

PLEASE NOTE SPECIAL MEETING TIME

CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BOULEVARD, CHEHALIS, WA 98532

Anthony E. Ketchum Sr., District 3

Mayor

Terry F. Harris, District 1, Mayor Pro Tem

Daryl J. Lund, District 2

Dr. Isaac S. Pope, District 4

Dennis Dawes, Position at Large

Chad E. Taylor, Position at Large

Bob Spahr, Position at Large

5:45 p.m.

September 10, 2012

SPECIAL BUSINESS

1. Interview Applicants for Chehalis River Basin Flood Authority Representative.
(Mayor)

1

Regular Meeting of Monday, September 10, 2012

6:00 p.m.

ITEM

ADMINISTRATION
RECOMMENDATION

PAGE

2. Call to Order. (Mayor)

3. Pledge of Allegiance. (Mayor)

CITIZENS BUSINESS

This is an opportunity for members of the audience to address the council on matters not listed elsewhere on the agenda. Speaker identification forms are available at the door and may be given to the city clerk prior to the beginning of the meeting.

SPECIAL BUSINESS		
4. <u>Briefing on Twin Transit Six-Year Development Plan.</u> (Rob LaFontaine, General Manager)	INFORMATION ONLY	
5. <u>Update on the Chehalis Avenue Beautification Project.</u> (Public Works Director, HDR Engineering)	INFORMATION ONLY	

CONSENT CALENDAR		
6. <u>Minutes of the Regular Meeting of August 27, 2012.</u> (City Clerk)	APPROVE	4
7. <u>Vouchers and Transfers.</u> (Finance Manager)	APPROVE	8
8. <u>Interagency Agreement and Letter of Understanding Between the City and City of Seattle for use of UBIT Truck.</u> (Public Works Director)	AUTHORIZE CITY MANAGER TO EXECUTE INTERAGENCY AGREEMENT AND LETTER OF UNDERSTANDING BETWEEN THE CITY AND CITY OF SEATTLE FOR USE OF UBIT TRUCK	10

ADMINISTRATION AND CITY COUNCIL REPORTS		
9. <u>Administration Reports.</u>		
a. Work session to discuss utility rates – Monday, September 24, 2012, at 5:00 p.m. (City Manager)	INFORMATION ONLY	
10. <u>Council Reports.</u>		
a. Councilor reports. (City Council)	INFORMATION ONLY	
b. Council committee reports. (City Council)	INFORMATION ONLY	

NEW BUSINESS

11. Grant Offer for Chehalis-Centralia Airport for Capital Improvement Projects.
(Airport Manager Allyn Roe)

AUTHROIZE CITY MANAGER TO
EXECUTE GRANT OFFER
AGREEMENT FOR CHEHALIS-
CENTRALIA AIRPORT FOR
CAPITAL IMPROVEMENT
PROJECTS

19

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

NEXT REGULAR CITY COUNCIL MEETING WILL BE ON MONDAY, SEPTEMBER 24, 2012

City of Chehalis APPLICATION FOR APPOINTMENT

Date 7/27/12

(The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meet the required criteria for each Board, Commission or Committee. Please see below the corresponding RCW, CMC, or Resolution for appointment criteria. For more information contact city clerk at 360-345-3225)

I wish to be considered for appointment to the following board, commission, or committee:

- Checkboxes for Airport Board, Lodging Tax Advisory Committee, Historic Preservation Commission, Civil Service Commission, Sister City Committee, Planning Commission, Library Board, and Chehalis River Basin Flood Authority (checked).

Please print

Name PETE BEZY

Present employer PETE BEZY REALTY

Employer address 2710 JACKSON HWY Phone No. 360-748-8800

Fax No. 748-1797 E-mail PBEZY@BEZY.COM

Home address 2710 JACKSON HWY Home Phone No. 360-557-6151

Have you previously or are you now serving on any of the above mentioned? [X] Yes [] No

If yes, please explain PLANNING COMMISSION

Date available for appointment NOW

Available to attend Evening meetings? [X] Yes [] No Daytime meetings? [X] Yes [] No

Approximately how many hours each month can you devote to city business?

Brief statement of qualifications for position and reason for requesting appointment.

PAST PLANNING COMMISSIONS MEMBER
CURRENT CHAIR PERSON LEWIS COUNTY FLOOD DISTRICT #1
BS CORNELL UNIV.
RESIDENT OF LEWIS COUNTY SINCE 1971

Signature [Handwritten Signature]

Please return completed form to: Office of the City Clerk 350 N Market Blvd Rm 101, Chehalis WA 98532

Please indicate where you wish meeting information to be mailed and how you would like to be reminded of meetings (e.g., phone, e-mail, cell phone)

City of Chehalis APPLICATION FOR APPOINTMENT

Date 7/30/12

(The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meet the required criteria for each Board, Commission or Committee. Please see below the corresponding RCW, CMC, or Resolution for appointment criteria. For more information contact city clerk at 360-345-3225)

