

# CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BLVD | CHEHALIS, WA 98532

Anthony E. Ketchum, Sr., District 3  
Mayor

John Six, District 1  
Daryl J. Lund, Mayor Pro Tem, District 2  
Jody Kyes, District 4

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

## Regular Meeting of Monday, March 11, 2024

5:00 p.m.

*To access this meeting via Zoom:*

Meeting ID: 834 4212 6653

Pass Code: 674890

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda

## PRESENTATIONS/PROCLAMATIONS

### CONSENT CALENDAR

ADMINISTRATION  
RECOMMENDATION

PAGE

4. Minutes of the Regular Meeting February 26, 2024 (City Clerk)
5. Vouchers and Transfers- Accounts Payable in the Amount of \$269,493.72 (Finance Director)
6. Vouchers and Transfers- Payroll in the Amount of \$979,838.26 (Finance Director)
7. Award of Bids for Rock, Gravel, and Asphalt for 2024 (Streets Superintendent)
8. Consultant Agreement for Design, Engineering and Construction Management for the Hilltop Drainage Project with Fuller Designs (Street Superintendent)
9. Purchase Skid Steer with Cold Plainer Using Sourcewell Contract #040319 (Street Superintendent)
10. Set March 25, 2024, at 5:00 P.M. to Conduct a Public Hearing on Declaration of Surplus Property, Release and Extinguish a Portion of the NW Prindle Street Sanitary Sewer Force Main Easement (Capital Projects Manager)

APPROVE

1

APPROVE

5

APPROVE

7

APPROVE

9

APPROVE

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APPROVE

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APPROVE

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### PUBLIC HEARINGS

ADMINISTRATION  
RECOMMENDATION

PAGE

None

### CITIZENS BUSINESS (PUBLIC COMMENT)

Individuals wishing to provide public comments in general and on agenda items should submit comments by 4:00 pm on the day of the meeting. All comments received will be acknowledged by the Mayor under Citizens Business of this meeting agenda. Please use the following form to submit comments – <https://www.ci.chehalis.wa.us/contact>. If you do not have computer access or would prefer to submit a comment verbally, please contact City Clerk Kassi Mackie at 360-345-1042 or at [kmackie@ci.chehalis.wa.us](mailto:kmackie@ci.chehalis.wa.us). Public comments will be limited to five (5) minutes per person.

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

NEW BUSINESS	ADMINISTRATION RECOMMENDATION	PAGE
11. <u>First Reading of Ordinance No. 1093-B, Amending the 2024 Budget</u> (Finance Director)	APPROVE	23
12. <u>Resolution 03-2024, Interlocal Agreement for 911 Communications</u> (Police Chief)	APPROVE	43
13. <u>First Reading of Ordinance No. 1088-B, Amendments to Municipal Code Section 13.04.090 Water Service Meter Location</u> (Water Superintendent)	APPROVE	103
14. <u>First Reading of Ordinance No. 1094-B, Amendments to Municipal Code Section 13.04.310 Meter Tests</u> (Water Superintendent)	APPROVE	107
15. <u>Appointment of an Interim City Manager</u> (City Manager/City Council)	APPROVE	111

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

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

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

#### NEXT REGULAR CITY COUNCIL MEETINGS

MONDAY, MARCH 25, 2024- 5:00 P.M.

MONDAY, APRIL 08, 2024- 5:00 P.M.

#### NEXT SPECIAL CITY COUNCIL MEETING

MONDAY, MARCH 18, 2024 – 5:00 P.M.

**Chehalis City Council**  
Regular Meeting Minutes  
February 26, 2024  
5:00 p.m.

**Council Present:** Mayor Ketchum, Mayor Pro Tem Lund (virtual attendance), Councilor Spahr, Councilor McDougall, Councilor Carns, Councilor Kyes, and Councilor Six.

**Council Absent:** None.

**Staff Present:** Jill Anderson, City Manager; Kevin Nelson, City Attorney; Kassi Mackie, City Clerk; Lance Bunker, Public Works Director; Chun Saul, Finance Director; Adam Fulbright, Fire Chief; Randy Kaut, Police Chief; Brandon Rakes, Airport Director; Riley Bunnel, Water Superintendent; Fritz Beierle, Streets Superintendent; Madisen Lester, Court Administrator; Justin Phelps, Wastewater Superintendent; Andrew Hunziker, Facilities Manager; Celest Wilder, Capital Projects Manager; Sally Saxton, Fiscal Analyst; Allen Unzelman, Municipal Court Judge; Rachel Hunt, City Attorney

**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 McDougall led the flag salute.

**3. Approval of Agenda**

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

**PRESENTATIONS/PROCLAMATIONS**

**4. Lewis County Transit Update**

Joe Clark, Executive Director presented.

**CONSENT CALENDAR**

**5. Minutes of the Special City Council Meeting of January 18, 2024** (City Clerk)

**6. Minutes of the Regular City Council Meeting of February 12, 2024** (City Clerk)

**7. Vouchers and Transfers—Accounts Payable in the Amount of \$420,094.41** (Finance Director)

**8. Resolution No. 02-2024, Interlocal Agreement with Thurston County for Purchase of Anti-Ice**

**Material** (Street Superintendent)

**9. On-Call Engineering Services Contract Award for Airport Projects** (Airport Director)

*A motion was made by Councilor Spahr, seconded by Councilor McDougall to approve the items on the Consent Calendar with amendments to the January 18 and February 12 minutes. The motion carried unanimously.*

**HEARINGS**

None.

**CITIZENS BUSINESS**

None.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

**10. First Reading of Ordinance No. 1090-B, Year End Fund Balance Commitment** (Finance Director)

Finance Director Chun Saul presented.

*A motion was made by Councilor Spahr, seconded by Councilor McDougall to waive Council's rules requiring two readings and adopt Ordinance No. 1090-B on first and final reading. The motion carried unanimously.*

**11. Proposal for Drug Court** (City Attorney)

City Attorney Kevin Nelson and Municipal Court Judge Allen Unzelman presented.

*A motion was made by Councilor Spahr, seconded by Mayor Pro Tem Lund to authorize the City Manager to enter into an Interlocal Agreement with Lewis County for the purpose of establishing a Chehalis Treatment Court, including paying up to \$50,000.00 for case management assistance. The motion carried unanimously.*

**12. Consideration of the Fifth Amendment to Agreement with CCA Retail, LLC (Twin City Town Centner)** (Airport Director)

Airport Director Brandon Rakes presented.

*A motion was made by Councilor Spahr, seconded by Councilor Carns to approve the fifth amendment to the CCA Retail, LLC Lease Agreement and authorize the City Manager to execute the documents. The motion carried unanimously.*

**13. Award of Contract for Engineering and Architectural Services for the Fire Station Headquarters Project-Fire Station Programming, Revalidation and Preliminary Design** (Fire Chief)

Fire Chief Adam Fulbright presented.

*A motion was made by Councilor Spahr, seconded by Councilor McDougall to award the contract for engineering and architectural services for the Fire Station Headquarters Project-Phase 1 to Rice Fergus Miller, Inc. in the amount of \$39,460.81, authorize a project contingency of \$4,539.19 and authorize the City Manager to execute all project related documents, including change orders in an amount up to \$44,000.00. The motion carried unanimously.*

Councilor Spahr left the meeting.

**14. Consultant Services for Development of Local Flood Strategy and Investment Plan (FSIP) for the City of Chehalis and Port of Chehalis** (Capital Projects Manager)

Capital Projects Manager Celest Wilder presented.

*A motion was made by Councilor McDougall, seconded by Councilor Carns to award the contract for development of the Localized Flood Strategy and Investment Plan (FSIP) for the City of Chehalis and the Port of Chehalis to SLR International with a total not to exceed budget of \$341,840 and authorize the City Manager to execute the project related documents including change orders. The motion carried unanimously.*

**15. Water Equalization Basin Intertie Project** (Wastewater Superintendent)

Wastewater Superintendent Justin Phelps presented.

*A motion was made by Councilor McDougall, seconded by Councilor Six to approve the Equalization Basin Intertie Project to go out to formal bid. The motion carried unanimously.*

**ADMINISTRATION REPORTS**

**City Manager Update**

Wastewater Superintendent Justin Phelps provided a brief update on negotiations with Lewis County Sewer District 4.

**COUNCILOR REPORTS/COMMITTEE UPDATES**

Councilor Six reported attendance at the Blue Zone event.

Councilor Kyes also attended the Blue Zone event.

Councilor McDougall reported attendance at the Blue Zone event, Housing Resource Extension, Shelter meeting, Lewis County Museum meeting and City Budget Committee meeting.

Councilor Carns reported attendance at the City Budget Committee meeting.

Mayor Ketchum reported attendance at the Museum Board meeting, Homeless Shelter meeting, SWPRTO meeting, Sewer District 4 meeting and Centralia College event.

**EXECUTIVE SESSION**

**PURSUANT TO:**

- RCW 42.30.110(1)(g)

*Mayor Ketchum adjourned the regular meeting and Council entered executive session at 7:10 p.m. for 15 minutes or until 7:25 p.m.*

*Mayor Ketchum adjourned the executive session at 7:25 p.m.*

**ADJOURNMENT**

*Mayor Ketchum adjourned the meeting at 7:25 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:** March 11, 2024

**SUBJECT:** 2024 Vouchers and Transfers – Accounts Payable in the Amount of \$269,493.72.

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**ISSUE**

City Council approval is requested for 2024 Vouchers and Transfers dated February 29, 2024.

**DISCUSSION**

The February 29, 2024, 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. 3492 - 3522, and Voucher Checks No. 138472 – 138558 in the amount of \$269,493.72 dated February 29, 2024, which included the transfer of:

- \$ 112,871.83 from the General Fund
- \$ 16,815.88 from the Street Fund
- \$ 5,196.63 from the Transportation Benefit District Fund
- \$ 1,891.50 from the LEOFF 1 OPEB Reserve Fund
- \$ 79.72 from the Automotive Equipment Reserve Fund
- \$ 55,096.56 from the Wastewater Fund
- \$ 21,352.00 from the Water Fund
- \$ 1,126.97 from the Storm & Surface Water Utility Fund
- \$ 54,994.21 from the Airport Fund
- \$ 6.62 from the Wastewater Capital Fund
- \$ 61.80 from the Firemen's Pension Fund

**RECOMMENDATION**

It is recommended that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 3492 - 3522, and Voucher Checks No. 138472 – 138558 in the amount of \$269,493.72 dated February 29, 2024.

**SUGGESTED MOTION**


I move that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 3492 - 3522, and Voucher Checks No. 138472 - 138558 in the amount of \$269,493.72 dated February 29, 2024.



**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:** March 11, 2024

**SUBJECT:** Vouchers and Transfers – Payroll in the Amount of \$979,838.26

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**ISSUE**

City Council approval is requested for Payroll Vouchers and Transfers dated February 29, 2024.

**DISCUSSION**

The administration requests City Council approval for Payroll Vouchers No. 42414-42429, Direct Deposit Payroll Vouchers No. 17540-17657, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 573-581 dated February 29, 2024, in the amount of \$979,838.26, which include the transfer of:

- \$612,057.63 from the General Fund
- \$68,064.78 from the Street Fund
- \$2,873.13 from the Transportation Dist Fund
- \$4,650.84 from the LEOFF1 OPEB Reserve Fund
- \$118,306.02 from the Wastewater Fund
- \$119,129.49 from the Water Fund
- \$19,277.48 from the Storm & Surface Water Utility Fund
- \$35,478.89 from the Airport Fund

**RECOMMENDATION**

It is recommended that the City Council approve the February 29, 2024, Payroll Vouchers No. 42414-42429, Direct Deposit Payroll Vouchers No. 17540-17657, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 573-581 in the amount of \$979,838.26.

**SUGGESTED MOTION**

I move that the City Council approve the February 29, 2024, Payroll Vouchers No. 42414-42429, Direct Deposit Payroll Vouchers No. 17540-17657, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 573-581 in the amount of \$979,838.26.

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.

Dee-Lyn Stack  
PAYROLL OFFICER

Chris Saul 2/29/24  
FINANCE DIRECTOR

CHECK NOS. 42414 THROUGH 42429, DIRECT DEPOSIT CHECK NOS. 17540 THROUGH 17657, ELECTRONIC FEDERAL TAX AND DRS PENSION/DEFERRED COMP PAYMENTS NOS. 573-581 ARE HEREBY APPROVED FOR PAYMENT IN THE TOTAL AMOUNT OF \$979,838.26 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

001	GENERAL FUND	\$612,057.63
003	STREET FUND	68,064.78
103	TRANSPORTATION DIST FUND	2873.13
115	LEOFF1 OPEB	4650.84
404	WASTEWATER FUND	118,306.02
405	WATER FUND	119,129.49
406	STORM & SURFACE UTIL FUND	19,277.48
407	AIRPORT FUND	<u>35,478.89</u>
	TOTAL	\$979,838.26 ✓

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker, Public Works Director  
Fritz Beierle, Street/ Storm Superintendent

**MEETING OF:** March 11, 2024

**SUBJECT:** Bids for Rock, Gravel, and Asphalt 2024

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**ISSUE**

A bid for asphalt to be used by the City in 2024 has been received and tabulated. This information is being presented for the City Council's review and consideration.

**DISCUSSION**

The administration recently advertised a request for rock, gravel, and asphalt bids. One bid was received from Lakeside Industries for asphalt materials and one bid for rock material was received from Goode Quarry. These are anticipated to be needed for road construction and maintenance by the Public Works Streets department and other City departments in 2024. The bid is based on the materials being picked up by the City at the bidders' site.

The bids from Lakeside Industries and Goode Quarry are attached for consideration.

**FISCAL IMPACT**

The bids provide a set price for the listed products for the year and will eliminate the need to solicit prices for each purchase.

**RECOMMENDATION**

It is recommended that the City Council award the 2024 bid for asphalt to Lakeside Industries and to Goode Quarry for rock products.

**SUGGESTED MOTION**

I move that the City Council award the 2024 bid for asphalt to Lakeside Industries and to Goode Quarry for rock products.

**2024 Rock, Gravel, and Asphalt Bid Evaluation Sheet**  
**Pricing Per Ton**

Material	Bidder	Bidder
	Good's Quarry	Lakeside Industries
1 Snow Sand 3/8"	\$ 25.00	
2 Snow Sand 1/4"		
3 1/4" - Crushed Screenings		
4 3/8" – No. 4 Crushed Screenings	\$ 25.00	
5 1/2" – No. 4 Crushed Screenings	\$ 25.00	
6 5/8" – 1/4" Crushed Screenings	\$ 25.00	
7 Ballast	\$ 13.25	
8 Crushed Surfacing Base Course	\$ 12.75	
9 Crushed Surfacing Top Course	\$ 13.00	
10 Quarry Spalls	\$ 13.25	
11 Rip Rap	\$ 28.00	
12 1 1/2" Drain Rock	\$ 13.25	
13 3" Minus Rock	\$ 12.25	
14 Pea Gravel		
15 Sand, Washed		
16 12" Pit Run Rock	\$ 10.50	
17 Asphalt Concrete Class "B"		\$ 88.00
18 Asphalt Concrete Class "G"		\$ 91.00
19 Asphalt Cold Mix Patch Material		\$ 150.00

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker, Public Works Director  
Fritz Beierle, Street/Storm Superintendent

**MEETING OF:** March 11, 2024

**SUBJECT:** Consultant Agreement for Design, Engineering, and Construction Management for the Hilltop Drainage Project with Fuller Designs

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**ISSUE**

The issued a Request For Proposals (RFP) for the Hilltop Drive storm drain project. It is now proposed that a contract be awarded to engineer the project. An agreement for design, engineering, and construction management services, with Fuller Designs for the Hill Top Drainage project is being presented for City Council review and consideration.

**DISCUSSION**

The purpose of the Hilltop Drive storm drain project is to improve drainage issues that create issues for private properties on Hilltop Drive, as well as the City's road system. This project, including construction, is included in the 2024 budget as part of the storm and surface water fund.

An RFP was sent to two firms on the Municipal Research and Services Center on January 8, 2024. The City received one proposal from Fuller Designs Centralia WA., in the amount of \$41,540.00 including Washington state sales tax.

The engineer's scope of work will include survey mapping, geotechnical evaluation, permitting, site development plans, engineering reports, and construction management, staking, site visits, compliance with contract documents, inspections, and completion of documents.

**FISCAL IMPACT**

The fiscal impact for the City will be \$41,540.00. This will cover the cost of the evaluation, civil, and construction management. It is also recommended that the City Council approve a 10% contingency to be available to address any unexpected issues that might arise during the design and engineering of this project. Adding the 10% contingency in the amount of \$4,154.00 would make the total cost of this phase of the project \$45,694.00.

**RECOMMENDATION**

It is recommended that the City Council:

- 1) Approve the contract for the design, engineering, and construction management for the Hilltop Drive storm drain improvements with Fuller Designs in the amount of \$41,540.00;

- 2) Establish Authorize a 10% contingency of \$4,154.00; and
- 3) Authorize the City Manager to sign all project related documents, including change orders for a total amount up to \$45,694.00.

**SUGGESTED MOTION**

I move that the City Council:

- 4) Approve the contract for the design, engineering, and construction management for the Hilltop Drive storm drain improvements with Fuller Designs in the amount of \$41,540.00;
- 5) Establish Authorize a 10% contingency of \$4,154.00; and
- 6) Authorize the City Manager to sign all project related documents, including change orders for a total amount up to \$45,694.00.



1111 Kresky Ave., Suite 100  
Centralia, WA 98531  
(360)807-4420

2/20/2024

City of Chehalis (c/o Fritz Beierle)  
2007 NE Kresky Ave, Chehalis  
fbeierle@ci.chehalis.wa.us  
(360) 748-0238

Re: Design and Management Services – Hilltop Storm Drain Improvements  
Project Location- Hilltop Dr, Chehalis

Fritz:

I am pleased to provide you with an estimated price and scope of work to prepare evaluations and project design services for your development. I have based the below estimated costs on the scope of work established on the City of Chehalis RFP as well as our internal conversations. This proposal is intended to bring your project through the civil approval process for City of Chehalis.

### **EVALUATION PHASE**

#### **Survey Mapping**

1. Full site boundary and topographic survey to 1-inch contour interval.
2. Public utility location in adjacent ROW and capture on survey.
3. Identify critical areas and coordinate appropriate reports to be prepared. Currently, local GIS mapping indicates steep slopes, erosion hazard, and stream/buffers are in the project vicinity.
4. Compile data into electronic survey map for use as the basis of civil design.

#### **Geotechnical Evaluation**

1. Site visit by geotechnical engineer to evaluate project site.
2. Evaluation is for steep slope analysis only. No equipment is needed to dig infiltration holes.
3. Prepare slope analysis report discussing geotechnical and other site findings.
4. Submit for City of Chehalis review.

**Evaluation Phase – \$10,440.00**

### **CIVIL DESIGN PHASE**

#### **Permitting**

1. Perform required property research.
2. Prepare required City of Chehalis applications including:
  - Master Application
  - Grading & Drainage Permit
  - Small Site Stormwater Application
3. Submit the above applications and technical documents to the City of Chehalis.
4. Receive one round of City of Chehalis staff comments and coordinate appropriate responses.
5. Resubmit for approval.

#### **Site Development Plans.**

Design Site per City of Chehalis Standards. Plans expected to include:

- Cover Sheet
- Overall Site and Temporary Erosion Sedimentation Control (TESC) Plan
- TESC Notes and Details
- Grading and Drainage Plan (2 sheets expected)
- Storm System Details (2 sheets expected)

#### **Engineering Reports.**

Reports shall be developed to current City of Chehalis development standards and include:

1. Storm Water Pollution Prevention Plan (SWPPP)

#### **Bid Documents**

Construction Bidding documents shall be developed to City of Chehalis standards and include:

- Construction bid package including invitation, specifications, and estimate.
- Provide administrative assistance with bid evaluations and project construction contract award.

**Civil Design Phase - \$31,100.00**

#### **MUNICIPAL CONSTRUCTION PROJECT MANAGEMENT PHASE**

Per our recent conversation, construction support pricing is not needed at this moment, so it has not yet been estimated. If this were to be priced, we anticipate using our standard hourly rates which are:

- Principal Engineer- \$235/hr.
- Staff Engineer- \$175/hr.
- Project Manager- \$150/hr.
- Drafter- \$80/hr.
- Admin- \$60/hr.
- Please note these rates are subject to change with market conditions.

#### **Items needing construction support in the future may include:**

1. One pre-construction meeting on site with all shareholders.
2. Routine site visits during construction to check status/progress.
3. Office support through writing status reports and reviewing contractor submittals.
4. Receive, review, and answer RFIs and other project questions.
5. Inspection of the final construction site.
6. Provide Record Drawings after construction.

**Total Project Cost – \$41,540.00**

#### **Assumptions**

- All surveying will be performed by Foresight Surveying or other sub consultant. Survey procurement is included in the pricing above however any changes resulting in survey inconsistencies shall be born by the
- Architectural, structural, energy code compliance or other plans/documents associated with proposed site buildings are excluded. It is anticipated that Fuller Designs will work with the client's architect to coordinate building placement.
- Cultural resources survey (Archeology) is excluded. Should a cultural resources survey be required during the review period, a supplemental contract can be addressed at that time for archeological services.
- All City of Chehalis application and review **fees** are excluded.
- Owner-initiated changes that require significant layout changes are not included and will be billed on a Time & Materials (T&M) plus markup.
- Price includes 1 round of reasonable comments from the reviewing authority. Comments that are based on reviewer opinion or other circumstances which require significant changes to the plan are not included. Reasonable is defined as taking less than 8 hours of time to revise and respond to the comments generated. Revisions beyond this timeframe will be billed on a time and materials rate.
- Wetland mitigation plans and delineation reports are excluded. It is anticipated that full stream buffers will not be impacted by the proposed development. If mitigation is necessary, the appropriate reports can be prepared under a supplemental contract.
- Additional plans, documents, and inspections requested will be billed on a time and materials basis upon your authorization.
- Private locate services are excluded but can be provided at time and material cost if needed.

#### **Deposit and Anticipated Billing**

- To begin work, no deposit is required.



- Progress invoices will be issued at project milestones or monthly.
- Invoices will be based on project percent completion including incurred T&M

### **TERMS AND CONDITIONS:**

**CONTRACT ADJUSTMENTS:** This fee proposal and scope of work are based on information available at this time. There may be a point in the future when the scope of work may change based on survey findings, or requirements stipulated by the Owner, City, County, or State. At that time, you will be given an opportunity to decide how you would like to proceed. Your options will be to stop work or to authorize the revised scope and associated costs. Fee estimates shown are accurate for 60 days (or as stipulated above) following the date of proposal.

**BILLING:** Billing will be for all work in progress each month or at project milestones. Payment of the entire amount billed is due within 10 days of bill date. If payment is not made, this agreement shall be considered in default. A 3% finance charge will be added to unpaid accounts beginning 11 days from the date of invoice and compound each subsequent 30 days. If an account becomes delinquent (11 days past due), all work on the project will be stopped and not rescheduled until the entire balance on the account is paid in full. Fuller Designs reserves the right to forward-bill the remaining project funds to restart work if stopped for delinquent invoices.

**ADDITIONAL SERVICES:** Additional services beyond the basic scope of work will be performed upon the client's request. No extra work will be undertaken without prior authorization. Revisions to work completed or in progress requested by the client or their agents will be considered extra services for which additional compensation is due. If a written proposal and authorization are required for the additional services, this will be addressed at the time the work is requested.

**OTHER SERVICES AND SUPPLIES:** Charges for services, equipment, and facilities not specifically described and any unusual items of expense not customarily incurred in our normal operations may be charged at cost plus markup.

**CANCELLATION OF CONTRACT:** This contract may be canceled at any time by either party with 15 days' written notice. Upon cancellation, for any reason, the client shall pay for all services provided through the date work is stopped plus a 20% cancellation fee of remaining contract balance in accordance with normal payment terms.

