

CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BLVD | CHEHALIS, WA 98532

Anthony E. Ketchum, Sr., District 3
Mayor

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

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

Regular Meeting of Monday, July 10, 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. **Employee Introductions**

CONSENT CALENDAR

ADMINISTRATION RECOMMENDATION	PAGE
APPROVE	1
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5. **Minutes of the Regular Meeting June 26, 2023** (City Clerk)
6. **Vouchers and Transfers- Accounts Payable in the Amount of \$361,832.49** (Finance Director)
7. **Vouchers and Transfers- Payroll in the Amount of \$1,093,356.58** (Finance Director)
8. **Bid Award: Procurement of a Graco Striping Sprayer for the Chehalis-Centralia Airport** (Airport Director)
9. **FY2022 Transportation Benefit District Annual Report** (Public Works Director)

PUBLIC HEARINGS

ADMINISTRATION RECOMMENDATION	PAGE

There is no public hearing to conduct.

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. Public comments will be limited to five (5) minutes.

UNFINISHED BUSINESS	ADMINISTRATION RECOMMENDATION	PAGE
10. <u>Second Reading of Ordinance No. 1069-B, Granting a Non-Exclusive Franchise to Ziplly Fiber Pacific, LLC for Telecommunications</u> (City Clerk)	APPROVE	19
11. <u>Second Reading of Ordinance No. 1067-B, Updating CMC 17.12- Subdivisions</u> (Building and Planning Manager)	APPROVE	39

NEW BUSINESS	ADMINISTRATION RECOMMENDATION	PAGE
12. <u>Appointment and Confirmation of Allen Unzelman as Chehalis Municipal Court Judge</u> (Municipal Court Administrator)	APPROVE	83
13. <u>Letter of Support for Placing a Ballot Measure on a Dedicated 9-1-1 Sales Tax for a Voter Decision in November 2023</u> (Police Chief)	APPROVE	89

ADMINISTRATION AND CITY COUNCIL REPORTS	ADMINISTRATION RECOMMENDATION	PAGE
<u>Administration Reports</u> <ul style="list-style-type: none">• City Manager Update <u>Councilor Reports/Committee Updates</u> (City Council)	INFORMATION ONLY	

EXECUTIVE SESSION
<u>Pursuant to RCW:</u> <ul style="list-style-type: none">• 42.30.110(1)(i) – Litigation/Potential Litigation• 42.30.110(1)(c)- Sale/Lease of Real Estate

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

NEXT REGULAR CITY COUNCIL MEETINGS

MONDAY, JULY 24, 2023- 5:00 P.M.

MONDAY, AUGUST 14, 2023 -5:00 P.M.

Chehalis City Council
Regular Meeting Minutes
June 26, 2023
5:00 p.m.

Council Present: Mayor Ketchum, Mayor Pro-Tem Spahr, Councilor Carns (virtual attendance), Councilor Lund, Councilor McDougall, Councilor Lord and Councilor 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; Chun Saul, Finance Director; Sally Saxton, Financial Analyst; Justin Phelps, Wastewater Superintendent; Lance Bunker, Public Works Director; Randy Kaut, Police Chief; Tammy Baraconi, Building and Planning Manager; Fritz Beierle, Streets Superintendent; Lilly Wall, Parks and Recreation Director

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**
Mayor Pro Tem Spahr led the flag salute.
3. **Approval of Agenda**
The agenda was amended to move item #8 to New Business, Second Reading of Ordinance 1067 B will be moved to July 10, and to add executive session topic of Sale/Lease of Real Estate RCW 42.30.110(1)(C).

A motion was made by Mayor Pro Tem Spahr, seconded by Councilor Lund, to approve the agenda as amended. Motion carried unanimously.

PRESENTATIONS

There were no presentations or proclamations to recognize.

CONSENT CALENDAR

4. **Minutes of the Regular City Council Meeting of June 12, 2023** (City Clerk)
5. **Vouchers and Transfers- Accounts Payable in the Amount of \$1,363,455.71** (Finance Director)
6. **Consider Approval of Budgeted Purchase of Fuel for Resale** (Airport Director)
7. **First Reading of Ordinance No. 1069-B, Granting a Non-Exclusive Franchise to Ziplly Fiber Pacific, LLC for Telecommunications** (City Clerk)
8. **Resolution No. 14-2023, Declaring Surplus Property** (City Clerk)

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

PUBLIC HEARINGS

There were no public hearings to conduct.

CITIZENS BUSINESS

Leah Vanasse provided public comment regarding recent incidents with white supremacist groups at PRIDE events and the several acts of vandalism that followed in different parts of Lewis County, including Chehalis.

UNFINISHED BUSINESS

NEW BUSINESS

9. **Resolution No. 13-2023, Authorizing the Sole Source Purchase of FLOCK Cameras** (Police Chief)

A motion was made by Mayor Pro Tem Spahr, seconded by Councilor Pope to approve Resolution No. 13-2023.

An amendment to the motion was made by Councilor Lund, seconded to Councilor McDougall to authorize the purchase of a handheld unit in addition to the 15 requested. The amendment carried unanimously.

The main motion as amended carried unanimously.

10. **Lease of Park and Ride Lot at Exit #77 to Twin Transit** (City Manager)

A motion was made by Mayor Pro Tem Spahr, seconded by Councilor Lund to approve the lease of the Park and Ride Lot on Main Street at I-5 Exit #77 to Twin Cities Transit and authorize the City Manager to execute the contract when the legal description of the property is completed and can be provided as Exhibit A to the Lease agreement. The motion carried unanimously.

11. **FY2022 Transportation Benefit District Annual Report** (Public Works Director)

Public Works Director Lance Bunker presented.

A motion was made by Mayor Pro Tem Spahr, seconded by Councilor Pope to continue this item until the July 10 meeting. The motion carried unanimously.

ADMINISTRATION AND CITY COUNCIL REPORTS

City Manager Update

City Manager Anderson attended the AWC Conference and provided a brief update of the sessions.

Councilor Reports/Committee Updates

Councilor Lord commended the Mayor on his efforts to repair the sidewalks.