I wish to be considered for appointment to the following board, commission, or committee:

- Airport Board (RCW 14.08)
- Lodging Tax Advisory Committee (Resolution 1-98)
- Historic Preservation Commission (CMC 2.66)
- Civil Service Commission (CMC 2.56 and RCW 4.108-Fire, RCW 41.12-Police
- Sister City Committee (CMC 2.80)
- Planning Commission (CMC 2.48)
- Library Board (RCW 27.12)
- Chehalis River Basin Flood Authority

Please print

Name Lyle Hojem

Present employer Retired

Employer address _____ Phone No. _____

Fax No. _____ E-mail _____

Home address 149 Hojem Hts. Rd. Home Phone No. 748 7683

Have you previously or are you now serving on any of the above mentioned? Yes No

If yes, please explain _____

Date available for appointment Now

Available to attend Evening meetings? Yes No Daytime meetings? Yes No

Approximately how many hours each month can you devote to city business? 160

Brief statement of qualifications for position and reason for requesting appointment.

1. Resident in the school district for 69 years
2. To get the job done.

Signature Lyle Hojem

Please return completed form to: Office of the City Clerk
350 N Market Blvd Rm 101, Chehalis WA 98532

Please indicate where you wish meeting information to be mailed and how you would like to be reminded of meetings (e.g., phone, e-mail, cell phone) 149 Hojem Hts. Rd., Phone

City of Chehalis APPLICATION FOR APPOINTMENT

Date 8-15-12

(The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meet the required criteria for each Board, Commission or Committee. Please see below the corresponding RCW, CMC, or Resolution for appointment criteria. For more information contact city clerk at 360-345-3225)

I wish to be considered for appointment to the following board, commission, or committee:

- Checkboxes for various boards: Airport Board, Lodging Tax Advisory Committee, Historic Preservation Commission, Civil Service Commission, Sister City Committee, Planning Commission, Library Board, and Chehalis River Basin Flood Authority (checked).

Please print

Name Arnold Heberstroh

Present employer self

Employer address P.O. Box 765 Phone No. 360-262-3634

Fax No. 360-262-3634 E-mail Agttt@comcast.net

Home address 159 Wallace Rd. Chehalis Home Phone No. 360-520-2149

Have you previously or are you now serving on any of the above mentioned? [X] Yes [] No

If yes, please explain Planning Commission

Date available for appointment Any

Available to attend Evening meetings? [X] Yes [] No Daytime meetings? [X] Yes [] No

Approximately how many hours each month can you devote to city business? Whatever is needed

Brief statement of qualifications for position and reason for requesting appointment.

I have been involved in development for the past 25 years. My focus will be for the long term safety and growth of our community.

Signature [Handwritten Signature]

Please return completed form to: Office of the City Clerk 350 N Market Blvd Rm 101, Chehalis WA 98532

Please indicate where you wish meeting information to be mailed and how you would like to be reminded of meetings (e.g., phone, e-mail, cell phone) 360-520-2149 Agttt@comcast.net

August 27, 2012

The Chehalis city council met in regular session on Monday, August 13, 2012, in the Chehalis city hall. Mayor Pro-tem Harris called the meeting to order at 6:00 p.m. with the following council members present: Dr. Isaac Pope, Bob Spahr, Daryl Lund, Chad Taylor, and Dennis Dawes. Mayor Tony Ketchum was absent (excused). Staff present included Merlin MacReynold, City Manager; Bill Hillier, City Attorney; Judy Schave, City Clerk; Glenn Schaffer, Police Chief; Bob Nacht, Community Development Director; Peggy Hammer, Human Resources Administrator; and Eva Lindgren, Finance Manager. Members of the media included Kyle Spurr from *The Chronicle*.

1. **Citizen Business**. Carl Bohlin (1022 Cascade Avenue) reported, back in April, he was served a notice because his vehicle was parked in the wrong direction. He noted he didn't have a problem with the new parking ordinance, but suggested if anyone were to go within a two-block radius of his home there were at least five other vehicles that were in worse shape than his. Mr. Bohlin stated he didn't have a problem abiding by the rules, he was just asking that it be fair. He noted it seemed to be a little hit and miss and asked if the council could look into the matter.

City Manager MacReynold reported most of the city's enforcement issues were complaint driven, adding he appreciated Mr. Bohlin's input. He suggested Mr. Bohlin contact Police Chief Glenn Schaffer regarding the matter.

2. **Health and Wellness Day Proclamation**. Mayor Pro-tem Harris presented Maretta Berg and Chris Thomas with a proclamation declaring September 15, 2012, as Health and Wellness day in the city of Chehalis.

3. **Consent Calendar**. Councilor Dawes moved to approve the consent calendar comprised of the following:

- a. Minutes of the work session of August 6, 2012, and the regular meeting of August 13, 2012; and
- b. Claim Vouchers No. 103837-103985 in the amount of \$144,130.13 dated August 15, 2012.

