

## 1. Agenda

Documents:

[04-11-19 AGENDA.PDF](#)

## 2. Meeting Materials

Documents:

[3-28-19 CC MEETING MINUTES.PDF](#)  
[5A ECON DEV BOARD MEETING MINUTES.PDF](#)  
[6A FC REPORT.PDF](#)  
[7A VOUCHERS.PDF](#)  
[BUDGET AMENDMENT NO 1.PDF](#)  
[HERITAGE PARK ALEA GRANT AND CONSULTANT CONTRACT.PDF](#)  
[MRSC ROSTER AGREEMENT.PDF](#)  
[PTAC APPOINTMENT.PDF](#)  
[PWC COMMITTEE MEETING MINUTES.PDF](#)  
[THRIFTY FOOD PARKING LOT AGREEMENT.PDF](#)  
[TOUCH A TRUCK.PDF](#)  
[WCIA RISK MANAGEMENT GRANT.PDF](#)



**AGENDA**  
**CITY COUNCIL REGULAR MEETING**

***Thursday, April 11, 2019 – 7:00 p.m.***

***\*\* Volunteer Appreciation Event to be held  
before the meeting at 5:00p.m.***

Stanwood-Camano School District  
Administration Building Board Room  
26920 Pioneer Highway, Stanwood, WA 98292

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. CITIZEN COMMENTS**
- 5. STAFF REPORTS**
  - a. Economic Development Board Meeting Minutes March 21, 2019
- 6. COMMITTEE REPORTS**
  - a. Finance
  - b. Public Works
- 7. CONSENT AGENDA**
  - a. Approve Vouchers and Payroll Checks
  - b. Approve March 28, 2019 Regular Meeting Minutes
  - c. Approve Touch-a-Truck Special Event Permit and City Sponsorship
  - d. Approve the Mayor's Appointment to PTAC
  - e. Authorize the Mayor to Sign MRSC Roster Agreement
  - f. Authorize the Mayor to Sign Indemnification Agreement for use of Thrifty Foods Lot
- 8. OLD BUSINESS**
  - a. Ordinance 1473 2019-20 Budget Amendment No.1, Second Reading & Final Adoption
- 9. NEW BUSINESS**
  - a. Authorize the Mayor to Accept WCIA Risk Mitigation Grant
  - b. Authorize the Mayor to Sign ALEA Grant and Approve Scope of Work with JA Brennan
- 10. REPORTS OF OFFICERS AND COMMITTEES**
  - a. Mayor's Report
  - b. City Administrator's Report
  - c. Councilmember Reports/Questions
- 11. CITIZEN CLOSING COMMENTS**
- 12. ADJOURN**

**Upcoming Meetings:**

April 25, 2019 Regular Meeting

May 9, 2019 Regular Meeting



**CITY OF STANWOOD  
COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 7b

**DATE:** April 11, 2019

**SUBJECT:** City Council March 28, 2019 Regular Meeting Minutes

**CONTACT PERSON:** Erica Schorn, Deputy Clerk

**ATTACHMENTS:** A – Council Regular Meeting Minutes

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**SUMMARY STATEMENT**

Minutes of the March 28, 2019 Regular City Council Meeting are attached.

**RECOMMENDED MOTION**

**I MOVE TO APPROVE THE MINUTES OF THE MARCH 28, 2019 REGULAR COUNCIL MEETING AS PRESENTED.**

**CITY OF STANWOOD**  
Regular Meeting of the City Council  
Thursday, March 28, 2019 – 7:00 p.m.  
Stanwood Camano School District Administration Board Room  
**MINUTES**

**1. Call to Order and Pledge of Allegiance**

Mayor Leonard Kelley called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

**2. Roll Call**

Deputy Clerk Erica Schorn called the roll with the following Councilmembers present: Rob Johnson, Larry Sather, Kelly McGill, and Judy Williams. The meeting was quorate.

Also present: Assistant Public Works Director/City Engineer Shawn Smith, Community Development Director Patricia Love, Finance Director David Hammond, Police Chief Norm Link, City Attorney Brett Vinson, City Administrator Jennifer Ferguson, and Deputy Clerk Erica Schorn.

*Motion by Councilmember Sather, Second by Councilmember Johnson, to excuse Councilmembers White, Callaghan, and Pearce. Motion carried unanimously.*

**3. Approval of the Agenda**

*Motion by Councilmember Sather, second by Councilmember Williams, to amend the agenda to delete Item 11. Johnson – yes, Sather – yes, McGill – no, Williams – yes. Motion carried.*

Councilmember McGill asked why council wishes to delete the second citizen comment period.

Councilmember Sather stated that most municipalities do not allow two citizen comment periods.

**4. Citizen Comments**

Steve Shepro – 8611 280<sup>th</sup> ST NW

Mr. Shepro commented on transparency and open government, and suggested council cultivate all citizen comments.

Tim Schmitt – 27308 101st Ave

Mr. Schmitt commented on the Arts Advocacy Committee. He also informed council that Glass Quest brought in new customers to the Thrift Store.

Cathy Wooten – 27828 84<sup>th</sup> Ave NW

Mrs. Wooten stated she appreciates the responses she has received from council to her emails, and encourages the remaining councilmembers to respond. She also requested staff give responses to citizen comments when appropriate.



# Stanwood City Council Meeting Minutes – March 28, 2019

## 5. Staff Reports

- a. Police Compstat Report – February 2019
- b. Library Board Meeting Minutes – March 11, 2019

## 6. Committee Reports

- a. Public Works
- b. Community Development

## 7. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve March 14, 2019 Regular Meeting Minutes
- c. Authorize the Mayor to Subscribe to BIAS Connect Online Software
- d. Resolution 2019-06 Adoption of Amended Salary and Benefit Schedule

*Motion by Councilmember Sather, Second by Councilmember McGill, to approve the consent agenda items a through d. Motion carried unanimously.*

## 8. Old Business

- a. Ordinance 1472 Transfer of Private Drainage Systems Code Amendment, Second Reading and Final Adoption

Community Development Director Love presented the second reading of Ordinance 1472 including the changes discussed at the March 14, 2019 council meeting. Director Love discussed the changes and recommended council adopt Ordinance 1472.

Councilmember Johnson thanked staff for their work on this Ordinance.

*Motion by Councilmember Sather, second by Councilmember McGill, to approve second reading and final adoption of Ordinance 1472 Amending Stanwood Municipal Code, Chapter 12.14.040, providing an option to transfer ownership of private drainage facilities to the City of Stanwood. Motion carried unanimously.*

## 9. New Business

- a. Resolution 2019-05 Revised Consolidated Schedule of Fees and Charges

Community Development Director Patricia Love presented an updated fee and charges resolution. Director Love discussed the changes to the fee schedule. She proposed an additional amendment to the fee schedule that was not included in the packet; changing the Fire Marshal hourly rate from \$47/hour to \$85/hour. This is based on the current Fire Marshal's pay rate.

## Stanwood City Council Meeting Minutes – March 28, 2019

*Motion by Councilmember Sather, second by Councilmember Williams, to amend Resolution 2019-05 to change the Fire Marshal's rate to \$85.00 per hour. Motion carried unanimously.*

*Motion by Councilmember Sather, second by Councilmember Johnson, to approve Resolution 2019-05 updating the 2019 consolidated fee and charge schedule as amended. Motion carried unanimously.*

Councilmember McGill thanked Director Love and staff for making the changes to the water and sewer availability fees.

### b. Ordinance 1474 Richardson Street Vacation, First Reading

Community Development Director Patricia Love presented first reading of Ordinance 1474. Council previously approved a street vacation adjacent to the Home Center. An appraisal and survey have been completed. The property owner, Carolyn Richardson, proposed turning over her ownership of the parking lot in front of the Stanwood House on 270<sup>th</sup> Street to the City as an option versus her paying half the cost of the appraised right-of-way value as required by state law. The parking lot would provide parking for commercial uses and festivals. Ms. Richardson would like to retain 6 parking stalls to serve her properties. The Mayor and Community Development Committee reviewed this suggestion and recommended council approval.

Councilmember McGill asked what instrument would be used to ensure Ms. Richardson's access to those stalls.

Director Love stated a recorded parking agreement would be put in place.

*Motion by Councilmember Sather, second by Councilmember Williams, to approve first reading of Ordinance 1474 vacating a portion of unopened 270<sup>th</sup> Street NW and Camano Street Right-of-Way, direct the City Attorney to prepare the necessary paperwork to obtain title to the property located at 9921 270<sup>th</sup> Street, and to bring back the ordinance for second and final reading. Motion carried unanimously.*

### c. Disc Golf Volunteer Project at Church Creek Park

Community Development Director Patricia Love presented a request submitted by Alex Glasglow to expand the Church Creek Disc Golf Course from the existing 9-hole course to 18-holes. An expanded course could be used for tournaments which would draw people to Stanwood. The City would fund the expansion at a cap of \$3,000. The Public Works Committee recommended approval of the expansion. The PTAC originally recommended approval, but later had some reservations. The Community Development Committee took the PTAC recommendation into consideration, but ultimately decided to support the expansion.

*Motion by Councilmember Sather, second by Councilmember McGill, to approve the request by Alex Glasglow to expand the Church Creek Disc Golf Course to 18 holes and support the project with a donation of half the equipment cost up to \$3,000. Motion carried unanimously.*

## Stanwood City Council Meeting Minutes – March 28, 2019

### d. Ordinance 1473 2019-20 Budget Amendment No.1, First Reading

Finance Director David Hammond presented first reading of the 2019-20 Budget Amendment. Finance Director Hammond reviewed the main points of the amendment, including truing up cash balances, the general fund surplus, changes to the street operating fund and park improvement fund, accelerating the water reservoir project, and street project changes. The Finance Committee reviewed the item prior to tonight's council meeting and recommended approval.

Councilmember Johnson stated that he is in support of the larger reservoir size.

Councilmember Sather commended the Finance Director for his work on the budget amendment proposal.

*Motion by Councilmember Sather, second by Councilmember McGill, to approve first reading of Ordinance 1473 amending the 2019-20 budget as presented. Motion carried unanimously.*

## 10. Reports of Officers and Committees

### a. Mayor's Report

The Mayor reported that the \$1.5 million requested for the berm is in the Senate's budget, as well as \$350,000 for Heritage Park. Our lobbyists are working to continue to secure these funds in the budget. The Mayor was asked to moderate the Town Hall Meeting and was happy to see a great turn out. Mayor Kelley responded to Mrs. Wooten's comment requesting staff respond to citizen comments. He stated that staff frequently responds to comments when citizens are seeking information. Ten years ago all Stanwood had was the Council and Planning Commission. Stanwood now has a Salary Commission, Economic Development Committee, PTAC, FOSPAT, and weekly walks with the Mayor. Citizen participation has been greatly improved, and there is more community involvement now than ever before.

### b. City Administrator's Report

City Administrator Jennifer Ferguson informed Council that the City has been awarded a \$22,500 grant from WCIA for sidewalk repairs. She commended staff for continuing to seek out grant funding.

Councilmember Johnson asked if this will be a repair or reconstruction of the sidewalk.

Assistant Public Works Director Shawn Smith stated that sections will be removed and the concrete re-poured.

### c. Councilmember Reports and Questions

Councilmember Johnson relayed his experience at the Snohomish County Vision Summit. A wide variety of guests attended the event, and there were strong differences of opinions. The Summit discussed regional growth and density, and how to better Snohomish County.

## Stanwood City Council Meeting Minutes – March 28, 2019

Councilmember Sather commented that he has served on Council for over six years, and he has observed the Mayor direct staff to respond to concerns brought up during the citizen comment period.

### **11. Citizen Closing Comments – removed from the agenda**

### **12. Adjourn**

Mayor Leonard Kelley adjourned the meeting at 7:58 p.m.

CITY OF STANWOOD

ATTEST:

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Leonard Kelley, Mayor

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Erica Schorn, Deputy Clerk



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 5a

**DATE:** April 11, 2019

**SUBJECT:** Economic Development Board Meeting Minutes

**CONTACT PERSON:** Jennifer Ferguson, City Administrator

**ATTACHMENTS:** A – March 21, 2019 Meeting Minutes

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### **SUMMARY STATEMENT**

Minutes from the March 21, 2019 Economic Development Board meeting are attached to this staff report for approval as presented.

# ECONOMIC DEVELOPMENT BOARD

**March 21, 2019 Meeting**

Attendance:

| Board Members                                               | Staff                                       | General Public                                                               |
|-------------------------------------------------------------|---------------------------------------------|------------------------------------------------------------------------------|
| Les Anderson<br>John Hanstad<br>Ken Kettler<br>Randy Heagle | Jennifer Ferguson, CA<br>Patricia Love, CDD | Kelsey Rueter on behalf of David Pelletier<br>Sally Pray<br>George Llewellyn |

Absent:

John Russell

David Pelletier

## ***Review Minutes of December Meeting***

Motion to approve the February 21, 2019 meeting minutes as presented was made by Les Anderson and seconded by John Hanstad.

## ***Business Retention Program***

Jennifer Ferguson presented an overview of the program. Board members provided feedback and would like to see a business communication page for e-networking and a “Business Testimonial Section” in the Business E-newsletter. The Board recommended a Business Centric event in the spring to kick off the program.

