

Next Ord: 2010-22
Next Res: 1093-22

CITY COUNCIL AGENDA

(IN PERSON OR VIA ZOOM)

April 13, 2022

6:00 PM

**Sedro-Woolley Municipal Building
Council Chambers
325 Metcalf Street**

- a. Call to Order**
- b. Pledge of Allegiance**
- c. Roll Call**
- d. Approval of Agenda**
- e. Consent Agenda**

Note: Items on the Consent Agenda are considered routine in nature and may be adopted by the Council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the Regular Agenda will consider any item so removed after the Consent Agenda.

- 1. Minutes from Regular City Council Meeting held March 23, 2022
- 2. FEMA 4635-DR-WA Disaster Assistance Application
- 3. Agreement 2022-PS-09 for Approval:
Reichhardt & Ebe Engineering, Inc.
- 4. TIB Complete Streets Agreement No. C-W-126(002)-1
Sidewalk and Ramp Installation and Upgrades, State Street, Central to Senior Center;
Nelson Street, 6th to 7th; Pedestrian Crossing of Cook Road; ADA Ramp Upgrades,
Various Locations
- 5. Finance - Claims Checks and Payroll Checks

f. Introduction of Special Guests and Presentations

Cindy Verge, Skagit Valley Tulip Festival, Poster Presentation to the City Council and City, Update 2022 Tulip Festival and Events.

g. Staff Reports

h. Councilmember and Mayor's Report

i. Proclamation(s)

j. Public Comments

Written comments or questions will be accepted by letter or via email at finance@ci.sedro-woolley.wa.us.

k. Public Hearing(s)

l. Unfinished Business

m. New Business

- 1. Approval of RAISE Grant Funding Request
- 2. Approval of Skagit County Economic Development Grant Application for the Jones/John Liner/Trail Rd Corridor Projects

3. Possible Addendum 7 to Professional Services Agreement 2018-PS-25 with Pacific Landscape Architecture for Memorial Park Improvements Phase 1
4. Ordinance 2006-22 Repealing Sedro-Woolley Municipal Code Chapter 8.32 'Jumping on Moving Trains'.
5. Ordinance 2007-22 Amending Sedro-Woolley Municipal Code Chapter 8.16, 'Nuisances' to add provisions related to graffiti and noise.
6. Ordinance No. 2008-22: Adding a collections on delinquent utility accounts provision including write off of uncollectible debts

n. Information Only Items

1. Fire Department Monthly Data
2. Building Permit and Planning Permit Review Status

o. Good of the Order

p. Executive Session

q. Adjournment

Next Meeting(s)

The City of Sedro-Woolley assures that no person shall on the grounds of race, color, national origin, sex, age, disability, income, or Limited English Proficiency (LEP) as provided by Title VI of the Civil Right Act of 1964, Title II of the American with Disabilities Act of 1990, and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City of Sedro-Woolley sponsored program or activity. The City of Sedro-Woolley will make every effort to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

Topic: Sedro-Woolley City Council Meeting

Join Zoom Meeting

<https://zoom.us/j/91786850179?pwd=Vys0Y29XalZmQTRmemJBM2txVDIUQT09>

Meeting ID: 917 8685 0179

Passcode: 091845

OR One tap mobile

*+12532158782,,91786850179#,,,,*091845# US (Tacoma)*

*+16699006833,,91786850179#,,,,*091845# US (San Jose)*

OR Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 917 8685 0179

Passcode: 091845



Agenda
Item No.

Date:

April 13, 2022

Subject:

Minutes from Regular City Council
Meeting held March 23, 2022

FROM:

Debbie Burton, Interim Finance Director

RECOMMENDED ACTION:

Review only.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Minutes taken during the regular City Council Meeting on March 23, 2022.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. City Council Minutes 03-23-2022

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
March 23, 2022– 6:00 P.M. Hybrid Meeting

Call to Order

Mayor Julia Johnson called the meeting to order at 6:00 P.M.

Pledge of Allegiance and Roll Call: Present: Mayor Julia Johnson, Councilmember Brendan McGoffin, Councilmember JoEllen Kesti, Councilmember Sarah Diamond, Councilmember Glenn Allen, Councilmember Chuck Owen, Councilmember Joe Burns, and Nick Lavacca.

Approval of Agenda

Motion made by Councilmember Burns, seconded by Councilmember McGoffin to approve the agenda. Motion carried (7-0).

Consent Agenda

1. Out of State Travel Approval - Finance Staff
2. Approval of Summer Experiences & Enrichment for Kids (SEEK) Contracts
3. Finance - Claims Checks and Payroll Checks
4. Resolution 1092-22 Ratifying Emergency Proclamation for Sewer Main Leak Repair on Western Street
5. Finance - Minutes from Joint City Council & Planning Commission Study Session held March 2, 2022
6. Minutes from Regular City Council Meeting held on March 9, 2022
7. MOU between Washington municipalities regarding allocation and use of potential settlement funds obtained in pending opioid litigation cases.

Motion made by Councilmember Lavacca, seconded by Councilmember Allen to approve the consent agenda. Motion carried (7-0).

Introduction of Special Guests and Presentations

1. George Sidhu, Director of Skagit Public Utility District presented information to the Mayor and City Council updating them on the progress of the new lines being put in between the Judy Reservoir and Mount Vernon.

Staff Reports

Fire Chief Frank Wagner, Police Chief Lin Tucker, Planning Director John Coleman, Public Works Director Mark Freiberger, IT Director Bill Chambers, Finance Director Debbie Burton, City Attorney Nikki Thompson, and City Administrator Charlie Bush, gave updates for each of their respective departments.

Councilmember and Mayor's Reports

Councilmembers spoke of the upcoming events such as The Long Drive, Loggerrodeo and the Little League Softball Tournament. Councilmember Allen asked to be excused from the next council meeting on April 13, 2022. Councilmember Burns made a motion, seconded by Councilmember Diamond, to excuse Councilmember Allen from the Regular City Council meeting on April 13, 2022. Motion carried (6-0). The Mayor added that Woodfest and Blast From the Past are also returning this year. She also mentioned that the Skagit Trail Builders would be working on Saturday, March 26th out at the Northern State Hospital Trails.

Public Comments

7:03 P.M.— Mayor opened the meeting up for public comment.

- Germaine Kornegay, on North Central – thanked the Public Works department for assistance with recent issues that have come up.

7:04 P.M.— Seeing no others, the Mayor closed the meeting to public comments.

Unfinished Business

1. 2nd Read – American Rescue Plan Act (ARPA) Allocation. Interim Finance Director Debbie Burton advised the Council there had been no changes or updates on this matter since the 1st Read. After some discussion, Councilmember McGoffin made a motion to approve the ARPA Allocation Plan. Councilmember Owens seconded. Motion carried (7-0).

New Business

1. Proposed 2021 Comprehensive Plan Docket Amendments. Planning Director John Coleman presented information regarding two rezoning requests that are on the 2021 Docket. He advised that the Planning Commission had reviewed both and were recommending “denial” for both requests. After some discussion, Councilmember Kesti made a motion to deny both rezoning requests as recommended by the Planning Commission. Motion was seconded by Councilmember Allen. Motion carried (6-1).

Information Only Items

1. Building and Planning Permit Review Status
2. Public Works Director Signing Authority Record

Adjournment

The meeting adjourned at 7:28 P.M.

ATTEST:

APPROVED:

Debbie Burton, Interim Finance Director

Julia Johnson, Mayor



Agenda Item No.	
Date:	April 13, 2022
Subject:	FEMA 4635-DR-WA Disaster Assistance Application

FROM:

Mark Freiburger, Director of Public Works

RECOMMENDED ACTION:

Designate Signature Authority to the Mayor, Director of Public Works and City Administrator for the purpose of executing contracts, certifying completion of projects, requesting payments, and preparing all required funding documentation related to FEMA Disaster 4635-DR-WA.

ISSUE:

The Severe Storms, Straight Line Winds, Flooding Landslides and Mudslides caused serious conditions for the State of Washington. The Governor of Washington State declared an Emergency Proclamation in November 2021 that was officially signed and approved on January 27, 2022.

Flood waters and wind damage caused significant damage to our community parks. Our Riverfront Park, Dog Park, Ball Park, Fire Training site and W. State Street Pump Station all suffered damage during the storm event.

In an effort of claiming grant assistance offered by FEMA, we are asked to complete a "Disaster Assistance Application", designate who on behalf of the City can sign the application, forms, reports and pay request applications.

BACKGROUND/SUMMARY INFORMATION:

Authorize the Mayor, Director of Public Works and City Administrator signature authority to sign and represent the City of Sedro-Woolley in obtaining and administering grant assistance from FEMA Disaster 4635-DR-WA.

FISCAL IMPACT, IF APPROPRIATE:

FEMA will cover eligible repairs at 90 percent. The remaining 10 percent is split between the City and the State of Washington. The City's estimated damage from the event totaled \$300,043, with \$86,905 representing public utilities and \$202,183 representing Riverfront Park and the Fire Training Facility.

ATTACHMENTS:

1. Public Assistance Grant Agreement
2. Designated Applicant Agent Signature Authorization

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: City of Sedro- Woolley 325 Metcalf Street Sedro-Wooley, WA 98284		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D22-121	
4. SUBRECIPIENT, phone/email: (360) 855-9932/jrosario@ci.sedro-woolley.wa.us		5. Grant Agreement Start Date: November 5, 2021		6. Grant Agreement End Date: January 5, 2026	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Data Universal Numbering System (DUNS): 46551581		9. UBI # (state revenue):	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4635-DR-WA		12. Program Index # 724YC (Federal) / 722YE (State) / 724YD (Admin)		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance	
14. Federal EIN #:					
15. Total Federal Award Amount: N/A		16. Federal Award Date: N/A			
17. Service Districts: (BY LEGISLATIVE DISTRICT): th (BY CONGRESSIONAL DISTRICT): th		18. Service Area by County(ies): Skagit County		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A			23. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4635-DR-WA Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides. To provide funds to the SUBRECIPIENT for the emergency work and the repair or replacement of disaster-damaged facilities. as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4635-DR-WA Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated January 5, 2022 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					

FOR THE DEPARTMENT:

Signature Date
Stacey McClain, Governor's Authorized Representative
Washington State Military Department

FOR THE SUBRECIPIENT:

Signature Date
print or type name:_____

APPROVED AS TO FORM:

SUBRECIPIENT's Attorney Date

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name		Name	Gerard Urbas
Title		Title	Deputy State Coordinating Officer Public Assistance
E-Mail		E-Mail	gary.urbas@mil.wa.gov
Phone		Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the “FEMA State Agreement” published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated January 5, 2022 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 5, 2022.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4635-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning November 5, 2021 to December 2, 2021. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The SUBRECIPIENT may keep interest amounts up to \$100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4635-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4635-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG), and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated January 5, 2022 (**Attachment 4**) procedures as follows:

- a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4635-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. [REDACTED], Accounting Fund No. [REDACTED].
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant

Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT

until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.

- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
 - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
 - iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
 - iv. Withhold further federal awards for the project or program.
 - v. Take any other remedies that may be legally available.
- f. The DEPARTMENT agrees to:
 - i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
 - ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
 - iii. Submit the SUBRECIPIENT's funding package to FEMA.
 - iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
 - v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
 - vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 5, 2022 (**Attachment 4**)

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated January 5, 2022 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects,” the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors,

assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2

CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes any audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption

no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

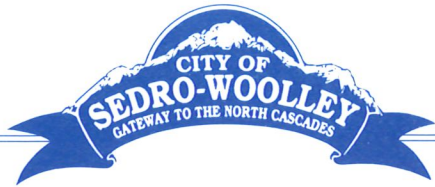
This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				O.M.B. No. 1660-0017	
PAPERWORK BURDEN DISCLOSURE NOTICE					
Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed form to this address.					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
F - R					
DAMAGED FACILITY				WORK COMPLETE AS OF:	
				_____ : _____ %	
SUBRECIPIENT			COUNTY		
LOCATION				LATITUDE	LONGITUDE
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
PROJECT COST					
I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		



Mr. Gerard Urbas
Washington Military Department
Public Assistance Program
MS: TA-20 Building 20-B
Camp Murray, WA 98430-5122

Re: Designated Applicant Agent

Dear Mr. Urbas:

The purpose of this letter is to designate the Applicant Agent and Alternate authorized representatives for

Disaster: 4635-DR-WA Severe Storms, Straight-line Winds, Flooding, Landslides,
and Mudslides

Applicant: City of Sedro-Woolley

Applicant Agent: Charlie Bush

Alternate Applicant Agent: Mark Freiburger

The purpose of this designation as the authorized representatives is to obtain federal and/or State Emergency or Major Disaster Assistance funds.

These representatives are authorized to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Sincerely,

Julia Johnson

Mayor

DISASTER ASSISTANCE APPLICATION

DEM - 131

Application Identifier:

State Number: D22-121Federal Disaster Number: 4635-DR-WAFederal Catalog Number: 97.036Title: **Disaster Assistance Grants**Declaration Date: January 5, 2022Applicant's FEMA Project Application Number: 53-63210**Legal Applicant Recipient:**Applicant's Name: City of Sedro-WoolleyStreet Address: 325 Metcalf StreetMailing Address: 325 Metcalf StreetCounty: SkagitCity: Sedro-WoolleyState: WAZip Code: 98284**Applicant Agent:**Name: Charlie BushTitle: City Administrator

Signature: _____

Contact Information:Phone: 360-855-9921Fax: 360-855-0707E-mail: cbush@sedro-woolley.gov

Date: _____

Alternate Applicant Agent:Name: Mark FreiburgerTitle: Director of Public Works

Signature: _____

Phone: 360-855-9933Fax: 360-855-0771E-mail: mfreiburger@sedro-woolley.gov

Date: _____

Type of Applicant:

A - State

B - County

C - City

D - School District

E - Special Purpose District

F - Higher Educational Institution

G - Indian Tribe

H - Private NonProfit

I - Other (Specify) Do not fill this inEnter Appropriate Letter CCongressional District Number: 2State Legislative District Number: 39**Governor's Authorized Representative:**

Signature: _____

Date: _____

NOTE: Shaded blocks for WA EMD use.

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION City of Sedro-Woolley	DATE SUBMITTED
PROJECT DESCRIPTION 4635-DR-WA	CONTRACT NUMBER D22-121

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Julia Johnson	Mayor

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Julia Johnson	Mayor

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Charlie Bush	City Administrator
	Mark Freiburger	Director of Public Works



Agenda
Item No. _____
Date: April 13, 2022
Subject: Agreement 2022-PS-09 for Approval:
Reichhardt & Ebe Engineering, Inc.

FROM:

David Lee, PE, City Engineer

RECOMMENDED ACTION:

Move to authorize Mayor Johnson to execute the attached 2022 Professional Services Agreement No. 2022-PS-09 with Reichhardt & Ebe Engineering, Inc. of Lynden, WA for design and right of way phase services for the Township Street (SR9), John Liner Rd/McGarigle Rd Intersection Improvements Project in the amount not to exceed \$312,436.38

ISSUE:

Shall council authorize Mayor Johnson to execute the attached 2022 Professional Services Agreement No. 2022-PS-09 with Reichhardt & Ebe Engineering, Inc. of Lynden, WA for design and right of way phase services for the Township Street (SR9), John Liner Rd/McGarigle Rd Intersection Improvements Project in the amount not to exceed \$312,436.38?

BACKGROUND/SUMMARY INFORMATION:

The city on February 15, 2022 issued a request for proposals for the design phase services associated with the Township Street (SR9), John Liner Rd/McGarigle Rd Intersection Improvements Project. Three Statements of Qualification's were received. The three were interviewed on March 16, 2022. After completion of the Consultant Selection process, Reichhardt & Ebe Engineering, Inc. (R&E) of Lynden, WA was selected for the work. R&E has furnished their scope and fee estimate for the work. R&E's original proposal was \$319,030.68. The proposal included \$183,056.12 for sub-consultants. Sub-consultants include surveying, right of way services, geotechnical services, signal design services and environmental services. The city's independent estimate for the work is \$306,236.00. After negotiation, the amount agreed to is \$312,436.38 which includes sub-consultant fees of \$179,556.12. Discounting the Right of Way Services subcontract, the design services total is \$237,945, or 12.3% of the estimated \$1,933,781 construction cost. The R&E proposal does not include estimated real estate acquisition costs for the nine partial takes required for the project. These costs are estimated at \$79,200, and are included in the budget below.

Attached is the TIB Consultant Agreement. The work is on a 'Not to Exceed' basis.

FISCAL IMPACT, IF APPROPRIATE:

Funding Proposed

TIB UAP Funds (Design & Right of Way) (85%).....	\$366,050
Local Match from TBD funding (25%).....	\$122,017
TOTAL REVENUE.....	\$488,067

Expenditures Expected

R&E Agreement 2022-PS-09.....	\$312,436
Right of Way Acquisition (Estimated)	\$ 79,200
City Administration (1% of CN cost).....	\$ 19,338
WSDOT PE (1% of CN cost).....	\$ 19,338
Contingency.....	\$ 57,755

TOTAL ESTIMATED COST PE & RW PHASE.....\$488,067

The estimate cost for the R&E agreement is not to exceed \$312,436.38 for the design and right of way support phases for the project. The budget also includes funding for WSDOT design review \$19,338 and City project management \$19,338. A contingency of \$57,755 represents the remaining budget from the TIB agreement total for design and right of way.

Budget Amendment 1 proposed for the April 13, 2022 council meeting will include \$290,067 for the design phase, and \$198,000 for the right of way phase, with \$366,050 from TIB and \$122,017 from local funds from GMA Impact Fees.

See August 11, 2021 Grant Application Approval TIB – 2022 UAP Project for council approval of the grant application and for local funding for this project.

It is anticipated that most of the design and RW expenses will be incurred during 2022. The construction phase is planned for 2023.

ATTACHMENTS:

1. TIB Consultant Agreement



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER: 8-2-126(013)-1		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
City Contract Number: 2022-PS-09			
PROJECT TITLE & WORK DESCRIPTION Township Street (SR 9) – John Liner Rd / McGarigle Rd Intersection. The work performed by the Consultant consists of preparing engineering design and right of way acquisition services for the above project. The project will reconstruct the existing two-way stop-controlled intersection with a signal including dedicated left turn lanes on all legs. The Consultant may be retained to perform Construction Phase services for the project.			
CONSULTANT NAME & ADDRESS Reichhardt & Ebe Engineering, Inc. 423 Front St. PO Box 978, Lynden, WA 98264			
AGREEMENT TYPE (check one)			
<input type="checkbox"/> LUMP SUM \$ _____			
<input type="checkbox"/> COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE _____ % OVERHEAD COST METHOD <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Rate _____ % FIXED FEE \$ _____			
<input checked="" type="checkbox"/> SPECIFIC RATES OF PAY <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate			
<input type="checkbox"/> COST PER UNIT WORK			
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE December 31, 2023		MAXIMUM AMOUNT PAYABLE \$312,436.38	

THIS AGREEMENT, made and entered into this _____ day of April 2022, between the City of Sedro-Woolley, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANTs employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof.



Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume

no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIV EXTRA WORK

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.



- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By	_____	By	_____
Consultant	Nathan Zylstra Reichhardt & Ebe Engineering, Inc.	City/County of	_____



EXHIBIT A-1 Certification of Consultant

Project No. TIB Project No. 8-2-126(013)-1 City Project No. 2022-PS-09	City/County City of Sedro-Woolley, WA
------------------------------------------------------------------------------	------------------------------------------

I hereby certify that I am Nathan Zylstra a duly authorized representative of the firm of Reichhardt & Ebe Engineering, Inc. whose address is 423 Front St. PO Box 978, Lynden, WA 98264 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Sedro-Woolley, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

EXHIBIT B-1
Township Street (SR9), John-Liner Rd / McGarigle Rd. Intersection Improvements
Project (TIB 8-2-126(013)-1)
SCOPE OF WORK
PLANS, SPECIFICATIONS, AND ESTIMATE

I. PROJECT UNDERSTANDING

Reichhardt & Ebe Engineering, Inc. (R&E) shall provide professional services to the City of Sedro-Woolley (CITY) for the design, permitting, and related documents for the improvements to the intersection of Township Street (SR9) and John-Liner Rd. / McGarigle Rd.. The design work will generally consist of the installation of a new traffic signal, pedestrian facilities, channelization, intersection lighting, curb, gutter and sidewalk, shared use path, and franchise utility coordination.

The project design is funded with Transportation Improvement Board (TIB) and local funds. The CITY intends to advertise the project for bids in February 2023.

Anticipated Project Schedule

The Contract milestone dates are anticipated as follows:

Notice to Proceed.....	April 2022
Preliminary 30% Design Completion.....	July 2022
60% Design Completion.....	October 2022
90% Design Completion.....	December 2022
Final Design Completion	February 2023
Right of Way & Permitting Complete.....	February 2023

Design Team

The Design Team consists of the following firms:

Prime Consultant.....	Reichhardt & Ebe Engineering, Inc.
Signal Design.....	Herman Traffic Engineering, Inc.
Survey.....	Larry Steele & Associates
Right-of-Way	RES Group Northwest, LLC
Geotechnical	GeoEngineers, Inc.
Environmental & Permitting.....	Widener & Associates

II. WORK ITEMS

1.0 PROJECT MANAGEMENT AND ADMINISTRATION

1.1. Project Management and Administration

R&E shall act as the prime consultant and shall manage the project through regular email, phone, and video correspondence with the CITY, WSDOT, R&E staff, and subconsultants.

1.2. Project Meetings

R&E shall facilitate and conduct the meetings as described below. Assumptions of the number of meeting(s) conducted are indicated.

- Kick-Off Meeting (1)
- City Coordination Meetings (8)
- Franchise Utility Meetings (3)
- Review Meetings (3) [30%, 60%, and 90% Design Level]

1.3. Public Meetings

R&E & Herman Traffic Engineering (THE) shall attend one public meeting at the request of the CITY. The CITY will be responsible for notifying property owners, planning, holding, and conducting the meeting. R&E and HTE shall be available for technical questions relating to the design. R&E shall provide project exhibits for viewing by the public.

1.4. Progress Reports and Invoicing

R&E shall prepare monthly progress reports that describe the tasks or percentage of tasks that were accomplished during a given month, as well as a forecast of work to be completed over the following month. The monthly progress reports will also identify any other issues or problems that may occur in any given month, as well as proposed dates and times for upcoming coordination meetings. R&E shall submit these monthly progress reports to the CITY with the monthly invoices. As a part of the Progress Reports and Invoicing, the following task items will be performed:

- Monitor Scope
- Monitor Budget
- Monitor Schedule / Prepare Schedule Updates
- Prepare Monthly Status Reports and Invoices
- Prepare Supporting Documentation for Invoices

1.5. Quality Control / Quality Assurance

R&E shall implement a quality control/quality assurance program consisting of regular coordination meetings with R&E and Subconsultant staff, in-house review of design elements and contract documents as well as CITY review of design elements and contract documents.

1.6. Products and Deliverables

- Meeting Notes and Minutes
- Monthly Progress Reports
- Monthly Invoices
- Notes to Design File

2.0 DESIGN SURVEY AND BASE MAP

2.1. Design Survey

R&E's subconsultant Larry Steele & Associates (LSA) shall conduct field survey as necessary to produce a design quality base map as described in the Section below. R&E and LSA shall conduct site visits to become familiar with the project site and to coordinate and gather existing topographic information within the project limits. The topographic information gathered will consist of existing surface features necessary to complete the design base map and proposed design as stated in other Sections of the Scope of Work as well as existing subsurface utilities which are located by the

respective utility. The topographic survey will be tied to existing CITY monumentation and datum. The topographic survey gathered under this contract will be used to supplement topographic survey previously gathered as a part of the Jones / John-Liner / Trail Road Scoping Study on file at R&E's office. Work will be performed in accordance with the following tasks:

- Establish and/or Verify Horizontal and Vertical Control in the Project Area
- Perform Topographic Survey within the Project Area
- Data Reduction, Review, and Transfer

2.2. Title Reports

R&E shall order and review title reports for up to nine parcels noted for right of way acquisitions under Work Item 4.0. Title reports will be used for base map and right of way acquisition purposes.

2.3. Utility Locates

R&E and/or LSA shall call the state "dial-before-you-dig" contractor number to determine utility locations prior to the design survey. However, "dial-before-you-dig" locators do not check utilities outside of the public right of way, and in some cases do not perform locates for design purposes or in a timely manner. R&E will contract with a private locating company for utility locates outside of the public right of way and for utilities not located for design purposes.

2.4. Base Map

R&E shall develop electronic base maps based on existing survey data on file at our office and the topographic information gathered for this project and create a three-dimensional electronic surface representing existing field conditions. Work will be performed in accordance with the following tasks:

- As-Builts
 - Request As-Builts from Franchise Utilities (Puget Sound Energy, Cascade Natural Gas, Ziplly, Comcast, PUD No. 1)
 - Request Public As-Builts (City)
- Prepare Preliminary Base Map
- Field Verify Base Map
- Prepare Design Base Map

2.5. Legal Descriptions

R&E and LSA shall provide up to nine legal descriptions and exhibit maps for proposed Right of Way acquisitions, and up to 9 exhibit maps for proposed temporary construction easements (if required) as a part of the project. The descriptions and exhibits will be provided to the CITY and the ROW consultant in support of the acquisition activities.

2.6. Products and Deliverables

- Research Information for Design File
- Digital Base Map
- 9 Legal Descriptions and 18 Exhibit Maps

3.0 CHANNELIZATION

Existing channelization at the intersection consists of single lane, two-way traffic in each direction on all legs of the intersection. The general channelization concept will be to add left turn lanes on all four legs of

the intersection. Crosswalks will be included on three and possibly four legs of the intersection. The channelization plan will require WSDOT review and approval.

3.1. Channelization Plan

R&E shall prepare channelization plans to be reviewed and approved by the CITY and WSDOT Mount Baker Area Headquarters and incorporated into the construction contract documents. The channelization plans will be prepared based on the conceptual elements as noted above and may include the evaluation of the following two alternatives:

- The elimination of the crosswalk on the north leg of the intersection

It is assumed that R&E shall address comments and revise the channelization plans based on two rounds of comments from the CITY and WSDOT. The final channelization plan will be prepared for the preferred alternative only. Work will be performed in accordance with the following tasks:

- Evaluate Alternatives
- Check Design Vehicles
- Prepare Channelization Plan
- CITY and WSDOT Review and Approval

3.2. Deliverables

- CITY and WSDOT Approved Channelization Plan

4.0 RIGHT-OF-WAY AND EASEMENT ACQUISITION

Right of Way and Easement Acquisition will be performed by R&E and their subconsultant RES Group Northwest (RES Group). The project may require partial acquisition (fee/PE/TE) from nine (9) single family residential (SFR) zoned properties. The proposed improvement for the project consists of intersection channelization improvements including signal installation, drainage, HMA pavement, curbing, and sidewalk/path improvements. It is not anticipated the acquisitions will impact current utilization of the properties.

The project is currently funded with state (TIB) and local funds, Federal funds are not currently involved in the project. All acquisition activities will follow "best practices" of the Federal Highways Administration policies and procedures as well as all applicable federal, state, and local laws, including, but not limited to the Uniform Relocation Assistance and Real Property Acquisition Police Act of 1970 and its amendments, 49CFR Part 24, and state Revised Guidelines and by reference the WSDOT Right of Way Manual.

Preliminary Right-of-Way Services

4.1. Coordinate with Subconsultants

R&E shall coordinate with their subconsultant RES Group and the CITY for the acquisition tasks described in this scope of work. This task item assumes regular telephone and email communications and up to two (2) meetings.

4.2. Identify ROW Needs

Based on survey information, horizontal and vertical design roadway geometry, traffic signal design, and utilities, R&E shall identify the additional ROW and/or easements needed to facilitate construction

and ongoing maintenance and operations of the project. R&E shall also identify existing improvements which will be impacted by the project both on public and private property.

4.3. Public Outreach

R&E shall prepare a Project Introduction Letter consisting of a project description, project schedule, discussion of entities involved (i.e., CITY, R&E, and RES Group), including roles of each. The CITY shall mail or otherwise deliver the letter to the affected property owners.

4.4. Prepare ROW Plan

R&E shall prepare a ROW plan for CITY review and approval, for ROW and temporary construction easements to be acquired in association with this project. Work will be performed in accordance with the following tasks:

- Prepare ROW Plan
- CITY Submittals
- Respond to CITY Comments

4.5. Project Funding Estimate (PFE) and Administrative Offer Summary (AOS)

Following review of the right-of-way plan, RES Group shall prepare a PFE and AOS for all impacted parcels. The PFE report will utilize consistent comparable sales and valuation techniques. AOS will be written for those acquisitions valued under \$25,000 in the PFE. Should any appraisals be required, RES Group shall make a recommendation with cost estimates for appraisal consultants to the CITY.

All acquisitions are expected to be valued under \$25,000 and therefore no appraisals or appraisal reviews are included in this scope of work. Should an appraisal or appraisal review become necessary, a contract supplement will be required.

4.6. Title Review, Clearing, and Closing

RES Group will review title reports supplied by R&E for affected parcel and provide a Title Review Memo identifying all potential encumbrances to project team members. RES Group will assist in clearing the necessary encumbrances prior to closing, if feasible. RES Group will assist in facilitating in-house closing on low impact parcels or manage closing through escrow should those services become necessary.

