

Next Ord: 1796-14  
Next Res: 902-14

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

**CITY COUNCIL AGENDA**

**July 9, 2014**

**7:00 PM**

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

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar .....1-53

NOTE: Agenda items on the Consent Calendar 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 Calendar.

- a. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
  - Claim Checks #179545 to #179614 in the amount of \$140,219.30
  - Payroll Checks #58193 to #58213 plus EFT's in the amount of \$286,012.61
- d. Funding Agreement with Skagit County for distribution of Economic Development Funds for the Year 2014
- e. Possible Contract Award – Contract 2014-PW-16 2014 On-Call Drainage Ditch Mowing and Cleaning – Industrial Mowing & Spraying
- f. Proposed Resolution 901-14 Local Agency Agreement with WSDOT for design phase federal funding obligation for the Jameson Arterial Extension to SR9 Project

- 4. Swearing-in of Officer Dan Eddy
- 5. Public Comment.....55

**UNFINISHED BUSINESS**

- 6. Resolution commenting on the Draft EIS for the Skagit River GI Study (2<sup>nd</sup> reading).....57-60
- 7. Resolution authorizing an Interlocal Agreement with other Municipalities in Skagit, Whatcom and Island County to participate as a Member of a HOME Consortium (2<sup>nd</sup> reading).....61-76

**NEW BUSINESS**

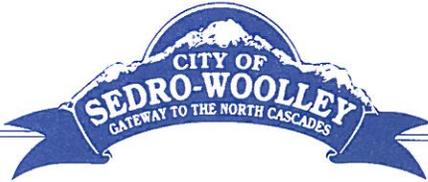
**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION**

*There may be an Executive Session immediately preceding, during or following the meeting.*

JUL 09 2014

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 1-3



DATE: July 9, 2014  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT CALENDAR

1. CALL TO ORDER - The Mayor will call the July 9, 2014 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.  

___	Ward 1	Councilmember Kevin Loy
___	Ward 2	Councilmember Germaine Kornegay
___	Ward 3	Councilmember Brenda Kinzer
___	Ward 4	Councilmember Keith Wagoner
___	Ward 5	Councilmember Hugh Galbraith
___	Ward 6	Councilmember Rick Lemley
___	At-Large	Councilmember Brett Sandström
2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

JUL 09 2014

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 36

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
June 25, 2014 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Brenda Kinzer, Germaine Kornegay, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, City Supervisor/Attorney Berg, Public Works Director Freiberger, Planning Director Coleman, Fire Chief Klinger and Police Chief Tucker.

The Meeting was called to order at 7:00 P.M. by Mayor Anderson.

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
  - Claim Checks #179442 – 179544 plus EFT's in the amount of \$715,582.15
  - Payroll Checks #58178 to #58192 plus EFT's in the amount of \$181,960.93
- Possible Contract Award – Contract 2014 – PW-18, 2014 Bingham Park Sidewalk Project – Backstrom Curb & Sidewalk, Inc.

Councilmember Galbraith moved to approve the consent calendar Items A through D. Seconded by Councilmember Wagoner. Motion carried (7-0).

Special Presentation – Retirement of Sergeant Melissa Dougher

Mayor Anderson presented Sergeant Melissa Dougher with memento upon her retirement to honor her service to the City from 1992 – 2014. He commented on how fast the time went, what a great job she has done for the City and that everyone will miss “Mama Dougher”.

Former Police Chief Wood spoke about Sergeant Dougher's time with the City coming in as a dispatcher, becoming a reserve officer and then a full time officer and her advancements throughout her career. He noted she is highly respected within the law enforcement field.

Police Chief Tucker commented what a pleasure Dougher has been to work with and wished her luck on her retirement.

Sergeant Dougher thanked everyone for their support and was given a round of applause.

Swearing-in of Sergeant Dave Pierce

Mayor Anderson administered the oath of office to David Pierce as Sergeant for the City of Sedro-Woolley. His wife, Cindy Pierce had the honor of pinning on his badge. He was greeted with a round of applause.

#### Swearing-in of Officer Christopher Rogers

Mayor Anderson administered the oath of office to Christopher Rogers as police officer. His wife, Melissa pinned on his badge as he received a round of applause.

Police Chief Tucker noted Officer Rogers will be starting in about ten days.

#### Public Comment

Mike Shay – 412 Lilac Dr. Mount Vernon and owner of a commercial building at 420 W. State St. spoke to the Council regarding the location of the I-502 retail store in their neighborhood. He noted a group has gathered together to try to research the problem and believes that the public and Council are not aware of all the issues being presented. He expressed concerns of possible misinformation regarding zoning. Stating from a letter received from the Liquor Control Board it is the City's responsibility to set zoning. He also stated the sale is going to happen but where it's placed is the concern. Shay requested the Council reconsider zoning and to hold a public hearing. He also spoke of other communities reviewing the process, the right to adjust the distances and the business being in the early stages of application.

### **UNFINISHED BUSINESS**

#### Preliminary Approval of the Amended Plat of Arbor Glen (File #06-SD-02)

Planning Director Coleman reviewed the second read for the Plat of Arbor Glen which is a 23 lot plat previously approved for 22 lots and is located at the corner of Cook and Trail Road. Action today would allow applicant to move forward with construction plans.

Councilmember Wagoner moved to approve Resolution #900-14 to approve the amended preliminary Plat of Arbor Glen subject to the conditions contained in the Hearing Examiner's Findings of Fact, Conclusions and Recommendations. Seconded by Councilmember Kornegay.

City Supervisor/Attorney Berg reminded Council that the reason the plat is being approved for residential in a mixed commercial is because it was vested prior to a zoning change.

Motion carried (7-0).

Proposed Modification to the Municipal Code Regarding Sidewalk Dining in the Central Business District

Planning Director Coleman reviewed the proposed modification regarding sidewalk dining. He reviewed the history of the trial period of parklets. He noted passage of the ordinance is to make sidewalk dining a permanent allowed use in the Central Business District. He addressed previous concerns expressed by Council to include the definition of dining and fence heights and noted the ordinance is strictly for sidewalk dining in front of restaurants.

City Supervisor/Attorney Berg stated the intent of the ordinance is to create a business friendly environment for those businesses that choose to do outdoor vending and to create more vibrancy and attract more business to the downtown core.

Council discussion ensued regarding the 5 ft. clear from any obstruction; fence is up already at the market and is out of compliance, the feeling of being pushed to accommodate them and being a backwards process. Further discussion ensued regarding the history of the previous ordinance sun setting, No parking space dining allowed, allowance of animals, tables being contiguous to the property, oversize vehicles up over the curb impeding passage on sidewalk and sandwich boards.

Councilmember Wagoner moved to approve ordinance #1795-14 amending the Sedro-Woolley Municipal Code to allow the use of public Sidewalks as outdoor dining areas in front of restaurants in the Central Business District with the exception of amending Paragraph F to indicate 5 ft. directly adjacent to the business.

City Supervisor/Attorney Berg lead a discussion regarding the proper wording and paragraph to clarify the Council's intent.

Councilmember Wagoner retracted his motion.

Councilmember Wagoner moved to approve ordinance 1795-14 amending the Sedro-Woolley Municipal Code to allow the use of public sidewalks as outdoor dining areas in front of restaurants in the Central business District with the exception of adding amendment to item E, exceed the width of the business and shall be contiguous to the building. Seconded by Councilmember Sandström.

Councilmember Loy requested the ordinance include a sunset clause to December 31, 2015. There was no motion or second for this request.

Motion carried (7-0).

Mayor Anderson acknowledged former Councilmembers in the audience, Pat Colgan, Harold Beitler and Sharon Dillon.

## **NEW BUSINESS**

### Skagit River GI Study Presentation

Skagit County Commissioner Sharon Dillon, 1116 Fidalgo, addressed the Council and thanked them for their past support in the GI Study. She noted because of the combined support they are close to getting the report finished. Dillon requested to make sure that the City gets their comments in by the deadline noting that the alternative has an effect on the City of Sedro-Woolley. Commissioner Dillon introduced Kara Symonds, Watershed Planner who presented information regarding the GI Study including background information, current status, open comment period, preliminary schedule and the preferred alternative. She noted the comment period expires on July 21, 2014 and is the last formal comment period of the study. Symonds entertained multiple questions from the Council. She also noted the plan was available online and the purpose of the plan was a reduction of economic damages and public safety.

Phillip Murray – 223 State St. asked what the study would do to Janicki Cove.

It was noted Janicki Cove was a neighbor to the City but was in the County and not under City jurisdiction.

The Council requested a resolution with the City's comments to be prepared for the next meeting.

### Resolution authorizing an Interlocal Agreement with other Municipalities in Skagit, Whatcom and Island County to participate as a Member of a HOME Consortium

City Supervisor/ Attorney Berg gave a brief introduction on the proposed HOME Consortium Interlocal agreement. He then introduced consultant Paul Schissler representing Skagit County who spoke of the HOME Investment Partnerships Program. Schissler reported this would be a combined effort to address short term homelessness and would attempt to deal with the shortage of affordable housing.

Council questions and discussion ensued.

## **COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

Police Chief Tucker – reported on an early morning burglary at Coho Liquidators that resulted in the arrest of youths between the ages of 13-15 years old. He noted they are suspected of other burglaries and vehicle prowls. He also reported that Officer Rogers will be starting soon after July 4<sup>th</sup>. Chief Tucker informed the Council of the passing of a former police officer, Les Visten. He was part of the department from 1970 – 1979. Services will be held Saturday at 11:00 A.M.

Fire Chief Klinger – reported on the candidate testing held on Sunday. He also updated Council on the new trucks and the state bid process.

Public Works Director Freiburger – reported the roundabout project is ahead of schedule and will reopen the Highway 20 to Ferry section on July 1<sup>st</sup>. He also reported on the

progress of Bingham Park, the entire park should open by July 31<sup>st</sup> depending on the grass. He gave updates on the Third Street project, LED retrofit project and spoke on a joint participation project with the County for a low cost repair on Fruitdale Road as well as upcoming grant opportunities.

City Supervisor/Attorney Berg – reported on recent file server issues and updated Council on the progress of the jail finance committee, Northern State and the Sedro-Woolley Police repeater and a possible joint project with the School District.

Councilmember Kornegay – reported on an open house she attended for Whatcom Skagit Housing.

Councilmember Lemley – commented the downtown looks good and wished everyone a Happy 4<sup>th</sup> of July.

Councilmember Sandström – reported on the personnel committee meeting regarding insurance coverage for the Council and Mayor. It appears there is not enough interest to proceed.

Mayor Anderson – announced the Wastewater Treatment Plant has received another Department of Ecology achievement award. They will be recognized at a meeting in the near future.

## **EXECUTIVE SESSION**

Mayor Anderson adjourned the meeting to Executive Session at 8:51 P.M. for the purpose of personnel under RCW 42.30.140 (4) for approximately 10 minutes with a possible decision.

