

# 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

## Welcome Reception for Fire Chief Adam Fulbright City Hall at 4:30 p.m.

### Regular Meeting of Monday, June 12, 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)

#### PRESENTATIONS/PROCLAMATIONS

4. **Badge Pinning Ceremony for Jacob Ross, Firefighter**
5. **Badge Pinning Ceremony for Adam Fulbright, Fire Chief**
6. **Proclamation Declaring the Week of June 11 through June 17, 2023 as Main Street Week in the City of Chehalis**

#### CONSENT CALENDAR

	ADMINISTRATION RECOMMENDATION	PAGE
7. <b><u>Minutes of the Regular Meeting May 22, 2023</u></b> (City Clerk)	APPROVE	1
8. <b><u>Vouchers and Transfers- Accounts Payable in the Amount of \$222,171.79</u></b> (Finance Director)	APPROVE	5
9. <b><u>Vouchers and Transfers-Payroll in the Amount of \$884,122.76</u></b> (Finance Director)	APPROVE	7
10. <b><u>Contract Award: 2100i Vactor Purchase Contract #101221-VTR</u></b> (Public Works Director)	APPROVE	9
11. <b><u>Creation of a Capital Projects Manager Position in the Public Works Department</u></b> (Public Works Director)	APPROVE	19

12. <b><u>Proposal for Water Superintendent Salary Schedule Adjustment</u></b> (Public Works Director)	APPROVE	27
13. <b><u>Reclassification of the Accounting Technician II Position to Accounting Technician III</u></b> (Finance Director)	APPROVE	29
14. <b><u>Resolution No. 11-2023, Interlocal Agreement for Flood Authority</u></b> (Engineer Tech III)	APPROVE	37
15. <b><u>Resolution No. 12-2023, Interlocal Agreement with Green Hill School</u></b> (Fire Chief)	APPROVE	51

PUBLIC HEARINGS	ADMINISTRATION RECOMMENDATION	PAGE
16. <b><u>Public Hearing for the 2024-2029 Six-Year Transportation Improvement Program</u></b> (Public Works Director)  <i>Citizens may participate in person or submit comments for the public hearings by:</i> <ol style="list-style-type: none"> <li>Submitting through the City website – <a href="https://www.ci.chehalis.wa.us/contact">https://www.ci.chehalis.wa.us/contact</a>.</li> <li>Contacting City Clerk Kassi Mackie at 360-345-1042 or <a href="mailto:kmackie@ci.chehalis.wa.us">kmackie@ci.chehalis.wa.us</a> to provide verbal comments or to sign up to log-in via Zoom to comment directly to the City Council.</li> </ol>	CONDUCT PUBLIC HEARING	63

**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.

UNFINISHED BUSINESS	ADMINISTRATION RECOMMENDATION	PAGE
<b>There is no unfinished business to consider.</b>		

NEW BUSINESS	ADMINISTRATION RECOMMENDATION	PAGE
17. <b><u>Resolution No. 10-2023, Adopting the 2024-2029 Six-Year Transportation Improvement Plan for the City of Chehalis</u></b> (Public Works Director)	APPROVE	65
18. <b><u>First Reading of Ordinance No. 1067-B, Updating CMC 17.12- Subdivisions</u></b> (Building and Planning Manager)	APPROVE	69

ADMINISTRATION AND CITY COUNCIL REPORTS	ADMINISTRATION RECOMMENDATION	PAGE
<p><b><u>Administration Reports</u></b></p> <ul style="list-style-type: none"> <li>• City Manager Update <ul style="list-style-type: none"> <li>• Overview of Legislation Regarding Drug Possession (“The Blake Fix”)</li> <li>• Update on 9-1-1 Communications</li> </ul> </li> </ul> <p><b><u>Councilor Reports/Committee Updates</u></b> (City Council)</p>	<p>INFORMATION ONLY</p>	

EXECUTIVE SESSION
<p><b><u>Pursuant to RCW:</u></b></p> <ul style="list-style-type: none"> <li>• 42.30.110(1)(i) – Litigation/Potential Litigation</li> </ul>

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

**NEXT REGULAR CITY COUNCIL MEETINGS**

MONDAY, JUNE 26, 2023- 5:00 P.M.

MONDAY, JULY 10, 2023-5:00 P.M.



**Chehalis City Council**  
Regular Meeting Minutes  
May 22, 2023  
5:00 p.m.

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

**Council Absent:** None

**Staff Present:** Jill Anderson, City Manager; Kassi Mackie, City Clerk; Kevin Nelson, City Attorney; Susan Stayner, Administrative Assistant to the City Manager; Cassie Frazier, Airport Administrative Assistant; Chun Saul, Finance Director; Sally Saxton, Financial Analyst; Lilly Wall, Parks and Recreation Director; Justin Phelps, Wastewater Superintendent; Lance Bunker, Public Works Director; Randy Kaut, Police Chief; Madisen Lester, Municipal Court Administrator

**Press Present:** Owen Sexton, The Chronicle

1. **Call to Order:**  
Mayor Ketchum called the meeting to order at 5:00 p.m.
2. **Pledge of Allegiance**  
Councilor Carns led the flag salute.
3. **Approval of Agenda**  
The agenda was amended to add the executive session topic of Sale/Lease of Real Estate RCW42.30.110(i)(c).

***A motion was made by Mayor Pope, seconded by Councilmember Lord, to approve the agenda as amended. Motion carried unanimously.***

**PRESENTATIONS**

4. **Proclamation: Public Works Week**  
Mayor Ketchum presented a proclamation to Lance Bunker, Public Works Director as part of the City Council's recognition of Public Works Week.

**CONSENT CALENDAR**

5. **Minutes of the Regular City Council Meeting of May 8, 2023** (City Clerk)
6. **Vouchers and Transfers- Accounts Payable in the Amount of \$275,661.74** (Finance Director)
7. **Consider Approval: AWC Voting Delegate** (City Clerk)
8. **Consider Approval: Addition of Bailiff Position to Salary Schedule** (Court Administrator)

9. **Consider Approval: Purchase of Andritz Replacement Parts for Belt Filter Press** (Wastewater Superintendent)
10. **Setting June 12, 2023, at 5:00 p.m. for a Public Hearing for the 2024-2029 Six-year Transportation Improvement Program** (Public Works Director)

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

#### **CITIZENS BUSINESS**

Jill McNaught was present to discuss concerns with the Historic Preservation Commission summer meeting schedule. Staff will be working with the members of the Historic Preservation Commission to conduct meetings on a slightly modified summer schedule.

Rollin Caryl of the Gospel Mission provided introductions.

#### **UNFINISHED BUSINESS**

11. **Final Reading of Ordinance 1068-B, Amending the FY2023 Budget** (Finance Director)

*A motion was made by Councilor Lund, seconded by Councilmember Lord to adopt Ordinance No. 1068-B on second reading. The motion carried unanimously.*

#### **NEW BUSINESS**

12. **Contract Award: Main Street Improvements, Phase 2 Construction Management** (Public Works Director)

Public Works Director Lance Bunker presented.

*A motion was made by Councilor Lund, seconded by Councilor Pope to approve the Consultant Supplemental Agreement for construction management with Gibbs and Olson for an amount not to exceed \$83,170.00 for construction engineering services of the Main Street Phase II Resurfacing Project. The motion carried unanimously.*

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

##### **City Manager Update**

City Manager Anderson updated the Council on the status of the Fire Chief pinning ceremony, thanked the Community of Chehalis for a very successful Clean-Up Day event, and notified Council of the upcoming information regarding changes to the Blake decision.

##### **Councilor Reports/Committee Updates**

Councilor Lund expressed gratitude for the success of the Clean-Up Day event.

Councilor McDougall reported work on the night-by-night shelter.

Councilor Carns reported intent to update the Council on the Blake decision at the upcoming meeting.

Mayor Ketchum attended a Juvenile Detention Facility meeting concerning Penny Playground, Lewis County Historical Museum, Flood Authority Clean-up Day and Experience Chehalis meetings.

**EXECUTIVE SESSION**

Pursuant to RCW:

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

*Mayor Ketchum adjourned the regular meeting at 5:42 p.m. for 45 minutes or until 6:30 p.m. providing the public time to exit the building.*

*Mayor Ketchum reconvened the regular meeting and adjourned the executive session at 6:29 p.m.*

**ADJOURNMENT**

*Mayor Ketchum adjourned the meeting at 6:30 p.m.*

\_\_\_\_\_  
Anthony Ketchum, Sr., Mayor

\_\_\_\_\_  
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:** June 12, 2023

**SUBJECT:** 2023 Vouchers and Transfers – Accounts Payable in the Amount of \$222,171.79.

---

**ISSUE**

City Council approval is requested for 2023 Vouchers and Transfers dated May 31, 2023.

**DISCUSSION**

The May 31, 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 Claim Vouchers including Electronic Funds Transfer Checks No. 2869 - 2903 and Voucher Checks No. 136681 - 136747 in the amount of \$222,796.79 dated May 31, 2023 and Voided Checks No. 136671 and 136678 for the net total of \$222,171.79 as follows:

- \$ 106,620.46 from the General Fund
- \$ 16,263.75 from the Street Fund
- \$ 8,542.36 from the Transportation Benefit District Fund
- \$ 2,426.90 from the LEOFF 1 OPEB Reserve Fund
- \$ 34,381.25 from the Wastewater Fund
- \$ 14,710.55 from the Water Fund
- \$ 407.33 from the Storm & Surface Water Utility Fund
- \$ 39,082.65 from the Airport Fund
- \$ 6.62 from the Wastewater Capital Fund
- \$ 228.92 from the Firemen's Pension Fund
- \$ 126.00 from the Custodial Other Agency Fund
- \$ 223,660.79 Total Vouchers for May 31, 2023

- ~~\$625.00~~ Voided Checks for May 31, 2023
- \$ 222,171.79 Net Total Transfers

### **RECOMMENDATION**

It is recommended that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 2869 - 2903 and Voucher Checks No. 136681 - 136747 in the amount of \$222,796.79 dated May 31, 2023 and Voided Checks No. 136671 and 136678 for the net total of \$222,171.79.

### **SUGGESTED MOTION**

I move that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 2869 - 2903 and Voucher Checks No. 136681 - 136747 in the amount of \$222,796.79 dated May 31, 2023 and Voided Checks No. 136671 and 136678 for the net total of \$222,171.79.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director  
Deri-Lyn Stack, Payroll Accounting

**MEETING OF:** **June 12, 2023**

**SUBJECT:** Vouchers and Transfers – Payroll in the Amount of \$884,122.76

---

**ISSUE**

City Council approval is requested for Payroll Vouchers and Transfers dated May 31, 2023.

**DISCUSSION**

The administration requests City Council approval for Payroll Vouchers No. 42240-42259, Direct Deposit Payroll Vouchers No. 16328-16450, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 498-506 dated May 31, 2023, in the amount of \$884,122.76, which include the transfer of:

- \$586,007.79 from the General Fund
- \$31,852.08 from the Street Fund
- \$4,455.00 from the LEOFF1 OPEB Reserve Fund
- \$111,868.24 from the Wastewater Fund
- \$101,782.02 from the Water Fund
- \$15,173.19 from the Storm & Surface Water Utility Fund
- \$32,984.44 from the Airport Fund

**RECOMMENDATION**

It is recommended that the City Council approve the May 31,2023, Payroll Vouchers No. 42240-42259, Direct Deposit Payroll Vouchers No. 16328-16450, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 498-506 in the amount of \$884,122.76.

**SUGGESTED MOTION**

I move that the City Council approve the May 31,2023, Payroll Vouchers No. 42240-42259, Direct Deposit Payroll Vouchers No. 16328-16450, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 498-506 in the amount of \$884,122.76.

I, THE UNDERSIGNED, OF THE CITY OF CHEHALIS WASHINGTON DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE PAYROLL-RELATED SERVICES HAVE BEEN RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF CHEHALIS, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

\_\_\_\_\_  
 PAYROLL OFFICER

\_\_\_\_\_  
 FINANCE DIRECTOR

CHECK NOS. 42240 THROUGH 42259, DIRECT DEPOSIT CHECK NOS. 16328 THROUGH 16450, ELECTRONIC FEDERAL TAX AND DRS PENSION/DEFERRED COMP PAYMENTS NOS. 498-506 ARE HEREBY APPROVED FOR PAYMENT IN THE TOTAL AMOUNT OF \$884,122.76 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
 MAYOR

001	GENERAL FUND	\$586,007.79
003	STREET FUND	31,852.08
115	LEOFF1 OPEB	4,455.00
404	WASTEWATER FUND	111,868.24
405	WATER FUND	101,782.02
406	STORM & SURFACE UTIL FUND	15,173.19
407	AIRPORT FUND	<u>32,984.44</u>
	TOTAL	\$884,122.76

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker, Public Works Director

**MEETING OF:** June 12, 2023

**SUBJECT:** Contract Award – 2100i Vactor Purchase Contract #101221-VTR

---

**ISSUE**

It is requested that the City Council authorize a contract in the amount of \$566,855.26 to Owen Equipment for the purchase of 2100i Vactor. This is a 2023 budgeted purchase to add to the Public Works Department fleet.

**DISCUSSION**

The 2100i Vactor serves as a crucial tool for the Public Works Department in maintaining the City's stormwater system. Additionally, it plays a significant role in excavation and locating tasks for Street and Water projects. Its versatile capabilities make it an essential asset for efficiently addressing various maintenance and construction needs within the City's infrastructure.

**Key Terms:**

- Total contract price of \$566,856.26
- Includes delivery to Public Works.
- Delivery expected in 8-10 months.
- Payment due upon delivery
- A Budget Amendment will be required.

**Competitive Bidding:** The City has a cooperative purchasing agreement with Sourcewell and is procuring this purchase through contract #101221-VTR.

**FISCAL IMPACT**

Due to inflation and supply issues, the updated quote for the Vactor purchase is now \$566,856.26., resulting in an additional cost of \$46,836.00 beyond the initial budgeted amount of \$520,020.00. To address this increase, it is proposed that the additional cost be divided among the Automotive Reserve Fund, Stormwater Capital Fund, and Water Capital Fund.

The cost sharing and funding breakdown for the purchase is as follows.

<u>Cost Share</u>	<u>Funding</u>	<u>Current Budget</u>	<u>Additional Budget Request</u>	<u>TOTAL</u>
<u>Street Share</u>	<u>ARPA funds</u>	<u>\$173,340</u>	<u>\$0</u>	<u>\$173,340</u>
<u>Street Share</u>	<u>Street Share</u>	<u>\$0</u>	<u>\$15,612</u>	<u>\$15,612</u>
<u>Stormwater Share</u>	<u>Stormwater Capital Fund</u>	<u>\$173,340</u>	<u>\$15,612</u>	<u>\$188,952</u>
<u>Water Share</u>	<u>Water Capital Fund</u>	<u>\$173,340</u>	<u>\$15,612</u>	<u>\$188,952</u>
<u>TOTAL</u>		<u>\$520,200</u>	<u>\$46,836</u>	<u>\$566,856</u>

**RECOMMENDATION**

It is recommended that the City Council authorize the City Manager to award contract #101221-VTR with Owens Equipment in the amount of \$566,855.26 for the 2100i Vactor.

**SUGGESTED MOTION**

I move that the City Council authorize the City Manager to award Sourcewell contract #101221-VTR with Owen Equipment in the amount of \$566,855.26 for the purchase of a 2100i Vactor.



**Presents a Proposal Summary**

of the



**2100i**

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

For,

City of Chehalis  
2007 NE Kresky Ave  
Chehalis, WA 98532

**List Summary**

<b>Order Qty</b>	<b>Part Number</b>	<b>Description</b>	<b>List Price</b>
1	2110i-18	2100i PD, 18" Vacuum, 10 yrd Debris, Combo	\$289,591.00
1	2014iSTD	1000 Gallons STD	\$0.00
1	5002iA	80 GPM/2500 PSI Jet Rodder pump	\$0.00
1	015iSTD	Customer Supplied Chassis Modification Charge	\$0.00
1	010iSTD	Operator Station Curbside Toolbox	\$0.00
1	011iSTD	Aluminum Fenders	\$0.00
1	012iSTD	Mud Flaps	\$0.00
1	014iSTD	Electric/Hydraulic Four Way Boom	\$0.00
1	016iSTD	Color Coded Sealed Electrical System	\$0.00
1	019iASTD	Intuitouch Electronic Package	\$0.00
1	020iSTD	Double Acting Hoist Cylinder	\$0.00
1	025iASTD	Handgun Assembly	\$0.00
1	026iSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00
1	030iSTD	Flexible Hose Guide	\$0.00
1	032iSTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00
1	045iSTD	Suction Tube Storage	\$0.00
1	046iSTD	1" Nozzle Pipe	\$0.00
1	048iSTD	10' Leader Hose	\$0.00
1	1001iSTD	Flat Rear Door w/Hydraulic Locks	\$0.00
1	1005iSTD	Dual Stainless Steel Float Shut Off System	\$0.00
1	1016iSTD	Microstrainer Prior to Blower	\$0.00
1	1024iSTD	Debris Body Vacuum Relief System	\$0.00
1	1031iSTD	Debris Deflector Plate	\$0.00
1	1032iSTD	48" Dump Height	\$0.00
1	1041iSTD	Debris Body-Up Message and Alarm	\$0.00
1	2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	\$0.00
1	2011iSTD	3" Y-Strainer at Passenger Side Fill with 25' Fill Hose	\$0.00
1	2022iSTD	Additional Water Tank Sight Gauge	\$0.00
1	2023iSTD	Liquid Float Level Indicator	\$0.00
1	3019iSTD	Digital Water Pressure Gauge	\$0.00
1	4000iSTD	180 deg. Non-Extending Boom	\$0.00
1	4006iSTD	Front Joystick Boom Control	\$0.00
1	4010iSTD	Boom Hose Storage	\$0.00
1	4017iSTD	Boom Out of Position Message and Alarm	\$0.00
1	5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	\$0.00
1	5011iSTD	3" Y-Strainer @ Water Pump	\$0.00
1	5015iSTD	Midship Handgun Coupling	\$0.00
1	5022iSTD	Side Mounted Water Pump	\$0.00
1	6005iDSTD	Digital Hose Footage Counter	\$0.00
1	6007iSTD	Hose Reel Manual Hyd Extend/Retract	\$0.00
1	6009iSTD	Hose Reel Chain Cover	\$0.00
1	6020iBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	\$0.00
1	6017iSTD	Hydraulic Tank Shutoff Valves	\$0.00
1	7001iSTD	Tachometer/Chassis Engine w/Hourmeter	\$0.00
1	7003iSTD	Water Pump Hour Meter	\$0.00



1	7004iSTD	PTO Hour Meter	\$0.00
1	7005iSTD	Hydraulic Oil Temp Alarm	\$0.00
1	7007iSTD	Tachometer & Hourmeter/Blower	\$0.00
1	8000iSTD	Circuit Breakers	\$0.00
1	8025iSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	\$0.00
1	9002iSTD	Tow Hooks, Front	\$0.00
1	9002iSTD	Tow Hooks, Rear	\$0.00
1	9003iSTD	Electronic Back-Up Alarm	\$0.00
1	S390BSTD	7" Vacuum Pipe Package	\$0.00
1	S560STD	Emergency Flare Kit	\$0.00
1	S590STD	Fire Extinguisher 5 Lbs.	\$0.00
1	1003i	Debris Body Washout	\$1,851.00
1	1003iB	Rear Door Valve Flushout	\$508.00
1	1005iA	S.S Float Ball Cage for Float Shut Off System	\$675.00
1	1008iA	6" Rear Door Knife Valve w/Camloc w/Port, 6:00 position	\$1,765.00
1	1009iD	Full Rear Door Swinging Screen	\$944.00
1	1014i	Centrifugal Separators (Cyclones)	\$6,471.00
1	1015iG	Folding Pipe Rack, Curbside, 7" Pipe	\$1,285.00
1	1015iBKSTD	Fixed Rear Door Pipe Rack, 7" Pipe	\$0.00
1	1022i	Rear Door Splash Shield	\$1,885.00
1	1023i	Lube Manifold, with Lube Chart	\$2,800.00
1	1026i	Debris Body Vibrator, Electric	\$3,293.00
1	3015i	Front Blower Controls	\$1,790.00
1	3017i	Blower High Temp Safety Shutdown	\$638.00
1	4016i	180 deg. 10' x 15' Rapid Deployment Boom	\$26,438.00
1	4009iA	Water Ring Assembly, At Debris Body Inlet	\$976.00
1	4011iB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,812.00
1	4013i	Rotatable Boom Inlet Hose	\$695.00
1	4020i	Anti Splash Valve, Body Inlet	\$460.00
1	5015i	Handgun Couplers, Front and Rear	\$741.00
1	5029iA	RDB Washout Coupling	\$129.00
1	6002iB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$1,111.00
1	6004iB	Hose Wind Guide (Dual Roller), Auto, Indexing	\$4,601.00
1	6004iD	Rodder Hose Pinch Roller	\$1,704.00
1	6014i	High Pressure Hose Reel	\$1,789.00
1	6019i	Rodder Pump Drain Valves	\$600.00
1	6019iA	Final Filter and Silencer Ball Valve Drains	\$540.00
1	6026i	Washington State DOT Legal Front Hose Reel	\$0.00
1	6031i	Front Hose Reel Tool Storage	\$360.00
1	8001iM	Rear Directional Control, LED Arrowstick	\$2,155.00
1	8002iA	Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger	\$435.00
1	8020iL	14 Light Package, 14 Federal Signal Strobe Lights, LED	\$3,944.00
1	8027i	LED Mid-Ship Turn Signals	\$653.00
1	8028i	Worklights (2), LED, Boom	\$966.00
1	9021iB	Camera System, Front, Rear and Both Sides	\$1,825.00
1	9023i	Safety Cone Storage Rack - Drop in Style	\$198.00
1	9070iB	Long Handle Tool Storage	\$422.00
1	9071iF	Toolbox, Behind Cab - 14w x 36h x 96d	\$3,844.00

1	i112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$0.00
1	i124STD	Vactor 2100i Body Decal, Standard	\$0.00
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied	\$0.00
2	500655B-30	2 Total Vactor Standard Manuals and USB Version	\$155.00
1	500655-30	1 Printed Full Vactor Manual	\$155.00
1	Chassis- Mod	Chassis Modifications Charges	\$3,875.00
1	58990D-30	(1) 7" Adjustable Air Adapter	\$329.09
1	8030i	Hose Reel Wrapped for Delivery	\$0.00

Chassis Source - Dealer Supplied

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Certified Unit Weights Required? - Yes

**Chassis Note:**

1. Maximize Turning Radius and Minimize Overall Length While Maintaining Selected Options

**Body Note:**

1. Mount One 1/2" hp Hose Reel on Street Side (LH) Front Wing Bumper with Ball Valve

<b>Factory Price:</b>		<b>\$376,408.09</b>
Sourcewell 101221-VTR Vactor Body Discount	-3.00%	-\$11,292.24
Vactor Body Total		\$365,115.85

**Open Market Items:**

<u>QTY</u>	<u>P/N</u>	<u>Description</u>	
		Single Axle, 2024 International HV607 SBA, 370 HP, Auto, 46,000	
1	PSIS370A-CH	GVWR, GHG	\$138,090.00
1	HDChassisSUR	Heavy Duty IH Chassis Material Surcharge 2024	\$2,500.00
1	RFQ-HPHR	1/2" HP Hose Reel Mounted to Front LH Bumper W/Ball Valve	\$586.00
1	SAMR-1-30	Aluminum Manhole Roller Guide - FHR Storage	\$364.00
1	VDS-153	Freight From Factory	\$6,800.00

<b>Subtotal:</b>		<b>\$513,455.85</b>
Washington State Sales Tax (RCW 82.08.020)	10.40%	\$53,399.41
<b>Grand Total:</b>		<b>\$566,855.26</b>

\* Price indicated does not include unapproved Special Requests

Price valid for 30 Days from date of 5/18/2023

PROPOSAL DATE: 5/18/2023

QUOTE NUMBER: 2023-52704

Price List Date: 3/15/2023

PO NUMBER:

QTY: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

**PAYMENT TERMS: NET 10 DAYS FROM DATE OF INVOICE. 1.5% FINANCE CHARGE PER MONTH (18% ANNUAL RATE).**

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

\_\_\_\_\_ Date: \_\_\_\_\_

## LIMITED WARRANTY

**Limited Warranty.** Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

### STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

#### 2100 Series, HXX Series and Jetters

10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs against any factory defect in material or workmanship.