A motion to recommend the program’s adoption by Council was made by John Hanstad and seconded by Les Anderson.

## ***I-5 Billboard Program***

Jennifer Ferguson presented an overview of the program. Board members provided feedback, costs will be added to the flyer.

## ***Board Member Updates***

## ***Other Business***

Discussion of Gateway sign. Patricia Love will provide a high level overview at the next Planning Commission meeting then bring it to the Economic Development Board.

## ***Next Meeting***

The next meeting is scheduled for Thursday, April 18, 2019 at 9:00 am at City Hall. Agenda topics include:

- Community Survey
- Beautification Projects
- Demographics Overview
- Wayfinding’s Gateway program overview



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 6a  
**DATE:** April 11, 2019  
**SUBJECT:** Finance/Personnel Committee Report  
**CONTACT PERSON:** David A. Hammond, Finance Director/City Clerk  
**ATTACHMENTS:** A – Finance/Personnel Committee Meeting Minutes

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### **SUMMARY STATEMENT**

The minutes of the March 28, 2019 Finance/Personnel Meeting are attached.

## ATTACHMENT A

### FINANCE/PERSONNEL COMMITTEE

**March 28, 2019**

Finance Committee Report  
(March 28, 2019 meeting summary)  
Stanwood-Camano School District  
Administration Building Board Room  
26920 Pioneer Highway, Stanwood

In attendance:

David A. Hammond, Finance Director  
Councilmember Larry Sather  
Councilmember Kelly McGill

1. 2019-2020 Budget—Amendment No. 1
  - i. Committee discussed and recommended Council approval.
2. Asset Connect
  - i. Committee discussed and recommended Council approval.
3. Salary & Benefit Resolution
  - i. Committee discussed and recommended Council approval.
4. Investment Committee Report
  - i. Committee discussed and recommended Council approval.
5. April Meeting Time
  - i. Committee discussed and decided to leave the April meeting time as scheduled (April 28, 2019, 6:00pm).





## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 7a

**DATE:** April 11, 2019

**SUBJECT:** Approval of Voucher and Payroll Checks

**CONTACT PERSON:** Reina Barber, Accounting Specialist

**ATTACHMENTS:** A - Voucher Check Detail

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### **SUMMARY STATEMENT**

Approve issuance of Washington Federal Bank voucher checks 30999 through 31049 and electronic funds transfers from Washington Federal Bank in the amount of \$118,274.59. Approve issuance of Washington Federal Bank payroll electronic funds transfers in the amount of \$33,050.00.

### **RECOMMENDED MOTION**

**I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 30999 THROUGH 31049 AND ELECTRONIC FUNDS TRANSFERS FROM WASHINGTON FEDERAL BANK IN THE AMOUNT OF \$118,274.59. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK PAYROLL ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$33,050.00.**

## CHECK REGISTER

City Of Stanwood

MCAG #: 0695

03/22/2019 To: 04/04/2019

Time: 09:49:08 Date: 04/04/2019

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| Trans | Date       | Type   | Acct # | Chk # | Claimant                             | Amount    | Memo                                                                                                                                                                                      |
|-------|------------|--------|--------|-------|--------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1653  | 03/25/2019 | Claims | 3      | EFT   | WA St Dept of Licensing *            | 36.00     | Vizmanos & Moynahan Gun Permits                                                                                                                                                           |
| 1739  | 03/28/2019 | Claims | 3      | EFT   | WA St Dept of Revenue **             | 11,264.30 | B&O Excise Tax - February 2019                                                                                                                                                            |
| 1904  | 04/01/2019 | Claims | 3      | EFT   | Heartland Payment Systems            | 646.69    | March Credit Card Charges                                                                                                                                                                 |
| 1908  | 04/03/2019 | Claims | 3      | EFT   | Chase Paymentech                     | 1,309.44  | March Merchant Fees                                                                                                                                                                       |
| 1740  | 03/28/2019 | Claims | 3      | 30999 | APP- Associated Petroleum Products   | 3,435.21  | 04-0100494                                                                                                                                                                                |
| 1741  | 03/28/2019 | Claims | 3      | 31000 | BHC Consultants, LLC                 | 4,162.50  | Proj 18-10515.01                                                                                                                                                                          |
| 1742  | 03/28/2019 | Claims | 3      | 31001 | Badger Meter Inc                     | 780.00    | 460708                                                                                                                                                                                    |
| 1743  | 03/28/2019 | Claims | 3      | 31002 | Gaylynn Brien                        | 60.00     | City Of Stanwood                                                                                                                                                                          |
| 1744  | 03/28/2019 | Claims | 3      | 31003 | Calhoun & Dejong Inc                 | 19.45     | 1CITY07                                                                                                                                                                                   |
| 1745  | 03/28/2019 | Claims | 3      | 31004 | Cascade Natural Gas Corp             | 679.14    | 953 540 0000 2; 127 540 0000 3; 498 440 0000 7; 839 440 0000 5; 931 607 9072 6                                                                                                            |
| 1746  | 03/28/2019 | Claims | 3      | 31005 | Cascade Septic, LLC                  | 110.00    | City Of Stanwood                                                                                                                                                                          |
| 1747  | 03/28/2019 | Claims | 3      | 31006 | Chicago Title Of Washington          | 1,214.38  | 885058                                                                                                                                                                                    |
| 1748  | 03/28/2019 | Claims | 3      | 31007 | City of Everett *                    | 195.00    | STACITG                                                                                                                                                                                   |
| 1749  | 03/28/2019 | Claims | 3      | 31008 | Edge Analytical Inc                  | 432.00    | STA01; STA01; STA01; STA01                                                                                                                                                                |
| 1750  | 03/28/2019 | Claims | 3      | 31009 | Frontier *                           | 141.39    | 360-629-4907-072497-5                                                                                                                                                                     |
| 1751  | 03/28/2019 | Claims | 3      | 31010 | H D Fowler Company Inc               | 102.30    | City Of Stanwood                                                                                                                                                                          |
| 1752  | 03/28/2019 | Claims | 3      | 31011 | Scott Justesen                       | 92.00     | City Of Stanwood                                                                                                                                                                          |
| 1753  | 03/28/2019 | Claims | 3      | 31012 | Lake Industries LLC                  | 2,340.46  | City Of Stanwood                                                                                                                                                                          |
| 1754  | 03/28/2019 | Claims | 3      | 31013 | Les Schwab Tire Centers              | 181.80    | S34-00006                                                                                                                                                                                 |
| 1755  | 03/28/2019 | Claims | 3      | 31014 | Lou's Gloves                         | 1,495.00  | STA629                                                                                                                                                                                    |
| 1756  | 03/28/2019 | Claims | 3      | 31015 | Maul Foster Alongi, Inc.             | 11,514.86 | City Of Stanwood                                                                                                                                                                          |
| 1757  | 03/28/2019 | Claims | 3      | 31016 | Municode                             | 1,000.00  | 70-79; 70-79                                                                                                                                                                              |
| 1758  | 03/28/2019 | Claims | 3      | 31017 | O'Reilly Auto Parts                  | 65.45     | 1872464                                                                                                                                                                                   |
| 1759  | 03/28/2019 | Claims | 3      | 31018 | Office Depot                         | 599.92    | 36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097                                                                                                                      |
| 1760  | 03/28/2019 | Claims | 3      | 31019 | PUD Of Snohomish County *            | 18,925.78 | 200592889; 220923312; 200367373; 200208858; 200794063; 202423729; 221854284; 200128742; 221041510; 202727285; 202694204; 202670675; 202579512; 200142180; 200240505; 202882056; 200633634 |
| 1761  | 03/28/2019 | Claims | 3      | 31020 | PacWest Machinery                    | 1,190.59  | 29765570; 29765570; 29765570; 29765570                                                                                                                                                    |
| 1762  | 03/28/2019 | Claims | 3      | 31021 | Kevin Pellham                        | 100.00    | City Of Stanwood                                                                                                                                                                          |
| 1763  | 03/28/2019 | Claims | 3      | 31022 | Petersen Brothers, Inc.              | 10,963.11 | CITYOFSTAN                                                                                                                                                                                |
| 1764  | 03/28/2019 | Claims | 3      | 31023 | Platt Electric Supply Inc            | 152.21    | 24127; 24127; 24127                                                                                                                                                                       |
| 1765  | 03/28/2019 | Claims | 3      | 31024 | Pratt Pest Management NW Inc         | 185.47    | 683591                                                                                                                                                                                    |
| 1766  | 03/28/2019 | Claims | 3      | 31025 | RH2 Engineering Inc                  | 16,828.96 | City Of Stanwood; City Of Stanwood                                                                                                                                                        |
| 1767  | 03/28/2019 | Claims | 3      | 31026 | Refund - Ticor Title Co              | 133.23    | Ref Ticor Title Co Utility #2532 7809 Port Susan Pl Overpayment At Closing                                                                                                                |
| 1768  | 03/28/2019 | Claims | 3      | 31027 | Ricoh USA, Inc.                      | 1,899.30  | 1316669-3660140; 1316669-3660090; 1316669-3660143; 1316669-3660142; 1316669-3659652                                                                                                       |
| 1769  | 03/28/2019 | Claims | 3      | 31028 | Shred-it US JV LLC                   | 41.91     | 14668765                                                                                                                                                                                  |
| 1770  | 03/28/2019 | Claims | 3      | 31029 | Skagit Farmers Supply                | 2,075.03  | 135052                                                                                                                                                                                    |
| 1771  | 03/28/2019 | Claims | 3      | 31030 | Sno Co Clerks/Finance Officers Assoc | 20.00     | City Of Stanwood                                                                                                                                                                          |
| 1772  | 03/28/2019 | Claims | 3      | 31031 | Sno Co District Court                | 453.56    | DCT34003                                                                                                                                                                                  |

# CHECK REGISTER

City Of Stanwood  
MCAG #: 0695

03/22/2019 To: 04/04/2019

Time: 09:49:08 Date: 04/04/2019  
Page: 2

| Trans | Date       | Type   | Acct # | Chk # | Claimant                                | Amount                                               | Memo                                                                                       |
|-------|------------|--------|--------|-------|-----------------------------------------|------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 1773  | 03/28/2019 | Claims | 3      | 31032 | Sno Co Public Works *                   | 230.29                                               | CR000024; Cr000024                                                                         |
| 1774  | 03/28/2019 | Claims | 3      | 31033 | Sno Co Sheriff's Office - CB            | 9.12                                                 | City Of Stanwood                                                                           |
| 1775  | 03/28/2019 | Claims | 3      | 31034 | Sno Co Treasurer                        | 134.10                                               | 00985000000200;<br>32032400300300;<br>32032400300100;<br>32032300401200;<br>32032300400700 |
| 1776  | 03/28/2019 | Claims | 3      | 31035 | Snohomish County Public Def Association | 1,926.10                                             | City Of Stanwood                                                                           |
| 1777  | 03/28/2019 | Claims | 3      | 31036 | Snohomish County Treasurer              | 11.17                                                | City Of Stanwood                                                                           |
| 1778  | 03/28/2019 | Claims | 3      | 31037 | Stanwood Area Historical Society        | 1,000.00                                             | City Of Stanwood                                                                           |
| 1779  | 03/28/2019 | Claims | 3      | 31038 | Stanwood Auto Parts                     | 609.30                                               | 56100                                                                                      |
| 1780  | 03/28/2019 | Claims | 3      | 31039 | Stanwood Camano News                    | 689.15                                               | 261981; 261981; 261981;<br>261981; 261981; 261981;<br>261981                               |
| 1781  | 03/28/2019 | Claims | 3      | 31040 | Stanwood Chamber Of Commerce            | 2,900.00                                             | City Of Stanwood                                                                           |
| 1782  | 03/28/2019 | Claims | 3      | 31041 | Swank Motion Pictures, Inc.             | 1,185.00                                             | 0326363-001                                                                                |
| 1783  | 03/28/2019 | Claims | 3      | 31042 | Unum Life Insurance                     | 88.40                                                | City Of Stanwood                                                                           |
| 1784  | 03/28/2019 | Claims | 3      | 31043 | WA St Treasurer                         | 1,010.06                                             | City Of Stanwood                                                                           |
| 1785  | 03/28/2019 | Claims | 3      | 31044 | WABO                                    | 95.00                                                | City Of Stanwood                                                                           |
| 1786  | 03/28/2019 | Claims | 3      | 31045 | Washington Tractor Inc.                 | 147.38                                               | 111096; 111096                                                                             |
| 1787  | 03/28/2019 | Claims | 3      | 31046 | Waste Management Skagit                 | 154.18                                               | 8-34465-95001                                                                              |
| 1788  | 03/28/2019 | Claims | 3      | 31047 | Wave Broadband                          | 122.25                                               | 8136 10 014 0036680                                                                        |
| 1789  | 03/28/2019 | Claims | 3      | 31048 | Weed, Graafstra & Associates, Inc., P.S | 12,647.00                                            | 3868-0000M                                                                                 |
| 1790  | 03/28/2019 | Claims | 3      | 31049 | Xpress/Bill Pay                         | 469.65                                               | 10290                                                                                      |
|       |            |        |        |       |                                         | 001 General Fund                                     | 21,217.97                                                                                  |
|       |            |        |        |       |                                         | 101 Street Fund                                      | 20,695.94                                                                                  |
|       |            |        |        |       |                                         | 103 Street Construction Fund                         | 8,366.17                                                                                   |
|       |            |        |        |       |                                         | 104 Park Improvement Fund                            | 12,813.86                                                                                  |
|       |            |        |        |       |                                         | 110 Building Improvement Fund                        | 39.00                                                                                      |
|       |            |        |        |       |                                         | 401 Sewer Fund                                       | 14,407.30                                                                                  |
|       |            |        |        |       |                                         | 403 Sewer Construction Fund                          | 7,854.88                                                                                   |
|       |            |        |        |       |                                         | 410 Drainage Fund                                    | 2,991.15                                                                                   |
|       |            |        |        |       |                                         | 421 Water Fund                                       | 16,096.41                                                                                  |
|       |            |        |        |       |                                         | 422 Water Construction Fund                          | 13,136.58                                                                                  |
|       |            |        |        |       |                                         | 630 Agency Fund                                      | 655.33                                                                                     |
|       |            |        |        |       |                                         |                                                      | Claims: 118,274.59                                                                         |
|       |            |        |        |       |                                         | * Transaction Has Mixed Revenue And Expense Accounts | 118,274.59                                                                                 |

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Stanwood, and that I am authorized to authenticate and certify to said claim.