Councilor Lund requested information regarding the pool parking lot construction. Councilor Lund would like to consider options for additional park revitalization to expand Chehalis parks. Councilor Lund would also like progress to be made with Steve Ryan and his stormwater concerns.

Councilor McDougall reported attendance at the Youth Advocacy meeting and reported that the AWC Conference was beneficial.

Councilor Carns commented on the public camping ordinance and evidence that it is affecting change within Chehalis.

Mayor Ketchum reported attendance at the Lewis County Historical Museum, Chamber Volunteer and County Homeless meetings.

EXECUTIVE SESSION

Pursuant to RCW:

- **42.30.110(1)(i)- Litigation/Potential Litigation**
- **42.30.110(1)(c)- Sale/Lease of Real Estate**

Mayor Ketchum adjourned the regular meeting at 6:06 p.m. for 45 minutes or until 7:00 p.m. providing the public time to exit the building.

Mayor Ketchum reconvened the regular meeting and adjourned the executive session at 7:01 p.m.

ADJOURNMENT

Mayor Ketchum adjourned the meeting at 7:01 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: July 10, 2023

SUBJECT: 2023 Vouchers and Transfers – Accounts Payable in the Amount of \$361,832.49.

ISSUE

City Council approval is requested for 2023 Vouchers and Transfers dated June 30, 2023.

DISCUSSION

The June 30, 2023 Claim Vouchers have been reviewed by a committee of two councilors prior to the release of payments. The administration is requesting City Council approval for Replacement Check No. 136865 and Claim Vouchers including Electronic Funds Transfer Checks No. 2938 – 2972 and 111 and Voucher Checks No. 136866 - 136948 in the amount of \$408,474.22 dated June 30, 2023, and Voided Checks No. 136785 & 136833 for the net total of \$361,832.49 as follows:

- \$ 159,567.58 from the General Fund
- \$ 16,452.63 from the Street Fund
- \$ 5.14 from the Transportation Benefit District Fund
- \$ 2,692.77 from the LEOFF 1 OPEB Reserve Fund
- \$ 3,350.70 from the Automotive Equipment Reserve Fund
- \$ 62,725.69 from the Wastewater Fund
- \$ 26,302.75 from the Water Fund
- \$ 2,656.82 from the Storm & Surface Water Utility Fund
- \$ 121,123.13 from the Airport Fund
- \$ 6.62 from the Wastewater Capital Fund
- \$ 7,280.00 from the Water Capital Fund

- \$ 228.92 from the Firemen’s Pension Fund
- \$ 6,081.47 from the Custodial Other Agency Fund
- \$ 408,474.22 Total Vouchers for June 30, 2023
- \$<46,641.73> Voided Checks for June 28, 2023
- \$ 361,832.49 Net Total Transfers

RECOMMENDATION

It is recommended that the City Council approve the Replacement Check No. 136865 and Claim Vouchers including Electronic Funds Transfer Checks No. 2938 – 2972 and 111 and Voucher Checks No. 136866 - 136948 in the amount of \$408,474.22 dated June 30, 2023, and Voided Checks No. 136785 & 136833 for the net total of \$361,832.49.

SUGGESTED MOTION

I move that the City Council approve the Replacement Check No. 136865 and Claim Vouchers including Electronic Funds Transfer Checks No. 2938 – 2972 and 111 and Voucher Checks No. 136866 - 136948 in the amount of \$408,474.22 dated June 30, 2023, and Voided Checks No. 136785 & 136833 for the net total of \$361,832.49.

**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: July 10, 2023

SUBJECT: Vouchers and Transfers – Payroll in the Amount of \$1,093,356.58 ✓

ISSUE

City Council approval is requested for Payroll Vouchers and Transfers dated June 30, 2023.

DISCUSSION

The administration requests City Council approval for Payroll Vouchers No. 42260-42281, Direct Deposit Payroll Vouchers No. 16451-16607, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 507-515 dated June 30, 2023, in the amount of \$1,093,356.58, which include the transfer of:

- \$749,640.97 from the General Fund
- \$47,303.71 from the Street Fund
- \$4,455.00 from the LEOFF1 OPEB Reserve Fund
- \$111,849.09 from the Wastewater Fund
- \$124,144.22 from the Water Fund
- \$19,730.42 from the Storm & Surface Water Utility Fund
- \$36,233.17 from the Airport Fund

RECOMMENDATION

It is recommended that the City Council approve the June 30, 2023, Payroll Vouchers No. 42260-42281, Direct Deposit Payroll Vouchers No. 16451-16607, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 507-515 in the amount of \$1,093,356.58.

SUGGESTED MOTION

I move that the City Council approve the June 30, 2023, Payroll Vouchers No. 42260-42281, Direct Deposit Payroll Vouchers No. 16451-16607, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 507-515 in the amount of \$1,093,356.58.

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.

Don-lyn Steach
 PAYROLL OFFICER

Chris Saul
 FINANCE DIRECTOR

CHECK NOS. 42260 THROUGH 42281, DIRECT DEPOSIT CHECK NOS. 16451 THROUGH 16607, ELECTRONIC FEDERAL TAX AND DRS PENSION/DEFERRED COMP PAYMENTS NOS. 507-515 ARE HEREBY APPROVED FOR PAYMENT IN THE TOTAL AMOUNT OF \$1,093,356.58 THIS _____ DAY OF _____, 2023.

 MAYOR

001	GENERAL FUND	\$749,640.97
003	STREET FUND	47,303.71
115	LEOFF1 OPEB	4,455.00
404	WASTEWATER FUND	111,849.09
405	WATER FUND	124,144.22
406	STORM & SURFACE UTIL FUND	19,730.42
407	AIRPORT FUND	<u>36,233.17</u>
	TOTAL	\$1,093,356.58

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Brandon Rakes, Airport Director

MEETING OF: July 10, 2023

SUBJECT: Procurement of a Graco Striping Sprayer for the Chehalis-Centralia Airport

ISSUE

The purpose of this agenda report is to present a recommendation for the award of the bid for the procurement of a Graco Striping Sprayer LL250 DC for the Chehalis-Centralia Airport, which is included in the 2023 Budget. The sealed bid process was conducted, and Sherwin Williams of Chehalis has submitted the sole bid, which meets all requirements and is considered reasonable based on previous unsealed quotes received earlier this year.