#### 2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

#### 2100 Series and Jetters

2 years - Vactor Rodder Pump.

**Exclusive Remedy.** Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

\*NOTE\* The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURES OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING  
1621 S. Illinois Street  
Streator, IL 61364



## TERMS AND CONDITIONS

**ORDERS:** All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

**PRICES:** All orders are subject to current prices in effect at the time of order acknowledgment. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

**F.O.B. POINT:** Unless otherwise stated, all prices listed are F.O.B. factory.

**PAYMENT TERMS:** The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

**CANCELLATION:** Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

**SHIPMENT:** All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

**STORAGE CHARGES:** Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.

**PERFORMANCE:** Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

**EXPERIMENTAL WORK:** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

**SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

**TAXES:** Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to F.E.T. in such cases belong to Vactor.

**PRODUCT IMPROVEMENT:** Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

**MOUNTING PRICES:** Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

**WARRANTY:** Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. **THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY.**

**IT IS UNDERSTOOD AND AGREE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.**

**VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S**

## TERMS AND CONDITIONS

**OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.**

**CHOICE OF LAW:** These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

**COMPLETE AGREEMENT:** These Terms and Conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

\_\_\_\_\_

Date: \_\_\_\_\_

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker, Public Works Director

**MEETING OF:** June 12, 2023

**SUBJECT:** Creation of a Capital Projects Manager Position in the Public Works Department

---

**ISSUE**

A new position of Capital Projects Manager with the Public Works Department is being presented for City Council’s review and consideration.

**DISCUSSION**

It is proposed that a new Capital Projects Manager position be created for the City of Chehalis. The Capital Projects Manager would play a vital role in overseeing the design and construction of various capital projects, including facilities, water systems, wastewater systems, stormwater systems, transportation, and other related initiatives. This report provides an overview of the responsibilities and objectives that would be associated with this position, if approved.

Due to the recent surge projects and development, the need for coordination of capital projects has been recognized. The proposed position of Capital Projects Manager for the City of Chehalis would encompass a wide range of responsibilities. This includes overseeing the entire project lifecycle, from securing funding to planning, design, and construction phases. The Capital Projects Manager would be responsible for managing diverse capital projects, ensuring adherence to budgetary constraints, quality standards, and regulatory requirements. Some of the key responsibilities outlined in the attached job description would include:

- Effective collaboration and coordination with stakeholders, both internal and external.
- Developing project schedules, monitoring progress, and implementing measures to address any potential delays or obstacles.
- Monitoring for compliance with relevant laws, regulations, and permitting processes.

- Tracking project budgets and identifying cost-saving opportunities and/or outside funding sources
- Collaboration with the City's leadership team to align capital projects with strategic goals and objectives.
- Providing updates and reports to relevant stakeholders, including City officials and department heads as needed.

**FISCAL IMPACT**

The suggested placement for the proposed position would be at pay range 4N on the 2023 salary scale. The yearly and monthly pay for the new position is provided in the table below. The proposed funding allocation for the position is expected to be divided equally among the Water, Wastewater, Streets, and Stormwater departments.

4N	Step A	Step B	Step C	Step D	Step E
4N	5,856 Month	6,149 Month	6,456 Month	6,780 Month	7,119 Month
4N	70,272 Year	73,788 Year	77,472 Year	81,360 Year	85,428 Year

The total estimated annual cost, including benefits, for the proposed position would be \$133,656 based on the 2023 salary schedule. If approved in June, the goal would be to have the person hired by September 2023, so the estimated actual impact to the 2023 Budget would be \$44,552.

The cost of the position would initially be allocated between the Streets, Stormwater, Water, and Wastewater funds, as well as the General Fund. In future years, the allocation will be aligned with the time spent on the projects in each of the funds, similar to other positions that support activities for the City’s enterprise funds.

If approved the costs associated with the position will be included in an upcoming budget amendment.

**CITY COUNCIL BUDGET COMMITTEE**

The City Council Budget Committee has reviewed the proposal for the new position, including the financial impacts. This review included looking at the projected expenditures and revenues for 2024 and 2025. The Committee is supports adding the new position.

**RECOMMENDATION**

It is recommended that the City Council approve the new position of Capital Projects Manager at the 4N pay scale and the associated position description.



**SUGGESTED MOTION**

I move that the City Council approve the new position of Capital Improvements Manager at the 4N pay scale and the associated position description.



## CITY OF CHEHALIS POSITION DESCRIPTION

Class Title: **Capital Projects Manager**  
Department: Public Works  
Division: Public Works

FLSA Status: Exempt  
Union Status: Non-Represented  
Updated: May 2023

---

*Position descriptions are intended to present a descriptive list of the range of duties performed by employees in the class. Descriptions are **not** intended to reflect all duties performed within the job.*

### **NATURE OF POSITION:**

The Capital Projects Manager is responsible for overseeing the design and construction of a wide range of capital projects for the City. This includes managing projects related to facilities, water systems, wastewater systems, stormwater systems, transportation, and other related initiatives. The role will encompass the entire project lifecycle, starting from securing funding and planning and design stages, all the way through to the construction phase. Your primary objective will be to ensure the successful implementation and timely completion of these significant projects.

### **SUPERVISION RECEIVED:**

Works under the general supervision of and reports to the Public Works Director. Performance is reviewed through conferences, inspection of operation records and reports, and observation of performance.

### **SUPERVISION EXERCISED**

The primary responsibility of this role is to ensure the project team's efficiency and deliver high-quality results. This includes overseeing and managing the successful completion of the City's construction and capital improvement projects. Key areas of focus encompass project administration, preparation of plans and specifications, budget management, scheduling, public relations, coordination with other agencies, and ensuring quality construction.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

*The following tasks are typical for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here.*

Essential Duties and Responsibilities Develops, updates and maintains the city 6-year water, sewer, storm, and transportation capital improvement project plans.

Prepares and updates project information sheets with accurate design and construction cost estimates for budgeting purposes.

Coordinates handover from design to construction, including coordination with Engineers, inspectors, maintenance, operations, and other agencies.

Manages pavement rehabilitation projects with the street maintenance division, including in-house design of smaller projects.

Notifies the Public Works Director on any construction milestones/issues that could escalate, or budget concerns.

Stays up to date on all federal and state requirements, WSDOT Local Agency Guidelines (LAG), WSDOT Construction Manual, prevailing wage requirements, and Federal Title 6 compliance and reporting.

Reviews all preliminary and final project reports/plans/specifications/estimates to ensure engineering consultants are consistent, and follow legal, City, and State guidelines.

Makes presentations to City Officials, community groups, contractors, and citizens.

Prepare requests for consultant design services, evaluate proposals, and manage professional service contracts.

Review costs and productivity of professional service contracts and proactively make recommendations to the Public Works Director regarding consultant team performance.

Maintains City standard specifications for capital projects, updates as needed, and prepares new specifications.

Resolves construction issues/changes, writes change orders, and negotiates contracts.

Responds to contractor requests for information and approval for substitution of materials and/or methods.

Tracks construction schedules, manages budgets, pay estimates, change orders and reviews quantities for accuracy.

Prepares and gives presentations to Council.

Assists in the development, administration, maintenance, and oversight of the budget including the annual budget; makes recommendations and forecasts for future funds needed for the design and construction of projects.

Manages federally funded jobs to ensure the project and City staff meet all the additional documentation requirements.

Track grant funding cycles, identify funding gaps, and propose possible solutions to reduce project delays.

Communicate and coordinate with Financial Department regarding financing options, grants, loans, and project budgets.

Ability to work courteously and effectively with City staff, regulatory agencies, the business community, contractors, suppliers, and citizens.

Demonstrated understanding of public sector budgeting, governmental finance issues and fund accounting

Ability to solve problems and deal with a variety of variables in situations where little or no standardization exists.

### **OTHER DUTIES**

Responds to emergencies and problems during and after normal working hours as needed, in a timely and efficient fashion.

May be required to work weekends and before or after normal working hours.

Provides customer service including directing inquiries and issues to the appropriate department.  
Travels within city and county, as well as out of town, which may include attending conferences, seminars, and training sessions.

Follows all applicable safety rules and procedures.

And such other related tasks, duties and responsibilities as assigned.

## **REQUIRED QUALIFICATIONS**

### **Education and Experience:**

Bachelor's degree in civil engineering or related field and a minimum of three (3) years of progressively responsible civil engineering experience in designing and managing public works projects.

Certification as a Project Management Professional (PMP) or similar industry recognized certification is highly desired.

An equivalent combination of education and experience to manage the design and construction of municipal capital improvement projects.

### **Licenses, Certifications and Other Requirements:**

Must possess a valid Washington State Drivers License with good driving record. Out of state applicants must possess valid license for state of residence and must obtain valid Washington State Drivers License within 30 days of appointment.

Possession of current First Aid/CPR certification or ability to obtain within 6 months.

Must successfully satisfy a background investigation.

### **Knowledge Of:**

Extensive knowledge of computer applications including word processing, spread sheets, databases, etc.

Construction technology, materials and methods including carpentry, concrete work, plumbing and electrical.

### **Ability To:**

Ability to analyze and evaluate water system operations and to develop and implement corrective actions to resolve problems.

Meet the physical demands of the job and perform essential job functions.

Fluently read, write, and comprehend the English language, using proper grammar, spelling, and punctuation.

Work confidentially with discretion.

Establish and maintain effective working relationships with clients and their families, attorneys, law enforcement personnel, other agencies, co-workers, criminal justice officials and the public.

Communicate detailed information and recommendations effectively, both orally and in writing.

## **MACHINES, TOOLS AND EQUIPMENT USED IN PERFORMING ESSENTIAL JOB FUNCTIONS**

Personal computer, word processing software, spreadsheet software, database software, specialized operations software, calculator, adding machine, telephone, copy machine, fax machine, motor vehicle.

Personal computer, including word processing and spreadsheet software, calculator, adding machine, telephone, copy machine, and fax machine.

Operate motor vehicle.

**PHYSICAL DEMANDS:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential job functions.*

Eye-hand coordination and manual dexterity is necessary to operate computers, various pieces of office equipment.

The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 25 pounds.

Specific vision abilities required by this job include close distance, color, and peripheral vision, depth perception, and the ability to adjust focus.

Sedentary Work – exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or consistently to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time.

**WORK ENVIRONMENT:**

*The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Exposure to Hazards and Atmospheric Conditions including:

Duties are performed in an office environment at the Public Works Department office, in the field and/or at project sites.

This position may involve traveling to other locations and cities for meetings, conferences, seminars, etc.

Noise level in the work environment is usually quiet to moderately noisy. On occasion, the noise level may be loud and hearing protection required.

-----

*The duties and responsibilities listed above are intended to be illustrative only of the type of work performed. The omission of other specific duties does not exclude them from the requirements of the position if they are similar, related or logical assignments to the position.*

*The position description does not constitute an employment agreement between the City and the employee and is subject to change by the City as its needs and the requirements of the job change.*

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council  
**FROM:** Jill Anderson, City Manager  
**BY:** Lance Bunker, Public Works Director  
**MEETING OF:** June 12<sup>th</sup>, 2023  
**SUBJECT:** Proposal to for Water Superintendent Salary Schedule Adjustment

---

**ISSUE**

The City’s Water Superintendent position has been vacant for 18 months despite ongoing efforts to fill the position. There is a very limited pool of qualified candidates that can meet the requirements of a position that is responsible for ensuring that the City of Chehalis is providing safe and reliable water to its customers. The City’s current salary for the position is below the industry standard which is making it very difficult to attract qualified candidate. Therefore, it is proposed that the position's current pay scale from a 5N to an 8N salary, in accordance with industry standards.

**DISCUSSION**

A analysis of industry standards and salary benchmarks reveals that the current pay scale for the Water Superintendent position is not competitive. Comparable positions in other organizations offer higher salaries to attract and retain professionals with the necessary expertise and certifications.

The current salary has proven to be a hindrance in attracting qualified candidates for the Water Superintendent position. The position requires specific certifications and a high level of expertise in water management. The limited pool of qualified applicants has resulted in the position remaining vacant for 18 months, negatively impacting the efficient management of the city's water resources.

The Water Superintendent position requires an individual with specific certifications and expertise in water management. The recruitment challenge lies in attracting candidates who possess the necessary qualifications, skills, and experience. By increasing the salary to an 8N level, the City can better compete with other organizations and attract individuals with the required certifications.

**FISCAL IMPACT**

Currently, the position is classified under the 5N salary schedule, which is below industry standards. To rectify this issue, a proposed increase to the 8N salary schedule is presented below.

***Current Salary Schedule: 5N***

<b><u>5N</u></b>	<b><u>Step A</u></b>	<b><u>Step B</u></b>	<b><u>Step C</u></b>	<b><u>Step D</u></b>	<b><u>Step E</u></b>
<b><u>5N</u></b>	<b><u>6,220 month</u></b>	<b><u>6,532 Month</u></b>	<b><u>6,857 Month</u></b>	<b><u>7,201 Month</u></b>	<b><u>7,559 Month</u></b>
<b><u>5N</u></b>	<b><u>74,640 Year</u></b>	<b><u>78,384 Year</u></b>	<b><u>82,284 Year</u></b>	<b><u>86,412 Year</u></b>	<b><u>90,708 Year</u></b>

***Proposed Salary Schedule: 8N***

<b><u>8N</u></b>	<b><u>Step A</u></b>	<b><u>Step B</u></b>	<b><u>Step C</u></b>	<b><u>Step D</u></b>	<b><u>Step E</u></b>
<b><u>8N</u></b>	<b><u>7,412 month</u></b>	<b><u>7,783 Month</u></b>	<b><u>8,173 Month</u></b>	<b><u>8,580 Month</u></b>	<b><u>9,010 Month</u></b>
<b><u>8N</u></b>	<b><u>88,944 Year</u></b>	<b><u>93,396 Year</u></b>	<b><u>98,076 Year</u></b>	<b><u>102,960 Year</u></b>	<b><u>108,120 Year</u></b>

If approved, the cost of the increase in salary would be borne by the Water Department and the increase expenses would be reflected in an upcoming budget amendment. The estimated impact to the Water Department Budget would depend on what step level the person would begin at, which is based on relevant experience.

**CITY COUNCIL BUDGET COMMITTEE**

The City Council Budget Committee reviewed the proposal and is supportive of the salary adjustment.

**RECOMMENDATION**

It is recommended that the City Council authorize the City Manager to adjust the Water Superintendent salary schedule to 8N.

**SUGGESTED MOTION**

I move that the City Council authorize the City Manager to adjust the Water Superintendent position to the 8N salary schedule.



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director

**MEETING OF:** June 12, 2023

**SUBJECT:** Reclassifying the Accounting Technician II Position to Accounting Technician III

---

---

**ISSUE**

The City currently has an Accounting Technician II position in the Finance Department. This position was established prior several decades ago, (prior to 1994), with the essential job duties including processing claims and vouchers for payment, daily cash receipting, and various other routine accounting tasks. Over time, the workload and responsibilities of this position have increased significantly.

In 2021, when the previous Accounting Tech II resigned and left the City, the job description was updated to reflect more to the actual responsibilities at that time, but the salary range was not updated due to time constraints. Recently, the responsibilities of this position have increased even more to meet the needs of the City and have evolved to be a critical support person to all city department administrative staff for providing technical information and training relating to correct purchasing and invoicing procedures beyond the duties of the current position.

Therefore, it is requested that the City Council authorize the Accounting Technician II position be reclassified to Accounting Technician III with an increase in pay.

**DISCUSSION**

The Accounting Technician is a critical position responsible for administering the City's full-cycle accounts payable, cash receipting, miscellaneous accounts receivable, and other accounting services. The position requires certain ability, knowledge, and technical and accounting skills to maintain the highest level of accuracy, which includes but not limited to:

- Working knowledge of budgetary accounting and reporting systems.
- Working knowledge of generally accepted accounting principles for transactions, record keeping, and internal control procedures.
- Ability to interpret the applicable law, regulations and policies related to accounts payable, purchasing and cash receipting.

Additionally, due to the high turnovers in recent years and months, this position has become a critical support person assuming additional responsibilities for providing support and training to all department administrative staff relating to correct purchasing and invoicing procedures which is beyond the duties of the current position.

Therefore, it is requested the Accounting Technician II position be reclassified to Accounting Technician III with updating the job descriptions and added responsibilities. The proposed job description is attached to this report.

The proposed Accounting Technician III position has the following additional responsibilities that are different from the Accounting Technician II:

- Provide technical support and training to city's administrative support staff on correct purchasing and invoicing procedures to comply with the city policies and related rules and regulations. This function has become very critical in recent months due to high turnovers in staffing city-wide.
- Audit accounts payable items to comply with prevailing wage laws for small works projects and provide information regarding prevailing wage laws to city staff and others.
- Review all invoices presented by departments for payment processing for correct budgetary account codes and supporting documents, and work with end-users to resolve discrepancies and take or direct corrective actions when appropriate.
- Administer the purchasing system that is planned to be added to the City's financial system in the future.

The City's current salary range for the Accounting Technician II position is far below the neighboring cities' Accounting Technician positions for the same or similar duties. In order to recruit and retain qualified staff, the pay range for the Accounting Technician III position will need to be set at a more competitive pay range.

The Accounting Technician II is currently listed on the City of Chehalis Salary Schedule at salary grade 17A. The staff is requesting the Accounting Technician III position be placed at salary grade 20A, effective 6/25/2023 or at the earliest pay period administratively possible.

### **FISCAL IMPACT**

The current Accounting Tech II staff is in salary grade 17A at Step E (top step). It is proposed that the current staff be placed in salary grade 20A at Step C, effective June 25, 2023, or at the earliest payroll period administratively possible. The cost to change this position from pay grade 17A at Step E to pay grade 20A at step C would be an increase of about \$1,700 in 2023 (for 6 months). The annual increase in 2024 and 2025 would be about \$6,800 and about \$10,000, respectively due to the Step increases from C to D and E.

### **CITY COUNCIL BUDGET COMMITTEE**

The City Council Budget Committee has reviewed the proposal and is supportive of the reclassification. If approved by City Council, the increase in cost will be added to the next available budget amendment.

**RECOMMENDATION**

It is recommended that the City Council approve the reclassification of the Accounting Technician II position to Accounting Technician III and increase the pay grade to 20A.

**SUGGESTED MOTION**

I move that the City Council authorize and approve the reclassification of the Accounting Technician II position to Accounting Technician III and increase the pay grade to 20A.



## CITY OF CHEHALIS POSITION DESCRIPTION

Class Title: Accounting Technician III  
Department: Finance

FLSA Status: Non-exempt  
Union Status: Represented  
Updated: June 2023

---

*Position descriptions are intended to present a descriptive list of the range of duties performed by employees in the class. Descriptions are not intended to reflect all duties performed within the job.*

### **NATURE OF POSITION:**

Fully responsible for support services for the City's accounts payable, cash receipting, accounts receivable, and purchasing systems and services; provides technical information to employees and vendors regarding City policies, procedures, and services. Other duties include but are not limited to: providing backup support to various accounting services and special accounting projects as assigned

### **SUPERVISION RECEIVED:**

This position works under the general supervision of and reports to the Finance Director.

### **SUPERVISION EXERCISED**

None generally. May train or provide direction to other staff as assigned or required.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

*The following tasks are typical for positions in this classification. This list is intended only to illustrate the various types of work that are typical for position in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here.*

- Administer full-cycle accounts payable functions and purchasing systems for the City.
- Responsible for the maintenance of accounts payable vendor records including Form W-9s, Vendor ACH enrollment forms, and departmental signature authorization forms.
- Develop and maintain listing of approved vendors (i.e. open accounts) and sources of supplies, materials, services, and equipment.
- Audit and maintain vendor records for compliance; provide support and training to all department administrative service staff on correct purchasing and invoicing procedures; and work with end-users to resolve discrepancies and takes corrective action when appropriate.
- Administer the City's credit card program, including reconciling statements and processing credit card payments in a timely manner.
- Review accounts payable items to comply with prevailing wage laws for small public works projects. Provides information regarding prevailing wage laws to vendors, city staff and others.
- Ensure all necessary accounts payable documents are received, (i.e. invoice, purchase order, delivery confirmation, etc.), properly coded, authorized, and accurately entered for payment based on departmental and City guidelines.
- Prepare voucher listing for Finance Director and Council Voucher Committee for review and approval. Generate checks and ACH payments, and upload all check activity to City's bank. Prepare city council agenda reports relating to vouchers and transfers.
- Responsible for preparation and filing of annual Form 1099s to the Internal Revenue Service.