( ) Finance Director (x) Auditing Officer Wendy Dorkow Date: 4/4/2019  
( ) Deputy Finance Director

# CHECK REGISTER

City Of Stanwood  
MCAG #: 0695

03/22/2019 To: 04/04/2019

Time: 09:49:38 Date: 04/04/2019  
Page: 1

| Trans            | Date       | Type    | Acct # | Chk # | Claimant | Amount    | Memo               |
|------------------|------------|---------|--------|-------|----------|-----------|--------------------|
| 1400             | 03/22/2019 | Payroll | 3      | EFT   |          | 1,000.00  | March 2019 Draw    |
| 1401             | 03/22/2019 | Payroll | 3      | EFT   |          | 2,000.00  | March 2019 Draw    |
| 1402             | 03/22/2019 | Payroll | 3      | EFT   |          | 1,000.00  | March 2019 Draw    |
| 1403             | 03/22/2019 | Payroll | 3      | EFT   |          | 1,600.00  | March 2019 Draw    |
| 1404             | 03/22/2019 | Payroll | 3      | EFT   |          | 2,000.00  | March 2019 Draw    |
| 1405             | 03/22/2019 | Payroll | 3      | EFT   |          | 1,350.00  | March 2019 Draw    |
| 1406             | 03/22/2019 | Payroll | 3      | EFT   |          | 3,000.00  | March 2019 Draw    |
| 1407             | 03/22/2019 | Payroll | 3      | EFT   |          | 1,600.00  | March 2019 Draw    |
| 1408             | 03/22/2019 | Payroll | 3      | EFT   |          | 1,000.00  | March 2019 Draw    |
| 1409             | 03/22/2019 | Payroll | 3      | EFT   |          | 2,000.00  | March 2019 Draw    |
| 1410             | 03/22/2019 | Payroll | 3      | EFT   |          | 2,000.00  | March 2019 Draw    |
| 1411             | 03/22/2019 | Payroll | 3      | EFT   |          | 1,000.00  | March 2019 Draw    |
| 1412             | 03/22/2019 | Payroll | 3      | EFT   |          | 800.00    | March 2019 Draw    |
| 1413             | 03/22/2019 | Payroll | 3      | EFT   |          | 2,000.00  | March 2019 Draw    |
| 1414             | 03/22/2019 | Payroll | 3      | EFT   |          | 1,600.00  | March 2019 Draw    |
| 1415             | 03/22/2019 | Payroll | 3      | EFT   |          | 500.00    | March 2019 Draw    |
| 1416             | 03/22/2019 | Payroll | 3      | EFT   |          | 2,500.00  | March 2019 Draw    |
| 1417             | 03/22/2019 | Payroll | 3      | EFT   |          | 1,500.00  | March 2019 Draw    |
| 1418             | 03/22/2019 | Payroll | 3      | EFT   |          | 1,900.00  | March 2019 Draw    |
| 1419             | 03/22/2019 | Payroll | 3      | EFT   |          | 1,000.00  | March 2019 Draw    |
| 1420             | 03/22/2019 | Payroll | 3      | EFT   |          | 1,700.00  | March 2019 Draw    |
| 001 General Fund |            |         |        |       |          | 33,050.00 |                    |
|                  |            |         |        |       |          | 33,050.00 | Payroll: 33,050.00 |

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Stanwood, and that I am authorized to authenticate and certify to said claim.

( ) Finance Director (✓) Auditing Officer Wendy Dorkow Date: 4/4/2019  
( ) Deputy Finance Director



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 8a

**DATE:** April 11, 2019

**SUBJECT:** Ordinance 1473 – 2019-20 Budget Amendment No. 1,  
Second Reading and Final Adoption

**CONTACT PERSON:** David A. Hammond, Finance Director/City Clerk

**ATTACHMENTS:** A – Proposed Ordinance 1473  
B – Six Year Outlook Scenarios

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### **ISSUE**

The issue before the City Council is to hold the second reading and final adoption of Ordinance 1473 to amend the 2019-20 budget.

### **RECOMMENDATION**

Conduct second reading and final adoption of Ordinance 1473 to amend the 2019-20 budget.

### **FINANCIAL IMPACT**

The financial impacts are outlined below.

### **COMMITTEE RECOMMENDATION**

The Finance Committee reviewed the proposed budget amendment at the regular committee meeting on March 28, 2019 and supported adoption unanimously.

### **CITY COUNCIL OPTIONS**

1. Approve second reading and final adoption of Ordinance 1473 amending the 2019-20 budget.
2. Do not approve second reading and final adoption of Ordinance 1473 amending the 2019-20 budget and direct staff to areas of concern. The City Council may want to direct the Finance Committee to review the proposed amendment further before taking action.

## **RECOMMENDED MOTION**

**I MOVE TO APPROVE SECOND READING AND FINAL ADOPTION OF ORDINANCE 1473 AMENDING THE 2019-20 BUDGET AS PRESENTED.**

## **DISCUSSION**

The City Council discussed this budget amendment at the regular city council meeting on March 28<sup>th</sup>, and unanimously approved first reading. Minor corrections were made to the ordinance to align it with the report presented by staff.

During budget preparation, discussion and adoption, it is difficult to anticipate every possible financial scenario affecting the upcoming fiscal year. For example, completion dates of capital projects may change due to circumstances outside of the City's control, information used for budget projections may require revision, and sometimes it can just be an oversight of a necessary expenditure or source of revenue. Each of these situations is different and must be evaluated by the Administration and brought forward for Council consideration. In addition to the necessary year-end true up of cash balances, this proposed amendment primarily concerns five issues:

- General Fund  
A 2018 year end surplus will allow for a transfer of one-time revenue to capital funds due to unanticipated strong sales tax receipts.
- Street Operating Fund  
The original budget included REET fund transfers to finance planned vehicle reserve fund contributions. These transfers are not allowable due to an earlier misinterpretation by city staff. To address a potential ending fund balance deficit, staff recommends transferring surplus funds from the General Fund, in 2019 and 2020, to fund vehicle replacement expenditures.
- Park Improvement Fund  
The Heritage Park land acquisition was not included in the original 2019-2020 budget. The Capital Improvement Plan anticipated it to be funded in future years from sales tax related to construction of the new high school. Moving the acquisition forward necessitates temporary use of General Fund surplus. When the high school construction related sales tax is received it will be deposited to the Building Improvement Fund.
- Water Construction Fund  
Accelerating the Water Reservoir project forward necessitates borrowing in 2019 rather than 2020 as anticipated.
- Street Capital Construction Fund project changes  
Based on Transportation Improvement Board grant awards, the timing of three projects were reprogrammed and construction expenditures require a budget amendment, along with anticipated grant revenues.

## **ANALYSIS – 2019 Changes**

### **1. All Funds – Adjust Beginning Net Cash to Actual**

During budget development, beginning net cash is based on a conservative estimate prior to year end and the adoption of the budget. This amendment adjusts beginning net cash to actual cash per bank. While not required by law or the State Auditor, it is the city's practice to amend the budget early in the year to match budgeted beginning net cash (BNC) to actual.

As the 2019-20 budget was nearing final form in October 2018, the city had to project the 2019 beginning net cash as part of the biennial budget process. The following adjustment "trues up" beginning net cash, setting budgeted amounts to actual in order to give the city a clear picture of available funds as of January 1, 2019. Each of the City's funds beginning cash balance is adjusted by this amendment. Exhibit 1 to the attached ordinance provides the amount each fund was adjusted.

### **2. General Fund Surplus—Transfers to Parks & Building Improvement Funds**

City Finance Policy requires biennial General Fund surplus to be used for one-time operations or capital expenditures. The surplus is defined as the difference between actual beginning fund balance and budgeted beginning fund balance. The 2019-2020 budget included a transfer of \$520,000 (estimated sales tax from construction). When the 2018 books were closed, the beginning balance exceeded budget by \$583,417. The general fund is able to transfer this additional amount and still comply with reserve requirements. This amendment proposes transfer of \$900,000 to the Parks Improvement fund, and \$480,221 to the building fund. Transfer of the surplus to Fund 110 provides future City Council's options while ensuring these one-time revenues go toward one-time or capital needs. The Capital Improvement Plan included acquisition of land for Heritage Park in 2021, with the sales tax from the new high school as a funding source. As sales tax from the high school is received it will be deposited to the Building Improvement Fund.

This amendment also includes reimbursement in 2019 from a Department of Commerce grant for approximately half the cost of the new city hall land acquired in 2018.

| Fund Number | Fund Name            | Description                   | Current Budget | Proposed Change | Amended Budget |
|-------------|----------------------|-------------------------------|----------------|-----------------|----------------|
| 001         | General Fund         | Transfer to Building Fund     | \$ 796,804     | \$ (316,583)    | \$ 480,221     |
| 110         | Building Improvement | Transfer in from GF           | \$ 796,804     | \$ (316,583)    | \$ 480,221     |
| 001         | General Fund         | Transfer to Parks Improvement | \$ -           | \$ 900,000      | \$ 900,000     |
| 104         | Parks Improvement    | Transfer from General Fund    | \$ -           | \$ 900,000      | \$ 900,000     |
| 104         | Parks Improvement    | Heritage Park Acquisition     | \$ -           | \$ 900,000      | \$ 900,000     |
| 110         | Building Improvement | DOC grant for CH Land Acquis. | \$ -           | \$ 285,000      | \$ 285,000     |



### 3. Professional Services—City Resident Survey and City Staffing Study

This amendment proposes an increase in budgeted professional services to execute two work plan items; a community survey to prepare for our strategic plan goal in 2020 and a consultant agreement to evaluate current staffing levels relative to desired levels of service delivery. These two projects are under development and initial estimates indicate \$80,000 for both (Note: half the cost is allocated to general fund and half to the utility funds based on FTEs). Further, staff recommends allocating \$20,000 to conduct a survey in 2020. Results from surveys conducted in 2020 and beyond will provide data to measure the impact of the city's efforts; as in 2019, half the cost is allocated to General Fund.

| Fund Number | Fund Name    | Description           | Current Budget | Proposed Change | Amended Budget |
|-------------|--------------|-----------------------|----------------|-----------------|----------------|
| 001         | General Fund | Professional services | \$ 63,000      | \$ 40,000       | \$ 103,000     |
| 401         | Sewer        | Professional services | \$ 61,200      | \$ 16,800       | \$ 78,000      |
| 410         | Stormwater   | Professional services | \$ 25,000      | \$ 6,400        | \$ 31,400      |
| 421         | Water        | Professional services | \$ 50,000      | \$ 16,800       | \$ 66,800      |

#### 4. General Fund Programs:

- a. **City Resident-Centric Discover Stanwood Camano**
- b. **Port of Seattle Discover Stanwood Camano website improvement grant**
- c. **Senior Center Support**
  - a) To build on the success of the semiannual edition of the Discover Stanwood Camano print publication, staff proposes adding two additional publications of a City Resident Centric version of the publication. This will replace the Mayor's Newsletter. After the contributions from advertising, the additional publications are expected to cost approximately \$5,000 each year.
  - b) The City Council recently accepted a \$7,500 grant from the Port of Seattle to support improvement of the website. The overall cost of the POS grant will be \$11,750 but be partially covered by grant proceeds with a net cost to the city of \$3,750.
  - c) The Stanwood Camano Senior Center contacted city staff and requested support for their Life Enhancement Assistance Program, which provides transportation, Meals and Wellness support to the community. Staff recommends annual support of \$8,000 with an additional incentive amount of \$2,000 if the center exceeds its membership and service delivery goals for 2019.

| Fund Number | Fund Name             | Description                   | Current Budget | Proposed Change | Amended Budget |
|-------------|-----------------------|-------------------------------|----------------|-----------------|----------------|
| 001         | GF Mayor's Newsletter | Replace with DSC City Centric | \$ 2,500       | \$ (2,500)      | \$ -           |
| 001         | GF Econ. Dev. DSC     | Upgrad to DSC City Centric    | \$ 12,500      | \$ 7,500        | \$ 20,000      |
| 001         | General Fund          | Grant - Port of Seattle       | \$ -           | \$ 7,500        | \$ 7,500       |
| 001         | General Fund          | Tourism-DSC Website update    | \$ 49,500      | \$ 11,250       | \$ 60,750      |
| 001         | General Fund          | Senior Center Support ILA     | \$ -           | \$ 10,000       | \$ 10,000      |
| 001         | General Fund          | Gen. Communications           | \$ 15,000      | \$ (10,000)     | \$ 5,000       |



## 5. Street Fund

This amendment addresses three areas in the street fund 2019 budget.