DISCUSSION

The Chehalis-Centralia Airport is dedicated to maintaining the highest standards of safety and efficiency for airport operations. As part of our ongoing efforts, we have identified the need for a Graco Striping Sprayer LL250 DC to ensure accurate and durable markings on the runway, taxiway, and parking lots. This equipment is crucial for maintaining the visibility and clarity necessary for safe navigation and smooth traffic flow.

The sealed bid for the procurement of the Graco Striping Sprayer LL250 DC was opened on June 30, 2023. Sherwin Williams of Chehalis submitted the sole bid for this project. The bid amount is \$39,062.00, which includes the necessary equipment specifications, such as three installed spray guns, two reflective bead dispensers, two-color capability, and a laser guide system. Furthermore, Sherwin Williams has offered free delivery of the sprayer to the Chehalis-Centralia Airport.

The bid from Sherwin Williams has been evaluated and deemed reasonable based on previous quotes received earlier in 2023. The bid meets all the specified requirements for the Graco Striping Sprayer LL250 DC, ensuring that the airport will have the necessary equipment to maintain clear and visible markings.

FISCAL IMPACT

The bid amount is \$39,062.00, plus applicable taxes. This is within the previously approved budget for this procurement and provides excellent value for the equipment needed to enhance the safety and efficiency of the Chehalis-Centralia Airport.

RECOMMENDATION

It is recommended that the City Council awards the bid for the procurement of the Graco Striping Sprayer LL250 DC to Sherwin Williams of Chehalis and authorize the City Manager to approve payment of the invoice from Sherwin Williams in the amount of \$39,062.00 plus taxes of \$3,203.08 for a total of \$42,265.08.

SUGGESTED MOTION

I move that the City Council awards the bid for the procurement of the Graco Striping Sprayer LL250 DC to Sherwin Williams of Chehalis and authorize the City Manager to approve payment of the invoice from Sherwin Williams in the amount of \$39,062.00 plus taxes of \$3,203.08 for a total of \$42,265.08.



**SHERWIN
WILLIAMS.**

CHEHALIS-CENTRALIA AIRPORT

CHEHALIS-CENTRALIA AIRPORT

Quote Presented By:
Brian Hagen
SALES- Sales Representative PC
Residential Repaint
brian.j.hagen@sherwin.com

SHERWIN-WILLIAMS
1565 NW LOUISIANA AVE
CHEHALIS, WA 98532 1748
(360) 740-0100

June 07, 2023



ACCOUNT # 4253-8160-5
CHEHALIS-CENTRALIA AIRPORT
QUOTE # 6750497

VALID FROM: MAY 31, 2023 - JUL 11, 2023

Chehalis-Centralia Airport :

Thank you for considering Sherwin-Williams products for the CHEHALIS-CENTRALIA AIRPORT equipment needs. Included is the Sherwin-Williams price quote.

Should you require assistance or have any questions or concerns, please contact me at 1 (360) 552-5079 or e-mail me at brian.j.hagen@sherwin.com.

Within this quote you will see a price for a Graco pump, model number 25D344. The price quoted does not include any applicable taxes. If this potential purchase qualifies as tax exempt, please provide the applicable documents to ensure tax can/will be omitted. Purchase of this equipment will include free delivery to your facility, but will require a forklift to be on site to offload. If a forklift isn't available, alternate arrangements can be made upon request. Lastly, a free demonstration by a local Graco equipment specialist can be included with the purchase of this equipment and will be scheduled at their earliest convenience after an order is placed.

Brian Hagen

SALES- Sales Representative PC Residential Repaint

brian.j.hagen@sherwin.com

SHERWIN-WILLIAMS

1565 NW LOUISIANA AVE, CHEHALIS, WA 98532 1748



PROJECT: CHEHALIS-CENTRALIA AIRPORT

Purchase Type: Single Purchase

Description	Sales #	Rex #	Qty	Price	Extended Price
LLV2502CH 3AB GL3000	101581627	101581627- EACH	1	\$39,062.00	\$39,062.00
Comments: Model #25D344. 3 installed guns, 2 bead dispensers, 2 color capacity and laser guide system. Free shipping to facility.					

We thank you for consideration of Sherwin-Williams products and look forward to supplying these products to you.

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by Sherwin-Williams. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by Sherwin-Williams. We request that it not to be copied or shared with others outside your firm. Please refer to product data pages for surface prep, mixing and application instructions.

Square footage amounts were estimated or given. Coverage of materials are estimated and actual coverages may differ. These guidelines should not be used as absolutes. Sherwin-Williams cannot assume responsibility for job site conditions.

The purchase of the products set forth in this price quote is subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at <https://www.sherwin-williams.com/terms-and-conditions>. Sherwin-Williams limits acceptance of the price quote to these Terms and Conditions of Sale, and objects to any different terms in any purchase order, issuance of which indicates purchaser's acceptance of such Terms and Conditions of Sale.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Lance Bunker, Public Works Director
Celest Wilder, Engineer Tech III

MEETING OF: July 10, 2023

SUBJECT: FY 2022 Transportation Benefit District Annual Report

ISSUE

The 2022 Annual Report was presented to the City Council on June 26, 2023. The attached report aims to clarify the information presented in the projects section of the TBD Annual Report, focusing on the current year (2023) transportation projects.

The City of Chehalis (City) Transportation Benefit District (TBD) was formed in 2014, and a ten-year 0.2% sales tax increase for the purpose of financing TBD projects was ratified by the voters in 2017.

RCW 36.73.160(2): A district shall issue an annual report, indicating the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules, to the public and to newspapers of record in the district.

DISCUSSION

This report provides information on the status of the City of Chehalis Transportation Benefit District and fulfills the requirement of the State of Washington and the TBD for an annual report.

Last year (2022) was the fifth full year of operating the TBD. The city completed four projects in 2022.

Project Name	Project Cost TBD Funds
Southwest Chehalis Avenue Improvements	\$1,319,891.11
North National Avenue Grind and Inlay	\$455,978.94
Push-to-Cross Lighted Crosswalks	\$13,584.18
Firing Range Access Road Slide Repair	\$5,020.48

The attached report satisfies the requirements of Washington State Law.