The motion was seconded by Councilor Pope and carried unanimously.

4. **Administration Reports**.

a. **July Financial Report**. Eva Lindgren reported on the total tax revenues, noting overall they were looking pretty good and were only off by 1.4 percent. She talked briefly about the August sales and use tax data, noting it showed an increase of .2 percent over August of last year, and the year-to-date total was only down .2 percent.

Councilor Taylor inquired as to which categories were showing increases, and which were showing a downward trend. Ms. Lindgren reported one of the biggest downturns was the "unknown" category, which is an adjustment category the state provides the city. She noted last year the city received between eight and nine thousand dollars in that category. Ms. Lindgren reported, with regard to the categories showing an increase, there was still a lot of volatility.

Councilor Taylor asked if the city received any back-fill from the streamlined sales tax for the revenue the city has lost. Ms. Lindgren reported the city still receives insignificant amounts of mitigation revenue from the state, noting the last quarter payment was about \$5,000. She stated, from the State Auditor's perspective, it wasn't considered tax revenue, so it was buried within the city's "charges for goods and services" revenue.

Councilor Taylor suggested it would be nice to put together a fact-based letter to the Governor and/or Legislature, showing them the difference in what the city was receiving prior to mitigation, and what we're getting now. Ms. Lindgren reported the 2007 flood event really damaged the city significantly with regard to the amount of mitigation the city was receiving. She noted the state used that particular time period as part of their baseline, when a lot of businesses were closed due to the flooding that occurred.

Ms. Lindgren reported on the general fund expenditures, noting the only area of concern was the community development department. She stated the city has a lot of temporary employees for the pool and grounds maintenance in July, which added additional costs to those operations. Ms. Lindgren noted last year's expenditures were a little bit lower, but they also have a smaller budget this year.

August 27, 2012

Councilor Spahr noted the street fund was way down and asked if they would see an increase for the work done over the last couple of months. Ms. Lindgren reported there is always a time lag in terms of billing, and she was expecting that number to increase.

Councilor Spahr inquired about the non-departmental fund. Ms. Lindgren reported that fund included transfers out to the federal and state grant fund.

5. Council Reports.

a. Update From Councilor Pope. Councilor Pope asked Bob Nacht to give a brief update on the grants for the pool upgrade project.

Mr. Nacht reported the city ranked third in the Land and Water Conservation Fund (LWCF) grant application process, thanks in large part to the Chehalis Foundation, their grant writer, and Recreation Manager Lilly Wall. He noted Dr. Pope also attended the presentations and was instrumental in demonstrating to the ranking body that the Foundation is really behind the project. Mr. Nacht reported if the program is ever funded the city would likely get the grant.

Mr. Nacht reported he hoped to know sometime this week the ranking for the Washington Wildlife and Recreation Program (WWRP) grant.

Mr. Nacht reported they initially identified the \$250,000 that the Foundation pledged, and then went for the \$250,000 matching grant for the LWCF grant. They then applied for another \$250,000 for the WWRP grant, which is a state level grant. Mr. Nacht stated the total project for all of the applications was roughly \$780,000, which will renovate the pool significantly and make it last another 30 to 50 years. Councilor Pope stated the Foundation was also looking at working with a fundraiser to raise money for the project.

Councilor Pope reported the Foundation was planning a gala on October 17 at the Riverside Golf Course. The cost for the event is \$75 per person with part of the proceeds going towards the pool and other activities the Foundation is involved with.

b. Update From Councilor Dawes. Councilor Dawes reported he, along with other council members, attended the opening of the Southwest Washington Fair on August 14. He also put in a stint at the Lewis County Historical Museum's booth, noting while they had a lot of people stop by, it didn't seem that the fairway was very crowded at any time.

Councilor Dawes reported he attended the Business After Hours at Express Personnel.

Councilor Dawes reported he and Councilor Lund recently attended the North Lewis County Regional Fire Authority Planning Committee meeting. He noted they finished the initial report and were trudging on. Councilor Dawes suggested there might be a proposal to change their current bylaws with regard to the quorum needed for a meeting, this having to do with Napavine and Fire District #5. He thought it would be beneficial if Napavine representatives continued attending the meetings because the information developed through Phase I would certainly be important to Phase II. He noted Napavine felt the requirement of them being present would make it harder for the group to move forward if they are unable to attend meetings due to scheduling issues.

Councilor Dawes thought they may seek a change in the bylaws to include Chehalis, Riverside Fire Authority, and Lewis County Fire District #6. He noted they would still need to have at least five people present to include one representative from each agency to constitute a quorum.

Councilor Dawes reported there seemed to be more and more calls requiring all of the agencies to respond, in order to get the people and equipment there that they need. He talked briefly about how the profession has changed over the years and how they need to keep up with change.