- The recent Guardrail Replacement depleted much of the repair and maintenance budget. This amendment also includes a conservatively estimated \$10,000 insurance recovery to partially pay for the guardrail.
- The original budget included REET fund transfers in order to fund the acquisition of vehicles as approved in the 2018 replacement schedule, however, this is no longer an allowable use of REET funds. Instead, staff recommends funding the vehicle reserve fund contributions directly from the General Fund. The required annual contribution will decrease from \$161,000 in 2019 to \$50,000 in 2022, so this expenditure requirement will decline.
- Beginning in 2016, the City Council approved annual transfer of eight percent of property tax received to the Street Fund to wean the fund from reliance on REET funding. One impact of the annexation into the RFA is that the eight percent transfer will decrease by approximately \$100,000/year beginning in 2020. This amendment partially fills this gap by increasing the annual transfer from General Fund to Street fund to pay for street lights. The annual transfer has historically been approximately fifty percent of the cost, but this amendment increases to pay the full costs of street lighting. This policy change keeps the Street Fund solvent for the biennium, and staff will continue to analyze options for council to address potential long term solutions.
- This amendment also removes a transfer from Building Improvement REET, which was included in the budget by error.

| Fund Number | Fund Name         | Description                  | Current Budget | Proposed Change | Amended Budget |
|-------------|-------------------|------------------------------|----------------|-----------------|----------------|
| 001         | General Fund      | Trsfr to Streets-Lights      | \$ 38,006      | \$ 23,194       | \$ 61,200      |
| 101         | Street Fund       | Trsfr from GF-Lights         | \$ 38,006      | \$ 23,194       | \$ 61,200      |
| 101         | Street Fund       | Insurance Recovery           | \$ 10,000      | \$ 10,000       | \$ 20,000      |
| 101         | Street Fund       | Transfer in from REET 1      | \$ 140,000     | \$ (140,000)    | \$ -           |
| 120         | REET 1            | Transfer out to Streets      | \$ 140,000     | \$ (140,000)    | \$ -           |
| 101         | Street Fund       | Repair & Maintenance         | \$ 42,572      | \$ 11,075       | \$ 53,647      |
| 101         | Street Fund       | Transfer to Equip Repl.      | \$ 160,972     | \$ (160,972)    | \$ -           |
| 001         | General Fund      | Transfer to Equip Repl.      | \$ -           | \$ 160,972      | \$ 160,972     |
| 107         | Equipment Reserve | Transfer in from Strts       | \$ 160,972     | \$ (160,972)    | \$ -           |
| 107         | Equipment Reserve | Transfer in from GF          | \$ -           | \$ 160,972      | \$ 160,972     |
| 121         | REET 2            | Trnsfr in from Building Imp. | \$ 86,764      | \$ (86,764)     | \$ -           |

## 6. Street Construction

The street construction fund has two budgeted projects that require budget adjustment.

- Only one of the two overlay projects submitted for Transportation Improvement Board funding was approved. Thus, Staff recommends deferring the 276<sup>th</sup> Street Overlay project and resubmitting for funding in 2020. This proposed amendment moves the project and associated grant funding to 2020.
- As an alternative project, staff recommends bringing the planned 272<sup>nd</sup> street overlay project from 2020 to 2019. The work can be performed via the County Roads contractor, which is very cost effective for the city. The project can be paid for with the transportation sales tax fund, thus this proposal transfers \$300,000 from fund 108 to fund 103.
- This proposal also corrects an error in the original budget. The grant funding the Viking Way Right of Way acquisition was inadvertently not carried over from 2018.

| Fund Number | Fund Name                | Description              | Current Budget | Proposed Change | Amended Budget |
|-------------|--------------------------|--------------------------|----------------|-----------------|----------------|
| 103         | Streets Construction     | TIB Grant                | \$ 720,000     | \$ (448,688)    | \$ 271,312     |
| 103         | Streets Construction     | 276th Street Overlay     | \$ 530,675     | \$ (530,675)    | \$ -           |
| 103         | Streets Construction     | 272nd Street Overlay     | \$ -           | \$ 250,000      | \$ 250,000     |
| 103         | Streets Construction     | Xfr from Trans Sales Tax | \$ 350,000     | \$ 300,000      | \$ 650,000     |
| 108         | Transportation Sales Tax | Trans to Fund 103        | \$ 350,000     | \$ 300,000      | \$ 650,000     |
| 103         | Streets Construction     | Viking Way ROW grant     | \$ -           | \$ 350,000      | \$ 350,000     |
| 103         | Streets Construction     | ROW Acquisition          | \$ -           | \$ 660,000      | \$ 660,000     |

## 7. Indirect Cost Allocation

The 2019-2020 budget included allocation of indirect costs based on estimated 2018 costs; this amendment updates the allocation to utility funds based on actual costs. The adjustment does not significantly change the amount of general fund overhead allocated, but rather the allocation between utilities is updated.

| Number | Name         | Description   | Budget       | Change      | Budget       |
|--------|--------------|---------------|--------------|-------------|--------------|
| 001    | General Fund | Indirect Cost | \$ (413,905) | \$ 4,511    | \$ (409,394) |
| 401    | Sewer        | Indirect Cost | \$ 153,476   | \$ 29,199   | \$ 182,675   |
| 410    | Drainage     | Indirect Cost | \$ 74,294    | \$ (6,911)  | \$ 67,383    |
| 421    | Water        | Indirect Cost | \$ 186,135   | \$ (26,799) | \$ 159,336   |

## 8. Drainage Construction Fund

This amendment carries forward the IS4 reimbursement grant that was expected in 2018, but which is now expected in 2019.

| Fund Number | Fund Name             | Description           | Current Budget | Proposed Change | Amended Budget |
|-------------|-----------------------|-----------------------|----------------|-----------------|----------------|
| 411         | Drainage Construction | DOC Reimb. IS4 Design | \$ -           | \$ 385,000      | \$ 385,000     |

## 9. Water Construction Fund

This amendment accelerates construction of the new water reservoir from 2020 to 2019. This was discussed by council at their February 7<sup>th</sup> retreat and also was approved by the Public Works Committee at their regular meeting March 4<sup>th</sup>. This amendment includes three components:

- Increasing design budget from \$200,000 to \$262,869 (the design contract amendment was approved by council March 14<sup>th</sup>, to include design of backup generator system and early earthquake warning system).
- Increase in budgeted construction cost from \$2,000,000 to \$2,894,000, based on updated cost estimates at sixty percent design completion. This estimate includes a ten percent contingency.
- The original budget included bond proceeds of \$1,300,000 in 2019. This amendment moves the bond sale forward to 2020 and increases the amount to \$3,000,000.

| Fund Number | Fund Name          | Description           | Current Budget | Proposed Change | Amended Budget |
|-------------|--------------------|-----------------------|----------------|-----------------|----------------|
| 422         | Water Construction | 297 Zone Reservoir    | \$ 200,000     | \$ 2,957,000    | \$ 3,157,000   |
| 422         | Water Construction | Revenue Bond Proceeds | \$ -           | \$ 3,000,000    | \$ 3,000,000   |

## **2020 Changes**

### **1. All Funds – Adjust Beginning Net Cash to Actual**

Beginning net cash is based on a conservative estimate prior to year end. This amendment adjusts beginning net cash to actual cash per bank. While not required by law or the State Auditor, it is the city's practice to amend the budget early in the year to match budgeted beginning net cash (BNC) to actual.

### **2. Professional Services—City Resident Survey**

This amendment proposes an increase in budgeted professional services to execute a second, follow-on citizen survey; the results will provide data upon which to measure the impact of the city's efforts; as in 2019, half is allocated to General Fund.

| Fund Number | Fund Name    | Description           | Current Budget | Proposed Change | Amended Budget |
|-------------|--------------|-----------------------|----------------|-----------------|----------------|
| 001         | General Fund | Professional services | \$ 63,000      | \$ 10,000       | \$ 73,000      |
| 401         | Sewer        | Professional services | \$ 66,897      | \$ 4,200        | \$ 71,097      |
| 410         | Stormwater   | Professional services | \$ 29,167      | \$ 1,600        | \$ 30,767      |
| 421         | Water        | Professional services | \$ 54,167      | \$ 4,200        | \$ 58,367      |

### **3. City Resident-Centric Discover Stanwood**

This proposed change will build on the success of the semiannual edition of the Discover Stanwood Camano print publication, by adding two additional publications of a City Resident Centric version of the publication. This will replace the Mayor's Newsletter. After the contributions from advertising, the additional publications are expected to cost approximately \$5,000 in 2020.

| Fund Number | Fund Name             | Description                   | Current Budget | Proposed Change | Amended Budget |
|-------------|-----------------------|-------------------------------|----------------|-----------------|----------------|
| 001         | GF Mayor's Newsletter | Replace with DSC City Centric | \$ 2,500       | \$ (2,500)      | \$ -           |
| 001         | GF Econ. Dev. DSC     | Upgrad to DSC City Centric    | \$ 10,000      | \$ 7,500        | \$ 17,500      |
| 001         | General Fund          | Gen. Communications           | \$ 15,000      | \$ (10,000)     | \$ 5,000       |

### **4. North County Regional Fire Authority—ILA Fire Marshal Services**

This proposed change will provide funding for the interlocal agreement for fire marshal services approved by City Council on December 13, 2018.

| Fund Number | Fund Name    | Description           | Current Budget | Proposed Change | Amended Budget |
|-------------|--------------|-----------------------|----------------|-----------------|----------------|
| 001         | General Fund | Professional Services | \$ -           | \$ 41,000       | \$ 41,000      |

## 5. Street Fund

This amendment addresses three areas in the street fund 2019 budget.

- The original budget included REET fund transfers in order to fund the acquisition of vehicles as approved in the 2018 replacement schedule, however, this is no longer an allowable use of REET funds. Instead, staff recommends funding the vehicle reserve fund contributions directly from the General Fund. The required annual contribution will decrease from \$161,000 in 2019 to \$50,000 in 2022, so this burden will decline.
- Beginning in 2016, the City Council approved annual transfer of eight percent of property tax received to the Street Fund to wean the fund from reliance on REET funding. One impact of the annexation into the RFA is that the eight percent transfer will decrease by approximately \$100,000/year beginning in 2020. This amendment partially fills this gap by increasing the annual transfer from General Fund to Street fund to pay for street lights. The annual transfer has historically been approximately fifty percent of the cost, but this amendment increases to pay the full costs of street lighting. This policy change keeps the Street Fund solvent for the biennium, and staff will continue to analyze options for council to address potential long term solutions.

| Fund Number | Fund Name         | Description             | Current Budget | Proposed Change | Amended Budget |
|-------------|-------------------|-------------------------|----------------|-----------------|----------------|
| 001         | General Fund      | Trsfr to Streets-Lights | \$ 38,006      | \$ 24,724       | \$ 62,730      |
| 101         | Street Fund       | Trsfr from GF-Lights    | \$ 38,006      | \$ 24,724       | \$ 62,730      |
| 101         | Street Fund       | Transfer in from REET 1 | \$ 140,000     | \$ (140,000)    | \$ -           |
| 120         | REET 1            | Transfer out to Streets | \$ 140,000     | \$ (140,000)    | \$ -           |
| 101         | Street Fund       | Transfer to Equip Repl. | \$ 73,837      | \$ (73,837)     | \$ -           |
| 001         | General Fund      | Transfer to Equip Repl. | \$ 101,455     | \$ 73,837       | \$ 175,292     |
| 107         | Equipment Reserve | Transfer in from Strts  | \$ 73,837      | \$ (73,837)     | \$ -           |
| 107         | Equipment Reserve | Transfer in from GF     | \$ 101,455     | \$ 73,837       | \$ 175,292     |

## 6. Street Construction

The street construction fund has two budgeted projects that require budget adjustment.