**LIMITS OF PROFESSIONAL LIABILITY:** The client agrees to limit Fuller Designs' liability to the lesser of aggregate liability of the total fee for services FD rendered on the project or \$250,000.00. This limitation on liability shall apply to all foreseeable claims, including claims of negligence, breach of contract, or breach of warranty.

**OWNERSHIP AND USE OF DOCUMENTS:** Documents, calculations, research, maps, software, drawings, and specifications prepared by Fuller Designs are and shall remain the property of Fuller Designs whether the project for which they are made is executed or not. The client shall be permitted to retain PDF copies, including reproducible copies, of drawings and specifications for information and reference in connection with client's use and occupancy of the project. Full-sized copies of documents shall be provided at the expense of the client. If the project is stopped for any reason, client shall not be entitled to receive any documents if there is any outstanding balance. PDF documents shall be released to the client only upon payment in full. CAD files shall remain the property of Fuller Designs.

**LIEN NOTICES:** By their signature below, Client states that pre-lien notices have or will be provided and shall hold Fuller Designs harmless from any failure to provide same. Fuller Designs has the right to lien. Client agrees that Fuller Designs may send a lien notice if the client does not provide payment for services rendered.

**ACCEPTANCE:** Acceptance of this contract is not a guarantee of agency approval. Fuller Designs will endeavor to obtain such approvals on the client's behalf but have no control over procedures required or laws that must be followed and cannot be held responsible for agency actions.

**INSUFFICIENT FUNDS:** If an instrument received by Fuller Designs is returned or an electronic funds transfer is rejected due to insufficient funds or any other reason, and if Fuller Design has paid to or on behalf of Client under this agreement, Client shall immediately reimburse Fuller Design for those funds paid. Client shall pay to Fuller Design any collection costs incurred by Fuller Design. Fuller Design is authorized by Client to deduct any monies due Fuller Design from the next payment received from Client prior to applying said funds to payments under the collected instrument. Additionally, a charge of \$50.00 will be assessed for checks which do not clear the bank upon which they are written.

**RELEASE OF LIABILITY:** Client agrees to fully and completely release Fuller Designs from any claim by any third party and agrees to indemnify Fuller Designs from or against any claim or award unless Fuller Designs acts in a manner proven to be outside the standard of ordinary care.

**CREDIT CARD PROCESSING FEE:** A credit card processing fee of up to 4% will be charged on all credit card payments. There is no charge to use cash or check.

**PROJECT DELAYS:** FD is responsible for the timely performance of its design and administrative services but shall not be responsible for delays due to persons or conditions beyond FD's control. If the completion of the Project is delayed by reason of ordinary negligence on the part of FD, FD shall provide accelerated services at its own expense to make up for time lost. If delayed by the owner, jurisdiction, or other entity/condition outside FD's control for more than 90 days, contract pricing may be escalated according to the market conditions and extra expenses incurred. If escalation amounts cannot be agreed upon in a timely manner, FD reserves the right to stop work, be paid for work performed, and not resume until additional costs are negotiated.

**MEDIATION/ARBITRATION:** In the event of any dispute arising under or relating to this Agreement, the parties hereby agree to mediate any such dispute before a mediator chosen and agreed upon from a list of mediators supplied by the parties. If the dispute is not resolved within sixty (60) days from the request for mediation, such dispute shall be submitted to arbitration by any certified arbitrator agreed upon by the parties.

Fuller Designs is not responsible for sending documents to outside agencies (i.e., construction companies, and other subcontractors). PDF electronic copies of plans and documents will be released to the owner or owner's representative who will be responsible for distributing them to other outside agencies of their choosing.

If these terms are acceptable, please sign below and return a copy to Fuller Designs ([kglasco@fullerdesigns.org](mailto:kglasco@fullerdesigns.org)). We look forward to working with you in the future. If you have any questions, please call us at (360) 807-4420 or email us at the address above.

**AUTHORIZATION:** Your signature below signifies your agreement to the scope of work, terms, and conditions set forth in this proposal and accepts responsibility for payment of this account.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print \_\_\_\_\_

Billing Address \_\_\_\_\_

Primary Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

**FULLER DESIGNS ACCEPTANCE OF CONTRACT**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name/Title      Cassandra Fuller, Owner

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker, Public Works Director  
Fritz Beierle, Street/Storm Superintendent

**MEETING OF:** March 11, 2024

**SUBJECT:** Purchase Skid Steer with Cold Plainer, Sourcewell Contract #040319

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**INTRODUCTION**

Purchasing a skid steer with a cold planer can greatly enhance our capabilities in construction and road maintenance projects. The cold planer attachment, also known as a milling machine, is designed to remove worn-out pavement or surface material efficiently, leaving a smooth and even surface behind. The skid steer, which is included in the 2024 Budget, would be a valuable addition to the City's equipment fleet for the following reason:

- 1. Efficiency:** A skid steer with a cold planer can significantly speed up the process of removing old pavement or surface material compared to manual methods. This efficiency translates to cost savings and quicker project completion times.
- 2. Precision:** Cold planers offer a high level of precision, allowing you to remove only the necessary depth of material, which is crucial for maintaining proper grades and surface smoothness.
- 3. Cost-Effective:** While the initial investment may seem significant, the long-term cost-effectiveness of owning a skid steer with a cold planer can be substantial, especially if you regularly undertake projects that require pavement removal or surface milling.

**DISCUSSION**

The City of Chehalis Public Works currently relies solely on a manual and costly process for maintenance and repair tasks. The purchase of this equipment was brought to the budget committee and explained how it will enhance the department's ability to address issues which often result in delays and increased costs. However, with the introduction of a skid steer equipped with a cold planer attachment, the Public Works department is poised for a transformative change.

This new machine will not only save time but also enhance efficiency, allowing for more effective care and repair of our streets. The skid steer's inclusion in the 2024 budget, shared between the Street and Stormwater departments, reflects the City's commitment to improving its maintenance practices and ensuring the longevity of its infrastructure. This machine will be purchased from Jennings Equipment through the Sourcewell contract #040319

## **FISCAL IMPACT**

The budget approved for this purchase is \$175,000 (cost is split 60% Street and 40% \$ by Stormwater). The Street share is budgeted in the Automotive/Equipment Reserve Fund (Fund 302) and Stormwater share is budgeted in Stormwater Capital Fund (Fund 416).

Contractor	Jennings Equipment
Automotive/Equipment Reserve Fund (Fund 302)	\$69,475.28
Stormwater Capitol Fund (Fund 416)	\$46,316.85
Budget Amendment Required	No
<b>Contract Total Amount</b>	<b>\$115,792.13</b>

## **BUDGET COMMITTEE**

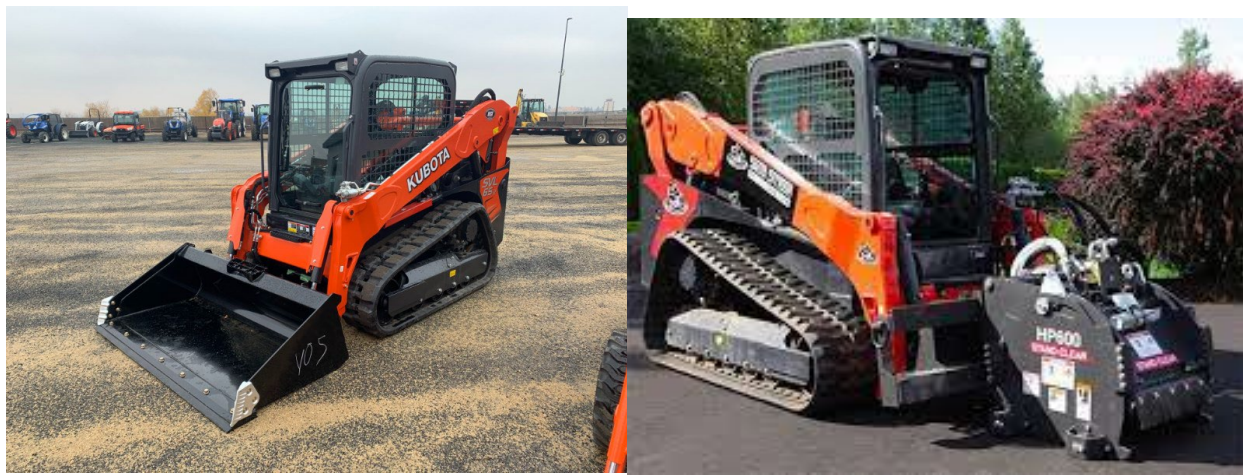
The City Council Budget Committee met on March 1, 2024, with two of the three members present, and expressed their support to use the funds included in the 2024 budget for this purpose be used as intended.

## **RECOMMENDATION**

It is recommended that the City Council authorize the purchase of the skid steer with the cold plainer attachment from Jennings Equipment for the sum of \$115,792.13.

## **SUGGESTED MOTION**

I move that the City Council authorizes the purchase of the skid steer with the cold plainer for the sum of \$115,792.13.





## CONTRACT AGREEMENT

**THIS CONTRACT AGREEMENT** dated the 11th day of March 2024, by and between the

**CITY OF CHEHALIS, WASHINGTON**, (hereinafter called **OWNER**) and Jennings Equipment inc. (hereinafter called **CONTRACTOR**). **OWNER** and **CONTRACTOR**, in consideration of the mutual covenants

hereinafter set forth, agree as follows:

### Article 1. WORK.

**CONTRACTOR** shall complete all Work as specified or indicated. The Work is generally described as:

Purchase of SVL97-2HFCC skid steer w/cold plainer  
Quote id #2753760  
Sourcewell contract #040319

### Article 2. PREVAILING WAGES.

This is a public works project and requires that prevailing wages be paid as governed by Chapter 39.12 RCW – Prevailing Wages on Public Works, regardless of the contract amount.

Each individual contractor and subcontractor on a public works project must individually file a “Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid” with the Washington State Department of Labor and Industries for each contract. **CONTRACTOR** and subcontractor must provide **OWNER** with compliance documentation.

### Article 3. CONTRACT AGREEMENT PRICE.

**OWNER** shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Agreement equal to the amounts determined:

Bid/Quote Amount	\$ 107,413.85
Sales Tax	\$ 8378.28
<b>TOTAL</b>	<b>\$115,792.13</b>

#### CITY OF CHEHALIS

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

Title: City Manager

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

#### CONTRACTOR ACCEPTANCE

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

Title: \_\_\_\_\_

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



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

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

**MEETING OF:** March 11, 2024

**SUBJECT:** Set March 25, 2024, at 5:00 P.M. to Conduct a Public Hearing on Declaration of Surplus Property, Release and Extinguish a portion of the NW Prindle St. Sanitary Sewer Force Main Easement

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**ISSUE**

A public hearing for the March 25, 2024, City Council Meeting is proposed to provide the opportunity for comment and input on the City's proposed release of interest of an existing sanitary sewer force main easement, running cross country through parcel numbers 5780-8-0, 5780-3-0, and 5780-5-0, located at 880 W Main St., 840 NW Alta Way, and 841 NW Prindle St., respectively. This hearing is required as part of the public open meeting process.

**DISCUSSION**

State law requires that a municipality conduct a public hearing to provide citizens the opportunity to comment on certain land rights actions. In 2014, a Sanitary Sewer Force Main, located Parallel to NW Prindle Street, was re-routed and a portion of the main was abandoned in place. There are no plans to replace the abandoned force main in its current location.

An applicant conference meeting was scheduled for March 6, 2024, to discuss development of a Hilton, 97-room extended stay hotel, directly adjacent to the existing Holiday Inn. State Law dictates that construction of permanent structures is prohibited in, on, or over public utility easements. The location of the easements on these parcels presents challenges and practical difficulties for development.

The sanitary sewer utility was re-routed and has been functioning effectively in its new location for almost ten years now. There is no longer a need for the City to maintain the easement through these parcel locations.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

It is recommended that the City Council set March 25, 2024, at 5:00 P.M. as the date and time to conduct the public hearing concerning a declaration of surplus property and to release and extinguish a portion of the NW Prindle St. Sanitary Sewer Force-Main Easement.

**SUGGESTED MOTION**

I move that the City Council set March 25, 2024, at 5:00 P.M. as the date and time to conduct the public hearing concerning a declaration of surplus property and to release and extinguish a portion of the NW Prindle St. Sanitary Sewer Force-Main Easement.



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director

**MEETING DATE:** March 11, 2024

**SUBJECT:** Ordinance No. 1093-B, First Reading – Amending the 2024 Budget

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**INTRODUCTION**

Ordinance No. 1093-B amending the 2024 Budget is hereby submitted to reflect the changes in estimates and actual activities of the City since the adoption of the 2024 Budget.

Throughout the year, adjustments to the budget become necessary because of City Council actions, changes in estimates, activity levels that were not anticipated during budget development, and grant awards or other receipts of outside funding. Historically, the budget has been amended two or three times per year prior to the conclusion of the fiscal year on December 31st.

There was a preliminary review of the material in the proposed amendment at the February 26, 2024, City Council meeting. The City Council Budget Committee then reviewed the information in more detail in a meeting on March 1, 2024, with two of the three members present.

**DISCUSSION**

This proposed amendment to the 2024 Budget includes the following key items:

- 1) Updates the estimated 2024 beginning fund balances for all funds to reflect the actual ending fund balances at the close of fiscal year 2023. This action has no impact on the 2024 revenues and expenditures budget but changes the estimated 2024 ending fund balances for all city funds.
- 2) Requests to carry over the remaining 2023 budget to 2024 for certain capital outlays (projects and equipment) that were approved in 2023 but are to be completed in 2024.
- 3) Adjusting revenue budget projections to reflect more actual and updated information and requesting additional appropriations that were not included in the 2024 Adopted Budget. Most of the items in the proposed budget amendment were presented to the City Council for consideration and have been approved by the City Council prior to this budget amendment.

2024 Budget Summary for the proposed amendment, including updated beginning fund balances, revenues, transfers-in, expenditures, transfers-out, and estimated ending fund balances and a detailed list of proposed budget amendment items are attached to the proposed Ordinance No. 1093-B as Exhibit “A” and Exhibit “A-1”.

The proposed budget amendment to the revenues, transfers in, expenditures, transfers out, and changes in fund balances from the proposed amendment by each fund are summarized below:

2024 Budget Amendment #1		Revenue	Transfers In	Expenditures	Transfers Out	Ending Fund Balance
Fund No. and Name	Account Name	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)
Total Amendment for General Fund (001)		652,040	-	553,145	1,300,600	(1,201,705)
Total Amendment for Street Fund (003)		-	-	4,267	-	(4,267)
Total Amendment for Emergency Fund (005)		-	414,400	-	-	414,400
Total Amendment for Sales Tax Stabilization Fund (006)		-	406,200	-	-	406,200
Total Amendment for Transportation Benefit District Fund (103)		814,600	-	106,993	-	707,607
Total Amendment for Compensated Absences Reserve Fund (110)		-	130,000	-	-	130,000
Total Amendment for Federal Advance Grant Control Fund (199)		-	-	1,833,450	-	(1,833,450)
Total Amendment for Public Facilities Reserve Fund (301)		-	-	380,991	-	(380,991)
Total Amendment for Automotive /Equipment Reserve Fund (302)		-	350,000	-	-	350,000
Total Amendment for Park Improvement Fund (303)		976,000	-	976,000	-	-
Total Amendment Second Quarter Percent REET Fund (306)		350,000	-	350,000	-	-
Total Amendment Wastewater Fund (404)		-	-	468,659	-	(468,659)
Total Amendment for Water Fund (405)		-	-	140,256	323,000	(463,256)
Total Amendment Stormwater Fund (406)		-	-	69,102	87,000	(156,102)
Total Amendment for Airport Fund (407)		450,000	-	384,919	(191,700)	256,781
Total Amendment for Wastewater Capital Fund (414)		-	-	260,680	-	(260,680)
Total Amendment for Water Capital Fund (415)		679,109	323,000	1,319,469	-	(317,360)
Total Amendment for Storm & Surface water Capital Fund (416)		-	87,000	265,871	-	(178,871)
Total Amendment for Airport Capital Fund (417)		-	(191,700)	22,475	-	(214,175)
Grand Total Amendment for City-wide All Funds		3,921,749	1,518,900	7,136,277	1,518,900	(3,214,528)

The proposed budget amendment increases the City's total revenue budget by \$3,921,749, increases appropriations by \$7,136,277, and increases the interfund transfers in and transfers out by the same amount of \$1,518,900, resulting in a net decrease in the City's fund balance by \$3,214,528.

The proposed net revenue budget increase of \$3,921,749 includes: \$3,033,749 increase for intergovernmental grants, \$700,000 for short-term interfund loans, \$626,200 increase for utility tax revenue, \$456,200 decrease for sales tax revenue, \$10,000 increase for private donations, and \$8,000 increase for surplus sales.

The purpose of the short-term interfund loan is between the Second Quarter REET Fund and the Parks Improvement Fund to provide funds for the Recreation Park additional parking project until the expenditures are reimbursed by the HUD grant. All or a substantial amount of the grant payment is expected to be received by the end of 2024. The proposed loan amount is \$350,000; however, the loan proceeds are to be budgeted both in the borrowing fund (receipt of initial loan) and the lending fund (receipt of loan repayment), thus \$700,000 in total.

The proposed net increase in appropriation of \$7,136,277 includes: \$700,000 for issue and repayment of interfund loans, \$626,200 increase in utility tax, \$650,766 increase for various other expenditures, and \$5,159,311 increase for 2023 budget carryover for certain capital projects to be completed in 2024.

Additional information on the proposed amendment to the revenues, expenditures, transfers in, and transfers out budget for each fund are explained in more detail in the fund overview section below.

## **General Fund (001)**

The proposed budget amendment increases the General Fund's revenues by \$652,040, increases appropriations by \$553,145, and increases transfers-out by \$1,300,600, resulting in a net decrease in fund balance by \$1,201,705.

Total revenue budget increase of \$652,400 includes:

<b>General Fund 2024 Budget Amendment #1 Items - Requested</b>	<b>2024 Budget Increase (Decrease)</b>
<b>Revenues:</b>	
Sales tax revenue projection adjustment	\$ (378,000)
Utility tax rate increase approved (Ordinance No. 1077-B)	626,200
RCO Grant for Parks Field Equipment	54,000
RCO Grant for Chehalis Flooding Strategy & Investment Plan	341,840
Proceeds from sale of surplus item	8,000
<b>Total Revenue</b>	<b>652,040</b>

The 2024 original sales tax projection was based on the combination of 2022 actual revenue and estimated 2023 revenue based on the first 9 months trend. However, the actual revenues for the 4<sup>th</sup> quarter 2023 were about \$97,000 less than the estimates used in the 2024 projection. In addition, 2024 year-to-date sales tax revenue through February is down 11% or \$133,002 when compared with last year. Overall, about 5.5% or \$387,000 of reduction to the original budget is proposed currently. Staff will monitor the sales tax activities closely for the next few months and assess if any additional adjustments are needed.

Total proposed appropriation increases of \$553,145 includes the following:

<b>General Fund 2024 Budget Amendment #1 Items - Requested</b>	<b>2024 Budget Increase (Decrease)</b>
<b>Expenditures:</b>	
WCIA Insurance actual premium exceed the budget	22,163
Chehalis Treatment Court Program ("CTD") *	50,000
Renewal of MOU with Economic Alliance of Lewis County *	20,000
City manager recruitment service*	18,000
Chehalis Flooding Strategy & Investment Plan project (RCO Grant funded)*	341,840
Parks field equipment purchase (RCO Grant funded)	54,000
Equipment and supplies for fire brush engine (use of surplus proceed)*	8,000
c/o Police rifles ordered in 2023 (2023 budget) received and paid in 2024	2,900
c/o Police UTV Tracks ordered in 2023 (2023 budget) received and paid for in 2024	7,242
c/o Fire APX Radios ordered in 2023 (2023 budget) received and paid for in 2024	29,000
<b>Total Expenditure Appropriation</b>	<b>553,145</b>

\*These items were presented to the City Council for consideration and have been approved by the City Council prior to this budget amendment.

Total transfers out increase of \$1,300,600 reflects the 2023 year-end fund balance commitment Ordinance No. 1090-B, which includes one-time transfers out to the reserve funds for the following:

- \$414,400 to the Emergency Fund (Fund 005)
- \$406,200 to the Sales Tax Revenue Stabilization Fund (Fund 006)
- \$130,000 to the Compensated Absences Reserve Fund (Fund 110)

- \$350,000 to the Automotive/Equipment Reserve Fund (Fund 302)

A summary of changes from the 2024 Adopted Budget to the 2024 Proposed Amended Budget for the General Fund is provided below:

<b>General Fund</b>	2024 Adopted Original Budget	Proposed Increase (Decrease)	2024 Amended Budget #1 (Proposed)	Change %
Revenues	\$ 12,813,655	\$ 652,040	\$ 13,465,695	5.1%
Transfers-In	104,970	-	104,970	0.0%
Expenditures	12,480,976	553,145	13,034,121	4.4%
Transfers-out	1,434,088	1,300,600	2,734,688	90.7%
Net Revenues Over (Under) Expenditures	(996,439)	(1,201,705)	(2,198,144)	120.6%
Beginning Fund Balance	2,040,983	1,324,304	3,365,287	64.9%
Estimated Ending Fund Balance	\$ 1,044,544	\$ 122,599	\$ <b>1,167,143</b>	11.7%
<i>% of revenue</i>				9%

The estimated ending fund balance of \$1,167,143 is about 9% of the 2024 regular general fund revenue budget. However, any unanticipated revenue and/or budget savings from vacant positions may change the outcome.

#### **Street Fund (003)**

The proposed budget amendment increases the Street Fund's appropriations by \$4,267 due to actual WCIA insurance premium exceeding the budget projection, resulting in a net decrease in fund balance by \$4,267.

#### **Emergency Fund (005)**

The proposed budget amendment increases the Emergency Fund's transfers in by \$414,400, which is transferred in from the General Fund (001) per the 2023 year-end fund balance commitment Ordinance No. 1090-B, resulting in a net increase in fund balance by \$414,400.

#### **Sales Tax Revenue Stabilization Fund (005)**

The proposed budget amendment increases the Sales Tax Revenue Stabilization Fund's transfers in by \$406,200, which is transferred in from the General Fund (001) per the 2023 year-end fund balance commitment Ordinance No. 1090-B, resulting in a net increase in fund balance by \$406,200.

#### **Transportation Benefit District (TBD) Fund (103)**

The proposed budget amendment increases the TBD Fund's revenues by \$814,600 and increases appropriations by \$106,993, resulting in a net increase in fund balance by \$707,607.

The net revenue increase of \$814,600 includes:

- \$623,700 increase for State TIB grant for National Avenue Grind & Overlay project.
- \$269,100 increase for State TIB grant for ATP sidewalk project.
- \$78,200 decrease for public transportation sales tax projection (5.5%)

The net appropriation increases of \$106,993 includes:

- \$100,000 increase for 2023 budget carryover for Downtown Market Blvd design
- \$81,317 increase for 2023 budget carryover for Chehalis Avenue reconstruction projects
- \$75,100 decrease for Main Street construction project budget (completed in 2023)
- \$776 increase for WCIA insurance

#### **Compensated Absences Reserve Fund (110)**

The proposed budget amendment increases the Compensated Absences Reserve Fund's transfers in by \$130,000 which is transferred in from the General Fund (001) per the 2023 year-end fund balance commitment Ordinance No. 1090-B, resulting in a net increase in fund balance by \$130,000.

#### **Federal Advance Grant Control Fund (aka ARPA) (199)**

The proposed budget amendment increases the Federal Advance Grant Control Fund's appropriations by \$1,833,450, which is 2023 budget carryover for a fire ladder truck and a Vactor truck. The vehicles were ordered in 2023 but are expected to be received and paid for in 2024.

#### **Public Facilities Reserve Fund (301)**

The proposed budget amendment increases the Public Facilities Reserve Fund's appropriations by \$380,991, resulting in a net decrease in fund balance by \$380,991.