- Assist in the maintenance and monitoring of expenditure usage of budget or approved contract to ensure proper entry into the financial system; report potential problems to appropriate departmental staff and/or management.
- Perform daily cash receipting and bank deposit preparation functions. Monitor electronic bank deposits and NSF transactions on a daily basis and notify departments to ensure the transactions are recorded in the City's ledgers in a timely manner. Balance deposits received from departments against cash receipt batch reports; prepares deposits; make receipt entries to general ledger; examine receipts for accuracy and completeness and resolve discrepancies; deposit monies into the bank. Reconcile credit card batch settlement deposits to the bank statements.
- Administer the City's miscellaneous accounts receivable system including billing and collection of miscellaneous receivables such as false alarms, cell phone tower leases, and/or inter-local agreements for customers and agencies and assist city staff with billing issues and procedures.
- Responsible for maintenance (archiving and destruction) of detailed accounts payable, accounts receivable, and cash receipt records according to the State of Washington Records Retention schedule.
- Responsible for preparation and filing of annual Unclaimed Property Report to the Washington State Department of Revenue. Prepare quarterly due diligence letters and affidavits and maintain records related to outstanding checks in conformity with the State Department of Revenue guidelines.
- Maintain and reconcile prepaid postage permit accounts and prepare journal entries.
- Respond to public records request for assigned areas.
- Perform other accounting tasks as needed to assist Finance staff and management, including voucher correction journal entries, assistance with the annual budget document preparation, assist state auditors during the audit, and prepare periodic utility, financial, statistical or operational reports as assigned.
- Maintain telephone business utility tax returns received and prepares quarterly reports for Finance Director.
- Maintain inventory and prepares orders for various office supplies and postage machine.

#### **OTHER DUTIES**

- Provide clerical support to the Finance Director and back up to the Accountant.
- Compose, input, and edit a variety of correspondence, reports, memorandum, and other material requiring judgment as the content, accuracy, and completeness.
- Provide customer service including directing inquiries and issues to the appropriate department.
- Follow all applicable safety rules and procedures.
- And such other related tasks, duties, and responsibilities as assigned.

#### **REQUIRED QUALIFICATIONS**

##### **Education and Experience:**

- Graduation from high school or GED equivalent with specialized course work in general office practices such as typing, accounting, and data processing.
- Two years of increasingly responsible related experience; or
- In place of the above requirements, any combination of education and experience that provides the applicant with the required knowledge, skills, and abilities to perform the job may be considered as qualifying.

##### **Licenses, Certifications and Other Requirements:**

- Must possess a valid Washington State Driver's License with good driving record. Out of state applicants must possess valid license for state of residence and must obtain valid Washington State Driver's License within 30 days of appointment.
- Must successfully satisfy a background investigation.
- Must be bondable.

**Knowledge Of:**

- Working knowledge of computers and electronic data processing.
- Working knowledge of modern office practices and procedures.
- Working knowledge of governmental accounting principles and practices.
- Working knowledge of Budgetary Accounting and Reporting Systems (BARS)
- Working knowledge of generally accepted accounts payable, purchase order, accounts receivable, and cash receipting procedures.

**Ability To:**

- Maintain regular, predictable, reliable attendance during scheduled hours.
- Operate a personal computer, including spreadsheet, database, applicable financial software, and Microsoft applications (Excel and Word).
- Applying generally accepted accounting principles to transactions, record keeping, and internal control procedures.
- Establishing effective working relationships
- Anticipating, prioritizing, and projecting workloads and tasks for time management
- Efficiently and consistently perform the responsibilities of the position.
- Meet the physical demands of the job and perform essential job functions.
- Fluently read, write, and comprehend the English language, using proper grammar, spelling, and punctuation.
- Work confidentially with discretion.
- Communicate detailed information and recommendations effectively, both orally and in writing.
- Perform basic arithmetic computations and data entry functions accurately.
- Problem solving.
- May be required to work weekends and before or after normal working hours.

**MACHINES, TOOLS, AND EQUIPMENT USED IN PERFORMING ESSENTIAL JOB FUNCTIONS**

- Personal computer, including word processing and spreadsheet software, calculator, telephone, copy machine, and fax machine.
- Operate motor vehicle.

**PHYSICAL DEMANDS:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

Work is performed mostly in an office setting. Hand-eye coordination is necessary to operate computer keyboard, software, and various pieces of office equipment.

While performing the duties of this job, the employee frequently is required to talk or hear, sit, use hands to handle, feel, or operate controls, and reach with hands and arms. The employee occasionally is required to stand, walk, bend, kneel, crouch, crawl, or climb stairs and ladders..

The employee occasionally must lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

*The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Exposure to Hazards and Atmospheric Conditions include household cleaning supplies and/or basic office supplies (e.g. copy machine toner), fumes, dust, noise, and vibration.

Duties will be performed primarily at the finance department and may include other city and county offices as needed. The work is primarily performed while sitting in an office environment.

-----

*The duties and responsibilities listed above are intended to be illustrative only of the type of work performed. The omission of other specific duties does not exclude them from the requirements of the position if they are similar, related, or logical assignments to the position.*

*The position description does not constitute an employment agreement between the City and the employee and is subject to change by the City as its needs and the requirements of the job change.*



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Celest Wilder, Engineer Tech III

**MEETING OF:** June 12, 2023

**SUBJECT:** **Resolution No. 11-2023 A Resolution Authorizing the City Manager To Enter Into An Interlocal Agreement Among Chehalis River Basing Communities Forming The Chehalis River Flood Authority: For Study, Analysis, And Implementation Of Flood Hazard Reduction Solutions In The Basin.**

---

**ISSUE**

The Interlocal Agreement with the Chehalis River Basin Flood Authority (CRBFA) had been amended to include updated legislation, located in Chapter 474, Laws of 2023 (Sections 3003 and 6293), passed for the 2023-2024 biennium, and the CRBFA has issued the final version for adoption (see attached).

**DISCUSSION**

If approved by council, the interlocal agreement creating the CRBFA, pursuant to RCW 39.34.030, will be amended effective June 22, 2023. This agreement is between Lewis, Grays Harbor, and Thurston Counties, along with the Cities of Centralia, Chehalis, Napavine, Aberdeen, Cosmopolis, Hoquiam, Montesano, and Oakville, and the Towns of Pe Ell and Bucoda, all State of Washington political subdivisions, collectively known as, "Basin Governments" shall continue to agree to be the Chehalis Basin Flood Control Authority as originally identified in Chapter 180, Laws of 2008.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is recommended that the City Council grant signature authorization to the City Manager for execution of the final document entitled "Chehalis River Basin Flood Authority – An interlocal Agreement among Chehalis River Basin Communities for Study, Analysis, and Implementation of Flood Hazard Reduction Solutions in the Basin," as amended in Resolution No. 11-2023.

**SUGGESTED MOTION**

I move that the City Council grant signature authorization to the City Manager for execution of the final document entitled "Chehalis River Basin Flood Authority – An Interlocal Agreement among Chehalis River Basin Communities for Study, Analysis, and Implementation of Flood Hazard Reduction Solutions in the Basin."



## RESOLUTION NO. 11-2023

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CHEHALIS RIVER BASIN COMMUNITIES FOR STUDY, ANALYSIS, AND IMPLEMENTATION OF FLOOD HAZARD REDUCTION SOLUTIONS IN THE BASIN

**WHEREAS**, the Chehalis River Basin in Southwestern Washington has a clear and prolonged history of chronic flooding with major flooding causing catastrophic damage occurring on average once or more per decade from the Chehalis River and its major tributaries; and

**WHEREAS**, many communities, industries, properties, and human lives are threatened by Chehalis River flood events; and

**WHEREAS**, Basin communities are interested in finding cost-effective, long-term, sustainable, and environmentally responsible methods to protect themselves and others from the hazards of major Chehalis River Basin flood events; and

**WHEREAS**, in December 2007, a series of storms caused substantial flood damage in Southwestern Washington with the President declaring on December 8, 2007 a major disaster in the counties of Grays Harbor, Kitsap, Lewis, Mason, Pacific and Thurston and by so doing authorized the release of federal disaster assistance funds; and

**WHEREAS**, in 2008 and since, the Washington Legislature and the Washington Office of Governor have authorized substantial funding and other measures necessary to advance and implement flood hazard reduction solutions across the Basin, at local and regional scales:

- Chapter 179, Laws of 2008,  
<https://lawfilesexternal.leg.wa.gov/biennium/2007-08/Pdf/Bills/Session%20Laws/House/3374-S.SL.pdf>;
- Chapter 180, Laws of 2008,  
<http://lawfilesexternal.leg.wa.gov/biennium/2007-08/Pdf/Bills/Session%20Laws/House/3375.SL.pdf>;
- Chapter 1, Laws of 2012 (Sec. 313),  
<http://lawfilesexternal.leg.wa.gov/biennium/2011-12/Pdf/Bills/Session%20Laws/Senate/5127.SL.pdf>;
- Chapter 19, Laws of 2013 (Sec. 1084),  
<http://lawfilesexternal.leg.wa.gov/biennium/2013-14/Pdf/Bills/Session%20Laws/Senate/5035-S.SL.pdf>;
- Chapter 3, Laws of 2015 (Sec. 1075),  
<http://lawfilesexternal.leg.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/House/1115.SL.pdf>;
- Chapter 194, Laws of 2016,  
<http://lawfilesexternal.leg.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/House/2856.SL.pdf>;
- Chapter 2, Laws of 2018 (Sec. 3093),  
<http://leap.leg.wa.gov/leap/budget/lbns/1719Cap6090-S.SL.pdf>;

- Chapter 413, Laws of 2019 (Sec.3023), <http://leap.leg.wa.gov/leap/budget/lbns/1921Cap1102-S.SL.pdf>;
- Chapter 356, Laws of 2020 (Sec. 3023), <http://leap.leg.wa.gov/leap/budget/lbns/2020Cap6248-S.SL.pdf>;
- Chapter 332, Laws of 2021 (Sections 30476 and 3096), <https://lawfilesext.leg.wa.gov/biennium/2021-22/Pdf/Bills/Session%20Laws/House/1080-S.SL.pdf>; and
- Chapter 474, Laws of 2023 (Sections 3003 and 6293), <https://lawfilesext.leg.wa.gov/biennium/2023-24/Pdf/Bills/Senate%20Passed%20Legislature/5200-S.SL.pdf>.

**WHEREAS**, the Chehalis River Basin Flood Authority, pursuant to the authority of RCW 39.34.030, was initially created through Interlocal Agreement, by and between Lewis County, Grays Harbor County, Thurston County, the City of Centralia, the City of Chehalis, the Town of Pe Ell, the City of Aberdeen, the City of Montesano, and the Town of Bucoda, all political subdivisions of the State of Washington to develop and participate in the development of flood hazard reduction solutions throughout the Basin; and

**WHEREAS**, that original Interlocal Agreement was amended in 2008 to add the City of Oakville, and then again in 2011 to add the City of Cosmopolis and the City of Napavine; and

**WHEREAS**, the City of Hoquiam suffers from Chronic and catastrophic flooding, is in the Chehalis River Basin, and was added as a member of the Chehalis River Basin Flood Authority in 2017; and

**WHEREAS**, in 2016, the Washington State Legislature and the Washington State Office of Governor created the Washington State Office of Chehalis Basin (RCW 43.21A.730), and additionally recognized and validated the continuing role of the Chehalis River Basin Flood Authority (RCW 43.21A.731) to select Chehalis Basin Board members that will support the State of Washington in implementing a long-term strategy to reduce flood damages and restore aquatic species and habitat in the Basin; and

**NOW, THEREFORE**, the Interlocal Agreement creating the Chehalis River Basin Flood Authority, pursuant to the authority of RCW 39.34.030, is hereby amended this 22<sup>nd</sup> day of June 2023, by and between Lewis County, Grays Harbor County, Thurston County, the City of Centralia, the City of Chehalis, the City of Napavine, the Town of Pe Ell, the City of Aberdeen, the City of Cosmopolis, the City of Hoquiam, the City of Montesano, the City of Oakville, and the Town of Bucoda, all State of Washington political subdivisions, hereinafter referred to collectively as “Basin governments” and individually as “Basin government” and same parties HEREBY COVENANT AND AGREE:

**WHEREAS**, The PURPOSE OF THIS Agreement Is to be the “Chehalis Basin Flood Authority or other authorized local government group” as identified in Chapter 180, Laws of 2008 and “to develop and participate in the development of flood hazard mitigation measures throughout the basin” through a formal and organized process that ensures:

- 1.1 Local flood hazard reduction projects are researched, identified, developed, and implemented that address known flood problems in the Basin.
- 1.2 State and federal funders are well-informed of Basin government options and needs.
- 1.3 Designs for Basin flood control projects incorporate options, features and betterments to benefit Basin communities and Basin governments.

**WHEREAS**, Basin governments shall work together pursuant to this Agreement to achieve following specific goals:

- 2.1 Inform state and federal funders of project options and needs of Basin communities.
- 2.2 Work with the State of Washington to support a Basin-wide strategy for reducing flood damage and restoring aquatic species and habitat.
- 2.3 Seek adequate funding for the Basin governments to identify, study, and permit projects for localized problems.
- 2.4 Disseminate information to residents about options and alternatives
- 2.5 Coordinate flood control activities, actions, and responses.

**WHEREAS,** For purposes of this agreement, Lewis County shall act as Lead Administrative Agent, and shall be responsible for approved projects and authorized to perform the following tasks:

- 3.1 Negotiate and execute agreements with state agencies and others for grant funds.
- 3.2 Receive and disburse funds from state and federal agencies and Basin governments.
- 3.3 in the event, and work must be performed by or on behalf of the Chehalis River Basin Flood Authority and its Basin governments pursuant to this Agreement, solicit statement of qualification, negotiate scopes of work, and execute contracts as necessary. [Note: The Lead Administrative Agent shall not obligate any of the basin governments to any financial responsibilities without prior written approval and agreement from the appropriate Basin governments.]
- 3.4 Prepare and maintain proper records for accounting and administration.
- 3.5 Arrange and facilitate regular meetings of the Chehalis River Basin Flood Authority and its Basin governments.
- 3.6 Provide legal support as necessary.

Lead Administrative Agent shall report regularly to the parties to this Agreement and provide a full accounting on the receipt and expenditure of funds that may be provided, pursuant to the Agreement.

**WHEREAS,** Each of the Basin governments shall designate in writing to the Lead Administrative Agent one official representative. Regardless of the number of official representatives designated in writing to the Lead Administrative Agent, each Basin government shall be entitled to one vote on all matters requiring group action or direction to the Lead Administrative Agent. In addition, the Counties shall act as the coordinators and representatives of the Basin communities within their respective jurisdictions which are not otherwise represented.

Lead Administrative Agent will arrange and facilitate regular meetings of the Basin governments, not less than once every three months, to discuss the status, progress, funding, and schedule of Basin flood hazard reduction projects and solutions, and to consider and measure progress toward the goals stated herein. Designated representatives of Basin governments shall use best efforts to attend the meetings.

**WHEREAS,** Each Basin government participating in this Agreement, as amended from time to time, shall be represented on the Chehalis River Basin Flood Authority and shall be entitled to one (1) vote. Measures proposed for voting shall seek consensus as a goal. In the event a consensus cannot be reached, then a super majority vote of sixty (60) percent of voting members present shall decide the issue.

**WHEREAS,** The activities of the Basin governments shall be funded from the following sources:

6.1 Funds made available from state appropriated sources.

6.2 Funds made available from federal appropriate sources.

6.3 Funds made available from any of the Basin governments, but only pursuant to other Agreements, if made.

Funds from the Basin governments may be required, if necessary for matching or providing a local share for other funding sources that become available, or if additional funds are required in excess of state and federal funding. Since the benefits to be derived from flood damage reduction projects may vary among the Basin governments, the Basin governments will contribute to the needs of the project in varying amounts, based upon their respective needs for the project and their ability to pay for the project. Any funds required from the Basin governments to cover funding requirements of to cover costs for project developed as a result of research and development, pursuant to the Agreement, will be held as the Operating Fund of the Chehalis River Basin Flood Authority and shall be shared as agreed upon by the Basin governments as set forth in the future Agreements. Nothing in this Agreement shall obligate, or be construed to obligate, any of the Basing governments to enter into future Agreements.

**WHEREAS**, Any Basin government may terminate its participation in this Agreement with 90 days' prior notice by depositing in the main or providing in person a written notice of termination addressed to the Lewis County Board of County Commissioners and the Commissioner, Mayor, or City Manager of each participating Municipality. This Agreement shall continue as to the remaining until only one party remains.

**WHEREAS**, This Agreement may be amended, altered, or changed from time to time by a written agreement signed by all participating Basin governments. The Agreement as amended shall supersede the preceding Agreement and apply to all Basin governments executing the amended Agreement. The preceding Agreement shall terminate as to all parties, including those who have not agreed to the amendment.

**WHEREAS**, It is understood and agreed between the parties hereto that each of the Basin governments agrees to protect, defend, indemnify and hold harmless the Lead Administrative Agent, Lewis County, its commissioners, mayor, councilpersons, officials, agents, attorneys, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by any of the Basin governments, except insofar as any obligation or responsibility is imposed upon the Lead Administrative Agent or Lewis County by statute. Each Basin government, per this Agreement, has negotiated and expressly waives any immunity that may be granted it under the Washington industrial insurance Act. Each Basin government's obligation to indemnify under this section shall survive the termination of its participation in the Agreement.

**WHEREAS**, All notices or other communications required or permitted under this Agreement shall be sufficiently given if any by electronic communication, with return receipt verified, promptly confirmed in writing but U.S. Mail, return receipt requested:

10.1 If to Lewis County: Chair, Board of County Commissioners

10.2 If to City of Centralia: City Manager

10.3 If to City of Chehalis: City Manager

10.4 If to City of Napavine: Mayor

10.5 If to Town of Pe Ell: Mayor

10.6 If to Grays Harbor County: Chair, Board of County Commissioners

10.7 If to City of Aberdeen: Mayor

10.8 If to City of Cosmopolis: Mayor

10.9 If to City of Hoquiam: Mayor

10.10 If to City of Montesano: Mayor

10.11 If to City of Oakville: Mayor

10.12 If to Thurston County: Chair. Board of County Commissioners

10.13 If to Town of Bucoda: Mayor

**WHEREAS** This document embodies the entire Agreement between and among the parties. There are no agreements, promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, agreements, written or oral, among the parties relating to the subject matter container herein. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and venue for any dispute arising hereunder shall be in the Superior Court for the State of Washington in Thurston County. Furthermore, this Agreement shall not be deemed or construed to create a separate legal entity or to create a joint venture partnership among the parties.

**Section 2.** The City Manager is further authorized to execute such amendments as are necessary to amend and extend the term of the agreement.

PASSED by the City Council of Chehalis, Washington, and approved by its Mayor this \_\_\_\_\_ day of June 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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





CHEHALIS RIVER BASIN FLOOD AUTHORITY  
AN INTERLOCAL AGREEMENT AMONG CHEHALIS RIVER BASIN COMMUNITIES FOR STUDY,  
ANALYSIS, AND IMPLEMENTATION OF FLOOD HAZARD REDUCTION SOLUTIONS IN THE BASIN

- A. WHEREAS, the Chehalis River Basin in Southwestern Washington has a clear and prolonged history of chronic flooding with major flooding causing catastrophic damage occurring on average once or more per decade from the Chehalis River and its major tributaries; and
- B. WHEREAS, many communities, industries, properties, and human lives are threatened by Chehalis River Basin flood events; and
- C. WHEREAS, Basin communities are interested in finding cost-effective, long-term, sustainable, and environmentally responsible methods to protect themselves and others from the hazards of major Chehalis River Basin flood events; and
- D. WHEREAS, in December 2007, a series of storms caused substantial flood damage in Southwestern Washington with the President declaring on December 8, 2007 a major disaster in the counties of Grays Harbor, Kitsap, Lewis, Mason, Pacific and Thurston and by so doing authorized the release of federal disaster assistance funds; and
- E. WHEREAS, in 2008 and since, the Washington Legislature and the Washington Office of Governor have authorized substantial funding and other measures necessary to advance and implement flood hazard reduction solutions across the Basin, at local and regional scales:
- Chapter 179, Laws of 2008,  
<https://lawfilesexternal.wa.gov/biennium/2007-08/Pdf/Bills/Session%20Laws/House/3374-S.SL.pdf>;
  - Chapter 180, Laws of 2008,  
<http://lawfilesexternal.wa.gov/biennium/2007-08/Pdf/Bills/Session%20Laws/House/3375.SL.pdf>;
  - Chapter 1, Laws of 2012 (Sec. 313),  
<http://lawfilesexternal.wa.gov/biennium/2011-12/Pdf/Bills/Session%20Laws/Senate/5127.SL.pdf>;
  - Chapter 19, Laws of 2013 (Sec. 1084),  
<http://lawfilesexternal.wa.gov/biennium/2013-14/Pdf/Bills/Session%20Laws/Senate/5035-S.SL.pdf>;
  - Chapter 3, Laws of 2015 (Sec. 1074),  
<http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/House/1115.SL.pdf>;
  - Chapter 194, Laws of 2016,  
<http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/House/2856.SL.pdf>;
  - Chapter 2, Laws of 2018 (Sec. 3023),  
<http://leap.wa.gov/leap/budget/lbns/1719Cap6090-S.SL.pdf>;
  - Chapter 413, Laws of 2019 (Sec. 3093),  
<http://leap.wa.gov/leap/budget/lbns/1921Cap1102-S.SL.pdf>;
  - Chapter 356, Laws of 2020 (Section 3023)  
<http://leap.wa.gov/leap/budget/lbns/2020Cap6248-S.SL.pdf>;

- Chapter 332, Laws of 2021 (Sections 3076 and 3096), <https://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/Session%20Laws/House/1080-S.SL.pdf>; and
- Chapter 474, Laws of 2023 (Sections 3003 and 6293), <https://lawfilesexternal.wa.gov/biennium/2023-24/Pdf/Bills/Senate%20Passed%20Legislature/5200-S.PL.pdf>.