- One of the two overlay projects submitted for Transportation Improvement Board funding in 2019 was approved, and staff recommends deferring the 276<sup>th</sup> Street Overlay project and resubmitting for funding in 2020. This proposed amendment moves the project and associated grant funding to 2020.
- The city is only able to propose two overlay projects for TIB funding each year, so with the move of 276<sup>th</sup> St. to 2020, staff recommends deferring the 72<sup>nd</sup> Avenue (SR532 to Pioneer Highway) overlay project to 2021.

| Fund Number | Fund Name            | Description                       | Current Budget | Proposed Change | Amended Budget |
|-------------|----------------------|-----------------------------------|----------------|-----------------|----------------|
| 103         | Streets Construction | TIB Grant                         | \$ 900,000     | \$ 27,608       | \$ 927,608     |
| 103         | Streets Construction | 276th Street Overlay              | \$ -           | \$ 530,675      | \$ 530,675     |
| 103         | Streets Construction | 272nd Street Overlay              | \$ 250,000     | \$ (250,000)    | \$ -           |
| 103         | Streets Construction | 72nd Ave SR532 to Pioneer Highway | \$ 500,000     | \$ (500,000)    | \$ -           |

## 7. Combined Utility Fund Loan Proceeds—Reservoir Project Move to 2019

This amendment is required to accelerate construction of the new water reservoir in 2019 instead of 2020. The associated Sewer Utility and Drainage Utility Projects will be constructed in late 2020 and 2021. Combining the bond sale for the three utility projects is advantageous in terms of borrowing costs. Borrowing a year earlier than planned is also considered advantageous given the current interest rate environment.

| Fund Number | Fund Name             | Description           | Current Budget | Proposed Change | Amended Budget |
|-------------|-----------------------|-----------------------|----------------|-----------------|----------------|
| 403         | Sewer Construction    | Revenue Bond Proceeds | \$ -           | \$ 2,000,000    | \$ 2,000,000   |
| 411         | Drainage Construction | Revenue Bond Proceeds | \$ -           | \$ 2,000,000    | \$ 2,000,000   |
| 422         | Water Construction    | Revenue Bond Proceeds | \$ 1,300,000   | \$ (1,300,000)  | \$ -           |
| 401         | Sewer Operating       | Loan Principal        | \$ -           | \$ 125,000      | \$ 125,000     |
| 401         | Sewer Operating       | Loan Interest         | \$ -           | \$ 5,000        | \$ 5,000       |
| 410         | Drainage Operating    | Loan Principal        | \$ -           | \$ 125,000      | \$ 125,000     |
| 410         | Drainage Operating    | Loan Interest         | \$ -           | \$ 5,000        | \$ 5,000       |
| 421         | Water Operating       | Loan Principal        | \$ -           | \$ 190,000      | \$ 190,000     |
| 421         | Water Operating       | Loan Interest         | \$ -           | \$ 9,000        | \$ 9,000       |
| 422         | Water Construction    | 297 Zone Reservoir    | \$ 1,800,000   | \$ (1,800,000)  | \$ -           |
| 422         | Water Construction    | Cedarhome Generator   | \$ 250,000     | \$ (250,000)    | \$ -           |

## 8. Indirect Cost Allocation

The 2019-2020 budget included allocation of indirect costs based on estimated 2018 costs; this amendment updates the allocation to utility funds based on actual costs. The adjustment does not significantly change the amount of general fund overhead allocated, but rather the allocation between utilities is updated.

| Number | Name         | Description   | Budget       | Change         | Budget       |
|--------|--------------|---------------|--------------|----------------|--------------|
| 001    | General Fund | Indirect Cost | \$ (422,745) | \$ 1,070       | \$ (421,675) |
| 401    | Sewer        | Indirect Cost | \$ 160,459   | \$ 27,696      | \$ 188,155   |
| 410    | Drainage     | Indirect Cost | \$ 76,151    | \$ (6,747)     | \$ 69,404    |
| 421    | Water        | Indirect Cost | \$ 186,135.0 | \$ (22,019.00) | \$ 164,116   |

**CITY OF STANWOOD  
Stanwood, Washington**

**ORDINANCE 1473**

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON,  
AMENDING ORDINANCE 1465 RELATING TO THE 2019-2020 BUDGET**

**WHEREAS**, the City previously adopted the 2019 and 2020 biennial budget pursuant to Ordinance 1465; and

**WHEREAS**, by law the City may not have expenditures in excess of budgeted appropriations for an individual fund;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANWOOD DO  
HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** Ordinance No. 1465 is hereby amended to reflect the totals of 2019 and 2020 amended budgeted revenues and appropriations for each separate fund as set forth in summary form in Exhibit 1.

**Section 2.** Except as provided herein and any prior amendments, all provisions of Ordinance 1465 shall remain in full force and effect unchanged.

ADOPTED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_ 2019.

CITY OF STANWOOD

\_\_\_\_\_  
Leonard Kelley, Mayor

ATTEST:

\_\_\_\_\_  
David A. Hammond, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Grant Weed, City Attorney



**EXHIBIT 1 - 2019 Amended Budgeted Revenues and Expenditures in Summary Form**

| Fund Title               | Fund No. | Description            | 2019                               | 2019                   | Increase<br>(Decrease) |
|--------------------------|----------|------------------------|------------------------------------|------------------------|------------------------|
|                          |          |                        | Current Budget<br>adopted 11/19/18 | Proposed<br>Amd. No. 1 |                        |
| General Fund             | 001      | Beginning Fund Balance | \$ 3,320,590                       | \$ 3,903,489           | \$ 582,899             |
| General Fund             | 001      | Revenue                | \$ 6,406,889                       | \$ 6,414,389           | \$ 7,500               |
| General Fund             | 001      | Expenditures           | \$ 7,097,349                       | \$ 7,925,693           | \$ 828,344             |
| General Fund             | 001      | Ending Fund Balance    | \$ 2,630,130                       | \$ 2,392,185           | \$ (237,945)           |
| Street Fund              | 101      | Beginning Fund Balance | \$ 10,000                          | \$ 33,230              | \$ 23,230              |
| Street Fund              | 101      | Revenue                | \$ 606,137                         | \$ 499,331             | \$ (106,806)           |
| Street Fund              | 101      | Expenditures           | \$ 568,946                         | \$ 419,049             | \$ (149,897)           |
| Street Fund              | 101      | Ending Fund Balance    | \$ 47,191                          | \$ 113,512             | \$ 66,321              |
| Street Impact Fee Fund   | 102      | Beginning Fund Balance | \$ 385,000                         | \$ 426,692             | \$ 41,692              |
| Street Impact Fee Fund   | 102      | Revenue                | \$ 220,403                         | \$ 220,403             | \$ -                   |
| Street Impact Fee Fund   | 102      | Expenditures           | \$ 125,000                         | \$ 125,000             | \$ -                   |
| Street Impact Fee Fund   | 102      | Ending Fund Balance    | \$ 480,403                         | \$ 522,095             | \$ 41,692              |
| Street Construction      | 103      | Beginning Fund Balance | \$ 492,222                         | \$ 814,123             | \$ 321,901             |
| Street Construction      | 103      | Revenue                | \$ 3,143,900                       | \$ 3,345,212           | \$ 201,312             |
| Street Construction      | 103      | Expenditures           | \$ 3,577,133                       | \$ 3,956,458           | \$ 379,325             |
| Street Construction      | 103      | Ending Fund Balance    | \$ 58,989                          | \$ 202,877             | \$ 143,888             |
| Park Improvement         | 104      | Beginning Fund Balance | \$ 500,000                         | \$ 606,128             | \$ 106,128             |
| Park Improvement         | 104      | Revenue                | \$ 1,425,400                       | \$ 2,325,400           | \$ 900,000             |
| Park Improvement         | 104      | Expenditures           | \$ 1,680,000                       | \$ 2,580,000           | \$ 900,000             |
| Park Improvement         | 104      | Ending Fund Balance    | \$ 245,400                         | \$ 351,528             | \$ 106,128             |
| Fire Impact Fees Fund    | 105      | Beginning Fund Balance | \$ 78,000                          | \$ 360                 | \$ (77,640)            |
| Fire Impact Fees Fund    | 105      | Revenue                | \$ 13,400                          | \$ 13,400              | \$ -                   |
| Fire Impact Fees Fund    | 105      | Expenditures           | \$ -                               | \$ -                   | \$ -                   |
| Fire Impact Fees Fund    | 105      | Ending Fund Balance    | \$ 91,400                          | \$ 13,760              | \$ (77,640)            |
| Park Impact Fees Fund    | 106      | Beginning Fund Balance | \$ 120,000                         | \$ 122,054             | \$ 2,054               |
| Park Impact Fees Fund    | 106      | Revenue                | \$ 40,948                          | \$ 40,948              | \$ -                   |
| Park Impact Fees Fund    | 106      | Expenditures           | \$ 100,000                         | \$ 100,000             | \$ -                   |
| Park Impact Fees Fund    | 106      | Ending Fund Balance    | \$ 60,948                          | \$ 63,002              | \$ 2,054               |
| Equipment Reserve Fund   | 107      | Beginning Fund Balance | \$ 440,000                         | \$ 404,100             | \$ (35,900)            |
| Equipment Reserve Fund   | 107      | Revenue                | \$ 314,943                         | \$ 314,943             | \$ -                   |
| Equipment Reserve Fund   | 107      | Expenditures           | \$ 508,626                         | \$ 508,626             | \$ -                   |
| Equipment Reserve Fund   | 107      | Ending Fund Balance    | \$ 246,317                         | \$ 210,417             | \$ (35,900)            |
| Transportation Sales Tax | 108      | Beginning Fund Balance | \$ 490,000                         | \$ 553,725             | \$ 63,725              |
| Transportation Sales Tax | 108      | Revenue                | \$ 332,500                         | \$ 332,500             | \$ -                   |
| Transportation Sales Tax | 108      | Expenditures           | \$ 364,442                         | \$ 664,442             | \$ 300,000             |
| Transportation Sales Tax | 108      | Ending Fund Balance    | \$ 458,058                         | \$ 221,783             | \$ (236,275)           |
| Contingency Fund         | 109      | Beginning Fund Balance | \$ 320,500                         | \$ 323,515             | \$ 3,015               |
| Contingency Fund         | 109      | Revenue                | \$ 32,400                          | \$ 32,400              | \$ -                   |
| Contingency Fund         | 109      | Expenditures           | \$ -                               | \$ -                   | \$ -                   |
| Contingency Fund         | 109      | Ending Fund Balance    | \$ 352,900                         | \$ 355,915             | \$ 3,015               |

**2019 Amended Budgeted Revenues and Expenditures in Summary Form (Continued)**

| Fund Title                    | Fund No. | Description            | 2019                               | 2019                   | Increase<br>(Decrease) |
|-------------------------------|----------|------------------------|------------------------------------|------------------------|------------------------|
|                               |          |                        | Current Budget<br>adopted 11/19/18 | Proposed<br>Amd. No. 1 |                        |
| Building Improvement          | 110      | Beginning Fund Balance | \$ 580,000                         | \$ 329,253             | \$ (250,747)           |
| Building Improvement          | 110      | Revenue                | \$ 813,604                         | \$ 782,021             | \$ (31,583)            |
| Building Improvement          | 110      | Expenditures           | \$ 370,000                         | \$ 370,000             | \$ -                   |
| Building Improvement          | 110      | Ending Fund Balance    | \$ 1,023,604                       | \$ 741,274             | \$ (282,330)           |
|                               |          |                        |                                    |                        |                        |
| REET 1 - Capital Improvements | 120      | Beginning Fund Balance | \$ 310,000                         | \$ 385,013             | \$ 75,013              |
| REET 1 - Capital Improvements | 120      | Revenue                | \$ 169,300                         | \$ 169,300             | \$ -                   |
| REET 1 - Capital Improvements | 120      | Expenditures           | \$ 340,000                         | \$ 200,000             | \$ (140,000)           |
| REET 1 - Capital Improvements | 120      | Ending Fund Balance    | \$ 139,300                         | \$ 354,313             | \$ 215,013             |
|                               |          |                        |                                    |                        |                        |
| REET 2 - Growth Management    | 121      | Beginning Fund Balance | \$ 600,000                         | \$ 664,650             | \$ 64,650              |
| REET 2 - Growth Management    | 121      | Revenue                | \$ 261,264                         | \$ 174,500             | \$ (86,764)            |
| REET 2 - Growth Management    | 121      | Expenditures           | \$ 120,000                         | \$ 120,000             | \$ -                   |
| REET 2 - Growth Management    | 121      | Ending Fund Balance    | \$ 741,264                         | \$ 719,150             | \$ (22,114)            |
|                               |          |                        |                                    |                        |                        |
| Debt Service Fund             | 205      | Beginning Fund Balance | \$ 67,000                          | \$ 148,133             | \$ 81,133              |
| Debt Service Fund             | 205      | Revenue                | \$ 202,500                         | \$ 202,500             | \$ -                   |
| Debt Service Fund             | 205      | Expenditures           | \$ 201,450                         | \$ 201,450             | \$ -                   |
| Debt Service Fund             | 205      | Ending Fund Balance    | \$ 68,050                          | \$ 149,183             | \$ 81,133              |
|                               |          |                        |                                    |                        |                        |
| Sewer Fund                    | 401      | Beginning Fund Balance | \$ 1,200,000                       | \$ 1,627,172           | \$ 427,172             |
| Sewer Fund                    | 401      | Revenue                | \$ 1,945,356                       | \$ 1,945,356           | \$ -                   |
| Sewer Fund                    | 401      | Expenditures           | \$ 2,662,956                       | \$ 2,708,955           | \$ 45,999              |
| Sewer Fund                    | 401      | Ending Fund Balance    | \$ 482,400                         | \$ 863,573             | \$ 381,173             |
|                               |          |                        |                                    |                        |                        |
| Sewer Construction Fund       | 403      | Beginning Fund Balance | \$ 1,280,000                       | \$ 1,580,468           | \$ 300,468             |
| Sewer Construction Fund       | 403      | Revenue                | \$ 1,072,440                       | \$ 1,072,440           | \$ -                   |
| Sewer Construction Fund       | 403      | Expenditures           | \$ 1,862,000                       | \$ 1,862,000           | \$ -                   |
| Sewer Construction Fund       | 403      | Ending Fund Balance    | \$ 490,440                         | \$ 790,908             | \$ 300,468             |
|                               |          |                        |                                    |                        |                        |
| Sewer Plant Investment Fund   | 405      | Beginning Fund Balance | \$ 975,000                         | \$ 1,024,843           | \$ 49,843              |
| Sewer Plant Investment Fund   | 405      | Revenue                | \$ 482,040                         | \$ 482,040             | \$ -                   |
| Sewer Plant Investment Fund   | 405      | Expenditures           | \$ 463,140                         | \$ 463,140             | \$ -                   |
| Sewer Plant Investment Fund   | 405      | Ending Fund Balance    | \$ 993,900                         | \$ 1,043,743           | \$ 49,843              |
|                               |          |                        |                                    |                        |                        |
| Drainage Fund                 | 410      | Beginning Fund Balance | \$ 180,000                         | \$ 283,838             | \$ 103,838             |
| Drainage Fund                 | 410      | Revenue                | \$ 707,873                         | \$ 707,873             | \$ -                   |
| Drainage Fund                 | 410      | Expenditures           | \$ 594,635                         | \$ 594,124             | \$ (511)               |
| Drainage Fund                 | 410      | Ending Fund Balance    | \$ 293,238                         | \$ 397,587             | \$ 104,349             |
|                               |          |                        |                                    |                        | \$ -                   |
| Drainage Construction Fund    | 411      | Beginning Fund Balance | \$ 400,000                         | \$ 56,901              | \$ (343,099)           |
| Drainage Construction Fund    | 411      | Revenue                | \$ 2,091,040                       | \$ 2,476,040           | \$ 385,000             |
| Drainage Construction Fund    | 411      | Expenditures           | \$ 1,951,200                       | \$ 1,951,200           | \$ -                   |
| Drainage Construction Fund    | 411      | Ending Fund Balance    | \$ 539,840                         | \$ 581,741             | \$ 41,901              |
|                               |          |                        |                                    |                        | \$ -                   |
| Drainage Plant Invest Fund    | 412      | Beginning Fund Balance | \$ 25,000                          | \$ 43,092              | \$ 18,092              |
| Drainage Plant Invest Fund    | 412      | Revenue                | \$ 85,540                          | \$ 85,540              | \$ -                   |
| Drainage Plant Invest Fund    | 412      | Expenditures           | \$ 84,840                          | \$ 84,840              | \$ -                   |
| Drainage Plant Invest Fund    | 412      | Ending Fund Balance    | \$ 25,700                          | \$ 43,792              | \$ 18,092              |

