

IMPORTANT NOTICE

The March 22 Chehalis City Council will be held in-person with some restrictions.

On February 1, Lewis County moved to Phase 2 of the Governor’s Healthy Washington – Roadmap to Recovery Plan, which means cities may hold limited, in-person meetings in addition to virtual options. The capacity of these meetings is limited to 25% of the posted room capacity or 200 individuals – whichever is fewer (excludes staff). The posted room capacity for the Chehalis Council Chambers is 49, which means 12 members of the public may be in attendance.

Cities must continue to provide the public virtual access to meetings. Options for attending remotely remain the same:

1. Live-Stream

View and listen through live streaming by using the following link –
<https://www.ci.chehalis.wa.us/citycouncil/live-streaming-and-demand-viewing-city-council-meetings>

or

2. Telephone

Dial: 1-253-215-8782

Meeting ID: 822 5811 8879

Passcode: 674890

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 the Citizens Business portion of the meeting agenda. Please use the following form to submit comments – <https://www.ci.chehalis.wa.us/contact>. If you 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.

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

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

CHEHALIS CITY COUNCIL AGENDA

CITY HALL
350 N MARKET BLVD | CHEHALIS, WA 98532

Jerry Lord, District 1 Daryl J. Lund, District 2, Mayor Pro Tem Dr. Isaac S. Pope, District 4	Dennis L. Dawes, Position at Large Mayor	Anthony E. Ketchum Sr., District 3 Robert J. Spahr, Position at Large Michael Bannan, Position at Large
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Regular Meeting of Monday, March 22, 2021 5:00 pm

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

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
SPECIAL BUSINESS		
3. <u>Recognition of Caryn Foley – City Clerk.</u> (Mayor Dawes)		

CITIZENS BUSINESS
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.
4. <u>Steven Ryan</u>

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
CONSENT CALENDAR		
5. <u>Minutes of the Regular City Council Meeting of March 8, 2021.</u> (City Clerk)	APPROVE	1

6. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$409,123.39 Dated March 15, 2021.</u> (City Manager, Finance Director)	APPROVE	3
7. <u>Coronavirus Response and relief Supplemental Appropriations Act (CRRSA) Grant for Airports through the new Airport Coronavirus Response Grant Program (ACRGP).</u> (City Manager, Airport Operations Coordinator)	APPROVE	4
8. <u>Acceptance and Closeout of the High-Level Pump Station Project.</u> (City Manager, Public Works Director)	APPROVE	5

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
NEW BUSINESS		
9. <u>Resolution No. 4-2021, First and Final Reading – Adopting the Amended and Restated Interlocal Agreement of the Southwest Washington Regional Transportation Planning Organization.</u> (City Manager, Public Works Director)	ADOPT	7

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

EXECUTIVE SESSION		
12. Pursuant to RCW:		
a. 42.30.110(1)(c) – Sale/Lease of Real Estate		
b. 42.30.110(1)(i) – Litigation/Potential Litigation		

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, APRIL 12, 2021.**

Chehalis City Council

Meeting Minutes

March 8, 2021

The Chehalis City Council met in regular session on Monday, March 8, 2021. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following council members present: Michael Bannan, Tony Ketchum, Jerry Lord, Dr. Isaac Pope, and Bob Spahr. Councilor Daryl Lund participated via Zoom. Staff present included: Jill Anderson, City Manager; Caryn Foley, City Clerk; Kiley Franz, City Manager's Administrative Assistant; Erin Hillier, City Attorney; Randy Kaut, Interim Police Chief (Zoom); Trent Lougheed, Public Works Director (Zoom); Brandon Rakes, Airport Operations Coordinator; Chun Saul, Finance Director; and Lilly Wall, Recreation Manager (Zoom). 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 Zoom. The public was also provided a process for submitting comments prior to the meeting.

1. **Swearing-in of New Council Member – Michael Bannan.** Mayor Dawes administered the oath of office to Michael Bannan. Mr. Bannan was appointed to serve the remaining term left by Chad Taylor, set to expire at the end of 2021.

2. **City Council Committee Assignments.** Mayor Dawes reviewed the vacant positions for council committees. Mayor Pro Tem Lund expressed interest in the 9-1-1 Dispatch Committee and the Beautification Committee. Remaining positions consisted of the CARES COVID-19 Community Program, the Centralia-Chehalis Transportation Cooperative, the Lewis County Public Transportation Benefit Area Authority (Twin Transit), and the Southwest Regional Transportation Planning Organization Board, which were assigned to Councilor Bannan.

3. **Citizens Business – John Csernotta.** John Csernotta of the O'Brien Auto Group (Honda of Grays Harbor) introduced himself to the council and provided an overview of his experience in the automotive industry. Mr. Csernotta explained that he was in attendance regarding the lease agreement that was included in the consent calendar for O'Brien Auto Group.