FISCAL IMPACT

None

RECOMMENDATION

It is recommended that the City Council approve the 2022 Transportation Benefit District Annual Report.

SUGGESTED MOTION

Move to approve the 2022 Transportation Benefit Annual Report.



CITY OF CHEHALIS

PUBLIC WORKS DEPARTMENT

2007 NE KRESKY AVENUE, CHEHALIS, WA 98532

PHONE (360) 748-0238 • FAX (360)748-6664

FY 2022 Transportation Benefit District Annual Report

The City of Chehalis (City) Transportation Benefit District (TBD) was formed in 2014, and a ten-year 0.2% sales tax increase for the purpose of financing TBD projects was ratified by the voters in 2017.

This report provides information on the status of the City of Chehalis Transportation Benefit District and fulfills the requirements of the State of Washington and the TBD for an annual report. Below are excerpts from the relevant state law:

RCW 36.73.160(2): A district shall issue an annual report, indicating the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules, to the public and to newspapers of record in the district.

Last year (2022) was the fifth full year of operating the TBD. The city completed four projects in 2022.

Project Name	Project Cost TBD Funds
Southwest Chehalis Avenue Improvements	\$1,319,891.11
North National Avenue Grind and Inlay	\$455,978.94
Push-to-Cross Lighted Crosswalks	\$13,584.18
Firing Range Access Road Slide Repair	\$5,020.48

Cash resources at the beginning of 2022 were \$3,071,696.38. Total revenues received in 2022 was \$2,504,138.91 which include \$1,477,013.57 in public transportation sales tax, 44,503.51 in interest earnings, and \$982,621.83 in grant funds. Total expenditures for 2022 were \$1,941,070.35. The ending 2022 cash resources were \$3,364,764.94.

Current Year (2023) Transportation Projects

Project Name	Estimated Cost
West Main Street Road Improvements Phase II	\$631,260.00
Supplies for Annual Safety Improvements	\$100,000.00

Market Street Downtown Improvements: Design	\$100,000.00
Main Street Construction Engineering	\$75,150.00

The estimated costs for these projects are approximately \$906,410.00

Respectfully,

Celest Wilder, Engineer Tech III, for
Fritz Beierle, Street Superintendent, and
Lance Bunker, Public Works Director

**Photo's of completed projects in associated PowerPoint Presentation*

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Kevin Nelson, City Attorney
Kassi Mackie, City Clerk

MEETING OF: July 10, 2023

SUBJECT: Ordinance No. 1069-B, Second Reading – Granting a Non-exclusive Franchise to Zply Fiber Pacific, LLC for Telecommunications

ISSUE

The City has received a request for the granting of a franchise by Zply Pacific, LLC. A new franchise agreement was presented for first reading at the June 26th meeting, and is presented tonight for second reading.

DISCUSSION

Zply Pacific, LLC is a local internet service provider (ISP) and telecommunications company headquartered in Kirkland and Everett, Washington and serving Oregon, Idaho, Montana, and Washington. The main focus of their business is to provide fiberoptic internet services across Washington, Oregon, Idaho and Montana.

The administration has been working with Zply Fiber Pacific, LLC, to finalize a franchise agreement to allow them to work in Chehalis. The proposed agreement includes:

- Financial guarantee in the amount of \$50,000 against damages resulting from failure to comply with provisions of the franchise agreement.
- A 5-year term with an additional 5-year term at the sole discretion of the City Council upon written request of Zply. If both parties fail to formally renew the Franchise prior to the expiration, the Franchise automatically continues month to month.

The agreement has been reviewed by the City Attorney and the Washington Cities Insurance Authority.

FISCAL IMPACT

There is no fiscal impact. Pursuant to RCW 35.21.860, the city may not impose a franchise fee; however, the city may recover actual administrative expenses from Zply, such as the expense of publishing the ordinance in its entirety.

RECOMMENDATION

It is recommended that the City Council approve Ordinance No. 1069-B on second and final reading.

SUGGESTED MOTION

I move that the City Council approve Ordinance No. 1069-B on second and final reading.

ORDINANCE NO. 1069-B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, GRANTING TO ZIPLY FIBER PACIFIC, LLC, A STATE OF WASHINGTON CORPORATION, A FRANCHISE FOR TELECOMMUNICATIONS

WHEREAS, Ziplly Fiber Pacific, LLC, a Delaware limited liability company (“Grantee”) has applied to the City of Chehalis (“City”) for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee’s request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHELAHIS, WASHINGTON, DOES ORDAIN as follows:

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and/or other public property specified in Exhibit “A,” attached hereto and incorporated by reference (the “Franchise Area”).

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair the types of facilities specified in Exhibit “B,” attached hereto and incorporated by reference, and all necessary appurtenances thereto, (“Grantee Facilities”) for provision of those services set forth in Exhibit “C” (“Grantee Services”) in, along, under and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type,

including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City may reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3. If the City determines that reserving an easement for utilities would not be in the best interest of the City, Grantee shall relocate its facilities pursuant to Section 11 or make other arrangements for the presence of its facilities in the vacated or abandoned area.

G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

Section 2. Notice

A. Written notices to the parties shall be sent by certified mail to the following addresses unless a different address shall be designated in writing and delivered to the other party.

City:
City of Chehalis
350 N. Market Blvd Rm 101
Chehalis, WA 98532

with a copy to:

Grantee: ZiPLY Fiber Pacific, LLC
 135 Lake Street South, Suite 155
 Kirkland, Washington 98033
 legal@ziply.com

B. Any changes to the above-stated Grantee information shall be sent to the City Manager, with copies to the City Clerk, referencing the title of this agreement.

C. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone.

Section 3. Term of Agreement

A. This Franchise shall run for a period of five (5) years, from the date of execution specified in Section 5.

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the application for such renewal. Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the City or applicable law.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purpose of this agreement:

“CMC” means the Chehalis Municipal Code.

"Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within the City or in surrounding areas

including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Maintenance or Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Relocation” means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas.