- F. WHEREAS, the Chehalis River Basin Flood Authority, pursuant to the authority of RCW 39.34.030, was initially created through Interlocal Agreement, by and between Lewis County, Grays Harbor County, Thurston County, the City of Centralia, the City of Chehalis, the Town of Pe Ell, the City of Aberdeen, the City of Montesano, and the Town of Bucoda, all political subdivisions of the State of Washington to develop and participate in the development of flood hazard reduction solutions throughout the Basin; and
- G. WHEREAS, that original Interlocal Agreement was amended in 2008 to add the City of Oakville, and then again in 2011 to add the City of Cosmopolis and the City of Napavine; and
- H. WHEREAS, the City of Hoquiam suffers from chronic and catastrophic flooding, is in the Chehalis River Basin, and was added as a member of the Chehalis River Basin Flood Authority in 2017; and
- I. WHEREAS, in 2016, the Washington State Legislature and the Washington State Office of Governor created the Washington State Office of Chehalis Basin ([RCW 43.21A.730](#)), and additionally recognized and validated the continuing role of the Chehalis River Basin Flood Authority ([RCW 43.21A.731](#)) to select Chehalis Basin Board members that will support the State of Washington in implementing a long-term strategy to reduce flood damages and restore aquatic species and habitat in the Basin; and
- J. NOW THEREFORE, the Interlocal Agreement creating the Chehalis River Basin Flood Authority, pursuant to the authority of RCW 39.34.030, is hereby amended this 22<sup>nd</sup> day of June 2023, by and between Lewis County, Grays Harbor County, Thurston County, the City of Centralia, the City of Chehalis, the City of Napavine, the Town of Pe Ell, the City of Aberdeen, the City of Cosmopolis, the City of Hoquiam, the City of Montesano, the City of Oakville, and the Town of Bucoda, all State of Washington political subdivisions, hereinafter referred to collectively as "Basin governments" and individually as "Basin government," and same parties HEREBY COVENANT AND AGREE:

#### 1.0 PURPOSE

The purpose of this Agreement is to be the "Chehalis Basin Flood Control Authority or other authorized local government group" as identified in Chapter 180, Laws of 2008 and "to develop and participate in the development of flood hazard mitigation measures throughout the basin" through a formal and organized process that ensures:

- 1.1 Local flood hazard reduction projects are researched, identified, developed, and implemented that address known flood problems in the Basin.
- 1.2 State and federal funders are well-informed of Basin government options and needs.
- 1.3 Designs for Basin flood control projects incorporate options, features and betterments

to benefit Basin communities and Basin governments.

## 2.0 GOALS

Basin governments shall work together pursuant to this Agreement to achieve following specific goals:

- 2.1 Inform state and federal funders of project options and needs of Basin communities.
- 2.2 Work with the State of Washington to support a Basin-wide strategy for reducing flood damage and restoring aquatic species and habitat.
- 2.3 Seek adequate funding for the Basin governments to identify, study, and permit projects for localized problems.
- 2.4 Disseminate information to residents about options and alternatives.
- 2.5 Coordinate flood control activities, actions, and responses.

## 3.0 LEAD ADMINISTRATIVE AGENT

For purposes of this Agreement, Lewis County shall act as Lead Administrative Agent, and shall be responsible for approved projects and authorized to perform the following tasks:

- 3.1 Negotiate and execute agreements with state agencies and others for grant funds.
- 3.2 Receive and disburse funds from state and federal agencies and Basin governments.
- 3.3 In the event, any work must be performed by or on behalf of the Chehalis River Basin Flood Authority and its Basin governments pursuant to this Agreement, solicit statements of qualifications, negotiate scopes of work, and execute contracts as necessary. [Note: The Lead Administrative Agent shall not obligate any of the Basin governments to any financial responsibilities without prior written approval and agreement from the appropriate Basin governments.]
- 3.4 Prepare and maintain proper records for accounting and administration.
- 3.5 Arrange and facilitate regular meetings of the Chehalis River Basin Flood Authority and its Basin governments.
- 3.6 Provide legal support as necessary.

Lead Administrative Agent shall report regularly to the parties to this Agreement and provide a full accounting on the receipt and expenditure of funds that may be provided, pursuant to this Agreement.

## 4.0 MEMBERSHIP AND REPRESENTATION

Each of the Basin governments shall designate in writing to the Lead Administrative Agent one official

representative. Regardless of the number of official representatives designated in writing to the Lead Administrative Agent, each Basin government shall be entitled to one vote on all matters requiring group action or direction to the Lead Administrative Agent. In addition, the Counties shall act as the coordinators and representatives of the Basin communities within their respective jurisdictions which are not otherwise represented.

Lead Administrative Agent will arrange and facilitate regular meetings of the Basin governments, not less than once every three months, to discuss the status, progress, funding, and schedule of Basin flood hazard reduction projects and solutions, and to consider and measure progress toward the goals stated herein. Designated representatives of Basin governments shall use best efforts to attend the meetings.

## 5.0 VOTING

Each Basin government participating in this Agreement, as amended from time to time, shall be represented on the Chehalis River Basin Flood Authority and shall be entitled to one (1) vote. Measures proposed for voting shall seek consensus as a goal. In the event a consensus cannot be reached, then a super majority vote of sixty (60) percent of voting members present shall decide the issue.

## 6.0 FUNDING

The activities of the Basin governments shall be funded from the following sources:

- 6.1 Funds made available from state appropriated sources.
- 6.2 Funds made available from federal appropriated sources.
- 6.3 Funds made available from any of the Basin governments, but only pursuant to other Agreements, if made.

Funds from the Basin governments may be required, if necessary for matching or providing a local share for other funding sources that become available, or if additional funds are required in excess of state and federal funding. Since the benefits to be derived from flood damage reduction projects may vary among the Basin governments, the Basin governments will contribute to the needs of the project in varying amounts, based upon their respective needs for the project and their ability to pay for the project. Any funds required from the Basin governments to cover funding requirements or to cover costs for projects developed as a result of research and development, pursuant to this Agreement, will be held as the Operating Fund of the Chehalis River Basin Flood Authority and shall be shared as agreed upon by the Basin governments as set forth in future Agreements. Nothing in this Agreement shall obligate, or be construed to obligate, any of the Basin governments to enter into future Agreements.

## 7.0 TERM OF AGREEMENT

Any Basin government may terminate its participation in this Agreement with 90 days' prior notice by depositing in the mail or providing in person a written notice of termination addressed to the Lewis County Board of County Commissioners and the Commissioner, Mayor, or City Manager of each participating Municipality. This Agreement shall continue as to the remaining until only one party remains.

## 8.0 MODIFICATION

This Agreement may be amended, altered, or changed from time to time by a written agreement signed by all of the participating Basin governments. The Agreement as amended shall supersede the preceding Agreement and apply to all Basin governments executing the amended Agreement. The preceding Agreement shall terminate as to all parties, including those who have not agreed to the amendment.

## 9.0 INDEMNIFICATION

It is understood and agreed between the parties hereto that each of the Basin governments agrees to protect, defend, indemnify and hold harmless the Lead Administrative Agent, Lewis County, its commissioners, mayor, councilpersons, officials, agents, attorneys, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by any of the Basin governments, except insofar as any obligation or responsibility is imposed upon the Lead Administrative Agent or Lewis county by statute. Each Basin government, per this Agreement, has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act. Each Basin government's obligation to indemnify under this section shall survive the termination of its participation in the Agreement.

## 10.0 NOTICE

All notices or other communications required or permitted under this Agreement shall be sufficiently given if given by electronic communication, with return receipt verified, promptly confirmed in writing by U.S. Mail, return receipt requested:

- 10.1 If to Lewis County: Chair, Board of County Commissioners
- 10.2 If to City of Centralia: City Manager
- 10.3 If to City of Chehalis: City Manager
- 10.4 If to City of Napavine: Mayor
- 10.5 If to Town of Pe Ell: Mayor
- 10.6 If to Grays Harbor County: Chair, Board of County Commissioners
- 10.7 If to City of Aberdeen: Mayor
- 10.8 If to City of Cosmopolis: Mayor
- 10.9 If to City of Hoquiam: Mayor
- 10.10 If to City of Montesano: Mayor
- 10.11 If to City of Oakville: Mayor

10.12 If to Thurston County: Chair, Board of County Commissioners

10.13 If to Town of Bucoda: Mayor

11.0 ENTIRE AGREEMENT

This document embodies the entire Agreement between and among the parties. There are no agreements, promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, agreements, written or oral, among the parties relating to the subject matter contained herein. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and venue for any dispute arising hereunder shall be in the Superior Court for the State of Washington in Thurston County. Furthermore, this Agreement shall not be deemed or construed to create a separate legal entity or to create a joint venture or partnership among the parties.

EXECUTED IN DUPLICATE and effective as of the date and year first above written.

\_\_\_\_\_  
Sean Swope, Commission Chair, Lewis County  
date

\_\_\_\_\_  
Jill Warne, Commission Chair, Grays Harbor  
County  
date

\_\_\_\_\_  
Rob Hill, City Manager, City of Centralia  
date

\_\_\_\_\_  
Pete Schave, Mayor, City of Aberdeen  
date

\_\_\_\_\_  
Jill Anderson, City Manager, City of Chehalis  
date

\_\_\_\_\_  
Kyle Pauley, Mayor, City of Cosmopolis  
date

\_\_\_\_\_  
Shawn O'Neill, Mayor, City of Napavine  
date

\_\_\_\_\_  
Ben Winkelman, Mayor, City of Hoquiam  
date

\_\_\_\_\_  
Lonnie Willey, Mayor, Town of Pe Ell  
date

\_\_\_\_\_  
Vini Samuel, Mayor, City of Montesano  
date

\_\_\_\_\_  
Carolina Mejia, Commission Chair, Thurston  
County  
date

\_\_\_\_\_  
Anthony Smith, Mayor, City of Oakville  
date

\_\_\_\_\_  
Rob Gordon, Mayor, Town of Bucoda  
date

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Kassi Mackie, City Clerk  
Adam Fulbright, Fire Chief

**MEETING OF:** June 12, 2023

**SUBJECT:** Resolution No. 12-2023, 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, 2023. 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, 2021 and is set to expire on June 30, 2023.

The annual fee is based upon square footage of the building. The Washington State Department of Children, Youth, and Families agrees to pay \$0.09 per square foot per year with a 2% CPI. This equates to \$27,265.70 for the period of July 1, 2023- June 30, 2024 and \$27,811.01 for the period of July 1, 2024 – June 30, 2025.

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, 2025.

**FISCAL IMPACT**

The City will receive \$27,267.70 for the period of July 1, 2023- June 30, 2024 and \$27,811.01 for the period of July 1, 2024 – June 30, 2025 for a total of \$55, 076.72 for fire and EMS services.

**RECOMMENDATION**

It is recommended that the City Council approve Resolution No. 12-2023 and 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 Resolution No. 12-2023 and 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.



**RESOLUTION NO. 12-2023**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES FOR FIRE AND EMERGENCY MEDICAL SERVICES AT GREEN HILL SCHOOL**

**WHEREAS**, the Washington State Department of Children, Youth, and Families (Green Hill School) has requested renewal of the Interlocal Agreement with the City of Chehalis; and

**WHEREAS**, the City of Chehalis has agreed to provide fire and emergency medical services to Green Hill School; and

**WHEREAS**, the Washington State Department of Children, Youth and Families operating as Green Hill School will provide \$55,076.72 for fire and EMS services July 1, 2024-June 30, 2025; and

**NOW, THEREFORE, IT BE RESOLVED by the City Council of the City of Chehalis** the City Manager is authorized to execute the interlocal agreement with the Washington State Department of Children, Youth and Families for fire and emergency medical services at Green Hill School.

**PASSED** by the City Council of Chehalis, Washington, and approved by its Mayor this \_\_\_\_\_ day of June 2023.

\_\_\_\_\_  
Mayor

ATTEST:  
  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney





**INTERLOCAL AGREEMENT**  
**Fire & Emergency Medical Service for**  
**Green Hill School**

DCYF Agreement Number:  
2364-47836

**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	CONTRACTOR doing business as (DBA)
-----------------	------------------------------------

CONTRACTOR ADDRESS	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DCYF INDEX NUMBER
--------------------	--	-------------------

350 N Market Blvd Rm 101 PO Box 871 Chehalis, WA 98532	212-000-026	24034
--	-------------	-------

CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Jill Anderson	(360) 345-1042	(360) 748-0651	janderson@ci.chehalis.wa.us

DCYF ADMINISTRATION	DCYF DIVISION	DCYF CONTRACT CODE
Department of Children, Youth, and Families	Children, Youth and Families	2000LC-64

DCYF CONTACT NAME AND TITLE	DCYF CONTACT ADDRESS
Karena McGovern Contract Specialist	1115 Washington St SE Olympia, WA 98504

DCYF CONTACT TELEPHONE	DCYF CONTACT FAX	DCYF CONTACT E-MAIL ADDRESS
(360)870-5727	<a href="#">Click here to enter text.</a>	karena.mcgovern@dcyf.wa.gov

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?	CFDA NUMBER(S)
No	

AGREEMENT START DATE	AGREEMENT END DATE	MAXIMUM AGREEMENT AMOUNT
07/01/2023	06/30/2025	\$55,076.72

**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  
1500 Jefferson St. SE  
Olympia, WA 98501  
360-764-0177  
[trent.phillips@dcyf.wa.gov](mailto: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 **\$55,076.72**, 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 \$.09 (nine cents) per square foot per year, with a 2% per year increase.
- b. GHS total gross square footage as of July 1, 2023 equals 297,012.  

(1)  $297,012 \text{ s/f} \times \$0.09 \text{ per s/f}$  with a 2% increase per year equals \$27,265.70 for the first year. A 2% addition for the second year equals \$27,811.01. The total for the Period July 1, 2023 through June 30, 2025 will be \$55,076.72 or \$2,294.86 monthly.
- 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's 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 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:** Lance Bunker, Public Works Director

**MEETING OF:** June 12, 2023

**SUBJECT:** Public Hearing for the 2024-2029 Six-Year Transportation Improvement Program

---

**ISSUE**

The proposed 2024-2029 Transportation Improvement Program (TIP) has been prepared for the purpose of receiving public comment this evening, and for City Council consideration as a business item later in the agenda for the June 12<sup>th</sup> City Council meeting.

**DISCUSSION**

The City of Chehalis annually updates and adopts a Six-Year Transportation Improvement Program (TIP) as required by state law. Adopting the TIP is the first step in the annual process required by WSDOT of all local agencies to create project funding eligibility. After projects are adopted on the local TIP, they are qualified to receive federal or state transportation funding. The TIP may be amended by staff at any time to add or delete projects and/or change funding sources and amounts after approval by City Council and following a public hearing on the proposed amendments. After a locally adopted transportation project is funded, it is placed on the Statewide Transportation Improvement Program, commonly known as the "STIP".

The administration continues to identify aspects of the City's transportation system needing improvement for the safety and convenience of Chehalis residents, businesses, and visitors. Provided is a list of projects for the 2024-2029 TIP that the administration will continue to pursue funding sources for, including funding by the Transportation Benefit District.

**FISCAL IMPACT**

There is no fiscal impact associated with the public hearing.

**RECOMMENDATION**

It is recommended that the City Council receive public testimony by conducting the public hearing at this meeting and consider adoption of a resolution approving the 2024-2029 Six-Year Transportation Improvement Program.

**SUGGESTED MOTION**

There is no motion needed separate from those associated with the opening and closing of the public hearing.

**CITY OF CHEHALIS - 2024-2029 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM**

Project	General Description	Funding Source	Start Year	Prior Years	2024	2025	2026	2027	2028	2029	Future	Total Cost
Citywide Preservation Program	Chip-sealing, HMA preleveling, patching	Street Funds/TBD	N/A		\$ 210,000.00	\$ 210,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00		\$ 1,420,000.00
Citywide Sidewalk Safety Program	Sidewalk installation, repair, and replacement	Street Funds/TBD	N/A		\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00		\$ 600,000.00
Market Blvd. - Park to N National Ave.	Renaissance streetscape planning	Grants/Street Funds/TBD/Utility Funds	2027			\$ 312,000.00	\$ 3,300,000.00					\$ 3,612,000.00
Chamber Way Bridge Replacement	Replace Bridge	Grants/Street Funds/TBD	2024		\$2,400,000.00		\$40,320,000.00	\$40,320,000.00				\$ 83,040,000.00
Market Blvd - Park St to 13th St	Reconstruction	Grants/Street Funds/TBD	2026				\$ 360,000.00	\$ 5,640,000.00				\$ 6,000,000.00
Market Blvd - 13th to city limits	Reconstruct, pedestrian improvements	Grants/Street Funds/TBD	2025			\$ 360,000.00	\$ 5,400,000.00					\$ 5,760,000.00
Louisiana Avenue	Widening/realignment just south of Chamber	Street Funds/TBD	2024		\$ 90,000.00							\$ 90,000.00
National Ave./ Coal Cr. Improvements	Coal Creek Bridge, intersection, pedestrian improvements, reconstruction	Grants/Street Funds/TBD	2027					\$ 240,000.00		\$3,000,000.00		\$ 3,240,000.00
Louisiana Ave.- Chamber Way to Home Depot	Grind & inlay, Chamber to Home Depot, traffic control improvements	Grants/Street Funds/TBD	2025			\$ 330,000.00						\$ 330,000.00
Riverside Dr/Newaukum Ave repairs	Spot repairs Hwy 6 to Shorey Rd/sidewalks	Grants/Street Funds/TBD	2027					\$ 600,000.00				\$ 600,000.00
Winchester Hill Dr.	Spot repair/ double chip seal or overlay	Street Funds/TBD	2024		\$ 84,000.00							\$ 84,000.00
SW 21st St - Jackson Highway to Salsbury	reconstruction, pedestrian improvements	Grants/Street Funds/TBD/Utility Funds	2024		\$200,000.00						\$2,500,000.00	\$ 2,700,000.00
20th St.- Market to Salsbury	Grind and inlay	Grants/Street Funds/TBD	2027					\$ 360,000.00				\$ 360,000.00
Cascade Ave. - Main St. to 13th St.	Spot Repairs & Grind and Inlay	Grants/Street Funds/TBD	2026				\$ 300,000.00	\$ 1,650,000.00	\$1,650,000.00			\$ 3,600,000.00
Louisiana Ave Repairs (Post West Street Replacement)	Spot repair & overlay Hwy 6 North	Grants/Street Funds/TBD	Future								\$ 540,000.00	\$ 540,000.00
Snively Ave improvements	Reconstruct 16th to 20th	Grants/Street Funds/TBD/Utility Funds	2026				\$ 300,000.00	\$ 1,750,000.00				\$ 2,050,000.00
National Ave.- Market to Chamber	Reconstruct, pedestrian improvements	Grants/Street Funds/TBD	2025		\$1,830,000.00							\$ 1,830,000.00
13th St.- Market to Interstate	Grind & overlay, ADA compliance	Grants/Street Funds/TBD	2029							\$ 720,000.00		\$ 720,000.00
SW 3rd St - Market to Cascade	Grind & overlay, ADA compliance	Grants/Street Funds/TBD	2025			\$ 500,000.00						\$ 500,000.00
Guardrail	Various locations throughout city	Grants/Street Funds/TBD	2024		\$ 150,000.00							\$ 150,000.00
Front, Pacific, Park Streets improvements	Grind, overlay/utility/frontage improvements	Grants/Street Funds/TBD	Future								\$3,000,000.00	\$ 3,000,000.00
					\$5,064,000.00	\$1,812,000.00	\$50,330,000.00	\$50,910,000.00	\$2,000,000.00	\$4,070,000.00	\$6,040,000.00	\$120,226,000.00

Current Year (2023) Projects
Main Street Improvements- Grind and repave, with ADA ramps improvements. BNSF Tracks to Interstate 5 right-of-way - construction to begin in summer
North Market - Park to National - Curb Repair and Paint
Citywide Preservation Program - various locations
Chamber Way Bridge - Design Engineering/Scoping/Feasibility
Guardrail - various locations
Pavemet Striping - various locations

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker, Public Works Director

**MEETING OF:** June 12, 2023

**SUBJECT:** Resolution No. 10-2023 Adopting the City of Chehalis 2024-2029 Six-Year Transportation Improvement Program

---

**ISSUE**

A resolution adopting the proposed 2024-2029 Transportation Improvement Program (TIP) has been prepared for consideration by the City Council. The City Council Agenda for the meeting of June 12<sup>th</sup> includes a public hearing on the proposed 2024-2029 TIP. The resolution has been prepared for consideration by the City Council at the same meeting if the City Council desires to act on the matter this evening.

**DISCUSSION**

The City of Chehalis annually updates and adopts a Six-Year Transportation Improvement Program (TIP) as required by state law. Adopting the TIP is the first step in the annual process required by WSDOT of all local agencies to create project funding eligibility. After projects are adopted on the local TIP, they are qualified to receive federal or state transportation funding. The TIP may be amended by staff at any time to add or delete projects and/or change funding sources and amounts after approval by City Council and following a public hearing on the proposed amendments. After a locally adopted transportation project is funded, it is placed on the Statewide Transportation Improvement Program, commonly known as the "STIP".

The administration continues to identify aspects of the City's transportation system needing improvement for the safety and convenience of Chehalis residents, businesses, and visitors. The list of projects that make up the TIP is attached.

**FISCAL IMPACT**

There is no fiscal impact associated with adoption of the resolution; however, the projects included in the TIP will require the allocation of financial resources when initiated by separate action of the City Council through the budgeting process.

**RECOMMENDATION**

It is recommended that the City Council approve Resolution No. 10-2023 adopting the 2024-2029 Six-Year Transportation Improvement Program.

**SUGGESTED MOTION**

I move that the City Council approve Resolution No. 10-2023 adopting the 2024-2029 Six-Year Transportation Improvement Program.

**RESOLUTION NO. 10-2023**

**A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON,  
ADOPTING THE 2024-2029 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 12<sup>th</sup> day of June 2023 to consider the 2024-2029 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 2024-2029 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 2024-2029 six-year transportation improvement plan for the City effective the reporting year 2023/2024.