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

- a. Minutes of the regular City Council meeting of February 22, 2021;
- b. Minutes of the special City Council meeting of March 1, 2021;
- c. February 26, 2021 Claim Vouchers No. 131223 – 131298 and Electronic Funds Transfer Check Nos. 1156 – 1181, 120212, and 120213 in the amount of \$230,464.78 and voided Check No. 131190 in the amount of \$482.20 for the net total of \$229,982.58;
- d. February 26, 2021, Payroll Vouchers No. 41576-41603, Direct Deposit Payroll Vouchers No. 13114-13217, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 331-334 in the amount of \$770,705.24;
- e. 12th and William Rechannelization Project – Change Order No. 1 in the Amount of \$19,538.82; and
- f. Agreement to Lease Tract 9 at 1850 NW Louisiana Avenue to O'Brien Auto Group, an Illinois Corporation.

The motion was seconded by Councilor Pope and carried unanimously.

Councilor Ketchum asked why the 12th and William Rechannelization Project had not checked the depth of the asphalt before the project began. Trent Lougheed informed the Council that no record drawings existed of that area. For larger projects geotechnical borings would have been conducted, but it had seemed excessive for the size of the project. Trent Lougheed noted that the depth of the asphalt was abnormal and would not have been anticipated for this kind of project.

5. **Ordinance No. 1017-B, Second and Final Reading – Establishing 2020 Year-End Fund Balance Commitments.** City Manager Anderson explained that Chun Saul, Finance Director, had provided an overview of the 2020 year-end balance commitments at the February 22, 2020 meeting. She noted that revisions had been made to the agenda report and the ordinance to correct minor typos found during the first reading. Councilor Ketchum moved to adopt Ordinance No. 1017-B on second and final reading, as amended to correct the amounts for the debt service, dedicated street fund, and the city hall debt service. The motion was seconded by Councilor Pope and carried unanimously.

6. **Administration Reports.**

a. **City Manager Update.** City Manager Anderson congratulated Councilor Bannan on his appointment and Caryn Foley, City Clerk, on her last meeting before her retirement.

7. Councilor Reports/Committee Updates.

a. **Councilor Pope.** Councilor Pope asked that Erin Hillier, City Attorney, explain the responsibilities of council members during executive sessions for the newly elected council member. Erin Hillier briefly explained the rules of open government and the exemptions provided by executive sessions.

b. **Councilor Ketchum.** Councilor Ketchum stated that he had learned Wells Fargo in downtown planned to close.

c. **Mayor Dawes.** Mayor Dawes attended the Mayors Meeting, participated in the 9-1-1 feasibility committee and stated that the results showed that a regionalization with TCOMM is not going to work.

d. **Mayor Pro Tem Lund.** Mayor Pro Tem Lund asked if a guardrail could be placed on NW Louisiana Avenue near the wastewater treatment facility. He expressed concern for a possible automobile accident due to the sharp corner, which could cause a vehicle to land in the retention pond. Mayor Pro Tem Lund informed the council of a letter he received from Mr. Steve Ryan regarding water runoff on his property.

Mayor Dawes explained that a potential realignment of the intersection on Louisiana Avenue and West Street was planned by the Washington State Department of Transportation within the next two years. Trent Lougheed, Public Works Director, stated that design of the intersection was still underway, but the intent is to add a guardrail during the reconstruction process.

Trent Lougheed stated that he had met with Mr. Steve Ryan regarding the water issue. He stated that the soil was unstable and would need to dry out before a plan could be made. Mr. Lougheed expects to create a plan with Mr. Ryan in the next few months. Mayor Pro Tem Lund asked City Manager Anderson to have staff talk to Mr. Ryan regarding a plan for his property.

8. **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)(i) – Litigation/Potential Litigation and RCW 42.30.110(1)(c) – Sale/Lease of Real Estate, not to exceed 6:30 pm and there would be no action following conclusion of the executive session. Mayor Dawes closed the regular meeting at 5:38 pm. The executive session began at 5:40 pm. Following conclusion of the executive session, the regular meeting was reopened at 6:30 pm and immediately adjourned.

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: March 22, 2021

SUBJECT: Vouchers and Transfers – Accounts Payable in the Amount of \$409,123.39

ISSUE

City Council approval is requested for Vouchers and Transfers dated March 15, 2021.

DISCUSSION

The March 15, 2021 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. 131299 – 131405 and Electronic Funds Transfer Check Nos. 1182 – 1210 and 1 in the amount of \$409,123.39 dated March 15, 2021 which includes the transfer of:

- \$ 160,739.63 from the General Fund
- \$ 1,891.17 from the Dedicated Street Fund – 4% Sales Tax
- \$ 2,555.50 from the Transportation Benefit District Fund
- \$ 1,933.86 from the LEOFF 1 OPEB Reserve Fund
- \$ 10,799.79 from the Public Facilities Reserve Fund
- \$ 55,598.11 from the Wastewater Fund
- \$ 128,252.51 from the Water Fund
- \$ 3,412.05 from the Storm & Surface Water Utility Fund
- \$ 36,168.83 from the Airport Fund
- \$ 4,767.10 from the Custodial Court Fund
- \$ 3,004.84 from the Custodial Other Agency Fund

RECOMMENDATION

It is recommended that the City Council approve the March 15, 2021 Claim Vouchers No. 131299 – 131405 and Electronic Funds Transfer Check Nos. 1182 – 1210 and 1 in the amount of \$409,123.39.