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit “D,” and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 (collectively, “Franchise Acceptance”). The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within 30 days after the effective date of the ordinance approving the Franchise, the City’s grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under applicable CMC provisions for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is undertaking its activity.

C. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the

removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

D. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. **Tree Trimming.** Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City Engineering in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 9. Location Preference

A. Any structure, equipment, appurtenance, or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to another utility's

submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

B. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer, and storm sewer facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Grantee and other utility purveyors or authorized users of the Public Way, will develop guidelines and procedures for determining specific utility locations.

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City Engineer to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, compatible with the City's database system, as now or hereinafter existing, including the City's geographic information Service (GIS) data base. Grantee shall keep the City Engineer informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. In the event of a public records request related to information Grantee has provided to the City under this Franchise, the City shall endeavor to give reasonable prior notice of the request to Grantee.

Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys' fees) imposed on the City because of non-disclosures requested by Grantee under Washington's Public Records Act, provided the City has notified Grantee of the pending request.

Section 11. Relocation of Grantee Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter

35.99. Pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way.

B. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof.

Section 12. Abandonment and or Removal of Grantee Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall, at the City's discretion, either abandon in place or remove the affected facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Grantee Facilities in the manner specified by the City Engineer at no expense or liability to the City. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless

A. The Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the Grantee's performance under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole negligence of the City.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the intentional misconduct of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for fire fighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

Grantee further agrees to defend, indemnify, and hold harmless the City for any injury to any third party to the extent proximately caused by Grantee or Grantee's Facilities.

D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 15. Insurance

A. The Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, employees, or Grantee's Facilities in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$5,000,000.00 per accident. Coverage

shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$5,000,000.00 each occurrence, \$5,000,000.00 general aggregate and a \$5,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using blanket additional insured endorsement.

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Grantee. Contractors Pollution Liability insurance shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims and shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

4. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Grantee's Commercial General Liability and Automobile Liability insurance. Excess or Umbrella insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

5. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability ,:

1. The Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.

C. The Grantee's insurance shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Grantee shall furnish the City with original certificates and a copy of amendatory endorsements before commencement of the work.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

G. Subcontractors - The Grantee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Grantee-provided insurance as set forth herein, except the Grantee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors, provided that coverage shall not be less than that required of Grantee herein.

Section 16. Performance Security

The Grantee shall provide the City with a financial guarantee in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guaranteed amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and

contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be leased, assigned, or otherwise alienated without the express prior consent of the City by ordinance. In the event such a transfer, assignment, or disposal of franchisee's ownership is approved by the Washington Utilities and Transportation Commission, the City will automatically consent to such transfer.

C. Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which shall be set by the City, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and the failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Agreement, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Lewis County, Washington, or the U.S. District Court for the Western District of Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and

costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

C. In the event of an emergency or any other situation where the City or public health or safety are at issue, the City may immediately seek injunctive or similar relief without delay or notice to Grantee.

Section 19. Enforcement and Remedies

A. If the Grantee shall willfully violate or fail to comply with any of the provisions of this Franchise through negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty-day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

B. Should the City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, the City reserves the right to cancel this Franchise and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions. Nothing in this section or in any other provision of this document shall be construed as limiting the City's right to seek additional or further relief.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee shall comply with all applicable federal and state or City laws, regulations and policies (including, without limitation, all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area. Grantee shall comply with all applicable (federal, state, and local) laws, rules, and regulations related to anti-discrimination and employment practices.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment.

C. The City may terminate this Franchise upon thirty (30) days written notice to the Grantee if the Grantee fails to comply with such amendment or modification.

Section 21. License, Tax and Other Charges

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 22. Consequential Damages Limitation

Neither party will be liable to the other for any special, general, incidental, indirect, punitive, reliance, consequential or similar damages. Notwithstanding this provision, Grantee's indemnification and defense requirements remain in full force and effect and are in no way reduced by this provision.

Section 23. Severability

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect.

Section 24. Titles

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 25. Implementation.

The City Manager or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 26. Effective date.

This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Chehalis this ____ day of _____ 2023.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney
Kevin T. Nelson

Published: _____

EXHIBIT "D"

STATEMENT OF ACCEPTANCE

_____, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

ZiPLY Fiber Pacific, LLC

By: _____

Date: _____

Name:

Title:

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 20, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

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

MY COMMISSION EXPIRES: _____



Exhibit B – Grantee Facilities

Zipty Fiber Pacific intends to build a fiber-to-the-home network capable of gigabit speeds using a XGS-PON architecture approach. Fiber would be placed from the customer rights-of-way to fiber hub locations that are connected back to our electronics via feeder fiber. Customer service drops would be placed at the time that a customer orders service. In areas of the city where utilities are placed underground, Zipty Fiber Pacific would feed fiber optic cable to locations where fixed wireless transmitters could be affixed by Zipty Wireless to serve end users. Both Zipty Fiber Pacific and Zipty Wireless operate as Zipty Fiber.

Exhibit C – Grantee Services

Zipty Fiber currently has multiple speed offerings ranging from symmetrical 50Mb up to 5G. Zipty Fiber would also offer business and commercial services within the footprint of the areas it builds. For data services, line extensions outside the footprint would be evaluate based on based on economic viability to provide the service.

<https://ziptyfiber.com/>

<https://ziptyfiber.com/internet/community-discounts>

<https://ziptyfiber.com/affordable-connectivity-program>

**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: July 10, 2023

SUBJECT: Second and final reading of Ordinance Number 1067-B Updating CMC 17.12A Subdivisions

INTRODUCTION

The City Council heard and passed on first reading Ordinance number 1067-B, updating CMC 17.12A Subdivisions. It is now before the Council for a second and final reading. No changes have been made since the first reading on June 12, 2023.

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 second and final reading.

SUGGESTED MOTION

Move to approve Ordinance No. 1067-B updating CMC 17.12A Subdivisions on second and final 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.

Attest:

Mayor

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:

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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

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ii. Platting.

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

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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

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

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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

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

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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.

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E. Exceptions.

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

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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

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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.

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

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

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

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c. Platting.

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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

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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.

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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:

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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

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b. Platting.

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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

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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.