The \$380,991 appropriation increase is for the following:

- \$269,991 for 2023 budget carryover for repairs to Stan Hedwall Park (FEMA funded project)
- \$80,000 for 2023 budget carryover for police garage renovation and assessment service
- \$4,000 increase for the permanent fire station headquarter preliminary A&E services budget which was approved by the City Council at 2/27/2024 council meeting.

#### **Automotive/Equipment Reserve Fund (302)**

The proposed budget amendment increases the Automotive/Equipment Reserve Fund's transfers in by \$350,000 which is transferred in from the General Fund (001) per the 2023 year-end fund balance commitment Ordinance No. 1090-B, resulting in a net increase in fund balance by \$350,000.

#### **Park Improvement Fund (303)**

The proposed budget amendment increases the Park Improvement Fund's revenues by \$976,000 and increases appropriations by \$976,000, resulting in a net zero change to the fund balance.

The \$976,000 proposed revenues budget increase includes:

- \$570,000 for HUD grant reimbursement for Recreation Park additional parking project.
- \$10,000 for private donations for Recreation Park additional parking project
- \$46,000 for RCO grant reimbursement for Recreation Park restroom retrofit project.
- \$350,000 for short-term interfund loan from the Second Quarter REET Fund to provide funds for the Recreation Park additional parking project until expenditures are reimbursed by the HUD grant.

The \$976,000 proposed additional appropriation includes the following items:

- \$580,000 for 2023 budget carryover for construction of additional parking at Recreation Park

- \$46,000 for Recreation Park restrooms retrofit project (RCO grant funded)
- \$350,000 for repayment of interfund loan to the Second Quarter REET fund. It is anticipated that the A&E work will be done in April or May and the construction will start in September and be finished in late October this year. All or a substantial amount of the grant payment is expected to be received by the end of 2024. Upon receipt of the grant payment, the borrowed funds shall be repaid to the REET fund.

### **Second Quarter REET Fund (306)**

The proposed budget amendment increases the Second Quarter REET Fund's revenues by \$350,000 and increases appropriations by \$350,000, resulting in a net zero increase in fund balance.

The \$350,000 proposed revenue increase is for receipt of interfund loan repayment from the Park Improvement Fund.

The \$350,000 proposed appropriation is for a short-term temporary loan to the Park Improvement Fund for the Recreation Park Additional Parking project until the grant reimbursement is received.

### **Wastewater Fund (404)**

The proposed budget amendment increases the Wastewater Fund's appropriations by \$468,659 resulting in a net decrease of fund balance by \$468,659.

The \$468,659 proposed increase in appropriation includes \$35,259 for WCIA insurance increase and \$433,400 for utility tax rate increase per Ordinance No. 1077-B (December 11, 2023)

### **Water Fund (405)**

The proposed budget amendment increases the Water Fund's appropriations by \$140,256 and increases transfers out by \$323,000, resulting in a net decrease of fund balance by \$463,256.

The \$140,256 proposed increase in appropriation includes \$14,556 for WCIA insurance increase and \$125,700 for utility tax rate increase per Ordinance No. 1077-B (December 11, 2023).

The \$323,000 increase in transfers is a portion of the fund balance in the Water O&M Fund in excess of 3-month operating expenditures and annually required debt service. The excess fund balance is transferred to the Water Capital Fund (415).

### **Storm & Surface Water Fund (406)**

The proposed budget amendment increases the Storm & Surface Water Fund's appropriations by \$69,102 and increases transfers out by \$87,000, resulting in a net decrease of fund balance by \$156,102.

The \$69,102 proposed increase in appropriation includes \$2,002 for WCIA insurance and \$67,100 increase for utility tax rate increase per Ordinance No. 1077-B (December 11, 2023).

The \$87,000 increase in transfers is a portion of the fund balance in the Storm & Surface Water O&M Fund in excess of 3-month operating expenditures. The excess fund balance is transferred to the Storm & Surface Water Capital Fund (416).

### **Airport Fund (407)**

The proposed budget amendment increases the Airport Fund's revenues by \$450,000, increases appropriations by \$384,919, and decreases transfers out by \$191,700, resulting in a net increase in fund balance by \$256,781.

The \$450,000 proposed increase in revenue is the FAA grant for the Airport master plan update project.

The \$384,919 proposed increase in appropriation includes \$377,491 for 2023 budget carryover for the Airport Master Plan Update project to be completed in 2024 and \$7,428 for WCIA insurance.

The \$191,700 proposed decrease in transfers is to adjust the estimated ending operating reserve balance of 3-month operating expenditures in the Airport O&M. This adjustment will reduce the transfers in budget for the Airport Capital Fund (417).

### **Wastewater Capital Fund (414)**

The proposed budget amendment increases the Wastewater Capital Fund's appropriations by \$260,680, which is a carryover of 2023 capital budget for the following:

- \$34,000 for Tow Behind Air Compressor
- \$226,680 for EQ Interconnect project design and construction

### **Water Capital Fund (415)**

The proposed budget amendment increases the Water Capital Fund's revenues by \$679,109, transfers in by \$323,000 which is from the Water O&M Fund, increases appropriations by \$1,319,469, resulting in a net decrease in fund balance by \$317,360.

The \$679,109 revenue budget increase is for 0.09 Distressed Counties Grant from the Lewis County for the Bishop Road water main replacement project cost.

The \$1,319,469 increase in appropriations is to carry over 2023 capital budget for the following projects to be completed in 2024:

- \$40,000 for Fluoride machine for filter plant
- \$70,000 for onsite generator for 158<sup>th</sup> pump station
- \$188,950 for Vactor truck (Water share)
- \$35,000 for replace windows and ceiling at WFP
- \$49,188 for Bishop Road water loop construction engineering
- \$629,921 for Bishop Road water loop construction
- \$23,437 for Chehalis Avenue reconstruction retainage (Water share)
- \$60,000 for Chehalis raw waterline replacement design
- \$22,973 for Greenwood/SE Prospect waterline replacement design
- \$100,000 for design liner for settling basins
- \$100,000 for downtown Market Blvd renovation design (1/4 cost share)

### **Storm & Surface Water Capital Fund (416)**

The proposed budget amendment increases the Storm & Surface Water Capital Fund's transfers in by \$87,000 which is transferred from the Storm & Surface Water O&M Fund and increases appropriations by \$265,871, resulting in a net decrease in fund balance by \$178,871.

The \$265,871 increase in appropriations is to carry over 2023 capital budget for the following projects to be completed in 2024:

- \$188,950 for Vactor truck (Stormwater share)
- \$75,000 for storm replacement between 16<sup>th</sup> and Market
- \$1,921 for Chehalis Avenue reconstruction retainage (Stormwater share)

### **Airport Capital Fund (417)**

The proposed budget amendment decreases the Airport Capital Fund's transfers in from the Airport O&M Fund by \$191,700 and increases appropriations by \$22,475 for a retainage released in 2024 for the Airport above ground fuel tank contract.

### **City-Wide Summary**

The proposed budget amendment revises the 2024 budget by a combined net total decrease in fund balance by \$3,214,528, increase the estimated beginning fund balances by \$7,819,683 to reflect the actual ending balance at the closed of year 2023, and the total estimated ending fund balance to \$27,351,266 as provided below:

	2024 Adopted Original Budget	Proposed Increase (Decrease)	2024 Amended Budget #1 (Proposed)	Change %
<b>City-wide (All Funds)</b>				
Revenues	\$ 30,603,760	\$ 3,921,749	\$ 34,525,509	12.8%
Transfers-In	4,130,868	1,518,900	5,649,768	36.8%
Expenditures	34,481,201	7,136,277	41,617,478	20.7%
Transfers- out	4,130,868	1,518,900	5,649,768	36.8%
Net Revenues Over (Under) Expenditures	\$ (3,877,441)	\$ <b>(3,214,528)</b>	\$ (7,091,969)	82.9%
Beginning Fund Balance	26,623,552	7,819,683	34,443,235	29.4%
Estimated Ending Fund Balance	\$ 22,746,111	\$ 4,605,155	\$ <b>27,351,266</b>	20.2%

### **RECOMMENDATION**

It is recommended that the City Council pass Ordinance No. 1093-B on first reading.

### **SUGGESTED MOTION**

I move that the City Council pass Ordinance No. 1093-B on first reading and schedule the second reading for the City Council meeting on March 25, 2024.



## **ORDINANCE NO. 1093-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, AMENDING THE 2024 FISCAL YEAR BUDGET ADOPTED BY ORDINANCE NO. 1080-B BY REVISING THE BUDGETED AMOUNTS BY A COMBINED TOTAL OF THREE MILLION TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS (\$3,214,528) FOR THE GENERAL FUND, STREET FUND, EMERGENCY FUND, SALES TAX REVENUE STABILIZATION FUND, TRANSPORTATION BENEFIT DISTRICT FUND, COMPENSATED ABSENCES RESERVE FUND, FEDERAL ADVANCE GRANT CONTROL FUND, PUBLIC FACILITIES RESERVE FUND, AUTOMOTIVE/EQUIPMENT RESERVE FUND, PARK IMPROVEMENT FUND, SECOND QUARTER PERCENT REET FUND, WASTEWATER FUND, WATER FUND, STORM & SURFACE WATER FUND, AIRPORT FUND, WASTEWATER CAPITAL FUND, WATER CAPITAL FUND, STORM & SURFACE WATER CAPITAL FUND, AND AIRPORT CAPITAL FUND, AND DIRECTING THE FINANCE DIRECTOR TO EFFECT THE BUDGET AMENDMENTS HEREIN PROVIDED.**

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

**Section 1.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the General Fund's revenues by \$652,040, increase appropriations by \$553,145, and increase transfers-out by \$1,300,600.

**Section 2.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Street Fund's appropriations by \$4,267.

**Section 3.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Emergency Fund's transfers in by \$414,400.

**Section 4.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Sales Tax Revenue Stabilization Fund's transfers in by \$406,200.

**Section 5.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Transportation Benefit District Fund's revenues by \$814,600 and increase the appropriations by \$106,993.

**Section 6.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Compensated Absences Reserve Fund's transfers in by \$130,000.

**Section 7.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Federal Advance Grant Control Fund's appropriations by \$1,833,450.

**Section 8.** The annual budget of the city for the calendar year 2024 shall be, and the

same hereby is, amended so as to increase the Public Facilities Reserve Fund's appropriations by \$380,991.

**Section 9.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Automotive/Equipment Reserve Fund's transfers-in by \$350,000.

**Section 10.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Park Improvement Fund's revenues by \$976,000 and increase appropriations by \$976,000.

**Section 11.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Second Quarter REET Fund's revenues by \$350,000 and increase appropriations by \$350,000.

**Section 12.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Wastewater Fund's appropriations by \$468,659.

**Section 13.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Water appropriations by \$140,256 and increase transfers out by \$323,000.

**Section 14.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Storm & Surface Water Fund's appropriations by \$69,102 and increase transfers out by \$87,000.

**Section 15.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Airport Fund's revenues by \$450,000 and increase appropriations by \$384,919, and decrease transfers out by \$191,700.

**Section 16.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Wastewater Capital Fund's appropriations by \$260,680.

**Section 17.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Water Capital Fund's revenues by \$679,109, increase transfers in by \$323,000, and increase appropriations by \$1,319,469.

**Section 18.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to increase the Storm & Surface Water Capital Fund's transfers in by \$87,000 and increase appropriations by \$265,871.

**Section 19.** The annual budget of the city for the calendar year 2024 shall be, and the same hereby is, amended so as to decrease the Airport Capital Fund's transfers in by \$191,700 and increase appropriations by \$22,475.

**Section 9.** Attached hereto and identified as Exhibit A, in summary form, is the total of

estimated revenues, transfers-in, expenditures, and transfers-out for each separate fund and the aggregate totals for all such funds combined for the city for the amended 2024 budget which shows a total estimated ending fund balance of \$27,351,266.

**PASSED** by the City Council of the City of Chehalis, Washington, and **APPROVED** on its first reading at a regularly scheduled open public meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and content:

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



2024 Budget Amendment #1			2024	Revenue	Transfers In	Expenditures	Transfers Out	Ending Fund Balance	Proposed
Fund No. and Name	Account Name	Reason for Amendment	Adopted Budget	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Amended Budget
<b>Fund 001 - General Fund</b>									
<b>Revenues:</b>									
001.313.011.00	Local Sales & Use Tax	Adjust Local Sales tax projection	6,654,800	(357,300)				(357,300)	6,297,500
001.313.061.00	Brokered Natural Gas Use Tax	Adjust Brokered Natural Gas tax projection	60,900	(9,300)				(9,300)	51,600
001.313.071.00	Criminal Justice Sales Tax	Adjust Criminal Justice Sales tax projection	197,400	(11,400)				(11,400)	186,000
001.316.048.00	B&O Tax on Utility - Water	Utility tax increase ORD No. 1077-B	205,200	125,700				125,700	330,900
001.316.049.00	B&O Tax on Utility - Wastewater	Utility tax increase ORD No. 1077-B	354,500	433,400				433,400	787,900
001.316.050.00	B&O Tax on Utility - Stormwater	Utility tax increase ORD No. 1077-B	-	67,100				67,100	67,100
001.334.002.70	State Grant - RCO	RCO Grant for Parks Field Equipment Purchase	-	54,000				54,000	54,000
001.334.002.70	State Grant - RCO	RCO Grant # 23-1221 Chehalis Flooding Strategy & Invest Plan	-	341,840				341,840	341,840
001.395.010.00	Proceeds from Sales of Capital Assets	Proceeds for Wildland Skid Surplus sales (fire)	-	8,000				8,000	8,000
Total General Fund Revenues & Transfers In			12,918,625	652,040	-	-	-	652,040	13,570,665
<b>Expenditures:</b>									
001.B1.511.060.46.00	Insurance	WCIA insurance premium exceed the budget	1,500			233		233	1,733
<b>subtotal for City Council (B1)</b>			<b>98,250</b>	-	-	<b>233</b>	-	<b>233</b>	<b>98,483</b>
001.C1.512.051.41.04	Prof Svc - LC Case Mgmt Svc	Chehalis Treatment Court Program SVC - ILA w/ LC	-			50,000		50,000	50,000
001.C1.512.050.46.00	Insurance	WCIA insurance premium exceed the budget	20,600			(1,610)		(1,610)	18,990
<b>subtotal for Municipal Court (C1)</b>			<b>431,988</b>	-	-	<b>48,390</b>	-	<b>48,390</b>	<b>480,378</b>
001.D1.513.010.46.00	Insurance	WCIA insurance premium exceed the budget	11,700			(265)		(265)	11,435
<b>subtotal for City Manager (D1)</b>			<b>233,325</b>	-	-	<b>(265)</b>	-	<b>(265)</b>	<b>233,060</b>
001.E1.514.023.46.00	Insurance	WCIA insurance premium exceed the budget	19,400			247		247	19,647
<b>subtotal for Finance (E1)</b>			<b>453,373</b>	-	-	<b>247</b>	-	<b>247</b>	<b>453,620</b>
001.E4.514.020.46.00	Insurance	WCIA insurance premium exceed the budget	6,800			(1,082)		(1,082)	5,718
<b>subtotal for City Clerk (E4)</b>			<b>119,448</b>	-	-	<b>(1,082)</b>	-	<b>(1,082)</b>	<b>118,366</b>
001.F2.518.030.46.00	Insurance	WCIA insurance premium exceed the budget	70,000			(639)		(639)	69,361
001.F2.518.031.46.00	Insurance	WCIA insurance premium exceed the budget	8,700			1,745		1,745	10,445
001.F2.572.050.46.00	Insurance	WCIA insurance premium exceed the budget	13,500			1,859		1,859	15,359
001.F2.576.020.46.00	Insurance	WCIA insurance premium exceed the budget	9,600			1,309		1,309	10,909
001.F2.576.080.46.00	Insurance	WCIA insurance premium exceed the budget	9,400			5,047		5,047	14,447
001.F2.594.076.64.00	Capital Equipment	Parks Field Equipment Purchase (RCO Grant)	20,000			54,000		54,000	74,000
<b>subtotal for Parks &amp; Facilities (F2)</b>			<b>1,712,797</b>	-	-	<b>63,321</b>	-	<b>63,321</b>	<b>1,776,118</b>
001.G1.518.090.46.00	Insurance	WCIA insurance premium exceed the budget	10,500			2,409		2,409	12,909
001.G1.558.070.41.00	Prof Services- Econ Alliance LC	Renewal MOU with Economic Alliance of LC	-			20,000		20,000	20,000
001.G1.597.000.05.05	Transfer out - Fund 005	YE 2023 FB Committed Ord 1090-B - Emergencies	-				414,400	414,400	414,400
001.G1.597.000.05.06	Transfer out - Fund 006	YE 2023 FB Committed Ord 1090-B - Sales Tax Stabilization	-				406,200	406,200	406,200
001.G1.597.000.05.10	Transfer out - Fund 110	YE 2023 FB Committed Ord 1090-B - Reserve for Cash outs	-				130,000	130,000	130,000
001.G1.597.000.05.32	Transfer out - Fund 302	YE 2023 FB Committed Ord 1090-B - Auto/Equip Reserve	-				350,000	350,000	350,000
<b>subtotal for Non-Departmental (G1)</b>			<b>1,785,888</b>	-	-	<b>22,409</b>	<b>1,300,600</b>	<b>1,323,009</b>	<b>1,333,509</b>
001.G2.518.010.41.00	Professional Services	City Manager Recruitment Svc	30,000			18,000		18,000	48,000
001.G2.518.010.46.00	Insurance	WCIA insurance premium exceed the budget	5,100			(249)		(249)	4,851
<b>subtotal for Human Resources (G2)</b>			<b>167,570</b>	-	-	<b>17,751</b>	-	<b>17,751</b>	<b>185,321</b>
001.H1.521.010.46.00	Insurance	WCIA insurance premium exceed the budget	138,700			(2,834)		(2,834)	135,866
001.H1.521.022.35.00	Small Tools & Minor Equipment	Rifles ordered in 2023 (2023 budget) received & paid for in 2024	22,700			2,900		2,900	25,600
001.H1.594.021.64.00	Machinery & Equipment	UTV Tracks ordered in 2023 (2023 budget) received in 2024	-			7,242		7,242	7,242
<b>subtotal for Police (H1)</b>			<b>4,273,981</b>	-	-	<b>7,308</b>	-	<b>7,308</b>	<b>161,466</b>
001.I1.522.020.33.00	Personal Protected Equip (PPE)	Additional PPEs to complete equipping Brush Engine	22,000			4,000		4,000	32,842

2024 Budget Amendment #1			2024	Revenue	Transfers In	Expenditures	Transfers Out	Ending Fund Balance	Proposed
Fund No. and Name	Account Name	Reason for Amendment	Adopted Budget	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Amended Budget
001.I1.522.020.35.00	Small Tools & Minor Equipment	Materials to complete equipping Brush Engine.	-			4,000		4,000	4,000
001.I1.522.020.35.00	Small Tools & Minor Equipment	c/o 2023 Purchase Order for APX Radios 12 each. Rec'd in 2024	43,420			29,000		29,000	72,420
001.I1.522.020.46.00	Insurance	WCIA insurance premium exceed the budget	115,100			14,409		14,409	129,509
		<b>subtotal for Fire (I1)</b>	<b>2,780,211</b>	-	-	<b>51,409</b>	-	<b>51,409</b>	<b>2,831,620</b>
001.P2.524.011.46.00	Insurance	WCIA insurance premium exceed the budget	13,800			(493)		(493)	13,307
001.P2.553.030.41.00	Prof Services	Chehalis Flooding Strategy & Invest Plan (RCO Grant #23-1221)	-			341,840		341,840	341,840
001.P2.559.030.46.00	Insurance	WCIA insurance premium exceed the budget	14,400			4,277		4,277	18,677
		<b>subtotal for Planning &amp; Building (P2)</b>	<b>1,236,304</b>	-	-	<b>345,624</b>	-	<b>345,624</b>	<b>1,581,928</b>
001.R1.571.011.46.00	Insurance	WCIA insurance premium exceed the budget	9,700			(1,453)		(1,453)	8,247
001.R1.571.022.46.00	Insurance	WCIA insurance premium exceed the budget	15,300			(747)		(747)	14,553
		<b>subtotal for Recreation (R1)</b>	<b>518,229</b>	-	-	<b>(2,200)</b>	-	<b>(2,200)</b>	<b>516,029</b>
Total General Fund Expenditures & Transfers Out			13,915,064	-	-	553,145	1,300,600	1,853,745	15,768,809
<b>Total Amendment for General Fund (001)</b>				<b>652,040</b>	-	<b>553,145</b>	<b>1,300,600</b>	<b>(1,201,705)</b>	

#### Fund 003 - Street Fund

##### Revenues:

##### Expenditures:

003.01.543.010.46.00	Insurance	WCIA insurance premium exceed the budget	39,400			3,994		3,994	43,394
003.02.544.020.46.00	Insurance	WCIA insurance premium exceed the budget	600			273		273	873
Total Street Fund Expenditures & Transfers Out			1,476,607	-	-	4,267	-	4,267	1,480,874
<b>Total Amendment for Street Fund (003)</b>				-	-	<b>4,267</b>	-	<b>(4,267)</b>	

#### Fund 005 - Emergency Fund

##### Revenues:

005.397.000.01	Transfer in - Fund 001	YE 2023 FB Committed Ord 1090-B - Emergency Fund	-		414,400			414,400	414,400
Total Emergency Fund Revenues & Transfers In				-	414,400	-	-	414,400	414,400
<b>Total Amendment for Emergency Fund (005)</b>				-	<b>414,400</b>	-	-	<b>414,400</b>	

#### Fund 006 - Sales Tax Revenue Stabilization Fund

##### Revenues:

006.397.000.01	Transfer in - Fund 001	YE 2023 FB Committed Ord 1090-B - Sales Tax Stabilization	-		406,200			406,200	406,200
Total Sales Tax Revenue Stabilization Fund Revenues & Transfers In				-	406,200	-	-	406,200	406,200
<b>Total Amendment for Sales Tax Stabilization Fund (006)</b>				-	<b>406,200</b>	-	-	<b>406,200</b>	

#### Fund 103 - Transportation Benefit District Fund

##### Revenues:

103.313.021.00	TBD Sales tax	Adjust projection -5%	1,564,000	(78,200)				(78,200)	1,485,800
103.334.003.82	State Grant - TIB	TIB Grant for National Avenue (NE Washington to NW Chamber)	-	623,700				623,700	623,700
103.334.003.82	State Grant - TIB	TIB Grant for ATP Sidewalk project	-	269,100				269,100	269,100
Total Transportation Benefit District Fund Revenues & Transfers In			1,637,800	814,600	-	-	-	814,600	2,452,400

##### Expenditures:

103.01.543.010.46.00	Insurance	WCIA insurance premium exceed the budget	-			776		776	776
103.03.595.010.65.40	Design	c/o 2023 Downtown Market Blvd Renovation Design (1/4 cost share)	100,000			100,000		100,000	200,000
103.03.595.010.65.41	Construction - CE	Main Street Grind & Overlay -Construction (Completed IN 2023)	75,100			(75,100)		(75,100)	-