The meeting reconvened at 9:10 P.M.

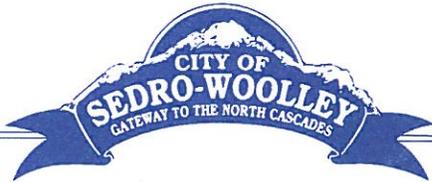
Councilmember Sandström moved to approve the Memorandum of Understanding between the City of Sedro-Woolley and the Sedro-Woolley Police Safety Guild. Seconded by Councilmember Galbraith. Motion carried (7-0).

Councilmember Galbraith moved to adjourn. Seconded by Councilmember Kinzer. Motion carried (7-0).

The meeting adjourned at 9:11 P.M.

JUL 09 2014

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3c



DATE: July 9, 2014  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending July 9, 2014.

Motion to approve Claim Checks #179545 to #179614 in the amount of \$140,219.30.

Motion to approve Payroll Checks #58193 to #58213 plus EFT'S in the amount of \$286,012.61.

If you have any comments, questions or concerns, please contact me for information during the working day at 855-1661. This will allow me to look up the invoices that are stored in our office.

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/09/2014 To: 07/09/2014

Time: 15:13:28 Date: 07/02/2014

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5054	07/09/2014	Claims	2	179545	A-1 Mobile Lock & Key	325.50	
					001 - 521 20 48 010 - Repair & Maint - Auto	325.50	
5055	07/09/2014	Claims	2	179546	A-1 Safety Tree Service	1,627.50	
					101 - 576 80 48 001 - Riverfront	1,627.50	
5056	07/09/2014	Claims	2	179547	Action Communications Inc	184.68	
					001 - 522 20 35 000 - Small Tools & Minor Equip	184.68	
5057	07/09/2014	Claims	2	179548	Andgar	441.92	
					101 - 576 80 48 016 - City Hall	441.92	
5058	07/09/2014	Claims	2	179549	Aramark Uniform Services	25.68	
					401 - 535 80 49 000 - Laundry	8.23	
					401 - 535 80 49 000 - Laundry	8.23	
					103 - 542 30 49 000 - Misc-laundry	4.61	
					103 - 542 30 49 000 - Misc-laundry	4.61	
5059	07/09/2014	Claims	2	179550	Assoc Petroleum Products	2,559.49	
					001 - 521 20 32 000 - Auto Fuel	1,414.77	
					001 - 522 20 32 000 - Auto Fuel/diesel	678.67	
					401 - 535 80 32 000 - Auto Fuel/diesel	174.30	
					103 - 542 30 32 000 - Auto Fuel/diesel	291.75	
5060	07/09/2014	Claims	2	179551	Bay City Supply	68.66	
					101 - 576 80 31 006 - Operating Sup - City Hall	36.11	
					101 - 576 80 48 021 - Equipment	32.55	
5061	07/09/2014	Claims	2	179552	Blumenthal Uniform & Equip	133.34	
					001 - 521 20 26 000 - Uniforms/accessories	133.34	
5062	07/09/2014	Claims	2	179553	Brown & Cole Stores	10.00	
					001 - 521 20 31 002 - Office/operating Supplies	10.00	
5063	07/09/2014	Claims	2	179554	Canopy West Truck Accessories	4,442.76	
					001 - 594 22 64 000 - Fire Vehicles	4,442.76	
5064	07/09/2014	Claims	2	179555	Carl's Towing Inc	193.13	
					001 - 521 20 41 001 - Professional Services	193.13	
5065	07/09/2014	Claims	2	179556	Laura Carr	131.74	
					001 - 521 20 26 000 - Uniforms/accessories	131.74	
5066	07/09/2014	Claims	2	179557	Chief Law Enforcement Supply	77.77	
					001 - 522 20 48 000 - Repairs/maint-equip	77.77	
5067	07/09/2014	Claims	2	179558	Coastal Wear Products	61.19	
					103 - 542 67 31 000 - Operating Supplies	-1,309.89	
					103 - 542 67 31 000 - Operating Supplies	1,371.08	
5068	07/09/2014	Claims	2	179559	Collins Office Supply Inc	104.84	
					001 - 514 23 31 000 - Supplies	55.95	
					001 - 514 23 31 000 - Supplies	48.89	
5069	07/09/2014	Claims	2	179560	Concrete Nor'west Inc	171.47	
					101 - 594 76 61 001 - Bingham Park	171.47	
5070	07/09/2014	Claims	2	179561	Dimensional Comm Inc	397.02	
					001 - 518 80 41 000 - Professional Services	397.02	
5071	07/09/2014	Claims	2	179562	Melissa Dougher	180.00	
					001 - 521 20 28 000 - Employee Wellness	180.00	
5072	07/09/2014	Claims	2	179563	Dwayne Lane's North Cascade Ford	1,123.71	
					001 - 521 20 48 010 - Repair & Maint - Auto	45.22	

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City Of Sedro-Woolley  
MCAG #: 0647

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 48 010		- Repair & Maint - Auto	158.65	
			001 - 521 20 48 010		- Repair & Maint - Auto	919.84	
<b>5073</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179564</b>	<b>E &amp; E Lumber</b>		<b>622.07</b>
			103 - 542 30 31 000		- Operating Supplies	9.75	
			103 - 542 30 31 000		- Operating Supplies	34.96	
			101 - 576 80 31 002		- Operating Sup - Rv Park	12.21	
			101 - 576 80 31 002		- Operating Sup - Rv Park	40.79	
			101 - 576 80 31 004		- Operating Sup - Comm Cente	4.08	
			101 - 576 80 31 004		- Operating Sup - Comm Cente	12.23	
			101 - 576 80 31 009		- Operating Sup - Bingham Par	42.81	
			101 - 576 80 31 009		- Operating Sup - Bingham Par	32.39	
			101 - 576 80 31 009		- Operating Sup - Bingham Par	126.92	
			101 - 576 80 35 000		- Small Tools & Minor Equip	44.91	
			101 - 576 80 48 001		- Riverfront	43.78	
			101 - 576 80 48 001		- Riverfront	20.98	
			101 - 576 80 48 001		- Riverfront	14.27	
			101 - 576 80 48 001		- Riverfront	27.96	
			101 - 576 80 48 006		- Memorial Park	38.75	
			001 - 594 21 64 000		- Machinery & Equipment	21.41	
			101 - 594 76 61 001		- Bingham Park	55.01	
			101 - 594 76 64 001		- Holiday Displays	38.86	
<b>5074</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179565</b>	<b>Edge Analytical Inc</b>		<b>164.00</b>
			401 - 535 80 41 000		- Professional Services	129.00	
			401 - 535 80 41 000		- Professional Services	35.00	
<b>5075</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179566</b>	<b>Evergreen Id Systems</b>		<b>1,627.68</b>
			001 - 594 18 64 001		- Network Hardware	98.91	
			001 - 594 18 64 001		- Network Hardware	1,626.42	
			001 - 594 18 64 001		- Network Hardware	-97.65	
<b>5076</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179567</b>	<b>Fastenal Company</b>		<b>224.30</b>
			103 - 542 30 31 000		- Operating Supplies	224.30	
<b>5077</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179568</b>	<b>Federal Certified Hearing</b>		<b>20.00</b>
			101 - 576 80 49 020		- Misc-dues/CDL/background	20.00	
<b>5078</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179569</b>	<b>Frontier</b>		<b>1,475.37</b>
			001 - 512 50 42 020		- Telephone	38.22	
			001 - 513 10 42 020		- Telephone	57.33	
			001 - 514 23 42 020		- Telephone	57.33	
			001 - 515 30 42 001		- Telephone	25.48	
			001 - 518 80 42 020		- Telephone	19.11	
			001 - 521 20 42 020		- Telephone	191.19	
			001 - 521 20 42 020		- Telephone	57.69	
			001 - 521 20 42 020		- Telephone	47.97	
			001 - 522 20 42 020		- Telephone	70.07	
			001 - 524 20 42 020		- Telephone	19.11	
			401 - 535 80 42 020		- Telephone	50.96	
			401 - 535 80 42 020		- Telephone	225.41	
			102 - 536 20 42 020		- Telephone	71.05	
			412 - 537 80 42 020		- Telephone	25.48	
			412 - 537 80 42 020		- Telephone	89.67	
			103 - 542 30 42 020		- Telephone	6.37	
			001 - 558 60 42 020		- Telephone	19.11	
			105 - 572 20 42 020		- Telephone	31.85	
			105 - 572 20 42 020		- Telephone	138.38	
			101 - 576 80 42 020		- Telephone	12.74	
			101 - 576 80 47 070		- City Hall	60.89	
			101 - 576 80 47 070		- City Hall	115.37	
			001 - 595 10 42 020		- Telephone	44.59	
<b>5079</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179570</b>	<b>Game Time</b>		<b>64.23</b>

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 31 009		- Operating Sup - Bingham Par	64.23	
5080	07/09/2014	Claims	2	179571	Home Depot Credit Services	537.02	
			101 - 576 80 48 000		- Repairs/maintenance	537.02	
5081	07/09/2014	Claims	2	179572	Honey Bucket	75.00	
			101 - 576 80 47 090		- Portable Toilets	75.00	
5082	07/09/2014	Claims	2	179573	Humane Society Of Skagit	264.00	
			001 - 521 20 41 021		- Humane Society	264.00	
5083	07/09/2014	Claims	2	179574	Kroesen's Inc	265.90	
			001 - 522 20 26 000		- Uniforms	149.26	
			001 - 522 20 26 000		- Uniforms	116.64	
5084	07/09/2014	Claims	2	179575	Language Exch Inc (The)	232.00	
			001 - 512 50 41 040		- Language Interpreter	232.00	
5085	07/09/2014	Claims	2	179576	Martin Marietta Materials	2,555.94	
			101 - 594 76 61 001		- Bingham Park	1,358.12	
			101 - 594 76 61 001		- Bingham Park	1,197.82	
5086	07/09/2014	Claims	2	179577	Mitel Networks Inc	989.37	
			001 - 518 80 49 000		- Software Maint & Support	989.37	
5087	07/09/2014	Claims	2	179578	Jack R Moore	672.59	
			001 - 524 20 41 000		- Professional Services	672.59	
5088	07/09/2014	Claims	2	179579	North Hill Resources Inc	616.28	
			101 - 594 76 61 001		- Bingham Park	616.28	
5089	07/09/2014	Claims	2	179580	North West Inst Services	580.48	
			401 - 535 50 48 050		- Maint Of General Equip	580.48	
5090	07/09/2014	Claims	2	179581	O'Reilly Auto Parts	24.38	
			001 - 522 20 35 000		- Small Tools & Minor Equip	24.38	
5091	07/09/2014	Claims	2	179582	Office Depot	126.25	
			001 - 521 20 31 002		- Office/operating Supplies	8.00	
			001 - 524 20 31 000		- Off/oper Supps & Books	14.40	
			001 - 524 20 31 000		- Off/oper Supps & Books	17.56	
			001 - 558 60 31 000		- Supplies/books	36.77	
			001 - 558 60 31 000		- Supplies/books	17.56	
			001 - 595 10 31 000		- Supplies	14.40	
			001 - 595 10 31 000		- Supplies	17.56	
5092	07/09/2014	Claims	2	179583	Pacific Power Batteries	1.74	
			401 - 535 80 31 010		- Operating Supplies	1.74	
5093	07/09/2014	Claims	2	179584	Puget Sound Energy	13,832.79	
			001 - 521 20 47 000		- Public Utilities	16.70	
			001 - 522 50 47 000		- Public Utilities	106.06	
			425 - 531 50 47 000		- Public Utilities	103.04	
			401 - 535 80 47 000		- Public Utilities	9,280.20	
			102 - 536 20 47 000		- Public Utilities	51.88	
			412 - 537 80 47 000		- Public Utilities	114.88	
			103 - 542 63 47 000		- Public Utilities	63.96	
			103 - 542 63 47 000		- Public Utilities	6.78	
			103 - 542 63 47 000		- Public Utilities	144.35	
			103 - 542 63 47 000		- Public Utilities	206.30	
			108 - 557 30 41 000		- Advertising	29.57	
			105 - 572 20 47 000		- Public Utilities	248.44	
			101 - 576 80 47 000		- Riverfront	467.91	
			101 - 576 80 47 010		- Community Ctr	136.54	
			101 - 576 80 47 020		- Senior Center	428.26	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/09/2014 To: 07/09/2014