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

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

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

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

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

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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.

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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.

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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 ~~17.12~~17.12A.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.

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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,

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- 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;

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- 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"

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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.

~~17.12~~**17.12A.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.

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	
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.				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

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Madisen Lester, Court Administrator

MEETING OF: July 10, 2023

SUBJECT: Appointment and Confirmation of Allen Unzelman as Chehalis Municipal Court Judge

ISSUE

Former Chehalis Municipal Court Judge Dale McBeth retired on April 30, 2023 after many years of service to the City. It is now recommended that the City Council confirm the appointment of Allen Unzelman as the next Judge of the Chehalis Municipal Court.

DISCUSSION

When former Chehalis Municipal Court Judge Dale McBeth provided notice of his retirement, the City initiated a recruitment to fill the vacancy and invited eligible candidates to apply. The City was fortunate to receive four highly qualified applicants.

The applicants were interviewed by a panel consisting of the Municipal Court Administrator, Madisen Lester; Municipal Court Clerk, Lana Heinz; Deputy Police Chief, Matt McKnight; and the City Manager, Jill Anderson. In addition, formal and informal references were obtained.

After careful review of each applicant's qualifications, Attorney Allen Unzelman has been selected to become the City's new Municipal Court Judge, subject to confirmation by the City Council. Mr. Unzelman is a highly regarded attorney in the community and serves as a partner of the firm Vander Stoep, Blinks, Jones, & Unzelman located in the City of Chehalis. In addition to serving as a Hearings Examiner and Judge Pro-Tem for the City of Chehalis, Mr. Unzelman has several years of experience as a Municipal Court Judge in Napavine and Winlock. He also serves as the Judge Pro-Tem for the City of Centralia.

Consistent with RCW 35.18.060, which provides that the City Manager shall appoint the Municipal Judge for a term of four years subject to the confirmation by the City Council, it is recommended that the City Council confirm the appointment of Allen Unzelman to a four-year term as Municipal Court Judge that would expire on July 9, 2027.

PROPOSED AGREEMENT

A new agreement has been prepared to set forth the terms for the services of Mr. Unzelman in the capacity of the Chehalis Municipal Court Judge. It sets forth the term; responsibilities; employment as an independent contractor; indemnification provisions; and financial considerations, which are described in more detail below. The agreement is also provided as an attachment to this report.

FISCAL IMPACT

The former Judge received a salary and benefit package as financial consideration for his services, which included a monthly salary of \$3,481 a month based on an estimated 61 hours of work a month. The proposed contract, which has been accepted by Mr. Unzelman, sets forth an independent contractor arrangement, with a monthly payment of \$5,000 a month with no benefits. Based on 61 hours of work each month, this would be an hourly rate of \$81.96; however, the actual hours worked could be more or less depending on circumstances including the number of inquiries that can happen at any time of the day or night.

If the contract is approved, the impact to the 2023 budget will be an estimated increase of \$18,228 and an unknown reduction in benefit costs. These revisions would be incorporated into the next budget amendment, which is expected to occur in September.

For context, the proposed financial terms would place the annual payment to Mr. Unzelman in a payment range that is currently \$5,352 less than the Centralia Municipal Court Judge, who also receives a benefit package.

RECOMMENDATION

It is recommended that the City Council confirm the City Manager's appointment of Attorney Allen Unzelman as Chehalis Municipal Court Judge to a term of four years ending on July 9, 2027. It is further recommended that the City Council authorize the City Manager to execute the attached agreement which sets forth the terms and conditions related to Mr. Unzelman's services as Municipal Court Judge.

SUGGESTED MOTION

I move that the City Council:

- 1) Confirm the City Manager's appointment of Attorney Allen Unzelman as Chehalis Municipal Court Judge to a term of four years ending on July 9, 2027; and
- 2) Authorize the City Manager to execute the attached agreement which sets forth the terms and conditions related to Mr. Unzelman's services as Municipal Court Judge.

**CITY OF CHEHALIS
AGREEMENT FOR MUNICIPAL COURT JUDGE SERVICES**

This Agreement is made by and between the CITY OF CHEHALIS, a municipal corporation, hereinafter referred to as the “City”, and , Allen Unzelman attorney at law, hereinafter referred to as the “Judge”, for the purpose of providing the services of a Municipal Court Judge for the Chehalis Municipal Court.

Whereas, the City has established its Municipal Court; and

Whereas, Allen Unzelman has sought the appointment to the position of Municipal Court Judge for the City of Chehalis Municipal Court; and

Whereas, Allen Unzelman is a licensed attorney in the State of Washington and has been deemed by the City Manager to be qualified to hold such position; and

Whereas, the City Manager has appointed Allen Unzelman as the Judge to serve in such position; and

Whereas, in accordance with the appointment and subject to confirmation by the City Council, it would be appropriate for the City to enter into a contract with Allen Unzelman to serve as the Municipal Court Judge to provide for the services of the position and to identify levels of compensation to be paid to the Judge for such services.

Now, therefore, in consideration of the mutual covenants, conditions and benefits provided herein, it is hereby agreed by and between the parties as follows:

1. **Term of Appointment.** The City hereby appoints Allen Unzelman as Judge to fill the current unexpired term for a period commencing on July 10, 2023 and ending on July 9, 2027.
2. **Employment.** The City hereby agrees to retain and employ the Judge to preside over the Chehalis Municipal Court in accordance with the ordinances of the City and statutes of the State of Washington, the provisions of which are incorporated herein by this reference. The Judge hereby accepts such appointment and agrees to perform the services hereinafter described.
3. The Judge acknowledges that the position of Judge is a that of an independent contractor and not an employee of the City. The judge will receive no benefits to which the judge would be otherwise entitled were he an employee of the City. Other than setting basic parameters for the work to be performed, such as hours of availability and court hearings, hiring and firing court staff, et cetra, the judge shall have independent discretion to perform the role.
4. **Description of Services.** The Judge agrees to serve as the Municipal Court Judge for the City with all the powers, duties, privileges, and obligations that said office confers. In addition to regularly scheduled sessions of the Chehalis Municipal Court, the Judge shall conduct hearings at the Lewis County jail and trials as necessary. In addition, the Judge shall

be available and respond to requests for protection orders, search warrants, conditions of release, and other judicial duties as required of the position. The Judge shall be responsible for all Chehalis Municipal Court proceedings, supervision of the activities of the Chehalis Municipal Court, and the discharge of other duties of the Chehalis Municipal Court Judge as required by law. It is recognized that the activities related to responding to request for protection orders, search warrants, and conditions of release can occur any time day or night.

