;
 - f. Capital improvement projects that exceed the SEPA threshold or trigger CAO review;
 - g. As required by this zoning code.
2. Prior to applying for site plan review, a developer may file with the DRC a summary site plan or proposal, with adequate copies, which shall contain in a rough and approximate manner all the information required in the site plan application. The purpose of the summary site plan is to enable a developer filing the plan to obtain the advice of the DRC as to applicability of the intent, standards and provisions of this chapter to the plan. After filing of a summary site plan, the DRC shall make available to the developer its written advice regarding the compatibility of the preliminary site plan with the intent, standards and provisions of this chapter. This preliminary advice is not to be construed as an approval or disapproval outright of the proposal nor should it be interpreted as vesting of the project.
3. An application, in completed form, shall be filed for site plan review and approval with the appropriate department. An application shall not be in completed form under this section if it fails to contain any of the information and material required under CMC 17.09.130(B).
4. The DRC shall consist of the following department members: the planning and building manager, the city manager, the building official, and the water/wastewater utilities administrator, the city engineer, the public works director, the fire chief, the fire marshal, the police chief, the airport manager, the port manager, the city attorney, and/or their designee.

B. Review by the DRC.

1. The DRC shall approve, disapprove or approve with conditions any site plan submitted in compliance with Chapter 17.09 CMC. The action taken by the DRC will be submitted to the building official for subsequent action on the building permit application. An applicant can request a preliminary site plan review with the understanding that the committee response is advisory in nature and is not intended to be construed as final approval or vesting of the project.

2. The DRC shall review a site plan and approve, or approve with conditions, site plans which conform to the standards, provisions and policies of the city as expressed in its various adopted plans and ordinances. The DRC shall make the determination of complete application to the applicant as required in Chapter 17.09 CMC and shall make a determination of consistency in accordance with Chapter 17.09 CMC on projects that require DRC approval. Whenever the DRC disapproves a site plan, it shall set forth in writing the findings which shall specify the particular standards, provisions and policies to which the site plan fails to conform and the reasons why it fails to conform.
3. The decision of the DRC shall be final unless appealed in accordance with Chapter 17.09 CMC.

C. Appeals.

1. The hearing examiner shall not approve or disapprove a site plan or proposal different from that approved or disapproved by the DRC. The intent of this section is to ensure that the hearing examiner and the DRC make decisions based on the same set of plans or proposal. If the hearing examiner receives a site plan or proposal different from that considered by the DRC, the site plan or proposal shall be referred back to the DRC for further consideration.

The hearing examiner shall hear site plan applications referred with other applications or appealed to the hearing examiner and approve, or approve with conditions, site plans which conform to the standards, provisions and policies of the city as expressed in its various plans and ordinances. Similarly, the hearing examiner shall disapprove site plans which do not conform to such standards, provisions and policies.

17.09.130 Site plan review.

The purpose of a site plan review is to help ensure that new development activities do not adversely affect the public health, safety and welfare of residents of Chehalis, and that new development activities are compatible with existing patterns of development and the provisions of the Chehalis comprehensive plan. All required site plans shall be approved by the DRC.

A. A site plan review shall be required for all proposed development activities in the residential (R-1, R-2, R-3, R-4, and R-UGA) and the commercial and industrial zones (EPF, C-O, C-N, C-G, C-F, CBD, I-L, and I-H), , unless waived in writing by the city. Single family homes are exempt from formal DRC approval but must still submit a site plan consistent with CMC 17.09.130(B). Development that does not require a building permit is exempt from this requirement.

1. In addition to a site plan review, proposed development activities located within the special districts must also comply with Title 17, Division IV. Special Districts.
2. Development activities subject to a site plan review shall be determined by the city and shall include new construction, modifications to existing uses or structures that increase the size of the building or the intensity of the use, and/or changes of use.
3. The site plan review shall include the whole site, including subsequent phases of development without regard to existing or proposed lot lines.
4. A site plan review permit is separate from and does not replace other required permits such as a conditional use permit or a shoreline substantial development permit. A site plan review may be combined and reviewed concurrently with other permits and approvals, as determined by the city.
5. The site plan review must be conducted prior to, or with the approval of the city concurrent with, the review of any required building permit or clearing and grading permit applications.

B. A complete site plan review application shall be submitted in a format prescribed by the city and may include, but is not limited to, the following on plans that are drawn to scale:

1. The location and dimension of the lot(s).
2. Existing topography and natural features.

3. Proposed grading and drainage facilities, including areas to be preserved or protected for the implementation of low impact development stormwater features in accord with the provisions of the Chehalis Engineering Design Manual.
4. The footprint of existing and proposed structures, proposed building heights, proposed building setbacks, and the proposed uses.
5. The location of existing and proposed roads, access plans, parking facilities, loading areas, curbs, drains, paving, hydrants, sign and light pole locations, walls, fences, walks, approaches, and proposed landscaping plans.
6. The location of existing and proposed water, storm, and sanitary sewer lines and facilities.
7. The nature, location, dimensions of environmentally sensitive areas, shorelines, or floodplain areas and their associated buffers, if any, on or adjacent to the site.
8. All required technical reports prepared by experts with demonstrated qualifications in the area(s) of concern.
9. Any additional information deemed necessary by the city.

C. The city may approve a proposed site plan in whole or in part, with or without conditions, if all of the following findings of fact can be made in an affirmative manner:

1. The project is consistent with the Chehalis comprehensive plan and meets the requirements and intent of the Chehalis Municipal Code, including the type of land use and the intensity/density of the proposed development.
2. The physical location, size, and placement of the development on the site and the location of the proposed uses within the project minimize impacts to any critical resource or floodplain area to the greatest extent possible or are compatible with the character and intended development pattern of the surrounding properties.
3. The project makes adequate provisions for water supply, storm drainage, sanitary sewage disposal, emergency services, and environmental protection to ensure that the proposed project would not be detrimental to public health and safety.
4. Public access and circulation including non-motorized access, as appropriate, are adequate to and on the site.
5. Adequate setbacks and buffering have been provided. Any reduction to setbacks or buffer widths is the minimum necessary to allow for reasonable economic use of the lot and does not adversely impact the functional value of the critical resource area or adjoining land uses.
6. The physical location, size, and placement of proposed structures on the site and the location of proposed uses within the project are compatible with and relate harmoniously to the surrounding area.
7. The project adequately mitigates impacts identified through the SEPA review process, if required.
8. The project would not be detrimental to the public interest, health, safety, or general welfare.