Acquisition Services

4.7. Right-of-Way Documentation, Negotiations and Closing

RES Group will assist the CITY in developing all right-of-way documents/offer letters in accordance with the CITY's right-of-way procedures manual for acquisition of impacted properties. RES Group will draft the acquisition documents using the CITY approved forms or QC any forms that are created directly by the CITY staff for pre-acquisition review.

RES Group agents will act in good faith at all times and never coerce owners in an attempt to settle the parcels. All negotiations will start with an in-person presentation of all offers when feasible. RES Group will identify property owner issues, concerns, and differences early on and document that information in the individual parcel negotiation diaries. RES Group will work with CITY staff throughout the negotiation process with the property owner until settlement is reached on each parcel.

The CITY shall be responsible for issuing payment to the property owners and for recording the acquisition with Skagit County.

4.8. Property Owner Meetings (9)

R&E will attend up to nine in-person meetings with property owners to assist in negotiations and/or to help resolve questions or concerns of the property owners with respect to the proposed design, impact to their property, or restoration of affected portions of their property.

4.9. Prepare Preliminary ROW Exhibits (9)

R&E shall prepare one ROW exhibit, to be used by RES Group and the CITY in communications with private property owners. The ROW exhibit shall include the following information:

- Existing and proposed ROW/Easement
- Area of additional ROW/Easement to be acquired
- Property owner information

4.10. Deliverables

- Preliminary ROW Exhibits
- Right-of-Way Plan
- Project Funding Estimate (PFE)
- Administrative Offer Summery (AOS) Worksheets, if applicable
- Acquisition Negotiation Services
- Executed Documents for Issuing Payment and Recording

5.0 ENVIRONMENTAL PROCESS AND PERMITTING

R&E and their subconsultant Widener & Associates (Widener) shall pursue and obtain the permits or agency approvals required for the project and listed below.

It is anticipated that the following environmental documentation and permits will be required:

- Historical and Cultural Review - Governor's Executive Order (GEO) 21-02
- SEPA
- NPDES Construction Stormwater General Permit

5.1. Historical and Cultural Review (GEO 21-02)

EO 21-02 requires all state agencies with capital improvement projects consult with the Department of Archaeology and Historic Preservation (DAHP) and concerned tribes. Its purpose is to ensure state agencies take lead in protecting and preserving the rich history of Washington State. Consultations under 21-02 will involve completing the following tasks:

- Identification of the project's area of potential impacts (API). The API shall be mapped and include all areas proposed for ground disturbance, including staging areas.
- Preparation of the EZ1 form
- Submit the EZ1 form to DAHP
- If necessary, any properties at least 50 years in age within or immediately adjacent to the project's API shall be inventoried into the Historic Property Inventory Management System.

- As determined by DAHP, a cultural resources survey may be required and shall be conducted by a qualified professional archaeologist.

5.2. SEPA

Widener shall complete appropriate SEPA documentation including all needed studies, modeling, and analysis in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). Widener will coordinate with the CITY to address comments on the SEPA Checklist and provide support for the SEPA process.

5.3. NPDES Construction Stormwater General Permit

It is anticipated that the project area of disturbance will be more than 1 acre. Therefore R&E shall apply for coverage under the NPDES Construction Stormwater General Permit and include such permit documentation in the final contract document package.

5.4. Deliverables

- Draft of the EZ1 for City review
- Submittal of the final revised EZ1 form to DAHP
- SEPA Checklist
- SEPA MDNS
- NPDES Construction Stormwater General Permit

6.0 GEOTECHNICAL

Based on in-house information and geologic review, site soil conditions in the project vicinity are expected to consist of alluvium/lahar deposits composed of sand and silty sand with possible layers/lenses of fine-grained soils and relatively shallow groundwater likely within 10 feet below ground surface. The site is relatively level within the project extents. Stormwater management may include linear stormwater infiltration features like buried infiltration trenches along the roadway if site conditions allow.

R&E's subconsultant GeoEngineers shall complete explorations of subsurface soil and groundwater conditions within the proposed project area as a basis for providing conclusions and recommendations for the geotechnical components of the project. Work will be performed in accordance with the following tasks:

6.1. Field Coordination, Exploration, and Laboratory Testing

- Review readily available geologic information for the project vicinity, including geologic maps and in-house geotechnical information from nearby projects, including McGarigle Road to the east.
- GeoEngineers will coordinate necessary right-of-way (ROW) permits with the CITY and WSDOT (if necessary). Any necessary ROW fees will be paid by the CITY. We assume the CITY will coordinate right-of-entry to access to private property if necessary.
- Perform an initial site visit to mark exploration locations. As required by state law, we will then contact the state "dial-before-you-dig" contractor number to clear utility locations prior to the explorations. GeoEngineers does not assume liability for any damage or losses related to encountering buried utilities that have been incorrectly located or were not located at all.
- Complete up to six geotechnical borings and two pavement cores in the vicinity of the intersection:

- Four borings to depths of about 20 feet will be completed in areas of potential signal pole foundations, with one at each corner of the intersection. Two additional borings to depths of about 10 feet will be completed along the approaches to the intersection for the purpose of evaluating soil and groundwater conditions for stormwater infiltration. We may adjust the exact location of the borings based on the location of existing site utilities, access, and right-of way constraints. It may be necessary to combine one or more of the borings with the pavement cores (described below) as site conditions dictate.
- We propose to complete two pavement cores in the roadway near the intersection. Shallow exploration of subgrade materials will also be completed at coring locations. Cores will be patched with quick set concrete or cold patch.
- We have included the cost to install a groundwater piezometer at one of the boring locations to evaluate seasonal groundwater fluctuation, if desired. Our scope does not include subsequent site visits for monitoring and recording groundwater levels.
- The borings and cores will be advanced with a track-mounted hollow-stem auger drill rig subcontracted to GeoEngineers. We have assumed offsite disposal of cuttings will be required. We have included the cost of off-site cuttings disposal by our subcontractor in our budget. Alternatively, the City of Sedro-Woolley could perform this task if desired at a cost savings.
- We have planned to complete the explorations in one full day.
- We will attempt to complete drilling outside of traffic lanes where feasible but assume that some drilling in or near the roadway will be necessary and will require subcontracted traffic control for safety. We have assumed that a prepared traffic control plan and coordination, will be required and have included this in our cost estimate.
- The subsurface explorations will be observed by one of our geologists or geotechnical engineers on a full-time basis. Our representative will obtain samples of the various soils encountered, classify the materials, and maintain a detailed log of each exploration. The soil samples will be sealed and returned to our laboratory for additional examination and laboratory testing, as discussed below.
- Evaluate pertinent physical and engineering characteristics of the site soils based on laboratory tests performed on samples obtained from the borings. Moisture content, grain size analysis, and/or Atterberg limit tests will be completed on selected representative samples as appropriate for the materials encountered. Up to two representative samples may also be submitted for cation exchange capacity (CEC) and organic content testing as necessary to meet SMMWW guidelines.

6.2. Geotechnical Engineering Analysis and Report Preparation

- Prepare a geotechnical engineering report for the intersection improvements including:
 - Description of site conditions including detailed subsurface soil and groundwater conditions encountered based on results of the field exploration and laboratory analysis.
 - Boring logs and a site plan of exploration locations.
 - Foundation design considerations for signal poles and luminaries, including bearing pressures and lateral earth pressures based on Washington State Department of

Transportation (WSDOT) standard plans. Included will be a discussion of construction considerations for the foundations.

- Provide a discussion of the existing pavement section encountered, overlay considerations, and discussion of the suitability of the City standard arterial pavement where widening and new pavement is required.
- Recommendations for stormwater management. We anticipate correlating the results of the grain size distribution analysis with estimated infiltration rates based on Ecology Stormwater Management Manual for Western Washington (SMMWW) guidelines. An alternate field pilot infiltration test (PIT) to further characterize infiltration rates could be completed in a separate mobilization if warranted based on site soil and groundwater conditions and the stormwater design.
 - Optional Task: If the site soil profile is determined to be suitable for infiltration during the initial site explorations, a small-scale PIT could be completed in general accordance with SMMWW at the site of proposed infiltration facility. The PIT will require a separate mobilization of excavator/backhoe and take one full day to complete. Additional details for this test can be provided if needed.
- Provide recommendations for earthwork and site preparation including stripping and excavation, placement and compaction of roadway fill and trench backfill, and preparation of pavement subgrade soils. This will also include an evaluation of the effects of weather and/or construction equipment on site soils.

6.3. Groundwater Monitoring

R&E will deploy a groundwater data logger in the piezometer installed as described above. The data logger will be tied to the vertical datum and record groundwater elevation data on a regular basis. The groundwater information will be utilized to aid in stormwater management design as described in Section 8 of this scope of work.

The data logger is anticipated to be deployed for 12 months. Data will be downloaded at approximately 3-month intervals.

7.0 TRAFFIC SIGNAL AND ILLUMINATION SYSTEMS DESIGN

The purpose of the following Scope of Work is to provide professional traffic engineering consulting services to prepare PS&E for new traffic signal, illumination, and interconnect systems improvements at the SR 9 (N. Township St.)/John Liner Rd./McGarigle Rd. intersection in the City of Sedro-Woolley. The primary tasks included in this Scope of Work are as follows:

- Project Administration: General coordination, administration, and meetings.
- Design: Develop 30%, 60% and 100% PS&E designs.

Assumptions

- This Scope of Work excludes any capacity, queueing or warrant analyses. It is assumed that the work previously prepared by TSI will be adequate for the purposes of the Intersection Control Evaluation (ICE) and Signal Permit.
- Traffic signal phasing will be protected/permissive left turns for all four approaches implemented with flashing yellow arrow displays per current WSDOT standard practice.

- The vehicle detection system for the new traffic signal will be induction loop vehicle detectors per current WSDOT NW Region standard practice.
- Traffic signal interconnect is anticipated to be aerial fiber attached to utility poles along the east side of SR 9 (N. Township St.).
- This Scope of Work is limited to design of illumination at the intersection (luminaires on signal poles). If additional illumination design is desired, it will be addressed by others in coordination with HTE.
- All overhead power and communication lines conflicting with traffic signal and illumination equipment will either be undergrounded or adjusted to avoid conflicts.
- This Scope of Work does not include any post design services.

7.1. Project Administration

1. Coordinate with the project team, Sedro-Woolley staff, WSDOT staff, utility companies and other stakeholders throughout the project.
2. Prepare and submit monthly invoices and progress reports to R&E.
3. Prepare for and attend up to two meetings with City and/or WSDOT staffs and/or project team to review the ICE and/or design.

7.2. Traffic Analysis

1. Prepare conceptual layout of roundabout alternative (incorporating peer review comments).
2. Determine right of way needs for the roundabout and traffic signal alternatives.
3. Prepare preliminary opinions of cost for the roundabout and traffic signal alternatives.
4. Conduct a 24-hour pedestrian count at intersection for input into the Highway Safety Manual software (IHSDM).
5. Prepare a safety analysis of the alternatives (no action, roundabout, and traffic signal) using IHSDM.
6. Use IHSDM to calculate societal costs and benefits of the roundabout and signal alternatives.
7. Prepare a cost-benefit analysis for the roundabout and traffic signal alternatives.
8. Using the TSI traffic analysis as a supporting document, prepare a brief ICE discussing intersection needs, alternatives, project context, transportation context, modal priorities, safety analysis and cost-benefit analysis. The ICE will result in a preferred alternative recommendation.
9. Using the TSI traffic signal warrant analysis as a basis, prepare a traffic signal permit application.
10. Transmit the ICE and traffic signal permit application for Agency review.
11. Revise the ICE and traffic signal permit application to address Agency comments and re-transmit.

7.3. Traffic Signal and Illumination Systems Design

1. Conduct field investigation of the project site and vicinity.
2. Review AutoCAD base plan prepared by others and suggest revisions if any.
3. Collect speed data for advance loop placement design.

4. Review channelization design prepared by others with focus on stop lines, crosswalks, curb ramps and ADA.
5. Conduct illumination calculations for the subject intersection using WSDOT standards.
6. Prepare 30% complete traffic signal system plan sheets showing proposed traffic signal phasing and locations of traffic signal equipment, including controller cabinet, electrical service cabinet, UPS cabinet, signal standards, signal heads, emergency vehicle preemption detectors, induction loops, APS push buttons, luminaires and intended interconnect routing.
7. Submit 30% plans to Client for Agency review.
8. Address Agency comments on 30% submittal.
9. Add notes and schedules to traffic signal plans to 60% design level.
10. Conduct electrical load calculations.
11. Prepare signal head clearance calculations based on cross sections provided by R&E.
12. Prepare 60% traffic signal wiring diagram plan sheet.
13. Prepare 60% traffic signal input file layout and wiring termination plan sheet.
14. Review geotechnical analysis for signal standard design parameters.
15. Prepare a 60% traffic signal standard detail chart plan sheet.
16. Prepare a 60% traffic signal interconnect plan sheet showing all pole attachments for the aerial fiber cable.
17. Apply for electrical service connection.
18. Apply for interconnect attachment agreements.
19. Prepare 60% technical special provisions for the traffic signal, illumination and interconnect systems based on boilerplate provisions provided by WSDOT.
20. Assemble pertinent WSDOT standard plans.
21. Submit 60% design for CITY review.
22. Address comments on the 60% submittal and resubmit 90% design for CITY and WSDOT review.
23. Address any remaining comments and resubmit the 100% bid-ready design for final CITY and WSDOT approval.

8.0 DRAINAGE DESIGN

The project is anticipated to trigger the requirement to provide stormwater treatment and flow control.

8.1. Evaluate Existing Conveyance System

R&E shall conduct a site visit to become familiar with the project site and coordinate with the CITY and WSDOT to gather additional existing drainage data. It is assumed that the CITY and/or WSDOT will provide as-built drawings and drainage reports for the project area.

R&E shall evaluate the existing drainage system to determine the existing drainage course and available capacity of the existing system. The evaluation will be made based on existing as-builts and the CITY's comprehensive drainage plan. R&E shall not perform a drainage study to determine overall basin characteristics, storm drain flow rates or volumes outside of the project termini.

8.2. Model Stormwater Flow and Volume

R&E shall define drainage basins, model, and evaluate stormwater flow rates and volumes for the purposes of designing the storm drain conveyance system, water quality treatment and flow control as required by current CITY standards and the 2019 Stormwater Management Manual for Western

Washington. The model shall encompass the project termini and adjacent properties which directly affect the storm drainage system within the project area.

8.3. Design Storm Drain Conveyance System

R&E shall evaluate alternatives for storm drainage conveyance. R&E shall develop the design criteria, using CITY and WSDOT Development Standards. The conveyance system shall be designed to accommodate flows generated by the project only.

8.4. Stormwater Quality and Flow Control Design

R&E shall develop a listing of storm drainage management alternatives incorporating various combinations of collection, conveyance, treatment, and flow control. R&E shall develop a list of potential sites for treatment and flow control and meet with the CITY and WSDOT to review the alternatives and select a preferred alternative. R&E shall then prepare drainage plan, and detail sheets of the stormwater management system to be incorporated into the 30%, 60%, 90% and final project plans.

The stormwater quality and flow control design will evaluate the potential use of infiltration facilities, pervious pavement, or manufactured treatment device as Low Impact Development (LID) alternatives for stormwater management in addition to the stormwater pond/wet pond alternative identified in the Jones / John-Liner / Trail Rd. Scoping Study. The design will be developed for one selected alternative only.

8.5. Stormwater Report

R&E shall prepare a stormwater report for review and approval by the CITY. The report shall include a discussion of conveyance and will address water quality and flow control as required by the Stormwater Management Manual for Western Washington.

8.6. Deliverables

- Stormwater Report
- Stormwater Management Design incorporated into the project plans

9.0 CIVIL DESIGN

All civil design items shall be completed in accordance with the latest edition and amendments (as of the date this Agreement is signed) to the following documents:

WSDOT Publications:

1. Standard Specifications for Road, Bridge, and Municipal Construction, (2022)
2. Standard Plans for Road, Bridge, and Municipal Construction
3. Local Agency Guidelines
4. Design Manual
5. Highway Runoff Manual
6. Hydraulics Manual
7. Construction Manual
8. Traffic Manual

AASHTO Publications:

1. A Policy on Geometric Design of Highways and Streets (2011)
2. American Association of State Highway Official policy applicable where said policy is not in conflict with the standards of WSDOT

9.1. Geometry

The preliminary design shall be prepared in accordance with the following tasks:

- Horizontal Alignment
- Vertical Profile
- Cross Sections
- Sidewalks / Pedestrian Facilities
- Curb Ramps

The preliminary design will meet the requirements of the Americans with Disabilities Act (ADA).

9.2. Private Property Matches

R&E shall determine matches of the proposed improvement to private property and define appropriate property restoration in accordance with the following tasks.

- Define Property Matches
- Define Property Restoration

9.3. Franchise Utilities

Franchise utilities are assumed to be Puget Sound Energy, Cascade Natural Gas, Ziply Fiber, Comcast, Astound (formerly Wave Broadband), and Skagit PUD No. 1.

R&E shall prepare the preliminary design to avoid known utility conflicts if practical. R&E shall identify utilities that will be affected by the improvements. R&E shall provide exhibits showing the proposed design and surveyed features, which can be used by franchise utilities impacted by the project or for the utility to plan proposed improvements and/or relocations within the project corridor. Work will be performed in accordance with the following tasks.

- Franchise Utility Improvements and Relocations
- Franchise Utility Coordination
 - Puget Sound Energy (overhead and buried relocation)
 - Cascade Natural Gas (buried relocation possible)
 - Ziply Fiber (overhead and buried relocation)
 - Comcast (overhead and buried relocation)
 - Astound (overhead relocation)
 - Skagit PUD No. 1 (buried relocation / concurrent improvements)

It is assumed that overhead utility relocation will be required due to traffic signal system improvements. It is further assumed that buried utilities such as power, communications, and potable water may be impacted by roadway improvements, curb, gutter and sidewalk installation, or the signal pole installation. R&E shall coordinate with the respective utility to facilitate the relocation; however, design of the relocated utility is not included in this scope of work. The respective utility shall be responsible for all permits and approvals necessary to facilitate the relocation.

9.4. City Utilities

Storm drainage will be designed as outlined in Work Item 8.0.

Potable water is provided by Skagit PUD No. 1. All water main relocation and improvements will be designed by the PUD. Any PUD relocations or improvements are not considered to be part of this contract.

No sanitary sewer work is anticipated with this project.

9.5. Temporary Erosion and Sedimentation Control Plan

R&E shall develop the Temporary Erosion and Sedimentation Control Plan. The Plan will be prepared using standard BMPs utilized throughout the project site. The plan will account for surface runoff during construction and jobsite access points. The plan will identify the locations of BMP's to be incorporated within the project as well as list the 12 elements of the Stormwater Pollution Prevention Plan tailored for the project. The 12 elements will be listed on the plan sheet(s).

9.6. Traffic Control Plans

Traffic control plans will be developed for the proposed work. The primary goal will be to develop plans which result in the least impact to the traveling public as is reasonable. This may include a phased construction approach. It is anticipated that the traffic control plans may also include temporary striping to accommodate construction work zones and alternations in the traffic patterns. Roadway closures and associated detours are not anticipated; however single lane closures and altered traffic patterns are a possibility along with suggested alternate route signing.

It is anticipated that pedestrians traffic control plans will be necessary, and pedestrians will be routed through the project site using a phased construction approach.

Traffic control plans will be submitted to the CITY and WSDOT Mount Baker Area Headquarters for review and approval. A total of two rounds of review comments are anticipated. A Transportation Management Plan is not anticipated for this project.

9.7. Plan Preparation Package

R&E shall prepare the 30% plans in accordance with CITY standards and the listed publications. 30% plans will include, at the very least, the following:

- Cover Sheet and Vicinity Map
- Standard Legend and Symbols
- Channelization Layout
- Typical Roadway Sections
- Traffic Signal Layout

After the CITY reviews the 30% plans, R&E shall prepare the 60% plans in accordance with CITY standards and the above listed publications. 60% plans will include, at the very least, the following:

- Modifications and/or revisions from the 30% review
- Roadway Plans and Profiles (which will include any storm drain improvements)
- Temporary Erosion Control Plans

- Traffic Control Plan Layout

After the CITY reviews the 60% plans, R&E shall prepare the 90% plans, which will include the following:

- Modifications and/or revisions from the 60% review
- Draft Final design of project elements

After the CITY reviews the 90% plans, R&E shall prepare the Final bid ready plans, which will include the following:

- Modifications and/or revisions from the 90% review
- Final design of all project elements

9.8. Estimates

R&E shall determine quantities and prepare a preliminary cost estimate at the 60%, 90% and final design levels to be submitted to the CITY for review with the plan submittals. Work will be performed in accordance with the following tasks:

- Quantity Take-Offs
- Cost Estimate (60%, 90%, and Final Design)

9.9. Specifications

R&E shall prepare preliminary specifications for the 90% submittal and final specifications for the final submittal. After the CITY reviews the 90% submittal, R&E shall prepare the final list of bid items and specifications to include WSDOT, Local Agency, and APWA General Special Provisions (GSPs). Work will be performed in accordance with the following tasks:

- Review WSDOT, Local Agency, and APWA GSPs
- Bid Proposal Form
- Special Provisions
- Assemble and Format Contract Documents

The CITY will be responsible for providing CITY specific contract forms or any other specific requirements or forms to include in the final contract documents.

9.10. Final Review Meeting and Comments

R&E will meet with the CITY and address review comments resulting from the 90% submittal and incorporated those comments into the final contract documents.

9.11. Deliverables

- 30% Plans in *.pdf format
- 60% Plans and Estimate in *.pdf format
- 90% Plans, Specifications, and Estimate in *.pdf format
- Final / Bid ready Plans, Specifications, and Estimate in *.pdf and reproducible hard copy format (if required)
- Plans and Specifications for bidding purposes, the number of which to be defined at a later date and billed at current printing rates

10.0 SUBCONSULTANTS

R&E will contract and coordinate with the following subconsultants in accordance with the scope of work and task items identified. Subconsultants have provided budgets for their services as identified in Exhibit B.

- Surveyor – Larry Steele & Associates, Inc.
- Right of Way and Easement Acquisition – Real Estate Services Group, Northwest
- Geotechnical – GeoEngineers Inc.
- Traffic Signal and Illumination Systems Design – Herman Traffic Engineering, Inc.
- Environmental and Permitting – Widener & Associates

11.0 REIMBURSABLE EXPENSES

Exhibit B provides budget amounts for reimbursables such as shipping, reproductions, office supplies and non-professional services directly related to the completion of the work, and which will be charged at the actual cost incurred. Also included are the estimated amounts for reproductions of contract documents for bidding purposes. Budgeted amounts shown are estimates of the actual costs for reimbursables.

III. SUPPLEMENT FOR ADDITIONAL SERVICES

If mutually agreed upon by the CITY and R&E, this contract may be supplemented to include work not specifically addressed in sections I and II above. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.



EXHIBIT C-3

Payment

(Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

1. Hourly Rates

The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits D and E attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the AGENCY. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

2. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Maximum Amount

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. No minimum amount payable is guaranteed under this AGREEMENT. This does not include payment for extra work as stipulated in Section XIV, Extra Work.

4. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits D and E, including names and classifications of all employees, and invoices for all direct expenses.

5. Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY, and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT, and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year period begins when the CONSULTANT receives final payment.

6. Final Payment

Final payment of any balance due the CONSULTANT of the gross earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of claims of any nature which the CONSULTANT may have against the AGENCY, unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The rates and total price of the original contract and any additions or changes thereto shall be adjusted to exclude any significant sums by which the AGENCY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates or overhead rates, supplied to the AGENCY by the CONSULTANT.

EXHIBIT D-2
CONSULTANT FEE DETERMINATION SUMMARY SHEET

Township Street (SR9), John-Liner Rd / McGarigle Rd. Intersection Improvements

Man-Hour and Cost Estimate

Date: March 31, 2022

Plans, Specifications, and Estimate

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL			
		E-7	E-4	T-4	C-4
		Nathan	Eric / Olivia	James	Cheryl
1.0	PROJECT MANAGEMENT AND ADMINISTRATION				
1.1	Project Management and Administration	44			
1.2	Project Meetings				
	Kick-Off Meeting (1)	4	4		
	City Coordination Meetings (8)	8	8		
	Franchise Utility Meetings (3)	8	8		
	Review Meetings (3) [30%, 60%, 90%]	12	12		
1.3	Public Meetings	4	4		
1.4	Progress Reports and Invoicing				
	Monitor Scope	4			
	Monitor Budget	4			4
	Monitor Schedule / Prepare Schedule Updates	2			
	Prepare Monthly Status Reports and Invoices	6			2
	Prepare Supporting Documentation for Invoices	2			2
1.5	Quality Control / Quality Assurance	10	5		
	Sub-Total	108	41	0	8
2.0	DESIGN SURVEY AND BASE MAP				
2.1	Design Survey	1	2	1	
2.2	Title Reports		2		2
2.3	Utility Locates		2		
2.4	Base Map				
	Acquire and Review As-Builts	1	4		
	Prepare Preliminary Base Map	1	1	8	
	Field Verify Base Map		4	2	
	Prepare Design Base Map	1	2	8	
2.5	Legal Descriptions	1	4	4	
	Sub-Total	5	21	23	2
3.0	CHANNELIZATION				
3.1	Evaluate Alternatives	1	2	2	
3.2	Check Design Vehicles	1	4	2	
3.3	Prepare Channelization Plan	4	4	4	
3.4	City and WSDOT Review and Approval	4	8	8	
	Sub-Total	10	18	16	0

EXHIBIT D-2
CONSULTANT FEE DETERMINATION SUMMARY SHEET

Township Street (SR9), John-Liner Rd / McGarigle Rd. Intersection Improvements

Man-Hour and Cost Estimate

Date: March 31, 2022

Plans, Specifications, and Estimate

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL			
		E-7	E-4	T-4	C-4
		Nathan	Eric / Olivia	James	Cheryl
4.0	RIGHT-OF-WAY AND EASEMENT ACQUISITION				
4.1	Coordinate with Subconsultants	5	20		
4.2	Identify ROW Needs	2	8		
4.3	Public Outreach		2		2
4.4	Prepare ROW Plan	2	4	8	
4.5	PFE & AOS	2	2		
4.6	Title Review, Clearing & Closing	1	1		
4.7	Right-of-Way Documentation, Negotiation and Closing	10	20		
4.8	Property Owner Meetings (9)	9	18		
4.9	Prepare Preliminary ROW Exhibits (9)	2	18	18	
	Sub-Total	33	93	26	2
5.0	ENVIRONMENTAL PROCESS AND PERMITTING				
5.1	Historical and Cultural Review (GEO 21-02)	1	2	2	
5.2	SEPA	1	4	2	
5.3	NPDES Construction Stormwater General Permit	1	4		
	Sub-Total	3	10	4	0
6.0	GEOTECHNICAL				
6.1	Field Coordination, Exploration, and Laboratory Testing	1	4		
6.2	Geotechnical Engineering Analysis and Report Preparation	2	4		
6.3	Groundwater Monitoring	1	12		
	Sub-Total	4	20	0	0
7.0	TRAFFIC SIGNAL AND ILLUMINATION SYSTEMS DESIGN				
7.1	Project Administration				
7.2	Traffic Analysis	10	20		
7.3	Traffic Signal and Illumination Systems Design	10	20	8	
	Sub-Total	20	40	8	0
8.0	DRAINAGE DESIGN				
8.1	Evaluate Existing Conveyance System	1	2		
8.2	Model Stormwater Flow and Volume	4	25		
8.3	Design Storm Drain Conveyance System	2	10	4	
8.4	Stormwater Quality and Flow Control Design	4	25	4	
8.5	Stormwater Report	4	20		
	Sub-Total	15	82	8	0

EXHIBIT D-2
CONSULTANT FEE DETERMINATION SUMMARY SHEET

Township Street (SR9), John-Liner Rd / McGarigle Rd. Intersection Improvements

Man-Hour and Cost Estimate

Date: March 31, 2022

Plans, Specifications, and Estimate

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL			
		E-7	E-4	T-4	C-4
		Nathan	Eric / Olivia	James	Cheryl
9.0	CIVIL DESIGN				
9.1	Geometry				
	Horizontal Alignment	2	8	2	
	Vertical Profile	2	12	2	
	Cross Sections	2	10	2	
	Sidewalks / Pedestrian Facilities	4	12	2	
	Curb Ramps	2	12	2	
9.2	Private Property Matches				
	Define Property Matches	2	20	2	
	Define Property Restoration	2	20	2	
9.3	Franchise Utilities				
	Franchise Utility Improvements and Relocations	2	8	2	
	Franchise Utility Coordination	10	35		
9.4	City Utilities				
9.5	Temporary Erosion and Sedimentation Control Plan	1	2	4	
9.6	Traffic Control Plans	10	40	10	
9.7	Plan Preparation Package				
	30% Plans	2	4	8	
	60% Plans	2	6	12	
	90% Plans	2	6	12	
	100% / Bid Ready Plans	2	4	4	
9.8	Estimates				
	Quantity Take-Offs	3	9		
	Cost Estimates (60%, 90%, and Final Design)	3	15		
9.9	Specifications				
	Review WSDOT, Local Agency, and APWA GSPs	2	2		2
	Bid Proposal Form	2	4		2
	Special Provisions	4	16		4
9.10	Final Review Meeting and Comments	4	4		
	Sub-Total	65	249	66	8
TOTAL HOURS		263	574	151	20
HOURLY RATE		\$ 175.00	\$ 114.62	\$ 78.18	\$ 76.41
SUB-TOTAL		\$ 46,025.00	\$ 65,791.88	\$ 11,805.18	\$ 1,528.20
TOTAL		\$ 125,150.26			