SUGGESTED MOTION

I move that the City Council approve the March 15, 2021 Claim Vouchers No. 131299 – 131405 and Electronic Funds Transfer Check Nos. 1182 – 1210 and 1 in the amount of \$409,123.39.

**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: March 22, 2021

SUBJECT: Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA)
Grant for Airports through the new Airport Coronavirus Response Grant
Program (ACRGP) – Acceptance of Grant Funds

ISSUE

The Chehalis-Centralia Airport was contacted by the Airport District Office Manager of the Federal Aviation Administration on February 18, 2021. The airport was informed that under the recently passed CRRSA Act, the Chehalis-Centralia Airport is eligible to receive an additional \$23,000 grant. The City applied to obtain the funds and is asking the City Council to authorize acceptance of the funds.

DISCUSSION

The funds that we are eligible to receive through this grant are part of federal funding available to the National Plan of Integrated Airport Systems (NPIAS) General Aviation Airports. These funds are similar to the funds granted under CARES, but their use is more limited in scope. Debt servicing, which is how the Chehalis-Centralia Airport used the original CARES funding, is still eligible.

The purpose of these funds from the CRRSA/ACRGP for U.S. airports is to keep airports in reliable, safe operations to serve the aviation industry, the traveling public, and support the economy. They are also intended to keep airport and aviation workers employed and to keep airport credit ratings stable.

FISCAL IMPACT

It is proposed that the \$23,000 be used for debt service payments.

RECOMMENDATION

It is recommended that the City Council approve the acceptance of the grant funds, authorize the City Manager to execute all documents necessary to receive this grant, and designate that these funds be used to pay down an existing principal balance on the Arkansas Way Loan the Airport currently has.

SUGGESTED MOTION

I move that the City Council approve the acceptance of the grant funds, authorize the City Manager to execute all documents necessary to receive this grant, and designate that these funds be used to pay down an existing principal balance on the Arkansas Way Loan.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

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

MEETING OF: March 22, 2021

SUBJECT: Acceptance and Closeout of the High-Level Pump Station Project

ISSUE

The construction of the High-Level Pump Station is complete. It is recommended that the Council accept the project as complete and release the retainage to Midway Underground LLC, after all statutory requirements have been met.

DISCUSSION

In March 2020, the City awarded a contract to Midway Underground LLC, to construct a new High-Level Pump Station located by the Water Filter Plant. The project is now complete, and the administration recommends that the project be closed-out and the retainage released when all statutory requirements have been met.

With the final acceptance of the project by Council and when the Public Works Director verifies that all statutory requirements have been met, the retainage of \$25,871.51 will be released to Midway Underground, LLC.

FISCAL IMPACT

The City Council authorized a project budget of \$592,719. The final cost of the project was \$559,859.47 which is within the amount budgeted for the project; however, it was \$21,023.47 (including sales tax) more than the original bid amount of \$538,836.

The increase was due to four change orders totaling \$19,430.19 (without sales tax). Sales tax on the change order items results in an additional \$1,593.28, for a total change order amount of \$21,023.47.

Change Orders:

- 1: \$9,409.25 Removal of more trees above the new pump station site.
- 2: \$5,000.00 Additional plumbing required for booster pump skid design/layout.
- 3: \$7,520.94 Communication between water plant and new pump station needed more monitor ports added
- 4: -\$2,500.00 Credit subcontractor did not provide required documentation per contract.

The final contract amount of \$559,859.47 was under budget and paid for from the water utilities.

RECOMMENDATION

It is recommended that the Council accept the High-Level Pump Station Project as complete and release the retainage in the amount of \$25,871.51 to Midway Underground, LLC after all statutory requirements have been met.

SUGGESTED MOTION

I move that the Council accept the High-Level Pump Station Project as complete and release the retainage in the amount of \$25,871.51 to Midway Underground, LLC 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: Trent Lougheed, Public Works Director

MEETING OF: March 22, 2021

SUBJECT: Resolution No. 4-2021, First and Final Reading – Adopting the Amended and Restated Interlocal Agreement of the Southwest Washington Regional Transportation Planning Organization

INTRODUCTION

On January 27, 1992 the City Council passed a resolution authorizing the City of Chehalis to participate as a part of Lewis County in the Southwest Washington Regional Transportation Planning Organization (SWRTPO).

PURPOSE OF THE SWRTPO

The purpose of the SWRTPO is to coordinate transportation planning among jurisdictions and develop a regional transportation plan (WAC 468-86-020) to better ensure an efficient, effective transportation system that ensures mobility and accessibility, and addresses community needs and regional strategies (RCW 47.80.011).

