

# CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BLVD | CHEHALIS, WA 98532

Vacant Mayor		
Vacant, District 1		Kate McDougall, Position at Large No. 1
Daryl J. Lund, District 2		Kevin Carns, Position at Large No. 2
Anthony E. Ketchum, Sr., District 3		Robert J. Spahr, Position at Large No. 3
Jody Kyes, District 4		

## Regular Meeting of Monday, January 8, 2024

5:00 p.m.

**To access this meeting via Zoom:**

Meeting ID: 834 4212 6653

Pass Code: 674890

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

SPECIAL BUSINESS	
3. <u>Swearing in of Re-elected and Newly Elected Council</u> (Municipal Court Judge)	1
4. <u>Election of Mayor and Mayor Pro Tem</u>	
5. <u>Approval of Agenda</u> (Mayor)	

PRESENTATIONS/PROCLAMATIONS
<u>None</u>

CONSENT CALENDAR	ADMINISTRATION RECOMMENDATION	PAGE
6. <u>Minutes of the Regular Meeting December 11, 2023</u> (City Clerk)	APPROVE	5
7. <u>Vouchers and Transfers- December 15, 2023, Accounts Payable in the Amount of \$876,298.38</u> (Finance Director)	APPROVE	9
8. <u>Vouchers and Transfers- December 29, 2023, Accounts Payable in the Amount of \$266,357.12</u> (Finance Director)	APPROVE	11
9. <u>Vouchers and Transfers-Payroll in the Amount of \$1,009,679.05</u> (Finance Director)	APPROVE	13
10. <u>Accepting TIB Arterial Preservation Grant for Pavement Repairs on N. National Avenue from NE Washington Ave to NW Chamber of Commerce Way</u> (Capital Projects Manager)	APPROVE	16
11. <u>Accepting TIB Active Transportation Program (ATP) for sidewalk construction and ADA curb ramp Improvements on SW 13<sup>th</sup> Street</u> (Capital Projects Manager)	APPROVE	25
12. <u>Renewal of TRJ Planning Services Contract</u> (City Manager)	APPROVE	35
13. <u>Award of Contract for Fuel Services Provider and Acceptance of Card Processing Agreement at Chehalis-Centralia Airport to Epic Aviation, LLC</u> (Airport Director)	APPROVE	45

PUBLIC HEARINGS		ADMINISTRATION RECOMMENDATION	PAGE
14. <b><u>Consideration for Removal of Planning Commission Member Due to Excessive Absences Per Chehalis Municipal Code Section 2.48.030</u></b> (City Planner)		CONDUCT PUBLIC HEARING	61
<b><i>Citizens may participate in person or submit comments for the public hearings by:</i></b> <ol style="list-style-type: none"> <li>1. Submitting through the City website – <a href="https://www.ci.chehalis.wa.us/contact">https://www.ci.chehalis.wa.us/contact</a>.</li> <li>2. Contacting City Clerk Kassi Mackie at 360-345-1042 or <a href="mailto:kmackie@ci.chehalis.wa.us">kmackie@ci.chehalis.wa.us</a> to provide verbal comments or to sign up to log-in via Zoom to comment directly to the City Council.</li> </ol>			

CITIZENS BUSINESS (PUBLIC COMMENT)
<p>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 – <a href="https://www.ci.chehalis.wa.us/contact">https://www.ci.chehalis.wa.us/contact</a>. 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 <a href="mailto:kmackie@ci.chehalis.wa.us">kmackie@ci.chehalis.wa.us</a>. Public comments will be limited to five (5) minutes per person.</p>

UNFINISHED BUSINESS	ADMINISTRATION RECOMMENDATION	PAGE
<b><u>None</u></b>		

NEW BUSINESS	ADMINISTRATION RECOMMENDATION	PAGE
15. <b><u>First Reading of Ordinance No. 1084-B, Amending the Chehalis Municipal Code Section 13.04.450 Regarding Billing and Payment Methods for Delinquent Accounts</u></b> (Water Superintendent)	APPROVE	65
16. <b><u>First Reading of Ordinance No. 1085-B, Amending the Chehalis Municipal Code Section 13.04.380 – Regarding Hydrants Temporary use Fee increase</u></b> (Water Superintendent)	APPROVE	69
17. <b><u>First Reading of Ordinance No. 1086-B, Amendments to Chapters 17.12 and 17.78 of the Chehalis Municipal Code Regarding Subdivisions</u></b> (City Planner)	APPROVE	73

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

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

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

**NEXT REGULAR CITY COUNCIL MEETINGS**

MONDAY, JANUARY 22, 2024- 5:00 P.M.

MONDAY, FEBRUARY 12, 2024- 5:00 P.M.

**NEXT SPECIAL CITY COUNCIL MEETINGS**

THURSDAY, JANUARY 18, 2024- 5:00 P.M.



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager  
Kassi Mackie, City Clerk

**MEETING OF:** January 8, 2024

**SUBJECT:** Swearing In of Recently Elected City Councilors

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**INTRODUCTION**

The City of Chehalis had five City Council positions on the November 6, 2023, ballot. Kevin Carns, Tony Ketchum, Jody Kyes, Jerry Lord, and Daryl Lund were elected to fill the five positions. They are scheduled to take the oath of office as part of the swearing-in ceremony on January 8, 2024. Jerry Lord resigned from his previous City Council position in November, as well as the position he was elected to; therefore, he is no longer a member of the City Council.

**BACKGROUND**

The City of Chehalis was incorporated on November 23, 1883, and operates under the laws of the State of Washington applicable to a non-charter Code City with a Council-Manager form of government. The City Council serves as the legislative branch of the City government. The seven City Councilors are the City's only elected officials. There are three (3) At-Large positions and four (4) District Positions. The Mayor is selected by the Council on a biennial basis (every two years) in the January after the preceding November Municipal Elections. The Mayor shall continue to have all of the rights, privileges, and immunities of a member of the City Council.

**NOVEMBER 2023 ELECTION RESULTS**

The seven City Councilors each serve four year terms. The four District positions were up for election in November 2023. The At-Large Position for District No. 2, which has a term ending on December 31, 2025, was also elected because the position was vacated in 2022 and filled by the appointment of Kevin Carns. Councilor Carns filed for election consistent with applicable RCWs to fill the remainder of the Council term he was appointed to complete, which ends on December 31, 2025.

The results of the November 2023 Election are presented below:

<b>Councilor/Position</b>	<b>Term Began</b>	<b>Term Ends</b>
Kevin Carns- Council Position 2 At-Large	June 27, 2022 By Appointment <i>Elected to fill remainder of term</i>	December 31, 2025
Council District 1	Vacant due to resignation	December 31, 2027 <i>The appointed Councilor must file for November 2025 election to complete the unexpired term.</i>
Daryl Lund- Council District 2	January 1, 2024	December 31, 2027
Anthony Ketchum- Council District 3	January 1, 2024	December 31, 2027
Jody Kyes- Council District 4	January 1, 2024	December 31, 2027

Former Councilor Jerry Lord was elected to represent Council District 1; however, he resigned his position due to relocation to another city. The City Council is accepting applications for the vacant position until 2 pm on Thursday, January 11, 2024, and is expected to make an appointment at a special meeting scheduled for Thursday, January 18.

Councilors Carns, Ketchum, Kyes, and Lund are scheduled to be sworn in by taking the oath of office at the City Council Meeting on January 8, 2024. After the official swearing-in ceremony, the City Council will be established for the period of January 1, 2024, through December 31, 2025. The person appointed to fill the District 1 vacancy will be added to the City Council after appointment and taking the oath of office.

#### **CHEHALIS CITY COUNCIL 2024-2025**

<b>Councilor/Position</b>	<b>Term Began</b>	<b>Term Ends</b>
Kate McDougall- Council Position 1 At-Large	January 1, 2022	December 31, 2025
Kevin Carns- Council Position 2 At-Large	June 27, 2022 By Appointment <i>Elected to complete unexpired term</i>	December 31, 2025
Robert (Bob) Spahr- Council Position 3 At-Large	January 1, 2022	December 31, 2025
Council District 1	Vacant	December 31, 2027 <i>The appointed Councilor must file for November 2025 election to complete the unexpired term.</i>
Daryl Lund- Council District 2	January 1, 2024	December 31, 2027
Anthony Ketchum- Council District 3	January 1, 2024	December 31, 2027
Jody Kyes- Council District 4	January 1, 2024	December 31, 2027

#### **FISCAL IMPACT**

There is no fiscal impact.

**RECOMMENDATION**

It is recommended that the City Council accept the election results and conduct the swearing in of the individuals elected to serve their respective terms.

**SUGGESTED MOTION**

There is no suggested motion.





**Chehalis City Council**  
Regular Meeting Minutes  
December 11, 2023  
5:00 p.m.

**Council Present:** Mayor Ketchum, Mayor Pro-Tem Spahr, Councilor Lund, Councilor McDougall, Councilor Carns, and Councilor Pope

**Council Absent:** None

**Staff Present:** Jill Anderson, City Manager; Kassie Mackie, City Clerk; Kevin Nelson, City Attorney; Lance Bunker, Public Works Director; Cassie Frazier, Airport Administrative Assistant; Chun Saul, Financial Director; Adam Fulbright, Fire Chief; Randy Kaut, Police Chief; Sally Saxton, Financial Analyst; Lilly Wall, Recreation Director; Andrew Hunziker, Facilities Manager; Brandon Rakes, Airport Director; Justin Phelps, Wastewater Superintendent; Riley Bunnell, Water Superintendent; Celest Wilder, Capital Projects Manager

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

1. **Call to Order:**  
Mayor Ketchum called the meeting to order at 5:00 p.m.

2. **Pledge of Allegiance**  
Councilor Pope led the flag salute.

3. **Approval of Agenda**

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

**PRESENTATIONS**

4. **Employee Introductions**

5. **Recognition of Councilor Pope for 36 Years of Service on the City Council**  
Mayor Ketchum recognized Councilor Pope with a proclamation in his honor.

Mayor Ketchum passed the mayoral duties to Councilor Pope for the remainder of the meeting in honor of his 36 years of service on the Council.

6. **Experience Chehalis Update**  
Annalee Tobey of Experience Chehalis provided an update on a multitude of projects and accomplishments.

7. **Chehalis Basin Lead Entity and Lewis County Stream Team Update** (Kristen Harma, Bob Russell, Kenna Forschnact)  
Bob Russell and Kristen Harma presented.

## **CONSENT CALENDAR**

8. **Minutes of the Regular City Council Meeting of November 27, 2023** (City Clerk)
9. **Vouchers and Transfers- Accounts Payable in the Amount of \$1,396,166.75** (Finance Director)
10. **Vouchers and Transfers-Payroll in the Amount of \$899,305.68** (Finance Director)
11. **Consider Cancellation of December 25<sup>th</sup> Regular City Council Meeting** (City Clerk)
12. **Contract Award-John Deere FinancialSourcewell Ground Maintenance Contract #031121-DAC**  
(Facilities Manager)
13. **Tyler Technologies Contract for Financial Software System** (Finance Director)
14. **Budgeted Purchase of Fuel for Resale** (Airport Director)

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

## **PUBLIC HEARINGS**

None.

## **CITIZENS BUSINESS**

None.

## **UNFINISHED BUSINESS**

15. **Second Reading of Ordinance No. 1077-B, Utility Tax -B** (Finance Director)

*A motion was made by Mayor Ketchum, seconded by Mayor Pro Tem Spahr to adopt Ordinance No. 1077-B. The motion was carried with Councilor Lund and Councilor Carns opposing.*

16. **Resolution No. 20-2023, Declaring Real Property of the City of Chehalis to be Surplus to Certain Enterprise Funds, and Directing the Transfer Thereof to the Airport Fund** (Airport Director)

*A motion was made by Mayor Pro Tem Spahr, seconded by Mayor Ketchum to waive the rules requiring two readings of a resolution with a budgetary impact. The motion carried unanimously.*

*A motion was made by Mayor Pro Tem Spahr, seconded by Mayor Ketchum to approve Resolution No. 20-2023 on first and final reading. The motion carried unanimously.*

## **NEW BUSINESS**

17. **First Reading of Ordinance No. 1086-B, Amending Chehalis Municipal Code Chapter 12.04 Engineering Development Code** (Public Works Director)  
Capital Projects Manager Celest Wilder presented.

***A motion was made by Mayor Ketchum, seconded by Councilor Lund to waive the rules requiring two readings of an ordinance. The motion carried unanimously.***

***A motion was made by Mayor Ketchum, seconded by Councilor Carns to adopt Ordinance No. 1086-B on first and final reading. The motion carried unanimously.***

## **ADMINISTRATION AND CITY COUNCIL REPORTS**

### **City Manager Update**

City Manager Anderson congratulated Councilor Pope on his retirement, and thanked all in attendance for the farewell reception.