5. **Court Facilities.** The City shall provide a suitable place for holding court and shall pay all expenses associated with maintaining the court facilities. The City will also provide office space for use by the Judge and will furnish staff, supplies and equipment sufficient for the operation of the Court.
6. **Consideration.** As consideration for services provided herein, the City agrees to pay the Judge the sum of Five Thousand Dollars (\$5,000) per month as fixed by ordinance from time to time. This consideration is based on an estimated 61 hours per month to perform the required services.

The services to be provided for this sum will include at least four (4) regularly scheduled court sessions per month unless otherwise agreed between the parties; necessary jury trials; all jail arraignments; all jail hearings; requests for protection orders and search warrants; any administrative work and out-of-court work done by the Judge; and all time expended for judicial education. It is recognized that the activities related to responding to requests for protection orders, search warrants, and conditions of release can occur any time day or night. Said responsibilities are an integral part of the duties of the position and have been included in the consideration in establishing compensation to be paid to the Judge.

In addition, the City agrees to provide paid time off for judicial education, judicial conferences and other meetings related to the furtherance of justice in the City of Chehalis. The Judge or Court Administrator shall arrange for a pro tem judge coverage during absences. The City will pay for the pro tem judge during these absences. The City will also pay the cost of pro tem judges in cases involving relatives of the Judge or where recusal occurs in the interest of justice at the sole discretion of the Judge.

There are no medical, dental, vision, or retirement benefits associated with the position. The judge is an independent contractor.

The Judge shall accrue no paid vacation. However, the judge shall be entitled to a maximum of three (3) weeks covered by a pro tem judge at City expense. Unused weeks may not be rolled over into the next calendar year or compensated. Unused covered weeks are lost. A minimum of six (6) weeks of notice shall be required for the use of a covered week. Sick leave will not be provided by the City unless specially approved by the City Manager in the sole discretion of the City Manager.


7. **Expenses.** The City shall pay for the Judge's District and Municipal Court Judge's Association (DMCJA) annual membership dues and required continuing education tuition, not including travel expenses.

8. **Hours of Court.** The hours of the court shall be set mutually by agreement between the City and the Judge.
9. **Indemnity Agreement.** The City shall defend, indemnify and hold the Judge and/or pro tem judges that may serve in his absence, harmless from any and all claims arising out of the good faith performance of his duties and functions as the City of Chehalis Municipal Court Judge. The Judge shall indemnify and hold the City harmless for any and all liability, loss, expenses and claims for damages or injury arising from acts or omissions of the Judge in providing services pursuant to this Agreement which are determined to be the result of the Judge's gross negligence or intentional misconduct.
10. **Judges Pro-Tem.** In the event that the Judge is unable to serve due to conflict of interest or for the three weeks of vacation, it shall be the responsibility of the Judge to so notify the City and to make arrangements for the presence of a Judge pro tem. Conflict of interest cases shall include, but are not limited to, cases where the defendant is a client of or was a client of the Judge or the law firm with which he is associated, cases involving relatives of the Judge; cases where recusal occurs in the interest of justice at the sole discretion of the Judge. All Judges pro tem shall be qualified to hold the position of Judge of the Municipal Court, as provided herein.

The City will pay the costs associated with the employment of the Judge Pro-Tem in the above circumstances.
11. **Modification.** No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing, executed by both parties.
12. **State Law.** This contract shall be construed in a manner consistent with and not in derogation of the provisions of State law governing the Judge's jurisdiction, powers, duties, obligations or statutory term of office as part of the Council-Manager form of government.
13. **Licensing.** The Judge agrees to comply with all applicable state or municipal standards for the licensing, insurance, certification, operation of facilities and accreditation, if any, necessary for service as City of Chehalis Municipal Court Judge. It is the responsibility of the Judge to immediately notify the City of any failure to meet the applicable standards, accreditation, and/or licensing.
14. **Personnel Management.** The Judge recognizes that the City employs the staff members that serve in Municipal Court and that all applicable rules, regulations, and/or contract provisions for City employees must be followed.
15. **Administration.** The office responsible for administering this Agreement shall be the office of the City Manager.
16. **Termination.** This contract may be terminated pursuant to state law or mutual agreement with 90 days-notice.

Executed this _____ day of July __, 2023.

Jill Anderson
City Manager



Allen Unzelman
Municipal Court Judge

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Randy Kaut, Police Chief

MEETING OF: July 10, 2023

SUBJECT: Letter to the Lewis County Board of Commissioners Regarding a Dedicated 9-1-1 Sales Tax Ballot Measure

ISSUE

The Lewis Board of County Commissioners is considering whether to place a ballot measure before the voters in November 2023 asking if the County should have a .02 percent increase in the countywide sales tax that would be dedicated to providing 9-1-1 services. Before making the decision on the ballot measure, the Board of Commissioners has requested agencies that use and fund the 9-1-1 Dispatch Services submit a letter indicating support for moving forward with a ballot measure. A draft letter of support has been prepared for your consideration.

BACKGROUND

Lewis County currently owns and runs the 9-1-1 Dispatch Center and collects fees from the user agencies throughout the county to fund the service. The City of Chehalis 2023 Budget includes \$368,500 for Dispatch services, which is paid from the General Fund.

The City of Chehalis has been a strong advocate for improving the 9-1-1 services in Lewis County. We have committed funds above the annual user fee and actively participate in the Lewis County 9-1-1 Communications Center Combined Users Committee (CUC). In the last two years, there has been a renewed commitment by the County and the active members of the CUC to find a more reliable funding model and create a new governance structure that would allow the user agencies control over the operations, rather than only making recommendations which are not binding on the County.

There has been significant progress toward both goals, which are now being advanced with the intent of bringing the decision before the County Board of Commissioners later this year.