**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 12<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Tony Ketchum, Mayor

Attest:

\_\_\_\_\_  
Kassi Mackie, City Clerk

Approved as to form and content:

\_\_\_\_\_  
Kevin Nelson, City Attorney

**CITY OF CHEHALIS - 2024-2029 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM**

Project	General Description	Funding Source	Start Year	Prior Years	2024	2025	2026	2027	2028	2029	Future	Total Cost
Citywide Preservation Program	Chip-sealing, HMA preleveling, patching	Street Funds/TBD	N/A		\$ 210,000.00	\$ 210,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00		\$ 1,420,000.00
Citywide Sidewalk Safety Program	Sidewalk installation, repair, and replacement	Street Funds/TBD	N/A		\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00		\$ 600,000.00
Market Blvd. - Park to N National Ave.	Renaissance streetscape planning	Grants/Street Funds/TBD/Utility Funds	2027			\$ 312,000.00	\$ 3,300,000.00					\$ 3,612,000.00
Chamber Way Bridge Replacement	Replace Bridge	Grants/Street Funds/TBD	2024		\$2,400,000.00		\$40,320,000.00	\$40,320,000.00				\$ 83,040,000.00
Market Blvd - Park St to 13th St	Reconstruction	Grants/Street Funds/TBD	2026				\$ 360,000.00	\$ 5,640,000.00				\$ 6,000,000.00
Market Blvd - 13th to city limits	Reconstruct, pedestrian improvements	Grants/Street Funds/TBD	2025			\$ 360,000.00	\$ 5,400,000.00					\$ 5,760,000.00
Louisiana Avenue	Widening/realignment just south of Chamber	Street Funds/TBD	2024		\$ 90,000.00							\$ 90,000.00
National Ave./ Coal Cr. Improvements	Coal Creek Bridge, intersection, pedestrian improvements, reconstruction	Grants/Street Funds/TBD	2027					\$ 240,000.00		\$3,000,000.00		\$ 3,240,000.00
Louisiana Ave.- Chamber Way to Home Depot	Grind & inlay, Chamber to Home Depot, traffic control improvements	Grants/Street Funds/TBD	2025			\$ 330,000.00						\$ 330,000.00
Riverside Dr/Newaukum Ave repairs	Spot repairs Hwy 6 to Shorey Rd/sidewalks	Grants/Street Funds/TBD	2027					\$ 600,000.00				\$ 600,000.00
Winchester Hill Dr.	Spot repair/ double chip seal or overlay	Street Funds/TBD	2024		\$ 84,000.00							\$ 84,000.00
SW 21st St - Jackson Highway to Salsbury	reconstruction, pedestrian improvements	Grants/Street Funds/TBD/Utility Funds	2024		\$200,000.00						\$2,500,000.00	\$ 2,700,000.00
20th St.- Market to Salsbury	Grind and inlay	Grants/Street Funds/TBD	2027					\$ 360,000.00				\$ 360,000.00
Cascade Ave. - Main St. to 13th St.	Spot Repairs & Grind and Inlay	Grants/Street Funds/TBD	2026				\$ 300,000.00	\$ 1,650,000.00	\$1,650,000.00			\$ 3,600,000.00
Louisiana Ave Repairs (Post West Street Replacement)	Spot repair & overlay Hwy 6 North	Grants/Street Funds/TBD	Future								\$ 540,000.00	\$ 540,000.00
Snively Ave improvements	Reconstruct 16th to 20th	Grants/Street Funds/TBD/Utility Funds	2026				\$ 300,000.00	\$ 1,750,000.00				\$ 2,050,000.00
National Ave.- Market to Chamber	Reconstruct, pedestrian improvements	Grants/Street Funds/TBD	2025		\$1,830,000.00							\$ 1,830,000.00
13th St.- Market to Interstate	Grind & overlay, ADA compliance	Grants/Street Funds/TBD	2029							\$ 720,000.00		\$ 720,000.00
SW 3rd St - Market to Cascade	Grind & overlay, ADA compliance	Grants/Street Funds/TBD	2025			\$ 500,000.00						\$ 500,000.00
Guardrail	Various locations throughout city	Grants/Street Funds/TBD	2024		\$ 150,000.00							\$ 150,000.00
Front, Pacific, Park Streets improvements	Grind, overlay/utility/frontage improvements	Grants/Street Funds/TBD	Future								\$3,000,000.00	\$ 3,000,000.00
					\$5,064,000.00	\$1,812,000.00	\$50,330,000.00	\$50,910,000.00	\$2,000,000.00	\$4,070,000.00	\$6,040,000.00	\$120,226,000.00

Current Year (2023) Projects
Main Street Improvements- Grind and repave, with ADA ramps improvements. BNSF Tracks to Interstate 5 right-of-way - construction to begin in summer
North Market - Park to National - Curb Repair and Paint
Citywide Preservation Program - various locations
Chamber Way Bridge - Design Engineering/Scoping/Feasibility
Guardrail - various locations
Pavemet Striping - various locations



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

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

**MEETING OF:** June 5, 2023

**SUBJECT:** First reading of Ordinance Number 1067-B Updating CMC 17.12 Subdivisions

---

**INTRODUCTION**

The Planning Commission and staff proposed changes to the City Council for the Subdivision Code on September 26, 2022. The Council subsequently approved ordinance #1032-B. In the process of codifying this ordinance, conflicts were discovered. In consultation with the City Attorney, it was determined that the best process forward is to repeal that adopting ordinance, #1032-B as well as the other ordinances listed in the new proposed ordinance #1067-B and hear a new ordinance that resolves the conflicts. The City Attorney also recommended that the new code be labeled as CMC 17.12A to help avoid any future confusion.

The new ordinance, #1067-B, has been reviewed by the City Attorney to eliminate any additional conflicts.

It is important for the City Council to know that all current short plats, boundary line adjustments, and subdivisions that are being processed or have received preliminary approval are vested under the existing code. This vesting will remain in place so long as the application remains active.

The attached code is the same code presented to the Council in September 2022. The discussion below is also the same discussion from September 2022 to provide continuity and context for the process.

**DISCUSSION**

Created in 2002 and last updated in 2009, the Subdivision Code needed review for compliance with current State law as well as case law. While doing this, staff and the Planning Commission found it advantageous to review and make proposed updates to the entire code.

The Planning Commission workshopped this proposal the last quarter in 2021. A public hearing was held on January 11, 2022, to take public testimony on the proposed changes. The Planning Commission unanimously voted to recommend that the City Council approve the changes to the code.

After the public hearing the Subdivision code then went to the WA Dept of Commerce for a mandatory 90-day review period. During this time, staff conducted SEPA review and issued a Determination on Non-Significance for the project.

The City Council workshopped the code on July 25, 2022. At that workshop, it was requested that we modify the definition of a boundary line adjustment, removing some complicating language. This has

been done. Shortly after the workshop, it was also suggested that we add language for legal lot determinations.

Major changes to the code are as follows:

- Removal of redundant code.
- Add language for Boundary Line Adjustments.
- More clearly define the subdivision process as it pertains to short plats and long plats.
- More directly define all items required on the face of the plat.
- Creation of a Table of Required Information to assist with the platting process.
- Review of the code for compliance with current State regulations and case law.

On September 12, 2022, the City Council considered Ordinance 1032-B on first reading. During the discussion, staff was directed to meet with Mayor Pro-Tem Spahr and Councilor Lord to review the criteria for legal lot descriptions in CMC 17.22.020. The changes requested during that meeting have been incorporated into the draft before you at this time. They are indicated within the code text, crossed out for deleted text and a bold pink color for the new text.

The Council heard the second reading of ordinance 1032-B on September 26, 2022. It passed with the corrections mentioned above.

#### **FISCAL IMPACT**

There is no fiscal impact from this code update.

#### **RECOMMENDATION**

It is recommended that the City Council approve Ordinance No. 1067-B updating CMC 17.12A Subdivisions on first reading.

#### **SUGGESTED MOTION**

Move to approve Ordinance No. 1067-B updating CMC 17.12A Subdivisions on first reading.

**ORDINANCE NO. 1067-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, REPEALING CHAPTER 17.12 OF THE CHEHALIS MUNICIPAL CODE AND THE ORDINANCES PERTAINING THERETO, AND REPLACING THAT CHAPTER WITH A NEW CHAPTER TO BE CODIFIED AS CHAPTER 17.12A, SUBDIVISION CODE AND ESTABLISHING AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, local regulation for the orderly subdivision of land is mandated by Title 58.17 RCW; and

**WHEREAS**, pursuant to Title 58.17 RCW, the City of Chehalis has adopted regulations for the subdivision of land in Chapter 17.12 of the City of Chehalis Municipal Code; and

**WHEREAS**, the need for clarification revisions to the subdivision regulations pertaining to Boundary Line Adjustments, Final Plats, Re-plats, and certain application requirements have been identified; and

**WHEREAS**, it is in the public interest to establish a process for determining when and if certain lots are either exempt from, or have been created through, a legally-established land subdivision process; and

**WHEREAS**, the proposed creation of Chapter 17.12A were heard at a duly noticed meeting of the Chehalis Planning Commission on January 11, 2022; and

**WHEREAS**, the required notice of the proposed changes were sent to the Washington State Department of Commerce on February 16, 2022 for a determination of consistency with the Washington Growth Management Act; and

**WHEREAS**, a Determination of Nonsignificance for the proposed changes to Chapter 17.12A was issued pursuant to the Washington State Environmental Policy Act on February 14, 2022; and

**WHEREAS**, at a duly noticed meeting, the City of Chehalis City Council held a workshop on the proposed changes to Chapter 17.12 on July, 25, 2022

**WHEREAS**, after full consideration, the Chehalis City Council has approved the proposed repeal of Chapter 17.12 and replacing it with Chapter 17.12A; now therefore,

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

**Section 1.** Chapter 17.12A of the Chehalis Municipal Code shall be, and the same hereby is, created to read as identified in Exhibit A.

**Section 2.** Chapter 17.12 of the Chehalis Municipal Code shall be, and the same hereby is, repealed.

**Section 3.** Upon adoption, the following ordinances and sections are repealed as identified below, to the extent that they created or modified Chapter 17.12 of the Chehalis Municipal Code:

- Ordinance 1032-B, in its entirety, passed September 9, 2022.
- Ordinance 720-B, as applicable.
- Ordinance 769-B, Sections 9, 10, 11, and 12, passed July 12, 2004.
- Ordinance 819-B, Section 8, passed on June 25, 2007.
- Ordinance 847-B, Section 10, passed on October 1, 2009.
- Ordinance 858-B, Sections 8, 9, and 10, passed September 10, 2010.
- Ordinance 924-B, in its entirety, passed on February 10, 2014.
- Ordinance 988-B, Section 3, passed on June 25, 2018.

**Section 4.** If any section, sentence, clause or phrase of this Ordinance shall be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 5.** The effective date of this Ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

Attest:

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

Approve as to form:

\_\_\_\_\_

City Attorney



**SUBDIVISION CODE**

- ~~17.1217.12AA.010~~ **Purpose and general administration**
- ~~17.12AA.020~~ **Legal Lot Determinations**
- ~~17.1217.12AA.035~~ **Fees**
- ~~17.1217.12AA.055~~ **Boundary Line Adjustment**
- ~~17.1217.12AA.100~~ **Preliminary Plat-Subdivisions, PUD, MPUD**
- ~~17.1217.12AA.150~~ **Terms and effect of preliminary approval**
- ~~17.1217.12AA.175~~ **Final Plat**
- ~~17.1217.12AA.190~~ **Replatting**
- ~~17.1217.12AA.200~~ **Short Plats**
- ~~17.1217.12A.300~~ **Binding Site Plans**
- ~~17.1217.12A.400~~ **Table of Required Information**

~~17.1217.12A.010~~ **Purpose and general administration**

A. Title and purpose

This chapter shall be titled the Chehalis subdivision regulations and may be referred to as the subdivision and platting chapter.

1. Purpose.

The purpose of this chapter is to regulate the subdivision of land and to further the health, safety and general welfare by:

- i. Providing for platting, subdivision, boundary line adjustments, dedication and recording of plats of land;
- ii. Providing for safe and adequate access;
- iii. Providing for safe and adequate utilities, parks, recreation facilities, schools and other public facilities;
- iv. Providing for minimum acceptable levels of light, air and open space;
- v. Promoting effective use of land by preventing overcrowded or scattered development;
- vi. Providing for adequate water, sanitary sewer, drainage, transportation or other public facilities, and preventing excessive expenditure of public funds for such services;
- vii. Promoting coordinated development to protect environmentally sensitive areas, conserve natural beauty and preserve other natural resources;
- viii. Encouraging the most appropriate use of land throughout the city and the city's UGA;
- ix. Providing for expeditious review and approval of proposed plats that conform to the standards in this title;
- x. Implementing adopted comprehensive plans;
- xi. Providing for the housing and commercial needs of the city;

- xii. Providing for flexibility in industrial zones where ports are operating under a master plan for development; and
- xiii. Requiring uniform monumenting of land divisions and conveyance of accurate legal descriptions.

B. Scope

- 1. The regulations of this chapter shall apply to the subdivision of any lot, parcel or tract into two or more lots or tracts or division of land for sale, lease or development. The regulations shall apply to every situation where there is a dedication of streets, alleys, easements or land for public use.
- 2. Divisions of land accomplished under subsection (B) of this section shall not require the city to issue development permits if such division does not meet the minimum requirements of this chapter.

C. Applicability of codes and conformance with other regulations.

Any plat, short plat, boundary line adjustment, or binding site plan within the ~~corporate limits~~ jurisdiction of Chehalis shall be approved and recorded as prescribed by this chapter. No plat, short plat, boundary line adjustment, or binding site plan shall be recorded or have any validity unless and until it has the approval of the city and such other approvals as may be required by this title, CMC 17.09 Permit Processing, CMC 12 Streets/Sidewalks/Public Places, the currently adopted International Building Code and International Fire Code, and other federal, state, and local regulations as may apply. All records of survey in connection with any plat, short plat, or binding site plan shall be in conformance with Chapter 58.09 RCW. All plats shall be consistent with the need to minimize flood damage.

D. Consent to access

The developer shall permit free access to the land being divided to all agencies considering the subdivision, short subdivision, boundary line adjustment, or binding site plan for the period of time extending from the time of application to the time of final action.

E. Specific exemptions

The provisions of this title shall not apply to the following:

- 1. Cemeteries and other burial plots while used for that purpose;
- 2. Divisions made by testamentary provisions or the laws of descent;
- 3. Assessor's plats made in accordance with RCW [58.18.010](#), [58.17.240](#) and [58.17.250](#);
- 4. A division for the purpose of lease when the land is to be developed as a mobile home park and a binding site plan has been approved pursuant to the requirements of the zoning code (Title 17);
- 5. Condominium plats, when prepared and filed in accordance with the horizontal regime act, RCW Chapter [64.32](#), and a binding site plan has been approved pursuant to the requirements of the zoning code (Title [17](#));
- 6. Divisions of land into lots, parcels or tracts, each of which is at least 40 acres or 1/16 of a section in area;



7. Divisions of land due to condemnation or sale under threat thereof, by any agency or division of government vested with the power of condemnation.

#### F. Definitions

For the purpose of this title, certain words and terms are defined in this chapter. When consistent with the context, words used in the present tense shall include the future; the singular term shall include the plural; and the plural, the singular; the word "shall" is always mandatory and the word "may" denotes a use of discretion.

1. "Applicant" means any individual or entity who applies for preliminary plat, short plat, large lot subdivision or binding site plan approval under this title.
2. "Auditor" means the auditor of Lewis County, Washington.
3. "Binding site plan" means a drawing made and approved in accordance with the provisions of subdivisions D, E and G of Section 17.09.195 of this title which contains inscriptions and attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the city, and which contains provisions requiring any development to be in conformance with the site plan.
4. "Buildable lot" means a lot meeting all of the requirements of size, shape, frontage, sanitation, etc., contained in this title and other ordinances of the city for any specific type of development.
5. "Boundary line adjustment" means an alteration of a division of land by adjustment of boundary lines, between platted or unplatted lots or parcels or both, which does not create an additional lot, tract, parcel, building site, or division nor creates any lot, tract, parcel, building site, or division which contains insufficient area or dimension to meet the minimum requirements for width or area for a building site. Boundary line adjustments include lot consolidations wherein boundary lines are removed.
6. "Chehalis coordinate system" means the horizontal ground scale coordinate system referenced to the Washington Coordinate System as established by the city Public Works Department.
7. "City council" means the mayor and council members of the city.
8. "Comprehensive plan" means a plan adopted by the City Council as a guide to the physical growth and improvement of the city, including modifications or refinements which may be made from time to time. Said plan may include the following elements: land use, transportation, transit, public services and facilities, housing, community development, and additional subjects relating to the physical development of the city.
9. "County" means the county of Lewis, state of Washington.
10. "Date of filing" means the date that a complete and accurate application for preliminary plat, short plat, large lot plat or final plat approval is filed with the city.
11. "Declaration of short subdivision" means a document signed by all persons having any real interest in the land being subdivided that they signed the same as their free act and deed, and containing, as a minimum, the following elements:
  - i. A legal description of the tract being divided;
  - ii. An illustrative map;
  - iii. Any restrictive covenants;
  - iv. A title report or plat certificate;

- v. Any special conditions of short subdivision approval (e.g., frontage improvements requirements).
12. "Dedication" means the deliberate appropriation of land by an owner for any general and public uses, reserving to that owner no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat, short plat or binding site plan showing the dedication thereon; and the acceptance by the public shall be evidenced by the approval of such plat or plan for filing by the appropriate governmental unit.
  13. "Department" The City of Chehalis Planning and Building Department.
  14. "Development" means the development of land as proposed and/or described in any application for development permit approval submitted to the city.
  15. "Development permit" means any land use permit which must be approved by the city prior to the development of land. Development permits shall include preliminary plats, short plats, binding site plans, large lot subdivisions and final plats.
  16. "Director" means the Manager of Planning and Building and the Manager's designee.
  17. "DRC and Development Review Committee" are defined in CMC 17.09.125.
  18. "Easement" means a right granted by a property owner to specifically named parties or to the general public for the use of certain areas or strips of land for particular purposes. Where appropriate to the context, easement may also refer to the land covered by the rights granted. This may include pedestrian paths, bicycle paths, utility easements, drainage, open space, etc.
  19. "Final Approval" means the final official action taken by the City Council, Hearing Examiner, or planner on the proposed subdivision, short subdivision, binding site plan, large lot subdivision or dedication, or portion thereof.
  20. "Final plat" means the final drawing of the subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements set forth in RCW Chapter 58.17 and in this title adopted pursuant thereto.
  21. "Flooding" means the inundation of an area of land that is not usually under water.
  22. "Hearing examiner" means the land use Hearing Examiner for the city.
  23. "Improvements" means and includes, but is not limited to, streets and roads complying with the development standards and specifications adopted by the city; public utility and pedestrian facilities; street lights; landscape features; bridge structures; storm drainage facilities; and traffic control devices as are required to be installed as a part of subdivision, short subdivision, large lot subdivision or binding site plan approval.
  24. "Lot" means a fractional part of subdivided or site planned land having fixed boundaries, being of sufficient area and dimensions to meet minimum zoning requirements for width and area. The term shall include tracts or parcels.
  25. "Mean sea level datum" means the published mean sea level datum established by the U. S. Coast and Geodetic Survey (now National Geodetic Survey) and the benchmarks referenced to this datum established by the city Public Works Department.
  26. "Person" means every person, firm, partnership, association, social organization, corporation, estate, trust, receiver, syndicate, branch of government, or any other group or combination acting as a unit.

27. "Planned unit development" means a unified development approved in accordance with Title 17 of this code.
28. "Plat" means a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys or other divisions or dedications.
29. "Preliminary Approval" means the official action taken on a proposed division of land when provision of improvements or fulfillment of conditions are to occur prior to final approval.
30. "Preliminary plat" means a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks and other elements of a subdivision consistent with the requirements of this chapter. The preliminary plat shall furnish a basis for the approval or disapproval of the general layout of a subdivision.
31. "Short plat" means the map or representation of a short subdivision containing all of the pertinent information as required by this title.
32. "Short subdivision" means the division or redivision of land into nine or fewer lots, tracts, parcels, sites or divisions for the purpose of transfer of ownership, sale or lease.
33. "Subdivider" means a person who undertakes the subdividing of land.
34. "Subdivision" means the division or redivision of land into ten or more lots, tracts, parcels, sites or divisions, which are less than five acres in area, whether immediate or future, for the purpose of sale, lease or transfer of ownership. This definition applies whether or not there is a dedication involved.
35. "Utilities easements" means rights-of-way which may be used by public utilities, including, but not limited to, electricity, water, natural gas, sewer, telephone and television cable for the construction, operation, maintenance, alteration and repair of their respective facilities.
36. "Variance" means an authorization granting relief under the provisions of Chapter 17.09 of this title from the literal enforcement of this title, when special conditions exist, or unusual hardship will result therefrom.

G. Review and recommendation.

Planning department and DRC review.

1. Preliminary plats will be reviewed by the planning department for consistency with all applicable regulations.
2. The department shall review the preliminary plat to ensure that:
  - i. The proposed preliminary plat is consistent with the comprehensive plan for:
    - a. Type of land use;
    - b. The level of development, such as units per acre or other measure of density;
    - c. Infrastructure, including public facilities and services needed to serve the development; and
  - ii. Lack of compliance with the criteria in subsection (B)(2) of this section or any condition of approval, including mitigating conditions established in the SEPA process, shall be grounds for denial of a proposed preliminary plat.
3. The DRC shall review all plats, boundary line adjustments, or binding site plans for the following and make a recommendation to the deciding body.
  - i. Conformance with site requirements (zoning and dimensional requirements);
  - ii. Conformance of the street system with the adopted street plans and is laid out in such a manner as to provide for safe and efficient circulation of traffic;
  - iii. Adequately served with approved water, sewer and other appropriate utilities;

- iv. The layout of lots, their size and dimension, taking into account topography and vegetation on the site in order that buildings may be reasonably sited, and that the least disruption of the site, topography and vegetation will result from development of the lots;
  - v. Identified hazards and limitations to development have been considered in the design of streets and lot layout to assure that streets and building sites are on geologically stable soil considering the stress and loads to which the soil may be subjected.
4. The SEPA responsible official shall issue a threshold determination for the proposal consistent with the requirements of Chapter 17.15 CMC.

H. Pre-applications.

Prior to applying for site plan review, a developer may file with the DRC a pre-application or proposal, with adequate copies, which shall contain in a rough and approximate manner all the information required in the site plan application. The purpose of the pre-application is to enable a developer filing the plan to obtain the advice of the DRC as to applicability of the intent, standards and provisions of this chapter to the plan. After filing of a pre-application, the DRC shall make available to the developer its written advice regarding the compatibility of the preliminary site plan with the intent, standards and provisions of this chapter. This preliminary advice is not to be construed as an approval or disapproval outright of the proposal nor should it be interpreted as vesting of the project.

I. General layout of lots

1. All lots within a regular subdivision must meet the minimum size and dimension requirements established in the applicable zone for the property pursuant to this title and any other applicable land use regulations. The minimum lot area shall be deemed to have been met if:
  - i. The average lot area is not less than the minimum lot area required within the applicable zoning district; and
  - ii. No lots contain an area of less than 80 percent of the prescribed minimum for the applicable zoning district (lot averaging). No more than ten percent of the lots may be less than the minimum required.
2. All lots within a short plat or a boundary line adjustment must meet the minimum size requirements established in the applicable zone.
3. All lots must be shaped to permit reasonable use and development of the lot and provide for a minimum building dimension of 24 feet by 24 feet without encroaching into any setback area.
4. Not more than 15 percent of any proposed lot which is designated for development may contain environmentally sensitive, critical and/or resource areas as defined Division III of this title. This 15 percent includes all required buffers for the various environmental areas.
5. Not more than two flag lots shall be created back to back in a subdivision or short plat or from any single lot of record.
6. The “flagpole” portion of any flag lot shall be a minimum of 12 feet wide if serving only one single-family dwelling or duplex. “Flagpole” portions that serve more than four dwelling units must be 20 feet wide. No more than two lots may be served by a driveway created in the “flagpole”.