EXHIBIT D-2
CONSULTANT FEE DETERMINATION SUMMARY SHEET

Township Street (SR9), John-Liner Rd / McGarigle Rd. Intersection Improvements

Man-Hour and Cost Estimate

Date: March 31, 2022

Plans, Specifications, and Estimate

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL			
		E-7	E-4	T-4	C-4
		Nathan	Eric / Olivia	James	Cheryl
10.0	SUBCONSULTANTS				
10.1	Larry Steele & Associates, Inc.				\$ 16,500.00
10.2	Real Estate Services Group, Northwest				\$ 74,490.92
10.3	GeoEngineers, Inc.				\$ 21,975.00
10.4	GeoEngineers, Inc. - Optional Task				\$ 10,000.00
10.5	Herman Traffic Engineering, Inc.				\$ 40,654.20
10.6	Widener & Associates				\$ 15,936.00
	TOTAL				\$ 179,556.12

11.0	REIMBURSABLES				
11.1	Full Size Plan Sets	(5) @ \$75 each	\$	375.00	
11.2	Half Size Plan Sets	(5) @ \$25 each	\$	125.00	
11.3	Specifications	(5) @ \$50 each	\$	250.00	
11.4	Title Reports	(9) @ \$500 each	\$	4,500.00	
11.5	Utility Locates		\$	2,000.00	
11.6	Groundwater Data Logger	(1) @ \$40 per month for 12 months	\$	480.00	
	Sub-Total		\$	7,730.00	
	GRAND TOTAL				\$312,436.38

	DESIGN PS&E COST SUMMARY				
1.0	Project Management and Administration		\$	24,210.70	
2.0	Design Survey and Base Map		\$	5,232.98	
3.0	Channelization		\$	5,064.04	
5.0	Environmental Process and Permitting		\$	1,983.92	
6.0	Geotechnical		\$	2,992.40	
7.0	Traffic Signal and Illumination System Design		\$	8,710.24	
8.0	Drainage Design		\$	12,649.28	
9.0	Civil Design		\$	45,686.54	
10.0	Subconsultants		\$	105,065.20	
11.0	Reimbursables		\$	7,730.00	
	Design PS&E Sub-Total		\$	219,325.30	

	ROW COST SUMMARY				
4.0	Right of Way and Easement Acquisition		\$	18,620.16	
10.0	Subconsultants		\$	74,490.92	
	Design PS&E Sub-Total		\$	93,111.08	
	GRAND TOTAL				\$312,436.38

2022 Non-Federal Billing Rates

12/21/2021

Classification	Bill Rate
Engineer	2022
E-I	80.66
E-II	90.56
E-III	101.88
E-IV	114.62
E-V	131.60
E-VI	155.65
E-VII	175.00
Technical/CAD	
T-I	49.53
T-II	58.37
T-III	67.92
T-IV	78.18
T-V	89.15
T-VI	102.59
T-VII	123.81
Clerical	
C-I	45.28
C-II	52.36
C-III	62.26
C-IV	76.41
C-V	96.22



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

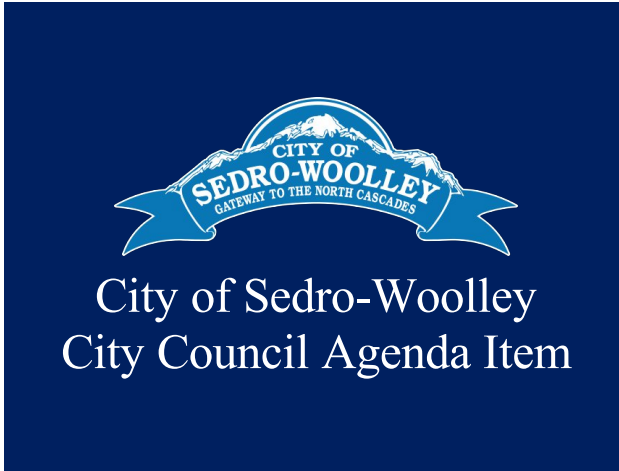
A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



EXHIBIT G-1 Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

- Survey – Larry Steele & Associates
- Right of Way Acquisition – Real Estate Services Group Northwest
- Geotechnical – GeoEngineers, Inc.
- Traffic Signal Design – Herman Traffic Engineering, Inc.
- Permitting – Widener & Associates



Agenda
Item No.

Date: April 13, 2022

Subject: TIB Complete Streets Agreement No.
C-W-126(002)-1

Sidewalk and Ramp Installation and
Upgrades, State Street, Central to
Senior Center; Nelson Street, 6th to 7th;
Pedestrian Crossing of Cook Road;
ADA Ramp Upgrades, Various
Locations

FROM:

David Lee, PE, City Engineer

RECOMMENDED ACTION:

Move to authorize Mayor Johnson to execute the attached Agreement with the Transportation Improvement Board in the amount of \$500,000.

ISSUE:

Shall council move to authorize Mayor Johnson to execute the attached Agreement with the Transportation Improvement Board in the amount of \$500,000?

BACKGROUND/SUMMARY INFORMATION:

In December 2021, the city was nominated by the Cascade Bicycle Club for a TIB Complete Streets grant. The grant amounts ranged from \$300,000 to \$500,000. TIB selected the City for a \$500,000 award during the process completed in March 2022. The grant is based on a work plan that includes installing a pedestrian crossing of Cook Road east of the Prospect Road intersection in participation with Skagit County Public Works using Rectangular Rapid Flashing Beacons, install a sidewalk on the north side of State Street between Central Ave and the Senior Center, replace damaged sidewalk on the south side of Nelson Street in the vicinity of Central and Mary Purcell schools, and installation and upgrades of ADA curb ramps at various locations.

The TIB grant does not require a local match.

Engineering and construction management for the project will be done in-house.

The TIB rules for this program are simple. Complete all of the work described on the approved Work Plan by March 25, 2025. The Cook Road pedestrian crossing project is anticipated to be constructed in 2022 with the other projects in the work plan completed in 2023 and 2024. This will make the city eligible for another round of Complete Streets funding in 2024.

The attached Agreement formalizes the grant with TIB. Staff recommends authorization for the mayor to execute the agreement with TIB.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Approved Complete Streets Work Plan
2. TIB Complete Streets Agreement No. C-W-126(002)-1



Transportation Improvement Board

Complete Streets Work Plan

Agency Sedro Woolley

Agency Contact David Lee, PE

Phone 360-855-3219 Email dlee@sedro-woolley.gov



Total Work Plan
Complete Streets Funding \$500,000

Proposed Work Item	Description	Complete Streets Funding	Estimated Completion Year
Signalized Pedestrian Crossing	Install a pedestrian crossing of Cook Road just east of the Prospect Road intersection to serve the Janicki Ballfield complex and playground. The crossing would be signalized using RRFBs.	\$ 45,000	2022
New Sidewalk - State Street	Install a sidewalk on the north side of State Street between Central Ave and the existing sidewalk in front of the Senior Center (320 LF, 5' wide with planter strip). Project would also include 4 curb ramp installations.	\$ 225,000	2023
Replace Sidewalk - Nelson Street	Replace damaged sidewalk on the south side of Nelson Street between 6th & 7th Streets in the vicinity of elementary school (435 LF, 5' wide, separated from roadway). Work also included curb ramp installations.	\$ 126,000	2023
ADA Curb Ramps	Install or upgrade ADA curb ramps to eliminate barriers at various locations identified in the City ADA Transition Plan. Per the ADA Transition Plan, a cost of \$15,000 per ramp will be used. This cost includes design, necessary demolition and new construction.	\$ 104,000	2023

Work must be completed within three years of board approval or funds will be returned. All work plan items must be completed before agency is eligible for future nominations.

Agency Certification

Certification is hereby given that the proposed work plan represents projects that support and reflect our commitment to the Complete Streets ordinance and ethic.

TIB Approval

Signature of Authorized Agency Official
Julia Johnson, Mayor
Agency Official Name & Title

2/9/2022 Date
Project Engineer Review

Chris Langhoff Date 3/22/2022
Executive Director Ashley Pulant Date 3-28-2022

Sedro Woolley Revised Complete Streets Work Plan.xls \$500,000
Revised Jan 2022



City of Sedro Woolley
C-W-126(002)-1
Complete Streets Award

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
CITY OF SEDRO WOOLLEY
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the CITY OF SEDRO WOOLLEY, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Complete Streets, to provide for the retrofit of streets and roads ("Project") for eligible cities, towns, and counties to provide access to all users, including bicyclists, pedestrians, motorists, and public transportation riders, and

WHEREAS, the above-identified RECIPIENT is eligible to receive a Project grant pursuant to ordinance 1676-10 and that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant

NOW, THEREFORE, pursuant to chapter 47.26 RCW, RCW 47.04.320, and WAC 479-10-500 *et seq*, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of FIVE HUNDRED THOUSAND AND NO/100 dollars (\$500,000) for the Project pursuant to the terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. PROJECT AND BUDGET

The Project shall provide for the retrofit of identified streets or roads on the RECIPIENT's approved work plan. In accordance with applicable laws and ordinances, the RECIPIENT agrees to enter into an agreement with an independent contractor and/or material providers, or otherwise provide for the Project work plan to be completed by the RECIPIENT's own forces. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its independent contractor and/or material providers. If RECIPIENT uses its own forces, it shall be solely responsible for paying the costs thereof. Under no circumstances shall the TIB be responsible to any third party for the payment of labor or materials used in completing the Project work plan. The Project work plan may be amended by the Parties, pursuant to Section 7.

3. PROJECT WORK PLAN AND DOCUMENTATION



The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Project work plan describing eligible items with estimated costs;
- b) Documentation to support all costs expended on the Project work plan; and
- b) Project work plan Closeout Form.

4. PAYMENT AND RETURN OF GRANT FUNDS

TIB will pay the full grant award to the RECIPIENT after TIB approves the Project work plan and the Parties fully execute this Agreement; provided that there are legislatively appropriated funds available. The RECIPIENT agrees that it shall hold the grant funds in a separate and identifiable account and only use said funds to pay the actual direct and related indirect costs of the approved Project work plan. Grant funds not expended on approved Project work plan items by March 25th, 2025 shall be returned to TIB within ninety (90) days after receipt of TIB's written notification.

5. USE OF COMPLETE STREETS GRANT FUNDS

RECIPIENT agrees that the grant funds shall only be used to complete the approved Project work plan. Otherwise, RECIPIENT is subject to the Default and Termination provisions of Section 9.

6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work plan, including but not limited to accounting procedures and practices which sufficiently and properly reflect all actual direct and related indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years after the completion of the Project work plan and TIB's acceptance of the Project work plan Closeout Form. At no cost to TIB, these records shall be provided when requested; including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

7. REVISIONS TO THE PROJECT WORK PLAN

RECIPIENT may request revisions to the Project work plan, including the addition or removal of items. Requests must be made in writing, and TIB, in its sole discretion, will determine whether to accept the proposed revisions. Should the TIB approve a Project work plan revision, the Parties shall amend this Agreement pursuant to Section 14. The RECIPIENT shall be solely responsible for all costs incurred in excess of the Agreement grant award.



8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or amendment thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed three years, unless extended by Agreement amendment pursuant to Section 14.

9. NON-COMPLIANCE, DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement and applicable rules under WAC 479-10-500 *et seq*, TIB shall notify the RECIPIENT, in writing, of RECIPIENT's non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project work plan, or a denial accompanied by supporting documentation. An agreement to amend the Project work plan must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its Project work plan to correct or implement an amendment to the Project work plan.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and, in its sole discretion, TIB may require the RECIPIENT to stop incurring additional Project work plan costs during the investigation. Should TIB require the RECIPIENT to stop incurring additional costs to be paid with the grant funds, the RECIPIENT shall be solely obligated for paying any additional costs incurred by such suspension of work, contractor claims, or litigation costs; such costs cannot be paid for with grant funds.

9.2 DEFAULT

RECIPIENT is in default if TIB determines, in its sole discretion, that:

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

9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop incurring costs chargeable against the grant funds and/or take such actions necessary as may be directed by TIB to protect TIB's grant funds.
- b) In the event of termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of all grant funds.



- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the costs of the mediator.
- d) Each Party agrees to participate to the fullest extent possible and in good faith in resolving the dispute in order to avoid delays or additional incurred cost to the Project work plan.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11, until and unless the Dispute Resolution process has been exhausted.

11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 RECIPIENT, shall protect, defend, indemnify, and save harmless the TIB, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, RECIPIENT'S negligent acts or omissions which may arise in connection with its performance under this Agreement. RECIPIENT shall not be required to indemnify, defend, or save harmless the TIB if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of TIB; provided that, where such claims, suits, or actions result from the concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of RECIPIENT's own negligence

12.2 RECIPIENT agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, RECIPIENT, by mutual negotiation, hereby waives, with respect to TIB only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.



12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

13. ASSIGNMENT

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

14. AMENDMENTS

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

15. INDEPENDENT CAPACITY

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

16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties. RECIPIENT agrees to abide by all applicable federal, state and local laws, ordinances, and rules when performing under the terms of this Agreement.

RECIPIENT

Transportation Improvement Board

Chief Executive Officer

Date

Date

Print Name

Print Name

Approved as to Form

By: _____
ANN E. SALAY

Senior Assistant Attorney General

NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General



Agenda
Item No.

Date:

April 13, 2022

Subject:

Finance - Claims Checks and Payroll
Checks

FROM:

Debbie Burton, Interim Finance Director

RECOMMENDED ACTION:

Review only.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Claims Checks #197383 through #197486, plus EFTs, Payroll Checks #60644-60656, plus EFT's.

FISCAL IMPACT, IF APPROPRIATE:

Claims Checks and EFTs totaling \$1,294,205.72 Payroll Checks and EFT's totaling \$443,712.29.

ATTACHMENTS:

1. Check Register from 03-28-22 thru 04-13-22

CHECK REGISTER

City Of Sedro-Woolley

Time: 14:29:31 Date: 00/00/0000

03/28/2022 To: 04/13/2022

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2887	03/28/2022	Claims	2	EFT	Public Utility Dis No1	81.56	
			401 - 535 80 47 000 - Public Utilities			81.56	
2888	03/28/2022	Claims	2	EFT	Public Utility Dis No1	75.37	
			401 - 535 80 47 000 - Public Utilities			75.37	
2889	03/28/2022	Claims	2	EFT	Puget Sound Energy	158.73	
			401 - 535 80 47 000 - Public Utilities			158.73	
2890	03/28/2022	Claims	2	EFT	Puget Sound Energy	340.00	
			101 - 576 80 47 020 - Senior Center			340.00	
2891	03/28/2022	Claims	2	EFT	US Bank -- Purchase Cards	11,816.97	
			001 - 513 10 43 000 - Meals/Travel			277.07	
			001 - 514 23 31 000 - Supplies			27.68	
			001 - 514 23 31 000 - Supplies			46.72	
			001 - 514 23 31 000 - Supplies			-18.45	
			001 - 514 23 49 010 - Misc-Dues/Subscriptions			50.00	
			001 - 514 23 49 010 - Misc-Dues/Subscriptions			977.40	
			001 - 514 23 49 030 - Misc-Tuition/Registration			35.00	
			001 - 518 80 31 000 - Office/Operating Supplies			99.55	
			001 - 518 80 41 000 - Professional Services			2.03	
			001 - 518 80 41 000 - Professional Services			929.08	
			001 - 518 80 41 000 - Professional Services			162.79	
			001 - 518 80 49 000 - Software Maint & Support			27.11	
			001 - 521 20 31 002 - Office/Operating Supplies			5.73	
			001 - 521 20 31 002 - Office/Operating Supplies			18.50	
			001 - 521 20 31 002 - Office/Operating Supplies			25.23	
			001 - 521 20 31 002 - Office/Operating Supplies			27.57	
			001 - 521 20 31 002 - Office/Operating Supplies			28.13	
			001 - 521 20 31 002 - Office/Operating Supplies			29.26	
			001 - 521 20 31 002 - Office/Operating Supplies			27.41	
			001 - 521 20 31 002 - Office/Operating Supplies			7.73	
			001 - 521 20 31 002 - Office/Operating Supplies			48.86	
			001 - 521 20 31 002 - Office/Operating Supplies			53.88	
			001 - 521 20 31 002 - Office/Operating Supplies			65.07	
			001 - 521 20 31 002 - Office/Operating Supplies			95.43	
			001 - 521 20 31 002 - Office/Operating Supplies			97.72	
			001 - 521 20 31 002 - Office/Operating Supplies			112.93	
			001 - 521 20 31 002 - Office/Operating Supplies			152.03	
			001 - 521 20 31 002 - Office/Operating Supplies			250.32	
			001 - 521 20 31 002 - Office/Operating Supplies			325.77	
			001 - 521 40 49 000 - Tuition/Registration			119.00	
			001 - 522 20 31 000 - Operating Supplies			185.00	
			001 - 522 20 31 000 - Operating Supplies			307.98	
			001 - 522 20 31 000 - Operating Supplies			410.46	
			001 - 522 20 31 000 - Operating Supplies			15.92	
			001 - 522 20 35 000 - Small Tools & Minor Equip			1,591.54	
			001 - 522 20 48 000 - Repairs/Maint-Equip			289.63	
			001 - 522 21 31 010 - Office Supplies			53.64	
			001 - 522 21 31 010 - Office Supplies			66.03	
			001 - 522 45 31 000 - Supplies & Books			331.20	
			001 - 522 50 48 010 - Repairs/Maint-Dorm			314.43	
			401 - 535 50 48 050 - Maint Of General Equip			77.19	
			401 - 535 80 31 010 - Operating Supplies			167.28	
			401 - 535 80 35 000 - Small Tools & Minor Equip			37.21	
			401 - 535 80 35 000 - Small Tools & Minor Equip			235.52	
			103 - 542 30 31 000 - Operating Supplies			45.33	
			103 - 542 30 49 030 - Misc-Tuition/Registration			90.00	
			101 - 576 80 31 000 - Operating Sup - Tesarik Park			250.00	
			101 - 576 80 31 001 - Operating Sup - Riverfront			308.03	
			101 - 576 80 31 001 - Operating Sup - Riverfront			725.00	
			101 - 576 80 48 004 - Community Center			273.31	
			101 - 576 80 48 016 - City Hall			44.48	

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			001 - 594 18 64 001 - Network Hardware			12.98	
			001 - 594 18 64 001 - Network Hardware			54.25	
			001 - 594 18 64 001 - Network Hardware			783.43	
			001 - 594 21 64 000 - Machinery & Equipment			193.30	
			001 - 594 21 64 000 - Machinery & Equipment			-699.12	
			001 - 594 21 64 000 - Machinery & Equipment			1,546.40	
2892	03/28/2022	Claims	2	EFT	WA St Dept of Prof Licen	276.00	
			001 - 521 20 41 040 - Intergov Svc-Gun Permits			276.00	
2893	03/28/2022	Claims	2	EFT	WA St Dept of Revenue	21,234.78	
			425 - 531 50 44 000 - Taxes & Assessments			1,290.80	
			401 - 535 80 31 010 - Operating Supplies			123.60	
			401 - 535 80 44 010 - Taxes & Assessments			7,180.82	
			102 - 536 20 44 010 - Taxes And Assessments			64.15	
			106 - 536 30 44 010 - Taxes and Assessments			3.50	
			412 - 537 80 44 001 - Taxes & Assessments			12,470.16	
			101 - 576 80 44 010 - Taxes And Assessments			32.95	
			635 - 589 30 01 635 - Sales Tax Remittance			68.80	
2894	03/28/2022	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	201.11	
			001 - 522 20 42 020 - Telephone			201.11	
2895	03/28/2022	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	61.50	
			101 - 576 80 47 010 - Community Center			61.50	
2902	03/28/2022	Claims	2	EFT	WA St Dept of Retirement	241.77	
			001 - 514 23 41 010 - Bank Fees			241.77	
3026	04/01/2022	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	3,333.59	
			001 - 511 60 31 000 - Supplies			CSL	
			001 - 513 10 42 020 - Telephone			144.50	EX
			001 - 514 23 42 020 - Telephone			74.16	FIN
			001 - 518 80 42 020 - Telephone			154.18	IT
			001 - 521 20 42 020 - Telephone			1,155.78	PD
			001 - 522 20 42 020 - Telephone			196.51	FD
			001 - 524 20 42 020 - Telephone			106.88	BLD
			401 - 535 80 42 030 - Cell Phones			410.34	WWT
			102 - 536 20 42 020 - Telephone			66.87	CEM
			412 - 537 80 42 025 - Cell Phones			294.56	SW
			103 - 542 30 42 020 - Telephone			233.12	STR
			001 - 558 60 42 020 - Telephone			82.09	PLN
			101 - 576 80 42 020 - Telephone			288.36	PRK
			001 - 595 10 42 025 - Cell Phones			126.24	ENG
3027	04/01/2022	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	1,322.54	
			001 - 521 20 42 020 - Telephone			882.31	
			001 - 522 20 42 020 - Telephone			400.22	
			101 - 576 80 42 020 - Telephone			40.01	
3219	04/13/2022	Claims	2	EFT	Comcast	447.05	
			001 - 518 80 42 021 - Internet Services			447.05	
3220	04/13/2022	Claims	2	EFT	FirstNET/AT&T Mobility	45.87	
			001 - 518 80 42 020 - Telephone			45.87	
3221	04/13/2022	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	511.66	
			401 - 535 80 42 020 - Telephone			389.65	
			102 - 536 20 42 020 - Telephone			122.01	
3222	04/13/2022	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	492.13	
			001 - 521 20 42 020 - Telephone			126.47	

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			001 - 521 20 42 020 - Telephone			108.88	
			101 - 576 80 47 070 - City Hall			256.78	
3223	04/13/2022	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	838.92	
			001 - 512 50 42 020 - Telephone			50.34	
			001 - 513 10 42 020 - Telephone			75.50	
			001 - 514 23 42 020 - Telephone			75.50	
			001 - 515 31 42 001 - Telephone			33.56	
			001 - 518 80 42 020 - Telephone			25.17	
			001 - 521 20 42 020 - Telephone			251.68	
			001 - 522 20 42 020 - Telephone			92.28	
			001 - 524 20 42 020 - Telephone			25.17	
			401 - 535 80 42 020 - Telephone			67.10	
			412 - 537 80 42 020 - Telephone			33.56	
			103 - 542 30 42 020 - Telephone			8.39	
			001 - 558 60 42 020 - Telephone			25.17	
			101 - 576 80 42 020 - Telephone			16.78	
			001 - 595 10 42 020 - Telephone			58.72	
3028	04/01/2022	Claims	2	197383	Puget Sound Energy	33,515.51	
			001 - 521 20 47 000 - Public Utilities			39.69	
			001 - 521 20 47 000 - Public Utilities			121.78	
			001 - 522 50 47 000 - Utility Services			141.01	
			425 - 531 50 47 000 - Public Utilities			177.63	
			425 - 531 50 47 000 - Public Utilities			29.97	
			401 - 535 80 47 000 - Public Utilities			313.90	
			401 - 535 80 47 000 - Public Utilities			344.19	
			401 - 535 80 47 000 - Public Utilities			85.50	
			401 - 535 80 47 000 - Public Utilities			107.96	
			401 - 535 80 47 000 - Public Utilities			78.41	
			401 - 535 80 47 000 - Public Utilities			187.09	
			401 - 535 80 47 000 - Public Utilities			181.18	
			401 - 535 80 47 000 - Public Utilities			252.07	
			401 - 535 80 47 000 - Public Utilities			104.40	
			401 - 535 80 47 000 - Public Utilities			14,899.79	
			102 - 536 20 47 000 - Public Utilities			79.15	
			412 - 537 80 47 000 - Public Utilities			292.20	
			103 - 542 63 47 000 - Public Utilities			10,156.95	
			103 - 542 63 47 000 - Public Utilities			94.74	
			103 - 542 63 47 000 - Public Utilities			293.21	
			103 - 542 63 47 000 - Public Utilities			82.93	
			103 - 542 63 47 000 - Public Utilities			77.13	
			101 - 576 80 47 000 - Riverfront			12.64	
			101 - 576 80 47 000 - Riverfront			565.10	
			101 - 576 80 47 000 - Riverfront			281.48	
			101 - 576 80 47 000 - Riverfront			10.86	
			101 - 576 80 47 010 - Community Center			398.32	
			101 - 576 80 47 020 - Senior Center			396.16	
			101 - 576 80 47 030 - Museum Apartments			12.05	
			101 - 576 80 47 030 - Museum Apartments			7.97	
			101 - 576 80 47 030 - Museum Apartments			13.24	
			101 - 576 80 47 040 - Train			20.32	
			101 - 576 80 47 050 - Hammer Square			184.51	
			101 - 576 80 47 051 - Bingham / Memorial			97.09	
			101 - 576 80 47 051 - Bingham / Memorial			89.19	
			101 - 576 80 47 053 - Other Utilities			10.86	
			101 - 576 80 47 053 - Other Utilities			232.95	
			101 - 576 80 47 053 - Other Utilities			30.12	
			101 - 576 80 47 070 - City Hall			2,775.16	
			101 - 594 76 61 001 - Bingham Park			236.61	
3224	04/13/2022	Claims	2	197384	A-1 Mobile Lock & Key	149.33	
			101 - 576 80 48 009 - Hammer Square			149.33	
3225	04/13/2022	Claims	2	197385	A-1 Safety Tree Service	11,511.60	

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			103 - 542 30 48 005 - Street Tree Maintenance			3,453.48	
			104 - 595 30 48 001 - Arterial Maintenance			8,058.12	
3226	04/13/2022	Claims	2	197386	A-1 Shredding		299.00
			001 - 512 50 31 000 - Supplies			49.00	
			001 - 514 23 31 000 - Supplies			49.00	
			001 - 521 20 31 002 - Office/Operating Supplies			201.00	
3227	04/13/2022	Claims	2	197387	Agendease		2,988.00
			001 - 514 23 41 013 - Licensinq Fees			2,988.00	
3228	04/13/2022	Claims	2	197388	Allied Electronics Inc.		178.97
			401 - 535 50 48 050 - Maint Of General Equip			178.97	
3229	04/13/2022	Claims	2	197389	Aramark Uniform & Career Apparel Group		84.88
			401 - 535 80 49 000 - Laundry			15.08	
			401 - 535 80 49 000 - Laundry			14.20	
			401 - 535 80 49 000 - Laundry			14.20	
			102 - 536 20 49 030 - Misc-laundry			1.04	
			102 - 536 20 49 030 - Misc-laundry			1.04	
			102 - 536 20 49 030 - Misc-laundry			1.04	
			412 - 537 80 49 000 - Misc-Laundry			3.97	
			412 - 537 80 49 000 - Misc-Laundry			3.97	
			412 - 537 80 49 000 - Misc-Laundry			3.97	
			103 - 542 30 49 000 - Misc-Laundry			8.79	
			103 - 542 30 49 000 - Misc-Laundry			8.79	
			103 - 542 30 49 000 - Misc-Laundry			8.79	
3230	04/13/2022	Claims	2	197390	Baker Septic Tank Pumping Inc.		115.00
			101 - 576 80 47 090 - Portable Toilets			115.00	
3231	04/13/2022	Claims	2	197391	Barnhart Crane & Rigging LLC		5,981.00
			001 - 594 22 61 003 - Fire Training Facility Improvem			5,981.00	
3232	04/13/2022	Claims	2	197392	Beaver Lake Quarry		1,311.65
			103 - 542 30 48 002 - Crushed Aggregate			1,311.65	
3233	04/13/2022	Claims	2	197393	Berg Vault Company		67.46
			103 - 542 65 48 000 - Repair Parking			67.46	
3234	04/13/2022	Claims	2	197394	Bing's Studio Ltd dba		34.93
			101 - 576 80 48 009 - Hammer Square			34.93	
3235	04/13/2022	Claims	2	197395	Blackline Inc.		4,941.85
			104 - 595 30 48 001 - Arterial Maintenance			988.37	
			103 - 595 30 63 020 - Resurfacing Projects			3,953.48	
3236	04/13/2022	Claims	2	197396	Bonner Electrical Contracting LLC		3,560.94
			101 - 576 80 48 016 - City Hall			3,560.94	
3237	04/13/2022	Claims	2	197397	Boulder Park Inc		11,157.87
			401 - 535 80 35 020 - Solids Handling			11,157.87	
3238	04/13/2022	Claims	2	197398	Budget Towing & Repair		542.00
			001 - 521 20 41 001 - Professional Services			542.00	
3239	04/13/2022	Claims	2	197399	Deborah Burton		4,212.23
			001 - 514 23 41 011 - Professional Services			1,877.19	
			001 - 514 23 41 011 - Professional Services			2,335.04	
3240	04/13/2022	Claims	2	197400	Charles Bush		84.00
			001 - 513 10 43 000 - Meals/Travel			84.00	
3241	04/13/2022	Claims	2	197401	C.Hlth130, dba Cardinal Health 112 LLC		2,640.07

