

# CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BLVD | CHEHALIS, WA 98532

Anthony E. Ketchum, Sr., District 3  
Mayor

Jerry Lord, District 1  
Daryl J. Lund, District 2  
Dr. Isaac S. Pope, District 4

Kate McDougall, Position at Large No. 1  
Kevin Carns, Position at Large No. 2  
Robert J. Spahr, Mayor Pro Tem, Position at Large No. 3

## Regular Meeting of Monday, January 23, 2023

5:00 pm

*To access this meeting via Zoom:*

Meeting ID: 834 4212 6653

Pass Code: 674890

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

CONSENT CALENDAR		ADMINISTRATION RECOMMENDATION	PAGE
4.	<b><u>Minutes of the Regular Meeting January 09, 2022</u></b> (City Clerk)	APPROVE	1
5.	<b><u>Vouchers and Transfers- 2022 Accounts Payable in the Amount of \$372,160.00</u></b> (Finance Director)	APPROVE	5
6.	<b><u>Vouchers and Transfers- 2023 Accounts Payable in the Amount of \$900,966.07</u></b> (Finance Director)	APPROVE	7
7.	<b><u>Resolution No. 02-2023 Setting Public Hearing Regarding Petition to Vacate a Portion of Arkansas Way</u></b> (Building and Planning Manager)	APPROVE	9
8.	<b><u>Reclassification for Records Assistant/Evidence Technician Position to Records Technician/Evidence Technician</u></b> (Police Chief)	APPROVE	15

### 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 Kassi Mackie at 360-345-1042 or at [kmackie@ci.chehalis.wa.us](mailto:kmackie@ci.chehalis.wa.us). Public comments will be limited to five (5) minutes.

NEW BUSINESS		ADMINISTRATION RECOMMENDATION	PAGE
9.	<b><u>Non-Represented Salary and Insurance Contribution Adjustment</u></b> (HR/Risk Manager)	APPROVE	17
10.	<b><u>Revisions to Attorney Retainer Agreement</u></b> (City Manager)	APPROVE	19
11.	<b><u>Resolution No. 01-2023, Appointment of City Attorney and Assistant City Attorney</u></b> (City Manager)	APPROVE	29

ADMINISTRATION AND CITY COUNCIL REPORTS		ADMINISTRATION RECOMMENDATION	PAGE
a.	<b><u>Administration Reports</u></b> <ul style="list-style-type: none"> <li>• City Manager Update</li> <li>• Letter of Support for Providence Staff</li> </ul>	INFORMATION ONLY	- - -
b.	<b><u>Councilor Reports/Committee Updates</u></b> (City Council)		

EXECUTIVE SESSION	
Pursuant to RCW:	
a. 42.30.110 (1)(b) Sale/Lease of Real Estate	

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

**NEXT REGULAR CITY COUNCIL MEETINGS**

MONDAY, FEBRUARY 13, 2023- 5:00 P.M.

MONDAY, FEBRUARY 27, 2023- 5:00 P.M.

**Chehalis City Council**  
Regular Meeting Minutes  
January 9, 2023  
5:00 p.m.

**Council Present:** Mayor Ketchum, Councilmember McDougall, Councilmember Spahr, Councilmember Carns (virtual attendance), Councilmember Pope (virtual attendance), Councilmember Lund (virtual attendance), and Councilmember Lord

**Council Absent:** None

**Staff Present:** Jill Anderson, City Manager; Kassi Mackie, City Clerk; Glenn Schaffer, HR/Risk Manager; Kevin Nelson, City Attorney, Cassie Frazier, Administrative Assistant; Chun Saul, Finance Director; Brandon Rakes, Airport Operations Coordinator; Lilly Wall, Parks and Recreation Manager; Lance Bunker, Public Works Director; Jud Riddle, Streets Superintendent; Andrew Hunziker, Facilities Manager; Randy Kaut, Police Chief

**Public Present:** Owen Sexton; Lewis County Commissioner Pollock

1. **Call to Order:**  
Mayor Ketchum called the meeting to order at 5:00 p.m.
2. **Pledge of Allegiance**  
Councilmember Lord led the flag salute.
3. **Approval of Agenda**  
The agenda was amended to remove item "a" from the Executive Session.

***A motion was made by Councilmember Spahr, seconded by Councilmember McDougall, to approve the agenda as amended. Motion carried unanimously.***

**PRESENTATIONS**

4. **Experience Chehalis Update**  
Annalee Tobey, Executive Director of Experience Chehalis presented an update on the organization.