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

Councilor McDougall reported attendance at Experience Chehalis, Juvenile Mentorship, Shelter and Public Health Services meetings.

Councilor Lund announced the ribbon cutting event at Minuteman Press and wished Councilor Pope well.

Mayor Ketchum reported attendance at the Homeless Committee, DNR Funding Seminar, SW Regional Transportation, and United Way meetings.

Mayor Pro Tem Spahr commended the efforts for the Santa Parade and congratulated Councilor Pope on his retirement.

Councilor Pope thanked everyone in attendance, the residents of Chehalis and staff for a wonderful 36 years on the Council.

## **EXECUTIVE SESSION**

### **Pursuant to RCW42.30.110(1)(c)-Sale/Lease of Real Estate**

***Councilor Pope adjourned the regular meeting and Council entered executive session at 6:30 p.m. for 15 minutes or until 6:50 p.m., allowing the public five minutes to exit.***

***Councilor Pope adjourned the executive session at 6:50 p.m.***

## **ADJOURNMENT**

***Councilor Pope adjourned the meeting at 6:50 p.m.***

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Anthony Ketchum, Sr., Mayor

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Attest: Kassi Mackie, City Clerk



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

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

**MEETING OF:** January 8, 2024

**SUBJECT:** 2023 Vouchers and Transfers – Accounts Payable in the Amount of \$876,298.38.

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**ISSUE**

City Council approval is requested for 2023 Vouchers and Transfers dated December 15, 2023.

**DISCUSSION**

The December 15, 2023 Claim Vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers including Electronic Funds Transfer Checks No. 3316 - 3355, 135 - 136 and Voucher Checks No. 137957 - 138087 in the amount of \$876,298.38 dated December 15, 2023, which included the transfer of:

- \$ 256,021.97 from the General Fund
- \$ 20,276.46 from the Street Fund
- \$ 1,635.75 from the LEOFF 1 OPEB Reserve Fund
- \$ 3,986.47 from the Public Facilities Reserve Fund
- \$ 942.12 from the Automotive Equipment Reserve Fund
- \$ 3,849.52 from the Park Improvement Fund
- \$ 605.68 from the Garbage Fund
- \$ 44,313.26 from the Wastewater Fund
- \$ 43,730.10 from the Water Fund
- \$ 7,516.66 from the Storm & Surface Water Utility Fund
- \$ 53,240.76 from the Airport Fund
- \$ 38,680.19 from the Wastewater Capital Fund

- \$ 395,031.93 from the Water Capital Fund
- \$ 37.33 from the Stormwater Capital Fund
- \$ 6,197.43 from the Custodial Court Fund
- \$ 235.75 from the Custodial Other Agency Fund
- \$ 876,298.38 Total Vouchers for December 15, 2023

### **RECOMMENDATION**

It is recommended that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 3316 - 3355, 135 - 136 and Voucher Checks No. 137957 - 138087 in the amount of \$876,298.38.

### **SUGGESTED MOTION**

I move that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 3316 - 3355, 135 - 136 and Voucher Checks No. 137957 - 138087 in the amount of \$876,298.38.

**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 III

**MEETING OF:** January 8, 2024

**SUBJECT:** 2023 Vouchers and Transfers – Accounts Payable in the Amount of \$266,357.12.

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**ISSUE**

City Council approval is requested for 2023 Vouchers and Transfers dated December 29, 2023.

**DISCUSSION**

The December 29, 2023 Claim Vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers including Electronic Funds Transfer Checks No. 3356 - 3387, 137 and Voucher Checks No. 138088 - 138150 in the amount of \$266,766.39 dated December 29, 2023, and Voided Check No. 138066 for the net total of \$266,357.12.

- \$ 90,122.82 from the General Fund
- \$ 15,108.82 from the Street Fund
- \$ 386.02 from the Transportation Benefit District Fund
- \$ 3,875.60 from the LEOFF 1 OPEB Reserve Fund
- \$ 427.44 from the Automotive Equipment Reserve Fund
- \$ 950.00 from the Park Improvement Fund
- \$ 40,198.29 from the Wastewater Fund
- \$ 39,652.00 from the Water Fund
- \$ 2,805.23 from the Storm & Surface Water Utility Fund
- \$ 60,815.10 from the Airport Fund
- \$ 5,809.90 from the Wastewater Capital Fund
- \$ 3,541.53 from the Water Capital Fund

- \$ 76.52 from the Stormwater Capital Fund
- \$ 130.00 from the Firemen's Pension Fund
- \$ 2,867.12 from the Custodial Other Agency Fund
- \$ 266,766.39 Total Vouchers for December 29th, 2023
- \$ <409.27> Voided Check for December 22, 2023
- \$ 266,357.12 Net Total Transfers

### **RECOMMENDATION**

It is recommended that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 3356 - 3387, 137 and Voucher Checks No. 138088 - 138150 in the amount of \$266,766.39 dated December 29, 2023, and Voided Check No. 138066 for the net total of \$266,357.12.

### **SUGGESTED MOTION**

I move that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 3356 - 3387, 137 and Voucher Checks No. 138088 - 138150 in the amount of \$266,766.39 dated December 29, 2023, and Voided Check No. 138066 for the net total of \$266,357.12.



**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:** January 8, 2024

**SUBJECT:** Vouchers and Transfers – Payroll in the Amount of \$1,009,679.05

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**ISSUE**

City Council approval is requested for Payroll Vouchers and Transfers dated December 29,2023.

**DISCUSSION**

The administration requests City Council approval for Payroll Vouchers No. 42378-42396, Direct Deposit Payroll Vouchers No. 17307-17422, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 556-563 dated December 29,2023, in the amount of \$1,009,679.05, which include the transfer of:

- \$662,687.61 from the General Fund
- \$43,642.10 from the Street Fund
- \$3,069.18 from the Transportation Dist Fund
- \$4,650.84 from the LEOFF1 OPEB Reserve Fund
- \$122,371.75 from the Wastewater Fund
- \$118,797.17 from the Water Fund
- \$20,074.16 from the Storm & Surface Water Utility Fund
- \$34,386.24 from the Airport Fund

**RECOMMENDATION**

It is recommended that the City Council approve the December 29,2023, Payroll Vouchers No. 42361-42377, Direct Deposit Payroll Vouchers No. 17307-17422, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 556-563 in the amount of \$1,009,679.05.

**SUGGESTED MOTION**

I move that the City Council approve the December 29,2023, Payroll Vouchers No. 42361-42377, Direct Deposit Payroll Vouchers No. 17307-17422, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 556-563 in the amount of \$1,009,679.05.

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.

Deirdre Stettin

PAYROLL OFFICER

Chun Saul

FINANCE DIRECTOR

CHECK NOS. 42378 THROUGH 42396, DIRECT DEPOSIT CHECK NOS. 17307 THROUGH 17422, ELECTRONIC FEDERAL TAX AND DRS PENSION/DEFERRED COMP PAYMENTS NOS. 556-563 ARE HEREBY APPROVED FOR PAYMENT IN THE TOTAL AMOUNT OF \$1,009,679.05 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

001	GENERAL FUND	\$662,687.61
003	STREET FUND	43,642.10
103	TRANSPORTATION DIST FUND	3069.18
115	LEOFF1 OPEB	4650.84
404	WASTEWATER FUND	122,371.75
405	WATER FUND	118,797.17
406	STORM & SURFACE UTIL FUND	20,074.16
407	AIRPORT FUND	<u>34,386.24</u>
	TOTAL	\$1,009,679.05

## **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, Capital Improvement Project Manager

**MEETING OF:** January 8, 2024

**SUBJECT:** Accepting TIB Arterial Preservation Grant for Pavement Repairs on N. National Avenue from NE Washington Ave to NW Chamber of Commerce Way

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#### **ISSUE**

The City has received funding authorization for 90% of the eligible project costs to a maximum grant of \$623,700 from the Washington State Transportation Improvement Board (TIB) for a grind and inlay of National Ave. from NE Washington Ave to NW Chamber of Commerce Way.

#### **DISCUSSION**

The City has received a grant from TIB in the amount of \$623,700 for a grind and inlay project on National Ave from NE Washington Ave to NW Chamber of Commerce Way. The total project cost is estimated at \$693,000. The difference between the total project cost and the grant amount is a local match requirement of 10%, or \$69,300. The administration is proposing to provide funding for the local match from the Transportation Benefit District Fund.

In August 2023, the City applied to the TIB Arterial Preservation Program (APP) for the National Ave project. The APP was established to address declining street conditions in cities, and is intended to offer critical preservation assistance, and is therefore limited to overlay projects.

On December 1, 2023, the City was notified that it was successful in pursuit of the Arterial Preservation Grant in the amount of \$623,700. This project will provide necessary pavement restoration for this important section of roadway.

#### **FISCAL IMPACT**

The local match is estimated to cost approximately \$69,300. It is proposed that the City's Transportation Benefit District (TBD) funds would be used for the local match if the grant is accepted.

#### **RECOMMENDATION**

The administration recommends the City Council authorize the City Manager to accept funding offered by TIB for improvements to National Ave. in the amount of \$623,700 and authorize the use of funds from the TBD account to cover the \$69,300 local match.

**SUGGESTED MOTION**

I move that the City Council authorize the City Manager to accept funding offered by TIB for improvements to National Avenue in the amount of \$623,700 and to also authorize the use of funds from the TBD account to cover the \$69,300 local match.



Transportation Improvement Board

# Project Funding Status Form

Agency Name: **CHEHALIS**  
Project Name: **2024 National Avenue Overlay**  
**NE Washington Ave to NW Chamber of Commerce Way**

TIB Project Number: **3-W-193(006)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
CHEHALIS	69,300	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>69,300</b>	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title



City of Chehalis  
3-W-193(006)-1  
2024 National Avenue Overlay  
NE Washington Ave to NW Chamber of Commerce Way

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Chehalis  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2024 National Avenue Overlay, NE Washington Ave to NW Chamber of Commerce Way (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Chehalis, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0000 percent of approved eligible project costs up to the amount of \$623,700, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

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

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.





## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



## 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

## 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

---

Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

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Chief Executive Officer

Date

---

Executive Director

Date

---

Print Name

---

Print Name

Arterial Preservation Program (APP)  
***Approved Segment Listing***  
FY 2025 Overlay Program

CHEHALIS

Street	Termini	Pavement Length	Pavement Width
National Avenue	NE Washington Ave to NW Chamber of Commerce Way	2,350 feet	44 feet



# Washington State Transportation Improvement Board

## TIB Members

Chair  
Mayor Glenn Johnson  
City of Pullman

Vice Chair  
Councilmember Sam Low  
Snohomish County

Amy Asher  
Mason Transit Authority

Aaron Butters, PE  
HW Lochner Inc.

Susan Carter  
Hopelink

Kent Cash, PE  
Port of Vancouver

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Dongho Chang, PE  
WSDOT

Scott Chesney  
Spokane County

Vicky Clarke  
Cascade Bicycle Club/Washington Bikes

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City of Sumner

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Councilmember Hilda González  
City of Granger

Commissioner Scott Hutsell  
Lincoln County

Les Reardanz  
Whatcom Transportation Authority

Peter Rogalsky, PE  
City of Richland

Mayor Kim Roscoe  
City of Fife

Maria Thomas  
Office of Financial Management

Jennifer Walker  
Thurston County

Jane Wall  
County Road Administration Board

December 1, 2023

Mr. Lance Bunker  
Public Works Director  
City of Chehalis  
2007 NE Kresky  
Chehalis WA 98532

Dear Mr. Bunker:

Congratulations! We are pleased to announce the selection of your project, 2024 National Avenue Overlay, NE Washington Ave to NW Chamber of Commerce Way, TIB project number 3-W-193(006)-1.

TIB is awarding 90.0000% of approved eligible project costs with a maximum grant of \$623,700.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and, revise if necessary. Sign and email a copy.
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2024 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Chris Langhoff, TIB Project Engineer, at [ChrisL@TIB.wa.gov](mailto:ChrisL@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)

## **CHEHALIS CITY COUNCIL MEETING**

### **AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker, Interim Public Works Director  
Celest Wilder, Capital Improvement Project Manager

**MEETING OF:** January 8, 2024

**SUBJECT:** Accepting TIB Active Transportation Program (ATP) for sidewalk construction and ADA curb ramp Improvements on SW 13<sup>th</sup> Street

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#### **ISSUE**

The City has received funding authorization of 90% of eligible project costs to a maximum grant of \$269,100 from the Washington State Transportation Improvement Board (TIB) for sidewalk construction and ADA curb ramp improvements on SW 13<sup>th</sup> St, from S. Market Blvd to SW William Ave.