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			001 - 522 21 31 000		Operating Supplies - Medical	120.97	
			001 - 522 21 31 000		Operating Supplies - Medical	17.12	
			001 - 522 21 31 000		Operating Supplies - Medical	-216.12	
			001 - 522 21 31 000		Operating Supplies - Medical	430.48	
			001 - 522 21 31 000		Operating Supplies - Medical	34.32	
			001 - 522 21 31 000		Operating Supplies - Medical	52.34	
			001 - 522 21 31 000		Operating Supplies - Medical	156.98	
			001 - 522 21 31 000		Operating Supplies - Medical	295.40	
			001 - 522 21 31 000		Operating Supplies - Medical	1,728.84	
			001 - 522 21 31 000		Operating Supplies - Medical	19.74	
3242	04/13/2022	Claims	2	197402	Carl's Towing	225.89	
			001 - 521 20 41 001		Professional Services	225.89	
3243	04/13/2022	Claims	2	197403	Carletti Architects Ps	11,943.93	
			505 - 594 35 60 010		Const - WWTP Lab/Ops Bldg	4,157.95	
			505 - 594 48 60 010		Const - PW Building	7,785.98	
3244	04/13/2022	Claims	2	197404	Dalco Inc	326.40	
			401 - 535 80 31 010		Operating Supplies	326.40	
3245	04/13/2022	Claims	2	197405	Denbow	6,292.50	
			101 - 576 80 48 007		Bingham Park	300.00	
			101 - 594 76 61 000		Riverfront Park	5,992.50	
3246	04/13/2022	Claims	2	197406	E & E Lumber, Inc.	1,661.72	
			401 - 535 50 48 010		Maintenance Of Lines	24.96	
			401 - 535 80 31 010		Operating Supplies	53.66	
			412 - 537 80 31 000		Operating Supplies	71.24	
			412 - 537 80 31 000		Operating Supplies	37.83	
			103 - 542 30 31 000		Operating Supplies	13.53	
			103 - 542 30 31 000		Operating Supplies	13.30	
			103 - 542 30 31 000		Operating Supplies	3.06	
			101 - 576 80 31 000		Operating Sup - Tesarik Park	59.07	
			101 - 576 80 31 001		Operating Sup - Riverfront	143.99	
			101 - 576 80 31 001		Operating Sup - Riverfront	24.02	
			101 - 576 80 35 000		Small Tools & Minor Equip	67.33	
			101 - 576 80 35 000		Small Tools & Minor Equip	38.56	
			101 - 576 80 48 001		Riverfront	460.76	
			101 - 576 80 48 001		Riverfront	228.06	
			101 - 576 80 48 016		City Hall	265.56	
			101 - 576 80 48 019		Skatepark	27.58	
			001 - 594 22 61 000		Fire Station 2.75	129.21	
3247	04/13/2022	Claims	2	197407	EWB Properties LLC	555.00	
			104 - 595 30 63 076		Const-SR20/SR9-Township Int I	555.00	
3248	04/13/2022	Claims	2	197408	Edge Analytical Inc	223.00	
			401 - 535 80 41 000		Professional Services	58.00	
			401 - 535 80 41 000		Professional Services	165.00	
3249	04/13/2022	Claims	2	197409	Fab-Tech	434.40	
			103 - 542 63 48 000		Repairs/Maintenance	434.40	
3250	04/13/2022	Claims	2	197410	Faber Construction Corp	704,188.64	
			505 - 594 35 60 010		Const - WWTP Lab/Ops Bldg	352,094.32	
			505 - 594 48 60 010		Const - PW Building	352,094.32	
3251	04/13/2022	Claims	2	197411	Fastenal Company	289.35	
			401 - 535 80 31 010		Operating Supplies	100.02	
			103 - 542 30 31 000		Operating Supplies	163.65	
			103 - 542 30 48 010		Repair/Maintenance-Equip	25.68	
3252	04/13/2022	Claims	2	197412	Ferguson US Holdings, Inc	182.94	
			101 - 576 80 31 001		Operating Sup - Riverfront	182.94	

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3253	04/13/2022	Claims	2	197413	Fox Labs International, Inc.	214.91	
					001 - 594 21 64 000 - Machinery & Equipment	214.91	Replacement check
3254	04/13/2022	Claims	2	197414	Mark Freiburger	116.00	
					001 - 595 10 49 000 - Dues/Memberships	116.00	Renewal
3255	04/13/2022	Claims	2	197415	Galls Parent Holdings, LLC	138.26	
					001 - 522 20 26 000 - Uniforms	307.28	
					001 - 522 20 26 000 - Uniforms	-301.87	
					001 - 522 20 26 000 - Uniforms	125.57	
					001 - 522 20 26 000 - Uniforms	7.28	
3256	04/13/2022	Claims	2	197416	HSI Workpl Compliance Solns, Inc.	3,258.00	
					425 - 531 50 41 002 - Contracted Services	500.00	
					401 - 535 50 48 000 - Maintenance Contracts	500.00	
					102 - 536 20 48 040 - Repair/Maint-Equip & Bldg	200.00	
					412 - 537 80 31 000 - Operating Supplies	500.00	
					103 - 542 30 49 010 - Misc-Dues/Subscriptions	500.00	
					101 - 576 80 48 016 - City Hall	500.00	
					101 - 576 80 49 000 - Misc-Tuition/Registration	558.00	
3257	04/13/2022	Claims	2	197417	Home Depot Credit Services	207.47	
					101 - 576 80 31 006 - Operating Sup - City Hall	140.57	
					101 - 576 80 35 000 - Small Tools & Minor Equip	16.99	
					101 - 576 80 35 000 - Small Tools & Minor Equip	49.91	
3258	04/13/2022	Claims	2	197418	Humane Society Of Skagit	186.00	
					001 - 521 20 41 021 - Humane Society	186.00	
3259	04/13/2022	Claims	2	197419	Ideal Rent All	1,837.46	
					001 - 521 20 41 001 - Professional Services	1,798.33	
					401 - 535 50 48 010 - Maintenance Of Lines	39.13	STATE STREET PS
3260	04/13/2022	Claims	2	197420	Kryptek Outdoor Group LLC	821.16	
					001 - 521 20 26 000 - Uniforms/Accessories	821.16	
3261	04/13/2022	Claims	2	197421	The Language Exchange, Inc	795.13	
					001 - 512 50 41 040 - Language Interpreter	795.13	
3262	04/13/2022	Claims	2	197422	Lenz Enterprises, Inc	2,281.38	
					412 - 537 60 47 021 - Curbside Yard Waste Disposal	623.17	Curb side yard waste
					412 - 537 60 47 021 - Curbside Yard Waste Disposal	558.10	Curb yard waste
					412 - 537 60 47 021 - Curbside Yard Waste Disposal	1,100.11	Curb yard waste
3263	04/13/2022	Claims	2	197423	Les Schwab Tire Center	397.14	
					001 - 521 20 48 010 - Repair & Maint - Auto	216.69	
					102 - 536 20 48 010 - Repair/maint-Office Equip	11.39	
					412 - 537 80 31 000 - Operating Supplies	152.02	
					412 - 537 80 31 000 - Operating Supplies	17.04	
3264	04/13/2022	Claims	2	197424	Life Assist Inc.	715.07	
					001 - 522 21 31 000 - Operating Supplies - Medical	643.22	
					001 - 522 21 31 000 - Operating Supplies - Medical	71.85	
3265	04/13/2022	Claims	2	197425	Lil John Sanitary Services Inc.	852.51	
					101 - 576 80 48 001 - Riverfront	380.10	
					101 - 576 80 48 001 - Riverfront	472.41	
3266	04/13/2022	Claims	2	197426	Aubrey Linton	100.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	100.00	
3267	04/13/2022	Claims	2	197427	Loggers And Contractors	237.35	
					401 - 535 50 48 010 - Maintenance Of Lines	128.51	
					103 - 542 30 31 000 - Operating Supplies	54.59	

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			103 - 542 30 31 000 - Operating Supplies			54.25	
3268	04/13/2022	Claims	2	197428	Lou's Gloves Inc.	876.00	
			401 - 535 80 31 010 - Operating Supplies			876.00	
3269	04/13/2022	Claims	2	197429	Lyndale Glass	814.50	
			101 - 576 80 48 005 - Senior Center			814.50	
3270	04/13/2022	Claims	2	197430	Kelsea McAlvey	100.00	
			101 - 582 10 01 101 - Community Center Deposit Ref			100.00	
3271	04/13/2022	Claims	2	197431	Motorola Solutions	2,252.69	
			001 - 594 21 64 000 - Machinery & Equipment			2,252.69	
3272	04/13/2022	Claims	2	197432	Municipal Emergency Services Inc	469.15	
			001 - 522 20 35 000 - Small Tools & Minor Equip			4.13	
			001 - 522 20 35 000 - Small Tools & Minor Equip			465.02	
3273	04/13/2022	Claims	2	197433	Municipal Research & Svc Center	275.00	
			001 - 595 10 49 000 - Dues/Memberships			275.00	
3274	04/13/2022	Claims	2	197434	Walter E Nelson Co. of N. WA	64.90	
			101 - 576 80 31 006 - Operating Sup - City Hall			64.90	
3275	04/13/2022	Claims	2	197435	NCL of WI, dba North Central Labs	1,509.45	
			401 - 535 80 31 010 - Operating Supplies			1,509.45	
3276	04/13/2022	Claims	2	197436	North Hill Resources Inc	422.95	
			412 - 537 60 47 020 - Site Yard Waste Disposal			190.00	
			101 - 576 80 48 016 - City Hall			153.13	
			101 - 594 76 61 000 - Riverfront Park			79.82	Flood Restoration - Riverfront
3277	04/13/2022	Claims	2	197437	Northwind Fence Company	54,703.28	
			101 - 594 76 61 000 - Riverfront Park			17,560.96	
			101 - 594 76 61 000 - Riverfront Park			37,142.32	
3278	04/13/2022	Claims	2	197438	Office Depot Inc.	295.70	
			001 - 524 20 31 000 - Off/Oper Supps & Books			21.30	
			001 - 524 20 31 000 - Off/Oper Supps & Books			52.43	
			001 - 524 20 31 000 - Off/Oper Supps & Books			24.83	
			001 - 558 60 31 000 - Supplies/Books			21.30	
			001 - 558 60 31 000 - Supplies/Books			52.44	
			001 - 558 60 31 000 - Supplies/Books			24.83	
			001 - 595 10 31 000 - Supplies			21.30	
			001 - 595 10 31 000 - Supplies			52.44	
			001 - 595 10 31 000 - Supplies			24.83	
3279	04/13/2022	Claims	2	197439	Oliver-Hammer, Inc	331.19	
			401 - 535 80 35 010 - Safety Equipment			146.59	
			101 - 576 80 35 010 - Safety Equipment			184.60	
3280	04/13/2022	Claims	2	197440	P & P Excavating, LLC	31,350.50	
			101 - 594 76 61 000 - Riverfront Park			31,350.50	
3281	04/13/2022	Claims	2	197441	PB Parent Holdco, LP dba	5,171.82	
			001 - 521 20 41 020 - Veterinary Services			546.32	
			001 - 522 20 48 000 - Repairs/Maint-Equip			664.52	
			401 - 535 50 48 000 - Maintenance Contracts			642.37	
			401 - 535 80 31 010 - Operating Supplies			330.92	
			102 - 536 20 35 010 - Safety Equipment			61.30	
			102 - 536 20 48 040 - Repair/Maint-Equip & Bldg			134.66	
			412 - 537 80 31 000 - Operating Supplies			633.15	
			412 - 537 80 31 000 - Operating Supplies			76.02	

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			103 - 542 30 31 000 - Operating Supplies			90.25	
			103 - 542 30 35 010 - Safety Equipment			414.68	
			101 - 576 80 31 005 - Operating Sup - Senior Ctr			35.46	
			101 - 576 80 31 006 - Operating Sup - City Hall			112.35	
			101 - 576 80 48 004 - Community Center			99.91	
			101 - 576 80 48 004 - Community Center			339.37	
			101 - 576 80 48 005 - Senior Center			99.91	
			101 - 576 80 48 005 - Senior Center			360.01	
			101 - 576 80 48 015 - Library			199.12	
			101 - 576 80 48 016 - City Hall			26.06	
			101 - 576 80 48 016 - City Hall			214.21	
			101 - 576 80 48 026 - CS Library			91.23	
3282	04/13/2022	Claims	2	197442	Pacific Landscape Architecture LLC	2,382.50	
			101 - 594 76 63 025 - Olmsted Park			800.00	
			101 - 594 76 63 025 - Olmsted Park			1,582.50	
3283	04/13/2022	Claims	2	197443	Pacific Style Lawn Maint. Inc.	2,766.45	
			101 - 576 80 31 100 - Fertilizer/Herbicide			1,291.97	
			101 - 576 80 31 100 - Fertilizer/Herbicide			372.50	
			101 - 576 80 31 100 - Fertilizer/Herbicide			531.99	
			101 - 576 80 31 100 - Fertilizer/Herbicide			569.99	
3284	04/13/2022	Claims	2	197444	Pape' Group, dba Pape' Machinery Inc.	8,846.56	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			203.33	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			40.20	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			8,603.03	Unit 325
3285	04/13/2022	Claims	2	197445	Platt	51.52	
			101 - 576 80 48 001 - Riverfront			51.52	
3286	04/13/2022	Claims	2	197446	Protek, Inc. dba	821.11	
			001 - 521 20 48 010 - Repair & Maint - Auto			724.17	
			001 - 521 20 48 010 - Repair & Maint - Auto			96.94	
3287	04/13/2022	Claims	2	197447	Quiring Monuments Inc	550.00	
			102 - 343 60 01 102 - Cemetery Fees Non-Taxable			-275.00	
			102 - 536 20 34 000 - Liners			275.00	
3288	04/13/2022	Claims	2	197448	Rick's Refrigeration Inc	288.00	
			412 - 537 60 47 011 - Site Recycling Disposal			288.00	Site recycling
3289	04/13/2022	Claims	2	197449	Ricoh USA, Inc	500.80	
			001 - 521 20 48 000 - Repairs & Maintenance			250.40	
			001 - 522 20 45 000 - Equipment Lease			250.40	
3290	04/13/2022	Claims	2	197450	Ricoh USA, Inc	231.08	
			001 - 524 20 31 000 - Off/Oper Supps & Books			77.03	
			001 - 558 60 31 000 - Supplies/Books			77.03	
			001 - 595 10 31 000 - Supplies			77.02	
3291	04/13/2022	Claims	2	197451	SBA Structures, LLC	552.65	
			001 - 591 28 70 001 - Lease - SBA			276.33	
			401 - 591 28 70 401 - Lease - SBA			276.32	
3292	04/13/2022	Claims	2	197452	Sea-Western, Inc.	205.88	
			001 - 522 20 35 000 - Small Tools & Minor Equip			205.88	
3293	04/13/2022	Claims	2	197453	Sedro-Woolley Auto Parts Inc	769.03	
			001 - 518 20 48 000 - Repair & Maintenance			28.80	Unit 5
			001 - 518 20 48 000 - Repair & Maintenance			29.01	Unit 5
			001 - 521 20 48 010 - Repair & Maint - Auto			68.45	
			001 - 521 20 48 010 - Repair & Maint - Auto			4.66	

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			401 - 535 50 48 050 - Maint Of General Equip			30.79	
			401 - 535 50 48 050 - Maint Of General Equip			41.45	
			401 - 535 50 48 050 - Maint Of General Equip			4.71	
			102 - 536 20 48 040 - Repair/Maint-Equip & Bldg			37.36	Unit 203
			412 - 537 80 31 000 - Operating Supplies			75.47	Op Sup
			412 - 537 80 31 000 - Operating Supplies			139.31	
			412 - 537 80 31 000 - Operating Supplies			36.48	
			103 - 542 30 31 000 - Operating Supplies			38.35	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			57.86	Unit 310
			103 - 542 30 48 010 - Repair/Maintenance-Equip			4.19	Unit 310
			101 - 576 80 48 016 - City Hall			34.95	
			101 - 576 80 48 021 - Equipment			50.01	Unit 147
			101 - 576 80 48 021 - Equipment			102.87	Unit 148
			101 - 576 80 48 021 - Equipment			6.03	Unit 148
			101 - 576 80 48 021 - Equipment			-21.72	Unit 148 credit
3294	04/13/2022	Claims	2	197454	Sedro-Woolley Chamber of Commerce	2,831.25	
			108 - 313 31 00 000 - Hotel Motel Lodging			-2,831.25	
3295	04/13/2022	Claims	2	197455	Sedro-Woolley Volunteer	17,360.00	
			001 - 522 20 11 010 - Salaries-Volunteers			17,360.00	
3296	04/13/2022	Claims	2	197456	Semrau Engineering & Surveying	376.00	
			104 - 595 10 63 077 - Eng-SR20 Cascade Trail Phase 2			376.00	
3297	04/13/2022	Claims	2	197457	Skagit 911	51,162.00	
			001 - 521 20 41 055 - 911 Contracted Services			40,604.78	
			001 - 522 20 41 020 - Central Dispatch-911			10,557.22	
3298	04/13/2022	Claims	2	197458	Skagit Cnty Dept of Emerg Mgmt	5,915.19	
			001 - 525 10 41 000 - Dept Of Emerg Management			5,915.19	
3299	04/13/2022	Claims	2	197459	Skagit Cnty Dist. Probation	1,965.15	
			001 - 512 50 41 000 - Professional Services			1,050.00	
			001 - 512 50 41 000 - Professional Services			915.15	
3300	04/13/2022	Claims	2	197460	Skagit Cnty Public Works	3,821.30	
			401 - 535 50 48 010 - Maintenance Of Lines			3,821.30	State St ps
3301	04/13/2022	Claims	2	197461	Skagit Cnty Sheriff Office	86,467.84	
			001 - 521 20 31 002 - Office/Operating Supplies			86,467.84	
3302	04/13/2022	Claims	2	197462	Skagit Cnty Treasurer	53,767.78	
			114 - 523 60 41 022 - Jail Sales Tax Pass Through 2/10			53,767.78	
3303	04/13/2022	Claims	2	197463	Skagit Farmers Supply	1,050.36	
			425 - 531 50 31 000 - Operating Supplies			62.96	
			425 - 531 50 31 000 - Operating Supplies			100.95	
			425 - 531 50 31 000 - Operating Supplies			49.91	
			425 - 531 50 31 000 - Operating Supplies			62.96	
			401 - 535 50 48 050 - Maint Of General Equip			42.30	
			102 - 536 20 48 050 - Repair/Maint-Northern State C			314.91	
			103 - 542 30 31 000 - Operating Supplies			43.41	
			103 - 542 30 31 010 - Operating Supplies-Propane			40.18	
			501 - 548 30 31 000 - Operating Supplies			178.42	Fleet Op
			101 - 576 80 31 001 - Operating Sup - Riverfront			26.86	
			101 - 576 80 31 001 - Operating Sup - Riverfront			66.75	
			101 - 576 80 31 001 - Operating Sup - Riverfront			60.75	
3304	04/13/2022	Claims	2	197464	Skagit PUD No 1	60.00	
			001 - 322 10 02 000 - Engineering Permits			-60.00	

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3305	04/13/2022	Claims	2	197465	PNG Media LLC, dba Skagit Publishing	441.16	
					001 - 511 60 31 001 - Legal Publications	86.08	
					001 - 558 60 41 010 - Advertising	102.22	
					001 - 558 60 41 011 - Advertising Reimbuseable	252.86	
3306	04/13/2022	Claims	2	197466	Skagit River Steel	50.04	
					101 - 576 80 48 021 - Equipment	50.04	
3307	04/13/2022	Claims	2	197467	Skagit Shooting Range, LLC	597.30	
					001 - 521 40 49 020 - Range Fees	597.30	
3308	04/13/2022	Claims	2	197468	PNG Media LLC, dba Skagit Valley Herald	78.05	
					001 - 524 20 49 030 - Misc-Tuition/Registration	26.02	
					001 - 558 60 49 010 - Dues/Subscript/Membership	26.01	
					001 - 595 10 31 000 - Supplies	26.02	
3309	04/13/2022	Claims	2	197469	Stericycle	10.36	
					001 - 521 20 41 001 - Professional Services	10.36	
3310	04/13/2022	Claims	2	197470	Streuli Public Affairs LLC	2,000.00	
					001 - 513 10 41 005 - Professional Services-Lobbyist	2,000.00	
3311	04/13/2022	Claims	2	197471	Stryker Sales Corp.	48,633.51	
					501 - 594 22 64 501 - Vehicles - Fire	48,633.51	
3312	04/13/2022	Claims	2	197472	Systems Design West, LLC	2,850.42	
					001 - 522 21 41 000 - EMS Professional Services-Sys I	2,850.42	
3313	04/13/2022	Claims	2	197473	TK Elevator Corporation	1,172.57	
					101 - 576 80 48 016 - City Hall	1,172.57	
3314	04/13/2022	Claims	2	197474	Tacoma Rubber Stamp & Marking Systems	197.65	
					001 - 522 20 31 010 - Office Supplies	197.65	
3315	04/13/2022	Claims	2	197475	Teleflex LLC	68.88	
					001 - 522 21 31 000 - Operating Supplies - Medical	68.88	
3316	04/13/2022	Claims	2	197476	Transportation Solutions, Inc.	8,326.40	
					104 - 544 40 41 000 - Transportation Plan Update	931.50	
					104 - 544 40 41 000 - Transportation Plan Update	7,394.90	
3317	04/13/2022	Claims	2	197477	UniFirst Corp.	1,285.72	
					001 - 522 20 26 000 - Uniforms	314.14	
					001 - 522 20 26 000 - Uniforms	314.14	
					001 - 522 20 26 000 - Uniforms	314.14	
					001 - 522 20 26 000 - Uniforms	343.30	
3318	04/13/2022	Claims	2	197478	Util Underground Loc Ctr	194.04	
					401 - 535 80 31 010 - Operating Supplies	194.04	
3319	04/13/2022	Claims	2	197479	Janette Valdez	100.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	100.00	
3320	04/13/2022	Claims	2	197480	WA St Dept of Ecology	5,695.92	
					401 - 535 80 41 060 - DOE Discharge Permit	5,695.92	
3321	04/13/2022	Claims	2	197481	WA St Patrol	117.00	
					001 - 521 20 41 040 - Intergov Svc-Gun Permits	11.00	
					001 - 521 20 41 040 - Intergov Svc-Gun Permits	106.00	
3322	04/13/2022	Claims	2	197482	Walker, Jody & Danielle	100.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	100.00	
3323	04/13/2022	Claims	2	197483	Josh Wedin	100.00	

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			101 - 582 10 01	101 -	Community Center Deposit Ref	100.00	
3324	04/13/2022	Claims	2	197484	Woods Acquisition Corp	296.67	
			001 - 522 20 48 000	-	Repairs/Maint-Equip	40.15	
			101 - 576 80 32 000	-	Auto Fuel/Diesel	28.47	
			101 - 576 80 48 021	-	Equipment	228.05	
3325	04/13/2022	Claims	2	197485	World Kinect Energy Services, dba	10,763.06	
			001 - 518 20 32 000	-	Auto Fuel	52.51	
			001 - 518 20 32 000	-	Auto Fuel	90.10	
			001 - 521 20 32 000	-	Auto Fuel	3,564.96	
			001 - 522 20 32 000	-	Auto Fuel/Diesel	1,882.09	
			425 - 531 50 32 000	-	Vehicle Fuel	129.86	
			425 - 531 50 32 000	-	Vehicle Fuel	553.69	
			425 - 531 50 32 000	-	Vehicle Fuel	230.59	
			401 - 535 80 32 000	-	Auto Fuel/Diesel	286.99	
			401 - 535 80 32 000	-	Auto Fuel/Diesel	221.70	
			401 - 535 80 32 000	-	Auto Fuel/Diesel	110.37	
			102 - 536 20 32 000	-	Auto Fuel/Diesel	275.14	
			412 - 537 80 32 000	-	Auto Fuel/Diesel	139.50	
			412 - 537 80 32 000	-	Auto Fuel/Diesel	1,715.19	
			103 - 542 30 32 000	-	Auto Fuel/Diesel	369.40	
			103 - 542 30 32 000	-	Auto Fuel/Diesel	326.23	
			103 - 542 30 32 000	-	Auto Fuel/Diesel	319.24	
			103 - 542 30 32 000	-	Auto Fuel/Diesel	249.14	
			101 - 576 80 32 000	-	Auto Fuel/Diesel	97.27	
			101 - 576 80 32 000	-	Auto Fuel/Diesel	149.09	
3326	04/13/2022	Claims	2	197486	Zoll Medical Corporation	6,409.94	
			001 - 522 21 31 000	-	Operating Supplies - Medical	122.39	
			001 - 522 21 35 000	-	Small Tools & Minor Equipmen	6,287.55	
			001		Current Expense Fund	226,738.13	
			101		Parks & Facilities Fund	118,461.20	
			102		Cemetery Fund	1,920.06	
			103		Street Fund	31,956.19	
			104		Arterial Street Fund	18,303.89	
			106		Cemetery Endowment Fund	3.50	
			108		Lodging Tax Fund	2,831.25	
			114		Law Enforcement Sales Tax	53,767.78	
			401		Sewer Operations Fund	52,566.08	
			412		Solid Waste Operations Fund	19,455.02	
			425		Stormwater Operations	3,189.32	
			501		Equipment Replacement Fund	48,811.93	
			505		Public Works Facility Fund	716,132.57	
			635		Custodial Fund	68.80	
						1,294,205.72	Claims:
					* Transaction Has Mixed Revenue And Expense Accounts	1,294,205.72	1,294,205.72

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CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sedro Woolley, and that I am authorized to authenticate and certify to said claim.

_____ Finance Director	_____ Date
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_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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Agenda
Item No.

Date: April 13, 2022

Subject: Approval of RAISE Grant Funding
Request

FROM:

Mark A. Freiburger, PE, Director of Public Works

RECOMMENDED ACTION:

Authorize Public Works Director Mark Freiburger to sign and submit an application through the federal RAISE Grant funding program for the Jones/John Liner/Trail Road Corridor Project. Authorize use of Transportation Impact Fee, Transportation Benefit District and REET 1 and 2 funds as noted for Matching funds.

ISSUE:

Should Council authorize Public Works Director Mark Freiburger to sign and submit an application through the federal RAISE Grant funding program for the Jones/John Liner/Trail Road Corridor Project? Should Council authorize use of Transportation Impact Fee, Transportation Benefit District and REET 1 and 2 funds as noted for Matching funds?

BACKGROUND/SUMMARY INFORMATION:

The US Department of Transportation is accepting applications due on April 14, 2022 for the Rebuilding American Infrastructure with Sustainability (RAISE) Grant program. This \$1.5 Billion program targets transportation infrastructure. Selected projects will be announced no later than August 12, 2022. Sedro-Woolley qualifies as a Rural agency under the grant conditions. Rural applications do not require a minimum match, although significant match will result in a stronger application under this competitive program. Applications are limited to \$25 million federal. Applications are to be submitted online only through the federal Grants.gov portal.

The RAISE program requires that projects funded by obligated by September 30, 2026, and all funds be expended by September 30, 2031. This fits with the City's current STIP schedule for the Corridor projects, which call for the Corridor projects to be obligated by 2027.

Staff is proposing to submit an application to fund portions of the Jones/John Liner/Trail Road Corridor Projects. The selected portions include Project C1B Jones/John Liner Rd BNSF Undercrossing and Roadway Extension Project Phase 2, C1D John Liner Rd Arterial Improvements, C1B Jones Rd Improvements, and C9A-2 Trail Rd Arterial Extension, Bucko Plat to F&S Grade Road, and C3A Cook Rd / S Trail Rd Intersection Improvements. Combined with the previously funded and completed segments of the Corridor, this will complete the entire corridor project. with the exception of the Cook/North Trail intersection improvements and Patrick Street Extension. The excepted projects are not necessary to provide a functional Corridor. Transportation Analysis work completed 3/7/2022 has demonstrated that the future roundabout

planned for the Cook/North Trail Intersection will not be necessary until well beyond the 2026 planning horizon.

The project segments proposed for the RAISE Grant are as follows:

RAISE grant request.....	\$22,209,000
Local Match (City cash & Partner contributions).....	\$2,497,000
.....	\$24,706,000

RAISE application Jones/John Liner/Trail Rd Corridor projects:

C1A Jones Road Improvements.....	\$5,923,000
C1B Jones/John Liner Rd BNSF Undercrossing & Roadway Ext Phase 2.....	\$11,003,000
C1D John Liner Rd Arterial Extension Improvements.....	\$2,416,000
C9A N Trail Rd Arterial Extension Phase 2 Bucko to FS Grade Rd.....	\$2,416,000
C3 Cook Rd / South Trail Rd Intersection Improvements.....	\$2,948,000
TOTAL RAISE APPLICATION PROJECTS.....	\$24,706,000

Previously Completed or Committed Projects.....\$7,500,000

Future Projects (C19 and C3B) not included in RAISE Grant Application.....\$6,700,000

Total all Corridor Projects.....\$38,906,000

Local and other funds include the following:

Remining WSDOT Rails funding.....	\$341,000
STPUS Grant Funding for John Liner Rd Pedestrian Improvements.....	\$501,000
Developer commitment for funding for Cook Rd / S Trail Rd Int.....	\$333,000
SWSD RW Dedication for Cook / Trail.....	\$66,000
TOTAL OTHER.....	\$1,241,000

City Match

TBD, John Liner Rd Pedestrian Improvements.....	\$70,000
GMA Impact Fee, Advance Acquisition.....	\$439,000
REET 1 & 2, Jones Rd BNSF Undercrossing, Advance Acquisition.....	\$748,000

Total City Match.....\$1,256,000

Total Other and City.....\$2,487,000

The attached Arterial Project Listing projects that sufficient local funds are available to support the application.

