

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, Mayor Pro Tem

Dr. Isaac S. Pope, District 4

Anthony E. Ketchum Sr., District 3

Robert J. Spahr, Position at Large

Michael Bannan, Position at Large

Regular Meeting of Monday, June 28, 2021 5:00 pm

1. Call to Order. (Mayor Dawes)
2. Pledge of Allegiance. (Mayor Dawes)
3. Approval of Agenda. (Mayor Dawes)

CITIZENS BUSINESS (PUBLIC COMMENT)

Individuals 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 Kiley Franz at 360-345-1042 or at kfranz@ci.chehalis.wa.us. Public comments will be limited to five (5) minutes.

4. Hurshell Smith – Parking Lot Fee Increase
5. John Csernotta – Project Update

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
CONSENT CALENDAR		
6. <u>Minutes of the Regular City Council Meeting of June 14, 2021.</u> (City Clerk)	APPROVE	1
7. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$307,595.04 Dated June 15, 2021.</u> (City Manager, Finance Director)	APPROVE	4
8. <u>Interlocal Agreement for the Washington State Department of Children, Youth, and Families (Green Hill School).</u> (City Manager, Fire Chief)	APPROVE	6
9. <u>Resolution No. 5-2021, First and Final Reading, Declaring Property to be Surplus.</u> (City Manager, City Clerk)	ADOPT	16

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
OLD BUSINESS		
10. <u>Ordinance No. 1020-B, Second and Final Reading, Amending CMC 10.08 to Address Impound/Immobilization of Unlawfully Parked Vehicles and to Incorporate City Fee Schedule for Penalties.</u> (City Manager, Interim Police Chief)	PASS	18
11. <u>Ordinance No. 1018-B, Second and Final Reading, Implementing the 2018 International Building Code.</u> (City Manager, Planning and Building Manager)	PASS	24

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
NEW BUSINESS		
12. <u>Resolution No. 6-2021, First and Final Reading – Adopting the 2022-2027 Six-Year Transportation Improvement Program.</u> (City Manager, Public Works Director)	ADOPT	54

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

EXECUTIVE SESSION

15. 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, JULY 12, 2021.**

Chehalis City Council

Meeting Minutes

June 14, 2021

The Chehalis City Council met in regular session on Monday, June 14, 2021. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following members present: Michael Bannan, Tony Ketchum, Jerry Lord, and Bob Spahr. Councilors Daryl Lund and Dr. Isaac Pope participated via Zoom. Staff present included: Jill Anderson, City Manager; Kiley Franz, City Clerk; Randy Kaut, Interim Police Chief; Trent Lougheed, Public Works Director; Brandon Rakes, Airport Operations Coordinator; Sam Satterfield, City Attorney; Chun Saul, Finance Director; and Susan Stayner, City Manager's Administrative Assistant. Due to orders from the Governor's office relating to COVID-19 and ongoing capacity limitations, members of the public and the press had the option of viewing the meeting via live streaming or Zoom. The public was also provided a process for submitting comments prior to the meeting.

1. **Approval of Agenda.** A motion to approve the agenda was made by Councilor Spahr. The motion was seconded by Councilor Ketchum and carried unanimously.

2. **Public Hearing – 2022-2027 Six-Year Transportation Improvement Program.** Mayor Dawes recessed the regular meeting and opened the public hearing at 5:02 pm.

Trent Lougheed stated the purpose of the public hearing was to comply with the annual requirement of the Washington State Department of Transportation to approve the six-year TIP and to provide the public an opportunity to provide input. In order for a project to be eligible for grant funding, the project must be listed on the adopted six-year TIP. Once a project receives funding, it is added to the state TIP and the city may move forward with construction and design of the project.

Trent Lougheed provided an overview of proposed projects for the six-year TIP. Councilor Ketchum asked about the parking stops on Chehalis Avenue, expressing concerns about vehicles sticking out in the roadway. Trent Lougheed confirmed that may be an issue, but the parking stops were being placed to protect citizens walking on the sidewalks since there have been a few near misses.

Councilor Lord asked about the possible closure of a portion of Boistfort Street to create a pedestrian plaza. Trent Lougheed confirmed that the decision would come to council before the project progressed. City Manager Anderson explained that the pedestrian plaza had been proposed by the Chehalis Community Renaissance Team and was not a staff driven project; any decision of this kind would include a robust public information process. Councilor Lund expressed frustration with the closure, pointing out that parking spots would be eliminated when parking was already difficult to find downtown area.

Councilor Lund asked why landscaping was included in the project cost. Trent Lougheed explained that landscaping was included to comply with the Chehalis Municipal Code. Mayor Dawes asked if these funds had stipulations that would require such things as art installations or green space. Trent Lougheed said there were no such requirements to his knowledge.

Mayor Dawes asked if any plan was in place to add flashing crosswalk signs by Penny Playground; Trent Lougheed informed the Council that one sign was being purchased for the crosswalk by Westside Park and would look into purchasing another for Penny Playground.

Mayor Dawes closed the public hearing and reopened the regular meeting at 5:28 pm.

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

- a. Minutes of the regular City Council meeting of May 24, 2021; and
- b. Minutes of the special City Council meeting of June 7, 2021; and
- c. May 28, 2021 Claim Vouchers No. 131829 – 131907 and Electronic Funds Transfer Check Nos. 1316 – 1344, 11, and 12 in the amount of \$1,137,552.83; and
- d. May 28, 2021, Payroll Vouchers No. 41660-41687, Direct Deposit Payroll Vouchers No. 13427-13538, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 343-346 in the amount of \$767,297.96; and
- e. Amendment to the 2020-2022 Wastewater On-Call SCADA Services Agreement with Parametrix, Inc.

The motion was seconded by Councilor Ketchum and carried unanimously.

4. **Resolution No. 4-2021, Second and Final Reading- Establishing a Schedule of Fees and Charges**. Mayor Dawes asked if any changes had been made to the schedule of fees since the first reading. Kiley Franz explained that two duplicate pages had been removed from the document.

Councilor Lord pointed out that the resolution stated fees were reflective of actual costs and that was not the case with the planning and building department fees.

A motion to adopt Resolution No. 4-2021 on second and final reading was made by Councilor Ketchum. The motion was seconded by Councilor Spahr and carried four to two. Councilors Bannan and Lord opposed the motion.

5. **Award of Airfield Pavement Rehabilitation Bid to C.R. Contracting, LLC**. Brandon Rakes explained that approval of this bid was a continuation of the grant approved by the FAA for approximately \$944,000.00 which will cover the cost of this project. A 2.5% contingency budget is requested, though he believed it is unlikely it will be utilized.

A motion to award the Airfield Pavement Rehabilitation Project to C.R. Contracting, LLC in the amount of \$744,377.81; authorize \$10,000 in preliminary planning with Precision Approach Engineering; authorize \$82,000 for design services with Precision Approach Engineering; Authorize \$108,000 for services during construction with Precision Approach Engineering; authorize a 2.5% contingency budget of \$23,609.45; and authorize the City Manager to execute all project-related documents, including change orders, for and not to exceed a total project cost of \$967,987.26 was made by Councilor Ketchum. The motion was seconded by Councilor Spahr and carried unanimously.

6. **Award of Above-Ground Fuel Site Work Bid to Quigg Bros., Inc.** Brandon Rakes explained that this project has been in the works for some time, and the fuel tanks were ordered previously. This portion of the project will focus on the footings for the tanks, stormwater infrastructure, electrical work, and the decommissioning of the existing system.

Brandon Rakes explained that this system will double the fuel storage capacity at the airport. Councilor Spahr asked where the money for this project was from. Brandon Rakes informed the Council that the majority of the available funds at the airport were from commercial property leases, fuel sales, and hangar rentals. Councilor Lund asked how much of the loan payment would be funded by fuel sales. Brandon Rakes explained that he had not separated the revenue sources in this instance, but total revenues far exceeded the incurred debt.

A motion to award the bid to Quigg Bros., Inc. for \$641,277.60; authorize an additional 5% contingency budget of \$32,063.88; and authorize the City Manager to execute all documents and change orders that do not exceed a total purchase price of \$673,341.48 was made by Councilor Spahr. The motion was seconded by Councilor Ketchum and carried unanimously.

7. **Ordinance No. 1020-B, Amending CMC 10.08 to Address Impound/Immobilization of Unlawfully Parked Vehicles and to Incorporate City Fee Schedule for Penalties**. Sam Satterfield explained that this ordinance was being revised to address the revised fee schedule and clarifying when a vehicle can be towed.

Councilor Lund asked if there would be an issue with a horse and buggy being park on a sidewalk. Sam Satterfield explained that animals were covered in a different ordinance and would not be affected by this revision. Mayor Dawes asked if the effective date of this ordinance could be the date of the second passage. Sam Satterfield explained that there was typically a five day minimum effective date on ordinances, but he will look into the feasibility.

A motion to pass Ordinance No. 1020-B on first reading was made by Councilor Spahr. The motion was seconded by Councilor Ketchum and passed unanimously.

8. Administration Reports.

a. **City Manager Update**. City Manager Anderson announced the retirement of Betty Brooks, Payroll Accountant. Michelle White, previously Accounting Tech II, will be replacing Betty. Michelle's position of Accounting Tech II will be filled by Joe Cushman, who had been working as an intern in the finance department. City Manager Anderson explained that the goal was to open the pool on July 1st.

9. **Councilor Reports/Committee Updates.**

a. **Councilor Ketchum.** Councilor Ketchum informed the Council that the host of Diners, Drive-ins, and Dives had been in the area and some local restaurants may be featured in an episode.

b. **Mayor Dawes.** Mayor Dawes attended a ribbon cutting at the electronic bus station in Centralia. He also received an invitation for the Blue Star Memorial at the Veterans Memorial Museum.

3. **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 7:00 pm and there may be action taken following conclusion of the executive session. Mayor Dawes closed the regular meeting at 5:59 pm. and the executive session began at 6:04 pm. Following conclusion of the executive session, the regular meeting was reopened at 6:48 pm. Mayor Dawes announced that no decision would be made at this time. There being no further business, the meeting was adjourned at 6:48 pm.

Dennis L. Dawes, Mayor

Kiley Franz, 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
Joe Cushman, Accounting Tech II

MEETING OF: June 28, 2021

SUBJECT: Vouchers and Transfers – Accounts Payable in the Amount of \$301,595.04

ISSUE

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

DISCUSSION

The June 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. 131908 – 132012 and Electronic Funds Transfer Check Nos. 1345 – 1378 and 13 in the amount of \$301,595.04 dated June 15, 2021 which included the transfer of:

- \$ 100,867.82 from the General Fund
- \$ 1,178.32 from the Dedicated Street Fund – 4% Sales Tax
- \$ 58.69 from the Arterial Street Fund.
- \$ 5,976.06 from the Transportation Benefit District Fund
- \$ 2,003.86 from the LEOFF 1 OPEB Reserve Fund
- \$ 10,129.67 from the Public Facilities Reserve Fund
- \$ 871.22 from the Garbage Fund
- \$ 60,915.93 from the Wastewater Fund
- \$ 35,300.71 from the Water Fund
- \$ 3,855.68 from the Storm & Surface Water Utility Fund
- \$ 68,038.38 from the Airport Fund
- \$ 8,289.56 from the Custodial Court Fund
- \$ 4,109.14 from the Custodial Other Agency Fund

RECOMMENDATION

It is recommended that the City Council approve the June 15, 2021 Claim Vouchers No. 131908 – 132012 and Electronic Funds Transfer Check Nos. 1345 – 1378 and 13 in the amount of \$301,595.04.