The direct responsibility of the SWRTPO outlined in RCW 47.80.023 is to

- 1) Prepare and periodically update a regional transportation strategy for the region.
- 2) Prepare a regional transportation plan.
- 3) Certify that the local governments' transportation plans, elements of plans, and policies meet state requirements and are consistent with the regional and county-wide transportation plan and policies.
- 4) Where appropriate, certify that countywide planning policies adopted under RCW 36.70A.210 and the adopted regional transportation plan are consistent.
- 5) Develop a six-year regional transportation improvement program. and
- 6) Develop and or provide input into the coordinated transit-human services transportation plan.
- 7) Designate a lead planning agency to coordinate the business of the RTPO.
- 8) Support the regional effort to evaluate transportation facilities and corridors.
- 9) Work with cities, counties, transit agencies the department of transportation and others to develop level of service standards or alternative transportation performance measures.

(10) Develop and submit a prioritized regional human service and transportation project list every two years.

The RTPPO will also conduct other such duties and responsibilities as required by WSDOT or the state legislature, or that the RTPPO Board deems necessary for the success of the program including the review the Regional Transportation Plan every two years to ensure that it is current.

A one-page overview of the SWRTPO is attached to inform Council members and other interested parties. Additional information on the SWRTPO can be found on the Cowlitz Wahkiakum Council of Governments website and at the following links:

<https://wsdot.wa.gov/planning/Regional/Default.htm>

<https://app.leg.wa.gov/rcw/default.aspx?cite=47.80.020>

<https://apps.leg.wa.gov/wac/default.aspx?cite=468-86-070>

PROCESS FOR CREATING A NEW UPDATED AGREEMENT

The SWRTPO is in the process of Amending and Restating the Interlocal Agreement that established the organization in 1990. The SWTRPO Board has had several discussions on the Agreement and recently provided its support for the final version for consideration by the full membership of the SWRTPO, and Chehalis is a member of the SWRTPO.

Notices were sent to member agencies in September 2020 requesting legal review of the draft Amended and Restated Interlocal Agreement. The final agreement included as part of this correspondence is a result of the SWRTPO Board and legal input.

The SWRTPO Board is asking the City of Chehalis to accept the Interlocal Agreement and take action to approve the Amended and Restated Interlocal Agreement for the ongoing operation of the SWRTPO. The final agreement is attached to this agenda report.

OVERVIEW OF THE AGREEMENT

The agreement includes the history of the organization since its inception in as the Cowlitz Regional Planning Commission in 1961 and the subsequent reorganizations and addition of parties since that time, as well as the applicable RCWs. The current purpose of the organization is identified in the agreement, which includes the following sections:

- 1) **Purpose and Responsibility:** Coordinate transportation planning among jurisdictions and develop a regional transportation plan.
- 2) **Authority:** Established to be recognized by Washington State as a regional transportation planning organization to facilitate federal and state funding when eligible.
- 3) **Amendments to Agreements:** The proposed agreement will supersede and replace the agreement dated December 1, 1990 and amended March 14, 1992.
- 4) **Boundaries:** Affirms that the boundaries include all of Cowlitz, Grays Harbor, Lewis, Pacific, and Wahkiakum Counties and those cities/towns within such boundaries.
- 5) **Name:** affirmation of the organizational name.
- 6) **Boards and Committees:** Describes the policy and guidance role of the Board and establishes provisions for a Technical Advisory Committee (TAC).

- 7) **Officers:** Identifies the positions of Chairman, Vice-Chairman, and Secretary. The Executive Director is the ex-officio Secretary of the SWRTPO.
- 8) **Membership:** Conditions to be a member of the organization.
- 9) **Administration:** Identifies the lead agency, which is the Cowlitz-Wahkiakum Council of Governments (CWCOG).
- 10) **Mutual Indemnity**
- 11) **Insurance**
- 12) **Duration and Dissolution**
- 13) **Miscellaneous Provisions:** Standard legal disclaimers and provisions
- 14) **Counterparts:** provisions for the multiple agencies to sign separately to constitute one agreement.
- 15) **Effective Date:** The agreement will become effective when the CWCOG receives approved resolutions of all the counties and at least 60 percent of the cities and towns within the region representing a minimum of 75 percent of the population of the cities and towns.

For additional details, the agreement is attached to this report.

FISCAL IMPACT

There are no direct fiscal impacts associated with acting on the resolution. However, by adopting the resolution, the City will continue to be eligible to receive Federal grant dollars for our transportation projects that are on Functionally Classified Routes. These streets include major and minor arterials and collector roadways as identified in the attached map.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 4-2021 on first and final reading and submit the resolution to the Cowlitz-Wahkiakum Council of Governments.

SUGGESTED MOTION

I move that the City Council adopt Resolution No. 4-2021 on first and final reading and submit the resolution to the Cowlitz-Wahkiakum Council of Governments.

**SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION PLANNING ORGANIZATION
AMENDED AND RESTATED INTERLOCAL AGREEMENT**

WHEREAS, the SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION PLANNING ORGANIZATION (herein referred to as "SWRTPO") was voluntarily established by interlocal agreement December 1, 1990 and amended March 14, 1992 as authorized by Washington State's Growth Management Act of 1990 and formulated under Ch. 47.80 RCW with the full support and agreement of the Counties of Cowlitz, Wahkiakum, Grays Harbor, Pacific and Lewis (herein referred to collectively as "Counties") and those cities/towns (herein referred to collectively as "Cities") that lie within the boundaries of those counties, and the Cowlitz-Wahkiakum Council of Governments (hereinafter referred to as "CWCOG"); and

WHEREAS, the SWRTPO has been verified and recognized by the State of Washington through the Washington State Department of Transportation (WSDOT) as having met the requirements of local governments to create a regional transportation planning organization as set forth in RCW 47.80.020 and WAC 468-86-070 by including geographically contiguous counties having a population of at least one hundred thousand or contain a minimum of three counties whose members represent all counties and at least sixty percent (60%) of the cities/towns within the region and seventy-five percent of the population of those cities/towns; and

WHEREAS, the Counties are organized as counties pursuant to Title 36, Revised Code of Washington (RCW) and the boundaries of each county are as defined in RCW 36.04.080 and .350, respectively, and are authorized to engage in transportation planning pursuant to 36.53,36.54 and 36.73 to 36.89; and

WHEREAS, the Cities are organized as cities and towns pursuant to Title 35 and 35A Revised Code of Washington (RCW) and are authorized to engage in transportation planning pursuant to 35.68 to 35.79; and

WHEREAS, RCW 47.80.020 states that the regional transportation planning organization is the same as the metropolitan planning organization designated for federal transportation planning purposes; and

WHEREAS, the CWCOG, formed in 1961 as the Cowlitz Regional Planning Commission under RCW 36.70.060, re-organized in 1974 as the Cowlitz-Wahkiakum Governmental Conference in accordance with RCW 36.64.080 through RCW 36.64.110, and subsequently renamed the Cowlitz-Wahkiakum Council of Governments in 1992, was designated as the Metropolitan Planning Organization (MPO) of the Longview-Kelso Urbanized Area by the Governor of the State of Washington January 11, 1982; and

WHEREAS, the parties as stated hereto have the authority to enter into interlocal agreements under Ch. 39.34 RCW for joint and cooperative activity to make the most efficient use of their powers by enabling them to cooperate with other localities; and

WHEREAS, the cooperative undertaking of the parties set forth in the original Interlocal Agreement was established as a joint policy board pursuant to RCW 39.34.030 (4) and required by RCW 47.80.040 and under same did not create a separate legal entity; and

WHEREAS, the SWRTPO, in accordance with RCW 47.80.023 (7) and permitted by RCW 39.34.030 (4) (a), did so designate the CWCOG as the Lead Planning Agency to carry out the responsibilities of the SWRTPO; and

WHEREAS, the Cowlitz-Wahkiakum Council of Governments Board of Directors did so agree to fulfill the role of Lead Agency for the SWRTPO; and

WHEREAS, the SWRTPO board did direct the CWCOG to amend and update the interlocal agreement to align with current required federal and state regulations and requirements;

NOW, THEREFORE, in consideration of the recitals set forth above and other considerations, it is hereby resolved that the SWRTPO Interlocal Agreement dated December 1, 1990 and subsequently amended on March 14, 1992 is hereby superseded and replaced by the following Agreement upon approval by all of the counties and at least sixty percent of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population. The regions ports are also eligible to serve as voting members of the organization within the region and may sign on as parties to the agreement:

1. Purpose and Responsibility. The purpose of the SWRTPO is to coordinate transportation planning among jurisdictions and develop a regional transportation plan (WAC 468-86-020) to better ensure an efficient, effective transportation system that ensures mobility and accessibility, and addresses community needs and regional strategies (RCW 47.80.011).

The direct responsibility of the SWRTPO outlined in RCW 47.80.023 is to (1) prepare and periodically update a regional transportation strategy for the region; (2) prepare a regional transportation plan; (3) certify that the local governments' transportation plans, elements of plans, and policies meet state requirements and are consistent with the regional and county-wide transportation plan and policies; (4) where appropriate, certify that countywide planning policies adopted under RCW 36.70A.210 and the adopted regional transportation plan are consistent; (5) develop a six-year regional transportation improvement program; and (6) develop and or provide input into the coordinated transit-human services transportation plan; (7) designate a lead planning agency to coordinate the business of the RTPO; (8) support the regional effort to evaluate transportation facilities and corridors; (9) Work with cities, counties, transit agencies the department of transportation and others to develop level of service standards or alternative transportation performance measures; (10) develop and submit a prioritized regional human service and transportation project list every two years.

The RTPO will conduct other such duties and responsibilities as required by WSDOT or the state legislature, or that the RTPO Board deems necessary for the success of the program including the review the Regional Transportation Plan every two years to ensure that it is current.