2024 Budget Amendment #1			2024	Revenue	Transfers In	Expenditures	Transfers Out	Ending Fund Balance	Proposed
Fund No. and Name	Account Name	Reason for Amendment	Adopted Budget	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Amended Budget
103.03.595.030.65.30	Construction - Road Way	c/o 2023 Chehalis Ave Reconstruction - Retainage (TBD share)	65,000			81,317		81,317	146,317
	Total Transportation Benefit District Fund Expenditures & Transfers Out		1,421,988	-	-	106,993	-	106,993	1,528,981
Total Amendment for Transportation Benefit District Fund (103)				814,600	-	106,993	-	707,607	
Fund 110 - Compensated Absences Reserve Fund									
Revenues:									
110.397.000.01	Transfer in - Fund 001	2023 YE Commitment ORD 1090-B	-	-	130,000			130,000	130,000
	Total Tourism Fund Revenues & Transfers In		5,300	-	130,000	-	-	130,000	135,300
Total Amendment for Compensated Absences Reserve Fund (110)				-	130,000	-	-	130,000	
Fund 199 - Federal Advance Grant Control Fund									
Expenditures:									
199.11.594.022.64.00	Machinery & Equipment	c/o 2023 Purchase of a Fire Ladder Truck (est. deliver in May 2024)	-			1,644,500		1,644,500	1,644,500
199.03.594.044.64.00	Machinery & Equipment	c/o 2023 Vactor Truck (Street share) - switch from transfer	-			188,950		188,950	188,950
	Total Federal Advance Grant Control Fund Expenditures & Transfers Out		-	-	-	1,833,450	-	1,833,450	1,833,450
Total Amendment for Federal Advance Grant Control Fund (199)				-	-	1,833,450	-	(1,833,450)	
Fund 301 - Public Facilities Reserve Fund									
Revenues:									
Expenditures:									
301.44.594.022.65.40	Design Engineering (PE/A&E)	Fire Station HQ Planning & Preliminary Design	40,000			4,000		4,000	44,000
301.44.594.076.63.00	Other Improvement	c/o FEMA Repair project at Lintott/Alexander Park	-			296,991		296,991	296,991
301.44.594.021.62.00	Bldg/Structure - Evidence Grage	c/o Police Evidence Garage Renovation	-			80,000		80,000	80,000
	Total Public Facilities Reserve Fund Expenditures & Transfers Out		40,000	-	-	380,991	-	380,991	420,991
Total Amendment for Pubic Facilities Reserve Fund (301)				-	-	380,991	-	(380,991)	
Fund 302 - Automotive / Equipment Reserve Fund									
Revenues:									
302.397.000.01	Transfer in - Fund 001	YE 2023 Committed FB Ord 1090-B	-		350,000			350,000	350,000
	Total Automotive / Equipment Reserve Fund Revenues & Transfers In		19,700	-	350,000	-	-	350,000	369,700
Total Amendment for Automotive /Equipment Reserve Fund (302)				-	350,000	-	-	350,000	
Fund 303 - Park Improvement Fund									
Revenues:									
303.331.014.25	Federal Grant - HUD (EDICPF)	HUD Grant reimbursement for Rec Park Parking Lot Project	-	570,000	-			570,000	570,000
303.334.002.70	State Grant - RCO	Rec Parks Restroom Retrofit Project (RCO Grant)	-	46,000				46,000	46,000
303.367.011.71	Donations - Rec Park	Private Contributions for Additional Parking at Rec Park	20,000	10,000				10,000	30,000
303.381.020.36	Interfund Loan Received - Fund 3	Short-term interfund loan from Fund 306 for Parking Project	-	350,000				350,000	350,000
	Total Park Improvement Fund Revenues & Transfers In		68,900	976,000	-	-	-	976,000	1,044,900
Expenditures:									
303.70.581.020.00.36	Interfund Loan Payment - Fund 3	Repay to Q2 REET Fund (306) - Rec Park Addtl Parking Grant Reimt	-			350,000		350,000	350,000
303.70.594.076.63.01	Other Improvement - Rec Park	Rec Parks Restroom Retrofit Project (RCO Grant)	-			46,000		46,000	46,000
303.70.594.076.63.01	Other Improvement - Rec Park	c/o 2023 Ph3 Recreation Park Parking Project (HUD Grant \$570K)	-			580,000		580,000	580,000
	Total Park Improvement Fund Expenditures & Transfers Out		40,000	-	-	976,000	-	976,000	1,016,000

2024 Budget Amendment #1			2024	Revenue	Transfers In	Expenditures	Transfers Out	Ending Fund Balance	Proposed
Fund No. and Name	Account Name	Reason for Amendment	Adopted Budget	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Amended Budget
<b>Total Amendment for Park Improvement Fund (303)</b>				<b>976,000</b>	<b>-</b>	<b>976,000</b>	<b>-</b>	<b>-</b>	

#### Fund 306 - Second Quarter Percent REET Fund

##### Revenues:

306.381.020.33	Interfund Loan Received - Fund 303 - Rec Park Additional Parking Grant Reimb		-	350,000				350,000	350,000
	Total Second Quarter Percent REET Fund Revenues & Transfers In		156,100	350,000	-	-	-	350,000	506,100

##### Expenditures:

306.44.581.020.00.33	Interfund Loan Payment - Fund 303 - Rec Park Additional Parking Project		-			350,000	-	350,000	350,000
	Total Second Quarter Percent REET Fund Expenditures & Transfers Out		96,490	-	-	350,000	-	350,000	446,490

<b>Total Amendment Second Quarter Percent REET Fund (306)</b>				<b>350,000</b>	<b>-</b>	<b>350,000</b>	<b>-</b>	<b>-</b>	
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#### Fund 404 - Wastewater Fund

##### Revenues:

##### Expenditures:

404.11.535.010.40.10	UT Tax Assessment - GF	Utility tax increase ORD No. 1077-B	354,500			433,400		433,400	787,900
404.11.535.010.46.00	Insurance	WCIA insurance premium exceed the budget	321,900			33,356		33,356	355,256
404.11.535.020.46.00	Insurance	WCIA insurance premium exceed the budget	4,500			1,903		1,903	6,403
	Total Wastewater Fund Expenditures & Transfers Out		6,721,258	-	-	468,659	-	468,659	7,189,917

<b>Total Amendment Wastewater Fund (404)</b>				<b>-</b>	<b>-</b>	<b>468,659</b>	<b>-</b>	<b>(468,659)</b>	
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#### Fund 405 - Water Fund

##### Expenditures:

405.10.534.010.40.10	UT Tax Assessment - GF	Utility tax increase ORD No. 1077-B	205,200			125,700		125,700	330,900
405.10.534.010.46.00	Insurance	WCIA insurance premium exceed the budget	169,200			15,185		15,185	184,385
405.10.534.021.46.00	Insurance	WCIA insurance premium exceed the budget	4,800			(531)		(531)	4,269
405.10.534.070.46.00	Insurance	WCIA insurance premium exceed the budget	9,800			(98)		(98)	9,702
405.10.597.009.55.15	Transfer out to 415	From Fund 405 excess over operating reserve	444,900				323,000	323,000	767,900
	Total Water Fund Expenditures & Transfers Out		3,908,322	-	-	140,256	323,000	463,256	4,371,578

<b>Total Amendment for Water Fund (405)</b>				<b>-</b>	<b>-</b>	<b>140,256</b>	<b>323,000</b>	<b>(463,256)</b>	
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#### Fund 406 - Storm & Surface Water Fund

##### Expenditures:

406.06.531.020.46.00	Insurance	WCIA insurance premium exceed the budget	600			273		273	873
406.06.531.031.40.10	UT Tax Assessment - GF	Utility tax increase ORD No. 1077-B	-			67,100		67,100	67,100
406.06.531.031.46.00	Insurance	WCIA insurance premium exceed the budget	21,000			1,729		1,729	22,729
406.06.597.009.55.16	Transfer out to 416	From Fund 406 excess over operating reserve	227,000				87,000	87,000	314,000
	Total Stormwater Fund Expenditures		870,449	-	-	69,102	87,000	156,102	1,026,551

<b>Total Amendment Stormwater Fund (406)</b>				<b>-</b>	<b>-</b>	<b>69,102</b>	<b>87,000</b>	<b>(156,102)</b>	
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#### Fund 407 - Airport Fund

##### Revenues:

407.331.020.00	FAA Airport Grant	FAA Grant for Airport Master Plan project cost reimbursement	-	450,000				450,000	450,000
	Total Airport Fund Revenues & Transfers In		2,246,150	450,000	-	-	-	450,000	2,696,150

##### Expenditures:

407.09.546.010.41.00	Professional Services	c/o Airport Master Plan Update Remaining Budget	50,000			377,491		377,491	427,491
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2024 Budget Amendment #1			2024	Revenue	Transfers In	Expenditures	Transfers Out	Ending Fund Balance	Proposed
Fund No. and Name	Account Name	Reason for Amendment	Adopted Budget	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Amended Budget
407.09.546.010.46.00	Insurance	WCIA insurance premium exceed the budget	50,600			7,428		7,428	58,028
407.09.597.010.55.17	Transfer out to 417	From Fund 407 excess over (under) operating reserve	1,263,500				(191,700)	(191,700)	1,071,800
Total Airport Fund Expenditures			2,817,011	-	-	384,919	(191,700)	193,219	3,010,230
<b>Total Amendment for Airport Fund (407)</b>				<b>450,000</b>	<b>-</b>	<b>384,919</b>	<b>(191,700)</b>	<b>256,781</b>	
<b>Fund 414 - Wastewater Capital Fund</b>									
<b>Expenditures:</b>									
414.11.594.035.64.00	Machinery & Equipment	c/o 2023 Tow Behind Air Compressor	566,000			34,000		34,000	600,000
414.11.594.035.65.00	Construction Project	c/o 2023 EQ Interconnect Project- Construction	371,500			176,680		176,680	548,180
414.11.594.035.65.40	Design & Engineering (A&E)	c/o 2023 EQ Interconnect Project- PE	25,000			50,000		50,000	75,000
Total Wastewater Capital Fund Expenditures			1,042,600	-	-	260,680	-	260,680	1,303,280
<b>Total Amendment for Wastewater Capital Fund (414)</b>				<b>-</b>	<b>-</b>	<b>260,680</b>	<b>-</b>	<b>(260,680)</b>	
<b>Fund 415 - Water Capital Fund</b>									
<b>Revenues:</b>									
415.337.009.45	Distress Counties Grant	Distressed countrnies grant for Bishop Road Water Loop project	-	679,109				679,109	679,109
415.397.010.05	Transfers In - Fund 405	Transfers in from 405	444,900		323,000			323,000	767,900
Total Water Capital Fund Revenues & Transfers In			2,820,280	679,109	323,000	-	-	1,002,109	3,822,389
<b>Expenditures:</b>									
415.10.594.034.63.00	Other Improvements	c/o 2023 Replace Windows and Ceiling at WFP	72,500			35,000		35,000	107,500
415.10.594.034.64.00	Machinery & Equipment	c/o 2023 Fluoride Machine for Filter Plant	62,500			40,000		40,000	102,500
415.10.594.034.64.00	Machinery & Equipment	c/o 2023 Onsite Generator for 158th Pump Station	-			70,000		70,000	70,000
415.10.594.034.64.00	Machinery & Equipment	c/o 2023 Vactor Truck (Water Share)	-			188,950		188,950	188,950
415.10.594.034.65.00	Construction Projects	c/o 2023 Bishop Road Water Loop -Construction - contract balance	1,359,000			629,921		629,921	1,988,921
415.10.594.034.65.00	Construction Projects	c/o 2023 Chehalis Ave Reconstruction - Construction (Water share)	-			23,437		23,437	23,437
415.10.594.034.65.40	Design Engineering (A&E)	c/o 2023 Chehalis Raw Waterline Replacement - PE design	1,576,000			60,000		60,000	1,636,000
415.10.594.034.65.40	Design Engineering (A&E)	c/o 2023 Greenwood/ SE Prospect Waterline Replacement - Design	-			22,973		22,973	22,973
415.10.594.034.65.40	Design Engineering (A&E)	c/o 2023 Design Liner for Settling Basins	-			100,000		100,000	100,000
415.10.594.034.65.40	Design Engineering (A&E)	c/o 2023 Downtown Market Blvd Renovation Design (1/4 cost share)	-			100,000		100,000	100,000
415.10.594.034.65.41	Construction Engineering (CE)	c/o 2023 Bishop Road Water Loop - CE contract balance	100,000			49,188		49,188	149,188
Total Water Capital Fund Expenditures			3,420,000	-	-	1,319,469	-	1,319,469	4,739,469
<b>Total Amendment for Water Capital Fund (415)</b>				<b>679,109</b>	<b>323,000</b>	<b>1,319,469</b>	<b>-</b>	<b>(317,360)</b>	
<b>Fund 416 - Storm &amp; Surfacewater Capital Fund</b>									
<b>Revenues:</b>									
416.397.020.06	Transfer In - Fund 406	Transfers in from 406	227,000.00		87,000			87,000	314,000
Total Storm & Surface water Capital Revenues & Transfers In			260,200	-	87,000	-	-	87,000	347,200
<b>Expenditures:</b>									
416.06.594.031.64.00	Machinery & Equipment	c/o 2023 Vactor Truck (Stormwater cost)	280,500			188,950		188,950	469,450
416.06.594.031.65.00	Construction Projects	c/o 2023 Storm replacement between 16th & Market	314,200			75,000		75,000	389,200
416.06.594.031.65.00	Construction Projects	c/o Chehalis Ave Reconstruction - Retainage (Storm share)	-			1,921		1,921	1,921
Total Storm & Surface water Capital Fund Expenditures			873,960	-	-	265,871	-	265,871	1,139,831
<b>Total Amendment for Storm &amp; Surface water Capital Fund (416)</b>				<b>-</b>	<b>87,000</b>	<b>265,871</b>	<b>-</b>	<b>(178,871)</b>	

2024 Budget Amendment #1			2024	Revenue	Transfers In	Expenditures	Transfers Out	Ending Fund Balance	Proposed
Fund No. and Name	Account Name	Reason for Amendment	Adopted Budget	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)	Amended Budget
Fund 417 - Airport Capital Fund									
Revenues:									
417.397.080.07	Transfer in - Fund 407	Transfers in from 407	1,263,500		(191,700)			(191,700)	1,071,800
Total Airport Capital Fund Revenues & Transfers In			1,308,100	-	(191,700)	-	-	(191,700)	1,116,400
Expenditures:									
417.09.594.046.53.01	Other Imprvement - AGFS	Airport Above Ground Fuel Tank EQ - Release Retainage	-			22,475		22,475	22,475
Total Airport Capital Fund Expenditures			442,000	-	-	22,475	-	22,475	464,475
Total Amendment for Airport Capital Fund (417)					-	(191,700)	22,475	-	(214,175)
Grand Total Amendment for City-wide All Funds				3,921,749	1,518,900	7,136,277	1,518,900	(3,214,528)	

**CITY OF CHEHALIS "FIRST" AMENDED 2024 BUDGET**  
**2024 AMENDED BUDGET SUMMARY REVISED WITH ORDINANCE NO. 1093-B**  
Original Adopted Budget Ordinance No. 1080-B

3/4/2024 11:37

Fund No.	Fund Name	Beginning Fund Balance 01/01/2024	Revenues	Transfers In	TOTAL REVENUE SOURCE	Expenditures	Transfers Out	TOTAL EXPENDITURE	Estimated Ending Fund Balance 12/31/2024	Change in Fund Balance Increase (Decrease)	% Change
001	General Fund	\$ 3,365,287	\$ 13,465,695	\$ 104,970	\$ 13,570,665	\$ 13,034,121	\$ 2,734,688	\$ 15,768,809	\$ 1,167,143	\$ (2,198,144)	-65.3%
003	Street Fund	351,921	161,848	1,113,700	1,275,548	1,480,874	-	1,480,874	146,595	(205,326)	-58.3%
004	Building Abatement Fund	54,846	1,200	-	1,200	-	-	-	56,046	1,200	2.2%
005	Emergency Fund	-	-	414,400	414,400	-	-	-	414,400	414,400	0.0%
006	Sales Tax Stabilization Fund	-	-	406,200	406,200	-	-	-	406,200	406,200	0.0%
103	Transportation Benefit District Fund	4,627,778	2,452,400	-	2,452,400	1,528,981	-	1,528,981	5,551,197	923,419	20.0%
107	Tourism Fund	236,044	334,700	-	334,700	206,200	168,520	374,720	196,024	(40,020)	-17.0%
110	Compensated Absences Reserve Fund	143,210	5,300	130,000	135,300	24,300	-	24,300	254,210	111,000	77.5%
115	LEOFF 1 OPEB Reserve Fund	290,402	3,900	275,988	279,888	142,475	-	142,475	427,815	137,413	47.3%
195	Community Development Block Grant Fund	1,794	-	-	-	150	-	150	1,644	(150)	-8.4%
197	HUD Block Grant Fund	3,079	-	-	-	400	-	400	2,679	(400)	-13.0%
199	Federal Grant Control Fund	1,878,471	49,100	-	49,100	1,833,450	-	1,833,450	94,121	(1,784,350)	-95.0%
200	General Obligation Bond Fund	13	-	298,310	298,310	298,305	-	298,305	18	5	38.5%
301	Public Facilities Reserve Fund	1,060,905	16,200	-	16,200	420,991	-	420,991	656,114	(404,791)	-38.2%
302	Automotive/Equipment Reserve Fund	1,052,234	19,700	350,000	369,700	540,500	-	540,500	881,434	(170,800)	-16.2%
303	Parks Improvement Fund	249,153	1,000,500	44,400	1,044,900	1,016,000	-	1,016,000	278,053	28,900	11.6%
305	First Quarter REET Fund	306,528	150,000	-	150,000	-	130,000	130,000	326,528	20,000	6.5%
306	Second Quarter REET Fund	437,773	506,100	-	506,100	350,000	96,490	446,490	497,383	59,610	13.6%
402	Garbage Fund	8,567	-	-	-	-	8,270	8,270	297	(8,270)	-96.5%
404	Wastewater Fund	4,153,743	6,046,950	-	6,046,950	6,831,817	358,100	7,189,917	3,010,776	(1,142,967)	-27.5%
405	Water Fund	1,914,606	3,531,000	-	3,531,000	3,603,678	767,900	4,371,578	1,074,028	(840,578)	-43.9%
406	Storm and Surface Water Fund	462,375	742,000	-	742,000	712,551	314,000	1,026,551	177,824	(284,551)	-61.5%
407	Airport Fund	853,708	2,696,150	-	2,696,150	1,938,430	1,071,800	3,010,230	539,628	(314,080)	-36.8%
414	Wastewater Capital Fund	2,266,106	176,977	358,100	535,077	1,303,280	-	1,303,280	1,497,903	(768,203)	-33.9%
415	Water Capital Fund	6,105,447	3,054,489	767,900	3,822,389	4,739,469	-	4,739,469	5,188,367	(917,080)	-15.0%
416	Storm and Surface Water Capital Fund	1,551,899	33,200	314,000	347,200	1,139,831	-	1,139,831	759,268	(792,631)	-51.1%
417	Airport Capital Fund	1,947,784	44,600	1,071,800	1,116,400	464,475	-	464,475	2,599,709	651,925	33.5%
611	Firemen's Pension	1,119,562	33,500	-	33,500	7,200	-	7,200	1,145,862	26,300	2.3%
<b>TOTALS</b>		<b>\$ 34,443,235</b>	<b>\$ 34,525,509</b>	<b>\$ 5,649,768</b>	<b>\$ 40,175,277</b>	<b>\$ 41,617,478</b>	<b>\$ 5,649,768</b>	<b>\$ 47,267,246</b>	<b>\$ 27,351,266</b>	<b>\$ (7,091,969)</b>	<b>-20.6%</b>
2024 Adopted Budget		26,623,552	30,603,760	4,130,868	34,734,628	34,481,201	4,130,868	38,612,069	22,746,111	(3,877,441)	-14.6%
Changes from BA #1		7,819,683	3,921,749	1,518,900	5,440,649	7,136,277	1,518,900	8,655,177	4,605,155	(3,214,528)	-41.1%



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Adam Fulbright, Fire Chief  
Randy Kaut, Police Chief

**MEETING OF:** March 11, 2024

**SUBJECT:** Resolution No. 03-2024, Authorization to Sign Interlocal Agreement Extension for Dispatch Services with Lewis County 911 Communications Center

---

**INTRODUCTION**

As of 2024, the City of Chehalis does not have an agreement with Lewis County regarding dispatch services. The renewal of the ILA was delayed while the participating agencies work through the process of developing a proposal for a change in governance related to dispatch; however, that has not yet been accomplished. Therefore, a short-term agreement is being proposed to set forth the applicable terms related to the receipt of dispatch services from Lewis County while the details regarding the change in governance continue to be worked out.

**DISCUSSION**

Since 2022, various jurisdictions in Lewis County have been working together to change the governance structure of dispatch in Lewis County to provide more reliable service to first responders and to the public. Under the current structure, users of the system can make recommendations to Lewis County but cannot directly affect decisions.

As of 2024, the details of this new governance system have not been finalized. Until the new governance structure is in place, a temporary agreement with Lewis County is necessary to provide dispatch services within the city. In a meeting of users, it was recommended that participating entities set an expiration date of July 1, 2024, for the agreement, with the potential for extension of the agreement if a new system isn't in place by the expiration date. The agreement presented to you is based on the previous ILA with some changes. These changes include:

- A removal of references to disaster emergency services (dispatch and DES were referenced together in previous agreements).
- A change in the percentage police and fire departments pay for dispatch services. Previously police departments paid 70% of the overall cost of dispatch, divided between the user jurisdictions, and fire 30%. That percentage has now changed to 75% and 25%, respectively. (Attachment A).

- A change in how the cost is determined for each user agency. The previous formula was based on usage calculated from data in the CAD system. The new formula is based on calls for service, employees, and population. (Attachment C).

The changes for both the percentage between police/fire and the cost calculation formula were voted on by the user group and approved.

#### **FISCAL IMPACT**

This agreement should not have an additional fiscal impact for the City of Chehalis beyond what was originally budgeted for dispatch services in 2024.

#### **RECOMMENDATION**

It is recommended that the City Council Approve Resolution No. 03-2024 and authorize the City Manager to sign the interlocal agreement with Lewis County 911 and participating agencies.

#### **SUGGESTED MOTION**

I move the City Council approve Resolution No. 03-2024.

**RESOLUTION NO. 03-2024**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN  
INTERLOCAL AGREEMENT FOR LEWIS COUNTY COMMUNICATIONS  
OPERATION, MAINTENANCE AND PARTICIPATION**

**WHEREAS**, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity or undertaking that each public agency is authorized by law to perform; and

**WHEREAS**, Lewis County, the City of Chehalis and other partnering entities have an interest in a comprehensive management plan for Lewis County communications; and

**WHEREAS**, this interlocal agreement between Lewis County 911 Communications and the response community reflects positive change to and a starting point to meet future challenges and discover innovative ways to deliver efficient, effective, safe and affordable public safety services to the community; and

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chehalis** the City Manager is authorized to execute the interlocal agreement with Lewis County 911 Communications Center and other participating entities as described and attached hereto as Exhibit A.