7. Flag lots serving commercial and industrial uses will be permitted provided the flag is designed in a manner to allow for sufficient access to the parcel for a commercial and industrial user. The limitation on flag lots contained in CMC ~~47.1217.12A~~.070(E) does not apply to master planned areas.
8. In any short plat or subdivision, a lot created for the exclusive purpose of utility fixtures or equipment need not comply with the dimensional standards required by this chapter; provided, that an easement or dedication is recorded for such utility purpose within the approval documents.
9. Mailboxes. Mailboxes shall be installed consistent with the Engineering Development Code (CMC 12.04.320(G), Mailboxes, and associated Figure 2-18).
- i. Documentation of consultation with the United States Post Office is required to determine the proper location for the proposed mailbox(es). This shall be done by the applicant and documentation shall be provided to the department by the applicant.
  - ii. Any proposed mailbox or mailbox cluster location must be shown on the subdivision or short plat map.
- A. Streets and roads
1. All lots must have direct legal access abutting either a public right-of-way or a platted private street or road. The city may require that the legal right of access be granted to other adjoining properties in order to provide a safe and efficient circulation system within the city. Private streets or roads shall be clearly marked on the face of the plat and dedicated as such in the plat certificate in accordance with RCW 58.17.165 and reserved for ingress, egress, and utilities. The city shall require a dedicated right-of-way and construction to public street standards when:
    - i. The street or road serves more than four lots;
    - ii. The street or road can be made to link two existing rights-of-way;
    - iii. The public works department or designated consultant determines that, under the applicable circumstances, a dedicated right-of-way is required.
    - iv. Boundary line adjustments must only show dedicated access to a right of way. As per RCW 58.17 boundary line adjustments are not subject to street and road conditions required for plats and binding site plans.
  2. Roads shall be designed with appropriate consideration for existing and projected streets or roads, anticipated traffic patterns, topographic and drainage conditions, public convenience and safety, and the proposed uses of the land served.
  3. The standard width and engineering design of public and private rights-of-way, streets and roads shall conform to the requirements of the development engineering standards. Private streets serving more than four lots, which may be approved through a variance process, shall be constructed to public street standards consistent with the anticipated functional classification.
  4. Where necessary to connect to existing streets or roads, or to provide for overall area circulation, streets or roads may be required to extend to the outside boundaries of the plat.
  5. Street or road grades, curves, frontage improvements, and intersections shall be engineered and be consistent with development engineering standards.

6. All plats shall incorporate provisions for controlling access onto arterial roads in accordance with accepted engineering practices and development engineering standards.
7. When proposed, privately owned and maintained roads serving lots may be approved only when it is determined that:
  - i. There will be no resulting public safety hazard;
  - ii. Such roads will be built to private road standards;
  - iii. The road is not required to be public, pursuant to subsection (A) or (H) of this section; and
  - iv. Approved provisions for future maintenance of such private roads are identified in the proposal.
8. Dedication to the city of public right-of-way shall be required within or along the boundaries of the plat or short plat under the following circumstances:
  - i. Where the six-year improvement plan indicates the necessity of a new right-of-way or portion thereof for street purposes; or
  - ii. Where necessary to extend or to complete the existing neighborhood street pattern.

B. Transit/bus stops

1. All regular subdivisions of 10 or more lots shall provide an approved transit/bus stop within 1,000 feet of every lot created if one does not currently exist. Such stop shall be located upon a public right-of-way unless an alternate location is approved by the DRC. Any such stop located upon a right-of-way shall comply with all applicable requirements of the development engineering standards.
2. Notwithstanding any provisions of the development engineering standards, no transit/bus stop shall be located such that a bus serving such stop would be required to back up to continue service on its assigned route.
3. If, during the development review process, the serving transit authority or operator of the transit system advises the DRC that the proposed transit/bus stops will not be served within one year of final plat approval by a regular bus route and schedule, the DRC may waive the construction of the transit shelter; provided, that the required bus pull-out lane is constructed. Any future construction of a bus shelter shall be at the discretion of the transit authority or operator, and must be approved by the public works department if located upon a right-of-way.

C. Utilities

1. The applicant shall provide for connections to the public water service for each lot created.
2. The applicant shall construct and dedicate to the city a water system consistent with city standards that will provide adequate fire flow and all fire fighting infrastructure and appurtenances required by the fire marshal; except, a dedicated water system will not be required if all of the following apply:
  - i. Four or fewer lots are created;
  - ii. No building is more than 100 feet from a water meter placed on a public right-of-way;
  - iii. No building is more than 300 feet from a fire hydrant on a public right-of-way;
  - iv. All other applicable water utility criteria are met.
3. The applicant shall comply with the construction phase and permanent storm water control requirements of the development engineering standards. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.

4. The applicant shall provide for connections to the sanitary sewer system for each new lot created.
5. Arrangements shall be made by the applicant to install all utility lines, including electricity and telephone service, underground. All utilities, utility equipment and facilities, such as water, sewer, electrical, gas, telephone, and cable, shall be located and constructed to minimize or eliminate flood damage.
6. Utility lines, other than in rights-of-way and vehicular access easements or tracts, shall be within an easement centered on property lines wherever possible. Except in unusual circumstances, easements for utilities shall be at least 20 feet in width. The city may require that utilities be extended to the perimeter of the plat or short plat adjoining other properties, and easements be granted therefor, in order to provide an efficient utility system within the city.

D. Dedication of open space

1. All plats creating 10 or more lots (regular subdivisions, master planned development, planned unit development, residential binding site plan) shall provide a minimum of 10 percent of the total gross area of the plat for parks, open space, greenbelt and/or buffer strips. Wetlands and other identified environmentally sensitive areas may be included in the 10 percent calculation, provided at least half of the nonenvironmentally sensitive area shall be capable of use for active recreation. Active recreational areas shall not be located in required buffers except for trails. Acceptable types of active recreation are:
  - i. Tot lots
  - ii. Trails
  - iii. Pavilion
  - iv. Outdoor picnic/barbeque areas
  - v. Community gardening
  - vi. Other active recreational activities that may be appropriate for the overall design of the plat.

These activities must be submitted to staff. Final approval will be made by the hearing examiner.

2. All subdivisions shall provide for parks, open space, greenbelt and/or buffer strips, wetlands and other identified environmentally sensitive areas as depicted in the adopted master plan. All open space, parks or common areas shall comply with any applicable agency requirements.
3. Open space, parks, or common areas shall be efficiently located and provide adequate access.

E. Submission requirements

1. The applicant shall prepare a preliminary plat together with improvement plans and other supplementary material as may be required to indicate the general program and objectives of the project. The applicant will also complete application for a zoning map amendment, variance or any other applications necessary under this title. These applications will be processed by the city simultaneously with plat application, except that any application that requires an amendment to the city's comprehensive plan shall be reviewed at the time that such amendments are contemplated (generally, annually).
2. All forms including the plat shall be submitted electronically to the City for review. The form and contents of the preliminary plat are specified CMC ~~47-1217.12A~~.400 Table of required information.

3. All subdivisions shall be prepared by a land surveyor and/or civil engineer licensed in the state of Washington.
  4. An environmental checklist consistent with the requirements of Chapter 17.15 CMC, State Environmental Policy Act (SEPA), may be required for any preliminary plat application submitted.
  5. All civil, utility and roadway plans shall be prepared by a civil engineer consistent with the development engineering standards.
  6. All applications pursuant to this chapter shall be delivered to planning and department and must be accompanied by applications for other approvals which may be required as a condition of approval of a proposed plat of land under this title, including but not limited to all regulations identified in this title.
  7. The planning and building department shall note the date of receipt of the application and shall notify the applicant within 28 days of receipt of any deficiencies found in the application as identified in CMC 17.09.090 Completeness review. The issuance of a determination of a complete application shall preclude the city from requesting additional information from the applicant in order to complete the processing of an application.
  8. If no deficiencies are found and all applicable fees are paid, the planning and building department shall accept the application as fully complete and the application shall be deemed filed as of the date it was found complete.
  9. If deficiencies are found, the applicant shall be notified in writing that the application is not complete until such deficiencies are corrected.
  10. All applications for a preliminary plat pursuant to this chapter shall be considered under the provisions of zoning and other land use control regulations of this code, in effect on the land at the time of filing a fully complete application.
- F. Responsibility of accuracy  
The applicant is responsible for the accuracy of all data and information submitted on or with an application. Any application found at any time to be materially inaccurate or misleading shall be returned to the applicant with a notice stating that the application must be corrected and returned to the planning and building department.
- G. Identification markers  
The developer shall, for identification purposes only, cause markers of a type approved by the city to be placed upon each of the approximate road frontage corners of the subject property and maintain them thereon during the period extending from the time of application to the time of final action for the purpose of permitting field checks of the proposed short subdivision. Where other data or where identification markers are found necessary by any relevant agency to assist it in making its determination, such data and markers shall be placed upon the land and maintained thereon during the period extending from the time of application to the time of final action for the purpose of permitting field checks by the applicable agencies.
- H. Dedications and certificate.  
Every subdivision, short subdivision or large lot subdivision filed for record must contain a certificate giving a full and correct description of the lands divided as they appear on the plat, short plat or binding



site plan, including a statement that the division has been made with the free consent and in accordance with the desires of the owner or owners. If the division is subject to a dedication, the certificate or separate written instrument shall also contain the dedication of all streets and other areas to the public, any individual or individuals, religious society or societies or to any corporation, public or private, as shown on the plat and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of the street. The certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands divided and recorded as part of the final plat, short plat or large lot plat.

I. Improvements-Agreement to perform in the future-Financial guarantee

1. Before requesting final approval of any division of land pursuant to this title, the developer shall install required improvements and repair any existing streets and other public facilities damaged in the development of a subdivision. In lieu of the completion of the actual construction of any required minor improvements or minor repairs to existing improvements, the developer may enter into an agreement with the Director of Public Works, or the Director's designee, for the installation of minor improvements or minor repairs to existing improvements. Minor improvements shall include, but not be limited to, landscaping, tree planting, and street lights. Prior to and as a condition of entering into such an agreement, the Director of Public Works, or the Director's designee shall determine whether the delay in construction of such minor repairs or minor improvements shall constitute a hazard to public health and safety.

The agreement shall provide that if the work is not completed within one year, plus any approved extension of time not to exceed six months, the city may complete the work and recover the full cost and expense thereof from the developer. In no event shall completion of such work exceed one and one-half years from the execution of such agreement. The agreement shall also contain an indemnification supported by liability insurance in an amount determined by the city's risk manager to be sufficient to cover foreseeable liability for the city and its agents.

In addition, the agreement must contain a provision whereby the developer will be responsible for the successful growth and/or operation of, and all repairs to, the improvements for a two-year period following their installation. Costs and reasonable attorneys fees for the city shall be provided for in the agreement in the event of default. The developer shall also execute and deliver to the Director of Public Works, or the Director's designee, an easement, in a form acceptable to the city attorney, allowing the city's agents to enter upon the subject property to perform the necessary improvement in the event of default.

2. The developer shall file with the agreement, to assure the developer's full and faithful performance thereof, one of the following:
  - i. A surety bond executed by a surety company authorized to transact business in the state in a form approved by the City Attorney;
  - ii. Cash;
  - iii. Letter of credit approved by the City Attorney from a financial institution stating that the money is held for the purpose of development of the stated project;
  - iv. Assigned savings pursuant to an agreement approved by the City Attorney; or Lien agreement approved by the City Attorney.

The agreement and financial assurance shall be filed with the Director of Public Works or the Director's designee.

3. Such assurance of full and faithful performance shall be for 150% of a sum determined by the Director of Public Works, or the Director's designee, as sufficient to cover the cost of the improvements and repairs, including related engineering, incidental expenses, inflation and contingencies.

4. If the developer fails to carry out provisions of the agreement and the city has unreimbursed costs or expenses resulting from such failure, the city shall call on the developer's financial security for reimbursement. If the amount of the developer's financial security exceeds the cost and expense incurred by the city, the remainder shall be released. If the amount of the developer's financial security is less than the cost and expense incurred by the city, the developer shall be liable to the city for the difference in addition to all costs, including reasonable attorneys fees, of recovery of such amount, including, but not limited to, reasonable attorneys fees.

5. Also in lieu of actual construction, a developer may request the Director of Public Works to enter into a subdivision improvement deferral agreement for completion of actual construction of major improvements or their repairs. Major improvements shall include, but not be limited to, sanitary sewer, domestic water system, streets and appurtenances, and storm drainage. Prior to entering into such agreement, it shall be reviewed by the Hearing Examiner after public notice and a hearing pursuant to CMC Chapter 17.09. In determining whether to accept, reject, approve, or deny a request, the Hearing Examiner shall decide whether any delay in construction of major improvements and repairs constitutes hazards to the public's health and safety and the conditions necessary to mitigate such hazards, including, but not limited to, withholding building permits until such improvements or repairs are installed and accepted by the City.

Such an agreement shall contain all of the conditions described in Subsections A through J herein.

J. Trees and vegetation-Prior to approval

No trees or vegetation shall be removed in the development of the subdivision except as provided in an approved tree protection and replacement plan. All trees and vegetation on individual building lots shall be retained until such time as plans are submitted for a building permit and approved as to specific location of building pads, drives and other aspects of land development. An exception to this regulation can be made if the applicant submits and the city approves a tree protection and replacement plan.

K. Inspections

Required improvements shall be inspected and approved by the city. The cost of all inspections, plan checking, testing, sampling and other work incidental to approval of the required improvements shall be charged to the applicant and paid before final approval of the plat or short plat. The city may arrange for inspections to be conducted by properly qualified consultants and may charge the applicant for the cost of such inspections. No roadway, bridge, water system, sewer system or other required public improvement shall be accepted unless the design and construction shall be certified by the public works department or designated consultant, or a civil engineer licensed by the state and acceptable to the city, to be in accordance with all applicable state and local requirements. In any case where a permit is required for work performed on a county right-of-way, the applicant shall comply with all applicable requirements of Lewis County.

L. Variances

1. An applicant for a plat, short plat or binding site plan may apply for a variance from any development standard set forth in this title where there exist extraordinary conditions such as topography, access, location, shape, size, drainage or other physical features of the site or other adjacent development which result in unusual hardship or extraordinary difficulties to the owner in attempting to make any reasonable use of the land. Such variance application shall accompany the plat application, shall outline the provisions from which the variance is sought, and shall include the information required to support the variance request consistent with CMC 17.09.190.

2. Any application for a variance associated with a plat, boundary line adjustment, or binding site plan shall be submitted to the hearing examiner consistent with CMC 17.09.190. The decision of the hearing examiner shall become a component of such short plat or binding site plan application.

**17.12A.020 Legal Lot Determinations**

**A. Purpose and Summary.**

1. The purpose of this section is to provide a process and criteria for determining whether parcels are lots of record consistent with applicable state and local law, and to include a listing of potential remedial measures available to owners of property which do not meet the criteria.

2. In summary, parcels are lots of record if they followed applicable laws regarding zoning and platting at the time of their creation. Zoning laws pertain primarily to the minimum lot size and dimensions of the property. Platting laws pertain primarily to the review process used in the creation of the lots. Specific provisions are listed herein.

**B. Applicability.** The standards of this section apply to all requests for lot determinations, or for building permit, placement permit, site plan review, short plat, subdivision, conditional use permit, rezone, or comprehensive plan change application.

**C. Determination Process.** Lot of record status may be formally determined through the following ways:

1. Lot Determinations as Part of a Building Permit or Other Development Request. Building or other development applications for new principal structures on parcels which are not part of a platted land division shall be reviewed by the city for compliance with the criteria standards of this section, according to the timelines and procedure of the building permit or other applicable review involved. A separate written approval will not be issued unless requested by the applicant.

2. Lot Determination Requests Submitted Without Other Development Review. Requests for determinations of lot of record status not involving any other city development reviews shall apply for lot determination. The city will issue a letter of determination in response to all such requests.

3. Application and Submittal Requirements. The following shall be submitted with all applications for lot determination, or applications for other development review in which a lot determination is involved. Applicants are encouraged to submit material as necessary to demonstrate compliance with this section:

i. Prior city/county short plat, subdivision, lot determination or other written approvals, if any, in which the parcel was formally created or determined to be a lot of record after June 9, 1937 and recorded;

ii. Sales or transfer deed history dating back to 1969;

iii. Prior segregation request, if any;

iv. Prior recorded survey, if any;

v. At the discretion of the applicant, any other information demonstrating compliance with criteria of this section.

**D. Approval Criteria.**

1. Basic Criteria. Parcels which meet both of the following basic criteria are lots of record:

Formatted: Font: 11 pt

Formatted: Indent: Left: 0.25"

Formatted: Font: 11 pt

Formatted: Indent: Left: 0.5"

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Indent: Left: 0.25", Tab stops: Not at 0.5"

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Indent: Left: 0.44"

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Indent: Left: 1"

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Indent: Left: 0.19"

Formatted: Font: 11 pt

Formatted: Indent: Left: 0.44"

i. Zoning. The parcel meets minimum zoning requirements, including lot size, dimensions, and frontage width, in effect currently or at the time the parcel was created; and

Formatted: Font: 11 pt

Formatted: Font: 11 pt

ii. Platting.

Formatted: Indent: Left: 0.94", Tab stops: Not at 0.56"

a. The parcel was created through a subdivision or short plat recorded with Lewis County; or

Formatted: Font: 11 pt

Formatted: Font: 11 pt

b. Any lot which was a legal lot under the regulations or standards of Lewis County prior to inclusion in the Urban Growth Area or annexation or incorporation in the city of Chehalis; or

Formatted: Indent: Left: 1.5"

Formatted: Font: 11 pt

Formatted: Font: 11 pt

c. The parcel was created through division or segregation and was in existence prior to July 1, 1974; or

Formatted: Font: 11 pt

Formatted: Font: 11 pt

d. The parcel was created through a court order, will and testament, or other process listed as exempt from platting requirements by RCW 58.17.035 or 58.17.040 or through an exemption from platting regulations provided by law at the time of creation of the parcel; or

Formatted: Font: 11 pt

Formatted: Font: 11 pt

e. The parcel was segregated at any time and is 20 acres or more in size;

Formatted: Font: 11 pt

f. Prior Determination. Parcels which have been recognized through a previous lot determination review, or other city planning approval in which lot recognition is made, are lots of record. Such parcels shall remain lots of record until changed by action of the owner.

Formatted: Font: 11 pt

E. Exceptions.

Formatted: Font: 11 pt

1. Innocent Purchaser Exception. The responsible official shall determine that parcels which meet both of the following exception criteria are lots of record:

Formatted: Indent: Left: 0.44"

Formatted: Font: 11 pt

a. Zoning. The parcel meets minimum zoning dimensional requirements, including lot size, dimensions, and frontage width, which are currently in effect or in effect at the time the parcel was created; and

Formatted: Indent: Left: 1", Tab stops: Not at 0.56"

Formatted: Font: 11 pt

Formatted: Indent: Left: 1.5"

b. Platting. The current property owner purchased the property for value and in good faith, and did not have knowledge of the fact that the property acquired was divided from a larger parcel after August 21, 1969, in the case of subdivisions, or after July 1, 1976, in the case of short plats, or after April 19, 1993, in the case of any segregation resulting in parcels of five acres or larger.

Formatted: Font: 11 pt

Formatted: Font: 11 pt

2. Public Interest Exception, Mandatory. The responsible official shall determine that parcels which meet the following criteria are lots of record:

Formatted: Font: 11 pt

Formatted: Indent: Left: 1"

a. Date of Creation. The lot was created before January 1, 1995;

Formatted: Font: 11 pt

b. Zoning. The parcel meets minimum zoning dimensional requirements currently in effect, including lot size, dimensions, and frontage width; and

Formatted: Indent: Left: 1.5"

Formatted: Font: 11 pt

c. Platting.

Formatted: Font: 11 pt

Formatted: Font: 11 pt

A. The responsible official determines that improvements or conditions of approval which would have been imposed if the parcel had been established through platting are already present and completed; or

Formatted: Font: 11 pt

Formatted: Indent: Left: 1.81"

B. The property owner completes conditions of approval which the responsible official determines would otherwise be imposed if the parcel had been established through platting under current standards. Preliminary and final submittal plans shall be required where applicable.

Formatted: Font: 11 pt

3. Public Interest Exception, Discretionary. The responsible official may, but is not obligated to, determine that parcels meeting the following criteria are lots of record:

Formatted: Font: 11 pt

Formatted: Indent: Left: 0.94"

a. Zoning. The parcel lacks sufficient area or dimension to meet current zoning requirements but meets minimum zoning dimensional requirements, including lot size, dimensions, and frontage width, in effect at the time the parcel was created; and

Formatted: Font: 11 pt

Formatted: Indent: Left: 1.5"

b. Platting.

Formatted: Font: 11 pt

Formatted: Font: 11 pt

A. The responsible official determines that conditions of approval which would have been imposed if the parcel had been established through platting under current standards are already present on the land; or

Formatted: Font: 11 pt

Formatted: Indent: Left: 2"

B. The property owner completes conditions of approval which the responsible official determines would otherwise be imposed if the parcel had been established through platting under current standards. Preliminary and final submittal plans shall be required where applicable.

Formatted: Font: 11 pt

c. The responsible official shall apply the following factors in making a lot of record determination under the discretionary public interest exception:

Formatted: Font: 11 pt

Formatted: Indent: Left: 1.5"

i. The parcel size is generally consistent with surrounding lots of record within 1,000 feet;

Formatted: Font: 11 pt

Formatted: Indent: Left: 2"

ii. Recognition of the parcel does not adversely impact public health or safety;

Formatted: Font: 11 pt

iii. Recognition of the parcel does not adversely affect or interfere with the implementation of the comprehensive plan; and

Formatted: Font: 11 pt

iv. The parcel purchase value and subsequent tax assessments are consistent with a buildable lot of record.

Formatted: Font: 11 pt

v. Recognition of lot of record status based on the public interest exception shall be valid for five years from the date of lot determination or review in which the determination was made. If a building or other development permit is not sought within that time, the determination will expire. Applications for development or lot recognition submitted after five years shall require compliance with applicable standards at that time.

