

**INTERLOCAL AGREEMENT BETWEEN CITY OF CHEHALIS AND LEWIS COUNTY  
SEWER DISTRICT #4 REGARDING SERVICE TO LEWIS COUNTY PARCEL  
NUMBERS 017808001006, 017808001044, 17855001001,017855001002**

This INTERLOCAL AGREEMENT is entered into this 8<sup>th</sup> day of ~~July~~<sup>Aug</sup> 2022, by and between the City of Chehalis, a municipal corporation, herein called Chehalis, and Lewis County Water and Sewer District #4, a special purposes utility district, herein called LCSD#4, herein called Associated Parties or Parties for the purpose of providing sewer services to Lewis County parcels 017808001006, 017808001044, 017855001001, 017855001002 herein called Subject properties.

**WHEREAS**, LCSD#4 serves two separate defined service areas both north and south of Subject properties on Jackson Highway north of Yates Rd.; and

**WHEREAS**, the Subject properties are not within the defined service boundaries of LCSD#4; and

**WHEREAS**, Chehalis does not have sewer infrastructure in place to serve new development in this area; and

**WHEREAS**, LCSD#4 has basic infrastructure in place to provide sewer services to the Subject properties; and

**WHEREAS**, LCSD#4 disposes of its wastewater for treatment at the Chehalis Regional Water Reclamation Facility; and

**WHEREAS**, LCSD#4 has limited treatment capacity at the Chehalis Regional Water Reclamation Facility; and

**WHEREAS**, LCSD#4 has limited capacity in the Sewer Interceptor that serves the city of Napavine, LCSD#4 and portions of Chehalis; and

**WHEREAS**, proposed development of Subject properties would cause LCSD#4 to exceed allotted capacity in the Chehalis Regional Water Reclamation Facility; and

**WHEREAS**, proposed development of Subject properties would use a significant amount of capacity allotted to LCSD#4 in the Sewer Interceptor; and

**WHEREAS**, the process to add the Subject properties to LCSD#4 service boundaries is a long and lengthy process; and

**WHEREAS**, the City wishes to promote timely development of the Subject properties; and

**WHEREAS**, the parties to this Agreement are authorized under the Interlocal Cooperation Act to enter into a contract for the provision of providing sewer services to the Subject properties:

**Now, Therefore Chehalis and LCSD#4 do hereby mutually consent and agree to the following:**

1. **Purpose** – The purpose of the Agreement is to have LCSD#4 service a predefined area along Jackson Highway that is not within LCSD#4 service boundaries and waive any requirement by the City that LCSD#4 purchase additional capacity in the Chehalis Regional Water Reclamation Facility and Sewer Interceptor to serve development of Subject property. The area subject to this Agreement is identified and described in **Exhibit A**, attached hereto and incorporated herein.

**2. Effective Date and Terms of the Contract** – This Agreement shall be in full force and effect and binding upon its execution and filing pursuant to RCW 39.34.040. This Agreement shall continue in force and effect for the life of development on the Subject properties. In the event that development is delayed, the Agreement shall continue in full force and effect for a period of five (5) years beginning August 1, 2022, and ending July 31, 2027.

**3. Monthly sewer rates** - Development of the subject properties will be served by and be customers of LCSD#4 subject to rates set by LCSD#4. Upgrade of LCSD#4's sewage facilities to serve development of Subject properties will be subject to all LCSD#4 standards and requirements and be subject to capacity charges as set by LCSD#4.

**4. Capacities** - All sewage and I&I flows from development of the Subject properties into the LCSD#4's sewage system will not count against LCSD#4's allotted capacities in the Chehalis Regional Water Reclamation Facility and/or Sewer Interceptor.