**PASSED** by the City Council of Chehalis, Washington, and approved by its Mayor this \_\_\_\_\_ day of March 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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





# **INTERLOCAL AGREEMENT (ILA)**

**for**

## **LEWIS COUNTY COMMUNICATIONS OPERATION, MAINTENANCE AND PARTICIPATION**

*The ILA outlines a comprehensive management plan  
based on goals and strategic planning*

**Effective Date of Agreement:**

**January 1, 2024 – June 30, 2024**

# Distribution List

Plan Agency	Staff Title
Lewis County BOCC	Commissioner Chair
Lewis County Sheriff's Office	Sheriff
Lewis County Coroner's Office	Coroner
Centralia, City of	Centralia City Manager
Centralia Police Department	Centralia Police Department Chief
Chehalis, City of	Chehalis City Manager
Chehalis Police Department	Chehalis Police Department Chief
Chehalis Fire Department	Chehalis Fire Chief
Napavine, City of	Napavine Mayor
Napavine Police Department	Napavine Police Department Chief
Pe Ell, Town of	Pe Ell Mayor
Pe Ell Marshal's Office	Pe Ell Marshal
Winlock, City of	Winlock Mayor
Winlock Police Department	Winlock Police Department Chief
Vader, City of	Vader Mayor
Vader Police Department	Vader Police Department Chief
Toledo, City of	Toledo Mayor
Mossyrock, City of	Mossyrock Mayor
Mossyrock Police Department	Mossyrock Police Department Chief
Morton, City of	Morton Mayor
Morton Police Department	Morton Police Department Chief
LCFD # 1 - Onalaska	LCFD # 1 – Onalaska, Commissioner
LCFD # 1 - Onalaska	LCFD # 1 – Onalaska, Chief
LCFD # 2 – Toledo	LCFD # 2 – Toledo, Commissioner
LCFD # 2 – Toledo	LCFD # 2 – Toledo, Chief
LCFD # 3 – Mossyrock	LCFD # 3 – Mossyrock, Commissioner
LCFD # 3 – Mossyrock	LCFD # 3 – Mossyrock, Chief
LCFD # 4 – Morton	LCFD # 4 – Morton, Commissioner
LCFD # 4 – Morton	LCFD # 4 – Morton, Chief
LCFD # 5 – Napavine	LCFD # 5 – Napavine, Commissioner
LCFD # 5 – Napavine	LCFD # 5 – Napavine, Chief
LCFD # 6 – Chehalis	LCFD # 6 – Chehalis, Commissioner
LCFD # 6 – Chehalis	LCFD # 6 – Chehalis, Chief
LCFD # 8 – Salkum	LCFD # 8 – Salkum, Commissioner
LCFD # 8 – Salkum	LCFD # 8 – Salkum, Chief
LCFD # 9 – Mineral	LCFD # 9 – Mineral, Commissioner
LCFD # 9 – Mineral	LCFD # 9 – Mineral, Chief
LCFD # 10 – Packwood	LCFD # 10 – Packwood, Commissioner
LCFD # 10 – Packwood	LCFD # 10 – Packwood, Chief
LCFD # 11 – Pe Ell	LCFD # 11 – Pe Ell, Commissioner

<b>Plan Agency</b>	<b>Staff Title</b>
LCFD # 11 – Pe Ell	LCFD # 11 – Pe Ell, Chief
LCFD # 13 – Curtis	LCFD # 13 – Curtis, Commissioner
LCFD # 13 – Curtis	LCFD # 13 – Curtis, Chief
LCFD # 14 – Randle	LCFD # 14 – Randle, Commissioner
LCFD # 14 – Randle	LCFD # 14 – Randle, Chief
LCFD # 15 – Winlock	LCFD # 15 – Winlock, Commissioner
LCFD # 15 – Winlock	LCFD # 15 – Winlock, Chief
LCFD # 16 – Doty	LCFD # 16 – Doty, Commissioner
LCFD # 16 – Doty	LCFD # 16 – Doty, Chief
LCFD # 17 – Ashford	LCFD # 17 – Ashford, Commissioner
LCFD # 17 – Ashford	LCFD # 17 – Ashford, Chief
LCFD # 18 – Glenoma	LCFD # 18 – Glenoma, Commissioner
LCFD # 18 – Glenoma	LCFD # 18 – Glenoma, Chief
Cowlitz-Lewis Fire District 20 Vader	Cowlitz-Lewis Fire District 20 Vader, Commissioner
Cowlitz-Lewis Fire District 20 Vader	Cowlitz-Lewis Fire District 20 Vader, Chief
Riverside Fire Authority	Riverside Fire Authority, Commissioner
Riverside Fire Authority	Riverside Fire Authority, Chief
American Medical Response (AMR)	American Medical Response (AMR), Director
Medic One (South County EMS)	Medic One (South County EMS), Director
Lewis County Public Works	Lewis County Public Works, Director
Lewis County Radio Services	Lewis County Radio Services, Manager

# **Executive Summary**

Over the last 40 years, the Lewis County public safety service – including law enforcement, fire service, emergency medical services and dispatch – has undergone several evolutionary changes. As our community has grown, so have the demands, challenges, and expectations for public safety services across all disciplines.

This interlocal agreement (ILA) between the Lewis County 911 Communications Center and the response community reflects positive change. It's about a stated public service mission, partnerships, an effective process, and teamwork. It is also about defining where we have been in the past, where we are today and where we need to be in the future. It's a starting point to work together to meet future challenges and discover innovative ways to deliver efficient, effective, safe, and affordable public safety service to our community.

Prior to the early 1980s, most response agencies did their own dispatching. With growing demands and complexity of receiving/dispatching calls for service, there was a big push to consolidate the county and city law enforcement and a few of the fire districts. They joined together to create a single "Public Safety Access Point" now referred to as a "PSAP."

By the mid-1980s, all the fire districts were successfully joined with the law enforcement agencies into the current PSAP partnership. An interlocal agreement among the partners was developed to help guide and define the delivery of services, establish the costs, and adopt a fee formula for the PSAP operation.

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## **I. Purpose**

To define a general scope of services, develop a concept of operations, identify partner agencies to include their duties, roles, responsibilities, and authorities, and outline the financial and budget process. The ILA also provides for participation in updates and changes along with laying the groundwork for the development of a strategic plan that addresses operations, infrastructure, and monetary issues in the future.

## **II. Scope**

Partner agencies acknowledge it is essential to work together regularly and encourage a spirit of open communications in an effort to develop a service product--and costs thereof--that take into consideration the greater good, the needs of all partner agencies, and the financial limitations of the group as a whole.

Based on past practices, this contract outlines the Lewis County Communications Center (LCCC) and Infrastructure partnerships, management structure, user committee roles and responsibilities, and budget and formulas for establishing user fees.

As previous contracts for services only addressed costs for the annual LCCC operating budget, it is the goal of this service contract to develop a plan for sharing expenses for establishing an Equipment Repair & Replacement (ER&R) fund to guide savings for replacement of the Communications Center and infrastructure equipment as it ages. It is also desirable to reach an agreement to provide for maintenance and support of the external infrastructure that is not currently shared by the user fees. It is also desirable to establish a building and equipment account to secure funds for a new Communications Center facility. See Section VIII. Financing the LCCC and Communications Infrastructure.

## **III. Concept of Operations**

In order to accomplish these purposes, it is the intent of this agreement to provide for the following:

1. The general responsibility for the ownership, operation, maintenance, repair, replacement, training, and financial management of the Lewis County Communications Center (LCCC) shall be vested with the Lewis County Board of County Commissioners (BOCC). It is an existing governmental structure encompassing the entire geographic, economic, and population region to be served and has established a Communications Center with the capability of providing consolidated communication services to the parties.
2. The LCCC shall be positioned within county government and administered by a 911 Director appointed by the BOCC. The LCCC's duties and responsibilities of the

Director shall be as provided herein (see page 4). The 911 Director shall be an employee of the County and subject to all of the personnel rules of the County.

3. Intentionally Omitted.
4. There shall be established, as hereinafter provided, one "Combined User Committee" made up of one (1) representative from each partner agency, including but not limited to fire districts, law enforcement (cities), Emergency Medical Services (EMS), and other providers which use dispatching services of the LCCC. The duties, responsibilities, and membership shall be as provided herein.
5. The Combined User Committee shall meet at least quarterly to review operational issues/procedures and make recommendations (in the manner provided herein) to the 911 Director.
6. The basic scope of LCCC services shall be identified and provided herein.
7. Contributions to the cost and expense of the operation, maintenance, repair, and replacement, and all other related costs and expenses of the LCCC, shall be divided and paid for by each of the partners hereto in the amounts and in the manner provided herein. The annual LCCC budget shall be prepared, approved, and followed as provided in this agreement.
8. The ILA is the governing document that is directly tied to the LCCC Policy, Procedure and Operations Manual, see XII – B 1. Failure to Remit Fees or Repeated Policy Violations, page 31.
9. Parties to this agreement are expected to participate, provide input, and adhere to the LCC Policy, Procedure and Operations Manual. All users should have a basic understanding of sections 000-600 and follow the provisions specific to their discipline. The LCC Policy, Procedure and Operations Manual includes the following:

- 000-100 General Operations
- 101-200 Phone Systems Operations
- 201-300 Radio Systems Operations
- 301-400 ACCESS Operations
- 401-500 SPILLMAN Operations
- 501-600 LC 911 Personnel Operations
- \*601-700 Law Enforcement Operations
- \*701-800 Fire District Operations
- \*801-900 EMS Operations

\*These manuals are the currently approved procedures submitted by the discipline work groups.

10. Withdrawal from this agreement and from participation in the LCCC by a partner hereto shall only be as provided in this agreement.

11. Termination from this agreement by a partner hereto shall only be as provided in this agreement.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth and in consideration of the obligations of the other partners here, each of the partners hereto promises and agrees as follows:

#### **IV. Identification of Partners of this Agreement**

##### **(A) Lewis County Board of County Commissioners**

The Lewis County Board of County Commissioners (BOCC) is acknowledged as the primary partner of this agreement because it owns, operates, manages, and houses the LCCC. The BOCC is also a recipient of dispatch and communications services of the LCCC through the Division of Emergency Management and Public Works Department.

##### **(B) City Representation & Sheriff's Office (Law Group)**

The following cities and the Lewis County Sheriff's Office are acknowledged as partners to this agreement because they are the recipients of dispatch and communications services through their respective police departments. This group is herein referred to as the "Law Group":

- Lewis County Sheriff's Office
- Centralia
- Chehalis
- Napavine
- Pe Ell
- Winlock
- Vader
- Toledo
- Mossyrock
- Morton

##### **(C) Fire Services Group (Fire Districts & Municipal Fire Departments)**

The following fire services agencies are partners to this agreement because they are the recipients of dispatch and communications services in connection with fire services. This group is herein referred to as the "Fire Services Group":

- Lewis County Fire District 1-Onalaska
- Lewis County Fire District 2-Toledo
- Lewis County Fire District 3-Mossyrock
- Lewis County Fire District 4-Morton
- Lewis County Fire District 5-Napavine

- Lewis County Fire District 6-Chehalis
- Lewis County Fire District 8-Salkum
- Lewis County Fire District 9-Mineral
- Lewis County Fire District 10-Packwood
- Lewis County Fire District 11-Pe Ell
- Lewis County Fire District 13-Curtis
- Lewis County Fire District 14-Randle
- Lewis County Fire District 15-Winlock
- Lewis County Fire District 16-Doty
- Lewis County Fire District 17-Ashford
- Lewis County Fire District 18-Glenoma
- Cowlitz-Lewis Fire District 20 (Vader)
- Riverside Fire Authority
- Chehalis Fire Department

**(D) Emergency Medical Services Group**

The following Emergency Medical Services (EMS) are acknowledged as partners to this agreement because they are the recipients of dispatch and communications services. This group is herein referred to as the “EMS” Group:

- American Medical Response (AMR)
- Medic One

**(E) Other Partner Agencies Group (Non-voting User Group)**

Other governmental agencies that provide emergency services and require dispatch and communications services, as well as privately owned and operated emergency service providers that desire dispatch and communications services, may be permitted to become non-voting partners to this agreement upon such terms and conditions as shall be prescribed by the Combined User Committee and the 911 Director (see page 1). These agencies currently include the following:

- Lewis County Division of Emergency Management
- Lewis County Coroner’s Office
- Lewis County Public Works

## **V. ADMINISTRATIVE STRUCTURE**

**(A) Lewis County BOCC**

The Lewis County Board of County Commissioners (BOCC) is acknowledged as the primary partner of this agreement because it owns, operates, manages, and houses the LCCC. Staff personnel carrying out the provisions of this agreement are also employees of the BOCC.

## **(B) 911 Director**

The 911 Director is appointed by the BOCC and reports directly to the BOCC. The 911 Director develops program direction and oversees three divisions, including Communications and the Lewis County Communications Center. The Director supports the Combined User Committee and oversees the budget, policy, and procedures for operations.

## **(C) Lewis County Communications Center (LCCC)**

The Lewis County Communications Center is a consolidated communications system providing agreed upon communications services to Lewis County, the cities (law), fire protection districts, and EMS partners.

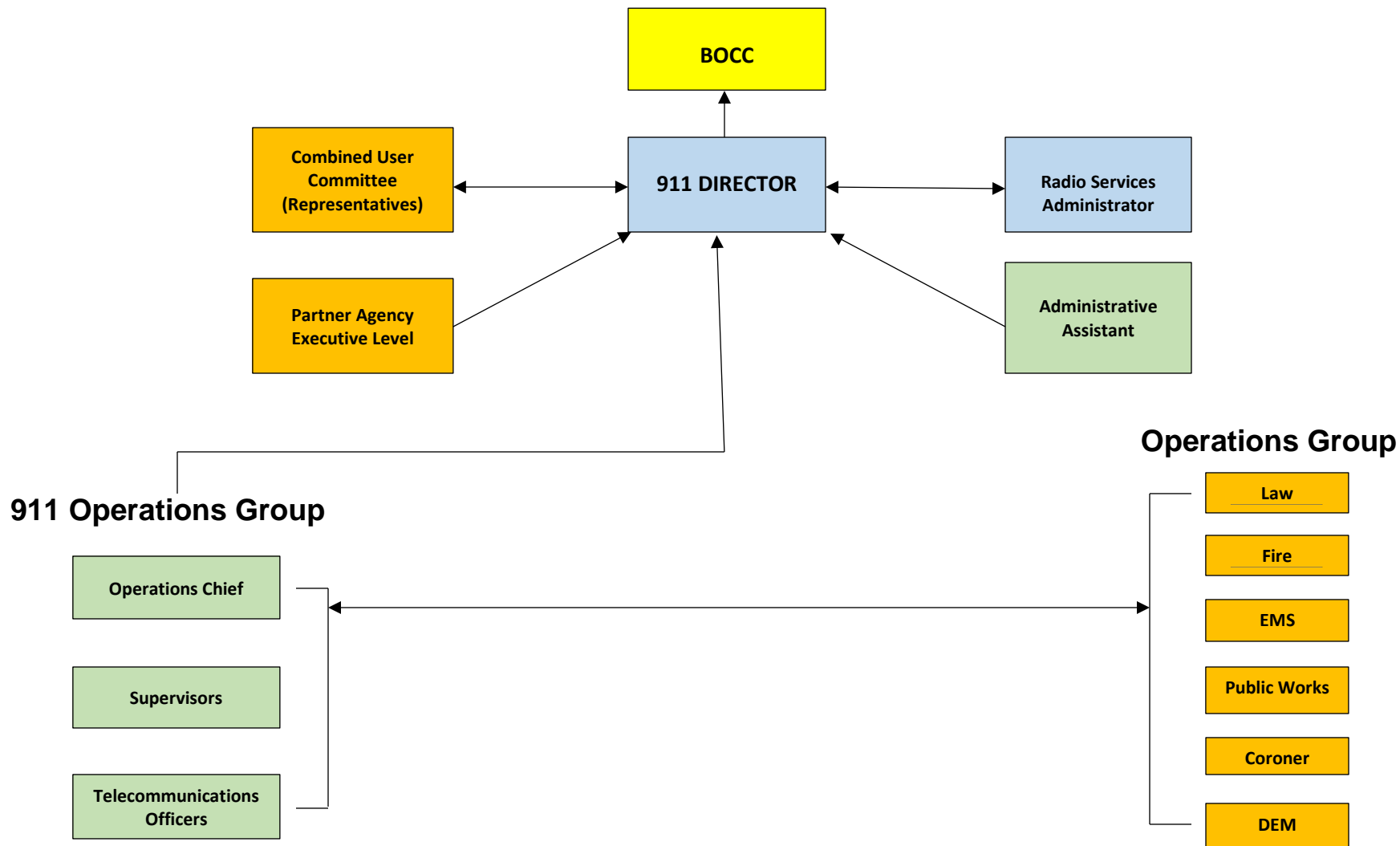
## **(D) Combined User Committee**

The Combined User Committee membership consists of one (1) representative from each partner agency receiving agreed upon communications services. The Combined User Committee meets regularly to review LCCC operations and make recommendations for improvements and budgets.

## **(E) Partner Agencies**

Partner Agencies are all Lewis County agencies receiving LCCC communications services.

## Consolidated Communications Administration Flowchart



## **VI. RESPONSIBILITIES**

### **(A) Lewis County BOCC**

It is agreed that Lewis County shall provide administrative and contract services to the LCCC as required. Such services include, but are not necessarily limited to:

- Facility space to house the LCCC
- Personnel/employee services
- Maintenance of the facility and systems
- Legal services
- Networking services
- Risk Management
- Human Resources
- Financial services
- Contract services

It is also the intent of the parties that the cost of such services shall be included in the LCCC annual budget.

### **(B) 911 Director**

1. Development and oversight of the Combined User Committee “structure” of the LCCC.
2. Implementing the mission, goals, and budget.
3. Monitoring of revenues and expenses as they relate to the approved annual budget.
4. Contracting with persons, firms, and corporations, or any agencies of government, as necessary or desirable to acquire goods or services for the operation of the LCCC, provided that all procurements shall conform to Lewis County’s purchasing policies.
5. Negotiating collective bargaining agreements with representatives of any certified bargaining representative of the employees of the LCCC.
6. Receiving recommendations from the Combined User Committee and authorizes implementation, makes modifications, or denials such recommendations as appropriate. All responses to Combined User Committee recommendations shall be in writing.
7. Mediating disputes between the LCCC and any party to this agreement.

8. Reviewing and evaluating any proposals from the Combined User Committee for changes to service levels, performance standards, and/or procedures for implementation costs, benefits, and liabilities, or other matters, and preparing a written report of findings.
9. Responsible for the daily operation of the LCCC.
10. Prepares regular reports regarding activities and the financial status of the LCCC.
11. Acts as the administrative head of the LCCC and is responsible for administration, budget, and personnel matters.
12. Responsible for call answering, dispatching, records, communications, security, and other LCCC functions and activities.
13. Complies with personnel policies of Lewis County.
14. Provides advice and assistance to the Combined User Committee when requested and as necessary.
15. Assures that secretarial services are provided, as needed, to the Combined User Committee. Such services shall include: recording and transcribing minutes of meetings; preparing correspondence as required; preparing and distributing notices of meetings; and preparing agendas.
16. Prepares the draft budget of the LCCC in accordance with Lewis County budget timetables. Such budget shall be in a form required by Lewis County and shall be based upon the established service levels by the Combined User Committee and the 911 Director.
17. Responsible for the hiring, promoting, disciplining, and termination of all LCCC personnel, subject to personnel policies of Lewis County.
18. Collective bargaining with representatives of any certified bargaining representative of the employees of the LCCC.
19. Prepares, revises, and modifies policies and Standard Operating Procedures (SOPs), as recommended by the Combined User Committee.
20. Establishes policies consistent with expenditure of budgeted items for the LCCC.
21. Develops appropriate long-range plans, including strategic building and equipment improvements, staffing, and other matters.



22. Tracks and maintains data, including but not limited to, calls for service, population, and agency contributions in accordance with the cost sharing formula in Attachment A - Funding Formula.
23. Prepares an annual report and forwards it to the Combined User Committee.

### **(C) Intentionally Omitted**

### **(D) Lewis County Communications Center – General Services**

The LCCC agrees to perform the following general services for partner agencies:

1. Maintaining twenty four (24) hour coverage for answering phone circuits terminating at the LCCC and of radio requests incoming on the frequencies agreed upon and properly licensed.
2. Determining the nature of each incident and dispatching proper response in accordance with operational procedures.
3. Developing and/or modifying operational procedures to effectively and efficiently meet service requests.
4. Tracking status of active partner agency units and providing response to radio and telephone requests with respect to each incident.
5. Providing a log of incoming calls with verification of time receipt, dispatch, arrival, unit status updates and pertinent information transmitted by field units to provide a means to verify the events and time span involved with each incident.
6. Responding to Public Disclosure Requests (PDR) to partner agencies in compliance with PDR laws.
7. Providing an interface between partner agency units, fire services, emergency services, public services departments, and law enforcement agencies.
8. Maintaining and updating the operations policies, procedures, and tasks to help ensure continuity of operations.
9. Providing for the LCCC equipment maintenance, repairs, and replacement to include phone system, radios, computers, and other dispatch related equipment.
10. Assisting in contacting and summoning private sector aid where needed.

11. Receive and process incident inquiries and formal service/personnel complaints (see Attachment E - Forms).
12. Retain all records (per current retention laws) relevant to this contract after incidents have been dispatched. The partner agencies shall have full access and right to examine any record for verification of accuracy of this agreement at all times during said period.

Note: When there are proposed changes to any Lewis County Communications Center General Services provision, the Partner Agencies shall be notified in writing of such proposed changes. For specific operational procedures associated with all services, please see the appropriate 911 operations manual.

### **(E) Combined User Committee**

1. Regularly attend meetings to discuss current issues, make recommendations to the 911 Director on procedures, operations, and financial issues, and to act upon the recommendations of any special committees they so designate.
2. Inform their agencies (other staff members) of the matters at hand and recommendations by the Combined User Committee.
3. When there is not a unanimous approval for a change, it shall be the responsibility of the representatives' discipline to take that matter up with other members of the discipline to achieve a consensus or majority approval to make the change before it is brought back to the Combined User Committee for reconsideration.
4. Make recommendations in the development of telephone answering and dispatch protocol, procedures, policies, and systems related to service delivery.
5. Make recommendations relative to dispatcher-staffing levels within the agreed upon budget constraints.
6. Make recommendations relative to service levels. Changes in service levels shall be submitted to the 911 Director. If such recommendations have a financial impact, the 911 Director will evaluate the impact and communicate it to the Combined User Committee in the preparation of the ensuing year's budget.
7. Assist the 911 Director as necessary in the preparation of the budget.

8. Make recommendations to the 911 Director regarding Standard Operating Procedures (SOPs) that are specific to the Combined User Committee discipline making such recommendations.
9. Review deliverables, policies, and budget.
10. May create such temporary advisory committees as it shall require to investigate and make recommendations regarding special issues.
11. Designated voting discipline representatives have the following specific responsibilities:
  - a) **Law Enforcement Management Team**
    - Law Enforcement members shall bear full responsibility for ensuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purposes of the administration of the criminal laws or for the purposes enumerated in Chapter 10.97 RCW.
    - Review and recommend law enforcement dispatch/radio procedures to the law enforcement section of the Lewis County Communications Center Policy, Procedures & Operations Manual.
  - b) **Fire Services Management Team**
    - Review and recommend fire and EMS dispatch/radio procedures to the fire and EMS section of the Lewis County Communications Center Policy, Procedures & Operations Manual.
  - c) The combined voting representatives in both groups "a" and "b" above have the following responsibilities:
    - Make budget recommendations to the 911 Director for Communications additions to the budget.
    - Recommend acquisition of new equipment.
    - Review and recommend changing the funding formula as necessary to ensure fair and equitable funding of Communications.
    - Review and recommend operating procedures other than those only related to either law enforcement or fire services.
    - Review inquiries, incidents, and accolades at quarterly meetings.

- Provide an annual performance appraisal of the Communications Center, see: Attachment E - Forms section, Communications Center Annual Performance Appraisal Form.
- d) Any action by the voting groups listed above in “a” through “c” requires a majority vote of the group.

## (F) Partner Agencies

Partner Agency duties include:

1. Train staff and follow the adopted standard operation protocols and procedures of the LCCC and approved discipline field manuals.
2. Appoint a representative to the Combined User Committee to serve as their representative.
3. At a minimum, the agency-appointed representatives may make recommendations at the quarterly Combined User Committee meetings regarding issues of procedures, policies, and annual budgets.
4. Agency Representatives will keep the home agency apprised of the activities of the Combined User Committee and provide information on procedural changes.
5. It is expected that Partner Agencies will work together to resolve any issues that arise when there is less than a unanimous consensus by the affected disciplines (Fire, Law, EMS) on suggested/recommended changes that will apply to all agencies in that discipline.

## (G) Equipment

### 1. Mobile-Portable Agency Specific Equipment

Each Partner Agency shall be responsible for purchasing, repairing, and replacing its own mobile and portable radio equipment and retains all rights to such equipment.

It is *recommended* that prior to purchasing user equipment, Partner Agency staff review products with the Radio Services Administrator in order to ensure interoperability and maximum effectiveness with the existing infrastructure. The Radio Services Administrator **recommendations** are not binding; however, the County assumes no liability for efficiency and effectiveness for equipment purchased without following recommendations of the Radio Services Administrator.