SUGGESTED MOTION

I move that the City Council approve the June 15, 2021 Claim Vouchers No. 131908 – 132012 and Electronic Funds Transfer Check Nos. 1345 – 1378 and 13 in the amount of \$301,595.04.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Kiley Franz, City Clerk

MEETING OF: June 28, 2021

SUBJECT: Interlocal Agreement for the Washington State Department of Children, Youth, and Families (Green Hill School)

ISSUE

The interlocal agreement with the Washington State Department of Children, Youth, and Families (Green Hill School) for fire and emergency medical services is set to expire on June 30, 2021. An updated agreement has been prepared for action by the City Council.

DISCUSSION

As a state agency, Green Hill School does not pay property taxes, instead an interlocal agreement (ILA) is created with the City of Chehalis to provide fire and emergency medical services. The City has had an ILA with Green Hill School for many years. The current agreement began on July 1, 2019 and is set to expire on June 30, 2021.

The annual fee is based upon square footage of the building. The Washington State Department of Children, Youth, and Families agrees to pay \$0.185436 per square foot per year with a 2% CIP. This equates to \$28,074.18 for the period of July 1, 2021- June 30, 2022 and \$28,635.67 for the period of July 1, 2022 – June 30, 2023.

Representatives at the Washington State Department of Children, Youth, and Families have requested a continuation of the agreement originally approved on July 1, 2019. Upon approved renewal of this agreement, the new expiration date would be June 30, 2023.

FISCAL IMPACT

The City will receive \$28,074.18 for the period of July 1, 2021- June 30, 2022 and \$28,635.67 for the period of July 1, 2022 – June 30, 2023 for fire and EMS services.

RECOMMENDATION

It is recommended that the City Council approve the continuation of the interlocal agreement with the Washington State Department of Children, Youth, and Families for fire and emergency medical services and authorize the City Manager to execute the related documents.

SUGGESTED MOTION

I move that the City Council approve the continuation of the interlocal agreement with the Washington State Department of Children, Youth, and Families for fire and emergency medical services and authorize the City Manager to execute the related documents.



INTERLOCAL AGREEMENT
Fire & Emergency Medical Services for
Green Hill School

DCYF Agreement Number:
2164-20768

This Agreement is by and between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:

Contractor Contract Number:

CONTRACTOR NAME City of Chehalis		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 350 N Market Blvd Rm 101 PO Box 871 Chehalis, WA 98532		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 212-000-026	DCYF INDEX NUMBER 24034
CONTRACTOR CONTACT Jill Anderson	CONTRACTOR TELEPHONE (360) 345-1042	CONTRACTOR FAX (360) 748-0651	CONTRACTOR E-MAIL ADDRESS janderson@ci.chehalis.wa.us

DCYF ADMINISTRATION Department of Children, Youth, and Families	DCYF DIVISION Children, Youth and Families	DCYF CONTRACT CODE 2000LC-64
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DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist	DCYF CONTACT ADDRESS 1115 Washington St SE Olympia, WA 98504
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DCYF CONTACT TELEPHONE (360)870-5727	DCYF CONTACT FAX Click here to enter text.	DCYF CONTACT E-MAIL ADDRESS karena.mcgovern@dcyf.wa.gov
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IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No	CFDA NUMBER(S)
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AGREEMENT START DATE 07/01/2021	AGREEMENT END DATE 06/30/2023	MAXIMUM AGREEMENT AMOUNT \$56,709.85
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EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:

Exhibits (specify): No Data Security Exhibit

No Exhibits.

The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DCYF only upon signature by DCYF.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DCYF SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

DCYF General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Contract" or "Agreement" means the entire written agreement between DCYF and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - b. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - c. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children, Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - d. "DCYF Contracts Department" means the Department of Children, Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - e. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "Program Agreement" means an agreement between the Contractor and DCYF containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DCYF.
 - h. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - i. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - j. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - k. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DCYF.

DCYF General Terms and Conditions

4. Billing Limitations.

- a. DCYF shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DCYF shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DCYF shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law.

At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

6. Debarment Certification.

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DCYF if, during the term of this Contract, Contractor becomes Debarred. DCYF may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

7. Governing Law and Venue.

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

8. Independent Contractor.

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

9. Inspection.

The Contractor shall, at no cost, provide DCYF and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DCYF client records, wherever located. These inspection rights are intended to allow DCYF and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.

10. Maintenance of Records.

The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

DCYF General Terms and Conditions

11. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
12. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
13. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
14. **Termination Due to Change in Funding.** If the funds DCYF relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DCYF may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
15. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DCYF.

Additional General Terms and Conditions – Interlocal Agreements:

16. **Disputes.** Both DCYF and the Contractor (“Parties”) agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency’s respective operational protocols, to the Secretary of DCYF (“Secretary”) and the Contractor’s Agency Head (“Agency Head”) or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to

DCYF General Terms and Conditions

the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

17. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DCYF harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DCYF shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DCYF's performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

18. Ownership of Material.

Material created by the Contractor and paid for by DCYF as a part of this Contract shall be owned by DCYF and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DCYF is owned by the Contractor and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

19. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

DCYF General Terms and Conditions

- (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DCYF may require the Contractor to reimburse DCYF in accordance with 2 CFR Part 200.

20. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given fifteen (15) working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing thirty (30) calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DCYF shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

- 21. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Resident" means any or all of the clients, residents, or patients at Green Hill School.
 - b. "Green Hill School" or "GHS" means a juvenile rehabilitation center owned and operated by the State of Washington, DCYF, located at 375 SW 11th St, Chehalis, WA 98532.
2. **Purpose.** The purpose of this Contract is for the Contractor to provide emergency medical, fire suppression, fire protection, and inspection services for the Green Hill School (GHS) campus in accordance with RCW 35.21.775.
3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - a. Provide fire protection and suppression services to all lands, equipment, buildings and their contents, related property improvements, and the personal property of Residents and employees located on or at the GHS campus in Lewis County, Washington. Contractor shall provide quarterly written performance reports that identify the number of fire and suppression services calls responded to at GHS, the type of incidents, and the services provided by the Contractor.
 - b. Provide emergency medical services to all people residing, working or visiting the GHS campus. Contractor shall provide quarterly written performance reports that identify the number of emergency medical services calls responded to at GHS, the type of incidents, and the services provided by the Contractor.
 - c. Provide inspections as often as necessary, but not less than annually, across the whole of the GHS campus for the purpose of identifying fire code violations and any other law affecting fire and life safety in order to ensure the safety of individuals in GHS campus facilities. Upon completion of annual inspections, Contractor shall provide a written report to GHS of its findings and recommendations.
 - d. For any significant fire/incident to which the Contractor responds, where the fire/incident results in a required debriefing by GHS administration officials, a representative of the Contractor shall provide consultation during the incident debriefing. For significant fire/incidents to which the Contractor responds, Contractor shall provide a written summary report of the debriefing information Contractor provided to GHS.
 - e. The Contractor shall send all required written reports within this Agreement to the DCYF Capital Budget Facilities Administrator below:

Trent Phillips
Capital Budget Facilities Administrator
1110 Jefferson St SE
Olympia, WA 98501
360.951.0717
trent.phillips@dcyf.wa.gov

4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of **\$56,709.85**, including any and all expenses, and shall be based on the following:

Special Terms and Conditions

- a. DCYF shall pay the Contractor a fee based upon the sum of the GHS total square footage of improvements multiplied by \$.185436 per square foot per year.
- b. GHS total gross square footage as of July 1, 2021 equals 305,819.
 - (1) 305,819 sf x \$.185436 equates to \$28,074.18 for the period July 1, 2021 - June 30, 2022 and \$28,635.67 for the period July 1, 2022 – June 30, 2023.
- c. This contract may be extended by additional two year terms upon mutual agreement of the parties.
- d. All payments to Contractor under this Contract shall be contingent upon Contractor's satisfactory completion of all goods and services, including all written reports.

5. Billing and Payment.

- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DCYF. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to **Green Hill School, Attn: Business Office, 375 SW 11th St, Chehalis, WA 98532** by the Contractor not more often than monthly. The invoices shall describe and document to DCYF' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- b. Payment. Payment shall be considered timely if made by DCYF within thirty (30) days after receipt and acceptance by Green Hill School of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DCYF may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. Insurance.

- a. DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

_____ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DCYF, provide certificates of insurance to that effect to the DCYF contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DCYF, its elected and appointed officials, agents, and employees shall be named as additional insureds.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Kiley Franz, City Clerk

MEETING OF: June 28, 2021

SUBJECT: Resolution No. 5-2021, First and Final Reading – Declaring City Property to be Surplus

ISSUE

The Public Works Department and the Fire Department have property that is no longer needed. State law requires that property must first be declared surplus by the City Council before being sold, transferred, or disposed of.

DISCUSSION

The Public Works Department has a chip spreader that has exceeded its useful life and has been replaced by a unit purchased in 2017. The chip spreader will be evaluated for either auction potential or scrap value. The GMC TV Van was a storm line camera equipment van, which has been replaced by current technology camera equipment.

The Fire Department 1997 Ford Fire Truck is currently being utilized as the ARFF (Aircraft Rescue and Firefighting) unit at the airport. E48-4 is 44 years old and has been in service 24 years longer than the survey and rating bureau's recommended replacement schedule of 20 years. It is not included in the current fire flow requirement for the city's Class 5 rating. We are replacing it with Engine 48-3, which was manufactured in 1993 and has a higher gallons per minute flow of 1500 gpm.

A chair from City Hall will be disposed of. This chair is worn and is no longer of use.

FISCAL IMPACT

Proceeds from items that are sold or auctioned will go to their respective department/division or the general fund when applicable.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 5-2021.

SUGGESTED MOTION

I move that the City Council adopt Resolution No. 5-2021 on first and final reading.

RESOLUTION NO. 5-2021

**A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON,
DECLARING PERSONAL PROPERTY OF THE CITY OF CHEHALIS TO
BE SURPLUS AND OF NO FURTHER USE TO THE CITY, AND
DIRECTING THE DISPOSITION THEREOF.**

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

Section 1. The following described personal property of the city of Chehalis, Washington, a municipal corporation, shall be, and the same hereby is, declared to be surplus and no longer of necessary use.

Public Works Department (Wastewater)	Identifying Information
One (1) Chip Spreader	City Tag: S-21 Serial Number: 217
One (1) GMC Van	City Tag: SW-5
Fire Department	Identifying Information
One (1) 1997 Ford Fire Truck	VIN: D80DVAH0262
City Hall	Identifying Information
One (1) Chair	City Tag: 00432

Section 2. The personal property described herein shall be disposed of by the City Manager.

ADOPTED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 28th day of June, 2021.

Dennis L. Dawes, Mayor

Attest:

Kiley Franz, City Clerk

Approved as to form and content:

Erin Hillier, City Attorney

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Erin Hillier, City Attorney
Randy Kaut, Interim Police Chief

MEETING OF: June 28, 2021

SUBJECT: Ordinance No. 1020-B, Second and Final Reading, Amending CMC 10.08 to Address Impound/ Immobilization of Unlawfully Parked Vehicles and to Incorporate City Fee Schedule for Penalties

INTRODUCTION

The first reading of Ordinance No. 1020-B was held at the June 14, 2021 City Council meeting to facilitate the updating of the City’s impound/immobilization of unlawfully parked vehicles ordinance and to incorporate the City fee schedule for penalties. This ordinance has been prepared to address two issues in the Municipal Code needing clarification and/or resolution:

- 1) ***Process for adopting parking fees/fines:*** The Chehalis City Council recently adopted a comprehensive Fee Schedule by resolution on first reading and current code provisions provide specific penalty amounts in conflict with the proposed adopted fees/fines on the Fee Schedule.
- 2) ***Parking Ordinance Clarification:*** The Chehalis Municipal Code allows for the immediate impound of vehicles under certain circumstances, but generally requires a 24-hour notice period prior to removal. City officers have encountered multiple situations where immediate impound is necessary, but not clearly authorized in the language of the current city code provisions.