Time: 15:13:28 Date: 07/02/2014  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 040		- Train	25.54	
			101 - 576 80 47 050		- Hammer Square	164.07	
			101 - 576 80 47 051		- Bingham / Memorial	11.80	
			101 - 576 80 47 052		- Bingham Caretaker	52.06	
			101 - 576 80 47 052		- Bingham Caretaker	15.84	
			101 - 576 80 47 053		- Other Utilities	11.80	
			101 - 576 80 47 070		- City Hall	2,052.04	
			104 - 595 61 63 001		- Const SR9 Lucas/Pk Cottage	94.77	
<b>5094</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179585</b>	<b>Rene's World</b>		<b>314.07</b>
			001 - 523 20 31 000		- Office/operating Supplies	162.45	
			001 - 523 20 31 000		- Office/operating Supplies	151.62	
<b>5095</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179586</b>	<b>Ricoh USA Inc</b>		<b>289.03</b>
			001 - 521 20 48 000		- Repairs & Maintenance	68.57	
			001 - 521 20 48 000		- Repairs & Maintenance	75.95	
			001 - 522 20 48 000		- Repairs/maint-equip	68.56	
			001 - 522 20 48 000		- Repairs/maint-equip	75.95	
<b>5096</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179587</b>	<b>Santiam Emergency Equip. Inc.</b>		<b>261.38</b>
			001 - 522 20 35 000		- Small Tools & Minor Equip	261.38	
<b>5097</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179588</b>	<b>Second Wind</b>		<b>1,692.60</b>
			101 - 576 80 48 009		- Hammer Square	1,692.60	
<b>5098</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179589</b>	<b>Sedro-Woolley Auto Parts</b>		<b>47.84</b>
			001 - 522 20 48 000		- Repairs/maint-equip	8.59	
			001 - 522 20 48 000		- Repairs/maint-equip	1.01	
			102 - 536 20 31 010		- Operating Supplies	38.24	
<b>5099</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179590</b>	<b>Sedro-Woolley Volunteer</b>		<b>10,421.50</b>
			001 - 522 20 11 010		- Salaries-volunteers	10,421.50	
<b>5100</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179591</b>	<b>Simulaid</b>		<b>215.47</b>
			001 - 522 20 31 000		- Operating Supplies	215.47	
<b>5101</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179592</b>	<b>Sirchie Finger Print</b>		<b>57.28</b>
			001 - 521 20 31 002		- Office/operating Supplies	57.28	
<b>5102</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179593</b>	<b>Skagit Co Public Works</b>		<b>42,260.94</b>
			412 - 537 60 47 000		- Solid Waste Disposal	42,260.94	
<b>5103</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179594</b>	<b>Skagit County Treasurer</b>		<b>30,614.59</b>
			001 - 523 60 51 020		- Jail Sales Tax Pass Through 2	30,614.59	
<b>5104</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179595</b>	<b>Skagit County Treasurer</b>		<b>94.05</b>
			001 - 586 00 00 001		- Crime Vctm & Witnss Prog	94.05	
<b>5105</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179596</b>	<b>Skagit Farmers Supply</b>		<b>145.35</b>
			101 - 594 76 61 001		- Bingham Park	100.88	
			101 - 594 76 61 001		- Bingham Park	44.47	
<b>5106</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179597</b>	<b>Skagit Publishing</b>		<b>92.26</b>
			001 - 511 60 31 001		- Legal Publications	46.13	
			412 - 594 37 61 000		- Other Improvements	46.13	
<b>5107</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179598</b>	<b>Skagit Valley Signs</b>		<b>1,995.32</b>
			001 - 594 22 64 000		- Fire Vehciles	1,995.32	
<b>5108</b>	<b>07/09/2014</b>	<b>Claims</b>	<b>2</b>	<b>179599</b>	<b>Staples Business Advantage</b>		<b>612.35</b>
			001 - 514 23 31 000		- Supplies	31.31	
			001 - 515 30 31 000		- Office Supplies	25.93	
			001 - 521 20 31 002		- Office/operating Supplies	16.16	
			001 - 521 20 31 002		- Office/operating Supplies	129.89	
			425 - 531 50 31 000		- Operating Supplies	86.79	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/09/2014 To: 07/09/2014

Time: 15:13:28 Date: 07/02/2014  
Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 31 000		Office Supplies	86.79	
			401 - 535 80 31 000		Office Supplies	148.69	
			103 - 542 30 31 000		Operating Supplies	86.79	
5109	07/09/2014	Claims	2	179600	Stiles & Stiles		100.00
			001 - 521 20 41 001		Professional Services	100.00	
5110	07/09/2014	Claims	2	179601	Swissphone LLC		111.93
			001 - 522 20 48 000		Repairs/maint-equip	111.93	
5111	07/09/2014	Claims	2	179602	Thompson's Greenhouse		106.33
			101 - 576 80 31 001		Operating Sup - Riverfront	106.33	
5112	07/09/2014	Claims	2	179603	Traffic Safety Supply Co		1,978.73
			103 - 542 64 31 001		Painting & Striping Supplies	1,978.73	
5113	07/09/2014	Claims	2	179604	True Value		218.96
			001 - 522 50 48 010		Repairs/maint-dorm	31.53	
			001 - 523 20 31 000		Office/operating Supplies	21.69	
			001 - 523 20 31 000		Office/operating Supplies	10.39	
			001 - 523 20 31 000		Office/operating Supplies	36.87	
			401 - 535 50 48 010		Maintenance Of Lines	15.18	
			401 - 535 80 31 010		Operating Supplies	62.85	
			401 - 535 80 31 010		Operating Supplies	18.42	
			401 - 535 80 31 010		Operating Supplies	2.48	
			401 - 535 80 31 010		Operating Supplies	3.29	
			101 - 576 80 31 001		Operating Sup - Riverfront	16.26	
5114	07/09/2014	Claims	2	179605	UPS		22.18
			001 - 522 20 42 010		Postage	13.02	
			401 - 535 80 31 010		Operating Supplies	9.16	
5115	07/09/2014	Claims	2	179606	Van's Equipment Rent Inc		260.40
			103 - 542 30 45 000		Rental-equipment	260.40	
5116	07/09/2014	Claims	2	179607	Verizon Wireless		2,796.19
			001 - 513 10 42 020		Telephone	54.94	
			001 - 514 23 42 020		Telephone	54.94	
			001 - 515 30 42 001		Telephone	55.00	
			001 - 518 80 42 020		Telephone	102.36	
			001 - 521 20 42 020		Telephone	440.11	
			001 - 521 20 42 020		Telephone	457.51	
			001 - 521 20 42 020		Telephone	319.75	
			001 - 522 20 42 020		Telephone	440.11	
			001 - 522 20 42 020		Telephone	57.56	
			401 - 535 80 42 030		Nextel Cell Phones	190.70	
			102 - 536 20 42 020		Telephone	39.58	
			412 - 537 80 42 025		Nextel Cell Phones	164.82	
			412 - 537 80 42 025		Nextel Cell Phones	25.33	
			103 - 542 30 42 020		Telephone	104.35	
			101 - 576 80 42 020		Telephone	74.97	
			101 - 576 80 42 020		Telephone	84.28	
			001 - 595 10 42 025		Cell Phones	129.88	
5117	07/09/2014	Claims	2	179608	WA St Dept Of Enterprise Svc		142.55
			001 - 521 20 31 002		Office/operating Supplies	142.55	
5118	07/09/2014	Claims	2	179609	WA St Off Of Treasurer		5,694.36
			001 - 386 90 00 000		State Remittances-court	-5,694.36	
5119	07/09/2014	Claims	2	179610	WA State Dept Of Ecology		520.00
			401 - 535 80 51 020		Doe Discharge Permit	520.00	
5120	07/09/2014	Claims	2	179611	WA State Patrol		534.00
			001 - 521 10 51 040		Access Fees	534.00	



JUL 09 2014

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 32

FUNDING AGREEMENT

BETWEEN

SKAGIT COUNTY AND CITY OF SEDRO-WOOLLEY

Skagit County, through the Department of Administrative Services (hereinafter referred to as County) and City of Sedro-Woolley (hereinafter referred to as Recipient), for and in consideration of the mutual benefits do hereby agree as follows:

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370. Future economic development projects require input from the County's Cities and Towns and it is imperative that they remain members of the Economic Development Association of Skagit County. Given the current economic downturn and the constraint it has placed on municipal budgets, it is recognized that this stop-gap funding mechanism will allow Cities and Towns to continue to participate as members.
2. Scope of Work: Recipient will use the funds distributed under this contract pursuant to the intent and purpose of RCW 82.14.370. Further, Recipient is to use such funds as reimbursement for payments made to the Skagit County Economic Development Association for the calendar year 2014.
3. Payment: County will compensate Recipient a maximum of \$2,000, chargeable to GL expenditure code # 342 585024110. Recipient shall submit a statement of work describing the use of funds distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees that in the event the county or other state or federal agency finds that the funds distributed pursuant to this agreement violate any state or federal laws including but not limited to the primary purpose for which funds pursuant to this agreement are being given, Recipient agrees to return the funds provided by County under this agreement to County including any penalties and interest, and agrees to hold County harmless and indemnify County for distributing such funds contrary to state or federal law. Further, in the event that funds provided to Recipient under this agreement are used for a purpose other than what was originally described in its application of funds, the Recipient agrees to return such funds to the County upon demand.