FISCAL IMPACT, IF APPROPRIATE:

The city has funding previously allocated for the project including: Jones/John Liner Rd BNSF Undercrossing Phase 1 - remaining WSDOT Rails Grant \$341,000; STPUS Funds for the John Liner Rd Bicycle/Pedestrian Project \$500,835. Other funds projected include a developer contribution of \$333,000 for the Cook/S Trail Intersection Project, and a right of way dedication from SWSD for the Cook/N Trail intersection. Total funds available \$1,241,000.

Match funds are available from a combination of Transportation Impact Fee, Transportation Benefit Fee and REET 1 and 2 funds projected through 2023, with a total of \$1,256,000 proposed. Proposed matching funds will provide a 10% commitment of funds to this \$24.7 million project. The City is also applying separately for a \$500,000 Skagit County Economic Development grant for Project C1B Jones-John Liner Rd BNSF Undercrossing and Roadway Extension Project. If the SCED grant is awarded, it will offset that portion of the City funds from the larger RAISE grant.

Attached is the Arterial Project Listing updated 4/6/2022 that shows anticipated local Transportation funding through 2023. The Listing is aged through 2023., and anticipates revenue from the various sources eligible for arterial transportation projects. With the assumptions stated, there are sufficient REET funds available to support this grant request.

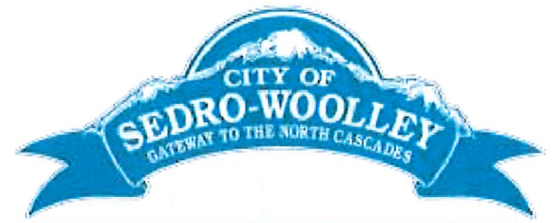
The estimates are based on updated Engineer's Estimates prepared for this application. A 25% contingency is included in all estimates. Estimates are subject to revision on bid and award on contracts.

ATTACHMENTS:

1. Project One-Page Description 4-6-2022
2. Arterial Project Listing by Funding Source updated 4/6/2022
3. RAISE Grant - Draft

CITY OF SEDRO-WOOLLEY

JONES/JOHN LINER/TRAIL ROAD CORRIDOR PROJECTS



PROJECT DESCRIPTION

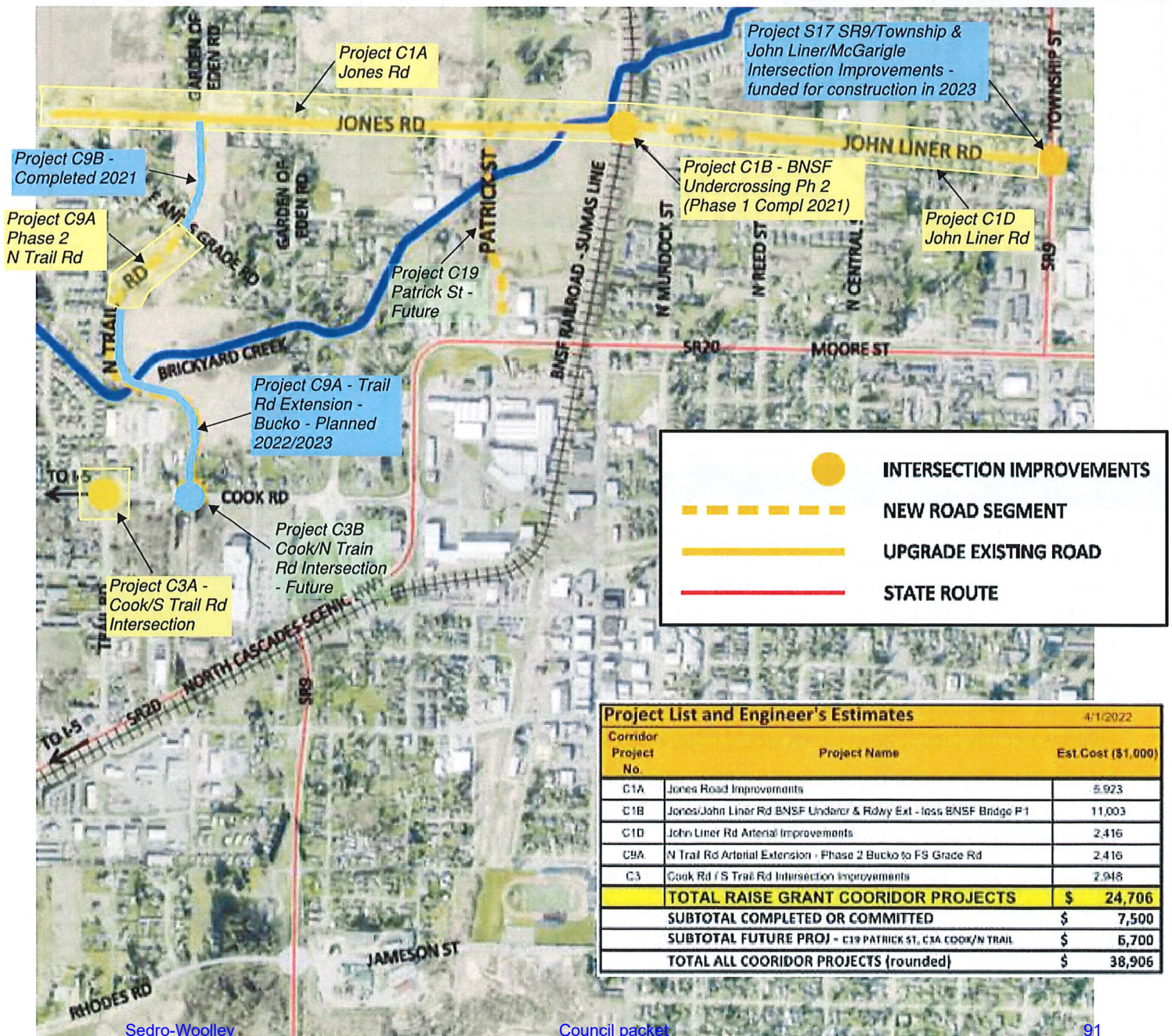
The City of Sedro-Woolley is proposing to construct a system of roadway and rail transportation improvements to stimulate economic development around the State Route (SR) 20 corridor and support the transition from the timber-based past to a modern technology based future. This corridor includes eight distinct project elements, which collectively represent the critical transportation infrastructure improvements necessary to strengthen the local transportation network and relieve congestion on SR 20, while building on significant SR20 corridor improvements completed over the past 10 years. **Total estimated project cost: \$38.9 m with \$7.5 m complete or committed.**

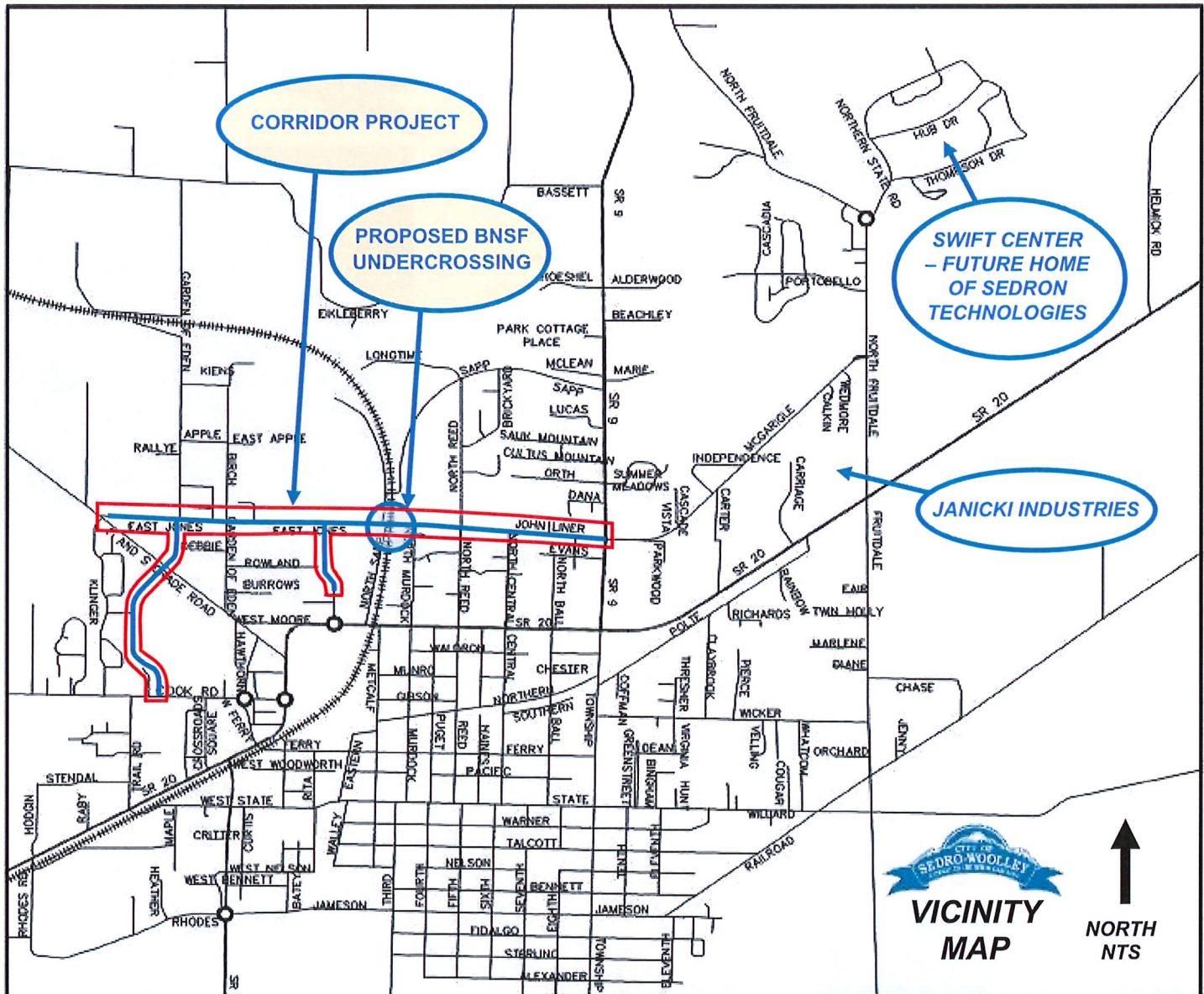
PROJECT STATUS

- Scoping Study is complete.

FUNDING STATUS

- \$7,500,000 complete or committed – Projects C1B Phase 1, C9B and S17.
- \$31,400,000 - Seeking funding for final design, RW and construction for remaining projects.





SUMMARY OF BENEFITS

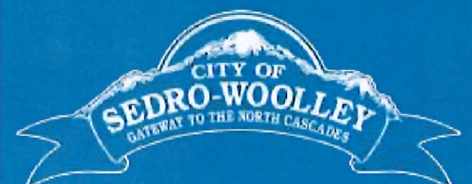
- Identified in the Sedro-Woolley Innovation for Tomorrow (SWIFT) Center EIS as required roadway improvements to mitigate for traffic impacts created by redevelopment of the former Northern States Campus. Sedron Technologies is estimating 600 to 1,000 new hi-tech jobs within the next 10 years and 96 jobs per year in following years.
- Provides key east-west corridor relieving traffic congestion on SR20 between SR9 South and SR9N-Township Street by diverting 5,200 vehicles per day (about 20%) which would otherwise use SR20.
- Identified in City's 2016 Comprehensive Plan as key program to allow for growth and development of the City for next 20 years. City growth is anticipated to occur primarily north of SR20 during this period.
- Provides needed pedestrian and non-motorized facilities to connect neighborhoods east and west of the BNSF Railroad grade.
- Adds new access and alternate routes for improved emergency response times and improved Transit and School Bus routing.
- Replaces narrow and hazardous roadway at current Sapp Road BNSF Railroad Crossing. BNSF is partnering with the city on this effort.

FOR MORE INFORMATION, CONTACT:

Julia Johnson
Mayor
(360) 855-3160

Charlie Bush
City Administrator
(360) 855-9921

Mark A. Freiberger, PE
Director of Public Works
(360) 855-0771



Arterial Projects Listing

For years 2020-2023

4/6/2022

M. Freiburger, PE

Revenues	Fund 104	REET 301/302 total both	TBD 304	GMA Trans Impact Fees 314	Total	GRANT	TOTAL PROJECT
Beginning Balance - 1/1/2021	247,533	1,465,908	261,807	242,495	2,217,743		
2021 Projected Revenues	-	786,497	220,532	543,433	1,550,462		
2022 Projected Revenues	-	630,000	220,000	302,200	1,152,200		
2023 Projected Revenues	-	440,000	220,000	62,000	722,000		
2021-2023 Projected Revenues	-	1,856,497	660,532	907,633	3,424,662		
Total 2021-2023 Reserves and Revenues Available	247,533	3,322,406	922,339	1,150,127	5,642,405		

2021 Projects

SR20/Cascade Trail West Ext Ph 2A (PE/RW Phase - GMA)				4,043	4,043	9,238	13,281
SR20/SR9-Township Intersection Impr (PE - GMA)		-		50,428	50,428	-	50,428
SR9 & John Liner/McGarigle Int (PE/RW 2021, CN 2022 - GMA)				-	-	-	-
2021 PAVEMENT & PEDESTRIAN PROJECT SCH A - Wicker Road Overlay TIB Project (P	19,812				19,812	106,443	126,255
2021 Pavement & Pedestrian Project Sch B - Township/State, Puget/Ferry and State/Rita ADA Ramp Upgrades & Wicker Rd Fabric (PE/CN - REET. 5/18/21 revise to TBD)		97,723	116,562		214,285	-	214,285
Jones/John Liner BNSF Undercrossing Phase 1 - Piling				2,370	2,370	483,593	485,962
2022 Parks (REET) \$50,000 per each - for Olmsted and Memorial		61,051			61,051		
2022 GF Transfer (REET) \$125,000 per each for FS2 Annex.		179,528			179,528		
2021 FUND 104 Arterial Maintenance Projects (REET) \$100,000; Roundabout Landscaping \$13,000, total \$113,000.		-	61,330		61,330	-	61,330
2021 FUND 103 Local Access Maintenance Projects (REET) \$150,000; Local Access Crack/Slurry Seal \$5,204; Total \$155,000. Includes Eastern Overlay and Ramps total \$, and other Local Access Projects \$	-	67,284	-		67,284	-	67,284
2021 Local Access - Sidewalk Repair & Maint (REET)		-			-		
Total 2021 Projects	19,812	405,586	177,892	56,841	660,131	599,274	1,018,825
Ending Balance 12/31/2021	227,721	1,846,820	304,447	729,087	3,108,075		

Potential 2022 Projects

SR20/SR9-Township Intersection Impr (PE/RW 2020-2021; CN 2022 - GMA)			300,000				
SR9 & John Liner/McGarigle Int (PE/RW 2022, CN 2023)		187,233	0.00	-	487,233	611,394	1,098,627
John Liner Road Bicycle & Ped Safety Impr (PE 2022; CN 2023)			0.00	122,017	122,017	366,050	488,067
SR20/Cascade Trail West Ext Ph 2A (PE/RW 2020-2022; CN 2023)				9,180	9,180	58,820	68,000
Trail Road Overlay (PE/CN 2022)	42,300			39,440	39,440	49,762	89,202
Jones/John Liner/Trail Road Corridor Preliminary Engr/Env (NEW)				50,000	50,000	239,700	282,000
Jones/John Liner/Trail Road Corridor AAC (Rows 25-28 hidden total \$975,000. Rows 25-28 contain detail of projects and right of way information and are hidden for confidentiality.) Likely 2022 expense for RW; 2022-2023 for CN.							
Jones/John Liner/Trail Road Corridor Advance Acquisition P39157 \$655,000				-			
		631,950			631,950	-	631,950
Jones/John Liner/Trail Road Corridor - Buckco Trail Rd Extn City Participation +/- 300 LF (NEW)		-		358,000	358,000	-	358,000
Jones/John Liner/Trail Road Corridor Advance Acquisition P37150 Tuttle		147,962		430,000	577,962	-	577,962
2022 Parks (REET) \$69,250 per each per 2022 Budget		50,000			50,000		
2022 GF Transfer (REET) \$125,000 per each per Budget; \$0 per BIAS 1/31/2022		54,102			54,102		
2022 2021 Flood Damage Repairs		98,866			98,866		
2022 Arterial Maintenance Projects (REET \$50,000/ea per Budget)			100,000		100,000	-	100,000
2022 Local Access - Sidewalk Repair & Maint (REET) \$25,000		-			-		
2022 Local Access Maintenance Projects (REET) \$75,000/ea		150,000			150,000	-	150,000
	42,300	1,320,113	400,000	1,008,637	2,771,050	1,667,134	4,235,215
Ending Balance 12/31/2022	185,421	1,156,707	124,447	22,650	1,489,225		
Total 2021 & 2022 Projects	62,112	1,725,699	577,892	1,065,477	3,431,180		
Ending Balances 12/31/2022	185,421	1,156,707	124,447	22,650	1,489,225		

Potential 2023 Projects

SR9 & John Liner/McGarigle Intersection (PE/RW 2022; CN 2023 - REET)	-	305,962	-	-	305,962	1,917,886	2,223,848
John Liner Road Bicycle & Ped Safety Impr (PE 2022; CN 2023)			68,985	-	68,985	442,015	511,000
SR20/Cascade Trail West Ext Ph 2A (PW/RW 2020/2022; CN 2023 - GMA)	111,233		-	-	111,233	677,768	789,001
John Liner Road Arterial Improvements (PE 2023; RW 2024; CN 2025 GMA)			-	-	-	-	-
Patrick Street Arterial Extension (PE 2023; CN 2024)							
Jones/John Liner/Trail Rd Corridor Projects - match for RAISE Grant 4/14/2022 - 2023 PE	-	600,000		-	600,000	22,949,000	23,549,000
Jones/John Liner RR Undercrossing Phase 2 (PE 2023; RW 2023; CN 2024)	-	-		-	-	-	-
2022 Parks (REET) \$50,000 per each		-			-		
2022 GF Transfer (REET) - nothing planned.		-			-		
Cook Road Overlay (PE/CN 2023)	-		91,500		91,500	518,500	610,000
2023 Arterial Maintenance Projects (REET)		-	100,000		100,000	-	100,000
2023 Local Access - Sidewalk Repair & Maint (REET)		-			-		
2023 Local Access Maintenance Projects (REET)		150,000	-		150,000	-	150,000
	111,233	1,055,962	260,485	-	1,427,680	26,505,169	27,932,849
Ending Balance 12/31/2023	74,188	540,745	83,962	84,650	783,545		
Total Project Costs 2021-2023	173,345	2,781,661	838,377	1,065,477	4,858,860	26,505,169	27,932,849
Ending Balances 12/31/2023	74,188	540,745	83,962	84,650	783,545		

MULTIYEAR PROJECT TOTALS

SR20/Cascade Trail West Extension Phase 2A (PE 2020-2021; RW 2021; CN 2023) (Includes 2019-2020 expenses)	111,233	-	-	47,206	178,574	760,626	919,065
Total 2020-2023 SR20/SR9-Township Intersection (excluding 2019/2020 expenses totaling \$125,291 plus Staff and WSDOT direct STP charges)	-	187,233	300,000	50,428	565,245	716,220	1,149,055
Total 2021-2023 SR9/Township & JLR-McGarigle Intersection	-	305,962	-	122,017	427,979	2,283,936	2,711,915
Total 2021-2023 John Liner Rd Bike/Ped	-	-	68,985	9,180	78,165	500,835	579,000
Jones/John Liner/Trail Rd Corridor Projects other than John Liner Ped	-	747,962	-	430,000	1,177,962	22,949,000	24,126,962
TOTAL JONES/JOHN LINER/TRAIL PROJECTS THRU 2023 (EXCLUDES PREVIOUS COMMI	-	747,962	68,985	439,180	1,256,127	23,449,835	24,705,962

FY 2022 RAISE Project Information Form - All Fields Required
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WHEN SUBMITTING TO AVOID PROCESSING ERRORS**



Field Name	Response	Instructions
Project Name	Jones-John Liner-Trail Road Corrdior Projects	Enter a concise , descriptive title for the project. This should be the same title used in the Grants.gov SF-424 submission and the application narrative.
Project Description	The project will fund final design, right of way acquisition and construction for the Jones/John Liner/Trail Road Corridor Projects, including a new BNSF Railway Undercrossing	Describe the project in plain English terms, using no more than 100 words . For example, "The project will fund construction activities for streetcar service from location X to location Y" or "the RAISE grant will replace the existing bridge over the W river on Interstate-X between the cities of Y and Z." Please do not describe the project's benefits, background, or alignment with the selection criteria in this description field.
Urban/Rural	Rural	Identify whether the project is located in a rural or urban area , using the drop-down menu. For RAISE 2022, a project is designated as urban if it is located within (or on the boundary of) a Census-designated urbanized area that had a population greater than 200,000 in the 2010 Census. If a project is located outside a Census-designated urbanized area with a population greater than 200,000, it is designated as a rural project.
Urbanized Area		If you have identified the project as "urban," please select the associated 2010 Census-designated urbanized area (UA) from the drop-down. If you identified the project as "rural" but it is located in an UA with a population under 200,000, please select the UA from the drop-down. If you have identified the project as "rural" and it is located outside an urbanized area, please select "Not located in an urbanized area" from the drop-down.
Capital or Planning	Capital	Identify the project as capital or planning . The " capital " designation is for projects that requesting funding for the construction of surface transportation capital infrastructure. The " planning " designation is for projects that are requesting funding primarily for planning, preparation, or design of eligible surface transportation capital projects.
Amount Requested	\$22,209,000	Enter the total amount of RAISE funds requested for this project in this application. <i>[See Section B.2 for minimum and maximum award size]</i>
Project Location County	WA - Skagit County	Identify the county where the project is located in using the drop-down. If the project is located in more than one county, please identify the county in which the majority of the project is located.

FY 2022 RAISE Project Information Form - All Fields Required
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Field Name	Response	Instructions
Additional Project Counties		Identify additional counties separated by a comma. For instance, if the project additionally runs through Middlesex County and Suffolk County, please enter 'Middlesex County, Suffolk County' in the cell.
Project Location Census Tract	9515.03	Identify the census tract number of the project. Please visit USDOT's RAISE webpage to review a full list of census tracts by state and county or refer to the Census Bureau's TIGER Web map to identify. For example, if the most central tract is Census Tract 93.30, please enter '93.30' into the cell. The last zero may be missing from your response (e.g., 93.30 may display as 93.3). If the project is located in more than one census tract please identify the census tract in which the majority of the project is located.
Other Project Census Tracts		Identify other census tracts in which the project is located, seperated by a comma. For example, if the project is located in Census Tract 93.31, Census Tract 93.32, and Census Tract 94.03, please enter '93.31, 93.32, 94.03' into the cell.
Project Located in an Area of Persistent Poverty?	No - it is not located in area of persistent poverty	Identify if the project is located in an area of persistent poverty based on the criteria outlined in the NOFO. The list of counties and census tracts that meet this definition can be found on USDOT's RAISE webpage.
Project Located in a Historically Disadvantaged Community?	No	Identify if the project is located in a Historically Disadvantage Community based on the information outlined in the NOFO. The list of census tracts that meet this definition can be found on USDOT's RAISE website.
Project Location Zip Code	98284	Identify the 5-digit zip code of the project location. If the project is located in more than one zip codes, please identify the zip code in which the majority of the project is located.
Project Location Latitude	48.51474	Please provide the project's latitude coordinates. For projects that are not located at a single set of coordinates, please provide a centralized set of coordinates. Please use the US Census Bureau's Geocoder Tool to identify the project's coordinates.
Project Location Longitude	-122.23819	Please provide the project's longitude coordinates. For projects that are not located at a single set of coordinates, please provide a centralized set of coordinates. Please use the US Census Bureau's Geocoder Tool to identify the project's coordinates.
Project Located in a Federally-Designated Community Zone?	Opportunity Zones	Identify if the project is located in one of four Federally designated community development zones (Opportunity Zones, Empowerment Zones, Promise Zones, or Choice Neighborhoods) If yes, please describe which of the four Federally designated community development zones in which your project is located.

FY 2022 RAISE Project Information Form - All Fields Required
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Field Name	Response	Instructions
Project Type	Road - New Capacity	Identify the Primary and Secondary project type combination that most closely aligns with your project from the choices in the drop-down menu. See the "Project Types" tab in this file for further information and project type definitions.
US DOT FY22 Discretionary Application?	STPUS	If the applicant intends to submit this project to another FY 2022 USDOT discretionary grant program, please list the name of the program(s).
Other Federal Agency Assistance?	No	If this project has applied for another Federal (non-USDOT) financial assistance or capacity-building program, please list the name of the program(s).
Total Project Cost	\$24,706,000	Enter the total cost of the project . This should equal the sum of Total Federal Funding and Total Non-Federal Funding. <i>This value may not be less than the amount requested.</i>
Total Federal Funding	\$22,710,000	Enter the amount of funds committed to the project from ALL Federal sources including the proposed RAISE amount . <i>This value may not be less than the amount requested.</i> For RAISE projects designated as urban, Federal funding cannot exceed 80% of total project cost unless the project is located in a rural area, historically disadvantaged community, or an area of persistent poverty as defined in the RAISE NOFO.
Total Non-Federal Funding	\$1,996,000	Enter the amount of funds committed to the project from non-Federal sources . For RAISE projects designated as urban, the total non-Federal funding amount must be greater than or equal to 20% of the project cost unless the project is located in a rural area, a historically disadvantaged community, or an area of persistent poverty as defined in the RAISE NOFO.
Tribal Government?	No	Select "Yes" from the drop-down menu if the applicant is a Federally recognized tribal government .
Tribal Benefits?	N/A	If the applicant is not a Federally recognized tribal government , is the project located on tribal land? And if not, does it have direct tribal benefits? Answer using the drop-down menu.
Private Corporation Involvement	No	Does this project involve (a) private entity(ies) that will receive a direct and predictable financial benefit if the project is selected for award? This includes, but is not limited to, private owners of infrastructure facilities being improved and private freight shippers or carriers directly benefitting from completion of the proposed project.
Private Corporation Name(s)		If this project directly involves or benefits a specific private corporation , please list the corporation(s) separated by a comma.

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Field Name	Response	Instructions
TIFIA/RRIF?	No	Is the project currently, or does this project anticipate applying for Transportation Infrastructure Finance and Innovation Act (TIFIA) or Railroad Rehabilitation & Improvement Financing (RRIF) <u>loans</u> ?
Department Financing Program?	No	If your application is unsuccessful, would you like to be contacted about the <u>Department's financing program</u> ?



Agenda
Item No.

Date:

April 13, 2022

Subject:

Approval of Skagit County Economic
Development Grant Application for the
Jones/John Liner/Trail Rd Corridor
Projects

FROM:

Mark A. Freiburger, PE, Director of Public Works

RECOMMENDED ACTION:

Authorize Public Works Director Mark Freiburger to sign and submit a Skagit County Economic Development Grant application due April 15, 2022 for the Jones/John Liner/Trail Road Corridor Projects.

ISSUE:

Shall council authorize Public Works Director Mark Freiburger to sign and submit a Skagit County Economic Development Grant application due April 15, 2022 for the Jones/John Liner/Trail Road Corridor Projects?

BACKGROUND/SUMMARY INFORMATION:

Skagit County has issued a call for applications for the Economic Development Grant program due on April 15, 2022. Staff proposes to apply for \$500,000 in ED funding (maximum available per grant is \$500,000). Grants are to be submitted online through the County's new Gov.Service Customer portal. The proposed combination of ED, city funds and other available funds will act as a 10% local match for a planned RAISE grant due on April 14, 2022 for the Jones/John Liner/Trail Road Corridor Projects. The RAISE grant is the subject of a separate council memorandum for the April 13, 2022 council session requesting authorization to submit the RAISE grant.

In combination with the RAISE grant, this ED grant will fund a total of \$24.7 million in transportation projects to functionally complete the Corridor. Attached is a copy of the most OnePage Project Description for the corridor.

As noted in the OnePage, the City has made significant progress on completing or funding portions of the Corridor. A WSDOT Rails grant for \$850,000 has provided for design, pile driving and bridge deck and pier cap acquisition for the proposed Jones/John Liner BNSF Undercrossing, which was completed in 2021. TIB funding has allowed the city to begin the design process for the proposed signalization of the Township Street (SR 9) - John Liner/ McGarigle Road Intersection, with construction planned for 2023. A private developer has completed the North Trail Road improvements from F&S Grade Road to Jones Road. A Developer Agreement with the Bucko family will provide for design and construction of North Trail Road from Cook Road to the northern limit of the Bucko property. And council has authorized purchase of the Nelson property at 632 Cook Road that will provide the right of way to connect North Trail to the Bucko Development. A planned Memorandum of Understanding with Sedro-Woolley School District will secure the necessary right of way for the construction of the Cook/Trail Intersection Improvements, and complete the requirements of the Bucko DA for coordinating the route of North Trail through the District property and onto the Bucko plat. The value of the completed and committed segments of the route is \$7.5 million. The time is right to continue with this success and to complete the remaining elements to make the Corridor functional.