## **2. Exclusive Partner Agency Equipment**

In the event that a Partner Agency to this agreement should require the installation of equipment or the performance of special services dedicated to the sole and special use of such partner, to the exclusion of the other partners hereto, such partner shall bear the entire cost of such equipment, its installation, maintenance, operation and repair. Such funds shall be non-refundable even on termination of such partner and/or removal of such equipment or the termination of such special services.

## **3. County Equipment**

All assets purchased by LCCC will be held in the name of "Lewis County" and used for the LCCC purposes.

# **VII. COMBINED USER COMMITTEE**

### **(A) Membership**

The Combined User Committee membership shall consist of one (1) representative of each Partner Agency.

### **(B) Chair, Vice Chair**

The Combined User Committee shall select a chair and vice chair. Together they will set the quarterly agenda, provide meeting notices to partner agency representatives, and preside over the meetings.

### **(C) Agenda and Notices**

Partner agency representatives desiring to propose Items for consideration on the agenda must submit the item in writing to the 911 Director no later than fourteen (14) days prior to the meeting date. Written or electronic notices of all meetings shall be E-mailed to the voting representative of each partner agency at least one week (7 days) prior to the meeting date.

Voting on new items not previously included in notifications to the partner agency representatives is prohibited.

### **(D) Meetings**

The Combined User Committee shall meet quarterly at such time and place as shall be determined by the members of the Combined User Committee. Minutes will be taken of all meetings and distributed to all Partner Agency Representatives.

**(E) Voting:**

Partner agency representatives listed in Section IV (D) and (E) may attend meetings and shall have rights to participate in all matters brought before the Combined User Committee; however, they shall be non-voting members.

A. Voting members of the Combined User Committee will be as follows:

**1. Law Enforcement Management Team**

- Lewis County Sheriff, or designee
- Centralia Chief of Police, or designee
- Chehalis Chief of Police, or designee
- One (1) municipal Police Department

**2. Fire Services Management Team**

- Chehalis Fire Chief, or designee
- RFA Fire Chief, or designee
- Two (2) representatives of Lewis County Fire Districts. These representatives will be determined through the Lewis County Fire Chief's Association.

**B. Non-voting Members**

Non-voting members of the Combined User Committee will be as follows:

All Combined User Committee Partner Agency Representatives not included in Section "A" above are non-voting representatives.

**C. Electronic Voting**

Electronic voting is allowed for all items that appear on the published agenda. Such votes shall be cast by E-mail to the 911 Director no later than 9:00 a.m. on the morning of the scheduled meeting (to allow for tabulating said votes).

**D. List of Voting Members**

Voting members shall be identified and a list provided annually in writing to the 911 Director. This list will be used at Combined User Committee meetings to identify those having responsibility to cast votes.

1. All designed voting representatives may vote on issues of general consideration.

2. On issues pertaining only to law, only the designated law representatives may vote.
3. On issues pertaining only to fire services, only the fire services may vote.

**E. Tie Votes**

A passed motion or question requires a majority of the votes. A tie vote is a failed motion or question.

## **VIII. FINANCING THE LCCC & COMMUNICATIONS INFRASTRUCTURE**

### **(A) Program Costs**

The communications program costs are separated into the following five (5) categories, described in greater detail below:

1. LCCC Maintenance & Operation Costs
2. Maintenance & Support for Infrastructure
3. Equipment Repair & Replacement fund for LCCC Equipment
4. Equipment Repair & Replacement fund for Infrastructure Equipment
5. Building and Equipment Fund

The LCCC and the communications infrastructure is intended to be self-sufficient and supported by the User groups. It is the intent of all the partners to this agreement that each of them shall pay their proportionate share of the annual costs of maintenance, operation, repair, and building and equipment assets of the LCCC and the communications system infrastructure. All of such funds shall be for the sole and exclusive purpose of operating, repairing, maintaining, and administering the LCCC and communications infrastructure.

Dedicated revenue such as grants, "911 Sales & Use Taxes", and payments made by the other parties hereto shall be deducted from the operating costs with the balance to be divided among the User Groups as outlined in Attachment A – Funding Formula.

### **(B) General LCCC Costs**

#### **1. Maintenance & Operation Costs of the LCCC**

##### **a. Operating Costs**

General operations costs for the Communications Center are divided into the following areas:

- **Salaries, benefits, supplies**
- **Interfund Costs** (Maintenance, utilities, postage, administrative overhead, etc.)
- **Contract Services** (Licenses, phone service, travel, training etc.)

#### **b. Administrative Costs**

Administrative and contract services costs are provided by Lewis County as required. It is the intent of the parties that the cost of such services shall be included in the LCCC annual budget, based upon review of such costs by the Combined User Group, and that the County will thereafter be reimbursed for the provision of such services. Such services include, but are not necessarily limited to:

- Facility space to house the LCCC
- Personnel/employee services
- Maintenance of the facility and systems
- Legal Services
- Networking Services
- Risk Management
- Human Resources
- Financial Services
- Contract Services

Upon request of any partner hereto or of any member of the Combined User Group, the County will provide detailed information regarding administrative services that are proposed to be charged to and included in the LCCC annual budget for any year. Such detail shall include the number of hours anticipated for such services and the hourly cost to the County for such services. See, as a sample, Attachment B Annual Budget Report.

### **2. Maintenance & Support for Infrastructure**

The Radio Services Division staff provide the Maintenance & Support of the radio and communications infrastructure. This support is included in the annual budget through interfund rates.

### **3. Equipment Repair & Replacement for LCCC Equipment**

The LCCC will maintain an Equipment Repair & Replacement (ER&R) Fund dedicated solely to the repair and replacement of equipment and facilities of the LCCC. Funding of the ER&R LCCC Equipment Fund is included in the annual budget and is calculated based upon inventory and replacement dates



provided by the Lewis County IT Department. See Attachment D for Equipment Amortization Schedule.

#### **4. Equipment Repair & Replacement for Infrastructure Equipment**

The Radio Services Administrator will maintain an Equipment Repair & Replacement (ER&R) Fund dedicated solely to the replacement of the infrastructure, equipment, and facilities based upon a published amortization schedule of equipment. It is the intent of the parties that the cost of such services shall be included in the annual budget, based upon review of such costs by the Combined User Group, and that the County will thereafter be reimbursed for the provision of such services.

It is the intention of Lewis County to maintain the communication infrastructure until a funding formula or agreement is made with the User Groups. (It is anticipated that infrastructure funding will be included no later than 2025.)

#### **5. Building and Equipment Fund**

Current facilities for the LCCC are dated and inadequate. Funding for building a new facility are not currently addressed within this ILA; however, partners are challenged to establish a plan to work toward this goal.

Funding of the Building and Equipment Fund shall be shared by the Partner Agencies listed in this agreement. In the event that a Partner Agency hereto should terminate and withdraw from this agreement in accordance with the Section XII - Partner Agency Withdrawals hereof, none of the funds paid by such partner into the building and equipment fund prior to the date of any termination notice shall be refunded; however, such Partner Agency shall not be required to make further payments to the building and equipment fund for the remainder of that calendar year until the effective date of termination.

#### **6. Fund Balance**

The Fund Balance provides the operational capital to continue operations until revenues have been received.

### **IX. ESTABLISHING AN ANNUAL BUDGET**

#### **(A) Annual Budget Preparation**

##### **1. Budget Committee**

A Budget Committee will be selected consisting of at least one (1) representative from each of the Partner Agency groups listed in Section IV. Identification of Partners of this Agreement.

## **2. “Draft” LCCC Operating Budget**

At the direction of the 911 Director, the Manager shall develop a “*Draft*” annual operating budget of the LCCC. The budget period shall be on a calendar year basis, beginning on the first day in January of each year and ending on the thirty-first day of December. The budgetary process shall be in accordance with Lewis County budget timetables.

## **3. “Preliminary” Budget**

The Budget Committee will work with the 911 Director to combine the LCCC “Draft” Budget and any other associated budget item (other categories), as well as costs for new services requested and approved into a “Preliminary” Budget to present to the Combined User Committee for their recommendations.

## **4. Combined User Committee Review**

The 911 Director will present the Budget Committee’s recommended “Preliminary” Budget to the Combined User Committee for their input, resulting in the final “Preliminary” Budget to be presented to the County.

## **5. Adjustments to the Combined User Agency Funding Formula**

The 911 Director may make a recommendation to the Combined User Committee, based on the annual cost sharing report, to make necessary changes to the Combined User Agency Funding Formula, Attachment C to this agreement.

## **(B) Revenue**

Revenues from sources other than User fees shall be applied against the costs. These include the following:

- 911 Sales & Use Taxes
- Grants
- Other county department payments
- Other secondary User Groups (AMR-Medic One)

The difference between budgeted costs and these revenues shall determine the net amount to be paid by Partner Agencies.

Any excess of revenues from grants, “911 Sales & Use Taxes” and payments by partners hereto over expenditures in any budget (calendar) year shall be carried forward to the ensuing year’s budget.

### **(C) Expenses**

The partner agencies will be advised of any unexpected expenses that are anticipated to exceed the adopted budget. The Director will follow the current county budget amendment process in requesting funds to pay for the unexpected expenses. Subsequently, the following year(s) user rates would be adjusted to cover the unexpected expenses from the previous year(s).

### **(D) Division of Costs**

The costs to be divided among the Partner Agencies hereto will eventually include the annual budgeted operation, maintenance, and building and equipment costs, including the building and equipment funds (set forth in the Communications Program Strategic Planning Cost-Sharing Timetable on page 17), after deducting any grants, “911 Sales & Use Taxes” and other revenues not constituting payments by parties hereto. See Attachment A, Fee Distribution Flowchart.

### **(E) Biannual Budget**

It is the consensus of the partner agencies that it is desirable to eventually work toward having a minimum of a biannual budget for budget planning purposes. This is a goal to work toward as the fiscal structure develops.

## **X. COUNTY BUDGET PROCESS**

The annual budget shall be developed with involvement from the Combined User Committee, 911 Director, and various Lewis County Budget/Fiscal services. The three phases of budgeting include the following:

### **(A) User Request:**

The Combined User Committee shall work with the 911 Director between March and April to establish the following:

- Gather preliminary requests
- Identify budget impacts and Combined User commitments
- Develop a final Preliminary Budget Request for submission

### **(B) Budget Submission:**

- **June 1:**  
The 911 Director shall submit a total Preliminary LCCC budget to the Lewis County Budget Department.
- **July 1:**  
The 911 Director will submit the proposed fees to the contracting agencies for their budgeting processes. A copy of the fees will be sent to the agency representatives of the Combined Users Committee.

**(C) County Adoption:**

- **August 1** (approximately):  
The Lewis County Budget Department will present the annual Preliminary Budget to the BOCC
- **September 1** (approximately):  
BOCC conducts Budget Amendment Hearings
- **December 31** (on or before, in accordance with RCWs):  
BOCC adopts the Final Budget

**(D) Budget Changes**

In the event that there are any program changes and/or User changes, or in the event of changes in the partners to this agreement necessitating budget changes, any supplemental budget shall go through the budget stages set forth herein and comply with all applicable Lewis County budget policies and local government budget laws and regulations.

**(E) Changes to Preliminary User Fees**

It may be necessary to make changes to the Preliminary User fees distributed in July due to unknown increases such as medical expenses, wages, and benefits increases not settled upon until later in the year.

## **XI. BILLING PARTNER AGENCIES**

The estimated amount to be billed to each Partner Agency participating in the LCCC and receiving services of the LCCC for the ensuing calendar year shall be determined in accordance with this agreement and submitted to each member no later than October 1 of each year.

Each Partner Agency's average percentage of the total user fee, as identified in Attachment A – Funding Formula, will remain the same unless the 911 Director recommends recalculation of the formula based upon an actual or anticipated significant change. The recommendations could include an adjustment in the

percentage of the agencies' user fees. For example, a significant change would include, but not be limited to, a substantial annexation, population increase, or use of dedicated resources by one or more user agencies. Authority to modify the User Agency Funding Formula remains with the 911 Director with Combined User Committee review.

In the event that the annual budget of the LCCC should be changed by a supplemental budget because of increased expenditures or the addition of more partners to this agreement, the annual and quarterly payments required by each of the parties hereto shall be adjusted at the beginning of the next fiscal year.

Additional emergency service providers may be permitted to become partners to this agreement with the approval of the Combined User Committee and the 911 Director. If the joinder of additional partners is so permitted, applicable rates shall be negotiated. The remittance for the remainder of the current year shall be set aside as revenue to reduce fees to the existing Partner Agencies in the next year.

Lewis County shall invoice each partner hereto at the beginning of each quarter (3 months) for one-fourth of such partner's share of the LCCC budget as follows:

Quarter	Month
1 <sup>ST</sup> Quarter	January 1
2 <sup>nd</sup> Quarter	April 1
3 <sup>rd</sup> Quarter	July 1
4 <sup>th</sup> Quarter	October 1

The amount of such invoice shall be determined by dividing such partner's share of the LCCC's annual budget by four (4) separate payments. Payment of invoices shall be made within 30 days thereafter.

## **XII. Partner Agency Withdrawals - Procedures**

### **(A) Withdrawal of a Partner Agency Other Than the County**

#### **1. Required Notice to Withdraw From Agreement**

Upon giving a written notice thereof to all of the partners to this agreement prior to **June 1**, any of the parties hereto, except the County, may withdraw from this agreement at the end of any calendar year.

#### **2. Partner Agency Rights after Notice of Intent to Withdraw**

After **June 1**, and the giving of such notice, the withdrawing partner shall not be required to make further contributions to the building and equipment

fund, but shall make all other payments for the remainder of the year and until the effective date of such withdrawal.

In the event that the withdrawing partner has purchased and installed special equipment, such equipment may be removed upon withdrawal from this agreement; provided, however, any and all costs associated with such removal shall be borne and paid by the withdrawing partner.

## **(B) Termination of Partner Agency**

### **1. Failure to Remit Fees or Repeated Policy Violations**

Termination of this service may result from major noncompliance of the adopted LCCC Policy, Procedures & Operations Manual, and/or failure to pay agreed upon rates. Termination may also result from failure to perform obligations under this Agreement.

The termination process is a three-step process that may be resolved at any step of the process:

- a. **911 Director:** 911 Director will initiate a fact finding on the non-compliant issue(s), provide a copy to the violating agency, and issue a written report with a recommendation.
- b. **Combined User Committee:** The 911 Director will present the facts and his recommendations to the Combined User Committee (CUC). The CUC will be provided an opportunity to discuss the matter and make their recommendation.
- c. **Lewis County BOCC:** The 911 Director will make a presentation to the Lewis County BOCC on the facts, his/her recommendation, and the recommendation of the Combined User Committee. The BOCC will make the final decision to terminate a Partner Agency.

### **2. Obligations and Rights upon Termination:**

Following termination, a Partner Agency that has been terminated shall be subject to the same obligations and entitled to the same rights as a withdrawing Partner Agency.

### **XIII. DISSOLUTION OF LCCC & ILA**

#### **County Withdrawal from Agreement**

In the event of the withdrawal by Lewis County, the LCCC shall be dissolved.

Upon giving 18 or more months' written notice hereof to all of the other partners to this agreement, the County may withdraw from this agreement at the end of a calendar year.

In the absence of a succeeding agreement among all of the other partners to this agreement at the time of such withdrawal which provides for collective operation of a communication center, all equipment, facilities and property of the LCCC shall be distributed to the original purchasing jurisdiction.

After giving such notice, and during the final 12 months immediately prior to the effective date of such withdrawal, the County shall not be required to make further contributions to the building and equipment fund, but shall make all other payments required by this agreement until the effective date of such withdrawal.

In the event that the County has purchased and installed special equipment, such equipment may be removed upon withdrawal from this agreement; provided, however, that any and all costs associated with such removal shall be borne and paid by the County.

### **XIV. Confidentiality**

Partner Agencies shall have the right to continue monitoring 911 calls, subject to the requirements set forth in the hold harmless agreement adopted by Resolution No. 89-110 of the Lewis County Board of Commissioners dated April 6, 1989. Each party hereto, its employees, subcontractors, and their employees, shall maintain the confidentiality of all information provided by the Center or acquired by Partner Agencies in the performance of the Agreement, except upon the prior written consent of the parties or court order or a subpoena issued pursuant to the applicable court of administrator agency rule out of such court or agency having competent jurisdiction over the county or the user.

### **XV. MEDIATION and/or ARBITRATION**

Any controversy between the parties in regard to the application or interpretation of the Agreement may be submitted to and determined by mediation and/or arbitration in accordance with RCW Chapter 7.04 and RCW Chapter 7.07.

## **XVI. INDEMNIFICATION**

Lewis County shall indemnify and hold harmless the Partner Agencies, their employees and representatives from any and all claims and actions, including expenses, reasonable attorney's fees, and investigative costs claimed by anyone by reason of injury or death, or damage to persons or property sustained as a result of the acts, or alleged acts, of the County's elected and appointed officials, employees, and volunteers as such acts relate to the delivery of communications services to the extent of liability coverage.

Partner Agencies shall indemnify and hold harmless the County, its elected and appointed officials, employees, and volunteers from any and all claims and actions, including expenses, reasonable attorney's fees, and investigative costs claimed by anyone by reason of injury or death, or damage to persons or property sustained as a result of the acts, or alleged acts, of the employees or any other representatives of the Partner Agencies, as such acts relate to providing services which the partner agencies are obliged or expected to provide.

## **XVII. LIABILITY COVERAGE**

Liability coverage shall be provided by Lewis County and the Partner Agencies through self-insurance and commercial insurance policies, and provide as a minimum the usual protection of general liability, civil rights liability, auto and errors and omissions. Such coverage shall be based on a minimum of \$1,000,000 per occurrence. The expense of coverage for the Center shall be a part of the operating costs of the Center.

## **XVIII. NOTICE**

Except as set forth elsewhere in this Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Partner Agencies to the 911 Director. Notice to the Partner Agencies for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the United States mail, first class, postage prepaid.

## **XIX. SEVERABILITY**

If any term or condition of this contract or the application thereof to any person or persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, conditions, or application. To this end, the terms and conditions of this contract are declared severable.



## **XX. TERMINATION OF OTHER COMMUNICATION AGREEMENTS**

Upon the effective date of this Agreement, it is in place of, supersedes, and replaces any existing "Interlocal Agreement for Operation, Maintenance and Participation in the Lewis County Communications Center."

## **XXI. DURATION OF AGREEMENT**

This Agreement is for a six (6) month period beginning January 1, 2024, and ending June 30, 2024. It shall commence when executed by the BOCC and end on June 30, 2024. Provided, the CUC may approve an extension of the duration of this Agreement by six (6) months from June 30, 2024, to December 31, 2024, by a majority vote.

## **XXII. ALTERATIONS AND AMENDMENTS**

This agreement may be amended by mutual agreement of the partners. Any partner agency may request changes in the Agreement to the User Committee. Such amendments shall not be binding unless they are in writing, voted on with a majority approval, signed by personnel authorized to bind each of the Partner Agencies, and with final approval of alternations or amendments residing by resolution of the Lewis County BOCC.

## **XXIII. OWNERSHIP OF FACILITIES**

There are no facilities or properties to be acquired or purchased as a result of this agreement; provided, however, upon termination of this agreement, all equipment, facilities and property of the LCCC then owned by it, including any facilities or properties acquired from funds accumulated in the building and equipment fund, or otherwise, shall be divided among the partners hereto in the manner described hereof; provided, further, that in the event that there is an accumulation of unexpended funds upon the termination of this agreement, such funds shall be refunded or paid to the then partners hereto in a manner which is proportionate to their respective contributions thereto.

## **XXIV. FILING OF AGREEMENT**

This agreement shall be filed pursuant to the requirements of RCW 39.34.040.

## **XXV. EXECUTION IN COUNTERPARTS**

Lewis County shall execute the original of this agreement. Each other partner hereto shall sign a counterpart of the original of this agreement. The partners hereto intend that all the signed counterparts taken together with the original will be considered as one original document, and given full force and effect as if all partners had signed one document.

## XXVI. TIME IS OF THE ESSENCE

Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

## XXVII. CONTRACT INTERPRETATION

This Agreement has been mutually negotiated and prepared, and shall not be construed or interpreted adversely to any Party.

## APPROVALS AND CONCURRENCES

### APPROVED AS TO FORM:

Jonathan Meyer, Prosecuting Attorney

By: Deputy Prosecutor

Date:

**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

Chairperson

Date:

### ATTEST:

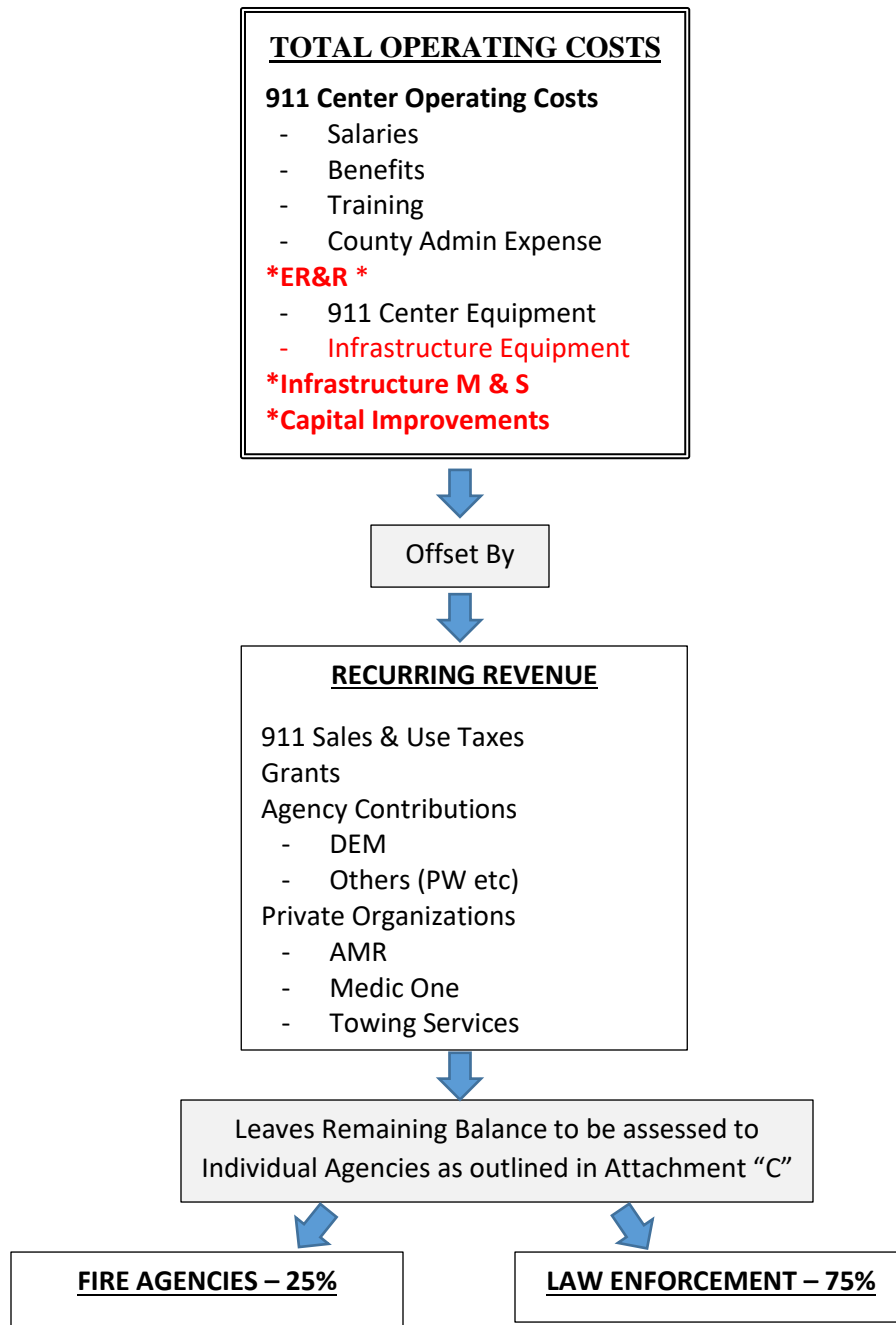
Clerk of the Board

Date:

<b>Lewis County Sheriff's Office</b>  _____ Sheriff Date	<b>Lewis County Coroner</b>  _____ Coroner Date
<b>Centralia, City of</b>  _____ City Manager	<b>Chehalis, City of</b>  _____ City Manager
<b>Napavine, City of</b>  _____ Mayor	<b>Pe Ell, Town of</b>  _____ Mayor
<b>Winlock, City of</b>  _____ Mayor	<b>Vader, City of</b>  _____ Mayor

<b>Toledo, City of</b>  _____ Mayor	<b>Mossyrock, City of</b>  _____ Mayor
<b>Morton, City of</b>  _____ Mayor	<b>LCFD # 1 – Onalaska</b>  _____ Commissioner
<b>LCFD # 2 – Toledo</b>  _____ Commissioner	<b>LCFD # 3 – Mossyrock</b>  _____ Commissioner
<b>LCFD # 4 – Morton</b>  _____ Commissioner	<b>LCFD # 5 – Napavine</b>  _____ Commissioner
<b>LCFD # 6 – Chehalis</b>  _____ Commissioner	<b>LCFD # 8 – Salkum</b>  _____ Commissioner
<b>LCFD # 9 – Mineral</b>  _____ Commissioner	<b>LCFD # 10 – Packwood</b>  _____ Commissioner
<b>LCFD # 11 – Pe Ell</b>  _____ Commissioner	<b>LCFD # 13 – Curtis</b>  _____ Commissioner
<b>LCFD # 14 – Randle</b>  _____ Commissioner	<b>LCFD # 15 – Winlock</b>  _____ Commissioner
<b>LCFD # 16 – Doty</b>  _____ Commissioner	<b>LCFD # 17 – Ashford</b>  _____ Commissioner
<b>LCFD # 18 – Glenoma</b>  _____ Commissioner	<b>Cowlitz-Lewis Fire District 20 (Vader)</b>  _____ Commissioner
<b>Riverside Fire Authority (RFA)</b>  _____ Commissioner	<b>American Medical Response (AMR)</b>  _____ Director
<b>Medic One (South County EMS)</b>  _____ Director	

## Attachment A – COMMUNICATIONS FEE DISTRIBUTION



\* NOTE: To be established. While these costs are necessary to accurately determine the total communications systems operating budget, they are not currently part of the funding formula, nor shared by all partner agencies (currently paid by only Lewis County).