**CONSENT CALENDAR**

1. **Minutes of the Regular City Council Meeting of December 12, 2022** (City Clerk)
2. **Minutes of the Special City Council Meeting of December 21, 2022** (City Clerk)
3. **Vouchers and Transfers- Accounts Payable in the Amount of \$777,528.71 dated December 15, 2022** (Finance Director)
4. **Vouchers and Transfers- Accounts Payable in the Amount of \$344,164.67 dated December 30, 2022** (Finance Director)

5. **Vouchers and Transfers- Payroll in the Amount of \$874,911.95** (Finance Director)
6. **Easement with Lewis County PUD for Underground Facilities** (Airport Operations Coordinator)
7. **Addition of Airport Director Position to the 2023 Salary Schedule** (HR/Risk Manager)
8. **Increase to Minimum Wage for Exempt Employees** (HR/Risk Manager)
9. **Resolution No. 19-2022, Renaming the Riffe Lake Overlook the “Gary Stamper Memorial Overlook at Riffe Lake”** (City Manager)
10. **Acceptance and Closeout of Emergency Water Main Repair Project** (Street Superintendent)

*A motion was duly made and passed approving the items on the Consent Calendar as though acted on individually.*

#### **CITIZENS BUSINESS**

Mayor Ketchum noted that two letters submitted by Kyle Wheeler regarding legal representation will be submitted into the official record, noting that Kyle Wheeler indicated that the letters did not need to be read in this meeting.

#### **UNFINISHED BUSINESS**

11. **Consider Approval of Proposed Westside Park Improvement Project** (Facilities Manager)

Facilities Manager Andrew Hunziker presented.

*A motion was made by Councilmember Spahr, seconded by Councilmember McDougall, to proceed with the Westside Park Improvement Project using \$20,000 from the dedicated Park Improvement Fund previously reserved for Westside Park and \$95,000 from 2<sup>nd</sup> Quarter REET Funds and authorize the purchase of playground equipment; construction of an ADA accessible parking space; added parking; installation of new fencing; and project engineering in the amount not to exceed \$115,000 and authorize the City Manager to sign and execute the documents related to the project.*

12. **Second and Final Reading of Resolution No. 17-2022 Updated Procurement Policies and Procedures** (Finance Director/City Clerk)

*A motion was made by Councilmember Spahr, seconded by Councilmember Lord, to adopt Resolution No. 17-2022 on second reading. The motion carried unanimously.*

#### **NEW BUSINESS**

13. **Proposed 2023-2025 Teamsters 252 Non-Commissioned CBA** (HR/Risk Manager)

*A motion was made by Councilmember Spahr, seconded by Councilmember Pope, to approve the 2023-2025 Collective Bargaining Agreement between the City and the Teamsters 252*

*(Non-Commissioned) and authorize the City Manager to execute the related documents.  
Motion carried unanimously.*

14. **Proposed 2023-2025 Teamsters 252 Non-Uniform CBA** (HR/Risk Manager)

*A motion was made by Councilmember Spahr, seconded by Councilmember Lord, to approve the 2023-2025 Collective Bargaining Agreement between the City and the Teamsters 252 (Non-Uniform) and authorize the City Manager to execute the related documents. Motion carried unanimously.*

15. **Review of City Council Committee and Board Assignments** (City Clerk)

The Council had no suggested changes to the current committee and board assignments.

#### **ADMINISTRATION AND CITY COUNCIL REPORTS**

16. **City Manager Update**

City Manager Anderson welcomed Kevin Nelson, City Attorney and updated the Council on the request for support from the Providence Hospital nursing staff.

17. **Councilor Reports/Committee Updates**

Councilor Carns provided a verbal report on establishing regulations regarding shopping carts.

Councilor McDougall provided a verbal report on touring the Lewis County jail.

#### **EXECUTIVE SESSION**

##### **Pursuant to RCW:**

- a) **42.30.110(1)(c)- Sale/Lease of Real Estate**

*Mayor Ketchum adjourned the regular meeting at 5:56 p.m. and convened the executive session for 10 minutes or until 6:10 p.m.*

*Mayor Ketchum adjourned the executive session at 6:10 p.m. and reconvened the regular meeting at 6:11 p.m.*

#### **ADJOURNMENT**

*Mayor Ketchum adjourned the meeting 6:11 p.m.*

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Anthony Ketchum, Sr., Mayor

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Attest: Kassi Mackie, City Clerk



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director  
Clare Roberts, Accounting Tech II

**MEETING OF:** January 23, 2023

**SUBJECT:** 2022 Vouchers and Transfers – Accounts Payable in the Amount of \$372,160.00

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**ISSUE**

City Council approval is requested for 2022 Vouchers and Transfers dated January 13, 2023.