D. Authorization of a site plan review shall be valid for one year after the effective date and shall lapse at that time unless a building permit has been issued.

1. The city may extend the site plan review one time for an additional year if it finds that the regulations on which the site plan review is approved have not changed substantially.
2. Knowledge of expiration date and initiation of a request for extension of approval time is the sole responsibility of the applicant. The city shall not be held responsible for notification of expirations. All requests for additional time must be submitted to the community development department at least 30 days prior to expiration of site plan approval.

17.09.140 General permit processing.

A. Applications determined to be complete and accepted for processing may be approved or disapproved by the city in accordance with the procedures in this chapter; provided, that:

1. The city may request additional information from the applicant at any time and may suspend the processing of an application(s) pending the receipt of requested information.

a. Such requests shall be made in writing and shall identify the additional information required, the reason for the information, and the time frames for submitting the additional information.

b. If the applicant does not respond to the request for additional information within one year, the application may be terminated.

B. The city may approve, approve subject to conditions, or deny an application based on the information included in the record.

1. In approving an application, the city may impose such conditions and safeguards as may be required to comply with the provisions of this title and to protect the public health, safety, and welfare. These conditions and safeguards may include, but are not limited to, the following:

a. Measures identified during the environmental review process including but not limited to;

i. Flood plain development

ii. Stormwater compliance

iii. Creeks and streams

iv. Slopes

b. Measures necessary to comply with the provisions of the Chehalis comprehensive plan;

c. Measures necessary to comply with provisions of the Chehalis Municipal Code, including but not limited to; and/or

i. Airport overlay zone

ii. Historic districts

iii. Port of Chehalis

iv. Urban Growth Area

d. Measures necessary to ensure compatibility of the proposed development activity with neighboring land uses, and consistency with the intent and character of the zoning district. This may include, but is not limited to:

i. Increasing the required lot size, setback or yard dimensions;

ii. Limiting the height of buildings or structures;

iii. Controlling the number and location of vehicular access points;

iv. Requiring the dedication of additional rights-of-way for future public street improvements identified in an adopted transportation plan;

v. Requiring the designation of public use easements and the recording of same;

- vi. Increasing or decreasing the number of required off-street parking and/or loading spaces as well as designating the location, screening, drainage, surfacing or other improvement of a parking area;
- vii. Limiting the number, size, height, shape, location and lighting of signs;
- viii. Requiring view-obscuring fencing, landscaping or other facilities to protect adjacent or nearby properties;
- ix. Requiring site reclamation upon discontinuance of use and/or expiration or revocation of the project permit;
- x. Limiting hours and size of operation; and
- xi. Controlling the siting of the use and/or structures on the property.

2. The city may deny an application based on finding that the proposed action:

- a. Would have a probable, significant, adverse impact on the environment that cannot be reasonably mitigated;
- b. Is not consistent with the goals and policies of the Chehalis comprehensive plan;
- c. Information required by the city in order to complete the processing was not provided in accordance with the provisions of this title; or
- d. Does not comply with the provisions of the Chehalis Municipal Code.

17.09.150 Notice of decision.

A notice of decision shall be issued for all Type 2, 3 and 4 permit applications. A notice of decision may not be issued until the expiration of the comment period on the notice of application.

A. Notices of decision shall include:

- 1. A description of the decision or actions taken;
- 2. Any mitigation or conditions of approval required under applicable development regulations or under SEPA;
- 3. If a SEPA threshold determination has not been issued previously, the notice of decision shall state this determination; and
- 4. A description of applicable appeal procedures.

17.09.155 Notice of hearing.

When review procedures require a notice of hearing, the following shall apply:

A. Notice Integration. A notice of hearing is required for public hearings. A notice of hearing may be integrated with the notice of application.

B. Notice Content. A written notice of hearing shall contain the following information:

- 1. The name of the applicant or designated contact;
- 2. A description of the affected property (not including any legal description);
- 3. Project summary/description of each project permit application;
- 4. The application/project file number;
- 5. The date, time and place of the hearing;

6. A statement that all interested persons may appear and provide testimony;
7. A statement where information may be examined or obtained, and the staff contact and phone number;
8. A statement how written testimony or comments may be submitted;
9. The SEPA threshold determination along with any appropriate statement regarding any shared or divided lead agency status and phased review, and stating the end of any final comment period;
10. The deadline (date, time and place) for submitting a SEPA appeal;
11. A statement regarding any administrative appeal process including SEPA appeal.

C. **Appeal Notification.** Notification for a hearing on an open-record or closed-record appeal shall be provided in the following manner:

1. **Mail.** The notice shall be sent by USPS first class mail, e-mail or interoffice mail to the following:
 - a. The applicant/appellant;
 - b. Parties of record;
 - c. Affected agencies;
 - d. Parties requesting notice; and
 - e. Other persons whom the department believes may be affected by the action.

D. **Project Permit Notification.** Notification for a hearing on a project permit shall be provided in the following manner as applicable:

1. **Mail.** The notice shall be sent by first class mail or higher to the following:
 - a. The applicant;
 - b. All property owners of real property (as shown by the records of the Lewis County assessor's office) within three hundred feet of the subject property; and
 - c. Any person providing a written request to the department;
 - d. Where any portion of a property abutting the subject property is owned, controlled, or under the option of purchase by the applicant, all property owners within a three-hundred-foot radius of the total ownership interest shall be notified by mail as referenced above.

2. **Posting of the Property.** The notice shall be posted in the same manner and location(s) as the notice of application set forth in CMC 17.09.100.

3. **Publishing Notice.** A published legal notice in the city's official newspaper of general circulation within the city boundaries is required. The content of the published notice shall include the following information:

- a. Project location;
- b. Project description;
- c. Type of permit(s) required;
- d. Comment period and dates;
- e. Location where the complete application may be viewed.