**5. Integrated Agreement** – This Agreement along with the Cost Apportionment Agreement (adopted by resolution 17-2003) and the Sewer Interceptor Agreement (adopted as interlocal agreement on 6/22/1994) constitutes the full and complete understanding of the parties and there are no other Agreements, either verbal or written, which would alter the terms of this document. The Agreement may be modified or amended only by supplemental written Agreement hereafter negotiated by the Parties or by annexation, at which time the Agreement be necessarily modified or terminated. The parties shall negotiate in good faith.

**6. No Third-Party Beneficiary** – The provisions of this Interlocal Agreement are not intended to create any third-party beneficiary contract rights, and therefor none should be deemed created by the Agreement. The Agreement between the Parties is only intended to create rights and/or obligations between the signatory parties.

**7. Governing Law** – This Agreement is entered into and shall be governed by the law of the State of Washington. In the event of dispute that has completed arbitration or has been held ineligible for arbitration, the venue shall lie in Lewis County, Washington.

**8. Arbitration of Disputes** – It is the intent of all Parties of this Agreement that disputes, if any, between any of the Parties hereto shall be resolved as informally and amicably as possible by settlement without the assistance of any outside professionals in dispute resolution. However, if such conciliation fails, the Parties agree that mediation may be used. If the Parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the Parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the Parties sharing the costs proportionately. Only if arbitration is unsuccessful or declared to be inapplicable to the dispute shall the Parties proceed to Superior Court.

**9. Hold Harmless/Indemnification** – Each of the Parties which are signatories hereto, by executing this Agreement, are deemed to hold harmless and indemnify all other parties for any negligence, errors, or omissions of the indemnifying party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors, and omissions of any of the other parties, with respect to their own negligence, errors, and omissions. Each party therefore remains solely liable for their own sole negligence, errors, and omissions. Such indemnification extends not only to the actual party, but all employees, agents, volunteers and parties action on their behalf. The respective parties to the Interlocal Agreement are not deemed to be agent so each other for purposes of this Agreement.

**Exhibit A**

**Legal description Lewis County Parcel # 017808001006**

Lot 4 of City of Chehalis Short Plat No. UGA-SP-18-002, Records of Lewis County Washington.

**Legal description Lewis County Parcel # 017855001001**

Lot 3 of City of Chehalis Short Plat UGA-SP-20-002, Records of Lewis County Washington.

**Legal description Lewis County Parcel # 017808001044**

Lot 4 of Short Subdivision City of Chehalis Short Plat UGA-SP-18-002 filed September 25, 2018 in Book 3 of Short Plats at page 124, Auditor's File No. 3491218 being a portion of the Southeast Quarter in Section 11, Township 13 North, Range 2 West and a portion of the Northeast Quarter in Section 14, Township 13 North, Range 2 West, W.M.

Lewis County, Washington

**Legal description Lewis County Parcel # 017855001002**

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 2 WEST, W.M., LYING NORTH OF YATES ROAD AND EAST OF JACKSON HIGHWAY.

EXCEPTING THEREFROM THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 2 WEST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH

87°29'31" EAST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 19.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°29'31" EAST ALONG SAID NORTH LINE A DISTANCE OF 238.51 FEET; THENCE SOUTH 44° 11'57" WEST A DISTANCE OF 181.62 FEET TO THE NORTHEASTERLY MARGIN OF JACKSON HIGHWAY; THENCE NORTH 38°26'47" WEST ALONG SAID MARGIN A DISTANCE OF 179.58 FEET TO THE NORTH LINE OF SAID SUBDIVISION AND THE TRUE POINT OF BEGINNING. TOGETHER WITH A 60 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 2 WEST, W.M., LYING 60 FEET NORTHERLY AND PARALLEL TO THE FOLLOWING DESCRIBED LINE:

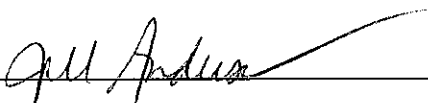
COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH

87°29'31" EAST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 257.71 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 44°11'57" WEST A DISTANCE OF 181.62 FEET TO THE NORTHEASTERLY MARGIN OF JACKSON HIGHWAY AND THE TERMINUS OF SAID LINE.