August 27, 2012

Councilor Taylor asked if the committee would be discussing any reorganization and/or staffing with regard to firefighters and emergency medical services (EMS). Councilor Dawes stated, based on the information they've received, there would be firefighters and firefighter paramedics placed at every station involved, should the concept become a reality. He noted one of the biggest concerns was containing costs.

Councilor Taylor asked if they looked at having American Medical Response (AMR) handle the city's aid calls as a way for the city to get out of that type of business. Councilor Dawes stated he was sure that it would be looked at, but didn't have the expertise in that area. He suggested there are times when AMR does not have the personnel to answer calls because of the area they cover.

Councilor Spahr stated he asked the same question regarding AMR, noting they did have some legitimate rationale. He reported as they progress it would be explained more, and more clarification would be given. Councilor Spahr stated what he really liked about the whole process was that, even if it never happens, it's been an incredible planning experience. He believed all of the departments would take something forward from it.

Councilor Dawes talked briefly about the need for volunteer firefighters, noting they cannot afford to have the paid professional staff that they need. He stated it was very difficult to retain volunteers because of the requirements, and people just don't have the time to commit for no pay.

Councilor Taylor stated with costs going up it seemed insane to continue providing the same services with regard to fire service and EMS. Councilor Spahr suggested AMR and fire service really do supply different services, adding when the fire department gets a call they really don't know what they're going to, or what they will need until they get there.

Councilor Lund brought up the issue of how the fire department responds to emergency calls. He talked briefly about the old system and how it functioned, compared to how it was being done today. Councilor Lund wondered if they should require the firefighters to listen to the calls as they come in, rather than wait until they get called out.

City Manager MacReynold suggested a lot has changed, as Councilor Dawes alluded to earlier. He noted, procedurally, they do it the way they do because of what's happened over the past 30 years, with reference to fire and public safety.

Councilor Dawes believed Councilor Lund was referring to the old 911 speakers they had in the fire hall and police station, adding as soon as a call came in they could hear what it was and get the address. He didn't know if they still had those speakers or not because of the associated costs.

Police Chief Glenn Schaffer stated the speakers did get cut; what killed it was the way cell phone calls into dispatch were brought in. He noted they were getting calls from everywhere and they rarely heard the calls that were specific to Chehalis anymore. Chief Schaffer indicated it was based on technology and how the cell phone calls come in. He had the speakers shut off at the police department and believed the fire department had theirs shut off, as well.

With regard to dispatch, Chief Schaffer felt the communication center did an excellent job of getting the calls out early, adding they do not listen to the entire call before they dispatch. He noted they get the basic information about what and where, and as the details come in they feed that information out later. Chief Schaffer stated the fire trucks, like the police vehicles, have the mobile data terminals inside and as they respond they can start looking at the details as they come in.

Councilor Lund thought with modern technology they should still be able to use the old system, adding he didn't understand how modern technology could cut away antiquated technology. Chief Schaffer stated before they had the phone lines cut he asked the communications center why it was the way it was. He noted it was explained to him, but he couldn't re-explain it nor understand it, but the questions were asked.

c. **Update From Mayor Pro-tem Harris.** Mayor Pro-tem Harris thanked City Manager MacReynold for providing the council with bricks from the old city hall.

August 27, 2012

d. **Police Department Neon Sign.** Councilor Lund asked if it would be possible to get the old neon police sign put back up. Councilor Taylor noted a while back Chief Schaffer sent him an email asking how he could get the sign refurbished. Chief Schaffer reported it was in the works, adding he had Dale Swayze looking at it. Councilor Taylor stated if there was anything his business could do to help get it back up, they would do it as a donation to the city.

6. **Ordinance No. 898-B, Second and Final Reading – Rezone Property on Arizona Street.** Mr. Nacht reported he would be happy to answer any questions the council might have concerning the ordinance.

Councilor Spahr moved to pass Ordinance No. 898-B on second and final reading.

The motion was seconded by Councilor Taylor and carried unanimously.

There being no further business to come before the council, the meeting adjourned at 6:49 p.m.

Mayor

Attest:

City Clerk

SUGGESTED MOTION

I move that the council approve the minutes of the regular city council meeting of August 27, 2012.

CITY OF CHEHALIS
AGENDA REPORT

DATE: August 31, 2012
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager *EL*
PREPARED BY: Michelle White, Accounting Tech II *MW*
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

Claim Vouchers No. 103986 through 104109 and EFT No. 72012 in the amount of \$187,096.82 dated August 31, 2012 and the transfer of \$76,909.31 from the General Fund, \$1,816.75 from the Federal & State Grants Fund, \$14.60 from the Garbage Fund, \$81,137.93 from the Wastewater Fund, \$25,042.95 from the Water Fund, \$1,059.73 from the Storm & Surface Water Utility Fund, and \$1,115.55 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED



The administration recommends that the council approve the August 31, 2012 Claim Vouchers No. 103986 through 104109 and EFT No. 72012 in the amount of \$187,096.82.