- E. Notice Deadlines. Notice shall be given at least fourteen days before the hearing date except:
1. Shoreline permits pursuant to WAC 173-27-110(3) shall be given at least fifteen days.
 2. An integrated notice of hearing and notice of application shall be given at least fifteen days.
 3. An integrated notice of hearing and notice of a SEPA threshold determination shall be given at least fifteen days.
- F. Continuation of Hearing. Continued hearings do not require additional notices of hearing.
- G. Additional Procedures. In addition to the procedures contained in this chapter, the department may develop general procedures for notification, including mailing packets and the format of the notice and an affidavit of posting/ mailing form to be filled out by the party doing notice.

17.09.160 Appeals.

A. Standing to initiate an administrative appeal of Type 1 and 2 reviews is limited to the applicant or owner of the property in which the project permit is proposed, parties of record, affected agencies or tribes, or any person aggrieved by the final decision and who will suffer direct and substantial impacts from approval or denial of the project. The term "parties of record" for the purposes of this title shall mean:

1. Any person who testified at the open record public hearing on the application; or
2. Any person who submitted written comments in response to the notice of application or environmental review; or
3. Any person who submitted written comments concerning the application at the open record public hearing (excluding persons who have only signed petitions or mechanically produced form letters).

B. All appeals of interpretations or actions regarding Type 1 and 2 reviews shall be filed in a format prescribed by the city along with the required fee, within fourteen days of the date of the interpretation or action. If the deadline to file an appeal falls on a weekend or on a city holiday, the deadline shall become the next business day. The city shall mail written notice to all parties of record to apprise them of all open and closed record public appeal hearings and shall place a public notice in the city's newspaper of record at least fourteen days before the open record appeal hearing.

1. The notice of appeal shall specify the claimed error(s) and issue(s) which the appellate body is asked to consider and shall specifically state all grounds for such appeal. Issues or grounds of appeal which are not so identified need not be considered by the appellate body;
2. The appellants and any respondents to the notice of appeal shall have the opportunity to present oral and written arguments during open record appeal hearings. For all closed record appeals, the record shall be limited to information presented during the preceding open record hearing. Oral argument shall be confined to the established record and to any alleged errors in the decision;
3. Following an appeal hearing, the appellate body may affirm, reverse or modify the decision of record and shall adopt its own written findings and conclusions in support of its decision; and
4. The city may require an applicant and/or the appellant to reimburse the city for the cost of preparing materials to be used during open record public hearings or closed record appeals including but not limited to the cost of copying, taping, and/or transcribing a certified record of the proceedings.

C. Appeals of SEPA threshold determinations or SEPA actions shall be combined with any appeals of associated applications or permits.

1. If the final decision incorporates the SEPA threshold determination subject to a fourteen-day comment period, a joint twenty-one-calendar-day appeal period shall be provided on both the project decision and the SEPA threshold determination.

D. All Type 3 and Type 4 land use decisions and the decisions of the hearing examiner on appeals of Type 1 and 2 permits may be appealed by a party with standing to file a land use petition in Washington State Superior Court, unless otherwise specified, in accordance with the provisions of Chapter 36.70C RCW. Such petition must be filed within twenty-one days of issuance of the decision. This process shall be the exclusive means of judicial review except for local land use decisions reviewable by a quasi-judicial body created by state law, such as the shorelines hearings board.

1. Appeals of decisions of shoreline permits shall be heard by the Washington State Shorelines Hearings Board in accordance with the provisions of Chapter 90.58 RCW.

2. Proposed amendments to the city's shoreline master program must be approved by the Washington State Department of Ecology. Appeals of decisions on proposed amendments by the Department of Ecology shall be heard by the Washington State Growth Management Hearings Board in accordance with the provisions of Chapter 90.58 RCW.

17.09.170 Performance.

A. Any action authorized under this title shall be completed within two years from the date of approval, unless otherwise specified by the city. Failure to meet the time limit set shall void the approval; except that the city may authorize a time extension upon request, provided such extension request is filed in writing prior to the required completion date. Such extension request shall detail unique and special circumstances that prohibited the completion of the use authorized.

B. The city may revoke a project permit issued pursuant to this title if it is ascertained that the application included any false information material to the project permit approval, or if it develops that the conditions and safeguards made a part of the terms under which the approval was granted have not been complied with or are not now being maintained.

1. If the city finds the conditions and safeguards made part of the terms under which the project permit was granted have not been complied with or are not being maintained, the city shall prescribe a reasonable time for correction, and if corrections are not made within the time limit, the permit may be suspended or revoked.

2. The suspension or revocation of a permit may be appealed to the city hearing examiner in order to show cause why such permit approval should not be suspended or revoked.

3. An application for a permit previously revoked under this section cannot be submitted until all remedial actions required of the applicant/project sponsor/ property owner have been completed and all fines, penalties, and fees paid.

C. Violation of such conditions and safeguards, when made part of the terms under which the project permit is granted, shall be considered a violation of this title and may result in suspension or revocation of the permit and/or enforcement actions in accordance with the provisions of the Chehalis Municipal Code.

17.09.185 Conditional use permits.

A. The city's policy is to mitigate the impacts of conditional uses through special conditions of approval. Where impacts cannot be mitigated effectively, the review authority shall deny the application. A conditional use may be approved or modified only when all of the following criteria are met:

1. The use is listed as a conditional use in the master use table in CMC 17.78 Use/Occupancy;
2. Is suitable for the proposed site considering size, shape, location, topography, existence of improvements and natural features;

3. Is timely, considering the adequacy of transportation systems, public facilities and services existing or planned for the area affected by the use;
4. The location, size, and functional characteristics of the proposal are such that it can be made reasonable compatible with and have minimal impact on the livability and development opportunities in the neighboring area;
5. Is consistent with the applicable goals and policies of the Chehalis comprehensive plan and the purpose of the underlying zone;
6. Complies with all applicable site plan review requirements; and
7. Does not have significant environmental consequences when compared with other permitted uses in the underlying zone which cannot be mitigated through conditions of approval.