The second and final reading of Ordinance No. 1020-B is scheduled for the June 28, 2021 City Council meeting. There have been no changes to the ordinance since the first reading.

PROCESS FOR ADOPTING PARKING FEES/FINES:

In the past, if the City Council adopted fees or fines by ordinance, they were required to adjust those fee amounts by ordinance as codified directly into the city code. The City has the legal authority to adopt civil fees/fines by resolution and amend these from time to time. By adopting a fee schedule by resolution, the City avoids making repeated and permanent changes to the body of their code provisions, requiring staff and Council to revisit each code section to ensure continuity every time fees are changed.

Most cities adopt fees and fines by resolution and keep a general fee schedule easily available to the public. Now that such a schedule has been prepared for Chehalis, we are working to

ensure areas where the code designates conflicting fees will now refer to the current City Fee Schedule.

CLARIFICATION OF THE PARKING ORDINANCE

In the past, the Police Department has encountered situations where vehicles have been parked unlawfully, affecting vehicle traffic, pedestrian traffic, or otherwise impermissibly located on areas not intended or designated for parking. At times, vehicles have been parked in violation of city ordinance and state law but the language of our current city code does not provide clear authorization for the vehicle's immediate removal when necessary. As a result, the ambiguity of the code provisions has left officers to make discretionary decisions for enforcement when facing immediate issues in the field. Some of these decisions have been upheld in the court appeal process, and some have not. It is in the City's interest to amend the language to clarify the parking violation process for law enforcement and for the public.

Although current Washington State RCW and Chehalis City Ordinance state that driving or parking in unlawful areas is a violation, no adequate language exists to allow the officers to remove those vehicles when the situation immediately requires response. Instead, there is a requirement for 24-hour notice.

Public colleges and universities in Washington State allow for immediate impound where the driver or owner is contacted by an officer and refuses to move the unlawfully parked vehicle. Language to this effect can be found within Washington Administrative Code provisions, such as WAC 132N-156-550; 174-116-261; and 516-12-470. The City of Chehalis as a municipal corporation and code city, may establish its own regulations subject to preemption by state and federal law. Under these circumstances, where parking violations are already identified within state and municipal regulations, the City has an interest in clarifying its procedural language for parking violations, enforcement, and penalties.

PROPOSED ORDINANCE

The title of the ordinance is:

Ordinance of the City of Chehalis, Washington, Amending Title 10:08 Parking of the Chehalis Municipal Code to Conform to Parking Fees Set Forth in the Current City Fee Schedule as Amended by City Council from Time to Time; Amending 10:08.050 to Include all City Right-of-Ways and Proved for Officer Action to Impound or Immobilize Unlawfully Parked Vehicles; and Establishing an Effective Date Hereof.

The proposed Ordinance includes the language necessary to resolve the issues of concern as discussed above. The Ordinance will set forth that the fees/fines for parking violations will be set forth in the City's fee schedule. The Ordinance also clarifies the procedures and conditions relating the ability to immediately impound a vehicle in the City's Right-of-Way when certain provisions of the Code are violated.

FISCAL IMPACT

There is no fiscal impact associated with the proposed Ordinance.

RECOMMENDATION

It is recommended that the City Council adopt Ordinance No. 2020-B on second and final reading.

SUGGESTED MOTION

I move that the City Council adopt Ordinance No. 2020-B on second and final reading.

ORDINANCE NO. 1020-B

AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, AMENDING TITLE 10.08 PARKING OF THE CHEHALIS MUNICIPAL CODE TO CONFORM TO PARKING FEES SET FORTH IN THE CURRENT CITY FEE SCHEDULE AS AMENDED BY CITY COUNCIL FROM TIME TO TIME; AMENDING 10.08.050 TO INCLUDE ALL CITY RIGHT-OF-WAYS AND PROVIDE FOR OFFICER ACTION TO IMPOUND OR IMMOBILIZE UNLAWFULLY PARKED VEHICLES; AND ESTABLISHING AN EFFECTIVE DATE HEREOF.

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

Section 1. Chehalis Municipal Code Section 10.08.050, Rules and regulations – Violation - Penalty, shall be amended as follows:

“Any person, firm, or corporation violating any provisions of the rules and regulations promulgated under this chapter may, upon notice being received, be responsible for payment of a civil assessment in an amount to be established from time to time by the city, dependent upon the type of violation occurring. Should any person, firm, or corporation found to have violated any provision under this chapter fail to pay the assessment in the time required by the city, said person, firm, or corporation subjects himself, herself, or itself to a misdemeanor charge for failure to comply with a mandate of the city. In addition, whenever a police officer finds a vehicle standing upon the right-of-way in violation of any provision of CMC 10.08.020, the officer may provide for the removal of the vehicle or require the driver or other person in charge of the vehicle to move the vehicle to a position off the right-of-way. Drivers or vehicle owners instructed by an officer to either move an unlawfully-parked vehicle or not to park in violation of CMC 10.08.020, and refuse, may have their vehicle immediately impounded or immobilized at the discretion of the officer.”

Section 2. Chehalis Municipal Code Section 10.08.060, Parking prohibited at all times on certain streets – Penalty for violation, Subsection B, shall be amended as follows:

“B. Vehicles found in violation of this section may incur an infraction fee per violation in the amount set forth in the current City Fee Schedule and/or impoundment of the vehicle.”

Section 3. Chehalis Municipal Code Section 10.08.130, Parking time limits – Penalty for violation, Subsection C, shall be amended as follows:

“C. A first infraction shall constitute overtime parking and shall result in a fee penalty in the amount set forth in the current City Fee Schedule. If a vehicle is found, pursuant to

this chapter, parked within the areas designated herein subsequent to the issuance of the first violation notice in that same day, the same shall constitute chain parking and shall be assessed a penalty pursuant to CMC 10.08.140.”

Section 4. Chehalis Municipal Code Section 10.08.140, Civil assessments, Subsections A, D, and E, shall be amended as follows:

“A. Overtime Parking. Exceeding the established time limit for a designated parking space shall result in a fee penalty in the amount set forth in the current City Fee Schedule for first, second, and subsequent offenses.”

D. Miscellaneous parking violations as defined by CMC 10.08.020 shall be subject to a fee penalty in the amount set forth in the current City Fee Schedule for each violation within a 24-hour period.

E. The monetary penalty for failure to respond to a parking infraction within 15 days of the issuance shall be subject to a fee penalty in the amount set forth in the current City Fee Schedule for each parking infraction regardless of the time period in which the offense(s) occurred and regardless of the violation.”

Section 5. Chehalis Municipal Code Section 10.08.170, Tampering with parking enforcement process is a violation, Subsection B, shall be amended as follows:

“B. The penalty for violation of this section shall be a fee penalty in the amount set forth in the current City Fee Schedule.”

Section 6. Chehalis Municipal Code Section 10.08.200, City parking lots – Violations/penalties, Subsection A, shall be amended as follows:

“A. Failure to pay fees in a time-regulated municipal parking lot pursuant to this chapter shall constitute a parking infraction and shall be penalized as follows:

1. City Parking Lots – Four-Hour and 24-Hour. If a vehicle is found, pursuant to this chapter, parked within a time-regulated municipal lot in excess of the established time, the same shall constitute an infraction resulting in a fee penalty in the amount set forth in the current City Fee Schedule. Nothing in this section will prohibit a vehicle from being cited for multiple violations.
2. Permitted City Parking Lots. If a vehicle is found, pursuant to this chapter, parked in a permit lot without a valid city-issued permit, the same shall constitute an infraction resulting in a fee penalty in the amount set forth in the current City Fee Schedule. Nothing in this section will prohibit a vehicle from being cited for multiple violations.”

Section 7. The effective date of this ordinance shall be the _____ day of _____, 2021.

PASSED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor at a regularly scheduled open public meeting thereof this _____ day of June, 2021.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

**CHEHALIS SPECIAL CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Tammy Baraconi, Planning and Building Manager
Rick Mack, Code Inspector/Fire Marshall

MEETING OF: June 28, 2021

SUBJECT: **Ordinance No. 1018-B, Implementing the 2018 International Building Code –
Second and Final Reading**

INTRODUCTION

The first reading of Ordinance No. 1018-B, implementing the new 2018 International Building Code (IBC) as required by the State of Washington, occurred at the April 26, 2021, City Council Meeting. The second reading was scheduled for May 10, 2021; however, the City Council acted to postpone the second reading until the June 28, 2021, City Council Meeting. The City Council also asked that a special meeting be scheduled to discuss some issues that remained a concern prior to June 28 meeting.

A special City Council meeting was held on Monday, June 7 to provide an opportunity for the City Council to discuss the outstanding issues related to the proposed fire flow requirements and to provide some additional information on the purpose, contents, and impacts of the IBC. The following professionals participated in the meeting to address questions relating to the IBC:

- Jason Gano, Olympia Master Builders
- David Spencer, Certified Building Official and an International Code Committee (ICC) Board member (Via Zoom)
- LG Nelson, Contract Building Official for the City of Chehalis
- Rick Mack, Code Inspector/Fire Marshall
- Tedd Hendershot, City of Chehalis Fire Chief
- Tammy Baraconi, Planning and Building Manager

After the issues of concern had been addressed, the City Council concluded the discussion and indicated that it would consider the second reading at this meeting.

WA STATE BUILDING CODE REQUIREMENTS

The International Building Code (IBC) is updated every three years. The Washington State Building Code Council then recommends adoption with amendments to the Washington State Legislature. The Legislature then adopts the codes with amendments and enacts them Statewide through the Revised Code of Washington (RCW) 19.27 the State Building Code Act.

The Washington State Building Code is published by the International Code Council (ICC). Jurisdictions in the state are required under RCW 19.27 and applicable Washington Administrative Code (WAC) to adopt

the ICC Codes with certain exceptions, as amended by the State Building Code Council. These documents comprise what is typically referred to as the International Building Code.

The draft of proposed Ordinance No. 1018-B implementing the 2018 International Building Code includes the following components:

- The International Building Code
- International Residential Code
- The National Electric Code
- International Mechanical Code
- International Property Maintenance Code
- Washington International Energy Conservation Code
- International Existing Building Code
- International Fire Code (excluding nonmandatory provisions for automatic sprinkler systems)
- International Urban-Wildlife Interface Code (*Chapters, 2, 3, 4, and Appendix E*)

The list above includes some new requirements imposed by the State and some optional codes being recommended to create additional alternatives for improving and maintaining existing structures, including residential buildings. These include:

- ***Washington International Energy Conservation Code (Mandatory)***
 - Jurisdictions have the option of creating their own code that *meets or exceeds* the State's requirements.
 - RCW 17.27A.030(6) does not allow local jurisdictions to adopt or create an energy code that is ***less*** stringent than what has been adopted by the State.
 - Builders across the state, including those serving our local community, have expressed concern about the cost of meeting the new requirements.
 - The challenges include the potential costs associated with the increase in requirements for insulation, sealing/vapor barriers, windows, and under floor insulation in new construction.
- ***International Urban-Wildlife Interface Code. (Only the Mandatory Sections as Set forth in RCW 19.27.031 and RCW 19.27.560)***
 - The provisions of this section of the IBC provide standards that mitigate for fire hazards including, but not limited to roof materials, wall construction techniques, and use of fire-retardant materials on exterior surfaces.
 - This code could provide a greater range of mitigation options when building in areas with insufficient fire flow.
 - Would only be enforced after the completion of the statewide mapping of wildland urban interface areas currently in progress by the WA Department of Natural Resources.
- ***International Property Maintenance Code with amendments for local conditions (Optional)***
 - This element is optional; however, if it is not adopted, there will be very limited ability to enforce property maintenance standards in the City because the document the Code currently references is the Uniform Code of Abatement of Dangerous Buildings of 1997
 - This document is out of date and unsupported by the required International Building Code (IBC) because it is based on the 1997 Uniform Building Code which no longer exists as an applicable document.