PROPOSED BALLOT MEASURE FOR A DEDICATED 9-1-1 SALES TAX

At the May 2023 meeting of the Lewis County Board of Commissioners and County Mayors, the CUC presented a recommendation that the Board place a measure on the November 2023 Ballot to ask voters to consider a .2% increase in the local sales tax, dedicated solely to providing 9-1-1 communication services. The CUC provided the following reasons for supporting a ballot measure regarding a sales tax dedicated to 9-1-1:

- If approved, the funds could only be used for 9-1-1 per RCW 82.14.420, which sets forth the following: "Moneys received from any tax imposed under this section must be used solely for the purpose of providing funds for costs associated with financing, design, acquisition,

construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities.”

- Basic dispatch needs, such as computer aided dispatch, phone systems and dispatch radios, are currently maintained at minimal levels and the ability to fund replacement in the future is not attainable with the current funding model.
- The option to assess and implement new technologies that would aid the dispatchers and the field responders is severely limited by the current funding model.
- The current funding model relies solely on fees gathered from user agencies; these agencies themselves are faced with financial burdens that hamper their own operations. Furthermore, it is not in the best interest in the long-term for 9-1-1 to be reliant on user agency funding. As a necessary and vital public service, 9-1-1 should be independently funded to ensure ongoing stable operations.

While there are still actions needed to implement the final proposed new governance model, the CUC supports putting the question of a 9-1-1 sales and use tax before the voters because of the potential benefits that would translate to better services for the community, including:

- Provide the dispatch center with an independent funding source and reduce reliance on user agencies, like Chehalis, which currently must pay for the service from their general revenues.
- Stabilize funding for existing operations, including maintenance and support of current systems and equitable compensation for 9-1-1 dispatchers.
- Allow for implementation of new technologies that would help 9-1-1 provide more efficient and faster responses to the public.
- Provide funding for a dispatch center in a safe and secure location, with adequate facilities to support both small and large emergencies.
- Ensure that the people of Lewis County will receive the best 9-1-1 services feasible.

In addition, if a sales tax is ultimately approved by the voters, it would create a funding source that would allow all potential users of the service to contribute to the cost, including visitors who would contribute through purchases of goods and services in Lewis County.

9-1-1 CITY COUNCIL COMMITTEE

The members of the City Council’s 9-1-1 Committee, Councilors Lund, Pope, and McDougall, met on June 28 to discuss the proposal with Chief Kaut and City Manager Anderson. After considering the matter carefully, two of the three members are recommending support for the ballot measure because it would provide a consistent and dedicated funding mechanism.

All three members of the Committee expressed the importance of a concurrent effort to advance a change in the governance structure so that if the ballot measure proceeds and passes the new structure could be in place to administer the funds.

AGENCIES SUPPORTING THE SALES TAX

Currently, Lewis County has received 14 letters from cities and fire districts throughout the county supporting the placement of a .2% 9-1-1 sales tax on the ballot in 2023. Although not all individual fire districts have submitted letters, the Lewis County Fire Commissioners have submitted a letter on behalf of all districts they represent.

The cities who have *not* yet submitted a letter of support are:

- Chehalis
- Winlock
- Toledo
- Mossyrock
- Vader

FISCAL IMPACT

There is no fiscal impact associated with the decision on the letter of support. If a 9-1-1 sales tax is ultimately placed before the voters and approved, it would significantly reduce or possibly eliminate the City's annual user fee, while improving service. This amount could be \$300,000 or more depending on the associated sales tax revenues and the amount of future user fees. Those funds savings could then be used for other City of Chehalis services, including police and fire, rather than funding dispatch. As noted above, the City's 2023 budget includes \$368,500 for 9-1-1 Dispatch services.

RECOMMENDATION

It is recommended that the City Council consider approving the attached letter of support.

SUGGESTED MOTION

It is recommended that the City Council approve (or not approve) the attached letter of support regarding the proposed ballot measure for a Lewis County sales tax dedicated to the provision of 9-1-1 communication services.

CITY OF CHEHALIS

350 N. Market Boulevard, Room 101

Chehalis, Washington 98532

www.ci.chehalis.wa.us

(360) 345-1042



July 10, 2023

Lewis County Board of Commissioners

351 N.W. North Street

Chehalis, WA 98532

Subject: Support for Ballot Measure for Voter Decision on a Dedicated 9-1-1 Sales Tax

Dear Commissioners,

We are writing to you today to express our support of a ballot measure for 9-1-1 sales and use tax as defined by Washington RCW 82.14.420, understanding that all funding received through this source would be used specifically for the maintenance and improvement of the 9-1-1 dispatch center.

As users of the dispatch center, the City of Chehalis understands the need to not only maintain current levels of dispatch service to the community but also to look towards future needs and find funding sources to meet them. We also understand that to properly staff and equip the dispatch center would require additional funds and that passing a 9-1-1 sales and use tax would significantly reduce or eliminate the need to collect that funding directly from jurisdictions in Lewis County.

We acknowledge that a 9-1-1 sales and use tax could potentially:

- Provide the dispatch center with an independent funding source and reduce reliance on user agencies.
- Stabilize funding for existing operations, including maintenance and support of current systems and equitable compensation for 9-1-1 dispatchers.
- Allow for implementation of new technologies that would help 9-1-1 provide more efficient and faster responses to the public.
- Provide funding for a dispatch center in a safe and secure location, with adequate facilities to support both small and large emergencies.

We also acknowledge the County’s firm commitment to making changes to the governance structure of the 9-1-1 communication center to ensure user agencies have direct control over how the center is operated and how its budget is spent. It is of critical importance to the City of Chehalis that the decision on a new governance structure be made as soon as possible. If that does not move forward the City will need to revisit its support for the proposed ballot measure.

It is ultimately the people of Lewis County who will choose whether or not to support this initiative; we ask only that the Board of County Commissioners for Lewis County support presenting the option to the public for a vote.

Sincerely,

Mayor Anthony Ketchum

Councilor Pope

Councilor Spahr

Councilor Lord

Councilor Lund

Councilor McDougall

Councilor Carns

Where Heart and History Shape Our Future