B. The review authority may impose conditions of approval as necessary to protect the public interest, achieve compliance with the Chehalis comprehensive plan, or to mitigate any adverse impacts resulting from approval of uses or impacts subject to this chapter.

C. The review authority, on its own motion, may initiate proceedings consistent with the procedures provided in the Chehalis municipal code, to revoke land use approval for noncompliance with the requirements of the title or conditions of approval listed in the final decision approving the conditional or nonconforming use or development.

D. Decisions may be appealed consistent with the provisions of CMC 17.09.160, Appeals.

17.09.190 Variances.

This section shall govern the issuance of variances for certain provisions of this title.

A. A variance may be granted to the density, dimension, height, setback and development standards; provided, that all other provisions of this title can be met.

B. Under no circumstances shall the city grant a variance to allow a use not permissible under the terms of this title in the zoning district involved, or any use expressly or by implication prohibited in the zoning district by the terms of this title.

C. Variances may be approved by the city based on a finding that such variance will not be contrary to the public interest and the comprehensive plan or where literal enforcement of the provisions of this title would result in undue hardship. A variance shall not be granted unless the city further finds that the applicant has demonstrated all of the following:

1. That special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, do exist; and
2. That because of such special circumstances, strict application of this title would deprive the subject property of rights and privileges enjoyed by other properties in the vicinity under identical zoning district classification; and
3. That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zoning district classification in which the property is situated; and
4. That the special circumstances do not result from the actions of the applicant; and
5. That the granting of a variance will be in harmony with the general purpose and intent of this title, the specific zoning district, and the comprehensive plan.

17.09.195 Binding site plans.

A. Type of application.

General and final binding site plans are Type III applications; such applications shall be processed in accordance with procedures set forth in CMC Title 17. This process does not apply to binding site plans approved before December 31, 2020.

B. Purpose.

This chapter provides for an optional method for the division for lease or sale of commercial or industrial property, condominiums and tiny home parks and/or mobile home parks through the use of a binding site plan as provided for in Chapter 58.17 RCW. This method may be employed as an alternative to the subdivision and short subdivision procedures in this title when consistent with this chapter. The overall process for approving a binding site plan is a two-step process in which general binding site plan approval is obtained first, and specific binding site plan approval is obtained second.

C. Requirements for a complete application.

These requirements are in addition to the minimum application requirements in CMC 17.12.300.

1. General Binding Site Plan.

- a. The application submittal requirements of CMC 17.09;
- b. A copy of the site plan as approved by the city through the grading or building permit, planned unit development or other development application process;
- c. A copy of any existing, recorded or proposed covenants, conditions and restrictions, property owners' association bylaws and incorporation documents, and all other private restrictions or provisions currently applicable or which may become applicable to the subject property;
- d. If an existing residential development, evidence of the vote or appropriate association approval authorizing the submittal of the application;
- e. A copy of a title company certification (current within 60 days from filing of the binding site plan) confirming that the title of the lands as described and shown on the binding site plan is in the name of the owner(s) signing the binding site plan; and
- f. The number of copies as directed by the city.

2. Final Binding Site Plan.

- a. The number of copies as directed by the city;
- b. Required information as set forth in CMC 17.09 and CMC 17.12.300;
- c. Approved plans and documents from the applicable general binding site plan;
- d. A statement indicating that all development on the subject parcel is bound to the binding site plan; and
- d. Reference by recording number to the covenants, conditions and restrictions and property owners' association incorporation documents applicable to the property.

D. Scope – Property allowed to use the binding site plan process.

1. The division of property by binding site plan is limited to the following:

- a. Divisions of land into lots with a zoning classification allowing industrial or commercial uses;

b. A division for the purpose of lease when no residential structures other than manufactured/mobile homes or travel trailers are permitted to be placed upon the land, provided the site plan complies with all applicable manufactured/mobile home park regulations and the zoning code;

c. A division made for the purpose of alteration by adjusting boundary lines, between platted or unplatted lots or both, which does not create any additional lot, tract, parcel, site, or division nor create any lot which contains insufficient area and dimension to meet the minimum requirements for lot circle and lot area as determined by the underlying zoning classification; and

d. A division of land subject to Chapters 64.32 and 64.34 RCW as now in effect or hereafter amended so long as the site plan complies with the standards for condominiums under applicable Chehalis Municipal Code provisions.

2. Concurrent Applications. When an applicant wishes to utilize the binding site plan process, a binding site plan may be applied for and reviewed concurrent with an application for a general binding site plan.

3. Existing Development. Approved condominium developments, approved mobile home parks, approved final planned unit developments and approved building permits for any of the developments identified within this section which have been approved prior to the effective date of this chapter shall hereafter qualify as an approved general binding site plan. The division or redivision of land for sale or lease qualifying under this subsection may be achieved through either the specific binding site plan, subdivision or, if four or fewer lots, the short subdivision process.

4. Binding Site Plan Runs with the Land. After a general or specific binding site plan is filed with the auditor of the county in which the land lies, all persons, parties, their successors, heirs or assigns, who own, have, or will have by virtue of purchase, inheritance or assignment, any interest in the real property of the subject site or portions thereof, shall be bound by the conditions and inscriptions attending the general/specific binding site plan.

E. Procedure – General binding site plan.

1. The general binding site plan shall be considered by the appropriate decision body as provided for within Chapter 17.09 and 17.12.300 CMC.

2. Criteria for Review. The general binding site plan shall be reviewed for consistency with the Chehalis Comprehensive Plan and with the applicable development regulations in the Chehalis Municipal Code.

F. Procedure – Final binding site plan.

1. Filing – Final Binding Site Plan. A final binding site plan shall be filed with the department of community development at such time as the property owner(s) intends to sell or lease a portion of property as approved in a general binding site plan.

2. Limitations. The final binding site plan shall not be used to modify the provisions of the approved general binding site plan, building permit, final occupancy permit, or associated planned unit development other than to divide lots for sale or lease within areas designated for lot development in the general binding site plan.

3. Review Procedures – Final Binding Site Plan. The final binding site plan shall be reviewed for compliance with the conditions of the general binding site plan, building permit, applicable planned unit development conditions and all other applicable regulations in effect at the time of application.