- ***The International Existing Building Code (Optional)***

- This Code is used to identify acceptable standards and modifications for existing structures.
- If this Code is not adopted, existing structures would need to meet the requirements for new structures which is impractical and often infeasible.

NONMANDATORY FIRE SPRINKLER REQUIREMENTS REMOVED AFTER FIRST READING

At the first reading of the Ordinance on May 10, 2021, the City Council directed that the optional provision of the IBC requiring fire sprinklers in new single-family homes and duplexes be removed from the Ordinance. The City Attorney has revised the Ordinance and its exhibit, which is the proposed Code, to remove the applicable references. In the process of making the changes directed by the City Council, it was determined that the section of the Ordinance related to fire-flow requirements would also need to be discussed to clarify how the proposed Code would and would not require mitigation in situations where there is inadequate fire-flow available to meet existing IBC standards, which are also included in the new proposed Ordinance in the International Fire Code (IFC) Appendix B

FIRE FLOW REQUIREMENTS AND INSURANCE RATINGS

The Washington Surveying and Rating Bureau (WSRB) is an independent, non-profit public service organization which gathers and publishes information for use by the insurance industry. The WSRB evaluates fire protection/suppression capabilities of cities and fire protection districts throughout Washington using a schedule approved by the Washington Insurance Commissioner. It then assigns a Protection Class Rating ranging from 1-10 with 1 representing exemplary fire protection capabilities and 10 representing no recognizable fire protection/suppression response at all.

The insurance industry uses a community's relative protection class rating to set insurance premiums. The WSRB evaluates four (4) major features and their relative percentage value, each against an ideal standard, and assigns deficiency points to arrive at its findings. At present, the city of Chehalis enjoys a protection class rating of 5. The four major features by percentage are:

1. Water Supply - 35%
2. Fire Department – 40%
3. Emergency Communications – 9%
4. Fire Safety Control – 16%

Within each feature, there are numerous areas given consideration. For example, in Water Supply, fire hydrant distribution is evaluated, and a point value is assigned accordingly.

The Chehalis City Council has historically adopted International Fire Code (IFC) Appendix B - Fire Flow for Buildings as the approved method for determining the required fire-flow. This has been the consistent practice since the inception of the International Fire Code in the year 2000 and in the Uniform Fire Code which preceded it. A provision in Appendix B gives the fire code official authority to reduce the required amount of fire-flow by half when residential sprinklers are installed. That is because the code recognizes the effectiveness of residential sprinklers to activate when a fire is small and containable.

MEETING FIRE-FLOW REQUIREMENTS

The attached version of the Ordinance, includes the following language has been added in Section 1 (A) and Section 1(I): *"...and excluding nonmandatory provisions for automatic sprinkler systems."* This

language would eliminate the requirement for sprinklers in new single-family homes and duplexes, as well as significant remodels, in areas where there is adequate fire-flow, consistent with City Council direction on April 26, 2021.

Fire-Flow Requirement in City Limits: In the rare instances where there may not be adequate fire-flow inside of City limits, new development may be required to install a fire sprinkler system as a mitigation measure, under the applicable sections of the Code, specifically Section 2(D) d. Fire-Flow Requirements for Buildings. This is a current standard and would remain a requirement as the Ordinance is currently written. At this time, the need to apply the requirement inside City limits would likely be a rare occurrence.

Fire-Flow Requirements in the UGA: The original version of the Ordinance also includes the following new provision related to the Urban Growth area (UGA) in Section 2 (D) d. referencing Appendix B, Section B 105 of the International Fire Code, Fire-Flow Requirements for Buildings:

B105.1 One and two dwelling family dwellings. Water tender credit, as established by the Washington Surveying and Rating Bureau, shall be permitted to satisfy the minimum fire-flow and flow duration requirements for one and two-family dwellings in the Urban Growth Area (UGA).

In the attached version of the ordinance, the section is presented as crossed-out:

~~*B105.1 One and two dwelling family dwellings. Water tender credit, as established by the Washington Surveying and Rating Bureau, shall be permitted to satisfy the minimum fire-flow and flow duration requirements for one and two-family dwellings in the Urban Growth Area (UGA).*~~

It is crossed out to highlight that the language has been the subject of significant discussion during the previous City Council meetings, most notably the special City Council meeting on June 7, 2021. At that meeting, Chief Hendershot provided comments on what could be expected when the City relies on another agency for response. The approved meeting minutes state:

Councilor Spahr asked if automatic aid agreements with Lewis County Fire District #6 and Riverside Fire Authority could be utilized as fire suppression measures. Chief Hendershot explained that Lewis County Fire District #6 does not bring a water tender truck to a fire unless they have additional volunteers on staff, fire engines will be the first responding units.

The question before the City Council at this time is whether or not the City Council wants to maintain the status quo and continue the existing practice of requiring new construction in the parts of the UGA that do not have adequate fire-flow to meet fire-flow requirements at the time of construction, which is typically done by requiring fire sprinklers? Maintaining the existing practice would mean that water tender credits could not be used to mitigate the lack of adequate fire-flow. The requirement would only apply to new construction in the parts of the UGA that do not have adequate fire-flow.

KEY POLICY QUESTIONS

Question #1: In the rare instances that it would likely apply, does the City Council want maintain the status quo and keep the existing requirement for fire-flow mitigation for new single-family homes and duplexes in City limits, which is primarily done by installing fire-sprinklers?

Question #2: Does the City Council want to maintain the status quo and continue the existing practice of requiring new construction in the parts of the UGA that do not have adequate fire-flow to meet fire flow requirements as part of the construction, which is typically done by requiring fire-sprinklers?

Maintaining the existing practice would mean that water tender credits could not be used to mitigate the lack of adequate fire-flow.

DISCUSSION OF QUESTION #1: FIRE- FLOW MITIGATION IN CITY LIMITS

At the current time, the City does not own a vehicle known as a Fire Tender. In addition, the City, when fully staffed, has three firefighters on duty; however, with staffing shortages and various personnel leave needs, typically there are only two firefighters on duty. Lewis County Fire District (LCFD) #6 does own a Fire Tender and provides mutual aid to the City of Chehalis; however, they are also typically staffed with only two paid firefighters, supplemented by on-call volunteers.

If the fire emergency occurred at a time when the Chehalis FD was on another call, response could be delayed from the outset. In addition, the ability to respond with a Fire Water Tender would require another agency to respond in any circumstance. With a structure fire, mutual aid would be called immediately, so LCFD #6 and/or Riverside Fire Authority (RFA) would also be responding. Both agencies have Fire Tenders. However, the reliance on another agency to provide equipment not currently owned by the City, would likely add to the response time. This could increase the likelihood of severe property damage to the initial structure and neighboring properties, potentially many, if the fire emergency occurred during fire season.

Recommendation Regarding Question #1: It is recommended that the City Council maintain the existing practice that has been in place for more than a decade and continue to require mitigation measures in the rare instances when new single-family homes or duplexes are being built in an area with inadequate fire-flow inside City limits. Existing homes would not be required to meet the requirement.

DISCUSSION OF QUESTION #2 – Does the City Council Want to Change Existing Practice in the UGA?

There has been discussion about allowing new single-family homes and duplexes being built in the UGA to use the availability of water tenders as a mitigation for inadequate fire flow. While this makes sense in a County area where there are not typically fire hydrants, it gets more complicated as the City is preparing to annex portion of the UGA as soon as feasible. When the City annexes the area currently in the UGA, it will need to have the resources to provide municipal services to the annexed area, including fire protection. This is currently the responsibility of the Chehalis Fire Department. Annexation will require the resources to hire additional firefighters and purchase (or otherwise secure) equipment during the annexation process, including a Water Tender.

If there is an exception for fire-flow requirements in the UGA, there would also be the administration of the different code provisions until annexation, which would ultimately need to be reconciled in some way when the UGA becomes part of the City. More challenging is that it is conceivable that a large part of the future City proper would not have adequate fire flow, creating the need for the future taxpayers of the entire City to take on the challenges purchasing and staffing water tenders and/or other equipment until the fire prevention infrastructure associated with living in an urban area could be designed, funded, and constructed. It is recognized that requiring sprinklers in future construction in the UGA moving forward does not resolve the existing issues with buildings in the UGA that do not have adequate fire flow and were constructed with the availability of water tenders as the fire-flow mitigation.

This situation has short-term and long-term policy consequences. If the UGA exception is removed from the proposed Code, it will create an additional requirement for builders of single-family and duplexes that will increase the cost of the home in the near future, which is never popular. If the UGA exception remains in the proposed Code, the City will be acknowledging that it is allowing single-family

developments and duplexes to be constructed relying solely on the availability of water tenders, currently only available from another agency, to respond quickly enough to prevent the loss of life and protect surrounding properties while managing the fire source.

This matter is being identified so that the City Council is fully aware of the initial situation and potential unintended consequences of the policy decision that the City may face in the future.

Recommendation Regarding Question #2: It is recommended that the City Council maintain the status quo and continue the existing practice of requiring new construction in the parts of the UGA that do not have adequate fire-flow to meet fire-flow requirements as part of the construction, which is typically done by requiring fire-sprinklers. Maintaining the existing practice would mean that water tender credits could not be used to mitigate the lack of adequate fire-flow for new construction of single-family homes and duplexes.

NEW WA STATE ENERGY CODE REQUIREMENTS

The International Building Code (IBC) is updated every three years. The Washington State Building Code Council then recommends adoption with amendments to the Washington State Legislature. The Legislature then adopts the codes with amendments and enacts them Statewide through the Revised Code of Washington (RCW) 19.27 the State Building Code Act.

Currently the City's building code is found in Chapter 17, Appendix Chapter E. Staff proposes that this code be moved to CMC 17.10, making it easier for the public to find. Many of the changes in the proposed Ordinance are minor in nature and administrative in nature, with the exception of the required adoption of the Washington State Energy Code (WSEC), found in RCW 19.27A and the fire sprinkler and fire-flow impacts discussed earlier in this report.

RCW 17.27A.030(6) does not allow local jurisdictions to adopt or create an energy code that is less stringent than what has been adopted by the State. Unfortunately, The WSEC is proving to be challenging for many of our local developers which is why there was an influx of building permit applications at the end of January. The challenges include the potential costs associated with the increase in requirements for insulation, sealing/vapor barriers, windows, and under floor insulation in new construction.

FISCAL IMPACT

There are no fiscal impacts to the City related to the process of adopting the building code. However, there are varying impacts to those renovating existing buildings or building new structures. The WA energy code requirements are expected to increase the cost of a residential structure significantly, with estimates ranging from \$7,500 to \$20,000.

RECOMMENDATION

It is recommended that the City Council pass Ordinance No. 1018-B CMC 17.10 Building Code on second and final reading with language to maintain the existing practice requiring mitigation measures at the time of construction of new single-family homes or duplexes that are being built in an areas with inadequate fire-flow inside City limits and areas with inadequate fire- flow in the UGA.

- This is the continuation of what has been done to mitigate for inadequate fire-flow for many years.
- This is typically done by requiring fire-sprinklers.

- Maintaining the existing practice would mean that water tender credits could not be used to mitigate the lack of adequate fire-flow for new construction of single-family homes and duplexes.
- This requirement would not apply to existing homes.