SUGGESTED MOTION

I move to approve the August 31, 2012 Claim Vouchers No. 103986 through 104109 and EFT No. 72012 in the amount of \$187,096.82.

Reviewed by: *MacLysed*, City Manager

CITY OF CHEHALIS
AGENDA REPORT

DATE: August 31, 2012
TO: The Honorable Mayor and City Council
FROM: Eva Lindgren, Finance Manager 
PREPARED BY: Michelle White, Accounting Tech II 
SUBJECT: Payroll Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

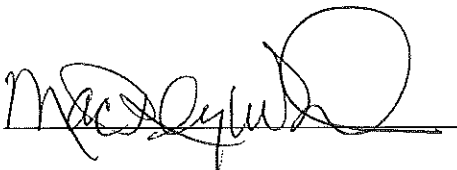
Payroll Vouchers No. 35906 through 35997, Direct Deposit Payroll Vouchers No. 3377 through 3447, and Electronic Federal Tax Payment No. 114 in the amount of \$684,930.70 dated August 31, 2012, and the transfer of \$486,668.77 from the General Fund, \$8,967.65 from the Arterial Street Fund, \$16,494.51 from the Gambling Enforcement Fund, \$620.92 from the Garbage Fund, \$72,195.55 from the Wastewater Fund, \$78,806.42 from the Water Fund, \$15,592.58 from the Storm & Surface Water Utility Fund, and \$5,584.30 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the August 31, 2012, Payroll Vouchers No. 35906 through 35997, Direct Deposit Payroll Vouchers No. 3377 through 3447, and Electronic Federal Tax Payment No. 114 in the amount of \$684,930.70.

SUGGESTED MOTION

I move to approve the August 31, 2012, Payroll Vouchers No. 35906 through 35997, Direct Deposit Payroll Vouchers No. 3377 through 3447, and Electronic Federal Tax Payment No. 114 in the amount of \$684,930.70.

Reviewed by: , City Manager

CITY OF CHEHALIS

AGENDA REPORT

DATE: September 5, 2012

TO: The Honorable Mayor and City Council

FROM: Herta Fairbanks, Public Works Director
Rick Sahlin, Street/Storm Superintendent

SUBJECT: Interagency Agreement with City of Seattle

ISSUE

The Administration has been working with the City of Seattle's administration to develop an interagency agreement that will provide the ability for the City to rent the City of Seattle's Under Bridge Inspection Truck (UBIT) to complete the mandatory bridge inspection on Chamber Way.

DISCUSSION

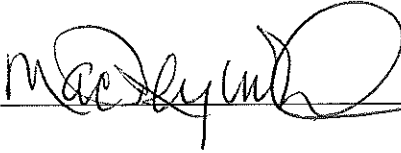
The City is required to inspect all of the bridges in our jurisdiction every other year. We completed inspection of our bridges earlier this summer with the exception of Chamber Way due to the specialized equipment necessary to access underneath the bridge. We have been coordinating with Lewis County on securing the specialized equipment because they too have bridges that require a UBIT truck for inspections. This is a cost-saving measure to coordinate use of a UBIT truck for both agencies. The City of Seattle has a UBIT truck (and operator) that they rent out to other jurisdictions and we are proposing entering into an interagency agreement with the City of Seattle to rent this equipment for our Chamber Way bridge inspection. Lewis County is undergoing a similar action so that our rentals can be coincident, thereby reducing the cost to both jurisdictions.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the Council authorize the City Manager to execute the 'Interagency Agreement' between the Seattle Department of Transportation and the City of Chehalis, and the associated "Letter of Understanding."

SUGGESTED MOTION

I move that the Council authorize the City Manager to execute the "Interagency Agreement" between the Seattle Department of Transportation and the City of Chehalis, and the associated "Letter of Understanding."

REVIEWED BY:  _____, CITY MANAGER

Interagency Agreement
Between Seattle Department of Transportation and City of Chehalis for Providing Staff
and Equipment

This Interagency Agreement is made and entered into by and between the Seattle Department of Transportation, hereinafter called SDOT, and City Of Chehalis, a political subdivision of the State of Washington, for the purpose of providing staff and/or equipment.

WHEREAS, SDOT has qualified staff and equipment necessary to perform the work desired by the County, that can help achieve cost savings and benefits in the public's interest.

NOW THEREFORE, the parties hereby enter into an Agreement as follows:

I. OVERVIEW

- A. SDOT may provide staff and equipment to work on City projects. The City Of Chehalis shall identify a Project in a letter of understanding to SDOT, for its review/approval.
- B. SDOT is not obligated to provide staff or engineering services.

II. LETTER OF UNDERSTANDING

- A. The City Of Chehalis shall prepare a Letter of Understanding and identify a contact person for a Project or Service. The Letter of Understanding shall identify the number of staff/expertise, equipment and/or services required for the expected Project duration, and other provisions as deemed necessary.
- B. The Letter of Understanding shall be subject to approval in writing by SDOT's Director, and the City Of Chehalis City Manager or their designated representative. The Letter of Understanding becomes a valid Agreement when exacted by SDOT and the City Of Chehalis City Manager or their designated representative.