**DISCUSSION**

The January 13, 2023 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 Replacement Checks No. 135871 and 135872, Electronic Funds Transfer Checks No. 2582 - 2611 and 87 - 88 and Claim Voucher Checks No. 135873 - 135946 in the amount of \$372,160.00 dated January 13, 2023 which included the transfer of:

- \$ 97,630.00 from the General Fund
- \$ 15,405.36 from the Street Fund
- \$ 1,062.86 from the Tourism
- \$ 4,443.11 from the LEOFF 1 OPEB Reserve Fund
- \$ 300.00 from the G.O. Bond Fund
- \$ 89,792.87 from the Wastewater Fund
- \$ 51,280.65 from the Water Fund
- \$ 3,532.77 from the Storm & Surface Water Utility Fund
- \$ 42,577.43 from the Airport fund
- \$ 8,468.50 from the Water Capital Fund
- \$ 850.80 from the Airport Capital Fund
- \$ 2,975.57 from the Custodial Court Fund

- \$ 53,840.08 from the Custodial Other Agency Fund

**RECOMMENDATION**

It is recommended that the City Council approve the January 13, 2023 Claims Vouchers including Replacement Checks No. 135871 and 135872, Electronic Funds Transfer Checks No. 2582 - 2611 and 87 - 88 and Claim Voucher Checks No. 135873 - 135946 in the amount of \$372,160.00 dated January 13, 2023.

**SUGGESTED MOTION**

I move that the City Council approve the January 13, 2023 Claims Vouchers including Replacement Checks No. 135871 and 135872, Electronic Funds Transfer Checks No. 2582 - 2611 and 87 - 88 and Claim Voucher Checks No. 135873 - 135946 in the amount of \$372,160.00 dated January 13, 2023.



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director  
Clare Roberts, Accounting Tech II

**MEETING OF:** January 23, 2023

**SUBJECT:** 2023 Vouchers and Transfers – Accounts Payable in the Amount of \$900,966.07

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**ISSUE**

City Council approval is requested for 2023 Vouchers and Transfers dated January 13, 2023.

**DISCUSSION**

The January 13, 2023 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 Claims Vouchers including Electronic Funds Transfer Checks No. 2612 - 2618 and Voucher Checks No. 135947 - 135965 in the amount of \$900,966.07 dated January 13, 2023, which included the transfer of:

- \$ 892,754.54 from the General Fund
- \$ 465.70 from the Street Fund
- \$ 1,962.90 from the LEOFF 1 OPEB Reserve Fund
- \$ 1,373.29 from the Wastewater Fund
- \$ 1,680.39 from the Water Fund
- \$ 419.04 from the Storm & Surface Water Utility Fund
- \$ 2,310.21 from the Airport Fund

**RECOMMENDATION**

It is recommended that the City Council approve the January 13, 2023 Claims Vouchers including Electronic Funds Transfer Checks No. 2612 - 2618 and Voucher Checks No. 135947 - 135965 in the amount of \$900,966.07 dated January 13, 2023.

**SUGGESTED MOTION**

I move that the City Council approve the January 13, 2023 Claims Vouchers including Electronic Funds Transfer Checks No. 2612 - 2618 and Voucher Checks No. 135947 - 135965 in the amount of \$900,966.07 dated January 13, 2023.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Tammy Baraconi, Planning and Building Manger

**MEETING OF:** January 23, 2023

**SUBJECT:** Resolution No. 02-2023, Setting the Public Hearing Date Regarding  
Petition to Vacate a Portion of Arkansas Way

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**ISSUE**

It is proposed that the City Council set a public hearing for Monday, February 13, 2023 at 5:00 pm to receive comment regarding a petition to vacate a portion of Arkansas Way south of I-5 Toyota and north of the new Honda dealership consistent with the process established by the Revised Code of Washington and the Chehalis Municipal Code.

**PROPOSED RIGHT-OF-WAY VACATION**

Heidi Pehl, the owner of I-5 Toyota has petitioned for vacation of a portion of Arkansas Way located adjacent to the south end of her property located at 1950 NW Louisiana Ave. Because of the way Arkansas Way has been developed in the past and to ensure public safety, modifications are needed to this section of street, the applicant and the City have determined that a section of the I-5 Toyota dealership will be dedicated to the City in exchange for the vacated land being sold to I-5 Toyota. This vacation will allow the City to revise access to both I-5 Toyota and the Honda dealership.

The vacation process requires a resolution establishing a date and time for public hearing. Once the public hearing date is set, surrounding property owners and agencies potentially impacted by the vacation will be notified and given an opportunity to submit comments (Exhibit A). The purpose of this item is to set the time and place for the public hearing. The details surrounding the proposed right-of-way vacation and related history will be discussed at that time.

**FISCAL IMPACT**

There is no fiscal impact associated with the setting of the public hearing date.

**RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 02-2023 establishing the public hearing regarding the proposed Right-of-Way vacation for 5:00 pm. Monday, February 13, 2023 in City Council Chambers.

**SUGGESTED MOTION**

I move the City Council adopt Resolution No. 02-2023.

**NOTICE OF PUBLIC HEARING**

**City Council**

Permit #Vacate-22-001

TOPIC: Applicant has requested a section of Arkansas Avenue between I-5 Toyota and the new Honda Dealership, at the easterly corner of Louisiana Avenue and Arkansas Avenue.

DATE, TIME and PLACE: February 13, 2023 at 5:00 PM  
Chehalis City Hall, Council Chambers  
350 N. Market Blvd  
Chehalis, WA

CONTACT: To view the proposed changes during regular business hours or to request a copy, contact:  
Tammy Baraconi, Planning and Building Manager  
1321 S. Market Blvd  
Chehalis, WA 98532  
360.345.2229 or via email at tbaraconi@ci.chehahlis.wa.us

Anyone interested may appear and be heard. The decision of the City Council will be mailed to all those who submit comments, testify at the hearing or request the decision in writing. Any aggrieved party of record can file an appeal with Lewis County Superior Court.

**\*\*\*Written public comment can be accepted until 4:30 PM on February 13, 2023\*\*\***



# Vicinity map for Vacate-22-001 Arkansas Way at Louisiana Avenue

**RESOLUTION NO. 02-2023**

**A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON,  
SETTING A PUBLIC HEARING DATE FOR A PETITION FOR  
VACATION OF A PORTION OF RIGHT-OF-WAY FOR  
ARKANSAS AVENUE.**

**WHEREAS**, the City of Chehalis has received a Petition for Right-of-Way Vacation for a portion of Arkansas Avenue located within city limits of Chehalis shown herein in Exhibit A, and

**WHEREAS**, pursuant to RCW 35.79.010 and CMC 12.32.010, the City Council shall fix a time when the petition shall be heard, which time shall not be more than 60 days nor less than 20 days after the date of passage of such resolution.

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

**Section 1.** The Chehalis City Council will conduct a public hearing at the regularly scheduled City Council meeting on February 13, 2023 at 5:00 PM, to consider the Petition for Right-of-Way Vacation for a portion of Arkansas Avenue, shown herein in Exhibit A.

**Section 2.** The required public hearing notice, attached hereto as Exhibit B, shall be published in the legal newspaper of general circulation, mailed to adjacent property owners and distributed to other interested parties no later than January 26, 2023.

**ADOPTED** by the City Council of the City of Chehalis, Washington and **APPROVED** by its Mayor, at a regularly scheduled meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and content:

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





**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Randy Kaut, Police Chief

**MEETING OF:** January 23, 2023

**SUBJECT:** Reclassification of Records Assistant/Evidence Technician Position to Records Technician/Evidence Technician

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**INTRODUCTION**

In 2019, the Records Assistant/Evidence Technician position was created after the previous Parking Enforcement/Evidence Technician position became vacant. The original intent was to have the person assigned to this position maintain the evidence room and use their remaining time to assist records staff by answering the phone and interacting with citizens who came to the counter. Since that time, the records responsibilities of that position have evolved from citizens contacts to doing the same tasks as the Police Department's current Records Technicians. Since this position's pay range is one range lower than the range of other records staff, it is requested that City Council authorize a salary range increase to be in parity with other staff doing similar work.

**DISCUSSION**

When the Records Assistant/Evidence Technician position was initially created, it was determined that approximately forty percent of that person's time would be taken up with the management of the evidence room and the remaining time used to assist with phone calls or walk-in citizens. This was intended to allow the remaining records staff to concentrate on other tasks since the Police Department was seeing a significant work increase related to records requests, firearm background investigations, and other necessary duties.

Over time, the number of citizen contacts decreased while the workload for the Records Technicians increased. As a result, the Records Assistant/Evidence Technician position has evolved to the point where they are completing the same records-related tasks as the Records Technicians with the exception of compiling the monthly crime statistics (NIBRS). This also requires they obtain the same training and maintain the same certifications necessary for doing the work. Additionally, the management of the evidence room is itself, a high liability responsibility which requires its own specialized training.

At the time the Records Assistant/Evidence Technician position was originally created, the salary level was designated as 16A. The current salary level for the police Records Technicians is 17A.

**FISCAL IMPACT**

The cost to change this position from salary range 16A to 17A at step E would be an annual increase of \$2652 at current 2023 salary levels.

**RECOMMENDATION**

It is recommended that the City Council approve the title change from Records Assistant/Evidence Technician to Records Technician/Evidence Technician and reclassify the pay range of that position to 17A.