2. Authority. This Agreement is primarily established to facilitate recognition under Washington State law as set forth in RCW 47.80.070 and WAC 468-86-050 relating to regional transportation planning organizations and to enable federal and state funding mechanisms. The parties understand that initiating joint programs under state law and other federal, state or local legislation can provide significant benefits to the agencies in the five counties that are signatory, including the individuals, businesses and other governmental entities of the five-county area.

3. Amendments to Agreement. The Agreement supersedes and replaces in its entirety the agreement dated December 1, 1990 and amended March 14, 1992.

This Agreement and any collateral instruments, referenced herein, contain the entire agreement and may be modified or amended by request of the SWRTPO Board, and approved by the Board as determined by the SWRTPO Bylaws. Amendments must be filed with Cowlitz County as provided for in Section 13.4 of this Agreement and with WSDOT.

4. Boundaries. This Agreement does hereby affirm that the boundaries of the SWRTPO include the full boundaries of Cowlitz, Grays Harbor, Lewis, Pacific and Wahkiakum Counties and those cities/towns within such boundaries.

5. Name. This Agreement does affirm that the five-county regional transportation planning organization shall be named the SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION PLANNING ORGANIZATION (hereinafter referred to as "SWRTPO"). The SWRTPO may also be referred to as the Regional Transportation Planning Organization or RTPO.

6. Board and Committees.

6.1. SWRTPO Policy Board. For the purposes of the SWRTPO, the Organization and the state required Transportation Policy Board (RCW 47.80.040) are one and the same. The SWRTPO is a policy and guidance board maintaining authority over the regional transportation program's direction. The SWRTPO shall provide its direction to the Lead Agency to act for and on behalf of the SWRTPO on all programmatic matters as set forth in Section 9.1 of this Agreement.

The board shall strive to meet, at a minimum, four times a year for purposes outlined in the SWRTPO Bylaws.

6.2. Technical Advisory Committees (TACs). A Technical Advisory Committee shall be established for each of the five counties and shall utilize the technical expertise of each of their jurisdiction's staff to primarily develop recommendations to the SWRTPO Board to insure that the Regional Transportation Plan is appropriately updated and is in compliance with all state/ federal requirements and to facilitate the plan's public participation process within each of their jurisdictions.

7. Officers. The officers of the SWRTPO Board shall include the Chairman, Vice-Chairman and Secretary. The Chairman and Vice-Chairman shall be elected according to the SWRTPO Bylaws. The CWCOG Executive Director shall serve as the ex-officio Secretary of the SWRTPO.

8. Membership. Membership within SWRTPO will be contingent upon meeting the conditions of membership as included in the Bylaws and revised by the Board as needed. Membership shall be changed by a vote of the Board as prescribed in the Bylaws.

The membership of the SWRTPO Board shall endeavor to be comprised of at least one representative from each of the five Counties, sixty percent of the Cities/Towns representing seventy-five percent of the population within the five-county region in accordance with RCW 47.80.020(3); as well as, representatives from port districts, WSDOT, public transit agencies, non-profit public transportation agencies, tribes and tribal interests, major employers and others as interested so as to ensure that its membership is broadly representative of the principal transportation interests of the region.

9. Administration.

9.1. Lead Agency. As the Metropolitan Planning Organization for the Longview WA/OR Urban Area and as designated by the SWRTPO Board, the CWCOG will fulfill the role as lead agency for the SWRTPO. The Lead Agency will serve as the administrator responsible for managing the cooperative undertakings and duties of the SWRTPO Board (RCW 47.80.023) and to carry out the administrative functions as permitted by RCW 39.34.030 and this Agreement. As such, the CWCOG shall be considered the administrative and legal entity responsible for all budgetary, financial, contractual, and legal undertakings of the SWRTPO.

- 9.2. Personnel. The CWCOG shall provide staffing to support the activities, finances and coordination of the SWRTPO in accordance with the requirements of WSDOT Administrative Guidelines, consistent with the CWCOG policies and procedures, and consistent with all applicable state and federal requirements. Staff assigned to SWRTPO programs and activities are employees of the CWCOG and shall remain under the sole authority and direction of the CWCOG and neither the CWCOG or SWRTPO shall be considered dual employers as that term is defined under law. The CWCOG may contract work to meet the goals and objectives of the SWRTPO.
- 9.3. Records. The CWCOG shall be the depository for all records and documents of the SWRTPO and shall be responsible for the records management, recording and retention requirements of the SWRTPO established by state law, as set forth in the Public Records Act (RCW 42.56.001 et seq).
- 9.4. Funding. Funding and compensation for the administration of the SWRTPO, and in coordination with the MPO, are disseminated to the Lead Agency as the state designated recipient of Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and WSDOT grant funds as well as any other funding sources deemed applicable in supporting the responsibilities of the SWRTPO and its Lead Agency. (RCW 47.80.050).
- 9.5. Financial Depository. The Cowlitz County Treasurer, as fiscal agent to the CWCOG, shall be the financial depository for all funds supportive of the cooperative undertaking among the parties pursuant to this Agreement.
- 9.6. Acquisition of and Disposition of Property. The SWRTPO as a board is not expected to acquire personal or real property and, therefore, shall not be required to dispose of property. It is expected that the CWCOG may acquire personal property to fulfill its obligations under this Agreement.
10. Mutual Indemnity. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.
- In the event of any concurrent act or omission of the parties, each party shall pay a proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.
- The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.
11. Insurance. The CWCOG's membership in the governmental self-insured risk pool, Washington Cities Insurance Authority (WCIA), shall satisfy all conditions of insurance to fulfill the role of Administrative Agency for this Agreement. Should coverage through WCIA terminate, the CWCOG shall maintain comparable coverage.
12. Duration and Dissolution. This SWRTPO shall exist until it is dissolved by a majority vote of the voting membership of the Board as prescribed by the Bylaws and written approval by WSDOT, provided the