#### **DISCUSSION**

The City has received a grant from TIB in the amount of \$269,100 for sidewalk construction and ADA curb ramp improvements on SW 13<sup>th</sup> St between S Market Blvd, and SW William Ave. The total project cost is estimated at \$299,000. The difference between the total project cost and the grant amount is a local match requirement of 10%, or \$29,900. The administration is proposing to provide funding for the local match from the Transportation Benefit District Fund.

In August, the City applied to the TIB Active Transportation Program (ATP) for the SW 13<sup>th</sup> St. project. The ATP was established to provide funding to improve pedestrian and cyclist safety, enhanced pedestrian and cyclist mobility and connectivity, and to improve the condition of existing facilities.

On December 1, 2023, the City was notified that it was successful in pursuit of the Active Transportation Program Grant in the amount of \$269,100. This project will provide necessary ADA curb ramp improvements and connect segmented portions of sidewalk along SW 13<sup>th</sup> St., to enhance pedestrian safety to and from public park facilities.

#### **FISCAL IMPACT**

The local match is estimated to cost approximately \$29,900. It is proposed that the City's Transportation Benefit District (TBD) funds will be used for the local match.

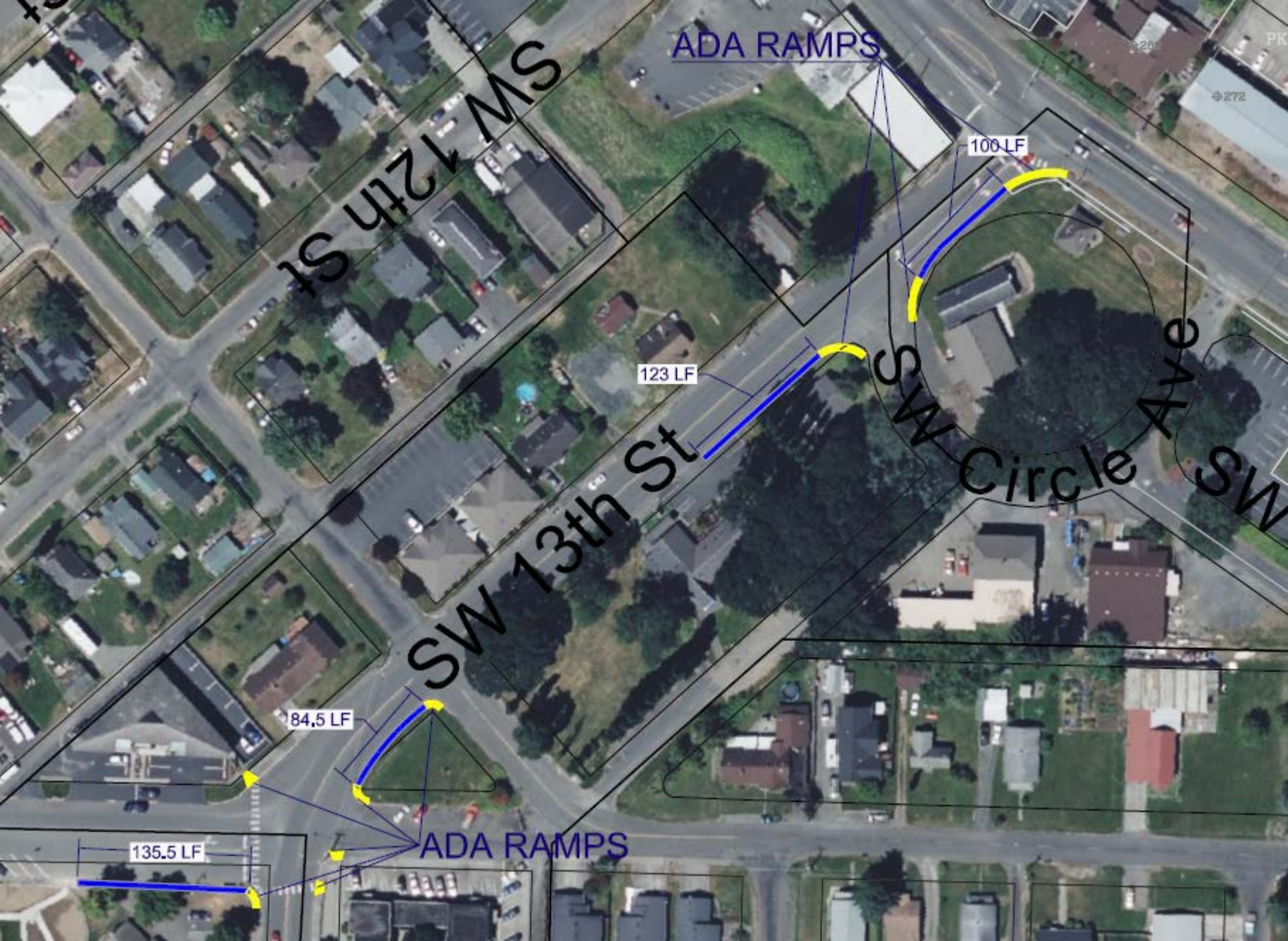
#### **RECOMMENDATION**

The administration recommends City Council authorize the City Manager to accept funding offered by TIB for improvements to SW 13<sup>th</sup> St., in the amount of \$269,100 and authorize the use of funds from the TBD account to cover the \$29,900 local match.

**SUGGESTED MOTION**

I move that the City Council authorize the City Manager to accept funding offered by TIB for improvements to SW 13<sup>th</sup> St., in the amount of \$269,100 and to also authorize the use of funds from the TBD account to cover the \$29,900 local match.





ADA RAMPS

100 LF

123 LF

SW 13th St

SW Circle Ave SW

84.5 LF

ADA RAMPS

135.5 LF



Transportation Improvement Board

# Project Funding Status Form

Agency Name: **CHEHALIS**  
Project Name: **SW 13th Street Sidewalk**  
**SW William Ave to S Market Blvd**

TIB Project Number: **P-W-193(P01)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
CHEHALIS	29,900	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>29,900</b>	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title





City of Chehalis  
P-W-193(P01)-1  
SW 13th Street Sidewalk  
SW William Ave to S Market Blvd

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Chehalis  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the SW 13th Street Sidewalk, SW William Ave to S Market Blvd (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Chehalis, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0000 percent of approved eligible project costs up to the amount of \$269,100, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

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

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



## 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

## 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

---

Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

---

Chief Executive Officer

Date

---

Executive Director

Date

---

Print Name

---

Print Name



# Washington State Transportation Improvement Board

## TIB Members

Chair  
Mayor Glenn Johnson  
City of Pullman

Vice Chair  
Councilmember Sam Low  
Snohomish County

Amy Asher  
Mason Transit Authority

Aaron Butters, PE  
HW Lochner Inc.

Susan Carter  
Hopelink

Kent Cash, PE  
Port of Vancouver

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Dongho Chang, PE  
WSDOT

Scott Chesney  
Spokane County

Vicky Clarke  
Cascade Bicycle Club/Washington Bikes

Mike Dahlem, PE  
City of Sumner

Commissioner Al French  
Spokane County

Councilmember Hilda González  
City of Granger

Commissioner Scott Hutsell  
Lincoln County

Les Reardanz  
Whatcom Transportation Authority

Peter Rogalsky, PE  
City of Richland

Mayor Kim Roscoe  
City of Fife

Maria Thomas  
Office of Financial Management

Jennifer Walker  
Thurston County

Jane Wall  
County Road Administration Board

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)

December 1, 2023

Mr. Lance Bunker  
Public Works Director  
City of Chehalis  
2007 NE Kresky  
Chehalis WA 98532

Dear Mr. Bunker:

Congratulations! We are pleased to announce the selection of your project, SW 13th Street Sidewalk, SW William Ave to S Market Blvd, TIB project number P-W-193(P01)-1.

TIB is awarding 90.0000% of approved eligible project costs with a maximum grant of \$269,100.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and, revise if necessary. Sign and email a copy.
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project;
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2024 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Chris Langhoff, TIB Project Engineer, at [ChrisL@TIB.wa.gov](mailto:ChrisL@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures

**CHEHALIS CITY COUNCIL MEETING**  
**AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**MEETING OF:** January 8, 2024

**SUBJECT:** Continuation of Services by TRJ Planning, Inc. during the search for a new Community Development Director

---

**BACKGROUND**

The City hired TRJ Planning to assist the Community Development Department with a wide range of projects and activities after the departure of the former Planning and Building Manager in July 2023. The work done by TRJ Planning has been instrumental in advancing several projects and serving as staff liaison to the Planning Commission. It is anticipated that the planning services provided by TRJ Planning will be needed in 2024 as the City continues the search for a Community Development Director, so the contract is being presented for City Council approval.

**DISCUSSION**

The expertise and support provided by TRJ Planning Inc. has been invaluable, especially in the context of the current staffing vacancy. Their continued involvement is essential to maintain the momentum and quality of our planning projects during this interim period.

**FISCAL IMPACT**

The cost of TRJ Planning Inc.'s services will depend on the extent of the projects the firm is able to accomplish and the continuing needs of the City. These expenses were anticipated during the preparation of the 2024 Budget and are anticipated to be covered by the allocated funds in the Planning and Building Divisions 2024 budget for professional services. Additionally, the salary savings from the vacant Community Development Director position will help offset these costs.

**RECOMMENDATION**

It is recommended that the City Council approve the continuation of the contract with TRJ Planning, Inc. as outlined in the attached contract and authorize the expenditures associated with the contracted services as approved by the City Manager.

**SUGGESTED MOTION**

I move that the City Council approve the continuation of contract with TRJ Planning, Inc. as outlined in the attached contract and authorize the expenditures associated with the contracted services as approved by the City Manager.

**ATTACHMENTS**

- Contract with TRJ Planning Inc.



AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF CHEHALIS AND TRJ PLANNING INC.

THIS AGREEMENT, is made this 8<sup>th</sup> day of January, 2024, by and between the City of Chehalis (hereinafter referred to as "City"), a Washington Municipal Corporation, and TRJ Planning Inc. a Washington Corporation. (hereinafter referred to as "Service Provider"), doing business at 1417 NW 102<sup>nd</sup> St., Vancouver WA, 98685.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of such on call services as Land Use Planning, Long Range Planning and services related to City Annexations, Comprehensive Plan Amendments, Code Amendments, and Project Review as needed, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. Description of Work. Service Provider shall perform work as described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
2. Payment.
  - A. The City shall pay Service Provider at the rate set forth in the annual rate sheet for the calendar year in which the services are performed. The current rate sheet is included as Exhibit B for the services described in this Agreement.
  - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
  - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
  - D. If any undisputed amounts invoiced hereunder are not received by Consultant by the due date, then at Consultant's discretion, such amounts may accrue late interest at the rate of 1.0% of the outstanding amount per month or the maximum rate permitted by law, whichever is lower. If any undisputed amounts invoiced hereunder are more than 30 calendar days past due, then Consultant may, without limiting its other rights and remedies, suspend providing services under this Agreement until such amounts are paid in full.

3. Relationship of Parties. The parties intend that an independent contractor client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.
4. Services Performed. City of Chehalis Land Use Planning Services.
5. Duration of Work. Service Provider shall perform the work described at the City's request, as needed.
6. Termination.
  - A. Termination Upon the City's option. The City shall have the option to terminate this Agreement at any time, for any reason. Termination shall be effective upon thirty (30) days written notice to the Service Provider.
  - B. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
7. Nondiscrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. Indemnification / Hold Harmless. The Service Provider shall fully protect, defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The Service Provider's obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries, damages, losses and suits arising out of or in connection with the acts and omissions of Service Provider's employees, contractors, consultants and agents.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance Title 5 1 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

9. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, 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 Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - A. Minimum Amounts and Scope of Insurance. Consultant shall obtain insurance of the types and with the limits described below:
    1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. 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 \$1,000,000 each occurrence, \$1,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
    3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
    4. Professional Liability with limits no less than \$1,000,000 per claim and
  - B. \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
    1. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
    2. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
    3. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.

4. Notice of Cancellation, The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
5. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
10. Entire Agreement. The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
11. City's Right of Supervision, Limitation of Work Performed by Service Provider. Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
12. Work Performed at Service Provider's Risk. Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
13. Ownership of Products and Premises Security.
  - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
  - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
14. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
15. Assignment. Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.

16. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
17. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.
18. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue shall be Lewis County Washington.
19. **Public Records Disclosure.** Service Provider shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by Service Provider and related to the services performed under this Agreement. Upon written demand by the City, the Service Provider shall furnish the City with full and complete copies of any such records within five business days.
20. **Service Provider's failure to timely provide such records upon demand shall be deemed a breach of this Agreement.** To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Service Provider shall fully indemnify and hold harmless the City as set forth in Section 8. For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF CHEHALIS

By: \_\_\_\_\_  
City of Chehalis

SERVICE PROVIDER

By: \_\_\_\_\_  
TRJ Planning Inc.