**2019 Amended Budgeted Revenues and Expenditures in Summary Form (Continued)**

| Fund Title                  | Fund No. | Description            | 2019                               | 2019                   | Increase<br>(Decrease) |
|-----------------------------|----------|------------------------|------------------------------------|------------------------|------------------------|
|                             |          |                        | Current Budget<br>adopted 11/19/18 | Proposed<br>Amd. No. 1 |                        |
| Water Fund                  | 421      | Beginning Fund Balance | \$ 675,000                         | \$ 927,280             | \$ 252,280             |
| Water Fund                  | 421      | Revenue                | \$ 2,009,697                       | \$ 2,009,697           | \$ -                   |
| Water Fund                  | 421      | Expenditures           | \$ 2,049,921                       | \$ 2,039,922           | \$ (9,999)             |
| Water Fund                  | 421      | Ending Fund Balance    | \$ 634,776                         | \$ 897,055             | \$ 262,279             |
| Water Construction Fund     | 422      | Beginning Fund Balance | \$ 460,000                         | \$ 478,075             | \$ 18,075              |
| Water Construction Fund     | 422      | Revenue                | \$ 659,520                         | \$ 3,659,520           | \$ 3,000,000           |
| Water Construction Fund     | 422      | Expenditures           | \$ 798,000                         | \$ 3,755,000           | \$ 2,957,000           |
| Water Construction Fund     | 422      | Ending Fund Balance    | \$ 321,520                         | \$ 382,595             | \$ 61,075              |
| Cedarhome Plant Investment  | 423      | Beginning Fund Balance | \$ 95,000                          | \$ 96,324              | \$ 1,324               |
| Cedarhome Plant Investment  | 423      | Revenue                | \$ 12,680                          | \$ 12,680              | \$ -                   |
| Cedarhome Plant Investment  | 423      | Expenditures           | \$ 10,580                          | \$ 10,580              | \$ -                   |
| Cedarhome Plant Investment  | 423      | Ending Fund Balance    | \$ 97,100                          | \$ 98,424              | \$ 1,324               |
| Water Plant Investment Fund | 424      | Beginning Fund Balance | \$ 250,000                         | \$ 295,015             | \$ 45,015              |
| Water Plant Investment Fund | 424      | Revenue                | \$ 419,920                         | \$ 419,920             | \$ -                   |
| Water Plant Investment Fund | 424      | Expenditures           | \$ 414,720                         | \$ 414,720             | \$ -                   |
| Water Plant Investment Fund | 424      | Ending Fund Balance    | \$ 255,200                         | \$ 300,215             | \$ 45,015              |
| Water Bond Reserve Fund     | 451      | Beginning Fund Balance | \$ 220,000                         | \$ 228,339             | \$ 8,339               |
| Water Bond Reserve Fund     | 451      | Revenue                | \$ 214,100                         | \$ 214,100             | \$ -                   |
| Water Bond Reserve Fund     | 451      | Expenditures           | \$ 209,400                         | \$ 209,400             | \$ -                   |
| Water Bond Reserve Fund     | 451      | Ending Fund Balance    | \$ 224,700                         | \$ 233,039             | \$ 8,339               |
| Sewer Bond Reserve Fund     | 452      | Beginning Fund Balance | \$ 477,000                         | \$ 484,225             | \$ 7,225               |
| Sewer Bond Reserve Fund     | 452      | Revenue                | \$ 8,900                           | \$ 8,900               | \$ -                   |
| Sewer Bond Reserve Fund     | 452      | Expenditures           | \$ -                               | \$ -                   | \$ -                   |
| Sewer Bond Reserve Fund     | 452      | Ending Fund Balance    | \$ 485,900                         | \$ 493,125             | \$ 7,225               |
| Sewer Equipment Reserve     | 457      | Beginning Fund Balance | \$ 597,000                         | \$ 604,509             | \$ 7,509               |
| Sewer Equipment Reserve     | 457      | Revenue                | \$ 341,862                         | \$ 341,862             | \$ -                   |
| Sewer Equipment Reserve     | 457      | Expenditures           | \$ 509,750                         | \$ 509,750             | \$ -                   |
| Sewer Equipment Reserve     | 457      | Ending Fund Balance    | \$ 429,112                         | \$ 436,621             | \$ 7,509               |
| Drainage Equipment Reserve  | 458      | Beginning Fund Balance | \$ 275,000                         | \$ 301,781             | \$ 26,781              |
| Drainage Equipment Reserve  | 458      | Revenue                | \$ 117,853                         | \$ 117,853             | \$ -                   |
| Drainage Equipment Reserve  | 458      | Expenditures           | \$ 224,750                         | \$ 224,750             | \$ -                   |
| Drainage Equipment Reserve  | 458      | Ending Fund Balance    | \$ 168,103                         | \$ 194,884             | \$ 26,781              |
| Water Equipment Reserve     | 459      | Beginning Fund Balance | \$ 175,000                         | \$ 212,627             | \$ 37,627              |
| Water Equipment Reserve     | 459      | Revenue                | \$ 72,641                          | \$ 72,641              | \$ -                   |
| Water Equipment Reserve     | 459      | Expenditures           | \$ 81,100                          | \$ 81,100              | \$ -                   |
| Water Equipment Reserve     | 459      | Ending Fund Balance    | \$ 166,541                         | \$ 204,168             | \$ 37,627              |
| Suspense Fund               | 630      | Beginning Fund Balance | \$ 46,581                          | \$ 9,418               | \$ (37,163)            |
| Suspense Fund               | 630      | Revenue                | \$ -                               | \$ -                   | \$ -                   |
| Suspense Fund               | 630      | Expenditures           | \$ -                               | \$ -                   | \$ -                   |
| Suspense Fund               | 630      | Ending Fund Balance    | \$ 46,581                          | \$ 9,418               | \$ (37,163)            |
| All Funds                   |          | Beginning Fund Balance | \$ 15,043,893                      | \$ 16,968,372          | \$ 1,924,479           |
| All Funds                   |          | Revenue                | \$ 24,225,050                      | \$ 28,493,709          | \$ 4,268,659           |
| All Funds                   |          | Expenditures           | \$ 26,969,938                      | \$ 32,080,199          | \$ 5,110,261           |
| All Funds                   |          | Ending Fund Balance    | \$ 12,299,005                      | \$ 13,381,882          | \$ 1,082,877           |