**SUGGESTED MOTION**

I move that the City Council authorize and approve the title change from Records Assistant/Evidence Technician to Records Technician/Evidence Technician and reclassify the pay range of that position to 17A.

**CITY OF CHEHALIS  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Glenn Schaffer, HR/Risk Manager

**DATE:** January 23, 2023

**SUBJECT:** Non-Represented Salary and Insurance Contribution Adjustment

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**ISSUE**

With three of the four union negotiations now complete, and the compensation packages settled for those groups, it is proposed that the City Council consider a salary adjustment and change in insurance premium contributions for the non-represented and management employees.

**DISCUSSION**

As part of the 2023 budget process, a 4% salary increase was built into the budget for all employees in anticipation of ongoing employee contract negotiations. Since the passing of the 2023 budget in November, three of the four union contracts have been settled. The employees who have not been addressed are in the Chehalis Police Guild which is still in negotiations, and the non-represented employees, which include Airport, Fire Department Administrative Assistant, and management employees, except for the City Manager, who is subject to a separate contract.

To summarize the compensation packages of the three employee union contracts that have been settled:

- The Chehalis Fire Department compensation package includes a 7% base wage increase for firefighters, and an 8.25 % wage increase for Captains for 2023. It also includes an increase in 2024 of between 3.5% and 5% depending upon the CPI, and an increase in 2025 of between 3% and 5% depending upon the CPI. In addition, firefighters pay a maximum fixed amount of \$25 towards their premium insurance.
- Both the Teamsters Non-Uniformed and the Teamsters Non-Commissioned groups' compensation package includes a 7% base wage increase for 2023. It also includes an increase in 2024 of between 3.5% and 5% depending upon the CPI, and an increase in 2025 of between 3.5% and 5% depending upon the CPI. In addition, both groups have moved from fixed amount contributions to their health care premiums to a percentage-based contribution. Both groups agreed to contribute 5% in 2023, 5.5% in 2024, and 5.75% in 2025.

In consideration of the settlement of the agreements with the Firefighters, and the two Teamsters bargaining groups, it is proposed that the City Council approve implementation of a salary adjustment for the non-represented employees, to be consistent with the three-year increases approved for the non-uniformed and non-commissioned employee group for 2023, 2024 and 2025. Specifically, a 7% base wage increase for 2023. Also, an increase in 2024 of between 3.5% and 5% depending upon the CPI, and an increase in 2025 of between 3.5% and 5% depending upon the CPI. In addition, it is proposed that the

non-represented employees move from fixed amount contributions to their health care premiums to a percentage-based contribution of 5% in 2023, 5.5% in 2024, and 5.75% in 2025.

### **CITY COUNCIL BUDGET COMMITTEE**

This proposal was reviewed with the City Council Budget Committee, which unanimously supported the change in compensation to be consistent with the other employee groups and the change to a percentage based contribution for insurance.

### **FISCAL IMPACT**

The proposed cost of living adjustment will increase the 2022 base wages of the non-represented employees by 7% in 2023, 3.5 to 5% in 2024, and 3.5 to 5% in 2025. The City's 2023 budget includes a 4% increase for salaries and wages for all employees, so an amendment will be needed in early 2023 to include the additional costs associated with the contract.

### **RECOMMENDATION**

It is recommended that the City Council approve a 7% base wage increase for 2023, an increase in 2024 of between 3.5% and 5% depending upon the CPI, and an increase in 2025 of between 3.5% and 5% depending upon the CPI. In addition, it is proposed that the non-represented employees move from fixed amount contributions to their health care premiums to a percentage-based contribution of 5% in 2023, 5.5% in 2024, and 5.75% in 2025.

### **SUGGESTED MOTION**

Move to approve a 7% base wage increase for 2023, an increase in 2024 of between 3.5% and 5% depending upon the CPI, and an increase in 2025 of between 3.5% and 5% depending upon the CPI. In addition, it is proposed that the non-represented employees move from fixed amount contributions to their health care premiums to a percentage-based contribution of 5% in 2023, 5.5% in 2024, and 5.75% in 2025.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Kassi Mackie, City Clerk

**MEETING OF:** January 23, 2023

**SUBJECT:** Revisions to City Attorney Retainer Agreement

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**ISSUE**

The City has had a retainer contract with Hillier, Scheibmeir, and Kelly for the provision of legal services for decades. The firm has been renamed to Scheibmeir, Kelly, and Nelson to reflect the resignation of Erin Hiller, effective January 1, 2023. These changes require an update to the retainer agreement, which was last revised in July of 2015.