CITY CONTACT

Jill Anderson, City Manager, City of Chehalis  
1321 S Market Blvd.  
Chehalis, WA 98532  
Phone: (360) 345-2229

SERVICE PROVIDER CONTACT

TRJ Planning Inc.  
1417 NW 102<sup>nd</sup> St.  
Vancouver, WA 98685  
360-310-9409

ATTEST/AUTHENTICATED

By: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_

City Attorney

EXHIBIT A  
Professional Service Agreement  
TRJ Planning Inc.  
Effective Date: July 20, 2023

At the request and direction of the City of Chehalis, the Service Provider shall perform the following services as required.

Land Use Planning Services: Perform all services normally and customarily associated with Land Use Planning and City Long Range Planning as directed by the City Manager or her representative.

EXHIBIT B  
Professional Service Agreement  
Annual Rate Sheet  
TRJ Planning Inc.  
Effective Date: January 1, 2024

Planning Services

Senior Planner or Senior Associate (Todd Johnson at \$150/hour)	\$140-180/hour
Assistant Planner	\$80-100/ Hour
Permit technician	\$50/ Hour
Clerical Services	\$35/ Hour

Reimbursable Expenses

Printing, copying, scanning	\$0.15 per page
Outside Printing, copying, scanning	Cost plus 15%
Mileage	IRS Standard Mileage rate per mile (0.655 as of 1/1/2023)
Travel expenses	if necessary, per the Washington State Per diem rate tables
Outside Consultants	Cost plus 15%



**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:** January 8, 2024

**SUBJECT:** Award of Contract for Fuel Services Provider and Acceptance of Card Processing Agreement at Chehalis-Centralia Airport to Epic Aviation, LLC

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**ISSUE**

The Chehalis-Centralia Airport has evaluated proposals from potential fuel supplier service providers through a competitive bidding process. The purpose of this report is to recommend the award of the contract for fuel supplier services at Chehalis-Centralia Airport to Epic Aviation, LLC.

**DISCUSSION**

The City of Chehalis initiated a Request for Proposals (RFP) process to select a qualified and reliable fuel services provider for Chehalis-Centralia Airport. The primary objective is to ensure the provision of high-quality aviation fuel services that meet the needs of airport users, including both general aviation and commercial operators.

Four companies submitted proposals. Airport staff thoroughly reviewed each proposal based on predefined criteria, including pricing, experience, reliability, safety records, and overall capability to meet the airport's fueling requirements. A review of the submittals followed, and after careful review, Epic Aviation, LLC was selected to proceed with contract negotiations.

After careful consideration and evaluation, Epic Aviation, LLC emerged as the most suitable candidate to fulfill the fuel services contract for Chehalis-Centralia Airport. Epic Aviation, LLC has a proven track record in the aviation fuel industry, and at the Chehalis-Centralia Airport in providing reliable and high-quality services to airports nationwide. The company's experience, competitive pricing, and commitment to safety align with the airport's goals and requirements.

The proposed contract with Epic Aviation, LLC includes the provision of aviation fuels, including but not limited to Jet-A and Avgas at the airport.

The term of the proposed agreement is for one year from the effective date of February 6, 2024, subject to the minimum purchase requirement of 158,000 gallons. If the Airport fails to purchase the minimum volume in the initial term the agreement will automatically extend one year. After the expiration of the initial term the agreement shall automatically renew up to four more year unless either party provides ninety-days notice of intent to terminate.

**FISCAL IMPACT**

There is no direct charge for entering the contract with Epic Aviation, LLC. The charges will be accumulated when fuel is purchased in the form of credit card fees on fuel sales and the procurement of fuel for resale. Both of these costs have been estimated and are included in the 2024 Budget. Also, both of these costs have a direct correlation with the revenue the Airport will generate from the sale of fuel.

**RECOMMENDATION**

It is recommended the City Council approve the contract for fuel purchasing and the associated credit card agreement with Epic Aviation, LLC and authorize the City Manager to execute all necessary documents.

**SUGGESTED MOTION**

I move that the City Council approve the contract for fuel purchasing and the associated credit card agreement with Epic Aviation, LLC and authorize the City Manager to execute all necessary documents.

**FUEL PURCHASE AGREEMENT**

**Summary of Terms**

**A. PURCHASER:** Chehalis-Centralia Airport  
Chehalis-Centralia Airport – CLS (the “**Airport**”)  
900 NW Airport Way  
Chehalis, WA 98532-1306

**SELLER:** EPIC Aviation, LLC  
222 W. Las Colinas Blvd. Ste 1425N  
Irving, TX 75039

**B. TYPE OF FUEL (“Fuel”):**

- ☒ Jet A Turbine Fuel meeting ASTM D 1655 latest revision (“**Jet A**”)  
☒ 100LL Aviation Gasoline meeting ASTM D 910 latest revision (“**AvGas**”)

**C. PRODUCT QUANTITY:** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase exclusively from Seller, all of Purchaser’s requirements for Fuel during the Term of this Fuel Purchase Agreement (“**Agreement**”). Purchaser’s projected requirements for Fuel purchases during the Initial Term are set forth on Attachment A to this Agreement.

**D. PRICE:**

**1. Jet A:** The delivered Jet A price shall be Platts Los Angeles Mean prior week’s average on date of lifting, plus \$0.154 per gallon, together with: (a) all applicable Taxes (as defined in Section 6 of the Terms and Conditions), fees or other charges of whatever kind or nature, levied or imposed by any third party, whether directly or indirectly, on Fuel furnished to Purchaser; (b) fuel additive charges, applicable fees and surcharges; and (c) all charges, costs or expenses related to the procurement of Fuel as reasonably determined by Seller from time to time. If the cost of providing Fuel to Purchaser increases, Seller may adjust pricing upon notice to Purchaser. Notwithstanding the foregoing, pricing changes due to an increase in cost caused by official government action, including, without limitation, the action of any governmental authority, regulatory body, governmental agency or the like, whether domestic or foreign, shall be effective from the date of the increase in cost, regardless of whether notice has been provided to Purchaser. If sufficient Fuel is not available at the primary supply terminal in Tacoma, WA, whether due to a fuel outage or otherwise, Seller shall procure Fuel from its lowest-cost alternative. In this case, the Jet A price shall be Seller’s price on date of lifting, which Seller shall establish in its discretion based on market conditions or other information deemed pertinent by Seller, plus: (a), (b) and (c) above.

**2. AvGas:** Seller’s delivered price on date of lifting, which Seller shall establish from time to time, in its discretion, based on market conditions or other information deemed pertinent by Seller, plus: (a) all applicable Taxes (as defined in Section 6 of the Terms and Conditions), fees or other charges levied or imposed, whether directly or indirectly, on Fuel furnished to Purchaser; and (b) fuel additive charges, applicable fees and surcharges. Seller may adjust pricing upon notice to Purchaser. Notwithstanding the foregoing, pricing changes due to an increase in cost caused by official government action, including, without limitation, the action of any governmental authority, regulatory body, governmental agency or the like, whether domestic or foreign, shall be effective from the date of the increase in cost, regardless of whether notice has been provided to Purchaser.

**E. DELIVERY:** Unless Purchaser or its agents obtain Fuel from the terminal, delivery shall be FCA Purchaser’s facilities. Seller’s liability relating to the Fuel, risk of loss and (subject to Purchaser’s payment obligations and security interests held by Seller) title shall pass to Purchaser when Fuel passes the flange between the carrier’s delivery line and Purchaser’s tank. Unless otherwise agreed in writing, the minimum delivery of Fuel shall be a full standard transport tanker load (or the maximum allowed by law). Seller reserves the right to impose a surcharge for deliveries of less than a full tanker load. Delivery shall be into tanks designated by Purchaser. Purchaser covenants that designated tanks and containment areas have been inspected and approved by the appropriate regulatory agencies. Purchaser will be responsible for all unloading

operations and shall assume responsibility of spillage or contamination of the Fuel after it leaves the end of any properly operating hose provided by Seller’s carrier. Fuel quantity shall be in U.S., gallons, measured by the same method (net or gross) utilized in Seller’s acquisition of the Fuel. To be valid, any claim by Purchaser concerning the quantity of Fuel delivered must be made within twenty-four (24) hours of delivery. **TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM WILL BE EFFECTIVE UNLESS DELIVERED WITHIN THE SPECIFIED PERIOD.**

- F. EFFECTIVE DATE:** February 6, 2024 (the “Effective Date”)
- G. TERM:** One (1) year from the Effective Date, subject to the minimum purchase requirements of Section 10 of the Terms and Conditions.
- H. PAYMENT TERMS:** Net thirty (30) days EFT, as modified from time to time by Seller in accordance with Section 5 of the Terms and Conditions.
- I. NOTICES:**

***If to Seller:***

Address: EPIC Aviation, LLC  
222 W. Colinas Blvd.  
Suite 1425 N  
Irving, Texas 75029  
Attention: Chief Financial Officer  
Phone: 866-501-3742  
E-mail: [legal@epicfuels.com](mailto:legal@epicfuels.com)

***If to Purchaser:***

Address: Chehalis-Centralia Airport  
PO Box 1344  
Chehalis, WA 98532-0318  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

- J. ADDITIONAL PROVISIONS:** The Terms and Conditions beginning on Page 3 of this Agreement are incorporated by reference. In the event of any conflict between any term contained in this Agreement and the Terms and Conditions, the provisions of the Terms and Conditions shall control. The following attachments are incorporated into this Agreement.
- Attachment A: Projected Fuel Requirements
  - Attachment B: Credit Card Processing Agreement

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement to be effective as of the Effective Date.

**EPIC Aviation, LLC**  
**(“Seller”)**

**Chehalis-Centralia Airport**  
**(“Purchaser”)**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

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

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

## Fuel Purchase Agreement

### TERMS AND CONDITIONS

The following Terms and Conditions constitute the general terms and conditions governing the transactions contemplated in the preceding Summary of Terms. Any conflicting term or condition on the part of Purchaser shall be deemed superseded and replaced by these Terms and Conditions as a condition of sale. Any additional or subsequent term or condition of Purchaser shall not be binding on Seller, and all such conditions are hereby expressly rejected, unless specifically agreed to in a writing signed by an officer of Seller.

**1. Use of Brand Names.** Purchaser shall sell the Fuel and any other products purchased hereunder (“**Branded Products**”) only under the brand names and/or trademarks owned or licensed from time to time by Seller (“**Brand Names**”) and shall have the right to display the Brand Names, but only for the purpose of properly identifying and advertising Branded Products handled by Purchaser and in a manner and in forms satisfactory to Seller in Seller’s sole judgment. Purchaser must receive prior written approval from Seller before installing anything that includes the Brand Names at any location. Purchaser shall not sell products other than the Branded Products under the Brand Names. Any use of the Brand Names other than as expressly authorized by this Agreement is prohibited. Seller has the right to change the Brand Names under which it sells Branded Products. In the event Seller no longer has the right to sell or to authorize Purchaser to sell Branded Products under its current Brand Names, or Seller elects to change the Brand Names under which it sells Branded Products, this Agreement shall continue and Purchaser shall, upon instruction from Seller, remove or replace any such display or identification and shall use only such Brand Names as may then be authorized by Seller. Purchaser shall be responsible for obtaining all necessary permits and for installation of all signage displaying the Brand Names including (without limitation) all electrical and other connections. If any signage displaying the Brand Names is damaged, lost or destroyed while in Purchaser’s use, possession or control, Purchaser agrees to repair, recover or replace such property promptly, at Purchaser’s expense. Upon termination or expiration of this Agreement, Purchaser shall, at its expense, de-install and return to Seller all salvageable signage and remove all other items containing the Brand Names.

**2. Conduct of Business.** Purchaser recognizes that it is in the interest of the parties to this Agreement for Purchaser to conduct its business to reflect favorably on the parties and to promote public acceptance of the Brand Names, Branded Products, and related services. In recognition of such objectives, Purchaser agrees to: (a) maintain all premises, including buildings, rest rooms, driveways, grass, planting areas and storage areas, in good, clean, neat, safe, and healthful condition, with all necessary painting and repairs being made thereto; (b) equip aviation retail outlets to provide services comparable with competitive outlets; (c) keep all equipment neat, clean, and in good repair; (d) properly identify equipment used to dispense the Branded Products with decals that may be required by applicable laws, rules, and regulations; (e) where required according to Seller’s specifications, keep any signs, logos, and other identification using the Brand Names clean, in good repair, and painted; (f) ensure that all employees at Purchaser’s aviation retail outlets at all times present a good personal appearance; observe clean, neat and safe working habits, and render prompt, courteous, and honest treatment to customers; and (g) comply with other directives from Seller that are reasonably necessary to promote Seller’s brand.