5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Recipient represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

6. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing.

6.1 The County's representative shall be the Budget and Finance Director:  
Trisha Logue  
1800 Continental Place, Suite 100  
Mount Vernon, WA 98273

6.2 Recipient's representative shall be the Finance Director:  
Patsy Nelson  
325 Metcalf Street  
Sedro-Woolley, WA 98284

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

7. Defense & Indemnity Agreement: The Recipient agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Recipient, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall

attach to the County by reason of entering into this contract, except as expressly provided herein.

8. This Contract shall commence on January 1, 2014 and continue until either party terminates by giving 30 days' notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, or until the County has distributed all funds which it has allocated to the Recipient pursuant to Resolution #R20140187, but in no event shall the contract continue for more than one year from January 1, 2014.

9. The Recipient shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

10. The Recipient will secure, at his own expense, all personnel required in performing said services under this Contract. Recipient shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.

11. Right to Review: This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records of other materials, which the County deems pertinent to the Agreement and its performance. Recipient shall preserve and maintain all financial records and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

12. Acknowledgement of Funding: All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

13. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement then Recipient shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Recipient for payment on a project estimate shall state that the prevailing wages have been paid in

accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

14. Nondiscrimination: During the performance of this contract, the Recipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Recipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

15. Compliance with Applicable Law: The Recipient and all subcontractors of Recipient shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to so comply with applicable law.

16. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

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

18. Termination of Contract for Cause

a. If, through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Recipient shall violate any of its covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Recipient describing such default or violation. Further, in the event Recipient fails to

expend funds under this contract in accordance with State or Federal laws and/or the provisions of the agreement, the County reserves to right to recapture funds expended to Recipient in an amount equal to the extent of the noncompliance.

b. The County may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

19. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Nonassignability: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Recipient.

21. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Recipient or its staff shall be the sole responsibility of the Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2014.

City of Sedro-Woolley

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
Signature & Title of Signatory  
(Date \_\_\_\_\_)

\_\_\_\_\_  
Ron Wesen, Chairman

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Sharon D. Dillon, Commissioner

Mailing Address:  
\_\_\_\_\_  
325 Metcalf Street  
\_\_\_\_\_  
Sedro-Woolley, WA 98284  
\_\_\_\_\_

For contracts under \$5000

\_\_\_\_\_  
County Administrator  
(Authorization per Resolution #R20030146)

Telephone No. (360) 855-1661  
Fed. Tax ID # \_\_\_\_\_  
Contractor Lic. #. \_\_\_\_\_

Recommended:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Budget and Finance Director

Approved as to Indemnification:

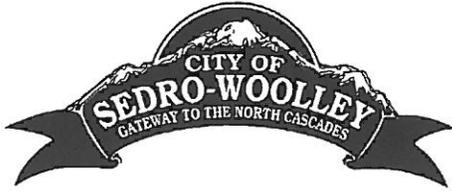
\_\_\_\_\_  
Risk Manager

Attest:

Approved as to Form:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Deputy Prosecuting Attorney



CITY COUNCIL AGENDA **CITY OF SEDRO-WOOLLEY**  
REGULAR MEETING Sedro-Woolley Municipal Building

JUL 09 2014

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3e

325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-1661  
Fax (360) 855-0707

Mark A. Freiberger, PE  
Director of Public Works

---

MEMO TO: City Council and Mayor Anderson  
FROM: Mark A. Freiberger, PE  
RE: **Possible Contract Award**  
**Contract 2014-PW-16 2014 On-Call Drainage Ditch Mowing and Cleaning**  
DATE: July 1, 2014 (for Council action July 9, 2014)

**RECOMMENDATION:**

The Public Works/Engineering Department recommends that a contract in the amount not to exceed \$25,000.00, including sales tax, be awarded to Industrial Mowing & Spraying of Mount Vernon, WA for the 2014 On-Call Drainage Ditch Mowing contract.

**BACKGROUND:**

On June 10, 2014, the city advertised for bids for the 2014 On-Call Drainage Ditch Mowing contract. Bids closed on June 26, 2014 with one bid received totaling \$19,725.30. The Engineer's Estimate for the work was \$21,808.50. The Bid Summary is attached.

The sole bid from Industrial Mowing & Spraying of Mount Vernon, WA consists of unit prices that are essentially the same as contracted in 2013. The bid total was based on estimated hours for the work, which will be performed on an hourly basis and paid for actual hours worked. The actual contract amount will be issued at not to exceed \$25,000 to allow for miscellaneous additional work if required. The work will be done by Task Order.

**FINANCIAL:**

The work is budgeted at \$25,000 from Account 531.50.41.002.425 Stormwater Contracted Services.

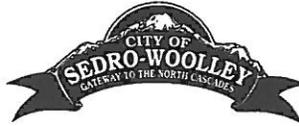
**MOTION:**

***Move to award a contract in the amount not to exceed \$25,000, including sales tax, to Industrial Mowing & Spraying of Mount Vernon, WA for the 2014 On-Call Drainage Ditch Mowing contract.***



**BID COMPARISON**  
**2014 ON-CALL DRAINAGE DITCH MOWING**  
 Proposals due by 2:00 PM, June 26, 2014

ITEM	DESCRIPTION	EST QUANTITY	UNIT	ENGINEER'S ESTIMATE		INDUSTRIAL MOWING & SPRAYING	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	All Season Vehicle with Boom Mower, Low Ground Pressure, Tracked	24.00	HR	100.00	2,400.00	95.00	2,280.00
2	Tractor with Boom Mower, up to 25' reach	80.00	HR	90.00	7,200.00	80.00	6,400.00
3	Tractor with Boom Mower, 30' reach	40.00	HR	125.00	5,000.00	115.00	4,600.00
4	Mini-Excavator w/buckets	8.00	HR	90.00	720.00	85.00	680.00
5	Excavator w/buckets & thumb (Kobelco 120 or equivalent)	8.00	HR	140.00	1,120.00	125.00	1,000.00
6	Chipper w/Truck	8.00	HR	175.00	1,400.00	165.00	1,320.00
7	Dump Truck, 10 CY	8.00	HR	90.00	720.00	85.00	680.00
8	Man Labor w/Tools (Chainsaw, gas, oil, weed eaters, etc.)	16.00	HR	65.00	1,040.00	45.00	720.00
9	Equipment Mobilization/Demobilization (Lowboy & Operator)	4.00	HR	125.00	500.00	125.00	500.00
	<b>SUBTOTAL</b>				<b>20,100.00</b>		<b>18,180.00</b>
	<b>WASHINGTON STATE SALES TAX AT 8.5%</b>				1,708.50		1,545.30
	<b>TOTAL BID</b>				<b>21,808.50</b>		<b>19,725.30</b>
	<b>% UNDER ENGINEER'S ESTIMATE</b>						<b>-9.6%</b>



## PUBLIC WORKS AGREEMENT 2014-PW-16

### Project Name: 2014 On-Call Drainage Ditch Mowing and Cleaning

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Industrial Mowing & Spraying**, 17389 Bennett Road, Mount Vernon, WA 98273 (hereinafter the "Contractor") hereby agree as follows:

**I. THE PROJECT:** The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: **Mowing, clearing and dredging of city drainage ditch facilities per Invitation to Bid and the Bid Proposal Special Provisions in accordance with state and local guidelines.**

**II. GENERAL CONDITIONS:** The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

**A. Definitions and Terms:**

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

**B. Project Manager:** The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina, Public Works Operations Supervisor** as its Project Manager. Contractor designates \_\_\_\_\_ as its Project Manager.

**C. Business License:** A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

**D. Taxes:** Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

**E. Bonding Requirements:** The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;

2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

**F. Insurance:** The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive**

liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

G. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the City. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

H. **Subcontracting:** Work done by the Contractor's own organization shall account for at least 30 percent of the Award contract price. See Standard Specifications Section 1-08 for additional information.

### III. PAYMENT

A. The maximum payable hereunder is **\$25,000.00**

B. Individual Task Orders will specify the method of compensation, which will be on a Time & Expense Not to Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.010(1).

### IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2014**.

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: **Mowing, clearing and dredging of city drainage ditch facilities per Invitation to Bid dated June 10, 2014 in accordance with state and local guidelines.**

D. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

E. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages

arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

F. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

G. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

H. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors? Yes No N/A

I. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, for the Contractor, \_\_\_\_\_.

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, for the CITY OF SEDRO-WOOLLEY:

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

**RETAINAGE INVESTMENT OPTION**

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- \_\_\_\_\_ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- \_\_\_\_\_ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- \_\_\_\_\_ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

**BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-WOOLLEY:**

- 1. Bills, certificates, notes or bonds of the United States.
- 2. Other obligations of the United States or its agencies.
- 3. Indebtedness of the Federal national Mortgage Association.
- 4. Time Deposits in commercial banks.

Designate below the type of investment selected:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- \_\_\_\_\_ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable

to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

---

(Contractor's Signature)

Date

---

Title

RETAINAGE ACCOUNT \_\_\_\_\_

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_

Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

The undersigned \_\_\_\_\_ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

**INSTRUCTIONS**

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is \_\_\_\_\_ . Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

\_\_\_\_\_

\_\_\_\_\_

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

ATTESTED BY:

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

Approved as to form:

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

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

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

# EXHIBIT A



**BID PROPOSAL**  
**2014 ON-CALL DRAINAGE DITCH MOWING**  
**Proposals due by 2:00 PM, June 26, 2014**

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2014 On-Call Drainage Ditch Mowing and Cleaning":

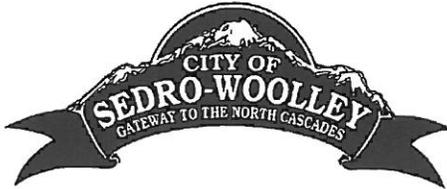
ITEM	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	All Season Vehicle with Boom Mower, Low Ground Pressure, Tracked	24.00	HR	95.00	\$2,280.00
2	Tractor with Boom Mower, up to 25' reach	80.00	HR	80.00	\$6,400.00
3	Tractor with Boom Mower, 30' reach	40.00	HR	115.00	\$4,600.00
4	Mini-Excavator w/buckets	8.00	HR	85.00	\$ 680.00
5	Excavator w/buckets & thumb (Kobelco 120 or equivalent)	8.00	HR	125.00	\$1,000.00
6	Chipper w/Truck	8.00	HR	165.00	\$1,320.00
7	Dump Truck, 10 CY	8.00	HR	85.00	\$ 680.00
8	Man Labor w/Tools (Chainsaw, gas, oil, weed eaters, etc.)	16.00	HR	45.00	720.00
9	Equipment Mobilization/Demobilization (Lowboy & Operator)	4.00	HR	125.00	\$ 500.00
<b>SUBTOTAL</b>					\$18,180.00 ✓
<b>WASHINGTON STATE SALES TAX AT 8.5%</b>					\$ 1,545.30 ✓
<b>TOTAL BID</b>					\$19,725.30 ✓