**DISCUSSION**

There have been major changes to the law firm over the last several months, including the resignation of the attorney, Erin Hillier, who served as the City Attorney for Chehalis since 2019. Effective January 1, 2023, the firm has been renamed Scheibmeir, Kelly, and Nelson to reflect the addition of Kevin Nelson to the firm, who is expected to serve as the City of Chehalis City Attorney. The firm also hired Rachel Hunt in September of 2022, who has been helping on a variety of matters as she prepares to take the BAR exam, with a primary focus on learning the role of City prosecutor. Mark Scheibmeir and Brian Kelly will continue to assist the City, particularly in the areas where they are subject matter experts.

In consideration of the changes at the firm and the length of time since the last revision, an updated retainer agreement has been prepared to reflect the change in the name of the firm; identify the names of the new attorneys working for Chehalis; clarify the section on services not included in the monthly retainer; and modify the compensation associated with the contract.

**FISCAL IMPACT**

The City currently pays \$8,500 a month, which is \$102,000 a year for the City Attorney retainer. This covers a wide range of services, including weekly representation of the City as its prosecutor in Municipal Court. This amount has not changed since July 2015, or 7 and half years ago. In recognition of the significant rise in the cost of living since that time, particularly over the course of 2022, the firm has requested an increase of \$1,500 a month, which would bring the monthly retainer to \$10,000 a month or \$120,000 a year. While it is a significant adjustment, the request is understandable in consideration of the increase in the cost of doing business since the last

increase in 2015 and the continuing increase in the City's need for legal services as it works through development issues, code updates, and increasing government regulations.

The 2023 Adopted Budget includes \$102,000 for the City Attorney Retainer, so the increase of \$18,000 a year, would need to be added to the budget during the budget amendment process if it is approved by the City Council. It is expected that the first amendment to the 2023 Budget will be presented to the City Council in February or March of this year.

#### **CITY COUNCIL BUDGET COMMITTEE**

The City Council Budget Committee reviewed the proposed change in compensation for the City Attorney and had no objections to the increase to the annual retainer.

#### **RECOMMENDATION**

It is recommended that the City Council approve the updated retainer agreement with Scheibmeir, Kelly, and Nelson PS and authorize the City Manager to execute the document.

#### **SUGGESTED MOTION**

I move that the City Council approve the updated retainer agreement with Scheibmeir, Kelly, and Nelson PS and authorize the City Manager to execute the document.

**RETAINER AGREEMENT**

**THIS RETAINER AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF CHEHALIS, WASHINGTON**, a **municipal corporation**, hereinafter referred to as "City", and **SCHEIBMEIR, KELLY & NELSON, P.S.**, a **professional services corporation**, hereinafter referred to as "Firm",

**W I T N E S S E T H:**

**WHEREAS**, City desires to retain Firm to perform all duties and professional services required of the office of City Attorney of the city of Chehalis, Washington, as prescribed in Chapter 2.18 of the Chehalis Municipal Code; and

**WHEREAS**, Firm has the particular training, ability, knowledge, expertise, and experience to provide all duties and professional services required by City; and

**WHEREAS**, it is the purpose of this Agreement to establish the terms and conditions of employment of Firm under this Retainer Agreement to act as attorneys for and to fulfill the duties of the office of the City Attorney; now, therefore,

**IN CONSIDERATION** of the above-referenced recitals and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Firm will act as City Attorneys and as general counsel for City for the basic retainer provided herein and will perform the following services hereunder:
  - a. Furnish representation at all regularly scheduled City Council meetings and Municipal Court sessions, together with representation at other meetings of City

Council, commissions, or the administration, or other administrative functions upon request.

b. Advise the City Council and City administration on all legal issues pertaining to City business as required, either in the form of written opinions or oral advice. A request for such assistance will ordinarily be made through department/program Directors/Managers and in all cases only upon the express authorization of department Directors or the authorization of the City Manager, City Council, or other authorized commission.

c. Review and approve all ordinances and regulations as to form and legal sufficiency, and draft ordinances and resolutions as requested by Directors, the City Manager, or City Council.

d. Review and approve as to form and legal sufficiency all contracts and other legal documents.

e. Draft documents of a legal nature, including, but not limited to, deeds, easements, contracts, and other agreements.

f. Utilize Firm's best efforts and ability to minimize the exposure of City to liability and legal expense. It is understood that City also has legal counsel available as part of its risk management (liability insurance) program. Firm does not have the responsibility for such, but will furnish such assistance, advice, and coordination as may be requested with such counsel to assist in City's risk management program.

g. Represent City in all actions brought by or against City or against City officials in their official capacity, subject to the provisions of Paragraph 4 hereof, and the risk management program representation.



h. Provide full prosecutorial support for all Municipal Court functions of City, including, but not limited to, authorizing, filing, preparing, and trying all misdemeanor offenses of the Chehalis Municipal Code, traffic infractions, and violations of RCW Title 46. Firm shall be responsible to provide all support services required to the Court Administrator, including, but not limited to, the provision of citizen-based complaints, arraignment support, witness list requests, pre-trial conference negotiations, witness coordination, jury trial support, and corrective measures programs.

i. Provide consultation and assistance, if needed, in the retention of special counsel in the event outside counselor representation is found necessary.