**3. Seller Cards, Programs, Contract Fuel and Transaction Processing.** Purchaser shall accept and promote all of Seller’s issued or supported credit or payment cards and shall participate in and promote all of Seller’s incentive, rewards or marketing programs. In the event Purchaser engages in contract fuel sales, it shall exclusively use Seller’s contract fuel program for contract-fuel transactions. Purchaser shall use Seller’s software, platforms, payment portals and Seller’s approved network of vendors to process all fuel transactions, including without limitation: buyback, reseller and contract fuel transactions, retail credit card or fuel card transactions, and all other fuel transactions involving third-party payment mechanisms or vendors.

**4. Compliance with Laws and Operating Guidelines.** Purchaser shall comply with industry standards and all applicable laws, ordinances, regulations, judicial and administrative orders, and other legal requirements of all government authorities (whether federal, state, municipal, or other) pertaining to this Agreement, and the purchase, loading, storage, transportation, handling, dispensing and sale of petroleum products. Purchaser shall maintain the quality of the Branded Products and strictly comply with all guidelines pertaining to the receipt, storage, handling and dispensing of aviation fuel set forth in Seller’s “Manual of Operational Guidelines and Best Practices,” as updated from time to time by Seller, a copy of which Purchaser acknowledges having received. Purchaser shall exercise extreme caution in the receipt, storing, handling, and dispensing of aviation fuels, including daily inspection of all storage and dispensing equipment to prevent or

eliminate contamination in any form. Purchaser shall ensure and provide documentation that all personnel involved in the handling of fuels and fueling of aircraft are properly trained in all aspects of aviation fuel handling, including misfueling prevention. Seller may audit Purchaser's fuel quality control documentation and the training records of line service personnel from time to time in its reasonable discretion. Purchaser shall notify Seller in writing within twenty-four (24) hours of any misfueling event occurring at Purchaser's business location, regardless whether Purchaser or its agents caused such event. In the event of a fuel spill, Purchaser shall take immediate action to clean up the spill and prevent further damage. Adulteration, commingling, mislabeling or misbranding of aviation fuel is absolutely prohibited. Purchaser represents and warrants that all Fuel and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use.

**5. Invoices; Modification of Payment Terms; Late Payments.** Seller shall deliver an invoice to Purchaser, by electronic mail or such other means as Seller may adopt or approve from time to time, for each Fuel load purchased under this Agreement. Purchaser shall give Seller written notice of any error or discrepancy appearing on any invoice before payment is due to Seller. Purchaser shall pay all invoiced amounts to Seller via electronic funds transfer initiated by Seller. The payment terms set forth in Section H of the Summary of Terms may be modified by Seller from time to time in Seller's reasonable discretion based on Purchaser's payment history, credit rating, market conditions or other pertinent information. Purchaser and Seller shall be responsible for their respective banking charges. Notwithstanding any disputes regarding quality, quantity or any other matter, Purchaser waives any right of set-off or adjustment against payments due to Seller under this Agreement. Purchaser shall initially pay the full amount due under any invoice and any disputes shall be resolved between Purchaser and Seller after such payment has been made. Thereafter, any refund due to Purchaser shall be paid by Seller. Without limiting the generality of the foregoing, in no event shall Purchaser have the right to withhold payment of any undisputed amounts or fees. If Purchaser fails to pay any amounts payable hereunder when due, then Seller shall have the right in its sole discretion to (a) impose a late payment penalty of up to eighteen percent (18%) on the entire amount of the unpaid balance; and/or (b) charge interest on the unpaid balance at the lesser of (i) eighteen percent (18%) or (ii) the maximum rate permitted by law, prorated daily based on a 360-day year. Any waiver by Seller of late penalties or interest charges on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges in connection with other or subsequent invoices. Seller reserves the right to apply Purchaser's payments to any outstanding invoices or obligations of Purchaser, as determined by Seller in its sole discretion, without regard to the aging of any account.

**6. Taxes and Other Charges.** Purchaser shall pay all domestic and foreign taxes, assessments, fees, duties, tariffs, impositions and/or other charges, of whatever kind or nature, whether known or unknown, now or hereafter existing or imposed by any governmental or quasi-governmental or airport authority or any public or private party, directly or indirectly, on the goods and services sold pursuant to this Agreement, including but not limited to taxes, assessments, fees, duties, impositions and/or other charges, of whatever kind or nature, imposed based upon the production, manufacture, delivery, sale, importation, inspection, storage, handling, use, consumption, resale, exportation or importation of the Fuel or any component thereof, or any feature of service related thereto, and excepting only taxes imposed upon Seller based upon its net income or revenues (collectively, "**Taxes**"). Seller shall collect and remit all applicable federal and states Taxes as required by law. Purchaser shall collect and pay all local, municipal, or county Taxes, and/or flowage fees, if any, and Seller shall have no responsibility for the collection and remittance of such Taxes or fees. If Purchaser is entitled to purchase products free of any Tax, Purchaser shall furnish to Seller valid exemption certificates relating to those Taxes. Purchaser acknowledges and agrees that it remains solely and exclusively responsible for all Taxes and will indemnify Seller against any liability for such Taxes, regardless of whether such Taxes are included in Seller's invoice to Purchaser. Purchaser's indemnity obligation shall extend to Taxes that are imposed or assessable due to any change or reinterpretation of the laws, rules or policies relating to such Taxes, or any exemptions from such Taxes, and to any Taxes for which an exemption had been claimed but which are subsequently imposed or deemed applicable based upon the rejection of the claimed exemption by any federal, state or local governmental agency or airport authority.

**7. Insurance.** Purchaser shall maintain at its sole cost, at all times during the term of this Agreement, the insurance coverage and minimum policy limits set forth below, with insurance carriers reasonably satisfactory to Seller:

- A commercial liability policy with products liability, bodily injury and property damage liability of not less than \$1,000,000 per occurrence.
- Automobile liability for owned, hired, and non-owned automotive equipment with a limit of liability of not less than \$1,000,000 per occurrence.

Purchaser shall name Seller as an additional insured on such policies, which shall also provide Seller with at least thirty (30) days' notice prior to any cancellation. Purchaser shall provide Seller with a certificate of insurance at the time of the signing of this Agreement and ensure an updated copy is sent to Seller upon renewal. These certificates shall be sent to the Seller's address with Attn: Insurance Coordinator.

**8. Indemnity and Limitation of Liability.** Purchaser shall indemnify, defend, and hold harmless Seller, any entity controlled by or under common control with Seller, and their respective directors, officers, agents, and employees, from and against all expense (including attorneys' fees), liability, and claims of whatsoever kind and nature including but not limited to those for damage to property (including Purchaser's property) or injury to or death of persons (including Purchaser), directly or indirectly resulting, or alleged to have resulted, from anything occurring from any cause on or about Purchaser's business operation or location, or in conjunction with the receipt, sale, transfer, storage, handling, dispensing or use of the Fuel or other Branded Products or the maintenance, upkeep, repair, replacement, operation, or use of any premises or equipment owned and/or operated by Purchaser, or anything located thereon. **IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND, HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.**

**9. Limited Warranty, Inspection and Disclaimer.** Seller warrants that Fuel sold under this Agreement will meet the specification set forth in Section B of the Summary of Terms. Purchaser shall have the right and obligation, pursuant to industry standards and at its own expense, to inspect or test, at the time of Fuel delivery, any Fuel purchased pursuant this Agreement prior to accepting delivery of such Fuel. If any Fuel does not conform to the specifications set forth in the attached Summary of Terms, Purchaser shall have the right, by written notice to Seller, to either reject such Fuel or require its correction. Fuel that does not conform to applicable specifications shall be corrected or removed at the expense of Seller after receiving written notice of non-conformity; provided that Seller is first given the opportunity to inspect the Fuel and investigate the non-conformity. If Purchaser restricts Seller from conducting an inspection and investigation, or if after investigation it is determined that such Fuel has been altered, combined with other products, stored or used in violation of applicable industry standards, or otherwise made non-conforming by Purchaser or its agents, removal and replacement of Fuel shall be at Purchaser's sole expense. **CLAIMS OF NON-CONFORMITY FOR QUALITY OR OTHERWISE MUST BE MADE WITHIN FORTY-EIGHT (48) HOURS AFTER DELIVERY. TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM WILL BE EFFECTIVE UNLESS DELIVERED WITHIN THE SPECIFIED PERIOD.**

**EXCEPT AS EXPRESSLY STATED IN THIS SECTION 9, SELLER MAKES NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR THE PARTICULAR PURPOSE OR OTHER IMPLIED WARRANTIES OF ANY NATURE WHATSOEVER.**

**10. Term and Renewal.** This Agreement shall commence on the Effective Date and shall continue for the term set forth in Section G of the Summary of Terms ("**Initial Term**"). Purchaser estimates its total requirements for Fuel during the Initial Term will be 158,000 gallons ("**Minimum Volume**"). If Purchaser fails to purchase the Minimum Volume prior to the expiration of the Initial Term, the Initial Term shall be automatically extended until such time as Purchaser has purchased the Minimum Volume from Seller. After the expiration of the Initial Term, this Agreement shall be automatically renewed for four (4) more subsequent periods of one (1) year each unless either party gives written notice to the other of its intent to terminate at the end of the then-current term at least ninety (90) days and no more than one hundred twenty (120) days prior to the end of the then-current term (each, a "**Renewal Term**"). After a total of Five (5) years, the term shall be extended on a month-to-month basis unless either party gives written notice to the other of its intent to terminate. Such notice shall be delivered at least 90 days prior to the end of the current term. The Initial Term and any subsequent Renewal Terms shall be collectively referred to as the "**Term**."

**11. Liquidated Damages.** Purchaser has received discounted pricing based on its agreement to purchase the Minimum Volume. The parties acknowledge that if Purchaser discontinues purchasing Fuel from Seller under this Agreement for any reason (whether voluntarily, involuntarily or by operation of law), other than as a result of Seller's material breach of this Agreement ("**Discontinuance**"), Seller will incur substantial economic damages and losses of the type and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by Seller of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such Discontinuance, Purchaser agrees that liquidated damages may be assessed and recovered by Seller against Purchaser upon the occurrence of a Discontinuance, without the Seller being required to present any evidence of the amount or character of actual damages sustained by reason thereof. To that end, Seller and Purchaser agree that Purchaser shall pay



Seller liquidated damages, as calculated below, if Purchaser fails to purchase at least the Minimum Volume as a result of a Discontinuance. Liquidated damages shall be equal to \$.277 per gallon, multiplied by the difference between the Minimum Volume and the number of gallons of Fuel actually purchased by Purchaser at the time of the Discontinuance. Such liquidated damages are intended to represent estimated actual damages, including the recovery of discounts provided, lost earnings and administrative costs and are not intended as a penalty, and Purchaser shall pay them to Seller without limiting Seller's right to terminate this Agreement for default as provided elsewhere herein. Liquidated damages shall be due and payable within ten (10) days of Seller's written demand.

**12. Reimbursement of Costs Upon Discontinuance.** Purchaser acknowledges and agrees that Seller may incur expenses or make investments for the benefit of Purchaser during the term (or upon the termination) of this Agreement, including without limitation, expenses or investments relating to: the installation or removal of signage or credit card equipment; the provision of general or specialized training; the provision of marketing credits or assistance; or the provision of managerial or operational assistance (collectively "**Seller's Costs**"). In the event of a Discontinuance (as defined in Section 11) before the expiration of its then current term (the "**Current Term**"), Purchaser shall, within ten (10) days of Seller's written demand, repay Seller a proportional share of any and all of Seller's Costs incurred or expended during the Current Term, based on the time remaining in the Current Term at the time of Discontinuance. For example, if Seller's Costs during a Current Term were \$10,000.00, the Current Term was for five years, and Purchaser discontinued purchasing Fuel on the last day of the third year, Purchaser would be obligated to repay Seller \$4,000.00.

**13. Breach and Termination.** In the event Purchaser breaches its payment obligations under this Agreement or commits a breach of its duties or obligations under this Agreement in a manner that impacts, or threatens to impact, human health, safety, the environment, Seller's reputation or Seller's long-term business interests, Seller may immediately take one or more of the actions set forth below in subsections (a) through (d); namely:

(a) Seller may declare all amounts owed to it by Purchaser, or that will be owed to it by Purchaser after or by virtue of the termination of this Agreement, immediately due and payable and, in addition to the exercise of any of its other rights available under this Agreement or otherwise, may suspend its performance under or terminate this Agreement immediately, without giving Purchaser notice or an opportunity to cure.