4. Approval and Recording. Upon determination of consistency, the final binding site plan shall be signed by the community development director and the public works director and filed with the county auditor of the county in which the property is located.

G. Special provisions applicable to condominium developments subject to Chapter 64.34 or 64.32 RCW. The following additional conditions shall be required:

1. The improvements constructed or to be constructed thereon are required by the provisions of the binding site plan to be included in one or more condominiums or owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest;
2. The city has approved a general binding site plan pursuant to CMC 17.12.300 and CMC 17.09 for the subject property;
3. All necessary documents are recorded with the county in which such land is located; and
4. The binding site plan contains the following statement on the face of the binding site plan:

All development and use of the land described herein shall be in accordance with this binding site plan, as it may be amended with the approval of the city, town, or county having jurisdiction over the development of such land, and in accordance with such other governmental permits, approvals, regulations, requirements, and restrictions that may be imposed upon such land and the development and use thereof. Upon completion, the improvements on the land shall be included in one or more condominiums or owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest. This binding site plan shall be binding upon all now or hereafter having any interest in the land described herein. [RCW 58.17.040(7)(e)]

5. The general binding site plan for a condominium development shall be deemed approved if the subject property has received final approval of a preliminary subdivision, planned unit development, a building permit, or a final certificate of occupancy has been issued.

H. Modifications.

1. **Binding Site Plan Modifications.** Modifications to a binding site plan shall be processed in the same manner as the original binding site plan.
2. **Information Waiver.** The city manager or appointee may waive the submittal of required information for general and final binding site plans if the information is either recorded or recorded by reference with the auditor and is available in the city's file(s).
3. The city may rescind all or a portion of a general or final binding site plan upon the request of the owner or owners of a legal lot or lots subject to a recorded binding site plan; provided, that any portion of a binding site plan which is rescinded shall be considered to be one lot unless divided by an approved subdivision or short division.
4. Signatures of the owners of those portions of a binding site plan which are not proposed to be altered by an amendment or rescission are not required on the amended binding site plan or application for rescission.

17.09.200 Planned unit developments.

The purpose of this chapter is to provide for public spaces, parks and trails consistent with the adopted community vision and plans, thereby creating an integrated system of linked local and regional trails, public rights-of-way and utility corridors for the use and enjoyment of all Chehalis residents and the general public. PUD's are meant for lands of 10 acres or less and will obtain full build out within 10 years. Lands over 10 acres or developments that will take more than 10 years for full build out must follow the master planned development code. The purpose of the planned unit development (PUD) approval process is to allow flexibility in site planning, building design, open space, parks and trails, circulation facilities and other features, while providing for the orderly development of the city consistent with the Chehalis comprehensive plan and the following objectives:

- A. Allow for planned development equal to or superior to traditional lot-by-lot subdivisions by providing for a mixture of single-family or multifamily residential buildings, including but not limited to single-family homes, townhouses and condominiums in one development that are architecturally and spatially compatible;

B. Promote flexibility, variety and innovation in site and building design subject to provisions of this chapter. Buildings in groups shall be related by common materials and roof styles, but contrast shall be provided throughout the site by the use of varied materials, architectural detailing, building scale and orientation;

C. Encourage efficient street design, utility systems and public services and uses of land that could include development clustering;

D. Provide and ensure preservation and enhancement of usable open spaces, parks and trails;

E. Ensure that pedestrian and vehicular circulation facilities, parking facilities and other pertinent amenities are an integral part of the landscape and provide a safe integration of pedestrian, bicycle and vehicular traffic;

F. Ensure that recreational areas (active and passive) generally are dispersed throughout the development and easily accessible from all dwelling units;

G. Preserve and enhance natural vegetation and natural landscape features of the site; avoid development on steep slopes, wetlands and riparian areas; and protect and enhance critical fish and wildlife habitat areas, pursuant to Title 17, Division III., Environmental Districts;

H. Maintain surface water and groundwater quality through employment of best management practices and recent science in planning and designing stormwater drainage systems that are uniquely adapted to the site and the affected environment;

I. Provide for a multi-modal transportation system;

J. Provide for the transition of new developments into the existing community through innovative design, screening, buffering, building setbacks and other measures to assure compatibility with existing zoning and plan districts, and adjacent existing neighborhoods.

K. PUDs must be approved in conjunction with a site plan review and/or subdivision, whichever is applicable and as a Type 3 review. PUD approval involving uses that are not permitted outright or conditionally in the underlying zone are purely discretionary. Such uses must be approved by the hearing examiner through the conditional use permit process with a positive recommendation from the DRC and adoption of a finding that the proposal is consistent with the policies and procedures of the Chehalis comprehensive plan.

17.09.205 Master Planned Development.

A. Master Planned Development created.

1. There shall be, and hereby is, created a special district to be known as the master planned development (MPD) district. Such districts shall be unique to a specific application and approval process identified in this chapter.
2. Any approved MPD shall be added to Appendix Chapter P and shall include all conditions of approval.

B. Purpose:

The purpose of this district is to protect land within the Chehalis Urban Growth Area (UGA) from premature land division and development that would preclude efficient transition to urban development and impede fulfillment of the goals contained within the Chehalis Comprehensive Plan. The MPD designation shall be applied on sites that are 10 acres or greater in size. The City may apply the MPD designation to lands within the UGA or other lands within the city boundaries.

The MPD is a separate zoning classification that is intended to allow new development which is consistent with the comprehensive plan. More specifically, the purpose of this district is to:

1. Facilitate the efficient use of land and provide for a comprehensive review of integrated development projects;

2. Increase economic feasibility by fostering an efficient arrangement of land uses, buildings, transportation systems, open space and utilities;
3. Preserve or enhance natural amenities, features, shorelines and critical areas in the development of a particular site;
4. Identify significant environmental impacts and ensure appropriate mitigation;
5. Provide certainty regarding the character, timing and conditions of the MPD within an identified geographic area and vest such projects through a public review process;
6. Encourage environmentally sustainable development;
7. Provide needed services and facilities in an orderly, fiscally responsible manner;
8. Create vibrant mixed-use neighborhoods, with a primary focus on housing, but that also includes commercial, civic and recreational opportunities; and
9. Promote consistency with the goals, policies and objectives of the City of Chehalis and Lewis County Comprehensive Plans.