2. City will pay in consideration for the foregoing services the basic annual retainer to be paid in monthly installments of one-twelfth (1/12th) of the annual amount as indicated in this paragraph. The total annual amount shall be in the sum of One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00). All payments shall be payable to Scheibmeir, Kelly & Nelson, P.S., a professional services corporation.

Kevin T. Nelson is hereby designated as, and appointed to act as, the City Attorney. Mark C. Scheibmeir, Brian J. Kelly and Rachel Hunt, are designated as, and appointed to act as, Assistant City Attorneys.

3. It is understood and agreed that Firm will utilize its full staff and best efforts to meet the criteria as set forth hereinabove. Firm shall be required to maintain records of all time spent on City matter. Firm shall employ all secretarial and clerical support necessary to effectively carry out the work as City Attorneys. The retainer amount shall be reviewed annually by the City Council and the City Manager. Annual adjustments may be made to the

retainer in consideration of performance and time expended. This Retainer Agreement may be changed for future fiscal years by an addendum attached to this Agreement.

4. In addition to the basic retainer services to be provided by Firm, Firm shall be employed by City to handle all additional services set forth hereinafter, at Firm's usual, customary, and reasonable rates. Such rates shall be provided in writing to City, including whenever charges are made. The following represents additional services considered outside the basic Retainer Agreement:

a. **Litigation.** Services in litigation shall be performed as required at the regular hourly rate as hereinabove set forth. Litigation as an additional service includes arbitration and contested administrative proceedings; foreclosure proceedings; contested land use proceedings; public works decisions; City franchises, contracts, and policies; and personnel and civil rights claims. It is recognized that City's risk management insurance program will result in most tort claims being handled by attorneys designated by the insurance entity; however, in litigation of the type specified, the City Attorney's Office may be, by background or expertise, more appropriate for the handling of certain litigation.

b. **Bond Issues.** It has been usual and customary for all bond issues to be handled by bond counsel retained by City. These services are payable directly to bond counsel over and above the City retainer. If Firm is required to provide support services for bond counsel, such services shall be provided by Firm under the standard Retainer Agreement.

c. **Airport-Related Land Use Matters.** Negotiations for the sale, leasing or other development of airport-related properties shall be performed at the regular hourly rates for the Firm.

d. **Code Enforcement.** Actions to enforce City Codes and/or abate dangerous activities or nuisances shall be performed at the regular hourly rates for the Firm.

e. **Eminent Domain Services.** Proceedings based upon eminent domain and condemnation, including negotiating services, will be provided at the regular hourly rates for Firm.

f. **Municipal Court Appeals.** All appeals to Superior Court, the Court of Appeals, and the Supreme Court arising out of Municipal Court cases will be provided by Firm at the regular hourly rates for Firm.

In all of the above cases, Firm shall provide such time records and documentation as is required by City and ordinarily maintained for the performance of such services, which services shall be billed either monthly or periodically until completion of the matter. **Except as expressly excluded by this Paragraph 4, or by other written agreement, all remaining services shall be included in the basic retainer.**

5. No services requiring payment of fees above the retainer amount shall be performed nor any expenses incurred by Firm without prior notification, including estimates of likely and potential costs and outcomes, to the City Manager and approval if required.

6. In addition to the foregoing charges for services, City will pay upon billing direct expenses, including, but not limited to, long distance telephone costs, copying costs, mileage

reimbursement, and postage expense, incurred by Firm on behalf of City or in connection with the performance of their duties as City Attorneys and general counsel.

7. In view of the professional attorney/client relationship and the necessity of the client's confidence in its attorneys, it is understood that this Agreement shall continue to run from year to year with annual adjustments as referred to hereinabove. Either party may terminate this Agreement and the relationship created hereunder upon six (6) months' written notice to the other party.

8. It is understood and agreed that Firm is also in private practice and shall continue such practice. Firm will not knowingly, however, undertake any representation which would create a conflict of interest in the representation of City. If such a conflict should occur, Firm will immediately notify both City and any other client with whom such conflict of interest pertains, and shall not represent any such client further in the matter involving City. If the circumstances are such that because of the conflict, Firm cannot represent City, Firm will provide the consultation and assistance necessary to assist in City's retaining outside counsel to represent City. Firm shall not, however, be responsible for compensation of other counsel.