III. PAYMENT

- A. The leading party shall be reimbursed for all actual costs incurred for a project. Said costs shall include all staff, clerical, administrative, materials, and annual administrative overhead costs.
- B. The party receiving staff/services shall be billed on no more than a monthly basis. These bills will reflect actual costs, to include salary, benefits and the administrative overhead rate. All payments shall be due within 30 days of the billing date, with one percent per month interest being charged to the receiving party as a delinquent charge starting 30 days after the billing date.
- C. In the event a lawsuit is instituted to enforce the payment obligations of the party receiving staff/services, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

IV. SEVERABILITY

- A. This Interagency Agreement will be effective upon its signing by both parties and will remain in effect until terminated by 30 day's advance notice by either party.
- B. In the event of termination of a Project or Service prior to the completion of the objective contained within the Letter of Understanding, all direct and indirect phasing-out costs shall be paid by the party requesting termination. Termination costs claimed shall not exceed the actual costs incurred as a result of termination of the Project or Service.

V. INDEMNIFICATION AND HOLD HARMLESS

Each party hereto agrees to indemnify and hold harmless the other party, and its officers, agents, and employees, from all claims (including demands, suits, penalties, losses damages or costs of any kind whatsoever) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agent, or employees.

VI. OTHER PROVISIONS

- A. No liability shall attach to SDOT or the City Of Chehalis by reason of entering into this Interagency Agreement except as expressly provided herein.
- B. This Interagency Agreement contains the entire written agreement of the parties and supersedes all prior discussion. This Interagency Agreement may be amended only in writing, signed by both parties.
- C. In providing services under the Interagency Agreement, SDOT shall be deemed an independent contractor for all purposes and its employees shall not in any manner be deemed to be employees or agents of the City Of Chehalis for any purpose. SDOT shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to the lending party employee under State or local law.

In consideration of the mutual benefit accruing herein, the parties hereto agree that the Interagency Agreement as set forth herein will be performed by the parties under the terms of this Interagency Agreement.

The parties hereto have executed the Interagency Agreement on the day and the year last written below.

City Of Chehalis, Washington

Seattle Department of Transportation

City Manager
City Of Chehalis

Director of Transportation
Seattle Department of Transportation

Date

Date

Letter of Understanding
An attachment to
Interagency Agreement for UBIT Services

This Letter of Understanding is an attachment to an Interagency Agreement between the Seattle Department of Transportation and City of Chehalis describing the staff, equipment, and services to be provided during the expected duration of the service period.

Seattle DOT Contact Person:

Greg Funk
Bridge Maintenance Supervisor
(206) 233-7210
Greg.Funk@Seattle.Gov

City Of Chehalis Contact Person:

Rick Sahlin
Street Superintendent
(360) 748-0238
Rick.Sahlin@ci.chehalis.wa.us

Project:

Bridge inspection equipment rental: Under Bridge Inspection Truck (UBIT) (62').

Location:

Bridge site at Chamber Way, as identified in Exhibit A, on an as needed basis.

Equipment to be provided:

Seattle Department of Transportation (Seattle DOT) will provide one Under Bridge Inspection Truck (UBIT) (62').

Staff and services to be provided:

A. Fracture Critical Bridge UBIT inspections

Seattle DOT will provide one qualified driver and one qualified operator for the UBIT. City Of Chehalis will provide the bridge inspector, as well as provide for traffic control flagging or allow the temporary closing to traffic of all streets and bridges, or portions thereof, necessary to be closed before any work is commenced thereon.

Insurance:

It is understood that the UBIT will be covered under the City of Seattle's self-insurance program during the period that services are rendered to City Of Chehalis.

Duration of Letter of Understanding:

Project activities are expected to begin in October 2012 through November 2012 as identified in Exhibit A of this Letter.

Project Estimate:

Each bridge inspection is expected to last six hours. The City Of Chehalis identified one (1) bridge to be inspected and estimates the inspection to cost approximately \$2,172 as identified in Exhibit B of this Letter.