Applicants for MPD will be encouraged to utilize unique and innovative approaches that encourage the efficient and economical use of the land; promote a sound system for traffic and pedestrian circulation; promote open space and use of natural and/or developed amenities; and provide an architecturally attractive, durable, and energy-efficient development.

B. Supporting documentation.

An application for an MPD shall be accompanied by a project narrative and a conceptual master site plan that allows for analysis of overall project concepts and phasing as well as review of how the major project elements work together to implement city goals and policies. Master plan review allows for consideration and mitigation of cumulative impacts from large-scale development and allows for coordination with city capital improvement planning. Master plan review should occur at an early stage in the development of a project, when the scale, intensity and layout of a project are known. Specific application materials include the following:

1. A legal description and site location map of the property showing the location of the site and its relationship to surrounding areas, including existing streets, driveways, major physiographic features such as lakes, streams, shorelines, schools, parks and other prominent features;
2. A conceptual master site plan showing compatibility of development within the master plan area, and compatibility of anticipated uses in areas adjacent to and abutting the master plan area. Unless waived in writing by the city planning department as inapplicable or unnecessary to the understanding of the preliminary MPD, the conceptual master site plan shall show at a minimum the following items:
 - i. Site boundaries;
 - ii. Streets abounding or abutting the site;
 - iii. Existing topographic contours at intervals of not more than five feet, together with conceptual grading, drainage, and landscaping plans;

- iv. Special features, including all existing environmentally sensitive areas (as identified within the city municipal code) accompanied with a text describing conditions or features which cannot be accurately displayed on maps or drawings;
 - v. Existing buildings and indication of future use or disposition;
 - vi. Proposed land uses and densities;
 - vii. Proposed development areas including building footprints, including conceptual elevations or illustrative photos of similar development, identification of types, the number of dwelling units in each residential type and the number of square feet in each commercial type;
 - viii. Proposed location of off-street parking facilities showing points of ingress to and egress from the site;
 - ix. Proposed pedestrian and vehicular circulation pattern and proposed types of circulation facilities;
 - x. Proposed location and dimension of all common open spaces;
 - xi. Proposed location of utilities including water, sewer, storm drainage, solid waste collection, power and communications;
 - xii. Proposed streets and associated improvements and parks and open spaces;
 - xiii. Any other specific information requested by the city planning department or any other applicable provisions of the Chehalis Municipal Code;
3. A preliminary development plan consisting of a written statement for development setting out detailed information concerning the following subjects as they may be involved in the development, including, but not limited to the following items:
- i. Market analysis of proposed use;
 - ii. Proposed ownership method;
 - iii. Proposed operation and maintenance of development and landscaping;
 - iv. Provisions to assure permanence and maintenance of common open spaces through homeowner association formation, condominium development, or other means acceptable to the city;
 - v. General timetable for development, including future phases;
 - vi. Impact on community facilities and services including but not limited to streets, schools, parks, medical, fire, police, water, sewer, storm drainage, solid waste and public transportation;
 - vii. Compatibility with surrounding land uses; and
 - viii. An assessment of how the project is consistent with the purpose of the comprehensive plan and base zone, as well as MPD criteria.

C. Certain exemptions applicable.

An MPD proposal need not consider the requirements or limitations of Division V of this title, Land Use Zones (Zoning), provided:

1. Uses occurring in a MPD development shall include the permitted, accessory and temporary uses identified in CMC 17.78.020 (zoning use chart); except, limited “prohibited” uses may be allowed when the planning commission finds that the nature and design of the development proposal precludes negative impacts between normally incompatible uses, and the SEPA process does not identify any significant adverse impacts. Such “prohibited” uses should be limited to not more than 10 percent of the development proposal and the applicant must demonstrate that negative or nuisance impacts will not be created by the proposal;
2. Any request for a variance from any applicable requirements of this title shall require a consideration of other reasonable site design alternatives, and demonstrate wherein such alternatives are inconsistent with CMC 17.39.030, Intent/purpose;
3. No building or structure shall be higher than its distance to the MPD district boundary, and in no case higher than the capability of the city’s fire department response apparatus as determined by the fire chief;
4. The applicant shall demonstrate that the proposed parking configuration is consistent with recognized industry standards for the applicable uses; and
5. The provision of essential public services identified in the proposal shall be approved by the purveyor of such services.

D. Consistency with Division II of this title, Subdivisions.

1. Any aspect of an MPD proposal which requires consistency with Division II of this title, Subdivisions, shall be submitted for review and approval as required in Division II of this title.

No MPD proposal shall be approved until all applicable requirements of Division II of this title have been accomplished.

E. Consistency with Division III of this title, Environmental Districts.

1. Any aspect of an MPD proposal which requires consistency with Division III of this title, Environmental Districts, shall be submitted for review and approval as required in Division III of this title.
2. No MPD proposal shall be approved until all applicable requirements of Division III of this title have been accomplished.

F. Consistency with Division VII of this title, General Provisions.

Any aspect of an MPD proposal which requires consistency with any applicable section of Division VII of this title, General Provisions, shall cause the city to incorporate such requirements as a condition of approval. Such requirements shall be made a matter of record during the applicable review process.

G. Application for MPD.

An MPD, approved in accordance with the procedures of this chapter, shall be limited to those which are specifically approved in MPD development plan including recreational and open spaces, and shall achieve a net urban density of four units per acre. MPDs may specifically permit all proposed uses and developments which can be shown to be in conformance with the policies of the comprehensive plan.

1. Application for an MPD shall follow the requirements for a conditional use process identified in CMC 17.09.
2. Applications for an MPD shall not be SEPA exempt proposals and shall comply with all applicable requirements of Chapter 17.15 CMC, State Environmental Policy Act (SEPA).