business of dissolution is listed on the agenda of a regularly scheduled meeting.

13. Miscellaneous Provisions.

- 13.1 Waiver. No waiver of any breach of any covenant or Agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it. The exercise of any remedy provided by law or the provisions of this Agreement shall not exclude other consistent remedies.
- 13.2 Assignment. None of the parties shall assign this Agreement, or any part hereof, without the written consent of all other parties. The Agreement shall inure to the benefit of and be binding upon each party and their successors and permitted assigns.
- 13.3 Applicable Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.
- 13.4 Filing. A copy of this Agreement and any subsequent amendments shall be filed with the Auditor of Cowlitz County, Washington, within five days of the date of its execution, provided, however, that failure to file this Agreement shall not affect the validity of the Agreement.
- 13.5 Severability. If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.
- 13.6 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.
- 13.7 Force Majeure. The timing or performance by any party under this Agreement shall be excused during any extraordinary natural events or weather conditions, war, riots, labor disputes or inability to procure required supplies or materials, delays in environmental review, permitting, or other environmental requirements or work, including environmental mitigation, delays as a result of legal or administrative challenges brought by parties other than the signatories to this Agreement.
- 13.8 Notices. All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served to the Lead Agency to be disseminated to the membership or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed to the CWCOG Executive Director at the current place of business.
- 13.9 Compliance with Laws. All parties shall comply with all applicable federal, state and local laws, regulations and rules in performing this Agreement.
- 13.10 Interlocal Cooperation Act. The performance of the obligations of this Agreement shall comply with the provisions of RCW 39.34.030 (4), the Interlocal Cooperation Act. The parties do affirm that no

separate legal entities are necessary in order to carry out this Agreement and that none have been created.

Nothing herein shall imply that any signatory waives, surrenders, or otherwise transfers any right, obligation or duty imposed upon it by Law, and which it alone is authorized to execute.

14. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one agreement.
15. Effective Date: The Agreement shall be considered fully executed upon receipt by the CWCOG of the approved resolutions of all the counties and at least sixty percent of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population. The document effective date shall be considered the signatory date of the CWCOG executed upon receipt of the approved resolution that completes the counties, cities and towns population requirements as set forth by this agreement.

The Agency does hereby approve by resolution the Southwest Washington Regional Transportation Planning Organization's Amended and Restated Interlocal Agreement this day, (month) (day), 2021.

AGENCY

Attest:

Title, Full Signature Name
Date: _____

Title, Full Signature Name
Date: _____

Title, Full Signature Name
Date: _____

Attorney

Title, Full Signature Name
Date: _____

Title, Full Signature Name
Date: _____

INSTRUCTIONS:

- The final interlocal agreement contract will reflect one signature page per entity.
- The signature page may be modified by the signatory agencies to fit their contract approval format, but shall remain as a separate page from the agreement document. This will allow for all signatures to be incorporated into one final document.
- All agencies shall return one signed, original agreement signature page and one signed, original resolution supporting this agreement to the CWCOC.
- Sample resolution template language attached hereto.

Agencies to be included to meet the requirements as stated in the recitals:

COUNTY SIGNATORIES

Cowlitz County
Grays Harbor County

Lewis County
Pacific County

Wahkiakum County

CITY / TOWN SIGNATORIES

Aberdeen
Castle Rock
Cathlamet
Centralia
Chehalis
Cosmopolis
Elma

Hoquiam
Ilwaco
Kalama
Kelso
Long Beach
Longview
McCleary

Montesano
Morton
Mossyrock
Napavine
Oakville
Ocean Shores
Pe Ell

Raymond
South Bend
Toledo
Vader
Westport
Winlock
Woodland

TRIBAL AGENCIES - TBD Based on Interest

LEAD AGENCY SIGNATORY - Cowlitz-Wahkiakum Council of Governments

RESOLUTION NO. 4-2021

**A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON,
ADOPTING THE AMENDED AND RESTATED INTERLOCAL
AGREEMENT OF THE SOUTHWEST WASHINGTON REGIONAL
TRANSPORTATION PLANNING ORGANIZATION.**