**Attachment B - Annual Budget Report 2012-2018**

**LEWIS COUNTY COMMUNICATIONS  
COMMUNICATIONS  
REVENUE AND EXPENDITURE DETAIL 2012-2018**

Revenue	2012	2013	2014	2015	2016	2017 Estimated	2018 Projected Budget
Taxes 31X.XX	728,826	715,089	847,476 <sup>1</sup>	716,366	715,893	747,452	713,000
Federal 334.XX (Grants)	31,316	42,990	39,125	85,962	38,272	21,399	23,000
FEMA-DOM	3,118	-	-	-	-	-	-
Other Misc.	11,762	2,032	9,012	1,204	1,654	2,732	8,700
AMR Contract	62,315	62,315	62,315	63,567	64,842	65,490	78,588
Other Intercounty users ( Coroner, DEM & PW)	14,544	14,688	15,057	15,207	15,968	16,020	17,621
<b>Actual Rates Charged to Law and Fire</b>	<b>1,320,891</b>	<b>1,334,101</b>	<b>1,348,565</b>	<b>1,361,584</b>	<b>1,429,663</b>	<b>1,576,457</b>	<b>1,734,103</b>
<b>Total Revenue</b>	<b>2,172,772</b>	<b>2,171,214</b>	<b>2,321,550</b>	<b>2,243,890</b>	<b>2,266,292</b>	<b>2,429,550</b>	<b>2,575,012</b>
<b>% Change Communication Revenue</b>		0%	7%	-3%	1%	7%	6%
<b>Expenditures</b>							
Salaries	1,320,396	1,344,939	1,420,770	1,341,563	1,397,596	1,335,543	1,363,751 <sup>2</sup>
Benefits	424,676	455,927	494,068	522,607	501,369	521,317	596,778 <sup>3</sup>
Workers Comp/General Liability	47,621	26,821	22,862	16,300	14,628	18,013	19,145
<b>Total Salary and Benefits</b>	<b>1,792,693</b>	<b>1,827,687</b>	<b>1,937,700</b>	<b>1,880,470</b>	<b>1,913,593</b>	<b>1,874,873</b>	<b>1,979,674</b>
Supplies	30,905	19,874	32,981	30,571	34,804	11,000	28,500
Contract Services/Rentals/Other	139,558	194,741	197,606	163,983	170,054	160,390	168,800
Intergovernmental (WS Patrol)	10,656	10,656	10,656	10,656	10,656	11,000	11,000
<b>Interfund Cost</b>							
Facilities Maintenance/ space cost/utilities	28,143	26,558	32,484	32,242	35,061	36,740	43,562
IT M&S and ER&R	133,709	126,336	136,041	148,557	150,806	230,672 <sup>4</sup>	211,256
Postage	2,242	2,213	2,637	2,848	2,912	4,208	3,111
Interfund Radios	59,605	57,434	52,696	47,330	41,799	146,153 <sup>5</sup>	138,377
Other Interfunds	899	2,829	1,020	-	6,627	6,400	2,000
<b>Interfund Professional Services-</b>							
Public Works GIS Services	30,000	30,000	30,000	30,000	30,000	30,000	30,000
CS Director portion of Salaries	28,000	28,000	28,000	28,000	***	***	*** <sup>6</sup>
Human Resources Services	10,894	10,367	10,720	10,763	9,104	9,629	9,817
Risk Management Services	8,475	8,351	8,857	7,704	5,027	9,422	9,335
<b>Total Interfund Cost</b>	<b>301,967</b>	<b>292,088</b>	<b>302,456</b>	<b>307,444</b>	<b>281,336</b>	<b>473,224</b>	<b>447,458</b>
<b>Capital Projects</b>							
Capital Revenue					337,404 <sup>7</sup>		
Capital Purchase	-	5,623	-	1,540	375,657		
<b>Total Capital Cost</b>	<b>-</b>	<b>5,623</b>	<b>-</b>	<b>1,540</b>	<b>38,253</b>	<b>-</b>	<b>-</b>
<b>Total Communications Operation Cost</b>	<b>2,275,779</b>	<b>2,350,668</b>	<b>2,481,400</b>	<b>2,394,664</b>	<b>2,448,696</b>	<b>2,530,487</b>	<b>2,635,432</b>
<b>% Change Communication operations Exp.</b>		3%	6%	-3%	2%	3%	4%

**Notes:**

- <sup>1</sup> In March of 2014 the state distributed an excess sales and use tax payment of \$154,400  
<sup>2</sup> Payroll figures do not include employees salary increase pending CBA  
<sup>3</sup> Increase in benefits includes a \$34K increase in medical insurance benefit and \$11K increase in retirement benefits  
<sup>4</sup> Spillman moved from salaries to Lewis County IT  
<sup>5</sup> Radio rates reviewed in 2016, adjusted to reflect actual expenses in 2017  
<sup>6</sup> Beginning in 2018, the Directors Salary was included in Communications payroll  
<sup>7</sup> 2016 Federal Revenue includes an equipment grant for telephone system equipment. The expense is reflected in Capital Projects

	2012	2013	2014	2015	2016	2017	2018
Use of Additional County Funds by Year	(103,007)	(179,454)	(159,849)	(150,774)	(182,404)	(100,937)	(60,420)
<b>Total Additional Use of County Funds 2012-2018</b>							<b>(936,844)</b>

This attachment is included only as a sample of prior budget items and should not be relied upon or construed to limit budget items.

## **Attachment C – Funding Formula**

The funding formula rates are used to establish each individual agency's percentage share of the discipline's net costs for the annual LCCC budget. During the calculation year, the previous three-year usage calculation will be applied to the projected (next year) budget figure to arrive at the fees charged.

To bring the current fees in line with the actual budget figures, the 2018 budget includes a previously agreed upon 10% increase (previously the revenue fund balance was used to retain user fees at a level below the actual budget costs). The budget for calendar years 2012-2016 is incorporated herein as Attachment B.

The ratio set forth in this section and the method of dividing costs between law enforcement and fire service shall not be modified nor changed in any manner, except by amendment of this agreement in the manner provide below.

### **USER FEE FORMULA**

#### **1. Law Enforcement (75%)**

The net costs of the law enforcement dispatch is 75% (seventy-five percent). Costs to be divided among law enforcement departments shall be divided by an average of usage over the previous three (3) years.

Calculation of usage shall be based upon:

- 45% based on calls for service to include vehicle stops and officer-initiated activities (metric calculated as the most current three (3) year average for each respective jurisdiction)
- 45% based on the number of funded commissioned FTE's for each jurisdiction, updated annually
- 10% based on the population for each jurisdiction, updated annually

#### **2. Fire Services (25%)**

The net costs for fire service dispatch is 25% (twenty-five percent), which shall be divided among fire services based upon an annual average of each district's usage from the previous three (3) year period (based on calls alone).

## **Attachment D – Equipment Amortization Schedule**

To Be Completed After the  
Work Plan is Established

# **Attachment E – Forms**

**Incident Inquiry Form**

**Formal Complaint Form**

**Flowchart for Incident Inquiry & Formal Complaint Forms**

**Outstanding Performance Form**

**Lewis County Communications Center  
Annual Performance Appraisal Form**



# INCIDENT INQUIRY FORM

Used to identify equipment, personnel and procedure issues between 911 and user groups. Form must include: person submitting inquiry, agency, and contact information. For inquiries on 911 issues, turn form into the 911 Manager. For inquiries on Law, Fire and EMS issues, turn form into the appropriate liaison.

<b>Submission Date:</b> _____	<b>Incident Number/CAD Call ID:</b> _____	
<b>Person Submitting:</b> _____	<b>Agency:</b> _____	<b>Contact #:</b> _____

**Occurrence Date/Time:** \_\_\_\_\_

## 1. EQUIPMENT

### A. Transmission:

- ☐ Dispatch unable to receive      Location: \_\_\_\_\_
- ☐ Poor Signal      Location: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

### B. Receiving:

- ☐ Unit Unable to Receive      Location: \_\_\_\_\_
- ☐ Poor Signal      Location: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

### C. Paging:

- ☐ No Alert Tones      Location: \_\_\_\_\_
- ☐ Poor Signal      Location: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

## 2. DISPATCH ISSUE Dispatcher Name, if known: \_\_\_\_\_

- ☐ Incorrect:      ☐ Address      ☐ Date      ☐ Time
- ☐ Poor Radio Discipline \_\_\_\_\_
- ☐ Not Answering Traffic \_\_\_\_\_
- ☐ Incorrect Use of Response Plan \_\_\_\_\_
- ☐ Traffic Not Logged Correctly \_\_\_\_\_
- ☐ Improper Radio Procedure \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

## 3. USER GROUP ISSUE Agency: \_\_\_\_\_ Personnel Name, if known: \_\_\_\_\_

- ☐ Poor Radio Discipline \_\_\_\_\_
- ☐ Traffic Not Answered \_\_\_\_\_
- ☐ Improper Radio Procedure \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

**Additional Comments:** \_\_\_\_\_

<b>Inquiry Reviewed by:</b> _____	Name	Date
<b>Response sent to submitting person/agency:</b> _____	Name	Date

Revised 9-20-17

**LEWIS COUNTY DEPARTMENT OF EMERGENCY SERVICES (DES)**  
**FORMAL COMPLAINT FORM**

*This form is to be completed by anyone outside the employment of the Department of Emergency Services who wishes to make a formal complaint of an Emergency Services employee.*

Today's Date: \_\_\_\_\_ Time: \_\_\_\_\_

Complainant's Name: \_\_\_\_\_  
Last First Middle

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

I am lodging a complaint against \_\_\_\_\_, who  
is employed at the Lewis County Department of Emergency Services. This is in  
regard to an incident that took place on the following date, time and location:

\_\_\_\_\_

Witnesses to this incident:

NAME	ADDRESS	TELEPHONE

The following is a brief description of the incident:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***"I will fill out a statement describing the nature of the complaint and attach it to this complaint form. I do want this complaint investigated by the Lewis County Department of Emergency Services."***

Complainant's Signature: \_\_\_\_\_

**For Internal Use Only:**

Reviewed by: \_\_\_\_\_ Action Taken: \_\_\_\_\_  
Name/Title Date

*Revised October 2017*

## Incident Inquiry & Formal Complaint Flowcharts

All inquiries and formal complaints are intended to be worked out at the lowest level possible. When practical, issues should be worked out between supervisors, with employee involvement.

### Level 1 – Informal Issue (no paperwork):

Concern on how something occurred or was done. May be submitted by any of the following:

- Phone call
- In person contact
- Informal E-mail

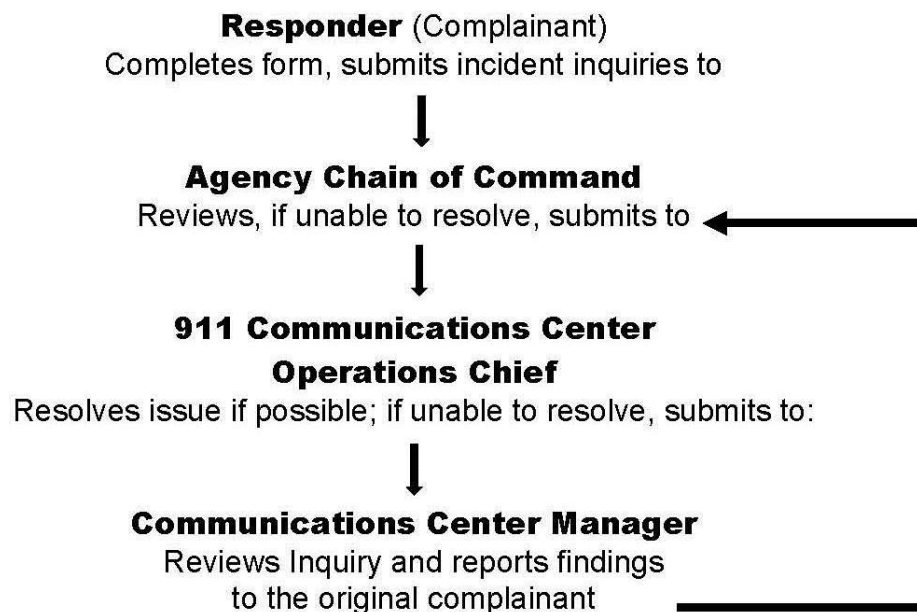
### Level 2 - Formal Incident Inquiry or Complaint Forms

("Something needs to be done about this.")

If resolution has not occurred at Level 1, item proceeds to the "Formal" written process by submission of either an "Incident Inquiry" or "Complaint" form. Forms must be completely filled in and signed. Written "Inquiries" and/or "Complaints" are routed through the following process that concludes with a report back to the original complainant on the formal form submitted:

---

### Formal Process – Level 2



## Outstanding Performance Recognition - Form

**Outstanding Performance is recognized for an individual(s) in one of these categories:**

- ☐
- Communication Center Employee**
- ☐
- Partner Agency Employee**

**Employee's Information** (if more than one, attach additional page, or list on back):

Name: \_\_\_\_\_

Department/Agency: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**This person is being acknowledged in the following areas:**

<input type="checkbox"/>	Quality/accuracy of work	<input type="checkbox"/>	Ability to work as part of a team
<input type="checkbox"/>	Dependability	<input type="checkbox"/>	Compliance with established procedures/policies
<input type="checkbox"/>	Communication Skills	<input type="checkbox"/>	Problem solving skills
<input type="checkbox"/>	Other, Explain briefly		

In a simple essay form, write statements to include why you feel the person acknowledged should receive recognition for an "Outstanding Performance." If incident specific, please indicate date and time of occurrence below.

**Incident #:** \_\_\_\_\_ **Date/Time:** \_\_\_\_\_

--

**Nominator's Information:**

Name: \_\_\_\_\_

Department/Agency:

Phone Number: \_\_\_\_\_

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

For additional information about the recognition, contact: \_\_\_\_\_

**Return completed form to:**

**Communications Center Manager Historic Courthouse, 351 NW North Street, Chehalis, WA 98532**

**Submittal Process:**

Any Partner Agency member or Department of Emergency Services (DES) employee may submit an “Outstanding Performance Recognition” form to the Director of Emergency Services to recognize outstanding performance by a Partner Agency member or Department of Emergency Services employee for performance *beyond their regular job duties*.

Recipients of Outstanding Performance Recognition certificates exhibit the abilities to quickly problem solve; excel in a teamwork environment; promote the Department mission, vision, ethical values; and consistently perform their public service duties to the highest standards.

Any staff member may be acknowledged for outstanding performance, regardless of length of service.

The application submitted must identify the reason why the employee’s actions merit the award and how it meets the qualification to be *beyond their regular job duties*. Any letters or memoranda supporting the nomination may be attached to the form.

The Director of Emergency Services, or the nominee’s Partner Agency lead, will review the merits of the nomination and make the determination if the recognition should be made.

For 911 Employees, a copy of the “Outstanding Performance Recognition” certificate will be placed in the employee file and/or sent to the employee’s agency administration, as appropriate.

Lewis County Communications Center

## Annual Performance Appraisal Form

The purpose of this annual appraisal is to provide an annual opportunity for partner agencies to assist in identifying what has been working well and provide early identification of anything that needs improvement.

Person/Agency Completing Report: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

---

### Section I - Please rate the following services:

NS = Not Satisfactory    S = Satisfactory    HS = Highly Satisfactory

Service	NS	S	HS
Call receiving/dispatching			
Inquiries – speed and accuracy			
Interoperability of Equipment			

### Section II – List three items that went well this past year.

- 1.
- 2.
- 3.

### Section III – List three things that could be improved this next year:

- 1.
- 2
- 3.

### Section IV - List any training/suggestions for overall improvements that would make processes run more smoothly:

- 1.
- 2
- 3.

**Attachment F**  
**COMMUNICATIONS USER GROUP**  
**MEETING AGENDA - Draft**

- I. **Call to Order**
- II. **Introductions**
- III. **Approval of the minutes from the last meeting**
- IV. **Reports**
  - A. Fire - EMS Reports
  - B. Law Reports
  - C. Combined User Group Reports
  - D. 911 Communications Center Report
    - 1. Budget Status
    - 2. Improvements
    - 3. Projects
    - 4. New Policies
    - 5. State 911/Advisory Committee
- V. **New Business**
- VI. **Good of the Order**
- VII. **Adjournment**

**Attachment G –  
Intentionally Omitted**



## Attachment H - Acronyms and Definitions

<b>Administrative Services</b>	Services provided by Lewis County. Includes but not limited to facility, personal services, maintenance, legal services, networking series, risk management and financial services.
<b>BOCC</b>	Lewis County Board of County Commissioners.
<b>Combined User Committee</b>	Committee representing an equal number of emergency service provider's representatives appointed by the user agencies representing Fire, Law, and the Communications Center. Duties include making recommendations to the 911 Director regarding developing dispatching procedures and SOPs, reviewing budgets, and developing policies.
<b>Communications Center Administrative Assistant</b>	Provides secretarial services to the Combined User Committee, as directed by the 911 Director.
<b>Communications Center operating costs</b>	Currently includes staff salaries, benefits, training, and annual expenses to operate the dispatch center.
<b>County Administrative Expenses</b>	<p>Lewis County shall provide administrative &amp; contract services to the LCCC as required. Such services include, but are not necessarily limited to:</p> <ul style="list-style-type: none"> <li>• Facility space to house the LCCC</li> <li>• Personnel/employee services</li> <li>• Maintenance of the facility and systems</li> <li>• Legal Services</li> <li>• Networking Services</li> <li>• Risk Management</li> <li>• Human Resources</li> <li>• Financial Services</li> <li>• Contract Services</li> </ul> <p>It is also the intent of the parties that the cost of such services shall be included in the LCCC annual budget.</p>
<b>Communications Systems</b>	The Lewis County communications systems include both the 911 Communications Center (Dispatch) and the external infrastructure that provides the communications connection between dispatching and the response communities.

<b>Director (911)</b>	Director of the Department of Emergency Services, appointed by the BOCC. Establishes policies and budgets, with review by the Combined User Committee, for the Communications Center.
<b>Formal Complaint Form</b>	Form used by anyone outside the employment of the 911 Department who wishes to make a formal complaint about an employee of the 911 Department.
<b>Discipline Field Manuals</b>	Lewis County Communications Center Policy, Procedures & Operations Manual: specific sections by discipline as follows: 601-700 Law Enforcement Operations 701-800 Fire District Operations 801-900 EMS Operations
<b>Incident Inquiry Form</b>	Form to be used to identify equipment, personnel, and procedural issues between 911 Center and the User partners. May be initiated by either partner.
<b>ILA</b>	Interlocal Agreement
<b>LCC</b>	Lewis County Communications
<b>LCCC</b>	Lewis County Communications Center
<b>LCC Policy, Procedures and Operations Manual</b>	Guiding document addressing policy, procedure, and operations governing all Lewis County partners participating in the Lewis County Communications program.
<b>Partner Agency</b>	Signatory agencies in the Interlocal Agreement (ILA) for Lewis County Communications, including Lewis County, municipalities, Law Enforcement, Fire Services and Emergency Medical Services entities.
<b>Revenue</b>	All sources of income, except User fees to include: grants, 911 taxes, and other miscellaneous payments.
<b>SOP</b>	Standard Operating Procedures
<b>User Agency Funding Formula</b>	Formula used to establish user costs based on the LCCC intending to be self-sufficient. Users pay their proportionate share of the total annual costs for maintenance, operation, and repair costs after any revenue has been applied.