H. Initiation of project – Application – Fee.

A completed application must include all supporting documentation as identified within this chapter and a nonrefundable filing fee together with a written commitment to pay all fees associated with the project as established by resolution of the city council. Application shall be made by the owner or owners of the parcel or parcels intended to be developed as a unit, or their duly authorized agent or agents. The ownership of all the parcels to be included must join in or be represented in the application. MPD projects may be initiated by any owner or group of owners of property acting jointly, or as a developer authorized to act as an agent for an owner or group of owners.

I. Phased development.

Development of the project may be phased, in which case each complete phase may be processed separately through both preliminary development plan review and final development plan review. A map showing all property owned or controlled by the applicant which is contiguous to the initial development site together with a description of said properties' possible eventual development through all potential phases, shall be submitted with the application for the first phase. The described plan shall conform to the purposes of this chapter. The city's comprehensive plan shall be used by the city in reviewing all phases of the development.

No development shall be allowed until applicable requirements of this chapter are met. Compliance with applicable plan goals and policies is deferred until the MPD has been approved.

17.09.210 Rezones, zoning regulations and comprehensive plan amendments.

A. Purpose.

The comprehensive plan is a document which guides the nature and intensity of the development in the city. An amendment to the plan is a mechanism by which the city may modify its land use, development or growth policies in order to respond to changing circumstances or needs of the city. Therefore, the purpose of this chapter is to provide guidance as to how the comprehensive plan of the city of Chehalis will be updated and amended over time. Amendments to the plan may involve changes in the written text or in the map designation adopted as part of the plan, or to supporting documents, including capital facilities plans. This chapter states the specific procedures and review criteria necessary to process comprehensive plan amendments. Plan amendments will be reviewed in accordance with the state Growth Management Act (GMA), the county-wide planning policies, applicable capital facility plans, other pertinent city plans, official population growth forecasts and key growth indicators.

Additionally, many rezone requests and changes to the zoning regulations require an underlying change to the comprehensive plan. As such they should be processed together whenever possible. If there are no necessary changes to the comprehensive plan required to affect the requested rezone or zoning regulations, the application shall be processed as a Type 4 review.

B. Who may initiate.

1. The city council or the planning commission may initiate consideration of an amendment to the comprehensive plan. An affirmative vote of not less than a majority of the total members of the council is required to initiate consideration of an amendment.
2. A resident or a property owner may apply for an amendment to the comprehensive plan in conformance with CMC 17.09.210.

C. Time to initiate.

1. Subject to subsections (C) and (D) of this section, the city council or the planning commission may initiate consideration of an amendment to the comprehensive plan at any time. A new element may be added to the comprehensive plan at any time.
2. Subject to subsections (C) and (D) of this section, a resident or property owner may apply for an amendment to the comprehensive plan between January 1st and March 1st. At any other time during the year, a resident or property owner may request that the planning commission or city council initiate consideration of an amendment to the comprehensive plan.

3. An amendment to the comprehensive plan may not be initiated by the planning commission or by a private party unless at least two years have elapsed since the adoption or review and reaffirmation of the element or subarea plan affected by the proposed amendment. In addition, at least three years must elapse between amendments to the land use designation of a property. These time limits do not apply if the applicant proves that there exists obvious technical error justifying the need for the amendment.
4. The planning commission may defer review of a proposed amendment if review of the affected subarea is scheduled or reasonably likely to occur within the calendar year the proposed amendment was requested.

D. Applicable procedure.

1. General. Subject to subsection (B) of this section, the city will process an amendment to the comprehensive plan using the planning commission as an advisory body and the appropriate city staff to perform analysis of the application.
2. Notice of Receipt of Private Application. In addition to notice required under Chapter 17.09 CMC, the city shall provide the following public notice:
 - a. Content. The city shall prepare notice of the receipt of a private application for a comprehensive plan amendment containing the following:
 - i. The name of the applicant and, if applicable, the project name; and
 - ii. If the application involves specific property, the street address or tax account number used by the Lewis County assessor's office, and a description in nonlegal terms sufficient to identify its location; and
 - iii. If the application involves specific property, a vicinity map indicating the location of the subject property; and
 - iv. The citation of CMC 17.09.150, 17.09.160 and 17.09.170 outlining the decision process; and
 - v. A brief description of the action, permit or approval requested in the application; and
 - vi. A description of the upcoming geographic scope and public hearing process.
 - b. Time of Notice. The city shall provide notice of the receipt of a private application for a comprehensive plan amendment within thirty calendar days of receipt of that application.
 - c. Means of Notice. The city shall provide notice of the receipt of a private application for a comprehensive plan amendment by:
 - i. Publishing notice of receipt in a local newspaper; and
 - ii. Posting notice of the receipt of the application at each official posting place; and
 - iii. If the application involves specific property rather than an area-wide change, then the city must mail notice of the receipt of the application to each property owner within two hundred feet or who has requested such notice in writing for the calendar year and who has paid the fee established by the applicable city department.

E. Determination of Geographic Scope of Proposal. Prior to providing public notice, the city shall establish the geographic scope of the proposed amendment.

F. Expansion of the geographic scope of the proposal.

1. In order to allow for consideration of nearby property, similarly situated property or area-wide impacts, the city council or the planning commission may expand the geographic scope of a private initiated amendment.

2. The city shall consider the following in deciding whether to expand the scope of the proposed amendment:
 1. The effect of the proposed amendment on the adjoining areas of the city; and
 2. The effect of the proposed amendment on the land use and circulation pattern of the city or subarea; and
 3. The effect of the proposed amendment on the future development of the city or subarea.
3. Notice. Within thirty calendar days of establishing the geographic scope of the proposal, the city shall provide notice of the proposed comprehensive plan amendment describing its geographic scope by:
 1. Giving notice as described in CMC 17.09.100; and
 2. Mailing notice of the proposed comprehensive plan amendment to each owner of real property within two hundred feet of any boundary of the subject property and of any contiguous property in the applicant's ownership.

G. Overall method of review.

Proposed plan amendments that are submitted for review shall be subject to the applicable criteria of this chapter. The review shall be processed as outlined in CMC 17.09.150, 17.09.160 and 17.09.170. Applications for plan map amendments are generally processed in conjunction with concurrent rezone requests. Zoning map amendments must be to a zone corresponding to the requested comprehensive plan map designations. Concurrent zoning map amendments must meet all the approval criteria of this chapter and zone changes consistent with the comprehensive plan map shall be considered subject to the approval criteria for rezones.