SUGGESTED MOTION

I move that the City Council pass Ordinance No. 1018-B CMC 17.10 Building Code on second and final reading with language to maintain the existing practice requiring mitigation measures at the time of construction of new single-family homes or duplexes that are being built in an areas with inadequate fire-flow inside City limits and areas with inadequate fire- flow in the UGA.

ORDINANCE NO. 1018-B

AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON ADOPTING THE INTERNATIONAL BUILDING CODES AND IN FURTHERANCE, AND AMENDING THE ADOPTED CODES HEREIN, ADOPTING CODE APPENDICES, ADOPTING THE NATIONAL ELECTRIC CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL URBAN-WILDLAND INTERFACE CODE, AND APPROVING A SUMMARY FOR PUBLICATIONS AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHEHALIS

WASHINGTON, as follows:

Section 1: Code Adoption: The City of Chehalis adopts the following codes:

THE CHEHALIS BUILDING CODE.

(A). Adopted. International Building Code. There is adopted and by this reference made a part of this chapter as though fully set forth herein, at length, that certain code, known as the International Building Code, or most current edition, as amended by Washington Administrative Code Chapter 51-50, including the appendices G, Flood Resistant Construction; I, Patio Covers; and J, Grading as the Building Code and Residential Code of the City of Chehalis; provided that those sections of the International Building code are amended to read as set forth in Section 2 and excluding nonmandatory provisions for automatic sprinkler systems.

(B) Adopted. International Residential Code. There is adopted and by this reference made a part of this chapter as though fully set forth herein, at length, that certain code, known as the Residential Building Code, or most current edition, as amended by Washington Administrative Code Chapter 51-51, including the appendices G, Swimming Pools, Spas, and Hot Tubs; and H, Patio Covers as the Residential Code of the City of Chehalis; provided that

those sections of the International Residential code are amended to read as set forth in Section 2 and excluding nonmandatory provisions for automatic sprinkler systems.

(C) **Adopted. The National Electric Code**, 2017 Edition or most current edition.

(D) **Adopted. The Uniform Plumbing Code** or most current edition, as amended by the Washington Administrative code Chapter 51-56, published by the International Association of Plumbing and Mechanical Officials, as amended by the Washington Administrative Code 51-56, including Appendix M as amended; provided that any provisions of such code affecting fuel gas piping are not adopted, is adopted as the plumbing code of the city.

(E) **Adopted. International Mechanical Code.** There is adopted and by this reference made a part of this chapter as though fully set forth herein, at length, that certain code, known as the International Mechanical Code, or most current edition, as amended by Washington Administrative Code Chapter 51-52, published by the International Code Council and the mechanical code of the city, and the International Fuel Gas Code, except that the standards for liquefied petroleum gas installations shall be NFPA 58 (Storage and Handling of Liquefied Petroleum Gases) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code, as the mechanical code of the City.

(F) **Adopted. International Property Maintenance Code.** There is adopted and by reference made a part of this chapter as though fully set forth herein, at length, that certain code known as the International Property Maintenance Code or latest edition published by the International Code Council provided that these sections are amended to read as set forth in Section 2.

(G) **Adopted. The Washington International Energy Conservation Code** or most current version as adopted by the state of Washington.

(H) Adopted. The International Existing Building Code or most current edition, published by the International Code Council.

(I) Adopted. International Fire Code. There is adopted, except as amended in this chapter that certain code known as the International Fire Code, or most current edition, as amended by the Washington Administrative Code Chapter 51-54, including those standards of the National Fire Protection Association specifically referenced in the International Fire Code: PROVIDED, That, notwithstanding any wording in this code, participants in religious ceremonies shall not be precluded from carrying hand-held candles. Section 308.3.1, Open-flame cooking devices, is deleted in its entirety. Section 503, Fire apparatus access roads, is adopted and appendices are adopted, provided that these sections are amended to read as set forth in Section 2. and excluding nonmandatory provisions for automatic sprinkler systems.

(J) Adopted. International Urban-Wildlife Interface Code, there is adopted and by reference as amended by the Washington Administrative Code Chapter 51-54, limited to the following parts of Section 503, Ignition-resistant construction and material in its entirety. Section 504.2 Roof covering are adopted with the following conditions:

- i. The roof covering on buildings or structures in existence prior to the adoption of the wildland urban interface code under this section that are replaced or have fifty percent or more replaced in a twelve month period shall be replaced with a roof covering required for new construction based on the type of ignition-resistant construction specified in accordance with section 503 of the International Wildland Urban Interface Code.
- ii. The roof covering on any addition to a building or structure shall be replaced with a roof covering required for new construction based on the type of ignition-

resistant construction specified in accordance with section 503 of the International Wildland Urban Interface Code.

Section 504.5 Exterior Walls are adopted with the following conditions:

- i. Exterior walls of buildings or structures shall be constructed with one of the following methods and shall extend from the top of the foundation to the underside of the roof sheathing:
 - a. Materials approved for not less than one hour fire-resistance rated construction on the exterior side;
 - b. Materials approved for not less than one hour fire-resistance rated construction on the exterior side;
 - c. Heavy timber or log wall construction;
 - d. Fire retardant-treated wood on the exterior side. The fire retardant-treated wood shall be labeled for exterior use and meet the requirements of section 2303.2 of the International Building Code;
- or
- e. Ignition-resistant materials on the exterior side.

Section 504.7 Appendages and projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall not be less than one hour fire-resistance rated construction, heavy timber construction, or constructed of one of the following:

- i. Approved noncombustible materials;
- ii. Fire retardant-treated wood identified for exterior use and meeting the requirements of section 2303.2 of the International Building Code; or

- iii. Ignition-resistant building materials in accordance with section 503.2 of the International Wildland Urban Interface Code.

This section does not apply to an unenclosed accessory structure attached to buildings with habitable spaces and projections, such as decks, attached to the first floor of a building if the structure is built with building materials at least two inches nominal depth and the area below the unenclosed accessory structure is screened with wire mesh screening to prevent embers from coming in from underneath.

Section 403.2 Driveways- Driveways shall be provided where any portion of an exterior wall of the first story of the building is located more than one hundred fifty feet from a fire apparatus access road. Driveways in excess of three hundred feet in length shall be provided with turnarounds and driveways in excess of five hundred feet in length and less than twenty feet in width shall be provided with turnouts and turnarounds. The county, city, or town will define the requirements for a turnout or turnaround as required in this subsection.

Section 2: Code Amendments.

(A) Amended. The International Building Code as adopted in Section 1 is amended to read as follows:

Section 101.1.

These regulations shall be known as the Building Code of the City of Chehalis, Washington, hereinafter referred to as “this code.”

Section 101.4.1, Electrical.

The provisions of the 2017 National Electric Code as adopted in City of Chehalis Municipal Code Chapter 17.10.010(C) shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

Section 101.4.4, Plumbing.

The provisions of the 2018 Uniform Plumbing Code as adopted by City of Chehalis Municipal Code Chapter 17.10.010(D) shall apply to the installation, alteration, repair and

replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the State of Washington requirements for private sewage disposal shall apply to private sewage disposal systems.

Section 101.4.5, 2018 International Property Maintenance Code.

The provisions of the 2018 International Property Maintenance Code as adopted by City of Chehalis Municipal Code Chapter 17.10.010(F) shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards, responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

Section 101.4.7, 2018 Washington State Energy Code.

The provisions of the 2018 Washington International Energy Conservation Code/Washington State Energy Code adopted by City of Chehalis Chapter 17.10.010(G) shall apply to all matters governing the design and construction of buildings for energy efficiency and will be known as the Washington State Energy Code.

Section 105.5, Expiration.

Every permit issued shall become invalid unless the work authorized by such permit is inspected within 180 days after its issuance, and within 180 days thereafter for all required inspections per section 109. If the work authorized by such permit is suspended or abandoned for a period of 180 days after the last required inspection the building official is authorized to grant, in writing, up to two extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Section 108.3 shall have a new sentence added to the end of the paragraph as follows:

The value for commonly built structures shall be determined by using the Building Code and Permit fees as established in Chehalis Municipal Code 17.10.020.

Section 109.3.9, Special inspections.

Special inspections required by this code and Section 1704 shall be made by Special Inspection Labs and Inspectors certified and approved by Washington Association of Building Officials (WABO) or based upon adequate documentation and approved national certification, the Building Official can approve an Agency for inspection and testing work.

The following sections of the International Building Code, 2018 Edition, are deleted:

- a. Section 112—Board of appeals.
- b. Section 113.2—Notice of violation.
- c. Section 113.3—Prosecution of violation.
- d. Section 113.4—Violation penalties.

(B) Amended. The International Residential Code as adopted in Section 1 is

amended to read as follows:

Section 105.5, Expiration.

Every permit issued shall become invalid unless the work authorized by such permit is inspected within 180 days after its issuance, and within 180 days thereafter for all required inspections per section 109. If the work authorized by such permit is suspended or abandoned for a period of 180 days after the last required inspection the building official is authorized to grant, in writing, up to two extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

R109.2, Inspection agencies.

The building official is authorized to accept reports of approved agencies, provided such agencies satisfy the requirements as to qualifications and reliability as required by Washington Association of Building Officials (WABO) requirements for Special Inspection Agencies or based upon adequate documentation and approved national certification the Building Official can approve an Agency for inspection and testing work.

Table R301.2(a), Climatic and Geographic Design Criteria, to be filled in as follows:

Ground Snow Load: 25 psf. Minimum design is 25 psf.

Wind Speed (mph): ~~85~~ 110 mph 3-second gust

Seismic Design Category: D1

Subject to Damage From Weathering: Moderate

Frost Line Depth: 12"

Termite: Slight to moderate

Decay: moderate to severe

Winter Design Temp.: 25° F

Air Freezing Index: 172

Mean Annual Temperature: 52° F

(C) Amended. The International Property Maintenance Code as adopted

in Section 1 is amended to read as follows:

Section 103.1, General.

[A] 103.1 General. The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the Director of Community

Development (or equivalent position) or his/her designee. All references to “code official” shall mean the Director of Community Development (or equivalent position) or his/her designee.

Section 103.2, Appointment.

[A] 103.2 Appointment. The Director of Community Development (or equivalent position) is hereby appointed as the “code official.”

Section 106, Violations, shall be reinstated in its entirety with the following amendments:

[A] 106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as indicated in CMC Chapter 17.10.040, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] 106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted in accordance with CMC Chapter 17.10.040. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 107, Notices and orders, shall be reinstated in its entirety with the following amendment:

[A] 107.5 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in CMC Chapter 17.10.040.

Section 111, Means of appeals.

[A] 111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Hearings Examiner, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

[A] 111.4 Open hearing. Hearings before the Hearings Examiner shall be open to the public. The appellant, the appellant’s representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.

[A] 111.5 Postponed hearing. Postponement or continuance of an appeal maybe requested by either Party to the matter. All postponements or continuances of a hearing shall be approved or denied by the Hearings Examiner.

[A] 111.6.1 Records and copies. The decision of the Hearings Examiner shall be recorded. Copies shall be furnished to the appellant and to the code official.

[A] 111.6.2 Administration. The code official shall take immediate action in accordance with the decision of the board.

[A] 111.7 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

[A] 111.8 Stays of enforcement. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Hearings Examiner.

(D) Amended. The International Fire Code as adopted in Section 1 is amended to read as follows:

Section 101.1, Title.