BIDDER NAME: Industrial Mowing & Spraying  
 ADDRESS: 17389 Bennett Rd.  
Mt. Vernon, Wa. 98273  
 AUTHORIZED SIGNATURE: \_\_\_\_\_  
 CONTACT NAME: Randy Skillman  
 TELEPHONE: 360-428-5910  
 EMAIL: rskillsled@aol.com  
 CONTRACTOR LICENSE NUMBER: INDUSMS066DQ  
 UBI NUMBER: 601-298-964

ADDENDA NOTED (IF ANY): \_\_\_\_\_

REQUIRED ENCLOSURE(S):  
 Bidder's Qualification Statement \_\_\_\_\_  
 Contractor's Labor & Equipment Rate Sheet \_\_\_\_\_  
 Bidder's Bond \_\_\_\_\_

Not required



CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 09 2014

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3f

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

Mark A. Freiberger, PE  
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Proposed Resolution 901-14 Local Agency Agreement between the City of Sedro-Woolley and the Washington State Department of Transportation for Design Phase federal funding obligation for the Jameson Arterial Extension to SR9 Project**

DATE: July 3, 2014 (for Council review July 9, 2014)

#### ISSUE

Should city council approve Resolution 901-14 ratifying the attached Local Agency Federal Aid Prospectus and Local Agency Agreement between the City of Sedro-Woolley and the Washington State Department of Transportation for the Design Phase funding for the Jameson Arterial Extension to SR9 Project, totaling \$225,000, including a local match requirement of \$35,116?

#### BACKGROUND/DISCUSSION

Council previously authorized the Director of Public Works to submit a grant application for design and right of way funding for the Jameson Arterial Extension to SR9 Project, with commitment of 13.5% local matching funds. The Director submitted the 2014 STPR Application for this project on January 13, 2014. The city was recipient of \$225,000 in federal STPR funding for the design phase only through the Skagit Council of Governments, awarded on April 21, 2014. The local match requirement for the \$225,000 grant is \$35,116. These funds must be obligated by July 31, 2014 per SCOT requirements.

WSDOT is administrator for these federal funds. The funds obligation process requires submission of Local Agency Federal Aid Prospectus and Local Agency Agreement prior to obligation, both forms requiring the Agency Mayor or Chairperson's signature. The Agreement also includes a requirement that the Local Agency agree by means of Resolution to the Local Ad and Award Method C Payment Provisions noted on page 2 of the Agreement. These documents were submitted to WSDOT on July 2, 2014. This memorandum requests ratification of the WSDOT agreement and approval of the payment provisions. Note: The additional \$150,000 local funding shown on the Prospectus and Agreement forms is the previously expended Economic Development Funding acquired through Skagit County for the preliminary design work completed in 2009.

#### MOTION

***Move to approve Resolution 901-14 ratifying the attached Local Agency Federal Aid Prospectus and Local Agency Agreement between the City of Sedro-Woolley and the Washington State Department of Transportation for the Design Phase funding for the Jameson Arterial Extension to SR9 Project, totaling \$225,000, including a local match requirement of \$35,116.***

RESOLUTION 901-14

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY AUTHORIZING MAYOR ANDERSON TO ENTER INTO AN AGREEMENT WITH WSDOT FOR THE JAMESON ARTERIAL EXTENSION TO SR9 PROJECT

WHEREAS, the City authorized the Director of Public Works to submit a funding application to the Skagit Council of Governments for federal funding for the design phase of the Jameson Arterial Extension to SR9 Project (Project); and

WHEREAS, the Skagit Council of Governments on April 21, 2014 awarded \$225,000 in Surface Transportation Program funds for the design phase of the Project, and:

WHEREAS, the Washington State Department of Transportation (WSDOT) requires execution of a Local Agency Federal Aid Prospectus and Local Agency Agreement prior to obligation of federal funds, and

WHEREAS, Mayor Anderson on July 2, 2014 signed the Prospectus and Agreement forms for submission to WSDOT;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sedro-Woolley as follows:

Council ratifies the signing of the noted agreements by Mayor Anderson, and

Council agrees to the Local Ad and Award Method C financing requirements as noted on Page 2 of the Local Agency Agreement.

PASSED by the majority vote of the members of the Sedro-Woolley City Council this 9th day of July, 2014.

\_\_\_\_\_  
Mayor Mike Anderson

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Patsy Nelson, Finance Director

\_\_\_\_\_  
Eron, Berg, City Attorney



Prefix	Route	( )	Date	7/2/2014
Federal Aid Project Number	SR9		DUNS Number	878469774
Local Agency Project Number	2015-PW-01	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001361

Agency Sedro-Woolley	CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Jameson Arterial Extension to SR9	Start Latitude N48.498682	Start Longitude W122.247834
	End Latitude N48.498814	End Longitude W122.241368
Project Termini From - To SR9 Batey Road	Nearest City Name Sedro-Woolley	Project Zip Code (+ 4) 98284
From To MP 55.20	Length of Project 0.32 miles	Award Type <input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number 1150	County Number 29
	County Name Skagit	WSDOT Region Northwest Region
Congressional District 2	Legislative Districts 39	Urban Area Number 30

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$410,116	\$185,116	\$225,000	10/2014
R/W				
Const.				
Total	\$410,116	\$185,116	\$225,000	

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width: As noted below. Number of Lanes: As noted below.

The proposed alignment from the east shoulder of SR9 at MP 55.20 east 850 lf to the Jameson Street/Batey Street intersection is currently a paved and gravel industrial area. East of the Jameson/Batey Intersection, Jameson Street is 24' to 26' wide HMA with two travel lanes. The proposed alignment from the west shoulder of SR9 MP 55.20 west 100 lf to Rhodes Road is currently unimproved. Rhodes Road west of this point is 20' wide Chip Seal with two 10' wide travel lanes. SR9 is 40' wide HMA with two-12' wide travel lanes and 8' shoulders.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

Relocate existing secondary arterial to new alignment with a new roundabout intersection at SR9, including drainage, curbs, bicycle/pedestrian path, HMA, pavement markings and illumination. This prospectus is for completion of design phase only, including right of way documentation and environmental approval.

Local Agency Contact Person Mark A. Freiberger, PE	Title Director of Public Works	Phone 360-855-9933
Mailing Address 325 Metcalf Street	City Sedro-Woolley	State WA
		Zip Code 98284
Project Prospectus Approval	By 	Approving Authority
	Title Director of Public Works	Date 7/2/2014

Agency Sedro-Woolley	Project Title Jameson Arterial Extension to SR9	Date 7/2/2014
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Type of Proposed Work			
Project Type (Check all that Apply)			Roadway Width
<input checked="" type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R	36'
<input type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R	3
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other	
<input type="checkbox"/> Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
<b>Federal Functional Classification</b>	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Rural	<input checked="" type="checkbox"/> Minor Arterial
	<input type="checkbox"/> NHS	<input type="checkbox"/> Collector
		<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	25
Design Speed	35	25
Existing ADT	10300	4500
Design Year ADT	10300	4500
Design Year	2015	2015
Design Hourly Volume (DHV)	980	430

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant - to be determined	Others 90 %	Agency 10 %
Construction Will Be Performed By Bid Contract	Contract 95 %	Agency 5 %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	

Environmental Considerations

The southwest quadrant of the proposed roundabout may touch on wetlands. Roadside ditches in the area will be examined for possible impacts. The bulk of the alignment is over existing or former roadway uses.

Agency Sedro-Woolley	Project Title Jameson Arterial Extension to SR9	Date 7/2/2014
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<b>Right of Way</b>		
<input type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Required <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

**Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project**

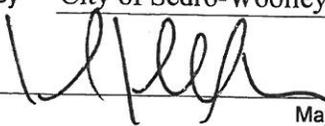
The project will require relocation of two fire hydrants, two post indicator valves, and two power poles with transformers. The current owner has committed to donation of the right of way required for the new roadway utilizing the former Sterling Highway alignment. One timber structure near the Jameson/Batey intersection may require removal or modification.

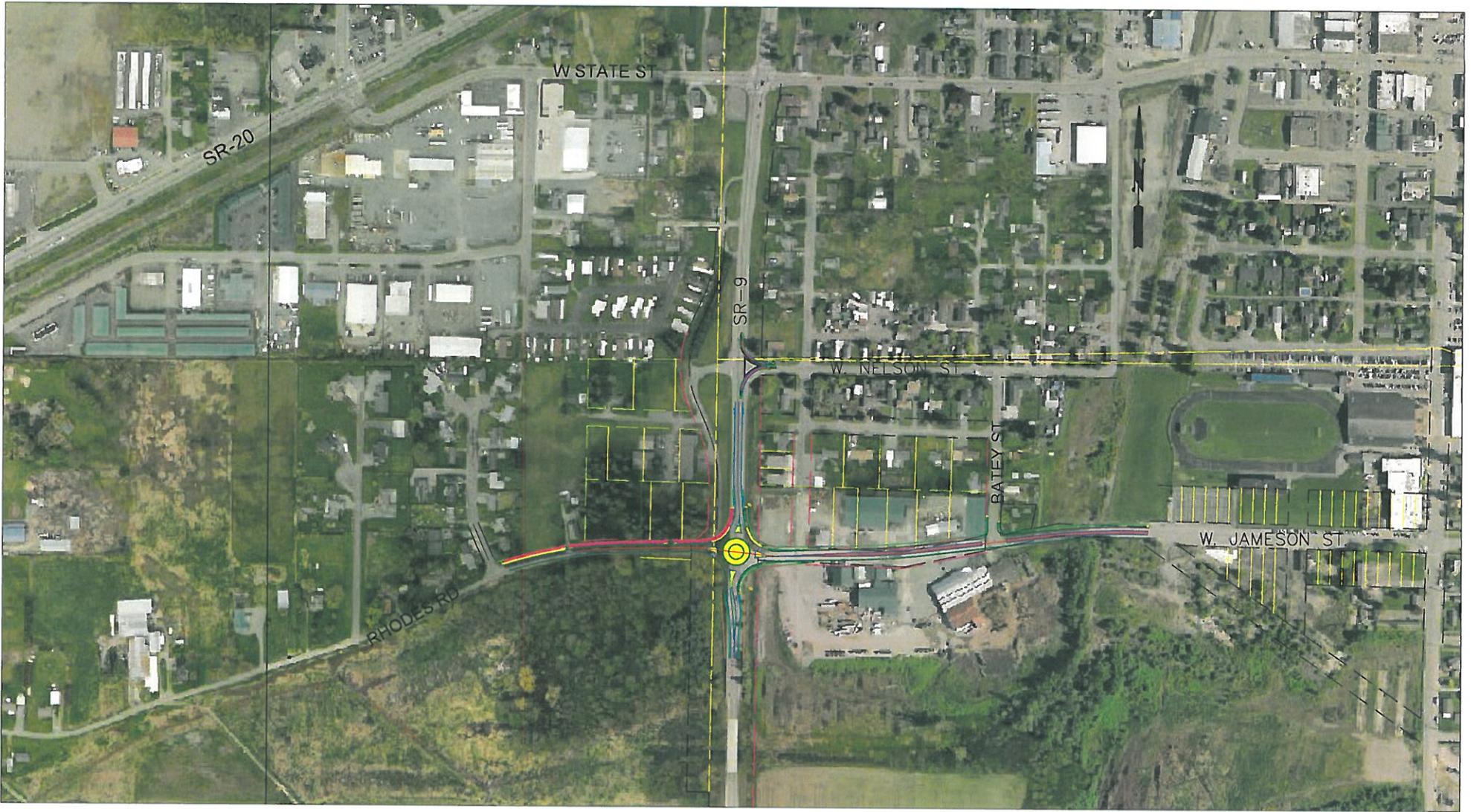
**FAA Involvement**  
Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  Yes  No

**Remarks**

This prospectus is for federal and local funding to completed the design and environmental phase for this project, including preparation of right of way plans. Design work for this project started in 2009 utilizing local funds. Design and environmental was completed to 30% plans in 2009. Conceptual Design Approval for the proposed roundabout intersection was received from the WSDOT Assistant State Design Engineer on June 1, 2009.