H. Application.

The criteria and requirements of this chapter shall apply to all applications or proposals for changes to the comprehensive plan text, policies, map designations, zoning map or supporting documents. For the purposes of establishing review procedures, criteria and timelines, amendments shall be distinguished as follows:

1. Comprehensive plan map changes involving urban growth area (UGA) boundary changes;
2. Comprehensive plan map changes not involving changes to UGA boundaries;
3. Comprehensive plan policy or text changes;
4. Changes to other plan documents (such as capital facilities);
5. Out-of-cycle amendments limited to the following:
 - a. Emergency;
 - b. Initial adoption of a subarea plan;
 - c. Adoption or amendment to a shoreline master program;
 - d. To resolve an appeal of the comprehensive plan filed with the growth management hearings board or from a court of competent jurisdiction.

I. Plan map changes—Procedure.

1. Application for all plan amendments shall be considered legislative actions, subject to the application review procedures outlined in CMC 17.09.150, 17.09.160 and 17.09.170.
2. Site-specific plan map amendments requested by private parties shall be considered legislative actions, subject to the application review procedures outlined in CMC 17.09.150, 17.09.160 and 17.09.170.

J. Submittal requirements.

1. The city shall specify the submittal requirements, including type, detail and number of copies, for a comprehensive plan amendment application to be deemed complete and accepted for filing.
2. The city may waive specific submittal requirements determined to be unnecessary for review of application.

K. Decision criteria.

The planning commission may recommend, and the city council may approve with modifications an amendment to the plan if:

1. There exists an obvious technical error in the pertinent comprehensive plan provision; or
2. The applicant has carried the burden of proof and produced evidence sufficient to support the conclusion that the application merits approval or approval with modifications; and
3. The amendment bears a substantial relation to public health, safety and welfare; and
4. The amendment addresses changing circumstances or the needs of the city as a whole; and
5. The amendment is compatible with the provisions of the comprehensive plan or other goals and policies of the city; and
6. If applicable to an identified property, the amendment is compatible with adjacent land use and surrounding neighborhoods; and
7. The amendment will not result in development which will adversely impact community facilities, including, but not limited to, utilities, transportation, parks or schools.

L. Comprehensive plan review.

General Goals and Policies. The planning commission shall review and consider plan amendments to the goals and policies regularly at five- year intervals.

M. Cumulative impact.

In reviewing all prospective comprehensive plan changes, the city of Chehalis shall analyze and assess the following to the extent possible:

1. The cumulative impacts of all plan map changes on the overall adopted plan, plan map and relevant implementing measures, and adopted environmental policies;
2. The cumulative land use environmental impacts of all applications on the applicable local geographic area and adopted capital facilities plan;
3. Where any adverse impacts are identified, the city may require mitigation. Conditions which assure that identified impacts are adequately mitigated may be proposed by the applicant, and if determined to be adequate, imposed by the city as part of the approval action.

N. Public hearing.

1. Any person may participate in the public hearing on the rezone application by:
 - a. Submitting written comments on the application to the city prior to the public hearing; or
 - b. Submitting written comments or making oral comments to the planning commission at the public hearing.
2. The city shall transmit all written comments received prior to the public hearing to the planning commission no later than the date of that hearing.

3. The planning commission shall make an electronic sound recording of the hearing on the application and provide written minutes of that hearing.

O. Planning commission recommendation.

1. After the public hearing and any necessary public study sessions on the application, the planning commission shall either recommend approval, approval with modifications or denial of the application. The planning commission's recommendation shall be based on the criteria included in CMC 17.09.210(I).

2. The planning commission may recommend approval or approval with modifications only if the application or the application as modified complies with the applicable criteria of this chapter. In all other cases, the planning commission shall recommend denial of the application.

3. A vote to recommend approval or approval with modifications must be by a majority vote of the planning commission members present and voting. Any other vote constitutes a recommendation of denial of the application.

4. The planning commission's recommendation shall be transmitted to the city council for their action.

P. City council action.

1. Within sixty days of receipt of the recommendation from the planning commission, the city council shall consider the application at a public meeting. The following elements are to be considered in deciding upon the application:

a. The application; and

b. The minutes of any public hearing on the application and any written material submitted in accordance with CMC 17.09.120(L); and

c. The city staff recommendation on the application; and

2. The recommendation of the planning commission; and

a. The recommendation of any other affected board or commission; and

b. Any comments on the application received at the public meeting or received by the city council; and

c. Any other relevant information.

3. The city council shall take one of the following actions:

a. Adopt an ordinance or resolution approving the proposal; or

b. Adopt an ordinance or resolution approving the proposal with modifications; or

c. Adopt a motion denying the proposal; or

d. Refer the proposal back to the planning commission for further proceedings, in which the council shall specify the time within which the planning commission shall report back to the city council with a recommendation on the proposal.

4. The city council shall adopt an ordinance or resolution which approves or approves with modifications the proposal by a majority of the membership of the council. Any other vote on the proposal constitutes a denial of the application.

5. The decision of the city council is the final decision of the city subject to the decision being appealed to superior court.

6. The applicant may commence activity or obtain other required approvals or permits seven calendar days following the effective date of the ordinance or resolution. Activity commenced prior to the expiration date of the full appeal period provided in this chapter is at the sole risk of the applicant.

Q. Appeal of city council action to superior court.

Any person adversely affected by the decision may appeal the decision of the city council. A person filing an appeal must make application to the superior court for a writ of certiorari, writ of prohibition or writ of mandamus. The decision of the city council must be appealed to superior court no more than twenty calendar days following the effective date of the city council decision on the application or is thereafter barred.

R. Fees.

Application fees for all plan amendments and zone changes shall be considered as follows:

1. Fees for plan amendments and zone changes shall be noted in the city's fees and other charges resolution.
2. If multiple similar applications are received in the same review period, the fees set in the city's fees and other charges resolution may be adjusted downward to reflect actual cost.