Billing Terms:

As noted in Section III of the Interagency Agreement, the payment terms are as follows:

- A. The leading party shall be reimbursed for all actual costs incurred for a project. Said costs shall include all engineering, clerical, administrative, materials, and annual administrative overhead costs.
- B. The party receiving staff/services shall be billed on no more than a monthly basis. These bills will reflect actual costs, to include salary, benefits and the administrative overhead rate. All payments shall be due within 30 days of the billing date, with one percent per month interest being charged to the receiving party as a delinquent charge starting 30 days after the billing date.
- C. In the event a lawsuit is instituted to enforce the payment obligations of the party receiving staff/services, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

City Of Chehalis

Date

Seattle Department of Transportation

Date

EXHIBIT A

BRIDGES COVERED BY THIS AGREEMENT FOR 2012

A. Fracture-Critical Bridges

Structure ID	Bridge Number	Bridge Name	Inspection Month
08551600	5	Chamber Way	October

EXHIBIT B

ESTIMATED COSTS FOR UBIT EQUIPMENT RENTAL AND SERVICES FOR 2012

A. Fracture Critical Bridge Estimated Costs

Item	Cost Per Inspection Per Bridge	Costs
UBIT	6 hours @ \$197 / hr	\$1,182
Operator & Driver	6 hours @ \$165 / hr	\$990
Subtotal:	Inspection per bridge	\$2,172
Number of bridges to inspect	1	1 Bridges
Total:	\$2,172 x 1	\$2,172

Total Estimated Costs

Fracture Critical Bridge Costs	\$2,172
Total:	\$2,172

PO Box 1344
Chehalis, WA 98532
360.748.1230 phone
360.740.0954 fax



Memo

To: Lewis County, City of Chehalis
From: Allyn Roe, Airport Manager
CC:
Date: September 5, 2012
Re: 2012 FAA AIP Grant – Chehalis Airport

The Federal Aviation Administration has an Airport Improvement Program (AIP) which provides grants to public agencies for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS). The Chehalis-Centralia Airport is one of 3,400 existing and proposed airports that are significant to national air transportation and included in the plan. Funding for the AIP grants are generated through fees on airline ticket sales which fully support airports and the National Airspace System.

The Chehalis-Centralia Airport receives \$150,000 per year in non-discretionary entitlements and is eligible to receive more for large projects through a discretionary fund. The funds may be saved from year to year and do not need to be spent every year. All money must be extracted by using the grant application process to ensure the funds are being spent on AIP eligible projects.

The Chehalis-Centralia Airport submitted a 2012 grant request for \$126,000.00 to design the reconfiguration of a taxiway-runway intersection. Shortly after we submitted this request, we received the engineers construction cost estimate at \$600,000. The Airport Governing Board and I believe this project is too expensive and the cost does not outweigh the benefit. We informed the FAA that we would not be pursuing this project and they asked us to still accept the grant because the funds have already been allocated. The \$126,000.00 can be used for other projects on our approved Capital Improvement Plan. We are meeting with the FAA to discuss potential projects.

The Sponsor (Owning) entities must approve all FAA AIP grants and commit to their grant assurances. This grant is consistent, identical, to the grants that you have approved over the past few years for the Chehalis-Centralia Airport. Therefore, I ask that you approve grant 3-53-0012-014 in the amount of \$126,000.00 for the Chehalis-Centralia Airport. The grant deadline is September 12, 2012.

RECOMMENDATION / COUNCIL ACTION DESIRED

The administration recommends that the Council approve the grant offer for the Chehalis-Centralia Airport and authorize the City Manager to execute the grant agreement in the amount of \$126,000 to be used for Capital Improvement Plan projects.

SUGGESTED MOTION

I move that the Council approve the grant offer for the Chehalis-Centralia Airport and authorize the City Manager to execute the grant agreement in the amount of \$126,000 to be used for Capital Improvement Plan projects.



U.S. Department
Of Transportation
Federal Aviation Administration
Northwest Mountain Region

Seattle Airports District Office
1601 Lind Ave SW, Suite 250
Renton, WA 98057

August 2, 2012

Mr. Allyn Roe
Airport Manager
Post Office Box 1344
Chehalis, WA 98532

Dear Mr. Roe:

Grant offer for
Chehalis-Centralia Airport
Chehalis, Washington
AIP Project Number: 3-53-0012-014
Contract Number: DOT-FA12NM-0037
DUNS Number: 07-927-2555

Enclosed is a copy of the subject grant offer in the amount of \$126,000.00. Please note that the grant offer must be accepted by the sponsor on or before: September 12, 2012.

Please have the appropriate official authorized to execute the Grant Offer sign and date the "Acceptance" with the appropriate official attesting to the execution and affixing the sponsor's corporate seal.

The attorney for the sponsor then must execute and date the "Certificate of Sponsor's Attorney" with the date being no earlier than the date of acceptance of the Grant Agreement. This action will certify that the acceptance complies with all applicable local and state laws and constitutes a legal and binding obligation of the sponsor.

After execution is completed, please fax (425) 227-1650 or scan and e-mail a copy of the signed Grant Agreement to your FAA project manager not later than: September 12, 2012, and, also, return an executed copy to this office by mail.

All applicable project-related requirements pertaining to environmental analysis and approval for this grant have been met in accordance with the guidelines contained in FAA Order 5050.4B, Airport Environmental Handbook.

If you have any questions in regard to acceptance of the grant offer, please contact your project manager or this office.