LEWIS COUNTY, WASHINGTON

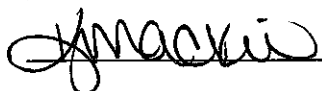
10. **Industrial Insurance Waiver** – With respect to the performance of this Agreement and as to claims against any of the parties, their officers, agents and employees, each party expressly waives its immunity to the other parties only, under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligation to indemnify, defend and hold harmless provided in the Agreement, extend to any claim brought by or on behalf of any employee of the party. This waiver is mutually negotiated by the Parties of to this Agreement.

**CITY OF CHEHALIS**

  
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City Manager

ATTEST:

  
\_\_\_\_\_

City Clerk

**LEWIS COUNTY WATER AND SEWER DISTRICT #4**

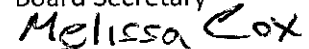
  
\_\_\_\_\_

President

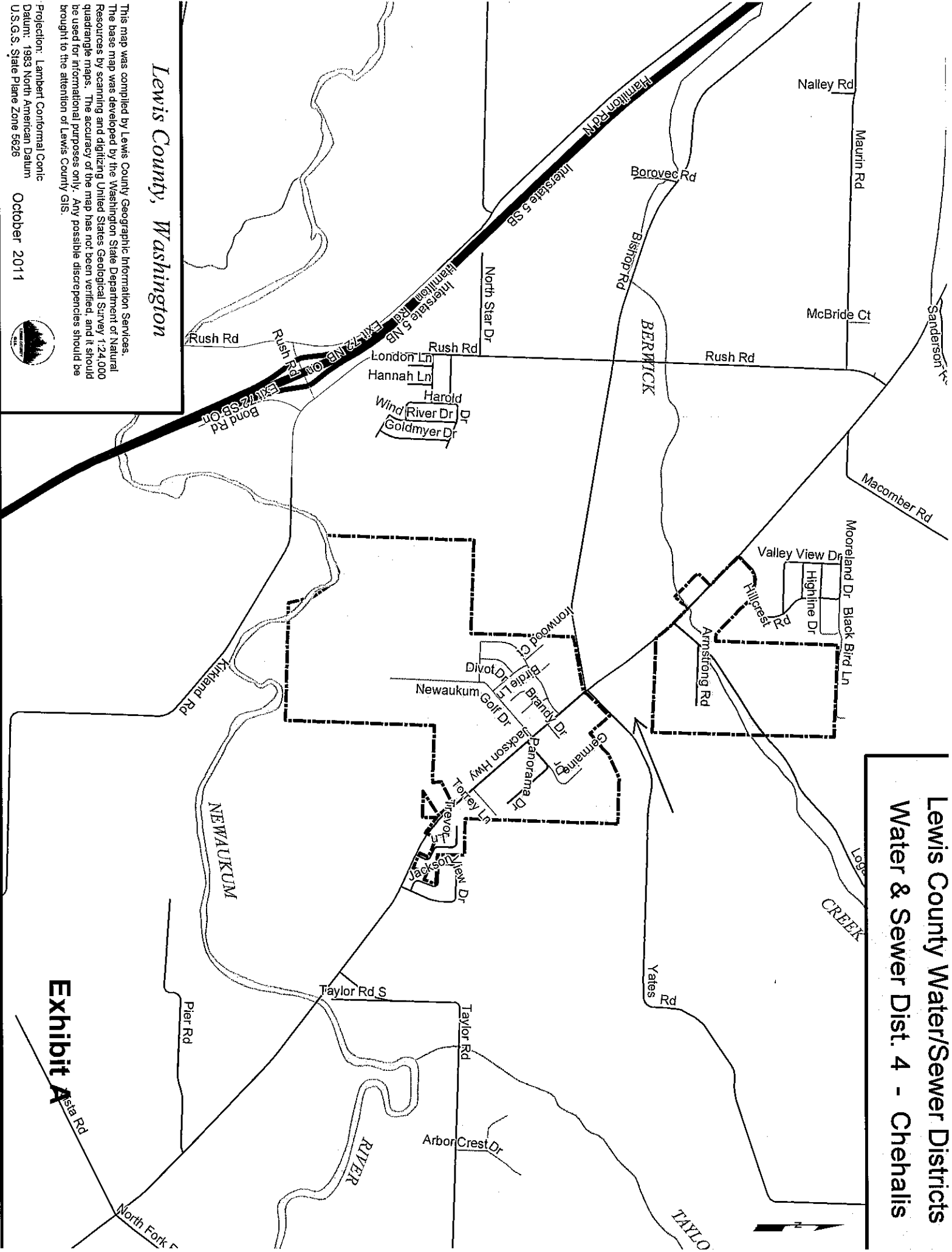
ATTEST:

  
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Board Secretary

  
Melissa Cox  
Commissioner

# Lewis County Water/Sewer Districts Water & Sewer Dist. 4 - Chehalis



Lewis County, Washington

This map was compiled by Lewis County Geographic Information Services. The base map was developed by the Washington State Department of Natural Resources by scanning and digitizing United States Geological Survey 1:24,000 quadrangle maps. The accuracy of the map has not been verified, and it should be used for informational purposes only. Any possible discrepancies should be brought to the attention of Lewis County GIS.

Projection: Lambert Conformal Conic  
Datum: 1983 North American Datum  
U.S.G.S. State Plane Zone 5626

October 2011



Exhibit A



Lewis County Water & Sewer District No. 4  
Lewis County, Washington  
Resolution No. 1-2022

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
LEWIS COUNTY WATER & SEWER DISTRICT NO. 4, LEWIS  
COUNTY, WASHINGTON, ENTERING INTO AN INTERLOCAL  
AGREEMENT WITH THE CITY OF CHEHALIS.**

**WHEREAS**, the Lewis County Water & Sewer District #4 (District) Board of Commissioners periodically enters into interlocal agreements and contracts with other entities; and

**WHEREAS**, the District must review and approve of development within the District as it pertains to sewer service; and

**WHEREAS**, there is a proposed development that is only partially within in the District's service boundaries; and

**WHEREAS**, the District does not have the capacity in the Chehalis wastewater treatment plant to serve the proposed development; and

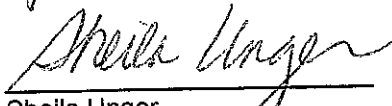
**WHEREAS**, the city of Chehalis wishes to facilitate the development; and

**WHEREAS**, an interlocal agreement has been developed that waives the requirement for the District to purchase additional capacity from Chehalis for the development and details other specific terms required to serve the development by the District; and

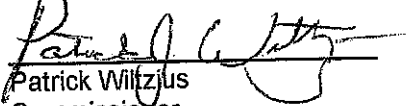
**WHEREAS**, the District's Board of Commissioners have reviewed and wish to adopt the interlocal agreement between the City and the District, attached hereto as Exhibit "A".

**NOW, THEREFORE**, be it resolved that Lewis County Water & Sewer District #4 agrees to the attached Interlocal Agreement with the city of Chehalis.

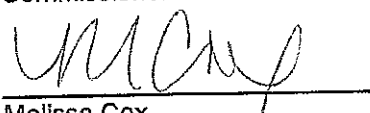
ADOPTED, by the Board of Commissioners of Lewis County Water & Sewer District No. 4,  
Lewis County, Washington, at a regularly scheduled open public meeting thereof this 18 day of  
August 2022.

  
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Sheila Unger  
President and Commissioner

Attest:

  
\_\_\_\_\_  
Patrick Wiltzjus  
Commissioner

\_\_\_\_\_  
Julie Fitzpatrick  
Secretary

  
\_\_\_\_\_  
Melissa Cox  
Commissioner