These regulations shall be known as the Fire Code of the City of Chehalis hereinafter referred to as “this code.”

i. Wherever the word “jurisdiction” is used in the International Fire Code, it means the City of Chehalis.

ii. Wherever the term “corporate counsel” is used in the International Fire Code, it means the attorney for the City of Chehalis.

iii. “Fire Department” means the ~~Riverside Fire Authority~~ Chehalis Fire Department.

iv. “Fire Chief” means the chief of the Chehalis Fire Department or his/her designee.

b. Section 3404.2.9.5.1, Locations where above-ground tanks are prohibited.

The limits referred to in Section 3404.2.9.5.1 of the International Fire Code in which storage of Class I and Class II liquids outside in aboveground storage tanks is prohibited, are established as [insert zones, areas, etc.], except for tanks that comply with Section 3404.2.8 Vaults.

c. Section 3804.2, Maximum capacity within established limits.

The limits referred to in Section 3804.2 of the International Fire Code in which liquefied petroleum gas is restricted are established in Table 3804.3 when referring to above-ground containers.

d. Appendix B, Section B105, Fire-Flow Requirements for Buildings.

~~B105.1 One and two family dwellings. Water tender credit, as established by the Washington Surveying and Rating Bureau, shall be permitted to satisfy the minimum fire flow and flow duration requirements for one and two family dwellings in the Urban Growth Area (UGA).~~

2. The following sections of the International Fire Code are deleted:
 - a. Section 108, Board of appeals.
 - b. Section 109.2, Notice of violation.
 - c. Section 109.2.1, Service.
 - d. Section 109.2.2, Compliance with orders and notices.
 - e. Section 109.2.3, Prosecution of violations.
 - f. Section 109.3, Violation penalties.
 - g. Section 109.3.1, Abatement of violations.

Section 3: Building Code Review and Permit Fees. The determination of value or valuation under any of the provisions of this code shall be made by the building official based on the valuation data established by the International Code Council (ICC) or other nationally recognized building organizations under the provisions of building standards valuation data for commercial projects, and as established in the city of Chehalis standardized table for residential projects. The value to be used in computing the building and building plan review fees shall be the total of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, and other permanent equipment.

All building code review and permit fees are established by the ordinance by the City Council as currently adopted or amended in the future.

Section 4: Fire Code Permit, Plan Review and Inspection Fees.

A. For installation or alteration of any of the following systems or devices, the fee will be based on the Chehalis Fee Schedule as adopted by the City Council or amended in the future.

*Contact ~~Chehalis Fire Department~~ **Chehalis Planning and Building Department** (Community Development) for fees.

1. Fire alarm systems.
2. Fire extinguishing systems.
3. Smoke removal systems.
4. Kitchen hood and duct systems.
5. Dust removal systems.
6. Flammable/combustible liquids.
7. Application of flammable/combustible finishes.
8. Commercial drying ovens.
9. Compressed gas systems.
10. Explosives/magazines.
11. LPG installations.
12. Hazardous materials storage.
13. Refrigeration systems.
14. Technical assistance provisions of UFC 103.1.1.
15. All other fire protection requirements such as access, calculation of fire flow or life safety requirements or other reviews conducted pursuant to the international codes, standards and ordinances adopted by the city.

Section 5: Violations, Abatement and Penalties.

A. Investigation of Complaint. Upon receipt of information or upon personal observation that a violation exists as defined in this chapter, the enforcement officer shall cause an investigation of the matter and premises involved. All entries upon

premises for the purpose of this chapter shall be subject to subsection (I) of this section.

B. Abatement Procedure. After having made a finding that a violation exists, the enforcement officer shall require the owner of the premises involved, as listed by the Lewis County assessor's office, to abate the violation at his or her own cost and expense, in whole or in part. The

enforcement officer shall give written notice to the owner describing the property involved, the condition to be corrected, and a specified reasonable time within which the owner must correct the condition, which shall not be less than fourteen days from the date of service by mail as evidenced by the postmark on the notice. In the event of an emergency condition, of which the enforcement officer shall be the sole judge, the time of compliance may be reduced to twenty-four hours. The notice must further specify:

1. That if the owner fails to abate the violation within the specified period of time, the city shall cause the work to be performed and shall assess all or any portion of the cost thereof against the owner;
2. That the owner may be liable for civil penalties for each day or part of day that the condition continues to exist following the notice; and
3. That the owner additionally may be liable to criminal prosecution, as provided in this chapter.

C. Service of Notice of Violation. The notice given by the enforcement officer to the owner shall be deposited in the United States Mail by certified mail with a return receipt requested or shall be personally served by delivering a copy thereof to the owner or by leaving the same with a person of suitable age (eighteen years or older) and discretion at the owner's place of residence. If the owner is not a resident of the city, the notice shall be served by leaving the same with the tenant in possession of the property or, if there is no such tenant, by posting a copy of the notice in a conspicuous place on the property involved, and by mailing a copy thereof to the owner at his or her last known address as listed by the Lewis County assessor's office, if any. Service by mail will be deemed complete at the end of the third full day following its deposit in the U.S. Mail, postage prepaid.

D. Failure to Comply with Notice of Violation. After the time for compliance and a notice of violation has expired, the code enforcement officer shall reinspect the premises and determine if the violation has been abated as required in the notice of violation. In the event of no action or insufficient action to abate the violation, the code enforcement officer may take any and all means necessary to enforce the applicable code, including but not limited to: issuance of civil infractions, issuance of criminal citations, commencement of civil, criminal, and equitable proceedings with the assistance of the city attorney to abate a violation and have the violation abated by the city.

E. Liability for Costs of Abatement. The property owner shall be liable for all costs and expenses associated with a violation abatement conducted by the city of any building, structure or on the premises. In all cases where the city abates any such violation, the enforcement officer shall keep an account of all costs and expenses attending such abatement. The amount of the cost of such abatement shall be assessed against the real property upon which such cost was incurred unless such amount is previously paid. Upon certification to the Lewis County treasurer by the finance director of the city of Chehalis, the treasurer shall enter the amount of such assessment upon the tax rolls against the property for the current year and the same shall become a part of the general taxes for that year to be collected at the same time and with interest at such rates and in such manner as provided for delinquent taxes, and when collected to be deposited to the credit of the general fund of the municipality. The assessment shall constitute a lien against the

property which shall be of equal rank with state, county and municipal taxes. The city shall reserve the right to negotiate with property owners to recover the costs of abatement.

F. Liability for Continuing Violation. Every successive owner or occupant of property who neglects to abate a continuing violation upon or in the use of such property caused by a former owner is liable thereof in the same manner as the owner who created it.

G. Cumulative Effect of Chapter. The provisions of this chapter shall be cumulative and in addition to the provisions of the now existing ordinances of the city, and shall not have the effect of repealing any ordinance of the city now in effect.

H. Violations—Civil Infraction—Misdemeanor—Gross Misdemeanor.

1. Any person, firm or corporation who knowingly violates or fails to comply with any term or provision of this chapter shall be deemed to have committed the following:

a. First Offense. Constitutes a Class 1 civil infraction with the maximum assessment not to exceed the amount of two hundred fifty dollars, not including statutory assessments.

b. Second Offense. Constitutes a misdemeanor and, if found guilty, shall be subject to a fine not to exceed one thousand dollars, plus costs and assessments, and/or imprisonment not to exceed ninety days or to both such fine and imprisonment. A second offense shall mean a violation of this chapter which is committed at the same location by the same individual within one calendar year of the first offense.

c. Third or Subsequent Offenses. Constitutes a gross misdemeanor and, if found guilty, shall be subject to a fine not to exceed five thousand dollars, plus costs and assessments, and/or imprisonment not to exceed three hundred and sixty-five days or both such fine and imprisonment. A third or subsequent offense shall mean a violation of this chapter which is committed at the same location by the same individual within one calendar year of the first offense.

I. Right of Entry for Inspection and Code Enforcement. Whenever necessary to make an inspection to enforce any provision of this code, or whenever there is reasonable cause to believe that there exists a violation of this code in any building or upon any premises within the jurisdiction of the city, any authorized official of the city may, upon presentation of proper credentials, enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon him or her by this code; provided, that except in emergency situations, he or she shall first give the owner and/or occupant, if they can be located after reasonable effort, seventy-two hours' written notice of the authorized official's intention to inspect. In the event the owner and/or occupant refuses entry, the official is empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

Section 6: Hearings Examiner—Powers and duties. All appeals authorized by the codes shall be to the city's hearing examiner as established by Chapter 2.50 CMC. The hearing examiner shall utilize the procedures and penalties set forth in this chapter. The hearing examiner shall serve in lieu of all boards of appeals mentioned or described in the codes as adopted and amended by the city.

Section 7: Conflicts. The penalties provided in this chapter are intended to be in addition to, and not to supersede, any penalties provided in any of the codes adopted in CMC 17.10.010. In the event of a conflict between the penalty provisions of this chapter and the penalty provisions in any of the codes, this chapter shall control.

Section 8: Definition of Code Official. The term “code official” for purposes of all codes within this chapter shall mean the Director of Community Development **(or equivalent position)** or his/her designee.

Section 9: Ordinance No’s 988B § 1, 976B § 1, 925B §§ 1-2, 858B § 13, 819B § 11, 769B §26, , shall be, and the same are repealed.

Section 10: The summary attached hereto is approved for publication.

PASSED by the City Council of the City of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 28th day of June, 2006.

By: _____
Mayor

Attest:

Approved as to form:

City Clerk-Treasurer

City Attorney, WSBA #42883

Chapter 17.10

ADOPTION OF INTERNATIONAL BUILDING CODES AND STANDARD SPECIFICATIONS

Sections:

- 17.10.010 Codes adopted—Copies on file.
- 17.10.020 Building code review and permit fees.
- 17.10.030 Fire code permit, plan review and inspection fees.
- 17.10.040 Violations, abatement and penalties.
- 17.10.050 Hearings examiner—Powers and duties.
- 17.10.060 Conflicts.
- 17.10.070 Definition of code official.

17.10.010 Codes adopted—Copies on file.

A. The International Building Code, 2018 Edition, as amended by Chapter 51-50 WAC, including the Appendix Chapters G, Flood Resistant Construction; I, Patio Covers; and J, Grading.

1. The following sections of the International Building Code, 2018 Edition, are amended to read as follows:

a. Section 101.1.

These regulations shall be known as the Building Code of the City of Chehalis, Washington, hereinafter referred to as “this code.”

b. Section 101.4.1, Electrical.

The provisions of the 2017 National Electric Code as adopted in City of Chehalis Municipal Code Chapter 17.10.010(C) shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

c. Section 101.4.4, Plumbing.

The provisions of the 2018 Uniform Plumbing Code as adopted by City of Chehalis Municipal Code Chapter 17.10.010(D) shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the State of Washington requirements for private sewage disposal shall apply to private sewage disposal systems.

d. Section 101.4.5, 2018 International Property Maintenance Code.

The provisions of the 2018 International Property Maintenance Code as adopted by City of Chehalis Municipal Code Chapter 17.10.010(F) shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards, responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

e. Section 101.4.7, 2018 Washington State Energy Code.

The provisions of the 2018 Washington International Energy Conservation Code/Washington State Energy Code adopted by City of Chehalis Chapter 17.10.010(G) shall apply to all matters governing the design and construction of buildings for energy efficiency and will be known as the Washington State Energy Code.

f. Section 105.5, Expiration.

Every permit issued shall become invalid unless the work authorized by such permit is inspected within 180 days after its issuance, and within 180 days thereafter for all required inspections per section 109. If the work authorized by such permit is suspended or abandoned for a period of 180 days after the last required inspection the building official is authorized to grant, in writing, up to two extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

- g. Section 108.3 shall have a new sentence added to the end of the paragraph as follows:

The value for commonly built structures shall be determined by using the Building Code and Permit fees as established in Chehalis Municipal Code 17.10.020.