FISCAL IMPACT, IF APPROPRIATE:
PROJECT BUDGET

Project Estimated Cost.....	\$11,003,000
RAISE Grant amount anticipated.....	\$10,062,000
WSDOT RAILS Grant - secured.....	\$341,000
City Funds (REET 1 & 2.....	\$100,000
Proposed SCED Grant.....	\$500,000

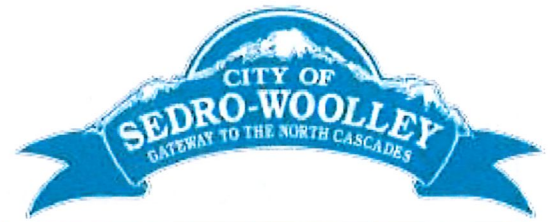
See the separate RAISE grant application memorandum for a complete analysis of the cost and funding for the Corridor Projects to be funded with this grant. If awarded by Skagit County, the ED funds will offset a portion of the \$1,256,000 commitment of local funding for the Corridor projects, notably the \$600,000 REET 1 & 2 funds allowed in this portion of the RAISE application.

ATTACHMENTS:

1. Jones Rd - John Liner Rd Trail Rd Corridor Projects One Page Project Description
2. Project C1B Jones-John Liner Rd BNSF Undercrossing & Roadway Extension

CITY OF SEDRO-WOOLLEY

JONES/JOHN LINER/TRAIL ROAD CORRIDOR PROJECTS



PROJECT DESCRIPTION

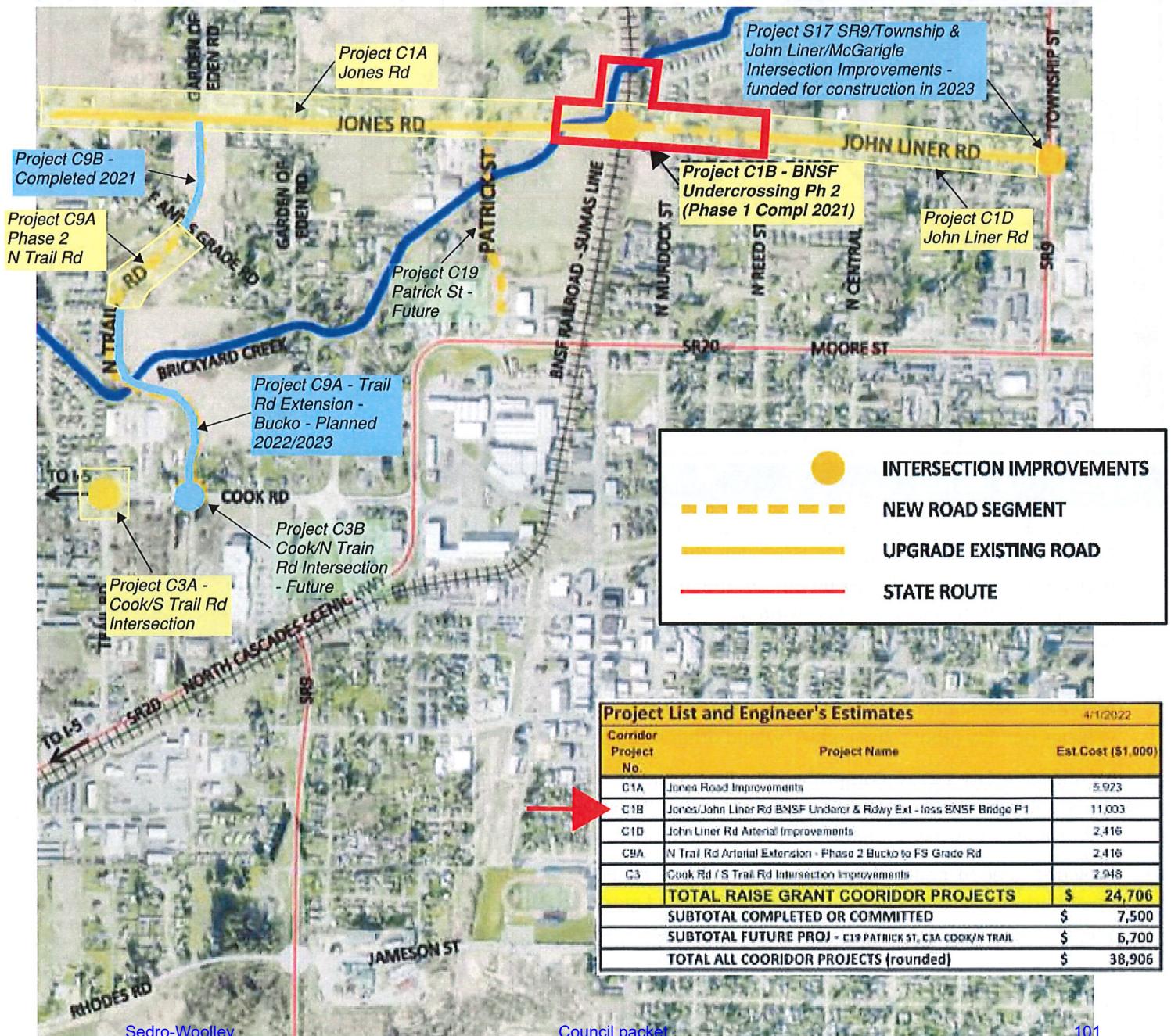
The City of Sedro-Woolley is proposing to construct a system of roadway and rail transportation improvements to stimulate economic development around the State Route (SR) 20 corridor and support the transition from the timber-based past to a modern technology based future. This corridor includes eight distinct project elements, which collectively represent the critical transportation infrastructure improvements necessary to strengthen the local transportation network and relieve congestion on SR 20, while building on significant SR20 corridor improvements completed over the past 10 years. **Total estimated project cost: \$38.9 m with \$7.5 m complete or committed.**

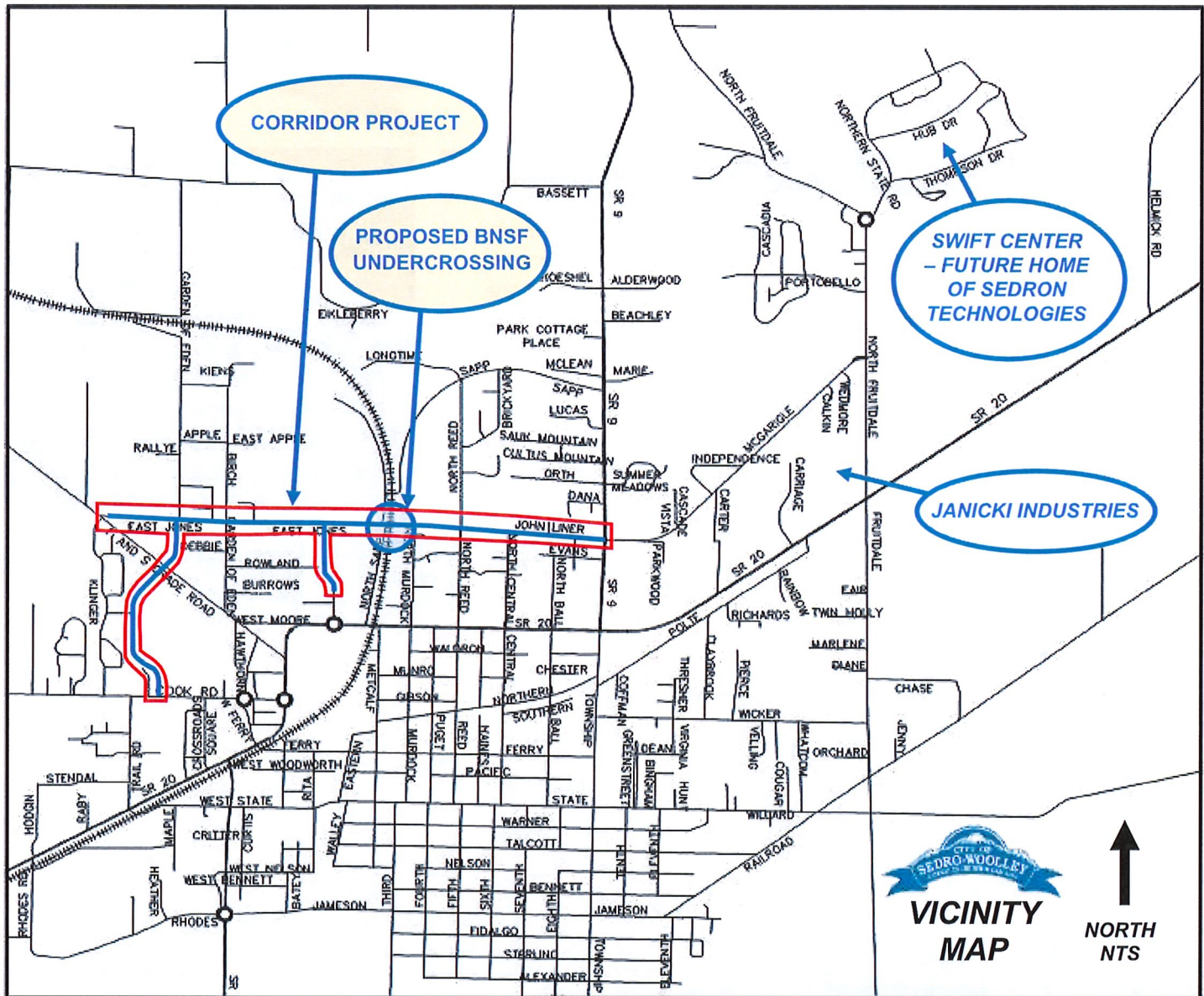
PROJECT STATUS

- Scoping Study is complete.

FUNDING STATUS

- \$7,500,000 complete or committed – Projects C1B Phase 1, C9B and S17.
- \$31,400,000 - Seeking funding for final design, RW and construction for remaining projects.





SUMMARY OF BENEFITS

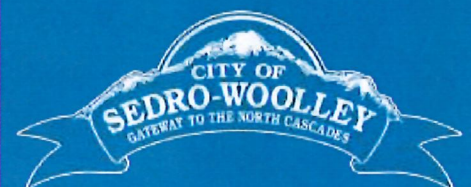
- Identified in the Sedro-Woolley Innovation for Tomorrow (SWIFT) Center EIS as required roadway improvements to mitigate for traffic impacts created by redevelopment of the former Northern States Campus. Sedron Technologies is estimating 600 to 1,000 new hi-tech jobs within the next 10 years and 96 jobs per year in following years.
- Provides key east-west corridor relieving traffic congestion on SR20 between SR9 South and SR9N-Township Street by diverting 5,200 vehicles per day (about 20%) which would otherwise use SR20.
- Identified in City's 2016 Comprehensive Plan as key program to allow for growth and development of the City for next 20 years. City growth is anticipated to occur primarily north of SR20 during this period.
- Provides needed pedestrian and non-motorized facilities to connect neighborhoods east and west of the BNSF Railroad grade.
- Adds new access and alternate routes for improved emergency response times and improved Transit and School Bus routing.
- Replaces narrow and hazardous roadway at current Sapp Road BNSF Railroad Crossing. BNSF is partnering with the city on this effort.

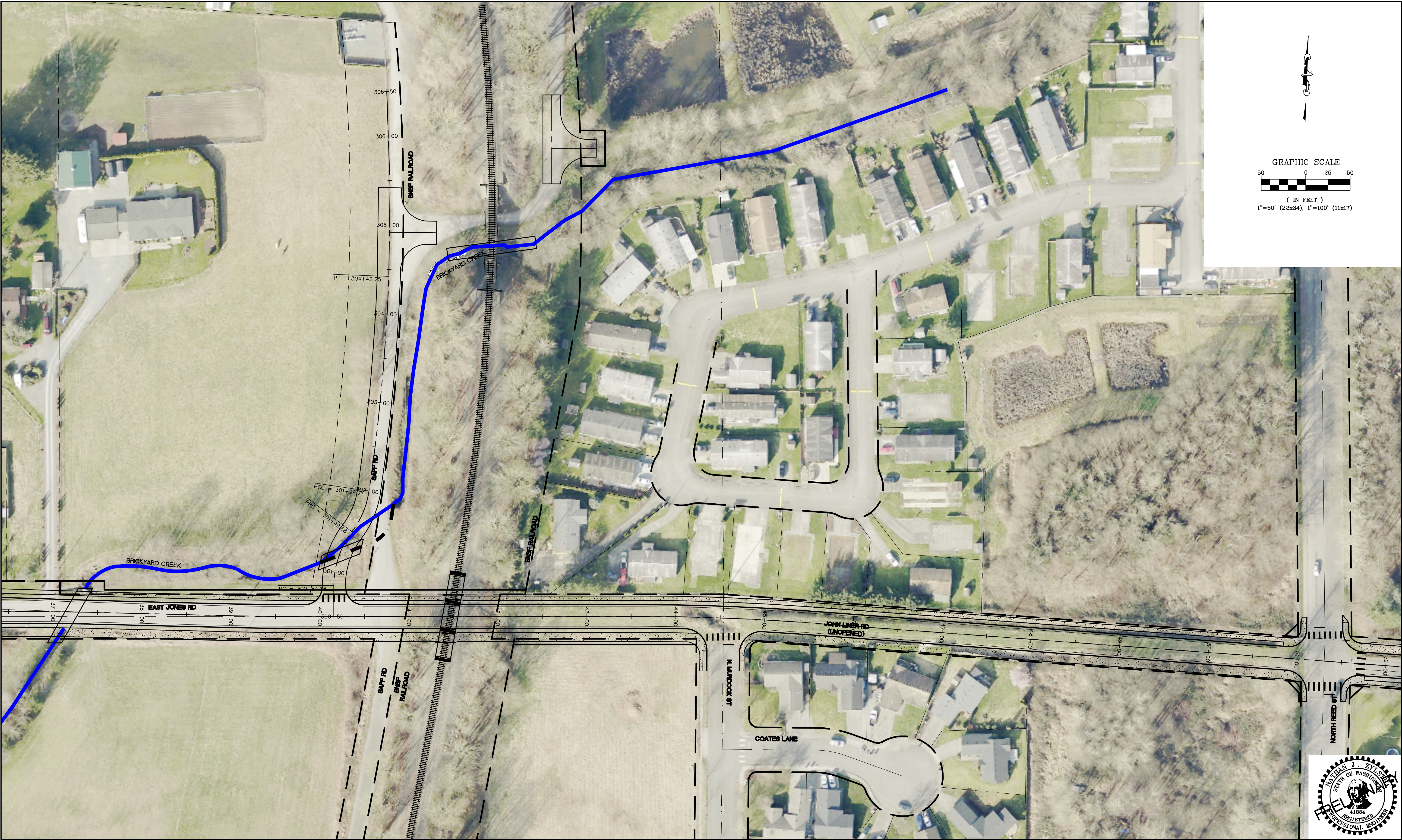
FOR MORE INFORMATION, CONTACT:

Julia Johnson
Mayor
(360) 855-3160

Charlie Bush
City Administrator
(360) 855-9921

Mark A. Freiburger, PE
Director of Public Works
(360) 855-0771





GRAPHIC SCALE
(IN FEET)
1"=50' (22x34), 1"=100' (11x17)



EXHIBIT	DESIGNED BY OAM	<div><div><div>R&E</div><div>Reichhardt & Ebe</div><div>ENGINEERING INC</div></div><div>P.O. Box 978 423 Front Street Lynden, WA 98264 (360) 354-3687</div></div>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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Agenda
Item No.

Date:

April 13, 2022

Subject:

Possible Addendum 7 to Professional
Services Agreement 2018-PS-25 with
Pacific Landscape Architecture for
Memorial Park Improvements Phase 1

FROM:

Mark A. Freiberger, PE, Director of Public Works

RECOMMENDED ACTION:

Authorize Mayor Johnson to sign Amendment 7 to Professional Services Agreement 2018-PS-25 with Pacific Landscape Architecture to increase the contract amount to \$244,110 and extend the completion date to 12/31/2022.

Authorize Public Works Director Mark Freiberger to sign Task Order 8 for final design of Memorial Park Improvements Phases 1 and 2 in the amount not to exceed \$69,110.

ISSUE:

Should Council authorize Mayor Johnson to sign Amendment 7 to Professional Services Agreement 2018-PS-25 with Pacific Landscape Architecture to increase the contract amount to \$244,110 and extend the completion date to 12/31/2022.

Should Council authorize Public Works Director Mark Freiberger to sign Task Order 8 for final design of Memorial Park Improvements Phases 1 and 2 in the amount not to exceed \$69,110.

BACKGROUND/SUMMARY INFORMATION:

The city entered into Professional Services Agreement 2018-PS-25 with Pacific Landscape Architecture on August 9, 2018 for conceptual park design at various locations within the city, including conceptual design services for Memorial Park. Several iterations for Memorial Park have followed. At this point, the Memorial Park project has been broken into Phase 1 Infrastructure, Phase 2 Playground and Phase 3 Splash Pad. The current preliminary estimate for all three phases is \$829,000. Funds committed total \$650,000, including \$600,000 ARPA funds and \$50,000 in REET 1 funds. The proposed final design and construction for Phases 1 and 2 is \$651,110. Makeup funds, if required, are available from REET Funds 1 and 2 or Fund 311 Park Impact Fee. The project will be coordinated with expected expenses for Olmsted Park, which also will utilize Fund 311 and REET funds. With the commitment of ARPA funds for the Memorial Park improvements, we are now ready to move forward with the final design.

The attached Amendment 7 to Agreement 2018-PS-25 will increase the agreement total to account for the final design work by PLA, and extend completion to 12/31/2023. Task Order 8 will also be issued to cover the PLA scope of services and fee estimate totaling \$69,110 for the work the Phase 1 and 2 work. Phase 3 Splash Pad will be a future turn key project requiring no additional consultant services. The water service and utility piping for the future splash pad is included in the Phase 1 estimate.

FISCAL IMPACT, IF APPROPRIATE:

REVENUE

ARPA Funds allocated for this project.....	\$600,000
2022 Budget 397.00.00.301.101 Parks - Memorial Park Design from REET 1....	\$50,000
Fund 311 Park Impact Fee.....	\$1,110
TOTAL PROPOSED REVENUE.....	\$651,110

EXPENSE

Construction Cost including 20% Contingency (30% Estimate).....	\$582,000
PLA Amendment 7 - Design & Construction Support	\$69,110
TOTAL EXPENSE.....	\$651.110

The above budget is based on the preliminary Engineers Estimate (30%) from 2019 plus 20% Inflation and 20% contingency. The budget will be adjusted after the project is bid. A budget amendment will be required at that time.

Amendment 7 will increase the value of Agreement 2018-PS-25 to \$244,110 as shown on the second page of the Amendment. The overall contract includes Olmsted Park and Houser Park design. Amendment 7 also revises the time for completion to 12/31/2023. This will allow time for construction phase support for the estimated 2023 construction of the project.

ATTACHMENTS:

1. Agreement 2018-PS-25 Amendment 7
2. Agreement 2018-PS-25 Task Order 8 Memorial Park Final Design
3. Memorial Park Conceptual Design Plan

AMENDMENT NO. 7

To the PROFESSIONAL SERVICES AGREEMENT No. 2018-PS-25
Dated August 10, 2018
Between The City of Sedro-Woolley, Washington
And Pacific Landscape Architecture

This Amendment revises the above contract as follows:

Section 6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B** (2018), **Exhibit B-1** (2019) and **Exhibit B-2** (2022). The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$244,110.00** without prior approval of the Director of Public Works/City Engineer.

Section 8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2023**.

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

a) Material violation of this agreement.
b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days' notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

DATED this 14th day of April 2022.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

CONTRACTOR:

Pacific Landscape Architecture

By: _____

Pacific Landscape Architecture LLC

PACIFIC LANDSCAPE ARCHITECTURE							
CONTRACT 2018-PS-22							
RECORD OF AMENDMENTS							
DATE EXECUTED				AMENDMENT \$	CONTRACT TOTAL	COST TO DATE	REMAINING
8/9/2018	CONTRACT			50,000.00	50,000.00		Task Order 1, 7
1/10/2019	Amendment 1 SWIFT Center Park Prelim Design - signed by Mayor			60,000.00	110,000.00		Task Order 2 Swift Center Park PE
1/17/2019	Amendment 2 - 2020 Rate Update - signed by PW Director			-	110,000.00		2020 Rate Update
8/15/2019	Amendment 3 - Houser Park Final Design - signed by Mayor			30,590.00	140,590.00		Task Order 3 Houser Park PE
12/11/2019	Amendment 4 - Contract Extension to 12/31/2020 - signed by PW Dir			-	140,590.00		Extends Contract Completion to 12/31/2020
12/15/2020	Amendment 5 - Contract Extension to 12/31/2022 signed by PW Dir			-	140,590.00		Extends Contract Completion to 12/31/2022
3/14/2022	Amendment 6 - Olmsted Park Final Design & CN Support - signed by City Admin			34,410.00	175,000.00		Task Order 6 Amd Olmsted Park Final Design
Pending	Amendment 7 - Memorial Park Final Design - to be signed by Mayor			69,110.00	244,110.00	\$153,624.66	Task Order 8 - Final Design Memorial Park

AMENDMENT NO. 7

To the PROFESSIONAL SERVICES AGREEMENT No. 2018-PS-25
Dated August 9, 2018
Between The City of Sedro-Woolley, Washington
And Pacific Landscape Architecture

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DATED this 14th day of April 2022.

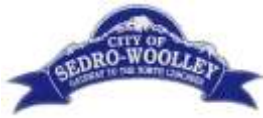
CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

CONTRACTOR:

Pacific Landscape Architecture

By: _____



TASK ORDER CITY OF SEDRO-WOOLLEY ON-CALL SERVICES

Task Order No. 2018-PS-25-TO-08

Task Title Memorial Park Final Design, Bid and Construction Phase Support Services

Consultant Pacific Landscape Architecture LLC

Consultant Contact Patricia Lenssen Phone 360-684-4295 Email plenssen@paclarch.com
nsalseina@ci.sedro-

City Contact Nathan Salseina Phone 360-661-6492 Email woolley.wa.us
Budget (BARS) 576.80.41.000.101 Professional

City Project No. _____ No. Services

Reimbursable? ☐ Yes, by _____
☐ No

DESCRIPTION OF TASK ASSIGNMENT

- ☒ Memorial Park Final Design, Bid and Construction Phase Support Services per attached Exhibit.
- ☐ _____
- ☐ _____

Site Address or Location Memorial Park, 703 Pacific, Sedro-Woolley, WA

COMPENSATION

- ☐ LUMP SUM – Compensation for services shall be a lump Sum of _____
- ☒ TIME AND MATERIAL – Compensation for these services will be on a Time and Materials basis, not to exceed \$69,110.00 without written authorization. (see attached Exhibit A)
- ☐ Approved budget attached (If applicable.)

SCHEDULE The Consultant shall complete the services described above:

- ☐ By As soon as possible
- ☒ In accordance with **Exhibit** attached hereto.

All provisions of the Agreement for On-Call Consultant Services dated August 10, 2018
and associated amendments shall be in full force and effect for this Task Order.

APPROVED

CITY OF SEDRO-WOOLLEY

By Mark A. Freiburger, PE

Signature _____

Title Director of Public Works

Date _____

CONSULTANT

By Patricia Lenssen

Signature _____

Title President

Date _____

Date: March 14, 2022
To: City of Sedro-Woolley, Washington (*"Client"*)
Mark Freiburger, PE, Director of Public Works Department
From: Patricia Lenssen, Pacific Landscape Architecture
Subject: Scope of Professional Design Services for Memorial Park Improvements, Phase 1

Basis of Proposal

This Proposal is based upon the services requested in, discussions with Sedro-Woolley Parks and Recreation Department, and the requirements provided under the Standard Agreement for Consultant Services City of Sedro-Woolley. This assignment includes the Professional Services necessary for design services for Memorial Park Renovation Phase 1 (Project), to be conducted by Patricia Lenssen, Landscape Architect (hereinafter PLA), for the City of Sedro-Woolley Parks and Recreation Department (hereinafter, Client).

PLA Project Team

Patricia Lenssen, Principal-In-Charge, PLA
Susan Willhoft, Project Manager, PLA
Danielle Johnston, PE, Wilson Engineering
Kurt Parker, LEG, Geotest

Scope of Work- General

The scope of work is for PLA to prepare construction documents for playground and park renovations required to meet the funding limit currently available; and shall include, but not be limited to landscape architecture, civil engineering, soil testing, opinion of probable cost, and construction administration. Project site facilities to be included in the Phase 1 design shall include, but not be limited to:

1. Design park renovations to meet an all-in M.A.C.C. of \$600,000.00
2. Demolition and disposal of the existing play equipment, timber barriers, other existing features to accommodate new work.
3. Provide location and border that will allow future splash pad construction south of the playground. "Stub up" utilities and sleeving for future splash pad.
4. Provide a fully functioning play-area subsurface drainage system.
5. Provide universal access to play areas.
6. Demolish and replace existing paved access walkways with new, universally accessible paving in new configuration.
7. Design a neighborhood-level age-appropriate playground for ages 2-12 in consultation with the Client's Project Manager and staff and as shown on the Memorial Park Improvements PH1, Draft Site Master Plan, February 2021. Also, meeting the following criteria.

- a) The playground shall comply with most current version of ADA, ASTM F1487, ASTM F1292, ASTM F2075, ASTM F1951. Play elements shall be determined during design.
 - b) Provide new fall surfacing and drainage system.
 - c) General locations of desired play event safe zones, and circulation of people within the playground.
8. Provide design maintaining access to the existing restroom. The future Spray Park control panel may be located in janitor closet at this restroom on weatherproof cabinet mounted on this restroom or elsewhere.
 9. Provide new play and park area rules signage for each play area zone.
 10. Provide site amenities and furnishings including, but not limited to benches, picnic tables, trash receptacles, bike racks, and dog waste station.
 11. Stormwater management BMPs for quantity and quality, based on the total amount of new and combined impervious surface below 2,000 sq. ft., to not exceed Minimum Requirements 1-5. Investigate opportunity to use adjacent existing stormwater systems.
 12. Provide a planting plan at community center terrace.
 13. Coordinate all utility service connections with utility providers, including but not limited to the City of Sedro-Woolley, Puget Sound Energy, or other utility providers.

Design Phase Deliverables

PLA proposes the following Scope of Services to accomplish this assignment:

Design Phase	Plans Details/ Sections	Spec's	Bid Form	Cost Est	Geotech Letter	Review/ Meeting Notes
60%	X			X	X	
90%	X	X	X	X		X
100%	X	X	X	X		X

TASK 1 TOPOGRAPHIC SURVEY

Detailed Topographic Survey with limits as shown on attached. This survey will be the basis of the design and construction documents and will capture utility features that may outside of the project limits for purposes of understanding existing flow directions and utility sources nearby. This project will connect to existing Pavement: Alley, Roads, Parking Lot, and Sidewalks; Buildings, Flagpoles, Light poles, and Memorials; Lawns and mature vegetation such as trees; Sewer pipes and manholes; Power; Water service; Storm pipes and catch basins/manholes

Wilson Engineering	Hours	Rate	Subtotal
Topographic Survey			X
Subtotal	1	LS	See attached fee

TASK 2 60% DESIGN PHASE

1. Geotechnical Investigation and Letter Report: Site specific investigative borings, pits, to provide opinion of soil suitability to support proposed features.
2. Plan Sheets
 - a. Title Sheet
 - b. Existing Condition Plan (Survey)
 - c. Demolition Plan
 - d. Site Plan
 - e. Pavement and Grading Plan

- f. Landscape Plan
- g. Utility Plan(s)
- 3. Project Manual (Outline, Includes draft Bid Item Descriptions)
- 4. Estimate of Probable Costs (draft bid sheet format)
- 5. Project Management

PLA 60% PHASE	Hours	Rate	Subtotal
Principal	4	\$125.00	\$500.00
Project Manager	60	\$110.00	\$6,600.00
Technical Staff	78	\$90.00	\$7,020.00
Administrative	2	\$45.00	\$90.00
Reimbursables			\$200.00
Subtotal			\$14,410.00

Wilson Engineering	Unit	Rate	Subtotal
Project Management			x
60% Documents			X
Subtotal	1	LS	See attached fee

Geotechnical	Unit	Rate	Subtotal
Geotechnical Investigation & Letter	1	LS	\$6,000.00

TASK 3 90% DESIGN PHASE

- 1. Plan Sheets
 - a. Title Sheet
 - b. Existing Condition Plan (Survey)
 - c. Demolition Plan
 - d. Site Plan
 - e. Site Furnishings Details
 - f. Pavement and Grading Plan
 - g. Paving Details and Joint Layout
 - h. Drainage Plan
 - i. Drainage Details
 - j. Landscape Plan
 - k. Landscape Details
 - l. Utility Plan(s)
- 2. Project Manual (Outline, Includes draft Bid Item Descriptions)
- 3. Estimate of Probable Costs (draft bid sheet format)
- 4. Project Management

PLA 90% PHASE	Hours	Rate	Subtotal
Principal	4	\$125.00	\$500.00
Project Manager	70	\$110.00	\$7,700.00
Technical Staff	80	\$90.00	\$7,200.00
Administrative	2	\$45.00	\$90.00
Reimbursables			\$200.00
Subtotal			\$15,690.00

Wilson Engineering	Unit	Rate	Subtotal
Project Management			x
90% Documents			X
Subtotal	1	LS	See attached fee

TASK 4 100% DESIGN PHASE

1. Package updates per comments, and documents completed for use as Bid Documents.

PLA 100% PHASE	Hours	Rate	Subtotal
Principal	4	\$125.00	\$500.00
Project Manager	24	\$110.00	\$2,640.00
Technical Staff	48	\$90.00	\$4,320.00
Administrative	2	\$45.00	\$90.00
Reimbursables			\$200.00
Subtotal			\$7,750.00

Wilson Engineering	Unit	Rate	Subtotal
Project Management			x
100% Documents			X
Subtotal	1	LS	See attached fee

TASK 5 CONSTRUCTION ADMINISTRATION

1. Review Submittals and RFI's upon request
2. Conduct two (2) site inspections and reports upon request of the Client.
3. Provide Preliminary Punch list Inspection and Prepare Report.