**2020 Amended Budgeted Revenues and Expenditures in Summary Form**

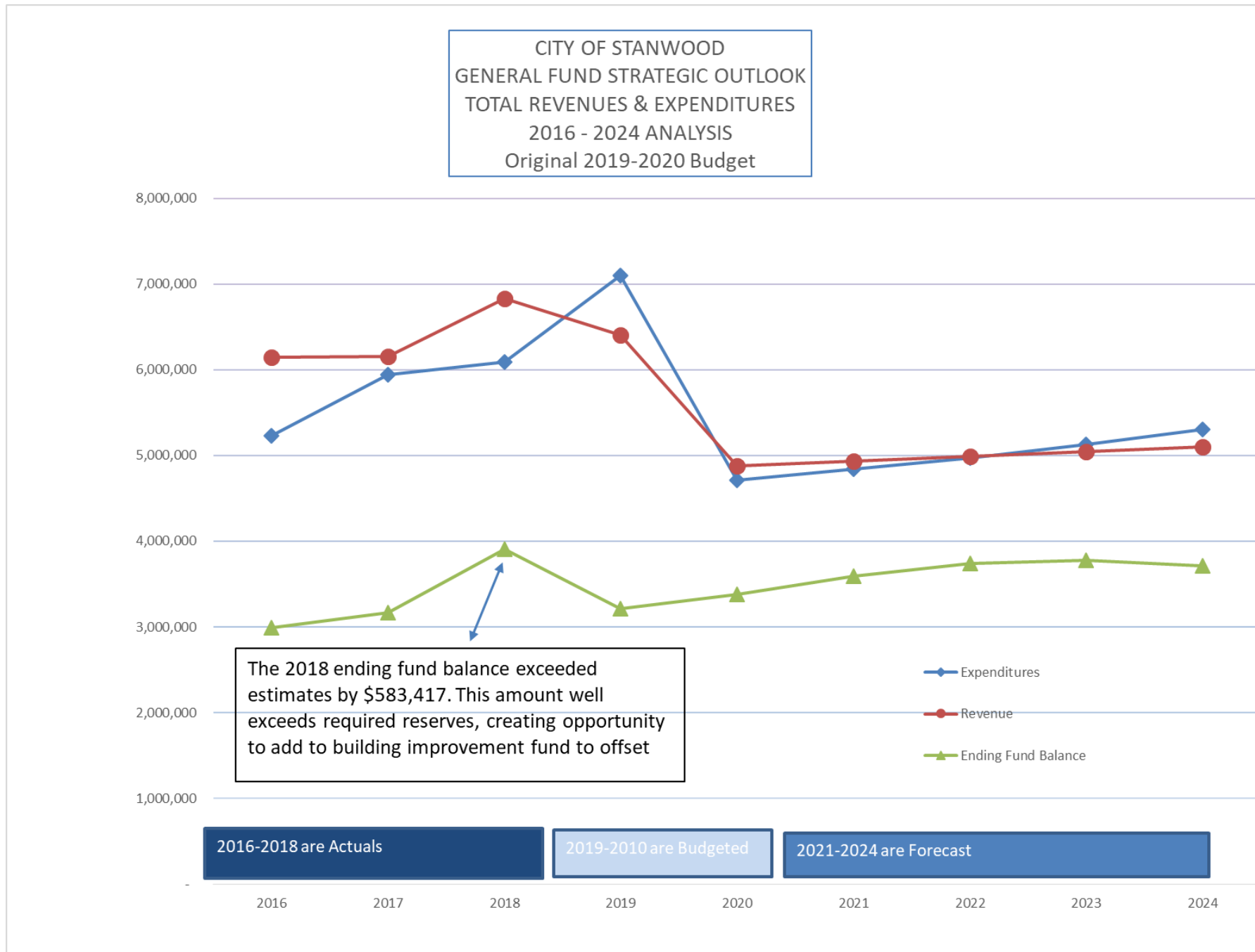
| Fund Title               | Fund No. | Description            | 2020                               | 2020                   | Increase<br>(Decrease) |
|--------------------------|----------|------------------------|------------------------------------|------------------------|------------------------|
|                          |          |                        | Current Budget<br>adopted 11/19/18 | Proposed<br>Amd. No. 1 |                        |
| General Fund             | 001      | Beginning Fund Balance | \$ 2,630,130                       | \$ 2,392,185           | \$ (237,945)           |
| General Fund             | 001      | Revenue                | \$ 4,878,958                       | \$ 4,878,958           | \$ -                   |
| General Fund             | 001      | Expenditures           | \$ 4,712,202                       | \$ 4,861,833           | \$ 149,631             |
| General Fund             | 001      | Ending Fund Balance    | \$ 2,796,886                       | \$ 2,409,310           | \$ (387,576)           |
|                          |          |                        |                                    |                        |                        |
| Street Fund              | 101      | Beginning Fund Balance | \$ 47,191                          | \$ 113,512             | \$ 66,321              |
| Street Fund              | 101      | Revenue                | \$ 475,448                         | \$ 360,172             | \$ (115,276)           |
| Street Fund              | 101      | Expenditures           | \$ 491,740                         | \$ 417,903             | \$ (73,837)            |
| Street Fund              | 101      | Ending Fund Balance    | \$ 30,899                          | \$ 55,781              | \$ 24,882              |
|                          |          |                        |                                    |                        |                        |
| Street Impact Fee Fund   | 102      | Beginning Fund Balance | \$ 480,403                         | \$ 522,095             | \$ 41,692              |
| Street Impact Fee Fund   | 102      | Revenue                | \$ 220,403                         | \$ 220,403             | \$ -                   |
| Street Impact Fee Fund   | 102      | Expenditures           | \$ 125,000                         | \$ 125,000             | \$ -                   |
| Street Impact Fee Fund   | 102      | Ending Fund Balance    | \$ 575,806                         | \$ 617,498             | \$ 41,692              |
|                          |          |                        |                                    |                        |                        |
| Street Construction      | 103      | Beginning Fund Balance | \$ 58,989                          | \$ 202,877             | \$ 143,888             |
| Street Construction      | 103      | Revenue                | \$ 2,686,900                       | \$ 2,714,508           | \$ 27,608              |
| Street Construction      | 103      | Expenditures           | \$ 2,693,193                       | \$ 2,473,868           | \$ (219,325)           |
| Street Construction      | 103      | Ending Fund Balance    | \$ 52,696                          | \$ 443,517             | \$ 390,821             |
|                          |          |                        |                                    |                        |                        |
| Park Improvement         | 104      | Beginning Fund Balance | \$ 245,400                         | \$ 351,528             | \$ 106,128             |
| Park Improvement         | 104      | Revenue                | \$ 1,930,400                       | \$ 1,930,400           | \$ -                   |
| Park Improvement         | 104      | Expenditures           | \$ 2,080,000                       | \$ 2,080,000           | \$ -                   |
| Park Improvement         | 104      | Ending Fund Balance    | \$ 95,800                          | \$ 201,928             | \$ 106,128             |
|                          |          |                        |                                    |                        |                        |
| Fire Impact Fees Fund    | 105      | Beginning Fund Balance | \$ 91,400                          | \$ 13,760              | \$ (77,640)            |
| Fire Impact Fees Fund    | 105      | Revenue                | \$ 13,400                          | \$ 13,400              | \$ -                   |
| Fire Impact Fees Fund    | 105      | Expenditures           | \$ -                               | \$ -                   | \$ -                   |
| Fire Impact Fees Fund    | 105      | Ending Fund Balance    | \$ 104,800                         | \$ 27,160              | \$ (77,640)            |
|                          |          |                        |                                    |                        |                        |
| Park Impact Fees Fund    | 106      | Beginning Fund Balance | \$ 60,948                          | \$ 63,002              | \$ 2,054               |
| Park Impact Fees Fund    | 106      | Revenue                | \$ 40,948                          | \$ 40,948              | \$ -                   |
| Park Impact Fees Fund    | 106      | Expenditures           | \$ 100,000                         | \$ 100,000             | \$ -                   |
| Park Impact Fees Fund    | 106      | Ending Fund Balance    | \$ 1,896                           | \$ 3,950               | \$ 2,054               |
|                          |          |                        |                                    |                        |                        |
| Equipment Reserve Fund   | 107      | Beginning Fund Balance | \$ 246,317                         | \$ 210,417             | \$ (35,900)            |
| Equipment Reserve Fund   | 107      | Revenue                | \$ 180,192                         | \$ 180,192             | \$ -                   |
| Equipment Reserve Fund   | 107      | Expenditures           | \$ 188,000                         | \$ 188,000             | \$ -                   |
| Equipment Reserve Fund   | 107      | Ending Fund Balance    | \$ 238,509                         | \$ 202,609             | \$ (35,900)            |
|                          |          |                        |                                    |                        |                        |
| Transportation Sales Tax | 108      | Beginning Fund Balance | \$ 458,058                         | \$ 221,783             | \$ (236,275)           |
| Transportation Sales Tax | 108      | Revenue                | \$ 307,500                         | \$ 307,500             | \$ -                   |
| Transportation Sales Tax | 108      | Expenditures           | \$ 265,854                         | \$ 265,854             | \$ -                   |
| Transportation Sales Tax | 108      | Ending Fund Balance    | \$ 499,704                         | \$ 263,429             | \$ (236,275)           |
|                          |          |                        |                                    |                        |                        |
| Contingency Fund         | 109      | Beginning Fund Balance | \$ 352,900                         | \$ 355,915             | \$ 3,015               |
| Contingency Fund         | 109      | Revenue                | \$ 32,400                          | \$ 32,400              | \$ -                   |
| Contingency Fund         | 109      | Expenditures           | \$ -                               | \$ -                   | \$ -                   |
| Contingency Fund         | 109      | Ending Fund Balance    | \$ 385,300                         | \$ 388,315             | \$ 3,015               |

**2020 Amended Budgeted Revenues and Expenditures in Summary Form (Continued)**

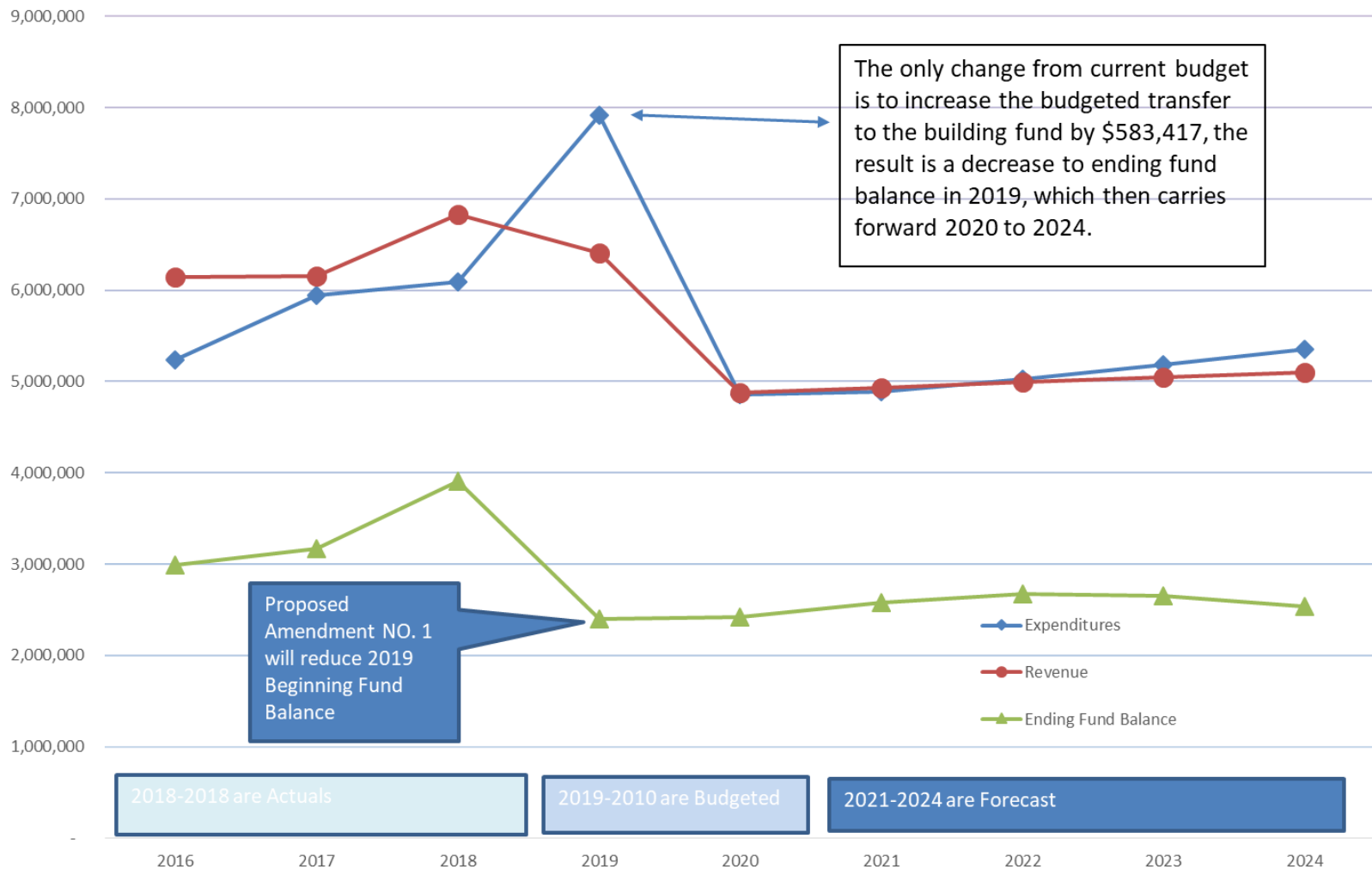
| Fund Title                    | Fund No. | Description            | 2020                               | 2020                   | Increase<br>(Decrease) |
|-------------------------------|----------|------------------------|------------------------------------|------------------------|------------------------|
|                               |          |                        | Current Budget<br>adopted 11/19/18 | Proposed<br>Amd. No. 1 |                        |
| Building Improvement          | 110      | Beginning Fund Balance | \$ 1,023,604                       | \$ 741,274             | \$ (282,330)           |
| Building Improvement          | 110      | Revenue                | \$ 16,800                          | \$ 16,800              | \$ -                   |
| Building Improvement          | 110      | Expenditures           |                                    | \$ -                   | \$ -                   |
| Building Improvement          | 110      | Ending Fund Balance    | \$ 1,040,404                       | \$ 758,074             | \$ (282,330)           |
|                               |          |                        |                                    |                        |                        |
| REET 1 - Capital Improvements | 120      | Beginning Fund Balance | \$ 139,300                         | \$ 354,313             | \$ 215,013             |
| REET 1 - Capital Improvements | 120      | Revenue                | \$ 109,300                         | \$ 109,300             | \$ -                   |
| REET 1 - Capital Improvements | 120      | Expenditures           | \$ 140,000                         | \$ -                   | \$ (140,000)           |
| REET 1 - Capital Improvements | 120      | Ending Fund Balance    | \$ 108,600                         | \$ 463,613             | \$ 355,013             |
|                               |          |                        |                                    |                        |                        |
| REET 2 - Growth Management    | 121      | Beginning Fund Balance | \$ 741,264                         | \$ 719,150             | \$ (22,114)            |
| REET 2 - Growth Management    | 121      | Revenue                | \$ 114,500                         | \$ 114,500             | \$ -                   |
| REET 2 - Growth Management    | 121      | Expenditures           | \$ 200,000                         | \$ 200,000             | \$ -                   |
| REET 2 - Growth Management    | 121      | Ending Fund Balance    | \$ 655,764                         | \$ 633,650             | \$ (22,114)            |
|                               |          |                        |                                    |                        |                        |
| Debt Service Fund             | 205      | Beginning Fund Balance | \$ 68,050                          | \$ 149,183             | \$ 81,133              |
| Debt Service Fund             | 205      | Revenue                | \$ 197,700                         | \$ 197,700             | \$ -                   |
| Debt Service Fund             | 205      | Expenditures           | \$ 204,050                         | \$ 204,050             | \$ -                   |
| Debt Service Fund             | 205      | Ending Fund Balance    | \$ 61,700                          | \$ 142,833             | \$ 81,133              |
|                               |          |                        |                                    |                        |                        |
| Sewer Fund                    | 401      | Beginning Fund Balance | \$ 482,400                         | \$ 863,573             | \$ 381,173             |
| Sewer Fund                    | 401      | Revenue                | \$ 2,089,221                       | \$ 2,089,221           | \$ -                   |
| Sewer Fund                    | 401      | Expenditures           | \$ 2,135,753                       | \$ 2,297,649           | \$ 161,896             |
| Sewer Fund                    | 401      | Ending Fund Balance    | \$ 435,868                         | \$ 655,145             | \$ 219,277             |
|                               |          |                        |                                    |                        |                        |
| Sewer Construction Fund       | 403      | Beginning Fund Balance | \$ 490,440                         | \$ 790,908             | \$ 300,468             |
| Sewer Construction Fund       | 403      | Revenue                | \$ 2,051,772                       | \$ 4,051,772           | \$ 2,000,000           |
| Sewer Construction Fund       | 403      | Expenditures           | \$ 1,717,000                       | \$ 1,717,000           | \$ -                   |
| Sewer Construction Fund       | 403      | Ending Fund Balance    | \$ 825,212                         | \$ 3,125,680           | \$ 2,300,468           |
|                               |          |                        |                                    |                        |                        |
| Sewer Plant Investment Fund   | 405      | Beginning Fund Balance | \$ 993,900                         | \$ 1,043,743           | \$ 49,843              |
| Sewer Plant Investment Fund   | 405      | Revenue                | \$ 482,040                         | \$ 482,040             | \$ -                   |
| Sewer Plant Investment Fund   | 405      | Expenditures           | \$ 1,342,472                       | \$ 1,342,472           | \$ -                   |
| Sewer Plant Investment Fund   | 405      | Ending Fund Balance    | \$ 133,468                         | \$ 183,311             | \$ 49,843              |
|                               |          |                        |                                    |                        |                        |
| Drainage Fund                 | 410      | Beginning Fund Balance | \$ 293,238                         | \$ 397,587             | \$ 104,349             |
| Drainage Fund                 | 410      | Revenue                | \$ 865,951                         | \$ 865,951             | \$ -                   |
| Drainage Fund                 | 410      | Expenditures           | \$ 883,070                         | \$ 1,007,923           | \$ 124,853             |
| Drainage Fund                 | 410      | Ending Fund Balance    | \$ 276,119                         | \$ 255,615             | \$ (20,504)            |
|                               |          |                        |                                    |                        | \$ -                   |
| Drainage Construction Fund    | 411      | Beginning Fund Balance | \$ 539,840                         | \$ 581,741             | \$ 41,901              |
| Drainage Construction Fund    | 411      | Revenue                | \$ 1,965,000                       | \$ 3,965,000           | \$ 2,000,000           |
| Drainage Construction Fund    | 411      | Expenditures           | \$ 2,141,500                       | \$ 2,141,500           | \$ -                   |
| Drainage Construction Fund    | 411      | Ending Fund Balance    | \$ 363,340                         | \$ 2,405,241           | \$ 2,041,901           |
|                               |          |                        |                                    |                        | \$ -                   |
| Drainage Plant Invest Fund    | 412      | Beginning Fund Balance | \$ 25,700                          | \$ 43,792              | \$ 18,092              |
| Drainage Plant Invest Fund    | 412      | Revenue                | \$ 85,540                          | \$ 85,540              | \$ -                   |
| Drainage Plant Invest Fund    | 412      | Expenditures           | \$ 100,000                         | \$ 100,000             | \$ -                   |
| Drainage Plant Invest Fund    | 412      | Ending Fund Balance    | \$ 11,240                          | \$ 29,332              | \$ 18,092              |