- h. Section 109.3.9, Special inspections.

Special inspections required by this code and Section 1704 shall be made by Special Inspection Labs and Inspectors certified and approved by Washington Association of Building Officials (WABO) or based upon adequate documentation and approved national certification, the Building Official can approve an Agency for inspection and testing work.

- 2. The following sections of the International Building Code, 2018 Edition, are deleted:

- a. Section 112—Board of appeals.
- b. Section 113.2—Notice of violation.
- c. Section 113.3—Prosecution of violation.
- d. Section 113.4—Violation penalties.

B. The International Residential Code, 2018 Edition, as amended by Chapter 51-51 WAC, including Appendix Chapters G, Swimming Pools, Spas, and Hot Tubs; H, Patio Covers and U-Dwelling Unit Fire Sprinkler Systems, V- Fire Sprinklers, excluding nonmandatory provisions for sprinkling systems. In addition to the adoption of Appendices U and V above, any addition, alteration or restoration of one and two family dwelling units and townhomes exceeding 50 percent of the value shall be required to comply with requirements for new dwelling units.

The following sections of the International Residential Code are amended to read as follows:

- 1. Section 105.5, Expiration.

Every permit issued shall become invalid unless the work authorized by such permit is inspected within 180 days after its issuance, and within 180 days thereafter for all required inspections per section 109. If the work authorized by such permit is suspended or abandoned for a period of 180 days after the last required inspection the building official is authorized to grant, in writing, up to two extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

- 2. R109.2, Inspection agencies.

The building official is authorized to accept reports of approved agencies, provided such agencies satisfy the requirements as to qualifications and reliability as required by Washington Association of Building Officials (WABO) requirements for Special Inspection Agencies or based upon adequate documentation and approved national certification the Building Official can approve an Agency for inspection and testing work.

- 3. Table R301.2(a), Climatic and Geographic Design Criteria, to be filled in as follows:

Ground Snow Load: 25 psf. Minimum design is 25 psf.

Wind Speed (mph): 85 110 mph 3-second gust

Seismic Design Category: D1

Subject to Damage From Weathering: Moderate

Frost Line Depth: 12"

Termite: Slight to moderate

Decay: moderate to severe

Winter Design Temp.: 25° F

Air Freezing Index: 172

Mean Annual Temperature: 52° F

- C. The National Electric Code, 2017 Edition.
- D. The Uniform Plumbing Code, 2018 Edition.
- E. The International Mechanical Code, 2018 Edition.
- F. The International Property Maintenance Code, 2018 Edition.

The following sections of the International Property Maintenance Code, 2018 Edition, are amended:

1. Section 103.1, General.

[A] 103.1 General. The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the Director of Community Development (or equivalent position) or his/her designee. All references to “code official” shall mean the Director of Community Development (or equivalent position) or his/her designee.

2. Section 103.2, Appointment.

[A] 103.2 Appointment. The Director of Community Development (or equivalent position) is hereby appointed as the “code official.”

3. Section 106, Violations, shall be reinstated in its entirety with the following amendments:

[A] 106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as indicated in CMC Chapter 17.10.040, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] 106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted in accordance with CMC Chapter 17.10.040. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

4. Section 107, Notices and orders, shall be reinstated in its entirety with the following amendment:

[A] 107.5 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in CMC Chapter 17.10.040.

5. Section 111, Means of appeals.

[A] 111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Hearings Examiner, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

[A] 111.4 Open hearing. Hearings before the Hearings Examiner shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.

[A] 111.5 Postponed hearing. Postponement or continuance of an appeal maybe requested by either Party to the matter. All postponements or continuances of a hearing shall be approved or denied by the Hearings Examiner.

[A] 111.6.1 Records and copies. The decision of the Hearings Examiner shall be recorded. Copies shall be furnished to the appellant and to the code official.

[A] 111.6.2 Administration. The code official shall take immediate action in accordance with the decision of the board.

[A] 111.7 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

[A] 111.8 Stays of enforcement. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Hearings Examiner.

G. The 2018 Washington International Energy Conservation Code as adopted by the state.

H. The International Mechanical Code, 2018 Edition, as amended by Chapter 51-52 WAC, published by the International Code Council, and the International Fuel Gas Code, 2018 Edition, except that the standards for liquefied petroleum gas installations shall be NFPA 58 (Storage and Handling of Liquefied Petroleum Gases) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code), as the mechanical code of the city.

I. The Uniform Plumbing Code, 2018 Edition, as amended by Chapter 51-56 WAC, published by the International Association of Plumbing and Mechanical Officials, as amended by Chapter 51-56 WAC, including Appendix M as amended; provided, that any provisions of such code affecting fuel gas piping are not adopted, is adopted as the plumbing code for the city.

J. The International Existing Building Code, 2018 Edition, published by the International Code Council.

K. The 2018 Edition of the International Fire Code, as amended.

L. The International Fire Code, 2018 Edition, as amended by Chapter 51-54 WAC, including those standards of the National Fire Protection Association specifically referenced in the International Fire Code; provided, that, notwithstanding any wording in this code, participants in religious ceremonies shall not be precluded from carrying handheld candles. Section 308.3.1, Open-flame cooking devices, is deleted in its entirety. Section 503, Fire apparatus access roads, is also adopted. Finally, such adoption shall include appendices.

1. The following sections of the International Fire Code are amended to read as follows:
 - a. Section 101.1, Title.

These regulations shall be known as the Fire Code of the City of Chehalis hereinafter referred to as “this code.”

- i. Wherever the word “jurisdiction” is used in the International Fire Code, it means the City of Chehalis.
- ii. Wherever the term “corporate counsel” is used in the International Fire Code, it means the attorney for the City of Chehalis.
- iii. “Fire Department” means the Chehalis Fire Department.
- iv. “Fire Chief” means the chief of the Chehalis Fire Department or his/her designee.

- b. Section 3404.2.9.5.1, Locations where above-ground tanks are prohibited.

The limits referred to in Section 3404.2.9.5.1 of the International Fire Code in which storage of Class I and Class II liquids outside in aboveground storage tanks is prohibited, are established as [insert zones, areas, etc.], except for tanks that comply with Section 3404.2.8 Vaults.

- c. Section 3804.2, Maximum capacity within established limits.

The limits referred to in Section 3804.2 of the International Fire Code in which liquefied petroleum gas is restricted are established in Table 3804.3 when referring to above-ground containers.

- d. Appendix B, Section B105, Fire-Flow Requirements for Buildings.

B105.1 One and two family dwellings. Water tender credit, as established by the Washington Surveying and Rating Bureau, shall be permitted to satisfy the minimum fire flow and flow duration requirements for one and two family dwellings in the Urban Growth Area (UGA).

2. The following sections of the International Fire Code are deleted:
 - a. Section 108, Board of appeals.
 - b. Section 109.2, Notice of violation.
 - c. Section 109.2.1, Service.
 - d. Section 109.2.2, Compliance with orders and notices.
 - e. Section 109.2.3, Prosecution of violations.
 - f. Section 109.3, Violation penalties.
 - g. Section 109.3.1, Abatement of violations.

M. International Urban-Wildland Interface Code, as amended by Chapter 51-54 RCW and upon completion of the statewide mapping of the wildland urban interface areas consistent with the following parts of the 2018 International Wildland Urban Interface Code, which are adopted by reference:

- 1. The following parts of section 504 class 1 ignition-resistant construction:**

- a. 504.2 Roof covering - Roofs shall have a roof assembly that complies with class A rating when testing in accordance with American society for testing materials E 108 or underwriters laboratories 790. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be fire stopped to preclude entry of flames or embers, or have one layer of seventy-two pound mineral-surfaced, nonperforated camp sheet complying with American society for testing materials D 3909 installed over the combustible decking.
 - b. The roof covering on buildings or structures in existence prior to the adoption of the wildland urban interface code under this section that are replaced or have fifty percent or more replaced in a twelve month period shall be replaced with a roof covering required for new construction based on the type of ignition-resistant construction specified in accordance with section 503 of the International Wildland Urban Interface Code.
 - c. The roof covering on any addition to a building or structure shall be replaced with a roof covering required for new construction based on the type of ignition-resistant construction specified in accordance with section 503 of the International Wildland Urban Interface Code.
2. 504.5 Exterior walls - Exterior walls of buildings or structures shall be constructed with one of the following methods. Such materials shall extend from the top of the foundation to the underside of the roof sheathing:
- a. Materials approved for not less than one hour fire-resistance rated construction on the exterior side;
 - b. Approved noncombustible materials;
 - c. Heavy timber or log wall construction;
 - d. Fire retardant-treated wood on the exterior side. The fire retardant-treated wood shall be labeled for exterior use and meet the requirements of section 2303.2 of the International Building Code; or
 - e. Ignition-resistant materials on the exterior side.
3. 504.7 Appendages and projections - Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall not be less than one hour fire-resistance rated construction, heavy timber construction, or constructed of one of the following. This section does not apply to an unenclosed accessory structure attached to buildings with habitable spaces and projections, such as decks, attached to the first floor of a building if the structure is built with building materials at least two inches nominal depth and the area below the unenclosed accessory structure is screened with wire mesh screening to prevent embers from coming in from underneath.
- a. Approved noncombustible materials;
 - b. Fire retardant-treated wood identified for exterior use and meeting the requirements of section 2303.2 of the International Building Code; or
 - c. Ignition-resistant building materials in accordance with section 503.2 of the International Wildland Urban Interface Code.
4. Section 403.2 Driveways - Driveways shall be provided where any portion of an exterior wall of the first story of the building is located more than one hundred fifty feet from a fire apparatus access road. Driveways in excess of three hundred feet in length shall be provided with turnarounds and driveways in excess of five hundred feet in length and less than twenty feet in width shall be provided with turnouts and turnarounds. The City of Chehalis will define the requirements for a turnout or turnaround as required in this subsection.

17.10.020 Building code review and permit fees.

The determination of value or valuation under any of the provisions of this code shall be made by the building official based on the valuation data established by the International Code Council (ICC) or other nationally recognized building organizations under the provisions of building standards valuation data for commercial projects, and as established in the city of Chehalis standardized table for residential projects. The value to be used in computing the building and building plan review fees shall be the total of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, and other permanent equipment.

All building code review and permit fees are established by the ordinance by the City Council as currently adopted or amended in the future.

17.10.030 Fire code permit, plan review and inspection fees.

A. For installation or alteration of any of the following systems or devices, the fee will be based on the Chehalis Fee Schedule as adopted by the City Council or amended in the future.

*Contact ~~Chehalis Fire Department~~ Planning and Building Department (Community Development) for fees.

1. Fire alarm systems.
2. Fire extinguishing systems.
3. Smoke removal systems.
4. Kitchen hood and duct systems.
5. Dust removal systems.
6. Flammable/combustible liquids.
7. Application of flammable/combustible finishes.
8. Commercial drying ovens.
9. Compressed gas systems.
10. Explosives/magazines.
11. LPG installations.
12. Hazardous materials storage.
13. Refrigeration systems.
14. Technical assistance provisions of UFC 103.1.1.
15. All other fire protection requirements such as access, calculation of fire flow or life safety requirements or other reviews conducted pursuant to the international codes, standards and ordinances adopted by the city.

17.10.040 Violations, abatement and penalties.

A. Investigation of Complaint. Upon receipt of information or upon personal observation that a violation exists as defined in this chapter, the enforcement officer shall cause an investigation of the matter and premises involved. All entries upon

premises for the purpose of this chapter shall be subject to subsection (I) of this section.