PLA	Hours	Rate	Subtotal
Principal	1	\$125.00	\$125.00
Project Manager	9	\$110.00	\$990.00
Technical Staff	4	\$90.00	\$360.00
Administrative	1	\$45.00	\$45.00
Reimbursables			\$200.00
Subtotal			\$1,720.00

TOTAL PROJECT DESIGN FEE

	Subtotals
PLA, 60% PHASE	\$ 6,720.00
PLA, 90% PHASE	\$ 7,860.00
PLA, 100% PHASE	\$ 7,840.00
PLA, PERMITTING/BIDDING	\$ 2,150.00
PLA, CONSTRUCTION ADMINISTRATION	\$ 4,540.00
WILSON ENGINEERING, CIVIL & TOPOGRAPHIC SURVEY	\$ 34,000.00
GEOTEST, GEOTECHNICAL FIELD STUDY & REPORT	\$ 6,000.00
PROJECT TOTAL	\$ 69,110.00

Additional Services, Excluded Services (PLA)

Specific items that are not within the scope of work/services include, but are not limited to, the following. Should PLA be required to provide services in obtaining or coordinating compilation of this information, such services shall be requested in writing and charged as Additional Services.

1. Renderings, 3D perspectives, sections, elevations, or models.
2. Stormwater management design of Minimum Requirements 6-11, requiring runoff treatment and flow control.
3. Tree Report or Vegetation Valuation.
4. Boundary resolution, verification, adjustments or setting monuments.
5. Multiple bid packages.
6. Services to reconcile boundary disputes, title discrepancies, depositions, or expert testimony.
7. Participation in pursuing LEED or SITES certification.
8. Maintenance Costs Projections
9. Noise, sound, or visual studies/analyses.
10. Attend Public Meetings
11. Permit assistance or applications
12. Attending pre-bid conference or producing Addenda

Project Meetings

Design Phase	w/Proj. Man.	w/City Staff	Public Mtg	Permits	Contractor	Notes
60%	X					Via phone conference
90%	X	X				
100%	Phone					Deliverables used for Building Permit applications
Stormwater Related	X			X		
Pre-Bid	Phone					
Precon. Meeting	Phone				X	
Construction					2	Attend 2 meetings
Prefinal Inspection					X	



City of Sedro-Woolley - Memorial Park Improvements Phase 1

Civil / Survey Scope – 3/14/22

Project Management

- Overall project management
- Review existing information
- Up to four meetings (virtual)

Survey

- Conduct Boundary and Topographic Survey
- Provide map and CAD file of finished product, including 1 foot contours
- Perform private utility locates

60% PSE's

- Prepare 60% TESC plan, notes, and details
- Prepare 60% grading and drainage plans
- Prepare 60% utility plans
- Prepare 60% civil notes and details
- Prepare 60% cost estimate

90% Plans

- Prepare 90% TESC plan, notes, and details
- Prepare 90% grading and drainage plans
- Prepare 90% utility plans
- Prepare 90% civil notes and details
- Prepare 90% civil technical specifications
- Prepare 90% cost estimate

100% Plans and Specs

- Prepare 100% TESC plan, notes, and details
- Prepare 100% grading and drainage plans
- Prepare 100% utility plans



- Prepare 100% civil notes and details
- Prepare 100% civil technical specifications
- Prepare 100% cost estimate

Assumptions:

- Site is not in special stormwater district
- City will NOT enforce infiltration infeasibility
- No stormwater treatment or flow control will be required
- A stormwater report will not be required
- Assumes any new drainage piping can connect to existing adjacent system
- No site structural is included
- Site demo / preparation plan and site dimensional plan by others
- Assumes sewer and water piping can connect to existing adjacent system
- Excludes any effort towards frontage improvements or offsite utilities / drain system
- All permitting effort by City
- No property corners will be set and a Record of Survey will not be filed

Fixed Fee \$34,000.00

Susan Willhoft

From: Kurt Parker <kurtp@geotest-inc.com>
Sent: Monday, March 14, 2022 1:20 PM
To: Susan Willhoft
Cc: Patricia Lenssen
Subject: RE: Fee request for Memorial Park Soils Work, Sedro-Woolley, WA location

Hello Susan,

Nice talking to you today. For this project I would estimate a cost of \$5,000 to \$6,000 which includes the cost of subcontracting an excavator and operator. We think that 3-4 shallow test pits will suffice for the requested soils investigation. I will deliver a formal proposal by EOB on Wednesday the 16th of March. Please feel free to reach out with any questions.

Best regards,

Kurt Parker – L.E.G. | Geotechnical Department Manager
GeoTest Services Inc. | www.geotest-inc.com
741 Marine Drive, Bellingham, WA 98225
20527 67th Ave. NE Unit A, Arlington, WA 98223
840 SE 8th Ave. Ste 102, Oak Harbor, WA 98277
360.733.7318 (O) 360.303.3390 (C) 360.733.7418 (F)

Geotechnical | Environmental | Construction Inspection | Materials Testing Services | Building Science

To properly service your project and help protect all workers, GeoTest adheres all applicable elements of Governor Inslee's Phase I Construction Restart COVID-19 Jobsite Requirements.

GeoTest's Jobsite Protocol:

- Social Distancing of 6 feet or more from others**
- Utilize prescribed PPE**
- Sanitization of GeoTest equipment and immediate surroundings as applicable**
- Remind nearby workers of Social Distancing requirements**
- Reschedule inspections if suitable Social Distancing cannot be achieved**

GeoTest has enacted these safeguards, in conjunction with Washington State requirements, throughout our company to help safeguard our staff as well as your workers.

NOTICE: This communication may contain privileged or otherwise confidential information, attached or contained within, intended solely for the use of the individual(s) to whom it was intended to be addressed. If you have received it in error or you are not the intended recipient, please advise the sender by reply email or by phone (360) 733.7318. Please immediately delete the message and any attachments without copying, disclosing, or distributing the contents. Thank you.

From: Susan Willhoft <susanwillhoft@paclarch.com>
Sent: Monday, March 14, 2022 11:18 AM
To: Kurt Parker <kurtp@geotest-inc.com>
Cc: Patricia Lenssen <plenssen@paclarch.com>
Subject: FW: Fee request for Memorial Park Soils Work, Sedro-Woolley, WA location

Hi Kurt and Staff,

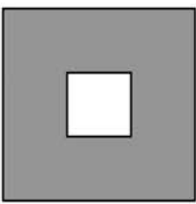
Nice to “meet” you Kurt. Sedro-Woolley typically did individual agreements with Geotest for soil investigations. (with David Lee), this time, we are asked to get a fee from you for a Council Packet. A recent project Tim did with Sedro-Woolley was a test pit at Olmsted Park in 2021. This is similar, but with up to 4 test pits. I phoned today and learned you are receiving emails from Tim’s past accounts.

I am inquiring if you are available to provide a fee for a soil investigation at Memorial Park Improvements, Phase 1. Address is next to 703 Pacific Street, Sedro-Woolley, WA. Your fee would be added to our fee proposal for City Council approval at the end of March. The actual work would be scheduled before June.

Sedro-Woolley requested this item today. If that timeline is not possible, please let me know when you could provide this.

The purpose of the soil investigation is to evaluate the suitability of the existing soils for proposed sidewalk pavements (shown dark brown) (currently existing lawn), suitability of existing soils for a playground (green mound) and future spraypark (grey below), and feasibility of infiltration of stormwater onsite. The infiltration could be dispersed to the lawn square or concentrated in a drywell, if that is possible. I imagine there would be a maximum of 4 pits.

Please call me at your earliest convenience to discuss or send a fee if you need no further information. Thank you! I have a meeting now and will be available after 1pm.



**PACIFIC
LANDSCAPE
ARCHITECTURE**

1814 Broadway
Bellingham, WA 98225
(360) 684-4295

**Memorial Park
Improvements - PH1**

Sedro-Woolley
Washington

DRAFT

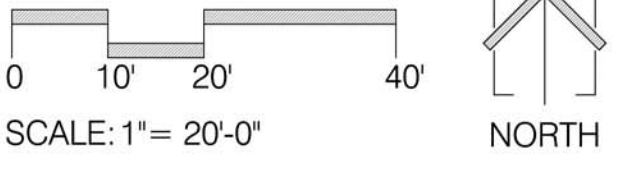


AQUATIC PLAY FEATURES

 Directional Eyeball W086	 Popp Drop™ W280	 Simple Spray™ W125	 Water Sprout™ W057
 Water Weave™ W063	 Water Flower™ W071	 Launch Pad™ W051-W	

Product photography unavailable for FIG-EPX-W17038 Fountain in a Can w/LED Light & Drain

Sedro Woolley Spray Park W17058-1-A 10,225 SQ FT Wet Play Area 171 GPM Product Photography



DESIGNED BY: PLA
DRAWN BY: PRL
Date Issue
12-11-19 30% Plans

Site
Master Plan

Sheet Number
L-1



Agenda
Item No.

Date:

April 13, 2022

Subject:

Ordinance 2006-22 Repealing Sedro-
Woolley Municipal Code Chapter 8.32
'Jumping on Moving Trains'.

FROM:

Nikki Thompson

RECOMMENDED ACTION:

Adopt Ordinance 2006-22 Repealing SWMC 8.32 'Jumping on Moving Trains.'

ISSUE:

Should the City Council repeal Chapter 8.32 of the Sedro-Woolley Municipal Code, "Jumping on Moving Trains"?

BACKGROUND/SUMMARY INFORMATION:

Chapter 8.32 SWMC has not been used by the City in decades. In addition, the conduct addressed in this Chapter is more properly addressed as criminal trespass. The Code is outdated and unnecessary. Staff recommends removal as part of ongoing efforts to clean up and modernize Code.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Ordinance 2006-22

CITY OF SEDRO WOOLLEY
Sedro Woolley, Washington

ORDINANCE NO. 2006-22

**AN ORDINANCE OF THE CITY OF SEDRO WOOLLEY,
WASHINGTON REPEALING THE SEDRO WOOLLEY
MUNICIPAL CODE CHAPTER 8.32 “JUMPING ON MOVING
TRAINS”**

WHEREAS, by Town Ordinance 19 Sedro Woolley enacted Sedro Woolley Municipal Code Chapter 8.32;

WHEREAS, officers with the Sedro Woolley police department have not had reason to use Chapter 8.32 in over twenty years;

WHEREAS, SWMC 9A.52, Criminal Trespass, would cover situations where persons illegally got aboard trains;

WHEREAS, Sedro Woolley now wishes to repeal Sedro Woolley Municipal Code Chapter 8.32;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Sedro Woolley Municipal Code Chapter 8.32 is hereby repealed.

Section 2. This ordinance shall take effect five days after publication by summary.

PASSED by the City Council and APPROVED by the Mayor of the City of Sedro Woolley, Washington, at a regular meeting thereof this _____ day of _____, 2022.

CITY OF SEDRO WOOLLEY

Julia Johnson, Mayor

APPROVED AS TO FORM:

ATTEST:

Nikki Thompson, City Attorney

Debbie Burton, City Clerk

First Reading:

Date Adopted:

Date of Publication:

Effective Date:



Agenda
Item No.

Date:

April 13, 2022

Subject:

Ordinance 2007-22 Amending Sedro-Woolley Municipal Code Chapter 8.16, 'Nuisances' to add provisions related to graffiti and noise.

FROM:

Nikki Thompson, City Attorney/Dan McIlraith, Police Lt.

RECOMMENDED ACTION:

Adopt Ordinance 2007-22 amending Sedro-Woolley Municipal Code Chapter 8.16 "Nuisances" to add provisions related to graffiti and noise.

ISSUE:

Should the City adopt Ordinance 2007-22 amending SWMC 8.16 to include graffiti and excessive noise as nuisances?

BACKGROUND/SUMMARY INFORMATION:

Recent updates to Title 9 of the SWMC removed certain prohibitions related to noise. Such prohibitions are more properly placed in Chapter 8.16, which prohibits nuisances. This Ordinance provides definitions of what constitutes nuisance noise, what is exempt from the prohibitions contained in Code, and provides for a range of penalties.

In addition, this Ordinance adds provisions declaring graffiti a nuisance and requiring abatement thereof.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Ordinance 2007-22

ORDINANCE NO. 2007-22

CITY OF SEDRO WOOLLEY, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY, WASHINGTON, RENUMBERING AND AMENDING CHAPTER 8.16 OF THE SEDRO WOOLLEY MUNICIPAL CODE ENTITLED “NUISANCE” TO INCLUDE GRAFFITI AND NOISE PROVISIONS

WHEREAS, the City of Sedro Woolley has previously adopted regulations related to nuisance as set forth in chapter 8.16 SMC; and

WHEREAS, pursuant to the authority granted under the Washington State Constitution Art. XI Sec. 11, the City of Sedro Woolley “may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws;” and

WHEREAS, the Department of Ecology in adopting regulations related to maximum environment noise levels in chapter 173-60 WAC did not usurp local governments’ authority in “regulating noise from any source as a nuisance” and “that local resolutions, ordinances, rules or regulations regulating noise on such a basis shall not be deemed inconsistent with this chapter [WAC 173-60] by the department [of Ecology]” (WAC 173-60-060); and

WHEREAS, after discussion and review of the existing provisions, the City Council desires to add provisions that regulate noise occurring during nighttime hours; and

WHEREAS, the City of Sedro Woolley and the surrounding area in Skagit County have seen a growing trend of graffiti, which constitutes the crime of malicious mischief under state law; and

WHEREAS, the approach of this ordinance is the same approach that has been tried and tested in other communities across the United States, which is to establish a requirement and process for property owners or the City to quickly remove graffiti from the community whenever it appears, including the right of property owners to notification and appeal and the right to the City to recover its removal costs; and

WHEREAS, this ordinance is necessary for the protection of public health, safety, and welfare;

WHEREAS, pursuant to IRLJ 2.2 (Infraction Rules for Courts of Limited Jurisdiction); civil infractions need not have been committed in the citing officer’s presence, therefore, the City desires to have enforcement of the regulations related to nuisance noise during nighttime hours be established on a complaint-based system;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 8.16 of the Sedro Woolley Municipal Code titled “Nuisance”, is hereby renumbered and amended to read as follows:

Sections:

8.16.010	Definitions.
8.16.020	Types of nuisances.
8.16.030	Prohibited conduct.
8.16.040	Violations—Penalties.
8.16.050	Graffiti deemed nuisance.
8.16.060	Notice of removal.
8.16.070	City costs enforceable debt – Lien.
8.16.080	Graffiti appeal.
8.16.090	Removal by city.
8.16.100	Excessive noise deemed nuisance.
8.16.110	Excessive noise exemptions.
8.16.120	Excessive noise infraction.
8.16.130	Excessive noise misdemeanor.
8.16.140	Excessive noise enforcement.
8.16.150	Excessive noise separate offenses.
8.16.160	Evidence in excessive noise proceedings.
8.16.170	Severability.

8.16.010 Definitions.

The words and phrases used in this chapter, unless the context otherwise indicates, shall have the following meanings:

- A. “Abate” means to take steps deemed necessary by the director, including but not limited to rehabilitation, demolition, removal, replacement, or repair, in the interest of the general health, safety, and welfare of the community.
- B. “Building materials” means and includes lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing material, cans of paint and similar materials.
- C. “Director” shall include, but not be limited to, the city: building official, police chief, fire chief, public works director, finance director, and planning director or other city official charged with the enforcement of a particular portion of the Sedro-Woolley Municipal Code. The director of a department may designate an individual or individuals to act in his or her stead.
- D. “Graffiti” means the defacing, damaging or destroying by spraying of paint or marking of ink, chalk, dye or other similar substances on public or private buildings, structures, and places.

E. “Graffiti abatement procedure” means the abatement procedure which identifies graffiti, issues notice to the landowner to abate the graffiti, and cures in absence of response.

F. “Hearing Examiner” means the City of Sedro-Woolley hearing examiner and the office thereof pursuant to SWMC 2.34.

G. “Owner” means entity or entities having a legal or equitable interest in real or personal property, including but not limited to, any structure, fence, wall, sign, or any separate part thereof, whether permanent or not.

H. “Premises” means any building, lot, parcel, real estate, land, or portion of land whether improved or unimproved, including adjacent sidewalks and parking strips.

I. “Private contractor” means any person with whom the city shall have duly contracted to remove graffiti.

J. “Property” means any object of value that a person may lawfully acquire and hold, including real or personal property and that which is affixed, incidental, or appurtenant to real property, including but not limited to any structure, fence, wall, sign, or any separate part thereof, whether permanent or not.

K. “Public disturbance noise” shall mean the following sources of sound unless exempted by SWMC 8.16.110.

1. Frequent, repetitive or continuous sound from any horn or siren attached to a motor vehicle except as a warning of danger or specifically permitted or required by law;

2. Frequent, repetitive or continuous sound in connection with the starting, operating, repairing, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle, or internal combustion engine in any residential zone which unreasonably interferes with the peace, comfort and repose of owners or occupants of real property in the residential zone;

3. Loud or raucous sound from any activity which unreasonably interferes with the operation of any school, church, hospital, sanitarium or nursing or convalescent facility;

4. Frequent, repetitive or continuous sound which emanates from a building, structure or property, and created by musical instrument, whistle, sound amplifier, stereo, jukebox, radio, television or other device capable of reproducing or creating sound, such as sounds originating from a band session, tavern operation or commercial sales lot which unreasonably interferes with the peace, comfort and repose of owners or occupants of nearby property;

5. Sound from a motor vehicle audio sound system, such as a radio, tape player or compact disc player, when the volume is such that the sound can be clearly heard by a person of normal hearing at a distance of more than fifty (50) feet from the vehicle itself;

6. Sound from carried or transported portable audio sound equipment, such as a radio, tape player or compact disc player, when the volume is such that the sound can be clearly

heard by a person of normal hearing at a distance of more than fifty (50) feet from the source of the sound;

7. Frequent, repetitive or continuous sound which emanates from a residence structure or property, and created by audio sound equipment, musical instruments or social gatherings which unreasonably interferes with the peace, comfort and repose of owners or occupants of neighboring residential properties;

8. Sound from squealing or screeching of motor vehicle tires in contact with the ground or other roadway surface because of rapid acceleration, braking or excessive speed around corners except such sounds which arise from actions to avoid danger;

9. Sound originating from a motor vehicle on the public highway when the vehicle is operated without a muffler in good working order and in accordance with applicable laws and regulations;

10. Sound from yelling, shouting, hooting, whistling or singing on or near the public streets occurring between the hours of 11:00 p.m. and 7:00 a.m. which unreasonably interferes with the peace, comfort and repose of owners or occupants of real property;

11. Sound originating from residential real property relating to temporary projects for the maintenance or repair of homes, grounds or appurtenances, including sounds from hammering, power lawnmowers, power hand tools, snow removal equipment and the like when the same occurs between the hours of 9:00 p.m. and 7:00 a.m. weekdays and 9:00 p.m. and 9:00 a.m. on weekends and legal holidays;

12. Sounds originating from construction sites and activities, including but not limited to sounds from staging (on and near the construction site) and the warming up and operation of heavy construction equipment, power tools and hammering between the hours of 9:00 p.m. and 7:00 a.m. weekdays and 9:00 p.m. and 9:00 a.m. on weekends and legal holidays, except such sounds which arise from emergency construction work to protect public or personal health and safety;

13. Continuing and/or ongoing sounds from nonemergency motor vehicles or other motorized or nonmotorized equipment such as leaf blowers, sweepers, or the like, audible more than twenty-five (25) feet away from the vehicle or other noise emitting source located on or in the vicinity of residential property which occurs in the presence of a commissioned police officer or which sounds reasonably cause the annoyance or disturbance of two (2) or more neighbors not residing at the same address, due to the ongoing or repetitive nature of the sounds, during the hours described below shall be presumed to be public disturbance noise. The two (2) complaints must be received by the Police Department within twenty-four (24) hours from the time the noise occurred in order for an enforcement action to proceed.

For the purposes hereof, the sounds generally described above occurring after 10:00 p.m. at night or before 7:00 a.m. on any day of the week shall be presumed to be a public disturbance except for noises that occur between the hours of 6:00 a.m. and 7:00 a.m., if the business is open to the

public during that time, and it occurs in the course of normal, reasonable, and essential business activities to service retail customers present during that time. Further provided, that the presumption of a public disturbance noise occurring between the hours of 10:00 p.m. at night or before 7:00 a.m. shall only be rebutted upon a showing before the adjudicatory body that the noise was caused by circumstances of an unforeseen and emergency nature.

L. “Responsible person or party” means any agent, lessee, owner, or other person acting as an agent for the owner by agreement, who is occupying or having authority or control of any property or premises or is responsible for the property’s maintenance or management. Irrespective of any arrangement to the contrary with any other party, each owner shall always be a responsible party for purposes of this chapter. There may be more than one responsible party for a particular property. (Ord. 1003 § 1, 1984)

8.16.020 Types of nuisances.

Each of the following conditions, unless otherwise permitted by law, is declared to constitute a public nuisance, and whenever the director determines that any of these conditions exist upon any premises the director may require or provide for the abatement thereof pursuant to this chapter:

- A. The existence of any weeds, trash, dirt, filth, the carcass of any animal, waste shrubs, accumulations of lawn or yard trimmings or any offensive matter;
- B. The existence of any dead, diseased, infested or dying tree that may constitute a danger to property or persons;
- C. The existence of any tree, shrub or foliage, unless by consent of the city, which is apt to destroy, impair, interfere or restrict:
 - 1. Streets, sidewalks, sewers, utilities or other public improvements,
 - 2. Visibility on, or free use of, or access to such improvement;
- D. The existence of any vines or climbing plants growing into or over any street, public hydrant, pole or electrolier, or the existence of any shrub, vine or plant growing on, around or in front of any hydrant, standpipe, sprinkler system connection or any other appliance or facility provided for fire protection purposes in such a way as to obscure the view thereof or impair the access thereto;
- E. The existence of any accumulation of materials or objects in a location when the same endangers property, safety or constitutes a fire hazard;
- F. The existence of a sidewalk or portion of a sidewalk adjacent to any premises which is out of repair, and in a condition to endanger persons or property, or in a condition to interfere with the public convenience in the use of such sidewalk;

- G. The existence of caterpillar infestations;
- H. The existence of fruit fly infestation, moths, rust, or other tree diseases;
- I. The burning or disposal of refuse, sawdust, or any material;
- J. The existence of any obstruction to a street, alley, crossing or sidewalk, which is by ordinance prohibited, or which is made without lawful permission, or which, having been made by lawful permission, is kept and maintained after the purpose thereof has been accomplished, and for an unreasonable length of time;
- K. The erecting, maintaining, using, placing, depositing, leaving or permitting to be or remain in or upon any private lot, building, structure, or premises, or in or upon any street, alley, sidewalk, park, parkway, or other public or private place in the city, any one or more of the following disorderly, disturbing, unsafe, unhealthy, unsanitary, fly-producing, rat-harboring, disease-causing places, conditions, or objects:
1. Any putrid, unhealthy or unwholesome bones, meat hides, skins, the whole or any part of any dead animal, fish, or fowl, or waste parts of fish, vegetable or animal matter in any quantity; but nothing herein shall prevent the temporary retention of waste in approved covered receptacles,
 2. Any vaults, cesspools, sumps, pits or like places which are not securely protected from flies and rats, or which are foul or malodorous,
 3. Any pools of standing water created by irrigation of private property that could serve as breeding areas for rats, flies, or mosquitoes,
 4. Any filthy, littered or trash-covered dwellings, cellars, house yards, barnyards, stable yards, factory yards, vacant areas in the rear of stores, vacant lots, houses, buildings, or premises,
 5. Any animal manure in any quantity which is not securely protected from flies or weather conditions, or which is kept or handled in violation of any ordinance of the city,
 6. Any poison oak or poison ivy, Russian thistle, or other noxious weeds, whether growing or otherwise; but nothing herein shall prevent the temporary retention of such weeds in approved covered receptacles,
 7. Any grass, weeds, shrubs, bushes, trees or vegetation growing or which has grown and died upon any property and are a fire hazard or a menace to public health, safety or welfare,

8. Any bottles, cans, glass, ashes, small pieces of scrap iron, wire, metal articles, bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster and all such trash, or abandoned material, unless it is kept in approved covered bins or receptacles,

9. Any trash, litter, rags, accumulations or empty barrels, boxes, crates, packing cases, mattresses, bedding, excelsior, packing hay, straw or other packing material, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, or anything whatsoever in which flies or rats may breed and multiply or which may be a fire hazard;

L. The depositing or burning or causing to be deposited or burned in any street, alley, sidewalk, park, parkway, or other public place which is open to travel, any hay, straw, paper, wood, boards, boxes, leaves, manure, or other rubbish or material;

M. The storage or keeping on any premises for more than thirty days of any used or unused building materials, without a special permit from the building official; provided, that nothing herein shall:

1. Prohibit such storage without a permit when done in conjunction with a construction project for which a building permit has been issued and which is being prosecuted diligently to completion,

2. Prohibit such storage without a permit on the premises of a bona fide lumber yard, dealer in building materials or other commercial enterprise when the same is permitted under the zoning ordinance and other applicable ordinances,

3. Make lawful any such storage or keeping when it is prohibited by other ordinances or laws;

N. The existence of any pits, cesspools, privy vaults, potholes or holes which would endanger safety;

O. The existence of any condition which would produce dust or noxious odors; provided, that nothing herein shall be prohibited when done in conjunction with a construction project for which a building permit has been issued and is being prosecuted diligently to completion. However, the contractor or owner will be responsible for dust control throughout his development area;

P. The existence of any fence or other structure or thing on private property abutting or fronting upon any public street, sidewalk, or place which is in a sagging, leaning, fallen, decayed or other dilapidated or unsafe condition;

Q. The existence or maintenance on any premises of a storage area, junk yard or dumping ground for the wrecking or disassembling of automobiles, trucks, trailers, recreational vehicles, boats, tractors or other vehicle or machinery of any kind, or for the storing or leaving of worn

out, wrecked, inoperative, or abandoned automobiles, trucks, trailers, recreational vehicles, boats, tractors or other vehicle or machinery of any kind or of any parts thereof;

R. The existence of any drainage onto or over any sidewalk, public pedestrian way, street or alley;

S. The existence on any premises, in a place accessible to children, of any unattended and/or discarded icebox, refrigerator or other large appliance. (Ord. 1003 § 2, 1984)

T. The existence or maintenance of graffiti, and other defacement of public and private property, including walls, rocks, bridges, buildings, fences, gates, vehicles, signs, road surfaces and other structures, trees, and all other real and personal property within the city.

U. Causing or allowing any other nuisance as defined in this section or other provision of the Snohomish Municipal Code.

The acts declared to be a nuisance by this chapter shall not be construed to be exhaustive; and nothing in this chapter is intended to limit the city from pursuing actions of a civil or criminal nature involving a nuisance from time to time when otherwise permitted by law.

8.16.030 Prohibited conduct.

It is unlawful for any responsible person or owner to create, permit, maintain, suffer, carry on or allow, upon any premises, any of the acts or things declared by this chapter to be a public nuisance. (Ord. 1003 § 3, 1984)

8.16.040 Violations—Penalties.

Any person violating or failing to comply with any of the provisions of Sections 8.16.020 and 8.16.030 shall be subject to the enforcement provisions contained in Title 18, Code Enforcement. (Ord. 1670-10 § 8, 2010)

8.16.050 Graffiti deemed nuisance.

A. The city council finds and declares that graffiti, and other defacement of public and private property, including walls, rocks, bridges, buildings, fences, gates, vehicles, signs, road surfaces and other structures, trees, and all other real and personal property within the city constitutes a nuisance.

B. The city council further finds that although it is appropriate, where possible, to request that the courts require people who are convicted of acts of defacement and vandalism involving application of graffiti to public or private property to restore the property so defaced, damaged, or destroyed, obtaining convictions for such acts is difficult because the offenses involved can be committed so very quickly and secretly that witnesses to the acts are frequently nonexistent.