(b) Seller or its agents may enter into any of Purchaser's facilities without prior notice or legal process and repossess any personal property of whatever type or description: (i) owned by Seller or in which Seller maintains a security interest; or (ii) leased by Seller or its agents to Purchaser, regardless of whether such property is subject to a separate lease agreement. In the event a lease agreement pertaining to such property, whether executed previously or subsequent to the Effective Date of this Agreement, the parties do not intend the terms of such lease agreement to supersede the terms of this Section 13 and any such agreement shall automatically terminate upon termination of this Agreement or the repossession of the subject property by Seller as allowed by this Section 13. Any Fuel on board repossessed property shall become the property of Seller but will be credited against any amounts owed to Seller by Purchaser at the market price on the day of repossession, provided, and only to the extent, that such Fuel meets the specifications set forth on page one of this Agreement. Purchaser shall use its best efforts to assist Seller in completing the foregoing repossession. Seller's actions in aid of repossession shall not preclude Seller from pursuing any other remedies provided by law or this Agreement and shall not operate as a waiver of any amounts due or owing from Purchaser to Seller or any damages to which Seller may be entitled under this Agreement or otherwise.

(c) Seller may apply, as an offset against amounts owed to it by Purchaser, any amount Seller either then or thereafter may owe to: (i) Purchaser; (ii) any affiliate or other entity that owns, is owned by, or is under common ownership with Purchaser; or (iii) any guarantor of Purchaser's payment obligations under this Agreement. Purchaser represents and warrants that it is authorized to make the commitment set forth in this Section 13(c).

(d) Seller may pursue any other available form of legal recourse, or pursue any other remedy allowed by law, this Agreement, or any other agreement between Purchaser and Seller or any subsidiary or affiliate of Seller, including but not limited to applying the proceeds of Purchaser's credit card vouchers as a set off against Purchaser's account in the form of a credit memo, reducing the amount owed by Purchaser to Seller, as authorized by that certain Card Processing Agreement between Purchaser and EPIC Card Services, LLC.

Except as set forth above, upon the occurrence of a breach of this Agreement the non-breaching party shall give written notice to the breaching party describing the breach. Upon receipt of such notice the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within this thirty (30) day period, the non-breaching party may



terminate this Agreement. Except as otherwise expressly provided in this Agreement, no remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative. The exercise of a party's right to terminate this Agreement pursuant to this Section 13, or to seek any other remedy provided by law or this Agreement, shall not be deemed an election of remedies and shall be without prejudice to any right to seek any other remedy provided by this Agreement or afforded by law.

**14. Security Interest.** These terms and conditions, in particular, the terms and conditions as set forth in this Section 14, constitute a security agreement under the Uniform Commercial Code or similar code of a foreign country. Purchaser, in order to secure payment for amounts due from Purchaser to Seller and in consideration of any credit terms extended to Purchaser (including, without limitation, any future advances by Seller to Purchaser), hereby grants Seller a first-priority security interest in all product and services until such time as all amounts due from Purchaser to Seller are paid in full ("**Collateral**"). Purchaser agrees that from time to time, at the expense of Purchaser, Purchaser will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Seller may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Seller to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Moreover, Purchaser hereby authorizes Seller to file one or more financing or continuation or similar statements, and amendments thereto, relative to all or any part of the Collateral without the further signature or consent of Purchaser to perfect Seller's security interest provided herein, where permitted by law. This security agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment in full of all amounts due under from Purchaser to Seller, (b) be binding upon Purchaser, its successors and assigns, and (c) inure to the benefit of Seller and its successors, transferees and assigns. In the event Purchaser fails to make full payment when due, Purchaser acknowledges and agrees that Seller (or any affiliated company) may, in addition to all other rights and remedies, invoke any and all statutory or equitable lien rights or those of any participating aviation merchants in connection with the enforcement of Seller's right to payment under this Agreement, and hereby authorizes Seller to file a lien for the unpaid charges, plus late fees at 12% APR, aircraft title search fees, filing fees, collection costs and attorney fees, against any aircraft for which charges were incurred and made to Purchaser's Seller account. Purchaser represents and warrants that Purchaser either owns the aircraft for which goods and services are purchased or is lawfully possessed of the aircraft with the owner's express consent to purchase goods and services for the aircraft from or on credit provided by Seller. Purchaser agrees to indemnify and hold Seller harmless from and against any and all claims arising out of Seller's filing or enforcement of a UCC financing or continuation or similar statement and/or a lien against the aircraft.

In recognition of the international and mobile nature of aviation and aircraft, and the necessity for legal certainty, predictability and convenience, and to avoid filing liens in multiple jurisdictions, any lien filed by Seller shall be based, at Seller's sole discretion, either upon the aircraft lien statute of the State of Texas (Texas Property Code § 70.301 et al), or the applicable aircraft lien statute of the foreign country in which the aircraft is registered, regardless of where (i) the Purchaser resides or does business, (ii) the aircraft owner resides or does business, (iii) the aircraft was at the time such charges were incurred, (iv) the aircraft is registered, or (v) jurisdiction may otherwise be proper. Any aircraft lien may also be filed at the International Registry, pursuant to the Convention on International Interests in Mobile Equipment, if applicable. Purchaser will be liable to Seller for all costs and expenses of lien preparation and filing, collection and litigation including, but not limited to, late charges, attorney fees, court and discovery costs and/or other costs incurred by Seller in enforcing or defending its rights hereunder. If the debt thereafter remains unpaid, Seller may institute an action against the Purchaser (and/or the aircraft owner) to foreclose the lien and to collect the debt. Notwithstanding Section 21.1 below, Purchaser agrees that venue for enforcement any lien or action predicated upon such lien or financing statement, shall be in the state courts of Harris County, Texas, USA, regardless of the amount in controversy and excluding any conflict-of-laws rule or principle that might refer the governance or the construction of these terms to the law of another jurisdiction. Purchaser's use of its Seller credit account indicates Purchaser's acceptance of these terms and conditions (as may be modified from time-to-time), and waiver of all objections to the foregoing choice of law or forum. Service of process by certified mail, return receipt requested, postage prepaid and mailed to Purchaser at the address on the application shall be sufficient to confer jurisdiction regardless of where Purchaser is geographically located or do business.

**15. Confidentiality.** "**Confidential Information**" means all written or oral information that either party to this Agreement (each a "**Disclosing Party**") designates as confidential to the party that receives such information (each a "**Receiving Party**") or that, based on the nature of the information or circumstances surrounding its disclosure by or on behalf of Disclosing Party, Receiving Party should in good faith treat as confidential. Confidential Information includes but is not limited to pricing, proposals, and the terms of this Agreement. Receiving Party will not use any Confidential

Information except in furtherance of the parties' agreed business relationship. Receiving Party will not disclose, give access to, or distribute any Confidential Information to any third party, except upon Disclosing Party's prior written authorization. Seller's subsidiaries, parent and other affiliated companies shall not be considered third parties for purposes of this Section 15. Notwithstanding the foregoing, Seller may disclose Confidential Information of Purchaser to the extent permitted under Seller's Privacy Policy, as posted on the epicfuels.com website, as part of the Terms of Use. Seller's Privacy Policy is incorporated herein by reference and made a part of this Agreement. Receiving Party will take reasonable security precautions to keep Confidential Information confidential, including precautions that are at least as protective as the precautions Receiving Party takes to preserve its own Confidential Information of a similar nature. In the event any Confidential Information becomes relevant or discoverable in any lawsuit to which Purchaser or Seller is a party, the Receiving Party shall use its best efforts to ensure that such Confidential Information is protected by the terms of a court authorized protective order prohibiting disclosure to third parties to the fullest extent possible.

**16. Dispute Resolution.** With the exception of Purchaser's breach of its payment obligations under this Agreement or Purchaser's breach of its duties or obligations under this Agreement in a manner that impacts, or threatens to impact, human health, safety, the environment, Seller's reputation, or Seller's long-term business interests, any dispute that arises under this Agreement shall be submitted to a senior officer of each party (or his or her designee) having the authority to negotiate the resolution of such dispute. Such persons shall attempt in good faith to resolve the dispute in good faith before either party may initiate legal action concerning the subject matter of the dispute.

**17. Force Majeure.** Failure of either party to perform as required under this Agreement, directly or indirectly caused by casualty, acts of God, strikes or labor disturbances, lack of supply, act of government authority (local, state, federal or foreign), compliance with requests, regulations or orders of any government authority, shortage of product, commercially unreasonable supply terms, transportation delays, acts of public enemies, insurrection, war, sabotage, acts of third parties, defaults, negligence of others or any other event, act or occurrence not the fault of the parties, shall be excused and the parties shall not be liable for damages or otherwise held to account therefore. If, due to the occurrence of any Force Majeure event, Seller is unable to supply the total demands for Fuel or services, Seller shall have the right, in its sole discretion, to allocate its available supply among its customers, departments and divisions in a fair and equitable manner. Nothing contained herein shall excuse the obligation to make payments due for goods delivered.

**18. Additional FBO; Exclusive Fuel at Airport.** If Purchaser, or any entity controlled by or in common control with Purchaser, operates any other facility at the Airport that sells Fuel (an "**Additional FBO**") during the term of this Agreement, Purchaser shall (or shall cause such other entity to) enter into a new Fuel Purchase Agreement with Seller on the same terms and for the same duration as this Agreement, pursuant to which the Additional FBO agrees to purchase all of its requirements for Fuel exclusively from Seller. During the Term of this Agreement, neither Purchaser, nor any entity controlled by or in common control with Purchaser, shall perform or contract to perform fueling services (or any activities relating thereto) at the Airport using aviation fuel other than Fuel purchased under this Agreement from Seller. Purchaser represents and warrants that it is authorized to make the commitments set forth in this Section 18.

**19. Carriers and Third-Party Vendors.** Fuel provided under this Agreement shall be delivered by independent common carriers and certain services performed in connection with this agreement may be provided by independent third-party vendors. Such carriers and third-party vendors are independent contractors. Seller shall coordinate and make any arrangement for Fuel or services with such independent contractors, but Seller does not undertake any obligation to supervise such independent contractors' operations or investigate such independent contractors. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY ACT OR OMISSION OF AGENTS, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS OF SELLER.**

**20. Limitation on Claims.** No action shall be brought against Seller by Purchaser arising out of any purchase of Fuel or services under this Agreement more than one (1) years from the date of delivery of such Fuel or services.

**21. General Provisions.**

**21.1 Governing Law; Jurisdiction and Venue; Attorneys' Fees.** This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined in accordance with the local law of the State of Texas, excluding any conflicts of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any suit or action arising out of or relating to this Agreement shall be litigated in the state or federal courts serving Dallas County, Texas. The parties hereby submit to the jurisdiction of such courts, expressly waive any objection or challenge to such jurisdiction, and agree not to claim that the state or federal courts serving

Dallas County, Texas are inconvenient forums. Upon demand, Purchaser shall immediately reimburse Seller for all amounts (including reasonable attorneys' fees and legal expenses) expended by Seller, to the extent permitted by applicable law, in the enforcement or defense of any obligation or the exercise of any right or remedy described in this Agreement. Reimbursement shall include costs incurred in any legal action, arbitration, mediation, or other proceeding, both at trial and on any appeal therefrom or petition for review thereof. If a court construes this provision to award attorneys' fees and costs to the prevailing party, then the term "prevailing party" shall mean the party prevailing on issues related to this Agreement only.

**21.2 Waiver of Jury Trial.** EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SELLER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF.

**21.3 Relationship of Parties.** This Agreement is a sales contract. Neither Purchaser nor Purchaser's employees are joint venturers, partners, agents, or employees of Seller. Neither Seller nor Purchaser is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving Seller any right to exercise any control over Purchaser's operations or over the manner and method by which Purchaser conducts its operations. Neither party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other party or otherwise to take any actions on behalf of the other party. Seller and Purchaser each recognize and acknowledge that: (a) it is acting as a principal; (b) the other party is not acting as a fiduciary or financial or investment advisor for it; (c) it is not relying upon any representations (whether written or oral) of the other party other than the representations expressly set forth herein; (d) it has not been given by the other party (directly or indirectly through any other person) any advice, counsel, assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) any transaction between the parties; (e) it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it has deemed necessary, and it has made its own business decisions based upon its own judgment and upon any advice from advisors as it has deemed necessary, and not upon any view expressed by the other party; (f) its decisions have been the result of arm's length negotiations between the parties; and (g) each have a full understanding of all of the risks associated with the transactions entered into between the parties (economic and otherwise), and it is capable of assuming and willing to assume those risks.

**21.4 Assignment; Transfer of Assets.** Purchaser shall not sell or assign any right, interest, or obligation under this Agreement without prior written consent of Seller. A change of ownership or control in Purchaser shall be construed as an assignment. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates. Purchaser shall not sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its assets (collectively a "Transfer") without first: (a) providing Seller written notice identifying the prospective transferee and describing the terms of the contemplated Transfer at least 120 days in advance of the closing of the Transfer; and (b) performing all of its obligations under this Agreement or any other agreement between the parties, including but not limited to the payment of any and all amounts owed by Purchaser to Seller and, in the event this Agreement is not assigned to a transferee approved by Seller in connection with the Transfer, any and all amounts that will become owed by Purchaser to Seller after or by virtue of a Discontinuance, whether such amounts are then due and payable or will become due and payable at some future date. At Seller's option, Seller shall be paid any and all amounts owed by Purchaser to Seller, or any and all amounts that will become owed by Purchaser to Seller after or by virtue of a Discontinuance, directly from the transferee at or before the closing of any Transfer.