9. Firm shall be required to maintain professional malpractice insurance at all times and to provide proof of such insurance to City on an annual basis. City shall be responsible to maintain errors and omissions insurance for the benefit of the City Attorney's office. Firm shall defend, indemnify, and hold harmless City from and against any and all liability or loss and against all claims or actions based upon or arising out of the negligence or malpractice of Firm or any of Firm's employees if the same is not covered by City's errors and omissions policy. Firm shall also defend, indemnify, and hold harmless City against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or

contributions imposed or required under unemployment insurance, workmen's compensation, social security, and income tax laws, with respect to Firm's employees engaged in the performance of this Agreement.

10. Firm shall maintain good standing in the local and Washington State Bar Associations, and maintain an active status with the Washington State Association of Municipal Attorneys. Firm shall further maintain, at its expense, ongoing education in municipal law provided by Washington State Association of Municipal Attorneys.

11. The effective date of this Agreement shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**EXECUTED IN DUPLICATE** on the date and year first above written.

**CITY OF CHEHALIS, WASHINGTON,  
a municipal corporation**

By \_\_\_\_\_  
**Jill Anderson, City Manager**

Attest: \_\_\_\_\_  
**Kassi Mackie, City Clerk**

**CITY**

**SCHEIBMEIR, KELLY & NELSON, P.S.,  
a professional services corporation**

By \_\_\_\_\_  
**Mark C. Scheibmeir, President**

**FIRM**



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Kassi Mackie, City Clerk

**MEETING OF:** January 9, 2023

**SUBJECT:** Resolution No. 01-2023, First and Final Reading – Appointing City Attorney and Assistant City Attorneys

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**ISSUE**

After the resignation of Erin Hillier, the City needs to appoint a new City Attorney and assistant City Attorneys.

**DISCUSSION**

The City of Chehalis has retained legal counsel with the law firm of Hillier, Scheibmeir, and Kelly, PS for civil municipal and prosecutorial services under a retainer agreement for several decades. This agreement was last updated and executed on July 1, 2015. The firm has been renamed, Scheibmeir, Kelly, and Nelson to reflect the departure of Erin Hillier and the hiring of Kevin Nelson.

The current City Attorney, Erin L. Hillier has been providing legal services for the City of Chehalis for many years and served as the City Attorney since 2019. Ms. Hillier resigned effective January 1, 2023 to pursue other career endeavors. She has recommended Kevin Nelson to be her replacement. Mr. Nelson has worked with the City on various projects over the last year and has demonstrated the ability to provide sound legal advice on City issues. Mark C. Scheibmeir and Brian L. Kelly have also provided their expertise on City related issues as Assistant City Attorneys as allowed for by the agreement and have agreed to continue doing so moving forward. It is also expected that another new addition to the firm, Rachel Hunt, will serve as an Assistant City Attorney as needed.

A resolution has been prepared for City Council consideration to make the new appointments.

**RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 01-2023 on first and final reading, to appoint Keven Nelson as the City Attorney, and to appoint Mark C. Scheibmeir, Brian L. Kelly and Rachel Hunt as Assistant City Attorneys.

**SUGGESTED MOTION**

Move to adopt Resolution No. 01-2023 on first and final reading.



**RESOLUTION NO. 01-2023**

**A RESOLUTION OF THE CITY OF CHEHALIS,  
WASHINGTON, APPOINTING CITY ATTORNEY  
AND ASSISTANT CITY ATTORNEYS, AND PROVIDING  
FOR AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, the City of Chehalis has retained legal counsel with the law firm of Scheibmeir, Kelly & Nelson, PS for civil municipal and prosecutorial services under Retainer Agreement, most recently modified and executed on January 23, 2023; and

**WHEREAS**, legal services are provided to the City pursuant to said Retainer Agreement by a City Attorney, a Prosecutor, and Assistant City Attorneys from the same law firm; and

**WHEREAS**, the designated and appointed City Attorney under said Agreement has retired from the practice of municipal law; and

**WHEREAS**, it is in the City’s interest to continue contracting with Scheibmeir, Kelly & Nelson, PS by appointing an Assistant City Attorney currently under the Retainer Agreement as City Attorney; now, therefore,

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

**Section 1.** Kevin Nelson is hereby designated as, and appointed to act as, City Attorney for the City of Chehalis. Mark C. Scheibmeir and Brian J. Kelly, and Rachel Hunt are designated as, and appointed to act as, Assistant City Attorneys pursuant to the Retainer Agreement, most recently modified and executed on January 23, 2023.

**Section 2.** Severability. If any sections, sentence, clause, or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution or its application to any other person, property or circumstance.

**Section 3.** The effective date of this Resolution shall be immediately upon its adoption.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

Attest:

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City Clerk

Approved as to form:

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City Attorney