## Attachment I – Lewis County Government Radio Sites

Site	Location	Description
1. Cooks Hill	Centralia Area off Cooks Hill RFA station 5	<ul style="list-style-type: none"> <li>• RFA Prime simulcast site</li> <li>• Fire F1 Cooks can B/U Crego fire if needed</li> <li>• REDNET west</li> <li>• Main dispatch tie in for RFA</li> <li>• FRA B/U repeater west</li> <li>• Microwave to Seminary Hill (4.6 GHz licensed)</li> </ul>
2. Davis Hill	North Centralia off Roanoke at Centralia water reservoir	<ul style="list-style-type: none"> <li>• Centralia 3 for Centralia PD</li> <li>• City PD Davis voted receiver</li> <li>• S/O Davis voted receiver</li> </ul>
3. Chehalis Ridge	JE of N National Ave and Chamber of Commerce Wy	<ul style="list-style-type: none"> <li>• City PD prime site</li> <li>• Main dispatch tie in for City PD</li> <li>• Voter controlled base station</li> <li>• Microwave to Old Courthouse (2.4 GHz spread spectrum unlicensed)</li> </ul>
4. Brockway	Chehalis are on Brockway Rd and Smokey Lane	<ul style="list-style-type: none"> <li>• Chehalis 3 for Chehalis PD (city owned)</li> </ul>
5. Seminary Hill	Centralia area on Seminary Hill Rd	<ul style="list-style-type: none"> <li>• FRA Seminary voted receiver</li> <li>• City PD Seminary voted receiver</li> <li>• Microwave to Cooks Hill (4.9 GHz licensed)</li> </ul>
6. Historic Courthouse	Chehalis on Main Street	<ul style="list-style-type: none"> <li>• Dispatch center and main hub</li> <li>• E911 main answering point</li> <li>• ECW phone system</li> <li>• Motorola MCC7100 K core Radio control</li> <li>• Lewis County P/W Control station</li> <li>• LCSO Courthouse control station (voted)</li> <li>• City PD B/U</li> <li>• RFA B/U and RFA B/U repeater control station</li> <li>• Auxiliary Base station <ul style="list-style-type: none"> <li>○ REDNET</li> <li>○ LERN</li> <li>○ S/O West</li> <li>○ Fire F1</li> <li>○ HEAR</li> <li>○ DEM W</li> </ul> </li> <li>• Fire monitor (recording purposes only)</li> <li>• WSP receiver</li> <li>• NAWAS and EAS</li> <li>• Receiver voting eqpt for LCSO, Fire F1, P/W, DEM</li> <li>• Microwave to Summit Hill (2.4 GHz spread spectrum)</li> <li>• Cabled tie in to law and Justice Center</li> <li>• CEMNET low band to State EMD (911 Department)</li> <li>• Emergency Operations Center</li> </ul>
7. Law and Justice	Chehalis on Main Street	<ul style="list-style-type: none"> <li>• Microwave to Crego Hill (6 GHz licensed)</li> <li>• Cabled tie in to Old Courthouse</li> <li>• Radio Amateur Civil Emergency Services eqpt.</li> </ul>
8. Lewis County Public Works	Chehalis off Kresky Ave	<ul style="list-style-type: none"> <li>• Cabled tie-in of desk remotes to P/W control station at Historic Courthouse</li> </ul>
9. Crego Hill	SW of Chehalis in hills overlooking Adna	<ul style="list-style-type: none"> <li>• Microwave to Law &amp; Justice Ctr and Crawford Peak in Thurston Co (6 GHz licensed)</li> <li>• Microwave to Dog Mountain (6 GHz licensed)</li> <li>• Fire F1 Crego transceiver (voted)</li> <li>• P/W west repeater</li> <li>• LCSO Crego Control station (voted)</li> </ul>

Site	Location	Description
		<ul style="list-style-type: none"> <li>FRA Crego (microwave and simulcast repeater for RFA) (RFA owned)</li> <li>VTAC 11 West transceiver</li> </ul>
<b>10. Baw Faw</b>	SW of Chehalis in hills overlooking Boistfort	<ul style="list-style-type: none"> <li>LCSO west repeater</li> <li>DEM west repeater</li> </ul>
<b>11. Area 2 Shop</b>	Spooner Rd & US 6	<ul style="list-style-type: none"> <li>DEM control station</li> </ul>
<b>12. Toledo Airport</b>	Jackson Highway	<ul style="list-style-type: none"> <li>Fire F1 voted receiver</li> <li>REDNET south transceiver</li> <li>Public Works voted receiver</li> <li>DEM voted receiver</li> <li>4.9 GHz licensed Microwave to Hopkins</li> </ul>
<b>13. Onalaska</b>	Onalaska Fire Station 2	<ul style="list-style-type: none"> <li>Fire F1 Onalaska voted receiver (Centurylink/TDS)</li> </ul>
<b>14. Democrat Hill</b>	NE of Salkum on Schoen Rd	<ul style="list-style-type: none"> <li>Fire F1 Democrat transceiver (voted receiver on TELCO wireline CenturyLink/TDS)</li> </ul>
<b>15. Hopkins Hill</b>	WNW of Morton off Short Rd	<ul style="list-style-type: none"> <li>P/W East repeater</li> <li>Fire F1 transceiver</li> <li>DEM voted receiver</li> <li>LCSO voted receiver</li> <li>Microwave to Toledo (4.9 GHz licensed)</li> <li>WSDOT microwave to Dog Mt. (11 GHz licensed)</li> </ul>
<b>16. Dog Mountain</b>	Due South of Glenoma in hills	<ul style="list-style-type: none"> <li>Microwave to Crego Hill (6 GHz licensed)</li> <li>Microwave to Bennett Rd (5.8 GHz spread spectrum unlicensed)</li> <li>LCSO Dog voted receiver</li> <li>Fire F1 Dog transceiver (voted)</li> <li>East Fire Randle/LGS link control station</li> <li>East Fire Packwood B/U control station</li> <li>WSDOT microwave to Hopkins Hill (11 GHz licensed)</li> </ul>
<b>17. Storm King</b>	South of Mineral in the mountains	<ul style="list-style-type: none"> <li>LCSO Storm King repeater</li> <li>Storm King 9/17 fire repeater</li> <li>Solar only site</li> </ul>
<b>18. Burley Mountain</b>	SSE of Randle in the mountains above Cispus	<ul style="list-style-type: none"> <li>LCSO East repeater</li> <li>DEM East repeater</li> <li>Solar only site</li> </ul>
<b>19. LCFD #14</b>	Highway 12 Randle	<ul style="list-style-type: none"> <li>E Fire Randle repeater</li> <li>LGS Link repeater</li> </ul>
<b>20. Bennett Rd</b>	Mile Post 124 on US 12 between Randle and Packwood	<ul style="list-style-type: none"> <li>Microwave to Dog Mt. (5.8 GHz spread spectrum unlicensed)</li> <li>Microwave to Packwood (2.4 GHz spread spectrum unlicensed)</li> <li>Public Works Bennett voted receiver</li> <li>DEM Bennett voted receiver</li> <li>REDNET East transceiver</li> <li>VTAC 11 East transceiver</li> </ul>
<b>21. Packwood</b>	At the WWPPS surge tank above Packwood	<ul style="list-style-type: none"> <li>E Fire Packwood repeater</li> <li>Microwave to Bennett Rd (2.4 GHz spread spectrum unlicensed)</li> <li>LCSO Packwood voted receiver</li> </ul>
<b>22. Lewis County Jail</b>	Chehalis on Chehalis Ave.	<ul style="list-style-type: none"> <li>Lewis County Jail repeater (MOTOTRBO)</li> </ul>

# BOCC AGENDA ITEM SUMMARY

**Resolution:** 24-022

**BOCC Meeting Date:** Jan. 16, 2024

**Suggested Wording for Agenda Item:**

**Agenda Type:** Deliberation

Approve an Interlocal Agreement between Lewis County and public safety partner entities for the operation, maintenance and participation in Lewis County 911 Communications

**Contact:** Jennifer Libby-Jones

**Phone:** 360-740-3394

**Department:** COMM - 911

## Description:

Approve an Interlocal Agreement between Lewis County and public safety partner entities for the operation, maintenance and participation in Lewis County 911 Communications.

## Approvals:

User	Status
PA's Office	Approved

## Publication Requirements:

**Publications:**

## Additional Copies:

## Cover Letter To:

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

**IN THE MATTER OF:**

RESOLUTION NO. 24-022

APPROVE AN INTERLOCAL AGREEMENT  
BETWEEN LEWIS COUNTY AND PUBLIC SAFETY  
PARTNER ENTITIES FOR THE OPERATION,  
MAINTENANCE AND PARTICIPATION IN LEWIS  
COUNTY 911 COMMUNICATIONS

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, Lewis County provides 911 and dispatching services to all public safety entities within the County under an Interlocal Agreement; and

**WHEREAS**, the parties, Lewis County and its partner agencies, have been operating under the the ILA since January 1, 2018, and terminated December 31, 2023, and have requested to extend that ILA to June 30, 2024; and

**WHEREAS**, this extension will ensure continued cooperation between all parties while efforts are being undertaken to draft a new agreement.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Lewis County hereby approves of the terms and conditions of the attached Interlocal Agreement and hereby authorizes the Chair of the Board of County Commissioners to sign the same on behalf of the County

.

DONE IN OPEN SESSION this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

David Bailey  
\_\_\_\_\_  
By: David Bailey,  
Chief Civil Deputy Prosecuting Attorney

Scott J. Brummer  
\_\_\_\_\_  
Scott J. Brummer, Chair

ATTEST:

Lindsey R. Pollock, DVM  
\_\_\_\_\_  
Lindsey R. Pollock, DVM, Vice Chair

\_\_\_\_\_  
Rieva Lester, CMC,  
Clerk of the Lewis County Board of  
County Commissioners

Sean D. Swope  
\_\_\_\_\_  
Sean D. Swope, Commissioner





**CHEHALIS CITY COUNCIL  
MEETING AGENDA REPORT**

**TO:** The Honorable Mayor and City Council Jill Anderson, City Manager

**FROM:** Jill Anderson, City Manager

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

**MEETING OF:** March 11, 2024

**SUBJECT:** First Reading of Ordinance No. 1088-B, Amendments to Municipal Code Section  
13.04.090 - Water Service Meter Location

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**ISSUE**

The current Municipal Code, section 13.04.090, states that "All water service connections shall be made by, or under the control of, the city, Meters shall be placed as follows:

- A. Within the corporation limits of the city, meters shall be placed within two feet of the edge of the sidewalk or proposed sidewalk on the curb side in existing plats and within two feet of the sidewalk on the property side in new plats.
- B. Within the county, meters shall be placed within the county right-of-way and within two feet of the property line nearest the customers premises.
- C. In instances other than contained herein, or where the public works director determines that unusual or conflicting conditions exist, the location of the meter shall be determined by the public works director. [Ord.1088-B]

Municipal Code 13.04.090 regarding meter placement needs to be updated to add clarification and consistency when new water service meters are to be placed within city limits and no sidewalk is present.

**DISCUSSION**

The Water Department is proposing that the Municipal Code be updated to add clarification and consistency when new water services are requested and placed within city limits. The proposed language below will make it easier to determine proper placement of water meters when no sidewalks are present.

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

All water service connections shall be made by, or under the control of, the city, Meters shall be placed as follows:

- A. Within the corporation limits of the city, meters shall be placed within the city right-of-way and within two feet of the property line nearest the customers premises.
- B. Within the county, meters shall be placed within the county right-of-way and within two feet of the property line nearest the customers premises.
- C. In instances other than contained herein, or where the public works director determines that unusual or conflicting conditions exist, the location of the meter shall be determined by the public works director.

Updating Municipal Code 13.04.090 would add clarification and consistency when new water services are requested and are to be placed within City limits.

#### **FISCAL IMPACT**

There is no fiscal impact associated with the adoption of the proposed ordinance.

#### **RECOMMENDATION**

It is recommended that the City Council approve Ordinance No. 1088-B on first reading, changing Municipal Code 13.04.090 to clarify placement of water meter service connections and schedule the second reading for the City Council Meeting of March 25, 2024.

#### **SUGGESTED MOTION**

I move the City Council approve Ordinance No. 1088-B on first reading and schedule the second reading for the City Council Meeting of March 25, 2024.

**ORDINANCE NO. 1088-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS,  
WASHINGTON, AMENDING SECTION 13.04.090 OF THE  
CHEHALIS MUNICIPAL CODE CONCERNING WATER  
SERVICE METER LOCATION**

**WHEREAS**, the City of Chehalis requires placement of existing and new water services; and

**WHEREAS**, in order to adjust to industry standard, the city has determined that updates to the municipal code section regarding water service meter location is warranted; and

**WHEREAS**, to achieve this goal, new language should be added to the municipal code section to include clarification and consistency for placement of existing and new water services.

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

**Section 1.** Section 13.04.090 of the Chehalis Municipal Code shall be, and the same hereby is amended to read as follows:

13.04.090 Water Service Meter Location

All water service connections shall be made by, or under the control of, the city, Meters shall be placed as follows:

- A. Within the corporation limits of the city Meters shall be placed within the city right-of-way and within two feet of the property line nearest the customer's premises.
- B. Within the county, (urban growth areas or similar areas outside the corporation limits but under City jurisdiction) Meters shall be placed within the county right-of-way and within two feet of the property line nearest the customers premises.
- C. In instances other than contained herein, or where the public works director or designee determines that unusual or conflicting conditions exist, Meter location shall be determined by the public works director or designee.

**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:** March 11, 2024

**SUBJECT:** First Reading of Ordinance No.1094-B, Amendments to Municipal Code Section 13.04.310 – Meter Tests

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**ISSUE**

The current municipal code 13.04.310 states that when any customer makes a complaint that the water service charges for any period are excessive, the city shall, upon the customer's request, have the meter reread and the water service pipes and plumbing fixtures on the premises inspected for leaks in the event that said actions are practicable and/or possible. The city may charge the customer for a service call in accordance with CMC 13.04.200, Service calls, for rereading the meter and inspecting the premises.

**DISCUSSION**

The Water Department is proposing an update to the Municipal Code to remove the language that would allow city employees to access private property to inspect privately owned service pipes and plumbing fixtures for leaks by request of the customer. The city's utility department monitors meter reads for abnormal usage and automatically has all abnormal usage readings reread for potential leaks. When a city employee rereads the meter and notices a possible leak, they then contact the customer and inform them of the usage and the possible leak.

Updating the Municipal code to remove the language that would allow city employees to access private property would mitigate the city's liability of having city employees accessing private property to assess service pipes and plumbing fixtures.

It is proposed that the language be updated to reflect the following changes:

When any customer makes a complaint that the water service charges for any period are excessive, the city shall, upon the customer's request, have the meter reread. ~~and the water service pipes and plumbing fixtures on the premises inspected for leaks in the event that said actions are practicable and/or possible.~~ The city may charge the customer for a service call in accordance with CMC 13.04.200, Service calls, for rereading the meter ~~and inspecting the premises.~~

Should the customer then request that the meter be tested for accuracy, the customer shall make a deposit in the amount established by city ordinance and such customer shall be liable for the actual cost of meter testing.

**FISCAL IMPACT**

Updating Municipal Code 13.04.090 would remove the city's liability of having city employees accessing private property upon request of the customer to inspect privately owned service pipes and plumbing fixtures. There is no direct fiscal impact associated with adopting the proposed Ordinance.

**RECOMMENDATION**

It is recommended that the City Council approve Ordinance No. 1094-B on First reading, changing Municipal Code 13.04.310 to remove in premise service for leak detection on private property.

**SUGGESTED MOTION**

I move the City Council approve Ordinance No. 1094-B on First reading and schedule the second reading for the City Council meeting scheduled for Monday, March 25, 2024.

**ORDINANCE NO. 1094-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS,  
WASHINGTON, AMENDING SECTION 13.04.310 OF THE  
CHEHALIS MUNICIPAL CODE CONCERNING METER  
TESTS**

**WHEREAS**, the City of Chehalis conducts meter rereads at customers request and

**WHEREAS**, the city needs to mitigate any damage or liability for entering a private premise and

**WHEREAS**, the City desires to remove the requirement that city employees enter private premises and conduct inspections of private service pipes and plumbing fixtures for possible leaks.

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

**Section 1.** Section 13.04.310 of the Chehalis Municipal Code shall be, and the same hereby is amended to read as follows:

13.04.310 Meter Tests

When any customer makes a complaint that the water service charges for any period are excessive, the city shall, upon the customer's request, have the meter reread. The city may charge the customer for a service call in accordance with CMC 13.04.200, Service calls, for rereading the meter.

Should the customer then request that the meter be tested for accuracy, the customer shall make a deposit in the amount established by city ordinance and such customer shall be liable for the actual cost of meter testing.

**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

**MEETING OF:** March 11, 2024

**SUBJECT:** Appointment of an Interim City Manager

---

**INTRODUCTION**

The City Manager, Jill Anderson, is retiring in April. The City Council will need to appoint a person to serve as Interim City Manager between April 17, 2024, and the official start of the permanent City Manager, who is expected to be selected in early April and start by early June.

**PROCESS**

In October 2023, City Manager Anderson announced her plan to retire between April 1 and May 1 of 2024. Since that time the City Council has initiated an Executive Search for the next City Manager of Chehalis. Ms. Anderson recently informed the City Council that her last day in the office will be Tuesday, April 16, 2024. Since it is very unlikely that the new City Manager would be available to start by that date, it is prudent to appoint an Interim City Manager. Members of the Management Team were invited to submit a resume and cover letter if they were interested in serving as the Interim City Manager, which is a position that is appointed by the City Council.

Lance Bunker, Public Works Director, submitted a cover letter and resume to be considered. Mr. Bunker was the only member of the Management Team to express formal interest in the position. Mr. Bunker has served as the Public Works Director for nearly two years, demonstrating his ability to advance projects and manage people effectively. Mr. Bunker is well respected by his staff, as well as colleagues in and out of the organization. If appointed by the City Council, he will be fully supported by his staff in Public Works and the entire City Team in the role of Interim City Manager.

A proposed contract has been prepared by the City Attorney to set forth the employment terms and conditions that would apply if Mr. Bunker is appointed to the position of Interim City Manager. The key terms are:

- Employment as Interim City Manager until the start date of the person appointed to be the full-time City Manager.
- Base Monthly Salary of \$12,973. This is approximately \$2,100 more a month than Mr. Bunker's current salary and was established to be 10% higher than the next highest paid employee with the City.
- Sets forth that the same benefits, including health insurance and vacation accruals, currently being earned by Mr. Bunker will continue.
- Sets forth that Mr. Bunker can return to his position of Public Works Director when his responsibilities as Interim City Manager end.

- The agreement may be terminated by the City with or without cause at its sole convenience. Mr. Bunker can terminate the agreement with thirty (30) days written notice.

The City Council is responsible for the appointment of the position of City Manager. Therefore, this item has been scheduled to provide the City Council an opportunity to review the contract and consider appointing Lance Bunker to the position of Interim City Manager.

#### **FISCAL IMPACT**

The additional salary paid to the Interim City Manager is estimated to be \$2,100 a month. This expense would be offset by savings created by the vacant City Manager position.

#### **RECOMMENDATION**

It is recommended that the City Council appoint Lance Bunker as Interim City Manager and authorize the Mayor to sign the employment agreement, which is attached to this report.

#### **SUGGESTED MOTION**

I move that the City Council appoint Lance Bunker as Interim City Manager and authorize the Mayor to sign the employment agreement, which is attached to this report.

## **INTERIM CITY MANAGER EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF CHEHALIS, WASHINGTON, a municipal corporation**, hereinafter referred to as "City", and **Lance Bunker**, hereinafter referred to as "Manager".

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

**WHEREAS**, City desires to employ the services of Manager as Interim City Manager of the city of Chehalis, Washington, as provided by city ordinance; and

**WHEREAS**, it is the desire of City to provide certain benefits to Manager and to establish certain conditions of employment during Manager's tenure as Interim City Manager; and

**WHEREAS**, Manager is an individual who has the education, training, and experience in local government management needed to perform the responsibilities of Interim City Manager and is desirous of accepting said employment from City; now, therefore,

**IN CONSIDERATION** of the mutual covenants and agreements herein contained and other valuable consideration, the parties agree as follows:

1. **Employment.** City hereby employs Manager, and Manager hereby accepts said employment, as Interim City Manager of the city of Chehalis, Lewis County, Washington, for an indefinite term commencing **April 17, 2024**, and continuing indefinitely until a full-time City Manager's appointment by the City Council is fully effective.

2. **Exclusive Employment.** During the term of this Agreement, Manager agrees to remain exclusively employed by City and not to become employed by any other employer until the effective date of any termination or resignation. The term "employed" shall not be construed

to include any occasional teaching, writing, or consulting work that does not interfere with Manager's ability to effectively discharge her assigned duties.

Because Manager is being temporarily promoted from another City employee position, it is understood and agreed that once this interim position ends, Manager will return to the prior City employee position. Except for criminal acts or intentional misconduct, Manager's prior position and future employment in that position will not be subject to disciplinary actions, if any, taken while performing the role of Interim City Manager. Manager will not be paid for the prior position during the term of service as Interim City Manager, however, seniority for the prior position will continue to accrue for all other purposes, including without limitation periodic raises.

3. **Position Exclusions and Exemptions.** Manager acknowledges, understands, and agrees that the position accepted with City is exempt from and not included under any civil service system or the Fair Labor Standards Act.

4. **Powers and Duties.** Manager shall exercise the powers and perform the duties prescribed by the laws of the state of Washington pertaining to city managers, RCW 35A.13.080; by City Ordinance No. 512-B or as amended, codified in the Chehalis Municipal Code as Section 2.04.020; by the position description of the City Manager position except on an interim basis; and other legally permissible and proper duties of Manager as City shall, from time to time, assign. In addition, the Manager understands that as the Manager, he shall also be required to attend certain evening meetings, which may include but are not limited to council meetings, civil service commission meetings, other city commission meetings, committees, and boards. Said meetings are an integral part of the duties of the position and have been and are included in the consideration in establishing salary to be paid Manager. The position is an "on-call" position and

may require additional work during holidays and other non-business hours. These realities have been taken into account by the salary schedule herein.

5. **Compensation.**

a. **Base Salary.** For services rendered by Manager, City shall pay a base monthly salary of Twelve Thousand, Nine Hundred and Seventy Three Dollars (\$12,973) a month payable on the last working date of each month. Said pay is subject to normal deductions and withholding as customarily occurs with City employees.

6. **Benefits.**

a. **Vacation.** Manager shall be entitled to vacation accrual as if Manager remained in the prior City position. Manager shall retain all accrued vacation leave from the prior position. HOWEVER, the Manager agrees not to take any vacation for the initial four (4) weeks of employment as Interim City Manager.

b. **Sick Leave.** Manager shall be entitled to sick leave benefits at the normal city rate of one day (8 hours) per month of employment as provided in City Employee Rules and Regulations. Manager shall retain all accrued sick leave from the prior position.

c. **Bereavement Leave.** Manager shall be entitled to bereavement leave benefits as prescribed by City Employee Rules and Regulations for management employees.

d. **Insurance.** Manager shall retain all insurance benefits of prior position while employed as Interim City Manager.

e. **Retirement.** Manager shall retain all retirement benefits of prior position while employed as Interim City Manager.

f. **Professional Education.** City shall pay and/or reimburse Manager, as the budget allows, the cost of attending conferences, seminars, and other such professional training and development requirements pursuant to existing policy of City.

g. **Holidays.** Manager shall be entitled to take such paid holidays as are observed by City.

7. **Performance and Salary Review.** This is a temporary position and salary review will not be conducted. Manager may request a performance review at the termination of employment as Interim City Manager.

8. **Responsibility of Council Members.** Except for the purposes of inquiry, the City Council and its members shall deal with the administrative service solely through Manager, and neither the council nor any committee or individual member thereof shall give orders to any subordinate of Manager, either publicly or privately. The provisions hereof shall not prohibit the City Council, while in open or executive session, from fully and freely discussing with Manager anything else pertaining to the appointment and removal of City officers and employees as well as City affairs.

9. **Termination and Severance Pay.** Upon termination, Manager shall be offered the option to return to Manager's prior City employment as Public Works Director.

City and Manager understand and agree that this is a TEMPORARY position, and no severance pay will be provided EXCEPT that Manager shall be paid as Interim City Manager through the end of the calendar month of termination.

The City may terminate Manager at-will, with or without notice, with or without cause, at its sole convenience. Manager may terminate this agreement upon thirty (30) days written notice to the City.

10. **General Provisions.**

- a. This Agreement shall be in full force and effect until amended or terminated.
- b. City shall bear the full cost of any fidelity or other bonds required of Manager under any law or ordinance of City.
- c. In addition to that required under state and local law, City shall defend, hold harmless, and indemnify Manager against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Manager's duties. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.
- d. This Agreement constitutes the entire agreement of the parties, both parties agree that there are no other agreements, oral or otherwise, and that all terms have been fully set forth in the text of this Agreement.
- e. Subject to the provisions as to the term hereof, the parties agree that this Agreement may be amended or modified with the written concurrence of both parties and shall not be amended or modified without the written concurrence of both parties.
- f. If any provision or portion of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected but shall remain in full force and effect.
- g. Any notices required to be given by City to Manager or by Manager to City shall be delivered to the address of the receiving party last known to the addressing party. Such notices may be either delivered personally to the addressee or may be

deposited in the United States mail, postage prepaid, to the address of the person receiving the notice. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing, and the effective date of any such notice shall be the date of mailing.

h. Any dispute arising out of the terms or enforcement of this Agreement shall be settled by binding arbitration, which arbitration shall be held in Lewis County, Washington, by an arbitrator to be mutually agreed upon between City and Manager.

i. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Manager.

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

**CITY OF CHEHALIS, WASHINGTON**

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**By: Anthony Ketchum, Mayor**

**CITY**

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**By: Lance Bunker**

**MANAGER**