C. The city council further finds that although the public should be encouraged to cooperate in the elimination of graffiti by reporting the same to the proper authorities, it is also important to eliminate the presence of graffiti from the community so that the product of the illegal acts of those involved in application of graffiti is not visible, and the property on which the graffiti is located and surrounding properties do not suffer diminution of value.

8.16.060 Notice of removal.

A. Whenever the city of Sedro-Woolley or the city's designated representative determines that graffiti exists on any public or private buildings, structures, and places which are visible to any person utilizing any public road, parkway, alley, sidewalk or other right-of-way within the city, the city or the city's designated representative shall cause a notice to be issued to abate such nuisance. The property owner or responsible party shall have fifteen (15) calendar days after the date of the notice to remove the graffiti or the same will be subject to abatement by the city. Any property located in the city of Sedro-Woolley that contains graffiti is in violation of this chapter and subject to its remedies

B. The Notice to Abate Graffiti pursuant to this section shall be in writing and shall be served upon the owner or responsible party of the affected premises, as such owner's name and address appears on the last property tax assessment rolls of Skagit County, Washington. If there is no known address for the owner or responsible party, the notice shall be sent in care of the property address. The notice required by this section may be served in any one of the following manners:

1. Personal service upon the owner or responsible party; or
2. Registered or certified mail addressed to the owner or responsible party at the last known address of said owner or responsible party. If this address is unknown, the notice will be sent to the property address.

C. The Notice to Abate Graffiti shall include a general description of the graffiti and the necessary corrective actions to abate the graffiti, and shall be substantially in the following form:

NOTICE TO ABATE GRAFFITI

Date:

To:

NOTICE IS HEREBY GIVEN that you are required, by ordinance of the City of Sedro-Woolley, Washington, at your own expense, to remove or paint over graffiti located on the property commonly known as [insert street address], Sedro-Woolley, Washington, which is visible to public view, within fifteen (15) calendar days after the date of this notice. IN THE EVENT YOU FAIL TO DO SO, the City shall cause the nuisance to be abated at your expense by removal or painting over of the graffiti. The cost of abatement by the City or private contractors employed by the City to

abate the nuisance will be assessed against your property and such costs will constitute a lien upon the land until paid.

Within ten (10) calendar days of the date of mailing or personal service of the Notice to Abate Graffiti, the property owner or responsible party may appeal the matter to the Sedro-Woolley hearing examiner by filing a written notice of appeal with the **Chief of Police, Sedro-Woolley Police Department, 325 Metcalf Street, Sedro-Woolley, WA 98284**. The filing of an appeal will stay, during the pendency of the appeal, any enforcement or actions by the city to abate the graffiti nuisance.

If no timely appeal to the Notice to Abate Graffiti is received the City will, at the conclusion of the fifteen (15) calendar day period, proceed with abatement of the graffiti inscribed on your property at your expense and without further notice.

8.16.070 City costs enforceable debt – Lien.

Any and all costs incurred by the city in the abatement of the graffiti nuisance as provided in this chapter shall constitute a debt owed to the city by the property owner or responsible party, and shall be enforceable as a lien against the property upon which such nuisance existed, in addition to the other legal remedies available for enforcement of debts.

8.16.080 Graffiti appeal.

A. **Time for Appeal.** Within ten (10) calendar days of the date of mailing or personal service of the Notice to Abate Graffiti, the property owner or responsible party affected may appeal the matter to the Sedro-Woolley Hearing Examiner by filing a written notice of appeal with the **Chief of Police, Sedro-Woolley Police Department, 325 Metcalf Street, Sedro-Woolley, WA 98284**. The timely filing of an appeal will stay, during the pendency of the appeal, any enforcement or actions by the city to abate the graffiti nuisance.

B. **Appeal to Be Heard by City's Hearing Examiner.** A timely filed appeal will be heard by the city's hearing examiner as established by SWMC [2.34](#), following procedures set in SWMC [18.15.040](#). Any appeal of the director's action may be affirmed, reversed or modified in the hearing examiner's final order. The decision of the hearing examiner shall be a final order and the appellant and the director shall be bound thereby unless, within twenty-one days from the date of the issuance of the hearing examiner's final order, a person with standing to appeal files a petition to the superior court. The cost for the transcription of all records ordered certified by the superior court for such review shall be borne by the appellant.

8.16.090 Removal by city.

A. Upon failure of persons to comply with the Notice to Abate Graffiti by the designated date, or such continued date thereafter as the city or the city's designated representative approves, the city or the city's designated representative is authorized and directed to cause the graffiti to be abated by city forces or by private contract, and the city or its private contractor is expressly authorized to enter upon the premises for such purposes. All reasonable efforts to

minimize damage from such entry shall be taken by the city, and any paint used to obliterate or cover graffiti shall be as close as practicable to background color(s). If the city's designated representative provides for the removal of the graffiti, she/he shall not authorize nor undertake to provide for the painting or repair or any more extensive area than the area where the graffiti is located.

B. Property owners or responsible parties in the City of Sedro-Woolley may consent in advance to city entry onto private property for graffiti removal purposes.

C. The City is authorized to use public funds for removal of graffiti, or for painting and repair of graffiti, but shall not be authorized or undertake to provide for the painting or repair of any more extensive area than that where the graffiti is located, unless it is determined in writing that a more extensive area is required to be repainted or repaired in order to avoid an aesthetic disfigurement to the neighborhood or community, or unless the property owner or responsible party agrees to pay for the costs of repainting or repairing the more extensive area. All aspects of graffiti removal are at the discretion of the City including, but not limited to, the method of and material used for repair.

The provisions of this chapter are to be considered separate and severable. If any clause, sentence, paragraph, section, subsection, or portion of this chapter, or the application thereof, to any person or circumstance, is held to be invalid, it shall not affect the validity of the remainder of this chapter, or the validity of its application to other persons or circumstances.

8.16.100 Excessive noise deemed nuisance.

A. The city council finds and declares that excessive noise within the city constitutes a nuisance.

B. The city council further finds that minimizing the exposure of citizens to the physiological and psychological effects of excessive noise protects, promotes, and preserves the public health, safety, and general welfare.

C. The city council further finds that controlling the level of noise promotes the use, value, and enjoyment of property, sleep and repose, commerce, and the quality of the environment.

8.16.110 Excessive noise exemptions.

Though the following sources of sound may fall within the definitions of a "public disturbance noise" as defined in the previous section, the following sounds shall be exempt and shall not be public disturbance noise:

A. Noise originating from aircraft in flight, and sounds which originate in airports and are directly related to flight operations;

B. Noise created by safety and protective devices, such as relief valves where noise suppression would defeat the safety relief intent of the device;

- C. Noise created by fire or security alarms, or noise created by emergency equipment;
- D. Noise created by auxiliary equipment on motor vehicles used for highway maintenance;
- E. Noise created by a special event as defined in and regulated by Chapter 12.44 of the SWMC so long as the event is in compliance with the terms and conditions of its special event permit;
- F. Noise created by natural phenomenon;
- G. Noise created by public utility facilities including electrical substations;
- H. Noise created from school marching bands while practicing;
- I. Noise created by bells, chimes or carillon not operated for more than five (5) minutes in any one (1) hour from the hours of 7:00 a.m. to 10:00 p.m., but not including such noise as is artificially created and amplified and broadcast via loudspeaker;
- J. Noise created by the operation of equipment or facilities of surface carriers engaged in commerce by railroad; and
- K. Noise originating from construction sites and activities for a city, state, or federal public works or emergency repair project.

8.16.120 Excessive noise infraction.

- A. Any person to cause a nonexempt public disturbance noise as defined by this chapter; or
- B. Any person who allows to be emitted a nonexempt public disturbance noise as defined by this chapter from a property, facility, business, or building managed or controlled by such person.

The public disturbance noise prohibitions as defined in SWMC 8.16.100 constitute a civil infraction and need not occur in the citing officer's presence to be enforced pursuant to IRLJ 2.2, as hereby adopted by reference as currently enacted, or as hereafter amended, and shall be given the same force and effect as if set forth herein in full.

8.16.130 Excessive noise misdemeanor.

- A. Any person to cause four (4) or more nonexempt public disturbances in a six (6) month period as defined by this chapter.
- B. Any person who allows to be emitted in a six (6) month period four (4) or more nonexempt public disturbance noises as defined by this chapter from a property, facility, business, or building managed or controlled by such person.

The public disturbance noise prohibitions as defined in SWMC constitute a misdemeanor if 4 or more violations occur within a six (6) month period and need not occur in the citing officer's

presence to be enforced pursuant to CrRLJ 2.1, as hereby adopted by reference as currently enacted, or as hereafter amended, and shall be given the same force and effect as if set forth herein in full.

8.16.140 Excessive noise enforcement.

Where this chapter defines “public disturbance noise” as sound unreasonably interfering with the peace, comfort and repose of owners or possessors of real property or neighboring property, only after a complaint has been made by such a person, except for public disturbance noise as defined by SWMC 8.16.010(K)(13) which requires two (2) complaints to be made, may the Police Department issue a civil infraction notice. However, nothing herein precludes the Police Department from issuing a civil infraction notice should the “public disturbance noise” occur in the presence of a commissioned police officer.

In all other instances of a “public disturbance noise” a civil infraction notice may be issued without a complaint.

8.16.150 Excessive noise separate offenses.

For enforcement purposes, sound emitted during separate days shall be deemed a separate violation. A day is a twenty-four (24) hour period beginning at 12:01 a.m.

8.16.160 Evidence in excessive noise proceedings.

In any proceeding under this chapter, evidence of sound level through the use of sound level meter readings shall not be necessary to establish commission of the violation.

8.16.170 Severability.

Should any provision of this chapter or of any section of this chapter be held invalid, the remainder of the section and/or this chapter shall not be affected

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any section, sentence, clause or phrase of this Ordinance.

Section 5. Effective date. This Ordinance shall take effect five days after its publication by summary.

Passed by the City Council and approved by the Mayor of the City of Sedro Woolley Washington at a regular meeting thereof this _____ day of _____, 2022.

Julia Johnson, Mayor

APPROVED AS TO FORM:

ATTEST:

Nikki Thompson, City Attorney

Debbie Burton, City Clerk

First Reading:
Date Adopted:
Date of Publication:
Effective Date:



Agenda
Item No.

Date:

April 13, 2022

Subject:

Ordinance No. 2008-22: Adding a
collections on delinquent utility
accounts provision including write off
of uncollectible debts

FROM:

Nikki Thompson, City Attorney

RECOMMENDED ACTION:

Adopt Ordinance No. 2008-22 as presented.

ISSUE:

At this time, the City has no procedures or means that allow the finance department to collect delinquent utility accounts.

BACKGROUND/SUMMARY INFORMATION:

This ordinance amendment allows the finance director or designee to collect on delinquent utility accounts, consistent with state law. Additionally, the ordinance allows the director to write off debt that is otherwise uncollectable at a threshold of \$2,000.00. These provisions will apply to all utility accounts.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Ordinance amending Ch. 3.80 to include collections and write offs of delinquent accounts

ORDINANCE NO. [REDACTED]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY, WASHINGTON, AMENDING CHAPTER 3.80 OF THE SEDRO WOOLLEY MUNICIPAL CODE ENTITLED “PRIORITY OF PAYMENTS TO CITY UTILITY ACCOUNTS” TO INCLUDE PROVISIONS ALLOWING THE CITY TO COLLECT DELINQUENT UTILITY ACCOUNTS AND THE ABILITY TO WRITE OFF DELINQUENT UTILITY ACCOUNTS

WHEREAS, RCW 19.16.500 authorizes cities, subject to certain procedural requirements, to retain collection agencies for the purpose of collecting outstanding accounts receivables; and

WHEREAS, SMC 3.80.010 provides for the priority of payments to city utility accounts; and

WHEREAS, the City of Sedro-Woolley has no means of collecting on delinquent utility accounts in its Municipal Code; and

WHEREAS, the City of Sedro-Woolley recognizes that some utility account debts may be found to be uncollectable; and

WHEREAS, the City Council desires to add provisions to a new SWM Chapter 3.80 to allow the Finance Director to refer delinquent accounts to collection agencies and for the payment of certain costs primarily associated with collection by debtors in regards to City utilities and the ability to write-off certain accounts receivables if found to be uncollectable; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 3.80 of the Sedro Woolley Municipal Code titled “Priority of payments to city utility accounts”, is hereby amended to read as follows:

Chapter 3.80

PRIORITY OF PAYMENTS TO CITY UTILITY ACCOUNTS

Sections:

- 3.80.010 Priority of payments to city utility accounts
- 3.80.020 Collection of delinquent utility accounts
- 3.80.030 Write off of delinquent utility accounts

3.80.010 Priority of Payments to City Utility Accounts. Payments received by the city shall be applied in the following order of priority:

- A. Outstanding late charges (penalties and costs of collection);
- B. Outstanding interest;
- C. Utility taxes;
- D. Solid waste charges;
- E. Stormwater utility charges;
- F. Sewer charges

3.80.020 Collection of delinquent utility accounts.

- (1) The finance director, or his or her designee, is hereby authorized to assign debts owed to the city to a collection agency for the collection thereof. In all instances where a debt is so assigned, all reasonable costs involved in the collection of the debt through use of the collection agency are costs that shall be added to and included in the debt to be paid by the debtor. As used in this chapter, debts owed to the city include, but are not limited to, the following: past due utility accounts, fines, assessments, taxes, permit and license fees and charges, notes and contracts receivable, miscellaneous billings, penalties, interest, and any other charge or account receivable whatsoever nature legally imposed by or owing to the city.
- (2) Whenever this code or an ordinance or regulation of the city provides that a person is to pay a certain fee or charge, in the event of nonpayment for 30 days after the amount is due and owing, such person shall also pay the city's reasonable costs of collection and 10 percent per annum interest on the delinquent amount. The collection costs and interest will be added to the original amount due which will not be considered paid until the new total is paid in full.
- (3) Accounts referred to collection shall be only after written notice has been given to the account holder at his/her last known address by certified mail, return receipt requested, and by regular mail, postage prepaid 30 days in advance of the referral to collection.

3.80.030 Write off of delinquent accounts. The finance director, or designee, shall have the authority to write off any utility account debt that is over two years old in an amount not to exceed \$2,000 per account. This write-off option shall be utilized only after it has been determined by the finance director or designee that there is no cost-effective means of collecting the account and a collection agency has been unsuccessful in collecting the debt.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any section, sentence, clause or phrase of this Ordinance.

Section 3. Effective date. This Ordinance shall take effect five days after its publication by summary.

Passed by the City Council and approved by the Mayor of the City of Sedro Woolley Washington at a regular meeting thereof this _____ day of _____, 2022.

Julia Johnson, Mayor

APPROVED AS TO FORM:

ATTEST:

Nikki Thompson, City Attorney

Debbie Burton, City Clerk

First Reading:
Date Adopted:
Date of Publication:
Effective Date:



Agenda
Item No.

Date:

April 13, 2022

Subject:

Fire Department Monthly Data

FROM:

RECOMMENDED ACTION:

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

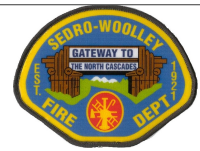
ATTACHMENTS:

1. Incident Types March 2022
2. Transports by SWFD March 2022
3. Incident Count by Zone -March 2022

Sedro-Woolley Fire Department

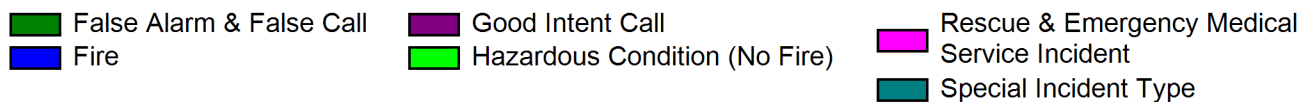
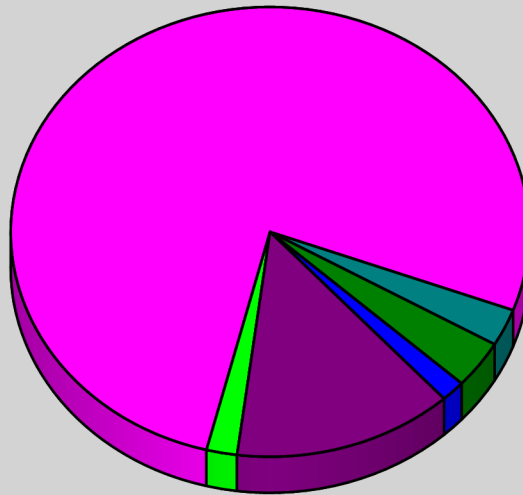
Sedro-Woolley, WA

This report was generated on 4/4/2022 1:37:25 PM



Major Incident Types by Month for Date Range

Start Date: 03/01/2022 | End Date: 03/31/2022



INCIDENT TYPE	MAR	TOTAL
False Alarm & False Call	9	9
Fire	4	4
Good Intent Call	36	36
Hazardous Condition (No Fire)	5	5
Rescue & Emergency Medical Service Incident	201	201
Special Incident Type	7	7
Total	262	262

Only REVIEWED incidents included

Custom ▾

Mar 1, 2022 - Mar 31, 2022 ▾

126

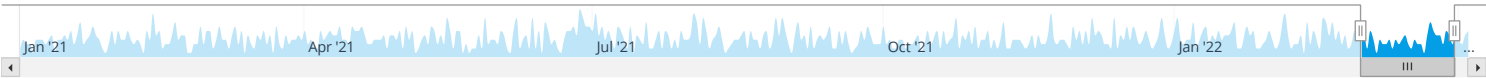
RECORDS

In Selected Time Slice

31

DAYS

In Selected Time Slice



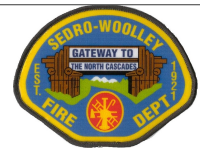
Counts % Rows % Columns % All

Week Ending	3/6/22	3/13/22	3/20/22	3/27/22	4/3/22	4/10/22	4/17/22	4/24/22	5/1/22	5/8/22	5/15/22	5/22/22	5/29/22	Total
Air lift			1											1
PeaceHealth St. Joseph Medical Center			1											1
PeaceHealth United General Medical Center	19	16	21	27	12									95
Skagit Valley Hospital	7	7	1	6	8									29
Total	26	23	24	33	20									126

Sedro-Woolley Fire Department

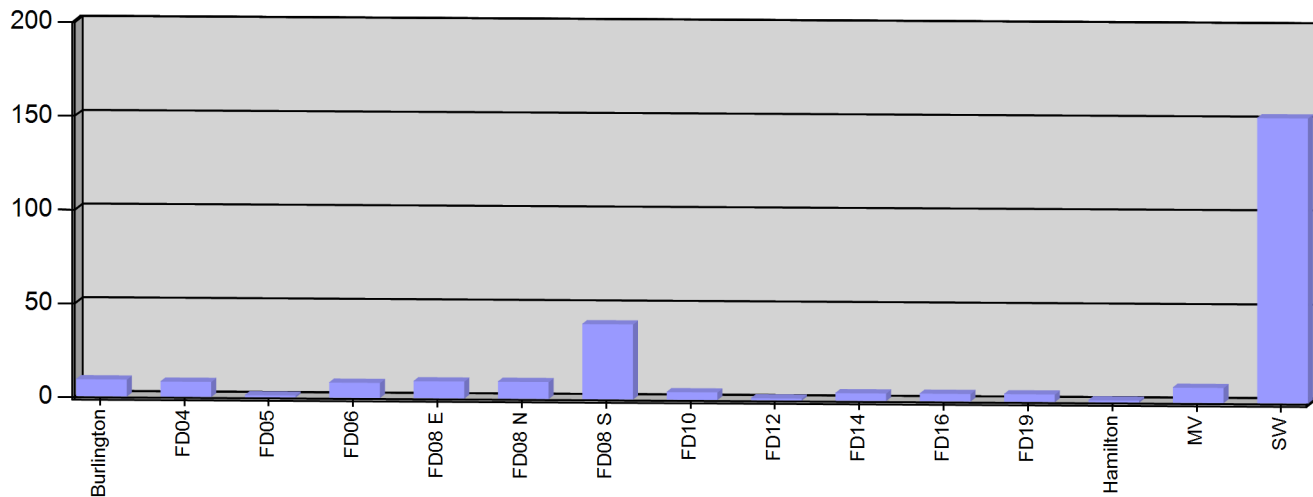
Sedro-Woolley, WA

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Incident Count per Zone for Date Range

Start Date: 03/01/2022 | End Date: 03/31/2022



ZONE	# INCIDENTS
Burlington - City of Burlington	9
FD04 - Fire District 4	8
FD05 - Fire District 5	1
FD06 - Fire District 6	8
FD08 E - Outside city limits East D8	9
FD08 N - Outside the City Limits North D8	9
FD08 S - Outside City limits South D8	40
FD10 - Fire District 10	4
FD12 - Fire District 12	1
FD14 - Fire District 14	4
FD16 - Fire District 16	4
FD19 - Fire District 19	4
Hamilton - Town of Hamilton	1
MV - City of Mount Vernon	8
SW - Inside the City Limits of SW	152

TOTAL: 262

Zone information is defined on the Basic Info 3 screen of an incident. Only REVIEWED incidents included. Archived Zones cannot be unarchived.



Agenda
Item No.

Date:

April 13, 2022

Subject:

Building Permit and Planning Permit
Review Status

FROM:

John Coleman, AICP, Planning Director

RECOMMENDED ACTION:

Review Only

ISSUE:

This status sheet shows the active Building and Planning permits. This information is being provided for your review and no action is required.

Please let me know if you have any questions.

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

N/A

ATTACHMENTS:

1. Building Permit Tracking Data
2. Land Use Permit Tracking Data

APPLIED BUILDING PERMITS

X = COMPLETE

R = REVISIONS RECEIVED

W = WAITING FOR RESPONSE

NO ENTRY = INITIAL REVIEW NOT COMPLETE

APPL. DATE	PERMIT #	NAME	ADDRESS		REVIEW		COMMENTS	house sign ordered
			PARCEL #	BLDG	PLNG	ENGR		
1/28/2021	2021-062	BYK Construction	820 Trail Road	X	X		New Mixed Use Bldg. Submitted new drawings 7/19/21. 6" parapets ok per John. SEPA comment period ends 2-25-22.	x
3/19/2021	2021-124	BYK Construction	100 State Street	W	W		Mixed use above existing grocery store - waiting for applicant to submit add'l info	
2/16/2022	2022-059	Sedro Woolley Corner LLC	1102 State Route 20	W			New Commercial Building "Shell Only"	x
2/24/2022	2022-066	Town & Country	918 Fidalgo Avenue	X	X		New Garage. Approved 3-11-22.	
2/25/2022	2022-071	Joshua Top	807 Waldron Street	X	X		New single family residence. Driveway at 24', need 25'. Need dimensions of house. Planning comments sent 3-14-22. Revisions received 3-15-22. Approved 3-16-22.	x
3/18/2022	2022-085	E & A Holdings	1537 N Fruitdale Rd.				New single family residence. Condition: address sign will need to be posted at the end of the shared driveway.	
3/28/2022	2022-093	EWB Properties LLC	830 Moore St.				Sign permit.	
3/31/2022	2022-101	Jason Williard	1855 Turning Point Court (SWIFT Center Building 13)				Reroof permit. Travis will email in ~4 weeks with contractor info. Do not issue until contractor is known.	
3/31/2022	2022-102	Edward Hamilton	714 Greenstreet Blvd.				Garage addition to existing SFR.	
3/31/2022	2022-103	William Powell	811 N Township Street				New wireless dish on cell tower.	
4/1/2022	2022-104	Joe Studer	500 Metcalf Street		N/A	N/A	Fire permit to add sprinklers to 2 existing spray booths.	
3/4/2021	2021-083	Skagit Transit - restroom BLDG	Western and Shadow Drive		X		Building to review plans and foundation. Need to assess sewer fees and other fees before issuing permit.	
4/5/2022	2022-106	Al Taylor	211 Rowland Road			X	Commercial tenant improvement. Remodel into veg room.	
4/5/2022	2022-108	Russ Rehm	315 Cambridge Loop			X	Build 8'x16' patio roof over sliding back door.	

APPLIED PLANNING/ ENGINEERING PERMITS

X = COMPLETE

R = REVISIONS RECEIVED

W = WAITING FOR RESPONSE

NO ENTRY = INTIAL REVIEW NOT COMPLETE

W/R = Wating for Comment period to end

APPL. RECEIVED	APPL. COMPLETE	PERMIT #	NAME	ADDRESS/ PARCEL #	REVIEW		COMMENTS
					PLNG	ENGR	
6/8/2017	6/12/2017	2017-181	Josh Anderson	564 Cook and 530 Cook BLA	W	X	BLA Paid 6-12-17. sent review letter 6-16-17.
8/21/2018	9/25/2018	2018-232	Scott Wammack of Grandview North LLC	929 Alderwood Lane	W		Short plat application for 2 lots, 2 units. Preliminary short plat approval issued 1-25-19. New materials received 11-23-21. Planning comments sent 1-20-22. Shared maintenance agreement received 2-22-22, reviewed and ready for recording.
2/14/2019		2019-042	Double Barrel BBQ-Jim Lee	108 West Moore St	W	NA	Waiver. PAID. Sent review letter 3-15-19. Needs a site plan
7/1/2019	7/11/2019	2019-183	AA Spruce Investments LLC	201 Garden of Eden Rd	X	X	Short plat application for 4 Lots, 6 units. Preliminary short plat approval issued 1/22/21. Approval expires 1/21/24. Applicant may submit civil plans and building permits. Waiting for applicant fo complete site work and request final plat approval.
10/10/2019	10/15/2019	2019-370	BYK Construction	100 State Street	W	NA	BLA, Sent Review Letter 1/2/20. Planning comment letter sent 7/29/20
10/11/2019	3/12/2020	2019-375	RJ Group	N. Township to Portobello Avenue	W	W	201- lot PRD located between Portobello Ave and N Township St. SEPA MDNS with comment period issued 5/18/20, comment period over 6/1/20, new materials requested 6/30/20, materials received 8/5/20. Third Party wetland review report received 9/10/20, Planning comments (including report) sent 9/15/20. Waiting on revisions from applicant.
4/9/2020	4/21/2020	2020-096	Lindlboom Construction	709 W Jones Rd	X	X	Short Plat application for a 4 lot, 6 unit subdivision. Two lots are duplex lots. Preliminary plat approval issued 11-30-21. Approval expires 11-29-24. Applicant may submit civil plans and building permits. Waiting for applicant to complete site work and request final plat approval.
12/11/2020		2020-352	Ginger Pennington	1402 Third St.	X	X	Conditional Use Permit for a multi-family development in the industrial zone. Notice of Decision (approved with conditions) issued 12-28-21. Applicant may submit civil plans and building permits. Approval expires 12-27-26. Waiting for applicant fo complete site work and request final plat approval.

2/10/2021		ADU-2021-078	Christina and Derek Schmidt	826 Jameson Street	W	NA	ADU Application. Converting existing garge into an ADU. Application fees paid. Planning review letter sent 4/2/21.
2/4/2021	2/22/2021	2021-067	Sarah Bucko	F&S Grade Road through to Cook Road	W	W	Long plat application for 65 new residential lots. DA final approved 1-12-22. HEX recommended approval with conditions 2-4-22. Council Approved Preliminary Plat 2-23-22. Waiting for applicant to submit civil plans.
3/10/2022	4/26/2021	2021-113	BYK Construction	820 Trail Rd.	W/R		Exc & Gd for new mixed use building with commercial below and 67 res units above. MDNS issued 2-11-22. Email confirmation of NPDES construction stormwater application 2-17-22.
3/4/2021	4/30/2021	2021-109	Bob Ruby	1288 N. Fruitdale Road	W	W	Long plat and PRD application for a 95 lot PRD at golf course. Letter of complete app sent 4/30/21. Third party wetland review required significant wetland study to be done. Awaiting applicant's revised wetland study.
5/5/2021	5/5/2021	2021-194	Jack Moore	402 Burrows Lane	R	NA	BLA - Planning comments requesting revisions sent 5/5/21. Comment 1 redacted - no record of survey required. Revised materials received 1/12/22. Planning comments sent 2-15-22. New materials received 3-15-22.
7/9/2021	7/9/2021	2021-303	Renee Strouf (Davis)	735 Jameson Street	W	NA	Boundary line adjustment. Sent review comments via email 7-23-21 JC.
1/19/2022	1/24/2022	2022-016	Monte Petersen	528 F & S Grade Rd.	W		Short Plat Application. Letter of complete app sent 1-24-22. NOA mailed 2-11-22. Comment period ended 3-3-22. Planning comments and transmit to local depts sent 3-14-22, need other comments back 3-28-22.
2/3/2022	2/11/2022	2022-030	Stakkeland	863 Cook Road			Fill and grade with SEPA. Letter of complete app sent 2-11-22. NOA and SEPA comment period mailed 2-17-22. Comment period ended 3-10-22. Review!
2/14/2022		2022-058	Sedro Woolley Corner LLC	1102 State Route 20	W/R		Fill and Grade permit for site Improvements to construct 3 unit commercial building. SEPA review with this permit. Complete app and NOA/SEPA Comment Period sent 3-15-22. Mail out 3-22-22. SEPA comment period ends 3-28-22.
2/22/2022	2/23/2022	2022-065	Gary Roberts	901 N Fruitdale Road			Conditional use permit to convert existing garage into an ADU. Letter of completeness and NOA sent 2-23-22. Review.