**21.5 Waiver.** The waiver by either party of the breach of any provision hereof by the other party shall not be deemed to be a waiver of the breach of any other provision or provisions hereof or of any subsequent or continuing breach of such provision or provisions.

**21.6 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to that subject matter. This Agreement may only be amended by a written instrument signed by both parties.

**21.7 Severability.** The provisions of the Agreement are severable and the invalidity of any provision in the Agreement shall not affect all other provisions, which will remain valid and binding. In the event any provision of this Agreement is or becomes invalid, the invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

**21.8 Copyrights and Trademarks.** Purchaser shall not, without the prior written consent of Seller, use the name or any trade name or registered trademark of Seller or any of its affiliates in any format except as necessary to perform its obligations hereunder. Seller may use Purchaser's name in marketing materials.

**21.9 Survival.** Purchaser's indemnity obligations and each other provision of this Agreement that expressly or by its nature, provides for rights, obligations or remedies that extend beyond the termination or expiration of this Agreement, will survive and continue in full force and effect after this Agreement is terminated or expires.

**21.10 Interpretation.** Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "includes or including without limitation." The term "and/or" means each and all of the persons, entities, words, provisions or items connected by that term; i.e., it has a joint and several meaning. The word "will" is a synonym for the word "shall."

**21.11 Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Electronic signatures or emailed versions of executed copies of this Agreement, whether in pdf format or otherwise, shall be fully binding and effective for all purposes and treated the same as original copies and signatures.

## Attachment A

### PROJECTED FUEL REQUIREMENTS

Purchaser estimates that its requirements for Fuel during the Initial Term are as follows (all quantities in thousands of gallons):

#### JET FUEL

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
<b>2024</b>		8.3	8.3	8.3	8.3	8.3	8.3	8.3	8.3	8.3	8.3	8.3	91.7
<b>2025</b>	8.3												8.3

#### AVGAS

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
<b>2024</b>		4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8	52.8
<b>2025</b>	4.8												4.8

Purchaser represents and warrants that the quantities listed above are its best estimates of its requirements for Fuel during the Initial Term, and that Seller will rely on such projections to plan for adequate supply of Fuel for Purchaser and Seller's other customers. Purchaser and Seller may mutually agree to increase volumes for any year in the term. If, at any time during the term of this Agreement, Purchaser expects its Fuel requirements to be greater than the estimates set forth above, Purchaser shall give Seller thirty (30) days advance written notice of its request to increase the quantities listed above to reflect its revised projected annual requirements. Seller shall attempt to accommodate any request by Purchaser to increase the volume of its Fuel purchases; provided, however, that Seller cannot guaranty to accommodate any request by Purchaser to increase its fuel quantity by more than 20% in any given month.

If, during any twelve-month period in the Initial Term (or any extended Term) of this Agreement Purchaser fails to purchase at least eighty percent (80%) of its estimated requirements of Fuel set forth above, Seller may, at its option, adjust pricing to account for, offset and recover any and all financial concessions, subsidies or other benefits provided to Purchaser by Seller in connection with this Agreement.

EPIC Aviation, LLC ("Seller")

\_\_\_\_\_(Initial)

Chehalis-Centralia Airport ("Purchaser")

\_\_\_\_\_(Initial)

## Attachment B

### CARD PROCESSING AGREEMENT

This Card Processing Agreement ("**Agreement**") is made as of the 6<sup>th</sup> day of February 2024, by and among **EPIC Card Services, LLC**, ("**ECS**") with an office at 3871 Fairview Industrial Drive SE, Suite 100, Salem, Oregon, 97302, and Chehalis-Centralia Airport whose principal place of business is at 900 NW Airport Way, Chehalis, WA 98532-1306 ("**Merchant**"). WHEREAS, Merchant is the owner and operator of certain facilities located at Chehalis-Centralia Airport ("**the Airport**"); and

WHEREAS, Merchant wishes to use ECS's payment card processing system and services (the "**ECS Processing System**") to facilitate its acceptance of EPIC payment cards (the "**Cards**") and operate ECS's payment card point of sale equipment described below ("**Pos Equipment**") in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, ECS has an agreement with an acquiring bank ("**Acquiring Bank**") that provides settlement services with respect to certain payment card transactions processed by ECS.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other consideration, the receipt and adequacy of which are hereby acknowledged, Merchant and ECS agree as follows:

- 1. Term and Termination.** This Agreement shall be effective and binding on the parties hereto as of the day and year first written above and shall continue for so long as the Fuel Purchase Agreement dated February 6, 2024 by and between Merchant and EPIC Aviation, LLC (the "**Fuel Purchase Agreement**") remains in effect. This Agreement shall expire upon expiration or termination of the Fuel Purchase Agreement unless this Agreement is earlier terminated in accordance with the terms hereof or the parties hereto agree otherwise in writing.
- 2. Authorization to Honor Cards.** ECS grants to Merchant the privilege of accessing the ECS Processing System for the acceptance of Cards and Merchant agrees to process all payment card and contract fuel transactions at the Airport through the ECS payment processing network. Merchant represents, warrants and covenants to ECS that (a) all Card transactions processed by Merchant shall have been originated by Merchant from a bona fide transaction for the sale of goods or services by Merchant to the customers properly presenting Cards for use in payment therefore, (b) the indebtedness represented by the information has not been pledged as collateral by or on behalf of Merchant, and (c) Merchant has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject indebtedness is impaired in any way.
- 3. Terms, Conditions and Requirements.** In transactions involving Cards, Merchant agrees to comply with (the following referred to collectively as the "**Requirements**"): (a) all card acceptance policies, procedures, and operating instructions established by applicable card issuers; (b) the policies, procedures, and operating rules, regulations and instructions established by applicable payment card networks for Cards accepted by Merchant under this Agreement, as updated, modified, or amended from time to time (the "**Payment Network Rules**"); (c) applicable legal or regulatory requirements established by local, state, or federal law or agency; (d) the policies, procedures, operating instructions, and any special instructions relative to Card transactions as ECS or Acquiring Bank may establish from time to time, including but not limited to the general policies, procedures, and operating instructions set forth in the Credit Card Manual section of [epiccardservices.com](https://epiccardservices.com) (the "**Credit Card Manual**"); and (e) the Card Processing Agreement Terms located at <https://epiccardservices.com/merchantTerms.action>.

The terms and provisions detailed in the Payment Network Rules, the Credit Card Manual and the Card Processing Agreement Terms are hereby incorporated herein by reference and made a part of this Agreement. ECS may amend, add to, or delete portions of the Credit Card Manual from time to time, and unless made impractical by security or other concerns, ECS shall provide prior notice to Merchant of changes in the Credit Card Manual by e-mail, posting on ECS's website, or at ECS's option, by written notice mailed to Merchant.

Merchant understands that its failure to comply with the Credit Card Manual, Payment Network Rules or Card Processing Agreement Terms may result in the applicable payment card networks imposing fees, fines and/or penalties for such noncompliance on Merchant, ECS or ECS's processor or Acquiring Bank, and Merchant agrees that it will be liable for all such fees, fines and/or penalties. Merchant agrees to review the Credit Card Manual section, the Payment Network Rules and the Card Processing Agreement Terms before submitting any Card transactions for processing under this Agreement. Merchant's submission of Card Transactions for processing through ECS shall evidence and ratify Merchant's agreement to be bound by the terms of the Credit Card Manual, the Payment Network Rules and the Card Processing Agreement Terms.

**Notices.** Any notices given hereunder by either party to the other shall, unless otherwise provided herein, be sufficiently made if sent by United States certified mail, return receipt requested, postage paid, or by email or facsimile, to the address and/or number set forth below, and shall be deemed to be effective upon its receipt. Unless otherwise specified by not

less than fifteen (15) days’ prior written notice being given by either party to the other, all communications and notices hereunder shall be sent as follows:

To ECS -	By Mail: EPIC Card Services, LLC PO Box 12249 Salem, OR 97309
To Merchant -	By Mail: Chehalis-Centralia Airport PO Box 1344 Chehalis, WA 98532-0318
	Email: _____

Entire Agreement. The parties agree that this Agreement, including all attachments hereto, the Requirements, and all other items incorporated by reference herein, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been entered into the day and year first above written.

<b>EPIC Card Services, LLC</b>	<b>Chehalis-Centralia Airport</b>
By: _____ (Signature)	By: _____ (Signature)
Name: _____ (Printed)	Name: _____ (Printed)
Its: _____ (Title)	Its: _____ (Title)
Date: _____	Date: _____

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## Attachment 1

### PROCESSING RATES

Current processing charges for all Card Transactions processed through the Epic Processing System and/or the PoS Equipment are according to the following schedule:

#### **Cards Accepted to Process and Processing Charges (check all that apply):**

*\* Per the terms of the Agreement, payment is subject to acceptance and remittance of settlement funds by the Card issuer.*

Card Type	Rate	Reimbursement Time*
<input checked="" type="checkbox"/> EPIC Card, EPIC Signature Card, or any other EPIC Card Program	1.75%	2 Business Days
<input checked="" type="checkbox"/> American Express	3.75%	2 Business Days
<input checked="" type="checkbox"/> AVCard	3.25%	2 Business Days
<input checked="" type="checkbox"/> Discover	2.95%	2 Business Days
<input checked="" type="checkbox"/> Government Air Card	0% - Contract <i>or</i> 4.50% - Non Contract	Based on Your Contract <i>or</i> 2 Business Days for Non Contract
<input checked="" type="checkbox"/> MultiService	3.25%	2 Business Days
<input checked="" type="checkbox"/> MasterCard	2.24% - Qualified <i>or</i> 3.29% - Unqualified	2 Business Days
<input checked="" type="checkbox"/> Visa	2.24% - Qualified <i>or</i> 3.29% - Unqualified	2 Business Days



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Todd Johnson, Consulting City Planner

**MEETING OF:** January 8, 2024

**SUBJECT:** Consideration of Removal of Planning Commission Member Due to excessive absences as per Chehalis Municipal Code Section 2.48.030

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**INTRODUCTION**

Chehalis Municipal Code Section 2.48.030 stipulates that a Planning Commission member may be removed for missing more than three successive regular meetings. This report addresses the case of Aubrey Anderson, Position 3, who has been absent from the last 5 successive Planning Commission meetings.

**DISCUSSION**

Aubrey Anderson has attended one meeting since being appointed in March of 2023. A record of her appointment in March of 2023 is included as an attachment. The absences are unexcused and have hindered the Commission's ability to effectively carry out its duties. The implications of these absences for the functioning of the Planning Commission are a lack of participation on discussion items, difficulty in maintaining a quorum, and a lack of input from position 3 on discussions. Staff attempts to contact Aubrey Anderson by phone and e-mail have been unsuccessful.

Chehalis Municipal Code Section 2.48.030 requires a public hearing on this matter prior to consideration of removal of a Planning Commission Member.

**FISCAL IMPACT**

There is no direct fiscal impact from this action.

**RECOMMENDATION**

It is recommended that the City Council consider the removal of Aubrey Anderson, Position 3 from the Planning Commission in accordance with the Municipal Code.

**SUGGESTED MOTION**

"Move to remove Aubrey Anderson, Position 3, from the Planning Commission for non-compliance with attendance requirements as stated in Chehalis Municipal Code Section 2.48.030."

**ATTACHMENTS**

- Attendance Record of Aubrey Anderson, Position 3
- Excerpts from Chehalis Municipal Code-- Section 2.48.030

Position 3, Aubrey Anderson, Attendance March-December 2023

3/14/23	Present
4/11/23	Absent
9/12/23	Absent
10/10/23	Absent
11/14/23	Absent
12/12/23	Absent

**2.48.030 Vacancy filling – Removal – Compensation.**

Vacancies occurring otherwise than through the expiration of terms shall be filled for the unexpired terms. Members may be removed after public hearing by the city council for inefficiency, neglect of duty, or malfeasance in office. Any commission member who is absent for three successive regular meetings of the commission may be removed as a member. The mayor, subject to confirmation by the city council, shall appoint citizens to fill vacancies occurring on the commission. The members shall be selected without respect to political affiliations and they shall serve without compensation. [Ord. 520B, 1993.]

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker Public Works Director/ Riley Bunnell Water Superintendent

**MEETING OF:** January 8, 2024

**SUBJECT:** First Reading of Ordinance No. 1084-B, Proposed changes to Municipal Code 13.04.450  
– Method of billing and payment.