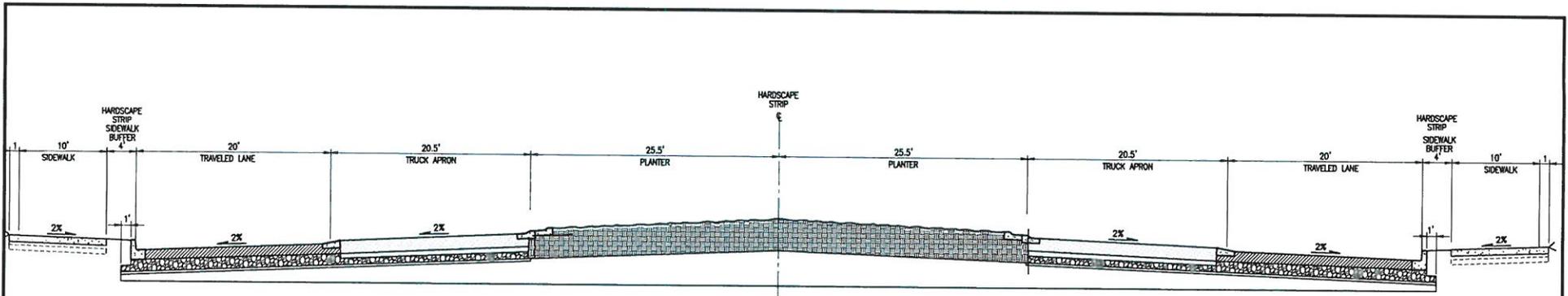
This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Sedro-Woolley  
 Date 7/2/2014  
 By  Mayor/Chairperson

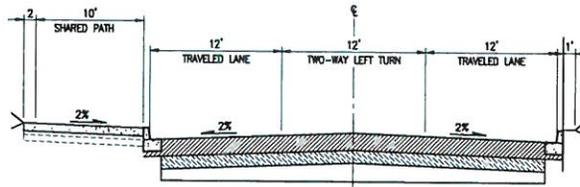


CITY OF SEDRO-WOLLEY  
JAMESON ARTERIAL EXTENSION TO SR9  
VICINITY MAP





**ROUNDABOUT**  
**ROADWAY SECTION "A"**  
 (SR9/JAMES STREET/RHODES ROAD)



**ROADWAY SECTION "B"**  
 (JAMESON STREET)

P:\SEDRO-WOOLLEY\2002 - Jameson Street Arrival Extension\2002\PS&E - 112 - Submit\1202-typical.mxd 1/16/2014 5:10 PM

NO.	DATE	BY	APPR	REVISIONS

APPROVED FOR CONSTRUCTION		DESIGNED BY	DATE
ENGINEERING MANAGER	DATE	DRAWN BY	DATE
PROJECT MANAGER	DATE	CHECKED BY	DATE
PROJECT ENGINEER	DATE	APPROVED BY	DATE
		FILENAME:	2002-typical r12c.dwg



CITY OF SEDRO-WOOLLEY, WASHINGTON  
 JAMESON STREET EXTENSION AND SR9 ROUNDABOUT DESIGN

ROADWAY SECTIONS

DRAWING NUMBER	RS1
SHEET	00

# Local Agency Agreement

Agency Sedro-Woolley  
 Address 325 Metcalf  
Sedro-Woolley, WA 98284

**CFDA No. 20.205**  
 (Catalog of Federal Domestic Assistance)  
 Project No. \_\_\_\_\_  
 Agreement No. \_\_\_\_\_  
**For OSC WSDOT Use Only**

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

### Project Description

Name Jameson Arterial Extension to SR9 Length 0.32 miles  
 Termini SR9 MP 55.20 to Batey Road

### Description of Work

Relocate existing secondary arterial to new alignment with a new roundabout intersection at SR9, including drainage, curbs, bicycle/pedestrian path, HMA, pavement markings and illumination.

Proposed Advertisement Date:

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
<b>PE</b>			
<u>86.5</u> % a. Agency	35,180.00	4,749.00	30,431.00
b. Other Consultant	219,936.00	29,692.00	190,244.00
c. Other Consultant (Non-participating)	150,000.00	150,000.00	0.00
Federal Aid Participation Ratio for PE d. State	5,000.00	675.00	4,325.00
e. Total PE Cost Estimate (a+b+c+d)	<b>410,116.00</b>	<b>185,116.00</b>	<b>225,000.00</b>
<b>Right of Way</b>			
% f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
<b>Construction</b>			
k. Contract			
l. Other			
m. Other			
n. Other			
% o. Agency			
Federal Aid Participation Ratio for CN p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	<b>410,116.00</b>	<b>185,116.00</b>	<b>225,000.00</b>

Agency Official  
 By   
 Title Mike Anderson, Mayor

Washington State Department of Transportation  
 By \_\_\_\_\_  
 Director of Local Programs  
 Date Executed \_\_\_\_\_

**Construction Method of Financing** (Check Method Selected)

**State Ad and Award**

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

**Local Force or Local Ad and Award**

- Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

\_\_\_\_\_, \_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_

**Provisions**

**I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

**II. Delegation of Authority**

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

**III. Project Administration**

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

**IV. Availability of Records**

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

**V. Compliance with Provisions**

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 360, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

## **VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

### **1. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

## **VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

## **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## **IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

## **X. Traffic Control, Signing, Marking, and Roadway Maintenance**

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

## **XI. Indemnity**

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

## **XII. Nondiscrimination Provision**

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

## **XIII. Liquidated Damages**

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

#### **XIV. Termination for Public Convenience**

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

#### **XV. Venue for Claims and/or Causes of Action**

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

#### **XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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) 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 federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

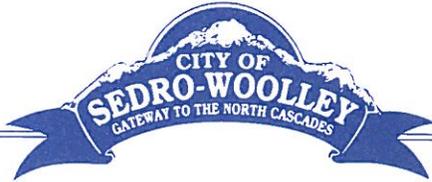
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients 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. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **Additional Provisions**

JUL 09 2014

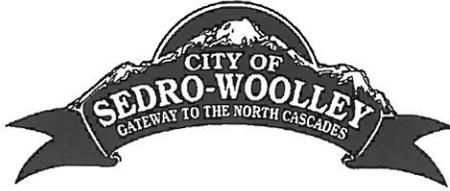
7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 5



SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

**2<sup>ND</sup> READING  
OLD BUSINESS**



CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 09 2014

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 6

**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Comments on the Draft EIS for the Skagit River GI Study  
FOR MEETING: July 9, 2014

ISSUE: Should the Council adopt the attached resolution which provides formal written comments regarding the draft environmental impact statement for the Skagit GI Study?

BACKGROUND: This comes to the City Council as a second reading tonight following the presentation at last meeting and discussion regarding the proposal.

As was discussed at the last meeting, the tentatively selected plan (TSP) appears to build new dikes and taller dikes around Burlington and portions of Mount Vernon. The consequence of all of this new diking appears to include forcing flood water into the City of Sedro-Woolley. As Commissioner Dillon stated at our last meeting, she was told that she would be walking through water to get to her house. Her house is located outside of the 100 year flood risk zone as is nearly all of the city.

The DEIS does not include a careful study of the post-TSP conditions. The primary message of the proposed comments in the attached resolution is that the USACE and the County must include that analysis in the final EIS so those of us who may be harmed know the extent of the harm before the project is approved and funded.

POSSIBLE MOTION: Motion to adopt Resolution \_\_\_\_-14, a resolution commenting on the Skagit GI Study.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON  
COMMENTING ON THE DRAFT FEASIBILITY REPORT AND  
ENVIRONMENTAL IMPACT STATEMENT FOR THE SKAGIT RIVER  
FLOOD RISK MANAGEMENT GENERAL INVESTIGATION**

*Whereas*, the City of Sedro-Woolley was an active partner in the Corps of Engineers General Investigation of flooding on the Skagit River until recently when the City was no longer included in meetings and discussions about flood reduction alternatives including the process for identifying the Tentatively Selected Plan (TSP), and

*Whereas*, the original intent of the Skagit River GI Study was to include a comprehensive, system-wide approach to flood risk mitigation which included the City of Sedro-Woolley and was the reason the City of Sedro-Woolley was so engaged in this process and helped fund the local match, and

*Whereas*, the Draft Feasibility Report and Environmental Impact Statement for the Skagit River Flood Risk Management General Investigation that was issued by the U.S. Army Corps Engineers (USACE) and Skagit County in May of this year does not include information that is adequate to allow the City of Sedro-Woolley to understand the consequences of the TSP, and

*Whereas*, the Draft Environmental Impact Statement (DEIS) does not include a careful analysis of the post-project conditions, and

*Whereas*, prior studies and analysis has demonstrated that raising the dikes downriver from Sedro-Woolley raises the flood levels within and around the City of Sedro-Woolley to include critical infrastructure, human lives, and real property, and

*Whereas*, it is not possible for the community in general and the City of Sedro-Woolley in particular to provide meaningful comments on the TSP without the post-project conditions clearly studied, and

*Whereas*, the City Council of the City of Sedro-Woolley supported the GI Study in an effort to find a Skagit River system wide flood reduction solution rather than a transfer of risk plan from a higher assessed value community to a lower assessed value community,

*Now, therefore*, be it resolved by the City Council of the City of Sedro-Woolley:

**Section 1.** The DEIS is inadequate to allow the City and the community to understand the TSP as it fails to provide post-project modeling which is necessary to fully describe the impacts to the people and infrastructure of the City of Sedro-Woolley including

impacts to the environment, economic losses, lives, property, on-going future risk and reductions to quality of life and impact on low-income households who may be at risk of losing their homes as a result of consequential changes to the base flood elevation from the TSP that may trigger mandatory participation in the federal flood insurance program and other intended and unintended consequences.