Formatted: Font: 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Normal, Left, Indent: Left: 0.25", Hanging: 0.31", Space After: 10 pt, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

F. Minimum Lot Size Standard. For the purposes of reviewing the status of pre-existing lots for compliance with platting and zoning standards, parcels within ten percent of minimum lot size requirements shall be considered in compliance with those standards unless the responsible official determines that public health or safety impacts are present.

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font:

**17.1217.12A.035 Fees**

Applicants for permits or other approvals pursuant to this title shall pay to the city the applicable fees identified in the fee schedule as adopted by City Council. No application under this title shall be deemed to be complete unless accompanied by all applicable fees.

**17.1217.12A.055 BLA, Boundary Line Adjustments**

- A. Applicability and reference to general admin and Chehalis Municipal Code that refers to Boundary line adjustments.

Every boundary line adjustment, whether lot consolidation or lot line move shall comply with this chapter and with applicable state law. No boundary line adjustment shall be approved or recorded that does not comply with the criteria below; provided that approval may be granted if existing nonconforming aspects of the site are either not changed or are made more conforming.

- B. Review criteria

The Department shall consider and review the proposed boundary line adjustment, and approve the boundary line adjustment, and certify that the proposed boundary line adjustment conforms to the requirements of this subsection, and affix its signature to the adjustment prior to recording, if and only if:

1. No additional lots, tracts, parcels, building sites or land divisions are created, ~~and all lot line adjustments are minor and do not alter the underlying plat pattern, such as changing the cardinal direction of a line or general orientation of lots or lot access;~~
2. The purpose of the boundary line adjustment is to ~~resolve boundary line issues between two lots, tracts, parcels, sites or divisions of land, such as an encroachment or encroachments found as a result of a land boundary survey~~ adjust boundary lines as needed or to consolidate two or more lots, tracts, or parcels;
3. The boundary line adjustment does not result in the entire relocation of lots, sites, tracts, or parcels from one area to another;
4. All resulting parcels contain sufficient area and dimensions to meet all applicable requirements for a building site and conform to all required setbacks and building and fire separation standards;
5. All resulting parcels comply with any restrictive covenants contained on the face of the final plat, short plat, or large lot plat, if any; and all resulting lots do not violate previous conditions of preliminary plat, short plat, or large lot approval;
6. Each resulting parcel has legal access;
7. The Record of Survey includes acknowledged signatures of all parties having an interest in the lots of which the lines are being adjusted;
8. Legal descriptions of each of the resulting parcels conform to applicable standards; together with the signature of a licensed land surveyor, licensed in the State of Washington, which attests to the accuracy of the legal description and survey describing the adjusted lot lines; and
9. The boundary line adjustment is not for the purpose of avoiding public improvement requirements that would be associated with a replat or other new land division approval or an obligation to pay latecomer fees.

- C. Final approval and recording

Approval of the boundary line adjustment shall not be final until:

1. There is compliance with the requirements above; and
2. The surveyor preparing the Record of Survey shall find or set monuments at all corners and angle points of the adjusted parcels. At the discretion of the City ~~Surveyor~~Engineer, witness corners and reference monuments may be used when impracticable to monument the actual corners; and
3. Each adjusted parcel shall have a unique identifier on the Record of Survey that has not been previously used or associated, in any way, with the adjusted parcels; and
4. The county treasurer has certified that all taxes on the land have been fully paid and discharged; and
5. A final Record of Survey has been approved by the Department and filed for record with Lewis County Auditor.

~~17.12~~**17.12A.100 Preliminary Plat (subdivisions, PUD, MPUD)**

A. Pre-application recommended but not required

Prior to the submission of the preliminary plat application, the subdivider or the subdivider's representative may meet with the Director to discuss preliminary sketches or studies. At this time, said Director shall make available all pertinent information as may be on file relating to the general area. It is the purpose of this conference to eliminate as many potential problems as possible in order for the preliminary plat to be processed without delay. The conference should take place prior to detailed work by an engineer or surveyor. Discussion topics at this time would include such things as the comprehensive plan, development standards, Shore-line Master Plan, zoning, availability of sewer and water, latecomer charges, development concepts, other city requirements and permits, and the environmental impact of the plat. If the applicant owns adjacent land, the possibilities of future development should be discussed.

B. Complete application-Format and content.

1. Filing of Application. The subdivider shall prepare a preliminary plat and environmental checklist, together with improvement plans and other supplementary material required to indicate the subdivider's general program and objectives, and shall submit electronic copies of the preliminary plat and supplementary data to the office of the Planning Department. The Planning Department shall assign the subdivision a permanent file number. The Planning Department shall inform the applicant within two weeks of the date of receipt of the application of any deficiencies found in the preliminary plat application. The Planning Department shall return the application to the plat applicant if it is deemed incomplete or inaccurate. The time set forth in Sections [17.16.050](#) and [17.16.060](#) for hearing plat applications shall not run until all information has been provided in a complete and accurate manner as determined by the Planning Department. Resubmittals with the necessary information making the application complete must be submitted within six months of original filing. If not, the file shall be considered void and unexpended filing fees refunded.
2. Environmental Checklist and Impact Statements. Each and every preliminary plat submitted to the planning department shall be accompanied by an environmental checklist. If it is determined that an environmental impact statement is required to be completed, then the plat shall not be considered as submitted until the final environmental impact statement has been completed. No public hearing on the preliminary plat shall be held until the final environmental impact statement (if required) has been completed and been made available for the general public.
3. Responsibility for Data Accuracy. Accuracy for all data and information submitted on or with a preliminary plat shall be the responsibility of the applicant. Any proposed plat found to be inaccurate or misleading so as to hamper the decision of the Hearing Examiner and/or the City Council shall be returned to the applicant with a letter stating that the plat must be corrected and returned to the Planning Department.
4. General. Preliminary plats shall be prepared in conformance with the requirements set forth in this section.

5. Format.

- i. Preliminary plats shall bear the seal of a registered land surveyor or registered professional engineer licensed to practice in the state.
- ii. Preliminary plats shall be accompanied by a completed environmental checklist prepared by the applicant, or applicant's representative, on forms provided by the Department.
- iii. Preliminary plats shall be drawn on paper having maximum dimensions of 24" by 36", and at a horizontal scale between 200' to the inch and 50' to the inch. Where vertical profiles are required, the scale shall be between ten feet to the inch and two feet to the inch. Other scales or paper dimensions may be used where deemed appropriate by the Community Planning and Development and Public Works Departments.
- iv. Preliminary plats shall be accompanied by all information required by the Table of Required Information. See CMC ~~17.1217.12A~~.400.

C. Review Criteria

1. Council and Examiner Inquiry into Public Use and Interest. The council, hearing examiner and Planning Department shall inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication. The council or hearing examiner shall determine if appropriate provisions are made for, but not limited to, the public health, safety and general welfare, for open spaces, drainageways, streets, alleys, other public ways, water supplies, sanitary wastes, parks playgrounds, sites for schools and school grounds, fire protection and other public facilities, and shall consider all other relevant facts, including the physical characteristics of the site and determine whether the public interest will be served by the subdivision and dedication. If the council or hearing examiner find that the proposed plat makes appropriate provisions for the above, then it shall be approved. If the council or hearing examiner find that the proposed plat does not make such appropriate provisions or that the public use and interest will not be served, then the council or hearing examiner shall disapprove the proposed plat.
2. Dedication. Dedication of land or payment of fees to any public body may be required as a condition of subdivision approval. Evidence of such dedication and/or payment shall accompany final plat approval.
3. Release from Damages from Other Property Owners. The council or hearing examiner shall not, as a condition of plat approval, require an applicant to obtain a release from damages from other property owners.
4. Flood hazard areas. The council or hearing examiner shall consider the physical characteristics of a proposed subdivision site, and may disapprove a proposed plat because of flood, inundation or swamp conditions. Construction of protective improvements may be required as a condition of approval, and such improvements shall be noted on the final plat.
5. Health Department. As a condition of preliminary plat approval, the health department may require lot sizes larger than the minimum permitted by the zoning code in those instances where topography, soils, water table or other conditions make larger lot sizes necessary in order to prevent possible health hazards due to water contamination or sewage disposal system malfunction.
6. School District. When a preliminary plat wholly or partially contains a school site proposed in the comprehensive plan or other officially adopted plans, or when the school district finds a reasonably foreseeable need for such a site, the applicant may be required to dedicate a portion of the plat or reserve it for future purchase by the school district. The city shall require evidence of need from the school



district as a prerequisite to requiring dedication or reservation. The council or hearing examiner may recommend a time limit on the effective period of any reservation.

7. Fire District. When the affected fire district finds a reasonably foreseeable need for a site wholly or partially contained within the preliminary plat, the applicant may be required to dedicate a portion of the plat or reserve it for future purchase by the fire district. The city shall require evidence of need from the fire district as a prerequisite to requiring dedication or reservation. The council or hearing examiner may recommend a time limit on the effective period of any reservation.
  8. Parks. When a preliminary plat contains a portion of a trail or open space network which is indicated in the park plan element of the comprehensive plan or other officially adopted plan, an area encompassing such trail or open space network may be required to be set aside for its intended purpose by the granting of a trail or open space easement to the city, dedication or reservation for future purchase by the public. The council or hearing examiner may determine a reasonable time or specify the event, limiting the effective period of the reservation.
  9. Shoreline Management. Whenever a preliminary plat is wholly or partially located within an area subject to the jurisdiction of the Shoreline Management Act of 1971, RCW Chapter 90.58, the applicant shall comply with the Shoreline Master Program for the Lewis Region, Title 14 of this code and RCW Chapter 90.58.
- D. Public hearing, notice, appeal as per CMC 17.09  
Preliminary plat applications are considered a Type 3 and notices, approvals and appeals shall be processed in accordance with the provisions of this title, Chapter 17.15 and Chapter 17.09.

#### **~~17.12~~17.12A.150 Terms and effect of preliminary approval**

- A. Duration of approval  
Approval of the preliminary plat shall be effective for five years from the date of approval by the hearing examiner or City Council, during which time a final plat or plats may be submitted. During this time the terms and conditions upon which the preliminary approval was given will not be changed, except as provided for in Section 17.09.
- B. Responsibility of applicant  
Knowledge of the expiration date and initiation of a request for extension of approval time is the responsibility of the applicant. The city shall not be held accountable for notification of expirations, although it may notify an applicant of date of expiration. All requests for an extension of time must be submitted to the Planning Department at least 30 days prior to expiration of the preliminary plat.
- C. Changes, alterations or deletions  
Once the preliminary plat map has been approved, it shall not be altered unless approved by both the planning and public works departments. If the alteration is felt to be of a substantial nature by the planning and public works departments, then the plat shall be resubmitted in accordance with the procedures for preliminary plat approval.
- D. Preliminary plat withdrawal or lapse  
Wherever a preliminary plat has been approved and the time period for final approval has not expired, and the applicant desires to withdraw the plat, the applicant shall submit the applicant's written request to the Planning Department. The Planning Department will review the request and advise the applicant in writing of the effect of the withdrawal of preliminary plat approval. Being advised that the applicant fully understands the effect of the preliminary plat approval withdrawal, the Planning Department shall approve the withdrawal request, making the appropriate changes in the records of the Planning Department.

If the applicant has failed to record the final plat within five years from the date of preliminary plat approval, the preliminary plat approval shall lapse.

~~17.12~~ **17.12A.175 Final Plat**

A. Submission of app and copies

The subdivider shall submit ~~two one (12) dark~~ paper prints and an electronic copy to the department.

B. Format and content

A. Survey of Subdivision and Preparation of Plat. The survey of the proposed subdivision and preparation of the plat shall be made by or under the supervision of a registered land surveyor who shall certify on the plat that it is a true and correct representation of the lands actually surveyed.

B. Drafting Standards. All final plats shall be drawn in accordance with the following:

1. The final plat shall be clearly and legibly drawn in permanent black ink upon a stable base polyester film.
2. The scale of the plat shall be not less than 1" = 200'. Lettering shall be at least 3/32 of an inch high. The perimeter of the plat or subdivision being recorded shall be depicted with heavier lines wider than the remaining portion of the plat or subdivision.
3. The size of each sheet shall be 18" by 24".
4. A marginal line shall be drawn completely around each sheet, leaving an entirely blank margin of three inches on the left, and one-half inch on each side of the other three sides.
5. If more than two sheets are used, an index of the entire subdivision showing the arrangement of all sheets shall be included. Each shall be appropriately numbered.
6. The plat title, date, scale and north arrow shall be shown on each appropriate sheet of the final plat.
7. All signatures placed on the final plat shall be original signatures written in permanent black India ink.

Formatted: Indent: Left: 1"

C. Street Monuments. The surveyor preparing the plat shall submit a street monumentation plat to the Public Works Department for approval prior to setting any permanent street monuments. The Public Works Department shall determine the number and location of permanent control monuments in streets within and leading into the plat, if any. All street monuments shall conform to the standard specifications of the American Public Works Association or as amended by city standard plans.

D. Content.

1. The following information is required on the final plat map:
  - i. The date, scale, north arrow, legend, controlling topography and existing features such as highways and railroads;
  - ii. Legal description of the plat boundaries;
  - iii. Reference points and lines of existing surveys identified, related to the plat as follows:
    - a. Adjoining corners of adjoining subdivisions,
    - b. City or county boundary lines when crossing or adjacent to the subdivision,
    - c. Section and donation land claim lines within and adjacent to the plat,

Formatted: Indent: Left: 0.88"

Formatted: Indent: Left: 1.25"

Formatted: Indent: Left: 1.63"

- d. Whenever the county or a city has established the centerline of a street adjacent to or within the proposed subdivision, the location of this line and monuments found or reset,
  - e. All other monuments found or established in making the survey of this subdivision or required to be installed by provisions of this title,
  - f. The basis of bearing shall be shown and shall be the Chehalis coordinate system;
  - i. The exact location and width of streets and easements intersecting the boundary of the tract;
  - ii. Tract, block and lot boundary lines and street rights-of-way and centerlines, with dimensions, bearings or deflection angles, radii, arcs, points of curvature and tangent bearings. Tract boundaries, lot boundaries and street bearings shall be shown to the nearest second with basis of bearings. All distances shall be shown to the nearest 0.01 foot;
  - iii. The width of the portion of streets being dedicated, the width of any existing rights-of-way and the width of each side of the centerline. For streets on curvature, curve data shall be based on the street centerline. In addition to the centerline dimensions, the radius and central angle shall be indicated;
  - iv. Easements denoted by fine dashed lines or described by narrative, clearly identified and, if already of record, their recorded reference. The width of the easement, its length and bearings, and sufficient ties to locate the easement with respect to the subdivision must be shown. If the easement is being dedicated by the map, it shall be properly referenced in the owner's certificate of dedication;
  - v. Lot numbers beginning with number "1" and numbered consecutively without omission or duplication throughout the plat. The numbers shall be solid, of sufficient size and thickness to stand out and so placed as not to obliterate any figure. Lot numbers in an addition to a subdivision of the same name shall be a continuation of the numbering of the original subdivision;
    - a. Accurate outlines and designations of any areas to be dedicated or reserved for public use or to be committed for the common use of all property owners with the purpose of dedication, reservation and commitment to be clearly set forth on the plat document together with accurate references to appropriate recorded documents;
2. All required dedications, endorsements, covenants, affidavits and certificates shall show on the face of the final plat;
  3. The final plat shall show the subdivision of the section or sections involved and show the township(s) and range(s); provided, that if the land being platted is not described by section subdivision, the final plat map shall show a vicinity map showing monuments and land corners sufficient to properly orient the new subdivision;
  4. Specific wording as may be required by the preliminary plat approval;
  5. A plat or subdivision contiguous to, or representing a portion of or all of the frontage of a body of water, river or stream shall indicate the location of monuments, which shall be located at such distance above high-water mark as to reasonably insure against damage and destruction by flooding or erosion;
  6. Lots containing one acre or more shall show net acreage to nearest hundredth, whenever possible;
  7. Designation of lots to be used for other than single-family residential purposes;

Formatted: Indent: Left: 1.13"

8. If the plat constitutes a replat of all or portions of an existing subdivision, this shall be clearly indicated just below the subdivision name. All original plat lines shall be shown in half-tone around the perimeter of the new plat.
9. A summary of the terms and conditions, including building permit restrictions, of any agreement and security to construct improvements in the future on the plat.
  - i. Acknowledgments and Certificates. Acknowledgments and certificates required by this title shall be in language substantially indicated in the following subsections:
    - a. Dedications. The intention of the owner shall be evidenced by the owner's presentation for filing of a final plat clearly showing the dedication thereof and bearing the following certificate signed by all real parties of interest:

"Know all persons by these presents that \_\_\_\_\_, the undersigned owner, in fee simple of the land hereby platted, \_\_\_\_\_, and \_\_\_\_\_, the mortgagee thereof, hereby declare this plat and dedicate to the use of the public forever all streets, avenues, places and sewer easements or whatever public property there is shown on the plat and the use for public purposes. Also, the right to make all necessary slopes for cuts and fills upon lots, blocks, tracts, etc. shown on this plat in the reasonable original grading of all the streets, avenues, places, etc. shown hereon. Also the right to drain all streets over and across any lot or lots where water might take a natural course after the street or streets are graded. Also, all claims for damage against any governmental authority are waived which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said roads.

IN WITNESS WHEREOF we set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, [year].

In the event that a waiver of right of direct access is included, then the certificate shall contain substantially the following additional language:

"Access to \_\_\_\_\_ street from lots numbered \_\_\_\_\_ is hereby waived, and dedication to the public shall in no way be construed to permit a right of direct access to \_\_\_\_\_ street from lots numbered \_\_\_\_\_, nor shall the City of Chehalis or any other local governmental agency within which the property is or may become located ever be required to grant a permit to build or construct an access of approach to said street from said lots."

b. Acknowledgment.

STATE OF WASHINGTON )

) ss.

COUNTY OF LEWIS )

This is to certify that on this \_\_\_\_\_ day of \_\_\_\_\_, [year], before me, the undersigned, a notary public, personally appeared to me known to be the person(s) who executed the foregoing dedication and acknowledged to me that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year first above-written.

(Seal)

\_\_\_\_\_

NOTARY PUBLIC in and for the  
State of Washington, residing at

\_\_\_\_\_

- c. Restrictions. The following restrictions shall show on the face of the final plat:
- i. The following shall be required when the plat contains a private street: "The cost of construction and maintaining all streets not herein dedicated as public streets shall be the obligation of all of the owners and the obligation to maintain shall be concurrently the obligation of any corporation in which title of the streets may be held."
  - ii. "All landscaped areas in public rights-of-way shall be maintained by the owner and the owner's successor(s) and may be reduced or eliminated if deemed necessary for or detrimental to City road purposes."
  - iii. The following shall be required when the plat contains commonly owned tracts: "Community tracts shall be owned and maintained in common for the benefit of all lot owners. All lots have an undivided interest in the ownership and maintenance of community areas. The ownership interest in each community tract shall be stated in the deed to each lot"
  - iv. The following shall be required when the installation of required improvements has not been completed prior to recording: "Pursuant to City Ordinance, the City of Chehalis may deny the issuance of building or occupancy permits for any structure within this plat until street, sidewalk, or other required plat improvements have been installed."
  - v. Any additional conditions as approved by the hearing examiner.

d. Certificate From Land Surveyor. The completed plat must show a certificate from the land surveyor who platted the property, in substantially the following form:

"I hereby certify that the Plat of \_\_\_\_\_ is based upon an actual survey and subdivision of a portion of Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, W.M.; that the distances and courses shown thereon are correct; that the monuments have been set and lot and block corners staked on the ground."

- e. Certificates of City Officers. The plat shall also show the following certificates:
- i. Certificate--City Engineer.

"Examined and approved this \_\_\_\_ day of \_\_\_\_\_ [year].

\_\_\_\_\_  
Chehalis City Engineer"

- ii. Certificate--Assessor.

"Examined and approved this \_\_\_\_ day of \_\_\_\_\_ [year].

\_\_\_\_\_  
Lewis County Assessor"

Formatted: Normal, Left, Indent: Left: 0", Space After: 0 pt

iii. Certificate-Treasurer.

"I hereby certify that all taxes on the land described hereon have been fully paid to and including the year \_\_\_\_\_.

\_\_\_\_\_  
Lewis County Treasurer"

iv. Certificate--Planning and Building Manager.

"Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_ [year].

\_\_\_\_\_  
Planning and Building Manager"

v. Certificate--County Auditor.

"Filed for record at the request of \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_, [year], at \_\_\_\_\_ minutes past \_\_\_\_\_m., and recorded in Volume \_\_\_\_\_ of Plats, on page \_\_\_\_\_, records of Lewis County, Washington.

\_\_\_\_\_  
Lewis County Auditor  
\_\_\_\_\_  
Deputy Auditor"

C. Review of final plats in UGA

As per the Interlocal agreement with Lewis County and adopted by City Council, all final plats must be approved by the Lewis County Commissioners prior to recording.

D. Review criteria

1. The Public Works Department shall examine the map as to sufficiency of affidavits and acknowledgments, correctness of surveying data, mathematical data and computations, and such other matters as require checking to insure compliance with the provisions of state laws pertaining to subdivisions, with this title and with the conditions of approval. Traverse sheets (computation of coordinates) and work sheets showing the closure of the exterior boundaries and of each irregular lot and block and the calculation of each lot size shall be furnished. If the final plat is found to be in correct form and the matters shown thereof are sufficient, the Public Works Department shall certify the mylar of the plat to the Planning Department.
2. In addition to a statement of approval from the Public Works Department, the following approvals must be submitted in writing to the Planning Department prior to its certification of the final plat:
  - i. Fire department's approval;
  - ii. Water purveyor's approval;
  - iii. Sewer purveyor's approval;

- iv. County treasurer's approval;
- v. County assessor's approval;
- vi. Other approvals as may be required in the conditions of preliminary plat approval.

E. Final approval

After finding that the final plat has been completed in accordance with the provisions of this title, and that all required improvements have been completed or that arrangements or contracts have been entered into to guarantee that such required improvements will be completed, and that the interests of the city are fully protected, the Director or the Director's designee shall sign the final plat accepting such dedications and easements as may be included thereon, and the final plat shall be returned to the applicant for filing for record with the county auditor.

F. Filing for record

The original of said final plat shall be filed for record with the county auditor. One paper copy shall be filed with the auditor. The planning department shall retain a paper copy of the recorded plat. All required paper copies shall bear the auditor's recording date. All recording fees are the responsibility of the developer.

Approval of the final plat shall be null and void if the plat is not recorded within 30 days after the date the last required signature has been obtained.

**17.1217.12A.190 Replatting**

A. Generally

A replat of a recorded plat shall proceed as specified by this title for the approval of a preliminary plat except as modified by this chapter.