B. Abatement Procedure. After having made a finding that a violation exists, the enforcement officer shall require the owner of the premises involved, as listed by the Lewis County assessor's office, to abate the violation at his or

her own cost and expense, in whole or in part. The enforcement officer shall give written notice to the owner describing the property involved, the condition to be corrected, and a specified reasonable time within which the owner must correct the condition, which shall not be less than fourteen days from the date of service by mail as evidenced by the postmark on the notice. In the event of an emergency condition, of which the enforcement officer shall be the sole judge, the time of compliance may be reduced to twenty-four hours. The notice must further specify:

1. That if the owner fails to abate the violation within the specified period of time, the city shall cause the work to be performed and shall assess all or any portion of the cost thereof against the owner;
2. That the owner may be liable for civil penalties for each day or part of day that the condition continues to exist following the notice; and
3. That the owner additionally may be liable to criminal prosecution, as provided in this chapter.

C. **Service of Notice of Violation.** The notice given by the enforcement officer to the owner shall be deposited in the United States Mail by certified mail with a return receipt requested or shall be personally served by delivering a copy thereof to the owner or by leaving the same with a person of suitable age (eighteen years or older) and discretion at the owner's place of residence. If the owner is not a resident of the city, the notice shall be served by leaving the same with the tenant in possession of the property or, if there is no such tenant, by posting a copy of the notice in a conspicuous place on the property involved, and by mailing a copy thereof to the owner at his or her last known address as listed by the Lewis County assessor's office, if any. Service by mail will be deemed complete at the end of the third full day following its deposit in the U.S. Mail, postage prepaid.

D. **Failure to Comply with Notice of Violation.** After the time for compliance and a notice of violation has expired, the code enforcement officer shall reinspect the premises and determine if the violation has been abated as required in the notice of violation. In the event of no action or insufficient action to abate the violation, the code enforcement officer may take any and all means necessary to enforce the applicable code, including but not limited to: issuance of civil infractions, issuance of criminal citations, commencement of civil, criminal, and equitable proceedings with the assistance of the city attorney to abate a violation and have the violation abated by the city.

E. **Liability for Costs of Abatement.** The property owner shall be liable for all costs and expenses associated with a violation abatement conducted by the city of any building, structure or on the premises. In all cases where the city abates any such violation, the enforcement officer shall keep an account of all costs and expenses attending such abatement. The amount of the cost of such abatement shall be assessed against the real property upon which such cost was incurred unless such amount is previously paid. Upon certification to the Lewis County treasurer by the finance director of the city of Chehalis, the treasurer shall enter the amount of such assessment upon the tax rolls against the property for the current year and the same shall become a part of the general taxes for that year to be collected at the same time and with interest at such rates and in such manner as provided for delinquent taxes, and when collected to be deposited to the credit of the general fund of the municipality. The assessment shall constitute a lien against the property which shall be of equal rank with state, county and municipal taxes. The city shall reserve the right to negotiate with property owners to recover the costs of abatement.

F. **Liability for Continuing Violation.** Every successive owner or occupant of property who neglects to abate a continuing violation upon or in the use of such property caused by a former owner is liable thereof in the same manner as the owner who created it.

G. **Cumulative Effect of Chapter.** The provisions of this chapter shall be cumulative and in addition to the provisions of the now existing ordinances of the city, and shall not have the effect of repealing any ordinance of the city now in effect.

H. **Violations—Civil Infraction—Misdemeanor—Gross Misdemeanor.**

1. Any person, firm or corporation who knowingly violates or fails to comply with any term or provision of this chapter shall be deemed to have committed the following:

- a. First Offense. Constitutes a Class 1 civil infraction with the maximum assessment not to exceed the amount of two hundred fifty dollars, not including statutory assessments.
- b. Second Offense. Constitutes a misdemeanor and, if found guilty, shall be subject to a fine not to exceed one thousand dollars, plus costs and assessments, and/or imprisonment not to exceed ninety days or to both such fine and imprisonment. A second offense shall mean a violation of this chapter which is committed at the same location by the same individual within one calendar year of the first offense.
- c. Third or Subsequent Offenses. Constitutes a gross misdemeanor and, if found guilty, shall be subject to a fine not to exceed five thousand dollars, plus costs and assessments, and/or imprisonment not to exceed three hundred and sixty-five days or both such fine and imprisonment. A third or subsequent offense shall mean a violation of this chapter which is committed at the same location by the same individual within one calendar year of the first offense.

I. Right of Entry for Inspection and Code Enforcement. Whenever necessary to make an inspection to enforce any provision of this code, or whenever there is reasonable cause to believe that there exists a violation of this code in any building or upon any premises within the jurisdiction of the city, any authorized official of the city may, upon presentation of proper credentials, enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon him or her by this code; provided, that except in emergency situations, he or she shall first give the owner and/or occupant, if they can be located after reasonable effort, seventy-two hours' written notice of the authorized official's intention to inspect. In the event the owner and/or occupant refuses entry, the official is empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

17.10.050 Hearings examiner—Powers and duties.

All appeals authorized by the codes shall be to the city's hearing examiner as established by Chapter 2.50 CMC. The hearing examiner shall utilize the procedures and penalties set forth in this chapter. The hearing examiner shall serve in lieu of all boards of appeals mentioned or described in the codes as adopted and amended by the city.

17.10.060 Conflicts.

The penalties provided in this chapter are intended to be in addition to, and not to supersede, any penalties provided in any of the codes adopted in CMC 17.10.010. In the event of a conflict between the penalty provisions of this chapter and the penalty provisions in any of the codes, this chapter shall control.

17.10.070 Definition of code official.

The term "code official" for purposes of all codes within this chapter shall mean the Director of Community Development (or equivalent position) or his/her designee.

**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: June 28, 2021

SUBJECT: Resolution No. 6-2021, First and Final Reading - Adopting the 2022-2027 Six-Year Transportation Improvement Program

ISSUE

On June 14, 2021, the City Council held a public hearing on the proposed Transportation Improvement Program (TIP) to receive public comment on the proposed plan. No public comment was received, and the final TIP is being presented without change since the public hearing/presentation. Attached is Resolution No. 6-2021, which includes the recommended 2022-2027 Six-Year TIP.

DISCUSSION

The city is required to annually update the six-year transportation improvement plan and to submit any updates to the Regional Transportation Planning Organization (RTPO), whose duty is to submit a regional transportation plan to Washington State Department of Transportation. As mentioned in the past, a project's inclusion in the City's or RTPO's TIP does not, by itself, provide or guarantee funding. However, in order for a project to be eligible for federal or state funding assistance, it must first be listed in the TIP. Should a funding opportunity arise for a project not listed on the TIP, the TIP can be amended to add the project.

FISCAL IMPACT

None at is time, although Transportation Benefit District funds will be utilized for projects and engineering services later this year.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 6-2021 on first and final reading.

SUGGESTED MOTION

I move that the City Council adopt Resolution No. 6-2021 on first and final reading.

RESOLUTION NO. 6-2021

**A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON,
ADOPTING THE 2022-2027 SIX-YEAR TRANSPORTATION
IMPROVEMENT PLAN FOR THE CITY OF CHEHALIS.**

WHEREAS, pursuant to RCW 35.77.010, a public hearing was held by the City Council on the 14th day of June, 2021 to consider the 2022-2027 six-year transportation improvement plan for the city; and

WHEREAS, the City Council is desirous of adopting a six-year transportation improvement plan, now, therefore,

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

Section 1. The 2022-2027 six-year transportation improvement plan for the city, hereto attached and by this reference incorporated herein, shall be, and the same hereby is, adopted as the 2022-2027 six-year transportation improvement plan for the city effective the reporting year 2021/2022.

ADOPTED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 28th day of June, 2021.

Dennis L. Dawes, Mayor

Attest:

Kiley Franz, City Clerk

Approved as to form and content:

Erin Hillier, City Attorney

CITY OF CHEHALIS - 2022-2027 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Project	General Description	Funding Source	Start Year	Prior Years	2022	2023	2024	2025	2026	2027	Future	Total Cost
Citywide Preservation Program	Chip-sealing, HMA preleveling, patching	Arterial Steet/4% Funds/TBD	N/A		175,000	175,000	200,000	200,000	200,000	200,000		1,150,000
Chehalis Avenue	Repair 3rd St. to 9th St.	TBD, Utility funds	2020	100,000	1,500,000							1,600,000
Market Blvd. - Park to N National Ave.	Renaissance streetscape planning	Grants/Arterial Steet/4% Funds/TBD/Utility Funds	2022		300,000		2,750,000					3,050,000
Main St.- BNSF to I-5	Grind and inlay	Grants/TBD	2022		1,025,000							1,025,000
Chamber Way Bridge Replacement	Replace Bridge	Grants/Arterial Steet/4% Funds/TBD	2023			2,000,000		33,600,000				35,600,000
Market Blvd - Park St to 13th St	Reconstruction	Grants/Arterial Steet/4% Funds/TBD	2023			300,000	4,700,000					5,000,000
Market Blvd - 13th to city limits	Reconstruct, pedestrian improvements	Grants/Arterial Steet/4% Funds/TBD	2025					300,000	4,500,000			4,800,000
Louisiana Avenue	Widening/realignment just south of Chamber	Arterial Steet/4% Funds/TBD	2022		75,000							75,000
National Ave./ Coal Cr. Improvements	Coal Creek Bridge, intersection, pedestrian improvements, reconstruction	Grants/Arterial Steet/4% Funds/TBD	2024				200,000		2,500,000			2,700,000
Louisiana Ave.- Chamber Way to Home Depot	Grind & inlay, Chamber to Home Depot, traffic control improvements	Grants/Arterial Steet/4% Funds/TBD	2023			275,000						275,000
Riverside Dr/Newaukum Ave repairs	Spot repairs Hwy 6 to Shorey Rd/sidewalks	Grants/Arterial Steet/4% Funds/TBD	2025					500,000				500,000
Winchester Hill Dr.	Spot repair/ double chip seal or overlay	Arterial Steet/4% Funds/TBD	2022		70,000							70,000
20th St.- Market to Salsbury	Grind and inlay	Grants/Arterial Steet/4% Funds/TBD	2025					300,000				300,000
Cascade Ave. - Main St. to 13th St.	Spot Repairs & Grind and Inlay	Grants/Arterial Steet/4% Funds/TBD	2024				250,000	2,250,000				2,500,000
Louisiana Ave Repairs (Post West Street Replacement)	Spot repair & overlay Hwy 6 North	Grants/Arterial Steet/4% Funds/TBD	Future								450,000	450,000
Snively Ave improvements	Reconstruct 16th to 20th	Grants/Arterial Steet/4% Funds/TBD/Utility Funds	Future						2,500,000			2,500,000
National Ave.- Market to Chamber	Reconstruct, pedestrian improvements	Grants/Arterial Steet/4% Funds/TBD	Future							1,525,000		1,525,000
13th St.- Market to Interstate	Grind & overlay, ADA compliance	Grants/Arterial Steet/4% Funds/TBD	Future							600,000		600,000
Guardrail	Various locations throughout city	Grants/Arterial Steet/4% Funds/TBD	Future		125,000							125,000
Front, Pacific, Park Streets improvements	Grind, overlay/utility/frontage improvements	Grants/Arterial Steet/4% Funds/TBD	Future								2,500,000	2,500,000
				100,000	3,270,000	2,750,000	8,100,000	37,150,000	9,700,000	2,325,000	2,950,000	66,345,000

Current Year (2021) Projects

Main Street Improvements- Grind and repave, with ADA ramps improvements. Market Blvd. to BNSF mainline tracks

Snively Avenue - Utility and Roadway Improvements - 16th St to Railroad

Chehalis Avenue- Repair 3rd St. to 9th St. Design work 2021, construction 2022

Pacific Avenue- Reconstruction.