**Section 2.** The City Council of the City of Sedro-Woolley has grave concerns about the possible transfer of flood risk from historical and traditional flood prone areas which have been heavily developed in recent decades to areas that developed over a century ago and which have never been at significant risk of flooding as may be possible if the TSP is constructed.

**Section 3.** The City Council of the City of Sedro-Woolley requests Skagit County and the USACE to fully study the impacts of the TSP on the City of Sedro-Woolley and include the results within the scope of the final environmental impact statement and to further include as part of the finally selected plan all necessary measures to ameliorate the harm to the people, property and infrastructure of Sedro-Woolley that result from the finally selected plan.

**Section 4.** The City Council requests personal follow-up from Skagit County and USACE regarding these critical issues.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 9<sup>th</sup> day of July, 2014, and signed in authentication of its passage this 10<sup>th</sup> day of July, 2014.

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Mike Anderson, Mayor

Attest:

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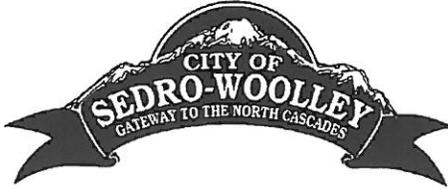
Patsy Nelson, Finance Director

Approved as to form:

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Eron Berg, City Attorney

**2<sup>ND</sup> READING  
OLD BUSINESS**



**CITY OF SEDRO-WOOLLEY**  
CITY COUNCIL AGENDA Sedro-Woolley Municipal Building  
REGULAR MEETING 325 Metcalf Street

Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

**JUL 09 2014**

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 7

Eron M. Berg  
City Supervisor/Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: HOME interlocal agreement resolution  
FOR MEETING: July 9, 2014

ISSUE: Should the Council adopt the attached resolution which authorizes the Mayor to sign the interlocal agreement regarding the HOME Consortium?

BACKGROUND: This comes to the City Council as a second reading tonight following the presentation at last meeting from Paul Schissler.

Attached is a letter from County Administrator Halloran, a document regarding the consortium, the proposed interlocal agreement and the draft resolution.

POSSIBLE MOTION: Motion to adopt Resolution \_\_\_\_-14, a resolution authorizing the Mayor to sign the HOME Consortium interlocal agreement.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION of the City of Sedro-Woolley to authorize an Interlocal Cooperation Agreement with other municipalities in Skagit County, Whatcom County and Island County, agreeing to participate as a Member of a regional Consortium that will qualify the area for additional funding to address homelessness and the shortage of homes affordable to lower-wage workers and others**

**WHEREAS**, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

**WHEREAS**, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

**WHEREAS**, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

**WHEREAS**, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

**WHEREAS**, eligible Members of a potential three-county HOME Consortium have determined that cooperating to establish a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into interlocal agreements to cooperate for public benefit purposes;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Sedro-Woolley authorizes Mayor Anderson to sign an Interlocal Cooperation Agreement that allows the City of Sedro-Woolley to participate as a Member of a Consortium for an initial period ending in July 2018.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of July, 2014, and signed in authentication of its passage this \_\_\_\_ day of July, 2014.

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Patsy Nelson, Finance Director

Approved as to form:

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Eron Berg, City Attorney



## SKAGIT COUNTY BOARD OF COMMISSIONERS

TIM HOLLORAN  
COUNTY ADMINISTRATOR

To: Potential Members of a Regional HOME Consortium for Housing Affordability:  
Anacortes, Blaine, Burlington, Concrete, Coupeville, Everson, Ferndale, Hamilton,  
Island County, La Conner, Langley, Lynden, Lyman, Mount Vernon, Nooksack, Oak  
Harbor, Sedro-Woolley, Sumas, and Whatcom County

From: Skagit County Board of Commissioners

Date: May 6, 2014

Re: Support for a Resolution Agreeing to Regional Cooperation for Housing Affordability

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The Skagit County Board of Commissioners requests that you adopt a Resolution to authorize an Interlocal Cooperation Agreement with other municipalities in Skagit County, Whatcom County and Island County.

Local governments working together can accomplish more as we all try to address the shortage of homes that lower-wage workers and others can afford.

By agreeing to participate as a Member of a Regional Consortium, you will help our region become eligible for additional matching grants in an effort to end homelessness and address the shortage of homes affordable to lower-wage workers, fixed-income seniors, disabled veterans and other low-income individuals who cannot afford to lease or own.

To become eligible, we are required to follow the guidelines in the "HOME Investment Partnerships Program" which calls for a Resolution from local governments that agree to cooperate at the regional level. More information about the HOME Program is attached, in a one (1) page summary, and for those who want more detail, in a fourteen (14) page explanation of HOME Consortium requirements.

Skagit County has offered to serve as Lead Agency and as the HUD grantee, and we ask you to adopt a Resolution (attached), agreeing to cooperate as part of the HOME Consortium. Eighteen (18) other local governments in our three (3) County area are being asked to join the Consortium, including: Island, Skagit and Whatcom Counties and each Town and City in our three County area (except Bellingham, which currently receives HOME funding and is therefore ineligible). If local governments cooperate, our three Counties would qualify for grant funds, and the grant amount would increase if each Town participates, based on our combined population total.

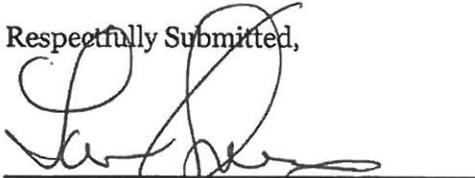
The Resolution authorizes an Interlocal Cooperation Agreement with Skagit County as the Lead Agency of a HOME Consortium. As a Member of the HOME Consortium, your obligations would be limited, as listed in the Interlocal Cooperation Agreement; essentially, to provide input and stay supportive. No City, Town or County will be required to accept HOME grant funds, and no matching funds would be required of a City or Town.

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Paul Schissler is assisting Skagit County with the paperwork and process for establishing the regional Consortium, and Mr. Schissler is available to help answer questions before and during the agenda when Council takes up this Resolution. He can be reached at (360) 201-8900 and by e-mail at PaulS@Schissler.com.

We ask that at your earliest opportunity, you adopt this Resolution authorizing the Interlocal Cooperation Agreement. Thank you for your consideration.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Tim Holloran', written over a horizontal line.

Tim Holloran, County Administrator



## Home Investment Partnerships Program

HOME Program

Number: 14.239

Agency: Department of Housing and Urban Development

Office: Office of Community Planning and Development

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### PROGRAM INFORMATION

#### Authorization (040):

National Affordable Housing Act 1990, Title II.

#### Objectives (050):

To expand the supply of affordable housing, particularly rental housing, for low and very low income Americans; to strengthen the abilities of State and local governments to design and implement strategies for achieving adequate supplies of decent, affordable housing; and to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and nonprofit organizations, in the production and operation of affordable housing.

#### Types of Assistance (060):

FORMULA GRANTS

#### Uses and Use Restrictions (070):

For use by participating jurisdictions or Insular Areas for housing rehabilitation, tenant-based rental assistance, assistance to homebuyers, acquisition of housing and new construction of housing. Funding may also be used for other necessary and reasonable activities related to the development of non-luxury housing, such as site acquisition, site improvements, demolition and relocation. Ten percent of a participating jurisdiction's allocation may be used for administrative costs. Funds may not be used for public housing modernization, matching funds for other Federal programs, reserve accounts or operating subsidies for rental housing, Annual Contributions Contracts, or activities under the Low Income Housing Preservation Act except for priority purchasers.

#### Eligibility Requirements (080)

##### Applicant Eligibility (081):

States, cities, urban counties, and consortia (of contiguous units of general local governments with a binding agreement) are eligible to receive formula allocations; funds are also set aside for grants to Insular Areas.

##### Beneficiary Eligibility (082):

For rental housing, at least 90 percent of HOME funds must benefit low and very low income families at 60 percent of the area median income; the remaining ten percent must benefit families below 80 percent of the area median. Assistance to homeowners and homebuyers must be to families below 80 percent of the area median.

**INTERLOCAL COOPERATION AGREEMENT  
TO ESTABLISH A HOME CONSORTIUM AND RECEIVE FUNDS  
UNDER THE NATIONAL AFFORDABLE HOUSING ACT  
FOR THE PROGRAM YEARS 2015 THROUGH 2017**

This Interlocal Cooperation Agreement (hereinafter Agreement) is entered into by and between Skagit County (hereinafter Lead Agency), and Anacortes, Blaine, Burlington, Concrete, Coupeville, Everson, Ferndale, Hamilton, Island County, La Conner, Langley, Lynden, Lyman, Mount Vernon, Nooksack, Oak Harbor, Sedro-Woolley, Sumas, Whatcom County (hereinafter Members) (*Note that this page of final Agreement will include names of Members that adopt a Resolution agreeing to join*) for the purpose of establishing a regional HOME Consortium to receive and administer federal funds under the HOME Investment Partnership Program. This Agreement will become effective upon adoption by the Members and approval by the U.S. Department of Housing and Urban Development (HUD).

**RECITALS**

WHEREAS, the three-county region has a shortage of homes that lower-wage workers and other low-income people can afford, using thirty percent of gross household income for housing costs; and

WHEREAS, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

WHEREAS, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very-low-income families, including the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990 (NAHA), as implemented by HUD through regulations at Title 24, Code of Federal Regulations, Part 92 (HOME regulations); and

WHEREAS, HOME regulations allow a group of contiguous units of general local government (UGLGs) to organize as Members that establish a HOME Consortium for the purposes of obtaining HOME grant funding from HUD that will assist in improving the supply of decent, safe and affordable homes for low-income people and will strengthen partnerships among all levels of government and the private sector; and

WHEREAS, the Members have determined that obtaining HOME grant funding will increase their ability to assist with efforts to end homelessness and for the provision of affordable homes for residents with incomes at or below sixty percent of the area median income; and

WHEREAS, the Members are not individually eligible to obtain an allocation of HOME grant funding from HUD; however, the Members can cooperate to establish a HOME Consortium that will be eligible to obtain an allocation of HOME grant funding from HUD; and

WHEREAS, the Members have determined that it will be mutually beneficial and in the public interest to enter into this Interlocal Cooperation Agreement to establish a HOME Consortium in order to become eligible for HOME grant funding; and

WHEREAS, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington permits local governments to enter into agreements to cooperate for beneficial purposes and these purposes can include regional cooperation to establish a HOME Consortium; and

WHEREAS, HOME regulations specify the topics and content that Members must include in an interlocal cooperation agreement that establishes a HOME Consortium, and the HOME regulations require that the HOME Consortium Members select one Member to act as Lead Agency for all Members in communications with HUD and as the HOME grant recipient on behalf of the Consortium; and

WHEREAS, Skagit County has offered to serve as the Lead Agency on behalf of the Members that enter into an interlocal cooperation agreement for the purpose of implementing a regional HOME-funded program to enhance cooperation among local jurisdictions to increase the availability of resources available to local governments to address the housing-related problems of lower-income people and to implement local Plans to End Homelessness; and

WHEREAS, the Lead Agency has offered to administer such federal funds for itself and on behalf of the Members;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Members mutually agree to the following terms and conditions.