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**ISSUE**

The current municipal code 13.04.450 states that “All water statements are to be paid either by mail or in person to the city at the billing office”. The Municipal Code needs to be changed to allow payment by phone and online.

The current code also states, “A delinquent notice shall be mailed, and payment of the delinquent balance must be received within seven days of the date of the notice to avoid service interruption.” The code needs to be changed to allow a payment to be received by the 5th of the month following the due date. This would allow utility customers a few extra days to pay their bill with no downside for the City.

**DISCUSSION**

The Water Department is proposing that the Municipal Code be updated to include new language in the that allows payments to be received by phone or online and change the delinquent payment due date to the 5th of month. The current code states:

“All water statements are to be paid either by mail or in person to the city at the billing office. Unpaid statements become delinquent on the twenty-first day of the month, or at 5:00 p.m. on the next full business day, and a delinquency charge as established by city ordinance shall be added to each unpaid account. A delinquent notice shall be mailed, and payment of the delinquent balance must be received within seven days of the date of the notice to avoid service interruption.”

It is recommended that current code language be replaced with the following:

“All water statements are to be paid either by mail, **phone, online** or in person to the city at the billing office. Unpaid statements become delinquent on the twenty-first day of the month, or at **4:30p.m.** on the next full business day, and a delinquency charge as established by city ordinance shall be added to each unpaid account. A delinquent notice shall be mailed, and payment of the delinquent balance must be received by **the 5th of the month following the due date** of the notice to avoid service interruption.”

**FISCAL IMPACT**

Public works currently allows utility payment by phone and online with the closing time already established at 4:30 PM. Changing the delinquent balance due date to the 5<sup>th</sup> of the following month gives customers who are paid once a month (such as on the last working day or first working day of the month) more time to make the utility payments.

**RECOMMENDATION**

It is recommended that the City Council approve Ordinance No. 1084-B on first reading, changing Municipal Code 13.04.450 to allow payments by phone and online. Change the closing time to 4:30 PM for all utility payments and change the delinquent payment receive by date to the 5th of the following month.

**SUGGESTED MOTION**

I move the City Council approve Ordinance No. 1084-B on first reading.

**ORDINANCE NO. 1084-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS,  
WASHINGTON, AMENDING SECTION 13.04.450 OF THE  
CHEHALIS MUNICIPAL CODE CONCERNING  
PAYMENTS FOR DELINQUENT ACCOUNTS**

**WHEREAS**, the City of Chehalis improves, maintains, and operates certain public utilities within the corporate limits of the city; and

**WHEREAS**, in order to establish a reasonable timeframe for payment on delinquent accounts, the City has determined that updates to the municipal code section regarding billing and payment is warranted; and

**WHEREAS**, by adding payment for utilities to be made by phone and online, while also changing the lock off date for delinquent accounts to the 5<sup>th</sup> of each month will allow customers adequate time to make payment before premises is locked off.

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

**Section 1.** Section 13.04.450 of the Chehalis Municipal Code shall be, and the same hereby are amended to read as follows:

13.04.450 Method of billing and payment.

Payment for water service, in accordance with the applicable provision(s) of city ordinance related to water rates, shall be due on the twentieth day of the month. Water statements for residential services will be mailed to the customers on a bimonthly basis. Water statements for commercial services will be mailed to those customers on a monthly basis. All water statements are to be paid either by mail, phone, online, or in person to the city at the billing office. Unpaid statements become delinquent on the twenty-first day of the month, or at ~~5:00~~ 4:30 p.m. on the next full business day, and a delinquency charge as established by city ordinance shall be added to each unpaid account. A delinquent notice shall be mailed and payment of the delinquent balance must be received ~~within seven days of the~~ by the 5<sup>th</sup> of the month following the due date of the notice to avoid service interruption. On the next business day, a list of remaining delinquent accounts should be compiled and the list given to the water superintendent; the water superintendent may thereafter shut off the water service to such delinquent premises.

**Section 2.** The effective date of this ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
Anthony Ketchum, Mayor

Attest:

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

Approved as to form and content:

\_\_\_\_\_  
Kevin T. Nelson, City Attorney



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker Public Works Director/ Riley Bunnell Water Superintendent

**MEETING OF:** January 8, 2024

**SUBJECT:** First Reading of Ordinance No. 1085-B, Amending the Chehalis Municipal Code Section 13.04.380 – Regarding Hydrants Temporary use Fee increase

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**ISSUE**

The City of Chehalis currently has 13 hydrant meters being used by contractors throughout the city for various projects. The city charges a hydrant meter deposit of \$100.00 plus a nonrefundable on/off fee of \$60.00. The city is constantly in short supply of hydrant meters due to no time limit set for contractors to return the meter. Hydrant meters are considered consumable items that continuously wear out and are in constant need of repair and calibration. Each hydrant meter that is replaced due to normal wear costs the city \$1,500.00 to replace.

**DISCUSSION**

The Water Department would like to propose an increase for the hydrant meter deposit cost to \$500.00, plus the current nonrefundable on/off fee of \$60.00; and add a \$10 per day usage fee until the hydrant meter is returned. The current code states:

“Persons desiring water service from a fire hydrant or hose connection shall make application therefor to the city at the public works department on an application form provided by the city. The applicant shall be required to submit a hydrant meter deposit of \$100.00 plus a nonrefundable on/off fee of \$60.00. The applicant shall also sign the application form and agree to the provisions and requirements listed on the application form and agree to pay the water use rate charges as established by city ordinance for water used through the hydrant meter assembly. If the hydrant meter assembly is damaged, the city shall retain the deposit or portion thereof necessary to replace or repair said hydrant meter assembly. [Ord. 866B, 2011.]”

It is recommended that current code language be replaced with the following:

“Persons desiring water service from a fire hydrant or hose connection shall make application therefor to the city at the public works department on an application form provided by the city. The applicant shall be required to submit a hydrant meter deposit of *\$500.00* plus a nonrefundable on/off fee of \$60.00. *In addition, the applicant will be charged a \$10 per day usage fee until the hydrant meter is returned.* The applicant shall also sign the application form and agree to the provisions and requirements listed on the application form and agree to pay the water use rate charges as established by city ordinance for water used through the hydrant meter assembly. *Lost or damaged meters shall be billed at the current cost of replacement or repair.* [Ord. 866B, 2011.]”

**FISCAL IMPACT**

This change to Municipal Code 13.04.380 would increase the initial hydrant meter deposit cost to \$500.00 and add a \$10 per day usage fee. These changes would lessen the cost burden to the Water Department for hydrant meter replacement and repairs.

**RECOMMENDATION**

It is recommended that the City Council approve Ordinance No. 1085-B on first reading amending the Municipal Code Section 13.04.380 to increase the hydrant meter deposit to \$500.00 and add a \$10 per day usage fee.

**SUGGESTED MOTION**

I move the City Council to approve Ordinance No. 1085-B on first reading, amending Municipal Code Section 13.04.380 regarding hydrant temporary use.

**ORDINANCE NO. 1085-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS,  
WASHINGTON, AMENDING SECTION 13.04.380 OF THE  
CHEHALIS MUNICIPAL CODE CONCERNING  
HYDRANTS TEMPORARY USE**

**WHEREAS**, the City of Chehalis improves, maintains, and operates certain public utilities within the corporate limits of the City; and

**WHEREAS**, in order to maintain the City's services of temporary hydrant use and to add consistency with neighboring municipalities, the City has determined that updates to the municipal code section regarding hydrants- temporary use is warranted; and

**WHEREAS**, with the increase in hydrant meter deposit amounts and the addition of a daily usage fee, the City will have the ability to continue offering hydrant temporary use through hydrant meter rental.

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

**Section 1.** Section 13.04.380 of the Chehalis Municipal Code shall be, and the same hereby is amended to read as follows:

13.04.380 Hydrants- Temporary use.

Persons desiring water service from a fire hydrant or hose connection shall make application therefor to the city at the public works department on an application form provided or approved by the city. The applicant shall be required to submit a hydrant meter deposit of ~~\$100.00~~ \$500.00 plus a nonrefundable on/off fee of \$60.00. In addition, the applicant will be charged a \$10 per day usage fee until the hydrant meter is returned. The applicant shall also sign the application form and agree to the provisions and requirements listed on the application form and agree to pay the water use rate charges as established by city ordinance for water used through the hydrant meter assembly. Lost or damaged meters shall be billed at the current cost of replacement or repair at the discretion of the City.

**Section 2.** The effective date of this ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**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 \_\_\_\_\_, 2024.

\_\_\_\_\_

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Anthony Ketchum, Mayor

Attest:

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Kassi Mackie, City Clerk

Approved as to form and content:

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Kevin T. Nelson, City Attorney

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**MEETING OF:** January 8, 2024

**SUBJECT:** First Reading of Ordinance No. 1086-B, Revision of Proposed Amendments to the Subdivision Code - Chapters 17.12 and 17.78.010 of the Chehalis Municipal Code

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**BACKGROUND**

As part of the ongoing update to the Chehalis Municipal Code, several inconsistencies and errors have been identified in the draft of Ordinance 1067B, particularly in Chapters 17.12 and 17.78.010. These chapters are critical for land subdivision and development regulations within the city. Addressing these issues is crucial for ensuring the accuracy and clarity of the Chehalis Municipal Code.

**ISSUES AND PROPOSED REVISIONS**

1. CMC 17.12A.010(I)(7): Correction of an incorrect cross-reference to a repealed section (CMC 17.12.070(E)) is needed. It is proposed to replace this with a reference to CMC 17.12A.010(I)(5).
2. Subsection Naming Confusions: Inconsistencies in the naming of subsections have been noted in:
  - CMC 17.12A.055(A)
  - CMC 17.12A.200(A)
  - CMC 17.12A.300(A)Clarifications are made to ensure they accurately reflect their content and purpose.
3. CMC 17.12A.400's Table Issue: A row in the table of CMC 17.12A.400 lacks explanatory text. A decision is required on whether to include the missing text or remove the row.
4. CMC 17.78.010(G): A reference to repealed provisions (CMC 17.12.400 et sec.) needs updating. Replacing it with a reference to CMC 17.09.205 is suggested for consistency with the original intent.

**RATIONALE**

These revisions are crucial for maintaining the integrity and functionality of the Chehalis Municipal Code. They ensure accuracy, up-to-date content, and ease of navigation for city officials and the public.

**FISCAL IMPACT**

There is no direct fiscal impact associated with these revisions.

**RECOMMENDATION**

It is recommended that the City Council review and approve the proposed amendments in Chapters 17.12 and 17.78.010 by adopting Ordinance No. 1086-B to ensure that the City's subdivision and development regulations are clear, consistent, and effective.

**SUGGESTED MOTION**

I move that the City Council approve Ordinance No. 1086-B on first reading and schedule the second reading for Monday, January 22, 2024.

## **ORDINANCE NO. 1086-B**

### **AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, AMENDING MULTIPLE SECTIONS OF CHAPTER 17.12 AND 17.78.010 OF THE CHEHALIS MUNICIPAL CODE**

**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 to revisions adopted by Ordinance No. 1067-B;

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

**Section 1.** Chapter 17.12A.010(I)(7) of the Chehalis Municipal Code shall be, and the same hereby is, created to read as:

#### **17.12A.010 Purpose and general administration**

##### **I. General layout of lots**

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 17.12.070(E) does not apply to master planned areas.~~

**Section 2.** Chapter 17.12A.055(A) of the Chehalis Municipal Code shall be, and the same hereby is, amended as:

**17.12A.055(A): Applicability: ~~and Reference to General Admin and Chehalis Municipal Code that Refers to Boundary Line Adjustments.~~**

**Section 3.** Chapter 17.12A.200(A) of the Chehalis Municipal Code shall be, and the same hereby is, amended as:

**17.12A.200(A): Applicability: ~~and General Administration and CMC for Short Plat.~~**

**Section 4.** Chapter 17.12A.300(A) of the Chehalis Municipal Code shall be, and the same hereby is, amended as:

**17.12A.300(A): Applicability: ~~and General Administration and CMC for Binding Site Plan.~~**

**Section 5.** Chapter 17.78.010(G) of the Chehalis Municipal Code shall be, and the same hereby is, amended as:

**17.78.010**

G. Every use code which is located within any IDD, and for which the applicant is the Port of Chehalis, shall be considered a permitted use for the purpose of permit review. Any site-specific use or detailed site plan which is identified in any subdivision approved under CMC ~~17.12.400~~ 17.12A.100 et seq. shall be vested as a permitted use.

**Section 6.** 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 7.** The effective date of this Ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**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 \_\_\_\_\_, 2024.

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Mayor

Attest:

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City Clerk

Approve as to form:

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City Attorney