WHEREAS, the SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION PLANNING ORGANIZATION (herein referred to as "SWRTPO") was voluntarily established by interlocal agreement December 1, 1990 and amended March 14, 1992 as a joint policy board pursuant to Revised Code of Washington (RCW) 39.34 and met the requirements of such in accordance with RCW 47.80.040 and Washington Administrative Code (WAC) 468-86-070; and

WHEREAS, the Counties are organized as counties pursuant to RCW Title 36 and the boundaries of each county are as defined in RCW 36.04.080 and .350, respectively, and are authorized to engage in transportation planning pursuant to 36.53,36.54 and 36.73 to 36.89; and

WHEREAS, the Cities are organized as cities and towns pursuant to RCW Title 35 and 35A and are authorized to engage in transportation planning pursuant to 35.68 to 35.79; and

WHEREAS, the Cowlitz-Wahkiakum Council of Governments (CWCOG) formed in accordance with RCW 36.64.080 through RCW 36.64.110, was designated as the Metropolitan Planning Organization (MPO) of the Longview-Kelso Urbanized Area by the Governor of the State of Washington January 11, 1982; and

WHEREAS, RCW 47.80.020 states that the regional transportation planning organization is the same as the metropolitan planning organization designated for federal transportation planning purposes; and

WHEREAS, the parties as stated hereto have the authority to enter into interlocal agreements under Ch. 39.34 RCW; and

WHEREAS, the SWRTPO board did so direct the Cowlitz-Wahkiakum Council of Governments, as lead agency, to amend and update the interlocal agreement to align with current required federal and state regulations and requirements;

WHEREAS, the SWRTPO board has reiterated their dedication to upholding the responsibilities of a regional transportation planning organization as outlined in RCW 36.70A.210, 47.80.011, 47.80.023 and WAC 468-86-020 and other such duties as assigned by Washington State Department of Transportation, state legislature or the SWRTPO board;

NOW, THEREFORE, BE IT RESOLVED that the City of Chehalis does hereby reiterate its support of the SWRTPO and does so by the approval of the Amended and Restated SWRTPO

Interlocal Agreement.

ADOPTED by the City Council of the city of Chehalis, Washington, at a regularly scheduled open public meeting thereof this 22nd day of March, 2021.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

Southwest Washington Regional Transportation Planning Organization

What It Is & What It Means for Our Region



The Cowlitz-Wahkiakum Council of Governments (CWCOG) is the Regional Transportation Planning Organization (RTPO) for Cowlitz County and by interlocal agreement serves as the RTPO for the counties of Wahkiakum, Pacific, Grays Harbor and Lewis Counties. RTPO's are required to:

- Prepare a Regional Transportation Plan.
- Certify that countywide planning policies and the transportation element of local comprehensive plans are consistent with the regional transportation plan.
- Develop and maintain a six-year Regional Transportation Improvement Program.

The RTPO also works with local agencies on transportation issues, develops the Coordinated Public Transit - Human Services Transportation Plan, and is involved in ranking public transportation projects for funding along with the Washington State Department of Transportation (WSDOT). The RTPO is also responsible for the ranking and awarding of around \$365,000 in funds each year through the Surface Transportation Block Grant Set Aside Program also referred to as the Transportation Alternatives program.

Regional Transportation Planning

The Regional Transportation Plan and the Coordinated Public Transit – Human Services Transportation Plan which were both adopted in December of 2018 are available on the CWCOG website. (<https://www.cwcog.org/resources/>)

Calendar

2021 Meeting Schedule:
Wednesday, February 17th
Wednesday, May 19th
Wednesday, September 15th
Wednesday, December 8th
Meetings will be held remotely via Zoom

Projects and Initiatives

The RTPO will be working on the following projects during 2021.

- ⚙ Developing a Rural Intelligent Transportation System (ITS) Architecture Best Practices Report
- ⚙ Compiling resources and tools for use in a rural road safety plan
- ⚙ Continuing efforts to track and [map](#) projects throughout the region
- ⚙ Developing the Unified Planning Work Program for the 2022 State Fiscal year for the RTPO
- ⚙ Providing project support and assistance to area agencies
- ⚙ Working with the members cities/towns, counties and ports to update the interlocal agreement and renew the regional commitment to work together on regional transportation planning issues

Rural Transportation Resources

Washington State Department of Transportation - [WSDOT](#)
Planning for Transportation in Rural Area - [FHWA](#)
Regional Rural Transportation Planning National Association of Development Organizations - [NADO](#)
Rural Transportation Planning - [FTA](#)
Rural Transportation Organization - [Web](#)
National Association of Regional Councils - [NARC](#)

For More Information:

Bill Fashing, CWCOG Director, bfashing@cwco.org
Robert Stevens, Planner, rstevens@cwco.org
Ken Pearrow, Planner, kpearrow@cwco.org

360.577.3041
www.cwcog.org



WSDOT Functional Classification Map