## **1. DEFINITIONS**

For the purpose of this Agreement, the terms defined in this section have the meanings given to them:

- A. "Consolidated Plan" is a HUD required document that serves as a planning and budgeting document for the HOME Consortium and as a HOME grant funding application. The Consortium will develop a Consolidated Plan by May 15, 2015.
- B. "Consortium" means the Members and Lead Agency acting together pursuant to this Agreement.
- C. "HOME Regulations" means the rules, regulations and guidelines promulgated pursuant to the NAHA, including but not limited to 24 CFR Parts 91 and 92, as amended.
- D. "Lead Agency" means Skagit County, designated by the Members as the unit of general local government to act in a representative capacity for all Members for the purpose of entering into a HOME grant agreement with HUD.

- E. “Member” means a unit of general local government that is a signatory to this Agreement and therefore becomes a Member of the Consortium.
- F. “Subrecipient” means a Member who carries out HOME-funded activities after entering into a separate written agreement with the Lead Agency.

## 2. PURPOSE

The purpose of this Agreement is to establish a HOME Consortium that will be eligible for HOME grant funds to increase the Members’ ability to assist in the provision of housing affordable for low-income residents.

## 3. AGREEMENT

- A. **Term:** The initial term (also known as “qualification period”) of this Agreement shall be for a period with an end date of June 30, 2018 that includes the federal fiscal years 2015, 2016 and 2017, with funding potentially becoming available after June 30, 2015. Members agree to participate for the term of this agreement and may choose to opt out of future agreements.
- B. **Execution:** This Agreement shall be executed by the appropriate officers of each Member and the Lead Agency pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing resolutions and executed Agreement shall be filed promptly at the offices of the Lead Agency.
- C. **Consolidated Plan:** The Lead Agency is responsible for preparing and submitting the Consolidated Plan to HUD. The Members shall cooperate in the preparation of the Consolidated Plan by providing input during the preparation of the Consolidated Plan and by assisting the Lead Agency in holding any required public meetings during the preparation of the Consolidated Plan.
- D. **Program Administration:** Skagit County, as Lead Agency, agrees to have decision-making authority regarding the Consolidated Plan and implementation, as well as oversight and authority on issues affecting the Consortium activities. The Lead Agency will be entitled to up to ten percent of the HOME Consortium grant allocation, as well as up to ten percent of program income, for eligible planning and administrative costs. The Lead Agency will provide staff support for a HOME Consortium Advisory Committee that will assist with preparation of the Consolidated Plan, project selection criteria, and selection of recommended projects for HOME funding agreements.
- E. **Allocating HOME Program Funding:** The annual allocation of HOME program funds will be based on the recommendation from the HOME Consortium Advisory Committee and adopted in the Consolidated Plan and its annual Action Plan.

- F. **HOME Consortium Advisory Committee:** An Advisory Committee shall be created for the purpose of identifying the general activities and priorities to be undertaken by the Consortium with HOME grant funds. Each Member may appoint a representative to serve on the Advisory Committee. The Advisory Committee will also participate in the development of the Consolidated Plan, establish decision-making procedures for the Consortium, serve in an advisory capacity for the programs and projects funded with HOME expenditures, make recommendations to the Lead Agency's governing body, and provide advice for the successful implementation of the Consolidated Plan and the HOME Consortium's programs.
- G. **Matching Funds:** No Member will be required to accept HOME grant funds, and no matching funds will be required of a Member that does not enter into a separate written agreement for HOME-funded activities. Members shall be responsible for providing matching funds for any HOME pass-through grant funds allocated to and accepted for use by that Member under terms to be specified in a HOME Subrecipient agreement. No matching funds will be required from a Member that does not enter into a HOME Subrecipient agreement.

Matching funds shall be reported to the Lead Agency, in a format to be determined by the Lead Agency, by the end of each federal fiscal year of this agreement.

- H. **Affirmatively Furthering Fair Housing:** The Lead Agency and the Members agree to affirmatively further fair housing with all HOME Consortium funds under this Agreement in compliance with 24 CFR 92.350. Each Member that enters into a HOME Subrecipient agreement will be responsible for compliance with HUD regulations and, if applicable, for their own preparation and submission to HUD of an Analysis of Impediments to Fair Housing Choice. The Members agree that funding activities will be prohibited if a Member does not affirmatively further fair housing within its jurisdiction or impedes actions intended to comply with the Consortium's fair housing certification. The Members acknowledges noncompliance by a Member may provide cause for funding sanctions or remedial actions by HUD.
- I. **Program Income:** Program Income as defined at 24 CFR 92.2 generated by a Member will be held by each Member in a separate account specific to the HOME Program. Program Income will be used first before any additional HOME funds are drawn or requested for reimbursement, and appropriate documentation of the receipt and use of program income will be provided to the Lead Agency in a format to be determined by the Lead Agency and as required for reporting to HUD.
- J. **Indemnification:** Each Member agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Members of

the Consortium harmless from such liability. It is further provided that no liability shall attach to Skagit County as Lead Agency by reason of entering into this agreement except as expressly provided herein. The Members of the Consortium agree to reasonably cooperate in the event litigation is brought against one or more of the Members pursuant to this Agreement by any third party.

#### 4. LEAD AGENCY RESPONSIBILITIES

- A. **Responsibilities:** The Lead Agency will be the governmental entity required to execute all grant agreements for HOME funds received from HUD pursuant to the Consortium's request for HOME funds. The Lead Agency will thereby become and will be held by HUD to have full responsibility for the execution of the HOME Program in compliance with HOME rules, including the requirements of the Consolidated Plan. The Lead Agency will be responsible for leading the development of the Consortium's Consolidated Plan with an annual Action Plan component and for required administrative functions such as reporting on the activities of the Consortium and serving as the liaison between HUD and Consortium Members, for meeting the requirements of other applicable laws, and for the performance of the HOME-funded activities including the HOME-funded projects and activities to be conducted by the Subrecipients.
- B. **Pass-through Grant Funds:** The Lead Agency shall monitor the performance of any Member that receives pass-through HOME funds and will hold a Member jurisdiction accountable, under terms to be specified in HOME Subrecipient agreement, for compliance with the requirements set forth in HUD regulations.
- C. **Administrative Activities for the Consortium:** The Lead Agency agrees to provide administrative functions for the Consortium, and specific administrative tasks include, but are not limited to, coordinating the public participation process, developing necessary forms and implementation agreements with Members that receive pass-through HOME funds, drafting program descriptions, notices of funding availability and requests for proposals, confirming that a Subrecipient is not debarred from federal funds, providing technical assistance to project sponsors, confirming compliance of funded projects as specified in a HOME Subrecipient agreement, and preparing required reports.
- D. **Administrative Activities for Members:** The Lead Agency's administrative obligations to the Members shall be limited to the performance of the administrative and program tasks necessary to make HOME funds available to the Members under terms to be specified in HOME Subrecipient agreements and to provide reporting to HUD on the various projects funded with HOME funds under provisions to be specified in HOME Subrecipient agreements.

- E. **Reporting Requirements:** The Lead Agency will require Subrecipients with HOME-funded activities or projects to provide the Lead Agency with HOME Program activity reports including information about program income, if any, derived from the HOME-funded activities.
- F. **Communication:** The Lead Agency will be responsible for communicating periodically, at least once per quarter, to each Member and other interested parties, providing a Consortium status report, an update on prior communications, and requests for feedback and input on pertinent topics. Additional communication protocol will be established during the development of the Consolidated Plan.

## 5. MEMBERS' RESPONSIBILITIES

- A. **Action Plan/Consolidated Plan Submissions:** The Members shall provide input that will assist the Lead Agency with the preparation of a Consolidated Plan.
- B. **Reporting Requirements:** If a Member receives any HOME funds under terms to be specified in a HOME Subrecipient agreement, the Member shall prepare and submit to the Lead Agency for consolidation into a combined report the following reports, if applicable, for submission to HUD according to applicable deadlines: Analysis of Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, federal cash transaction reports, and annual HOME Consolidated Action Plan Evaluation Report(s)(CAPER) as well as preparing and submitting any other reporting requirements that are required by HUD.
- C. **Lead Agency and Member Cooperation:** The Lead Agency shall cooperate and work with each Member that receives any HOME pass-through funds under terms to be specified in a HOME Subrecipient agreement for activities to be conducted or performed within the Member's jurisdiction during the Federal Program Years this Agreement is in effect.
- D. **Disallowed Expenditures:** Each Member that receives pass-through HOME funds under terms to be specified in a HOME Subrecipient agreement shall assume full responsibility for repayment of HOME funds for all expenditures made by their jurisdictions that are disallowed by HUD.
- E. **Eligible Expenditures:** Each Member that receives pass-through HOME funds under terms to be specified in a HOME Subrecipient agreement shall assume overall responsibility for ensuring their projects related to the Consortium's HOME Program are carried out in compliance with the requirements set forth in HUD regulations.
- F. **Eligibility Review and Compliance Monitoring:** Each member that receives pass-through HOME funds under terms to be specified in a HOME

Subrecipient agreement shall provide monitoring of the compliance of projects funded with HOME funds to ensure that they comply with applicable Federal laws and regulations including property standards.

**6. SPECIAL PROVISIONS**

- A. **Amendments:** All amendments to this Agreement must be in writing and signed by all Members except that the Lead Agency shall have authority to amend the Agreement on behalf of all Members to add new Members to the Consortium.
- B. **Severability:** Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.
- C. **Financial Obligations of the Parties:** Each party's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year obligation, a pledge of the credit of either party, or a payment guarantee by either party to the other party. No Member incurs any financial obligation unless it later signs a HOME Subrecipient agreement.

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IN WITNESS THEREOF, the undersigned Members have executed this Agreement:

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF SEDRO-WOOLLEY**

\_\_\_\_\_  
Mayor Mike Anderson

\_\_\_\_\_  
Date

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

\_\_\_\_\_  
Ron Wesen, Chair

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Attest:

\_\_\_\_\_  
Sharon D. Dillon, Commissioner

\_\_\_\_\_  
Clerk of the Board

Recommended:

\_\_\_\_\_  
Department Head

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director