Sincerely,

Carol Suomi
Manager, Seattle Airports District Office



U.S. Department of Transportation
Federal Aviation Administration

Grant Agreement
Part 1 – Offer

Chehalis-Centralia Airport

Chehalis, Washington

Date of Offer: Thursday, August 02, 2012

Project Number: 3-53-0012-014

Contract Number: DOT-FA12NM-0037

To: Lewis County, Washington (herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 26, 2012, for a grant of Federal funds for a project at or associated with the Chehalis-Centralia Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and
WHEREAS, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Reconstruct connector taxiway (phase 1 - environmental/design)

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90.00 percentum of all allowable Project costs.

This Offer is made on and subject to the following terms and conditions:

Part I - Conditions

- 1) The maximum obligation of the United States payable under this Offer shall be \$126,000.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$	\$0.00	For planning
\$	\$126,000.00	For airport development or noise program implementation

Please note that this grant offer may be funded all or in part, with funds from the Small Airport Fund.

- 2) The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the provisions of the Act.
- 3) Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4) The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

- 5) The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
- 6) This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this Offer has been accepted by the Sponsor on or before September 12, 2012, or such subsequent date as may be prescribed in writing by the FAA.
- 7) The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. It shall furnish upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
- 8) The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 9) Trafficking in persons:
 - a) **Provisions applicable to a recipient that is a private entity.**
 - i) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - ii) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity--
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either--
 - (a) Associated with performance under this award; or

(b) Imputed to your or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b) Provision applicable to a recipient other than a private entity.

- i) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (a) Associated with performance under this award; or
 - (b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c) Provisions applicable to any recipient.

- i) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- ii) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
- (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- iii) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d) Definitions. For purposes of this award term:

- i) "Employee" means either:
- (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- iii) "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - (a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (b) A for-profit organization.
- iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

10) Central Contractor Registration and Universal Identifier Requirements

- a) Requirement for Central Contractor Registration (CCR)
 - i) Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- b) Requirement for Data Universal Numbering System (DUNS) Numbers
 - i) If you are authorized to make subawards under this award, you:
 - (1) Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
 - (2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.
- c) Definitions
 - i) For purposes of this award term:
 - (1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
 - (2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - (3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - (a) A Governmental organization, which is a State, local government, or Indian Tribe;
 - (b) A foreign public entity;
 - (c) A domestic or foreign nonprofit organization;
 - (d) A domestic or foreign for-profit organization; and

- (e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- (4) Subaward:
- (a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - (b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- (5) Subrecipient means an entity that:
- (a) Receives a subaward from you under this award; and
 - (b) Is accountable to you for the use of the Federal funds provided by the subaward.
 - (c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

Special Conditions

- 1) It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted based on estimates for the reconstruction of connector taxiways; and the parties hereby covenant and agree that within 180 days from the date of acceptance of this Grant Offer, the Sponsor shall have a negotiated work scope for the construction of connector taxiways contained within the grant description.
- 2) It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable development and land project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. If the increase in project costs is attributable to planning items, the maximum United States obligation may not be increased. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
- 3) In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a) may not be increased for a planning project;
 - b) may be increased by not more than 15 percent for development projects;
 - c) may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in condemnation.
- 4) The Sponsor shall provide for an annual audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall provide one copy of the completed A-133 Audit to the FAA Airports District Office and three copies of the audit to: Federal Audit Clearinghouse, Bureau of the Census, 1201 10th Street, Jeffersonville, IN 47132.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By. *Carol Suomi*.....
Carol Suomi, Manager, Seattle Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this day of, 2012.
Lewis County, Washington

(SEAL)

By.....
Sponsor's Designated Official Representative

Title:

Attest:
Title:

CERTIFICATE OF SPONSOR'S ATTORNEY

I,, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Washington. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at this day of 2012.

.....
Signature of Sponsor's Attorney



A-133 Single Audit Certification Form

The Single Audit Act of 1984, implemented by OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) establishes audit requirements for State and local governments that receive Federal aid. State or local governments (City, County, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in total Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. For more information on the Single Audit Act requirements please reference the following web site: <http://harvester.census.gov/sac/>

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings. In accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide the following certification to your local Airports District Office (ADO). Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

_____	_____
Sponsor Name	Fiscal Calendar Year Ending
_____	_____
Airport Name	
_____	_____
Sponsor's Representative Name	Representative's Title
_____	_____
Telephone	Email

Please check the appropriate line(s):

- We are subject to the A-133 Single Audit requirements (expended \$500,000 or more in total Federal funds for the fiscal/calendar year noted above) and are taking the following action:
- The A-133 single audit for this fiscal/calendar year has been submitted to the FAA.
 - The A-133 single audit for this fiscal/calendar year is attached.
 - The A-133 single audit report will be submitted to the FAA as soon as this audit is available.
- We are exempt from the Single Audit A-133 requirements for the fiscal/calendar noted above.

Sponsor Certification:

_____	_____
Signature	Date

Return to: FAA, Seattle Airports District Office
1601 Lind Avenue SW, Suite 250
Seattle, WA 98057-3356