B. Multiple ownership

Where the lots within a recorded plat are held in more than one ownership, the application for replat shall not be accepted by the city for processing unless accompanied by the signatures of all property owners within the plat whose lot boundaries would be altered or affected by the replat. A title report or plat certificate, showing the names of all persons with a real or possessory interest in the plat whose lot boundaries would be affected by the replat and any restrictions encumbering the land, shall be submitted with the application for replat.

C. Alteration of installed improvements

Whenever a replat will involve the relocation, removal or reconstruction of existing plat improvements or open space, the whole of the land embraced in the plat(s) proposed to be replatted shall constitute an assessment district for the purposes of financing said relocation, removal or reconstruction. Assessment rates and requirements shall be established by the council at the time of replat approval.

D. Recording

Any replat shall be filed and recorded with the county auditor and shall thereafter be the lawful plat and substitute for all former plats; provided, that, should a plat be vacated and not otherwise altered or replatted, it shall only be necessary to file with the county auditor the order, resolution or ordinance vacating the same, and the auditor shall thereupon note upon the original plat the part thereof so vacated.

E. Power of council not affected

Nothing in this chapter shall in any way change, limit or affect the power now vested in the council to vacate streets and parts of streets.

**~~17.12~~17.12A.200 Short plats**

**A. Applicability and general admin and CMC for short plat**

Every division of land into nine or fewer lots, any one of which is less than 1/128 of a section or five acres for the purpose of sale, lease or transfer of ownership shall proceed in compliance with this chapter and Chapters 17.09 of this title.

**B. Redivisions**

1. Within a Short Subdivision. Land within a short subdivision, the short plat of which has been approved within five years immediately preceding, may not be further divided in any manner, until a final plat thereof has been approved and filed for record pursuant to city regulations concerning the subdivision of property into ten or more lots, tracts or parcels.

Where there have been no sales of any lots in a short subdivision, nothing contained in this section shall prohibit a subdivider from completely withdrawing the subdivider's entire short plat and thereafter presenting a new application.

2. Within a Recorded Plat. Unless otherwise restricted by resolution or city ordinance, lots recorded pursuant to Chapter ~~17.12~~17.12A may be further divided pursuant to the requirements of this Chapter; except that, any such further division of a lot within a recorded plat approved subsequent to August 11, 1969, shall be subject to all requirements of Chapter ~~17.12~~17.12A .

**C. Format and content of preliminary application map**

Application. The application shall be on a form provided by the Department and shall contain all information required by the Table of Required Information. See CMC ~~17.12~~17.12A.400.

**D. Review criteria**

The Planning Department shall consider and review the proposed short subdivision with regard to:

1. Its conformance to the requirements of the city's zoning code, general purposes of the comprehensive plan, and planning standards and specifications as adopted by the laws of the state and the city;
2. Whether appropriate provisions are made in the short subdivision for drainage ways, streets, alleys, other public ways, water supplies and sanitary wastes;
3. The physical characteristics of the short subdivision site and may disapprove because of flood, inundation or swamp conditions. It may require construction of protective improvements as a condition of approval;
4. All other relevant facts to determine whether the public use and interest will be served by the short subdivision.

**E. Approval Procedure**

1. The Community Planning and Development Department may:
  - i. Approve the preliminary short subdivision with or without conditions;



- ii. Return the preliminary short plat to the applicant for correction or for applicant's construction of improvements in a manner consistent with the department findings;
- iii. Disapprove the short subdivision and the short plat thereof;
- iv. Submit the preliminary short subdivision application to the hearing examiner for the examiner's consideration together with the Planning Department's recommendation. The examiner shall hear the application in accordance with the procedures of Chapter 17.09 of this code, and with such notice as is required for hearings on preliminary plat applications.

2. Hearing Examiner Review, If Aggrieved. Any person aggrieved by the decision of the Planning Department may appeal that decision to the hearing examiner. Such appeal must be made in writing, within fourteen (14) calendar days from the date the Planning Department's written decision was made. Such appeals shall be filed with the Planning Department in writing and shall contain a brief description of why error is assigned to the department's determination and shall be accompanied by a filing fee. The appeal shall be heard pursuant to Chapter 17.09.160 Appeals.
3. Conditional Approvals. When the preliminary short subdivision approval is contingent upon meeting of conditions, construction of improvements or corrections, or time is necessary for obtaining of required certifications, then the approval action shall be conditional approval which shall, at the option of the approving body, be conditioned upon fulfillment within one year from the date of the action. When the approval is conditioned upon fulfillment within one year, then upon application within the time period and upon good cause shown, the approving body may grant one additional one-year time period.

#### F. Final approval and recording

1. Final approval of the short plat shall not be given until:
  - i. A final short plat map has been filed with the Planning Department;
  - ii. There is compliance with the requirements of the county health department and department of public works as evidenced by the signatures of said departments on the plat map;
  - iii. The county treasurer has certified, on the plat map, that all taxes on the land have been fully paid and discharged;
  - iv. The Planning Department has examined the short subdivision, found compliance with all conditions of approval and certified the plat map;
  - v. The construction of all required improvements has been completed or secured in accordance with this title.
2. The action approving a short plat shall become effective if, within five working days, the applicant shall have filed for record with the county auditor the final short plat thereof. The final short plat, upon recording, shall be processed in accordance with procedures established regarding plats.

#### G. Format and content of final application and map

1. The subdivider shall submit ~~two~~one paper ~~copies~~copy and one electronic copy along with lot closures to the City.
2. The survey of the proposed short subdivision and preparation of the final map shall be made by or under the supervision of a registered land surveyor who shall certify on the map that it is a true and correct representation of the lands actually surveyed.
3. The map shall be prepared on a sheet of reproducible material having dimensions of 18" by 24" and at a horizontal scale between 200' to the inch and 50' to the inch. The following shall be shown on the final short plat map:

- i. Title block, preferably located in the lower right-hand corner, to contain:
  - a. Section, township and range,
  - b. Date of preparation, datum, scale and north arrow,
  - c. Legal descriptions of the original tract,
  - d. Basis of bearing, which shall be the Chehalis coordinate system;
- ii. Vicinity sketch clearly identifying the location of the property;
- iii. Plat representation, to contain:
  - a. The boundary lines of the property to be divided;
  - b. The development status of contiguous land, including the name of any adjacent plats and rights-of-way,
  - c. The layout, dimensions and number of each lot in the short subdivision with bearings or deflection angles, radii, arcs, points of curvature and tangent bearings,
  - d. The names, locations and widths of all existing streets, rights-of-way, easements, other public ways, watercourses and major transmission facilities rights-of-way within and adjacent to the proposed development,
  - e. The locations and dimensions of all parcels of land intended to be dedicated or reserved for public use, or to be reserved in the deeds for the common use of the property owners if the subdivision with the purpose, conditions or limitations of such dedications or reservations clearly indicated,
  - f. The locations of all existing structures within the short subdivision,
  - g. Existing monuments or other such identifying markers,
  - h. Lot numbers beginning with the number "1" and numbered consecutively without omission or duplication throughout the short plat. The numbers shall be solid, of sufficient size and thickness to stand out, and so placed as not to obliterate any figure;
- iv. Acknowledgments and certificates, preferably located along the bottom of the map, as follows:
  - a. Restrictions. The following restrictions shall show on the face of the short plat map:
    - A. The following shall be required when the short plat contains a private street: "The cost of construction and maintaining all streets not herein dedicated as public streets shall be the obligation of all of the owners, and the obligation to maintain shall be concurrently the obligation of any corporation in which title of the streets may be held."
    - B. "All landscaped areas in public rights-of-way shall be maintained by the owner and the owner's successor(s) and may be reduced or eliminated if deemed necessary for or detrimental to City street purposes."
    - C. The following shall be required when the short plat contains commonly owned tracts: "Community tracts shall be owned and maintained in common for the benefit of all lot owners. All lots have an undivided interest in the ownership and maintenance of community areas. The ownership interest in each community tract shall be stated in the deed to each lot."
    - D. The following shall be required when the installation of required improvements has not been completed prior to recording: "Pursuant to City Ordinance, the City of Chehalis may deny the issuance of building or occupancy permits for any

structure within this short plat until street, sidewalk, or other required plat improvements have been installed."

E. Any additional conditions as approved by the Department.

4. Certificate From Land Surveyor. The completed short plat shall show a certificate from the land surveyor who platted the property, in substantially the following form: "I hereby certify that this short plat map is based upon an actual survey and subdivision of a portion of Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, W.M.; that the distances and courses shown thereon are correct; that the monuments have been set and lot and block corners staked on the ground."
5. Certificates of City Officers. The short plat shall also show the following certificates:

- i. Certificate--City Engineer.

"Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_ [year].

\_\_\_\_\_  
Chehalis City Engineer"

- iii. Certificate--Assessor.

"Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_ [year].

\_\_\_\_\_  
Lewis County Assessor"

- iv. Certificate--Treasurer.

"I hereby certify that all taxes on the land described hereon have been fully paid to and including the year \_\_\_\_\_.

\_\_\_\_\_  
Lewis County Treasurer"

- v. Certificate--Planning and Building Manager.

"Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_ [year].

\_\_\_\_\_  
Planning and Building Manager"

- vi. Certificate--County Auditor.

"Filed for record at the request of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, [year], at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_\_\_\_ m. and recorded in Volume \_\_\_\_\_ of Plats, on page \_\_\_\_\_, records of Lewis County, Washington.

\_\_\_\_\_  
Lewis County Auditor"

Deputy Auditor"

6. Certificate of Owner(s).

The short plat map shall show a certificate from the persons having any interest in the short subdivision in substantially the following form: "I, \_\_\_\_\_, owner in fee simple, acknowledge that the creation of this short subdivision is of my free will and consent."

D. Supporting Documents. The following documentation shall accompany each application for final approval of a short plat: A current title report or plat certificate confirming that the title of the lands as described and shown in the plat is in the name of the owners signing the declaration of short subdivision and showing restrictions encumbering the land.

E. Street Monuments. The surveyor preparing the plat shall submit a street monumentation plan to the Public Works Department for approval prior to setting any permanent street monuments. The Public Works Department shall determine the number and location of permanent control monument in streets within and leading into the short plat, if any. All street monuments shall conform to the standard specifications of the American Public Works Association or as amended by city standard plans.

**17.1217.12A.300 Binding Site Plans**

A. Applicability and general admin and CMC for binding site plan

Property that is intended for mobile home park use or is zoned for commercial or industrial use may be divided through a binding site plan process pursuant to RCW 58.17.035. A binding site plan is an alternative to a subdivision procedure and may be processed in conjunction with a development proposal. All applications for binding site plans shall be subject to the provisions of this Chapter and Chapter 17.09.

B. Conform with zoning

The aggregate of lots within a binding site plan are considered to be one site which is subject to all use and dimensional standards of the zone in which it is located. Individual lots must be consistent with use requirements of the zone but are not required to conform with dimensional requirements such as building setbacks from property lines. Proposed structure locations must be consistent with all applicable building and fire codes.

A binding site plan application shall be considered under zoning and other land use controls in effect at the time that a complete binding site plan application is filed. Any vacant or redeveloped lot within an approved binding site plan shall comply with the standards in place at the time the development application is made.

C. Format of submittal

Format. Preliminary binding site plans shall:

- i. indicate in large print the title "Binding Site Plan" and the name of the proposed development.
- ii. be drawn on paper having dimensions of 18" by 24" at a horizontal scale between 1" = 20' and 1" = 100' that is represented graphically;
- iii. include a north arrow and indicate a plan preparation date;
- iv. contain a legal description;
- v. bear the seal of a registered land surveyor or registered professional engineer licensed to practice in the state.

D. Contents of preliminary application

A preliminary binding site plan application shall consist of a form accompanied by a fee, two (2) dark line prints of the plan, and such other documents as may be required by Chehalis' adopted permit application content lists. All plans other than the dark line prints shall be submitted electronically to the city. The plan shall be consistent with CMC ~~17.12~~17.12A.400, 17.09, and contain the following information:

- i. location and dimensions of existing and proposed site ingress and egress;
- ii. layout and dimensions of internal vehicular and pedestrian circulation system;
- iii. location, area and dimensions of proposed lots;
- iv. layout and dimensions of emergency access to each lot;
- v. proposed land uses for each lot;
- vi. impervious and pervious coverage for each lot and the site;
- vii. location and dimensions of existing and proposed buildings or proposed building envelopes and the distances from property lines;
- viii. location and dimensions of existing (to remain) and proposed landscape areas;
- ix. location and dimensions of existing and proposed stormwater drainage and retention areas;
- x. location and dimensions of existing (to remain) and proposed parking areas;
- xi. location of existing and proposed utilities,
- xii. an environmental checklist, if subject to SEPA; and
- xiii. supporting documentation or technical reports.

E. Review criteria

Review Criteria. A binding site plan application may be approved if the following review criteria have been satisfied.

1. The binding site plan conforms with requirements of all city and state ordinances, codes, standards and policies including those found in: the zoning ordinance, the building code, the fire code, public works standards, the state environmental policy act, and the comprehensive plan.
2. Appropriate provisions have been made for streets, utilities, drainage ways, water supplies and sanitary wastes.
3. The physical characteristics of the site are not subject to flooding, inundation or swamp conditions.
4. The public use and interest will be served by the plan.

F. Approval procedures

Approval of all binding site plans shall be in conformance with CMC 17.09.195 and this chapter. The binding site plan may be approved, approved with conditions, or denied by the hearing examiner.

When the preliminary binding site plan is approved with conditions, all conditions shall be completed, and a final plan filed within two years from the date of the conditional approval. Any extensions must be approved by the hearing examiner during a public hearing.

G. Contests of final application and recording

Final approval of the binding site plan shall not be given until:

- i. a final binding site plan map has been filed with the Department;
- ii. there is compliance with the requirements of the county health department and city engineer as evidenced by their signatures on the face of the binding site plan;
- iii. the county treasurer has certified on the binding site plan that all taxes on the land have been fully paid and discharged;
- iv. the Department has certified that the binding site plan complies with all requirements of this Chapter and conditions of approval; and
- v. the construction of all required improvements have been completed or secured in accordance with this Chapter.

H. Redivision

Unless otherwise restricted by resolution or city ordinance, recorded binding site plans may be further divided pursuant to the requirements of this Chapter.

DRAFT

**17-1217.12A.400 Table of required information**

TABLE OF REQUIRED INFORMATION	Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/Lot Consolidation	Binding Site Plan
	Preliminary	Final	Preliminary	Final		
1. Scale. All pertinent information shall be shown normally at a scale of 1 inch to 100 feet; however, the scale may be increased or decreased to fit standard size sheets of 18 inches by 24 inches. In all cases, the scale shall be a standard drafting scale, being 10, 20, 30, 40, 50, or 60 feet to the inch or multiples of 10 for any one of these scales.	X	X	X	X	X	X
2. Appropriate identification of the drawing as a short plat, large lot, subdivision, preliminary, final, boundary line adjustment, binding site plan and the name of the development. The name shall not duplicate or resemble the name of any other subdivision in the county unless the subject subdivision is contiguous to an existing subdivision under the same subdivision of the same last name filed.	X	X	X	X	X	X
3. Plat certificate verifying ownership and encumbrances.		X		X	X	X
4. The names and addresses of the owner(s) and surveyor or engineer.	X	X	X	X	X	X
5. The date, north point and scale of the drawing.	X	X	X	X	X	X
6. A full legal description and location of the entire development property.	X	X	X	X	X	X
7. The locations, widths, lengths and names of both improved and unimproved streets and alleys	X	X	X	X	X	X

TABLE OF REQUIRED INFORMATION	Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/Lot Consolidation	Binding Plan	Site
	Preliminary	Final	Preliminary	Final			
within or adjacent to the proposed development together with all existing easements and other important features such as section lines, section corners, city and urban growth area boundary lines, and monuments.							
8. The address of each lot including number, street name, city, state and zip code.		X		X	X	X	
9. The name and location of adjacent subdivisions and the location and layout of existing streets which are adjacent to or across contiguous right-of-way from the proposed development.	X		X				
10. The location and approximate dimensions of lots, proposed lot and block numbers.	X	X	X	X	X	X	
11. The location, approximate acreage and dimension of areas proposed for public use.	X	X	X	X	X	X	
12. The location, approximate acreage and dimension of areas proposed for open space, park, recreation, and/or common ownership.	X	X	X	X	X	X	
13. The property's current zoning.	X	X	X	X	X	X	
14. Existing contour lines at sufficient intervals for slopes of 15% or more. Show existing evaluations related to some established benchmark or datum approved by the city engineer. (1929 NGVD)	X		X		X	X	
15. The locations and sizes of existing public and private	X		X		X	X	



TABLE OF REQUIRED INFORMATION	Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/Lot Consolidation	Binding Plan	Site
	Preliminary	Final	Preliminary	Final			
sanitary sewers, water mains, and public storm drains, culverts, fire hydrants and electrical lines within and adjacent to the proposed development.							
16. The approximate curve radii of any existing public street or road within the proposed development.	X		X			X	
17. Existing uses of property and locations of all existing buildings and designating which existing buildings are to remain after completion of the proposed development.	X	X	X		X	X	
18. The location of areas subject to inundation, stormwater overflow, and/or within a designated 100-year floodplain, all areas covered by water, and the location, width and direction of flow of all water courses.	X	X	X	X	X	X	
19. Locations of existing natural features such as wetlands which would affect the design of the development.	X	X	X	X	X	X	
20. A vicinity map showing the location of the proposed development in relation to the rest of the city.	X		X		X	X	
21. The approximate locations, widths, lengths, names and curve radii for all proposed streets.	X		X		X	X	
22. The locations and dimensions of proposed lots and the proposed lot and block numbers. Numbers shall be used to designate each such block and lot. Where a plat is an addition to	X	X	X	X	X	X	

TABLE OF REQUIRED INFORMATION	Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/Lot Consolidation	Binding Plan	Site
	Preliminary	Final	Preliminary	Final			
a plat previously recorded, numbers of blocks and lots or parcels shall be in consecutive continuation from a previous plat.							
23. A preliminary public facilities plan for the location and construction of proposed water service facilities to serve the development.	X		X			X	
24. A preliminary public facilities plan and profile for the location and construction of proposed sanitary sewer facilities to serve the development.	X		X			X	
25. A preliminary plan for storm drainage, erosion and sedimentation control.	X		X			X	
26. Locations, widths, and lengths of streets and roads to be held for private use and all reservations or restrictions relating to such private roads.	X	X	X	X	X	X	
27. Designation of any land the council may require held for public reserve and configuration of projected lots, blocks, streets and utility easements should the reserved land not be acquired.	X	X	X	X		X	
28. All areas and the proposed uses thereof to be dedicated by the owner.	X	X	X	X	X	X	
29. The following survey data:							
(a) Track, block and lot boundary lines with dimensions;	X	X	X	X	X	X	
(b) Street rights-of-way widths with centerline;		X	X	X	X		

TABLE OF REQUIRED INFORMATION	Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/Lot Consolidation	Binding Plan	Site
	Preliminary	Final	Preliminary	Final			
(c) Radius, length, central angle of all tangent curves; radius, length, centered angle, long chord distance and bearing of all nontangent curves;		X	X	X	X	X	
(d) Ties to boundary lines and section or 1/4 section corners immediately surrounding the development;		X		X	X	X	
(e) The location and type of all permanent monuments within the development including initial point, boundary monuments and lot corners.		X		X	X	X	
30. Reference points of existing surveys identified, related to the plat by distance and bearings, and referenced to a field block or map as follows:		X		X	X	X	
(a) Stakes, monuments or other evidence found on the ground and used to determine the boundaries of the development;		X		X	X	X	
(b) Adjoining corners of adjoining subdivisions;		X		X	X	X	
(c) Monuments to be established marking all street intersections and the centerlines of all streets at every point of curvature and the point of tangent;		X		X	X	X	
(d) Other monuments as found or established in making of the survey required to be installed by the provisions of this chapter and state law.		X		X	X	X	
31. The lot area in square feet identified on each lot on the plat.	X		X		X	X	

TABLE OF REQUIRED INFORMATION	Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/Lot Consolidation	Binding Plan	Site
	Preliminary	Final	Preliminary	Final			
32. Designation of proposed portions of subdivisions to be developed in phases, if any, indicated proposed sequence of platting.	X		X				
33. All flood control features and references to easements or deeds for drainage land.		X		X	X	X	
34. Deed restrictions or covenants, if any, in outline form.	X		X				
35. Existing and proposed easements clearly identified and denoted by dashed lines and, if already of record, their recorded reference. The width of the easement, its length and bearing, and sufficient ties to locate the easement with respect to the development shall be shown.	X	X	X	X	X	X	
36. Identification of any land or improvements to be dedicated or donated for any public purpose or private use in common.	X	X	X	X	X	X	
37. The following certificates:							
(a) A certificate signed and acknowledged by all parties having any record title interest in the land, consenting to the preparation and recording of the project;		X		X	X	X	
(b) A certificate signed and acknowledged as above, dedicating to the public all land intended for public use;		X		X	X	X	
(c) A certificate for execution by the city mayor;				X		X	

TABLE OF REQUIRED INFORMATION	Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/Lot Consolidation	Binding Plan	Site
	Preliminary	Final	Preliminary	Final			
(d) A certificate for execution by the city engineer;		X		X	X	X	
(e) A certificate for execution by the planning commission representatives;		X		X	X	X	
(f) A certificate for execution by the director of community development;		X		X	X	X	
(g) A certificate for execution by the county auditor;		X		X	X	X	
(h) A certificate for execution by the county treasurer;		X		X	X	X	
(i) A surveyor's certificate certifying that he is registered as a professional land surveyor in the state of Washington and certifies that the plat is based on an actual survey of the land as described and that all monuments have been set and lot corners staked on the ground as shown on the plat.		X		X	X	X	
<del>38. A statement of approval signed by the director of the State Department of Ecology, or its successor, for any portion of development which lies within a flood control zone.</del>				X		X	
39. An executed surety (developer agreement and bond) when required.		X		X	X	X	
40. Appropriate architectural and site development plans which show the proposed building location, specific landscaping; prominent existing trees, ground treatment, sign-obscuring fences and hedges, off-street parking.						X	

Formatted Table

TABLE OF REQUIRED INFORMATION	Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/Lot Consolidation	Binding Site Plan
	Preliminary	Final	Preliminary	Final		
vehicular and pedestrian circulation; and major exterior elevations of building(s).						
41. Such additional information pertaining to the land division or development site and the immediate vicinity as may be required by the administrative official for review of the proposal.	X	X	X	X	X	X

DRAFT