**2020 Amended Budgeted Revenues and Expenditures in Summary Form (Continued)**

| Fund Title                  | Fund No. | Description            | 2020                               | 2020                   | Increase<br>(Decrease) |
|-----------------------------|----------|------------------------|------------------------------------|------------------------|------------------------|
|                             |          |                        | Current Budget<br>adopted 11/19/18 | Proposed<br>Amd. No. 1 |                        |
| Water Fund                  | 421      | Beginning Fund Balance | \$ 634,776                         | \$ 897,055             | \$ 262,279             |
| Water Fund                  | 421      | Revenue                | \$ 2,058,017                       | \$ 2,058,017           | \$ -                   |
| Water Fund                  | 421      | Expenditures           | \$ 1,992,661                       | \$ 2,173,842           | \$ 181,181             |
| Water Fund                  | 421      | Ending Fund Balance    | \$ 700,132                         | \$ 781,230             | \$ 81,098              |
| Water Construction Fund     | 422      | Beginning Fund Balance | \$ 321,520                         | \$ 382,595             | \$ 61,075              |
| Water Construction Fund     | 422      | Revenue                | \$ 2,044,800                       | \$ 744,800             | \$ (1,300,000)         |
| Water Construction Fund     | 422      | Expenditures           | \$ 2,130,000                       | \$ 80,000              | \$ (2,050,000)         |
| Water Construction Fund     | 422      | Ending Fund Balance    | \$ 236,320                         | \$ 1,047,395           | \$ 811,075             |
| Cedarhome Plant Investment  | 423      | Beginning Fund Balance | \$ 97,100                          | \$ 98,424              | \$ 1,324               |
| Cedarhome Plant Investment  | 423      | Revenue                | \$ 12,680                          | \$ 12,680              | \$ -                   |
| Cedarhome Plant Investment  | 423      | Expenditures           | \$ 10,580                          | \$ 10,580              | \$ -                   |
| Cedarhome Plant Investment  | 423      | Ending Fund Balance    | \$ 99,200                          | \$ 100,524             | \$ 1,324               |
| Water Plant Investment Fund | 424      | Beginning Fund Balance | \$ 255,200                         | \$ 300,215             | \$ 45,015              |
| Water Plant Investment Fund | 424      | Revenue                | \$ 419,920                         | \$ 419,920             | \$ -                   |
| Water Plant Investment Fund | 424      | Expenditures           | \$ 600,000                         | \$ 600,000             | \$ -                   |
| Water Plant Investment Fund | 424      | Ending Fund Balance    | \$ 75,120                          | \$ 120,135             | \$ 45,015              |
| Water Bond Reserve Fund     | 451      | Beginning Fund Balance | \$ 224,700                         | \$ 233,039             | \$ 8,339               |
| Water Bond Reserve Fund     | 451      | Revenue                | \$ 214,100                         | \$ 214,100             | \$ -                   |
| Water Bond Reserve Fund     | 451      | Expenditures           | \$ 209,400                         | \$ 209,400             | \$ -                   |
| Water Bond Reserve Fund     | 451      | Ending Fund Balance    | \$ 229,400                         | \$ 237,739             | \$ 8,339               |
| Sewer Bond Reserve Fund     | 452      | Beginning Fund Balance | \$ 485,900                         | \$ 493,125             | \$ 7,225               |
| Sewer Bond Reserve Fund     | 452      | Revenue                | \$ 8,900                           | \$ 8,900               | \$ -                   |
| Sewer Bond Reserve Fund     | 452      | Expenditures           | \$ -                               | \$ -                   | \$ -                   |
| Sewer Bond Reserve Fund     | 452      | Ending Fund Balance    | \$ 494,800                         | \$ 502,025             | \$ 7,225               |
| Sewer Equipment Reserve     | 457      | Beginning Fund Balance | \$ 429,112                         | \$ 436,621             | \$ 7,509               |
| Sewer Equipment Reserve     | 457      | Revenue                | \$ 141,426                         | \$ 141,426             | \$ -                   |
| Sewer Equipment Reserve     | 457      | Expenditures           | \$ 77,500                          | \$ 77,500              | \$ -                   |
| Sewer Equipment Reserve     | 457      | Ending Fund Balance    | \$ 493,038                         | \$ 500,547             | \$ 7,509               |
| Drainage Equipment Reserve  | 458      | Beginning Fund Balance | \$ 168,103                         | \$ 194,884             | \$ 26,781              |
| Drainage Equipment Reserve  | 458      | Revenue                | \$ 56,165                          | \$ 56,165              | \$ -                   |
| Drainage Equipment Reserve  | 458      | Expenditures           | \$ 37,500                          | \$ 37,500              | \$ -                   |
| Drainage Equipment Reserve  | 458      | Ending Fund Balance    | \$ 186,768                         | \$ 213,549             | \$ 26,781              |
| Water Equipment Reserve     | 459      | Beginning Fund Balance | \$ 166,541                         | \$ 204,168             | \$ 37,627              |
| Water Equipment Reserve     | 459      | Revenue                | \$ 65,892                          | \$ 65,892              | \$ -                   |
| Water Equipment Reserve     | 459      | Expenditures           | \$ 65,000                          | \$ 65,000              | \$ -                   |
| Water Equipment Reserve     | 459      | Ending Fund Balance    | \$ 167,433                         | \$ 205,060             | \$ 37,627              |
| Suspense Fund               | 630      | Beginning Fund Balance | \$ 46,581                          | \$ 9,418               | \$ (37,163)            |
| Suspense Fund               | 630      | Revenue                | \$ -                               | \$ -                   | \$ -                   |
| Suspense Fund               | 630      | Expenditures           | \$ -                               | \$ -                   | \$ -                   |
| Suspense Fund               | 630      | Ending Fund Balance    | \$ 46,581                          | \$ 9,418               | \$ (37,163)            |
| All Funds                   |          | Beginning Fund Balance | \$ 12,299,005                      | \$ 13,381,882          | \$ 1,082,877           |
| All Funds                   |          | Revenue                | \$ 23,766,273                      | \$ 26,378,605          | \$ 2,612,332           |
| All Funds                   |          | Expenditures           | \$ 24,642,475                      | \$ 22,776,874          | \$ (1,865,601)         |
| All Funds                   |          | Ending Fund Balance    | \$ 11,422,803                      | \$ 16,983,613          | \$ 5,560,810           |



CITY OF STANWOOD  
 GENERAL FUND STRATEGIC OUTLOOK  
 TOTAL REVENUES & EXPENDITURES  
 2016 - 2024 ANALYSIS  
 Proposed 2019-2020 Amendment No. 1







## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 9b

**DATE:** April 11, 2019

**SUBJECT:** Aquatic Lands Enhancement Account Grant and  
Consultant Services Contract

**CONTACT PERSON:** Patricia Love, Community Development Director

**ATTACHMENTS:** A - Grant Contract with RCO  
B – JA Brennan – Scope of Work

---

### **ISSUE**

The issue in front of the City Council is to authorize the Mayor to sign the Aquatic Lands Enhancement Account (ALEA) Grant with the Recreation and Conservation Office (RCO) for \$500,000 and approve the Scope of Work with JA Brennan for design and engineering services.

### **RECOMMENDATION**

1. Review and discuss the ALEA grant and scope of work for JA Brennan.
2. Authorize the Mayor to sign the ALEA grant for \$500,000.
3. Support the Scope of Work with JA Brennan to finalize the design and engineering for the Hamilton Landing park improvements.

### **SUMMARY STATEMENT**

The city has been working on the design and development of Hamilton Landing Park for several years; a conceptual master plan was adopted in June of 2016. During the 2016 RCO grant round the City applied for an ALEA grant. That grant did not rank high enough to get funded. However, during the 2017 legislative session, the Legislature funded all of the ALEA grant applications. Attached is the formal grant contract from RCO awarding \$500,000 to the City of Stanwood to build a parking lot and non-motorized boat launch.

## DISCUSSION

### **RCO Grant:**

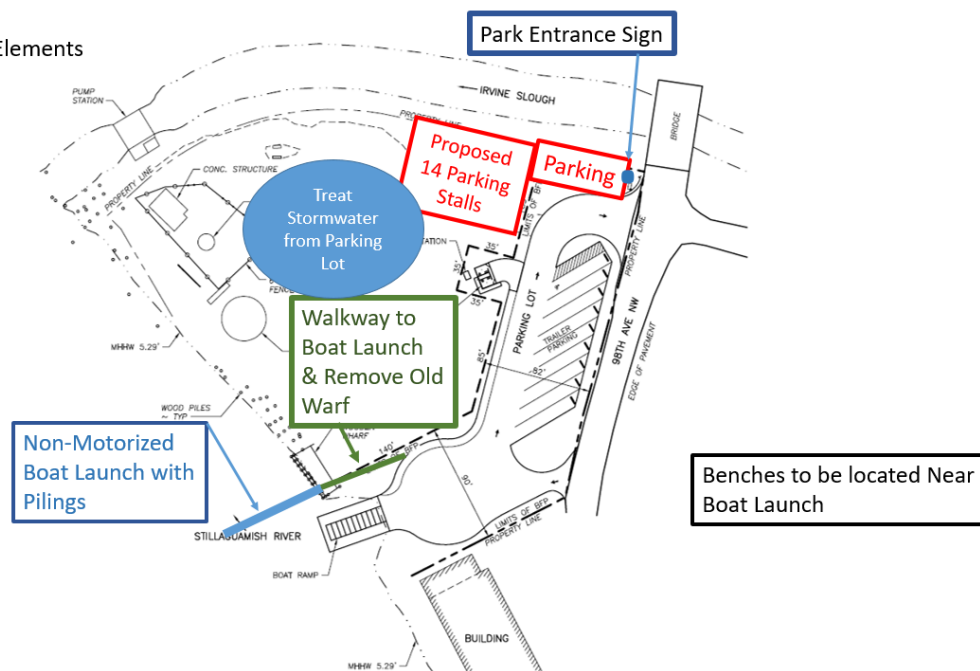
In 2016 the City applied for an Aquatic Lands Enhancement Account Grant from RCO. At the time the City was not awarded the grant, but the Legislature later funded all of the grant applicants. In order to receive the grant, we must produce a project that meets the intent of the original grant application.

The original project included building both a motorized and non-motorized boat launch with parking and associated amenities. Since the grant was applied for, the Washington Department of Fish and Wildlife began working on plans to build a motorized boat launch, trailer parking and a restroom on the site.

RCO has approved a revised scope of work for the City that builds on WDFW's project. To receive the \$500,000 grant, the city will be required to design and build the following project elements:

- Provide vehicle parking (not boat launch parking)
- Install a non-motorized boat launch
- Install stormwater treatment facilities for the new impervious area
- Provide a park entrance sign and benches

Hamilton Park  
City of Stanwood  
ALEA Grant – Project Elements



### ***Hamilton Wetland:***

As part of the Integrated Planning Grant that the City received from the Department of Ecology, a wetland study was prepared. That study showed that the wetland identified on the Master Plan is much larger than originally thought. Due to the size and impact of the wetland on the project, monitoring wells were installed to conduct a more detailed wetland evaluation to determine if the hydrology is sufficiently present to meet the definition of a wetland.

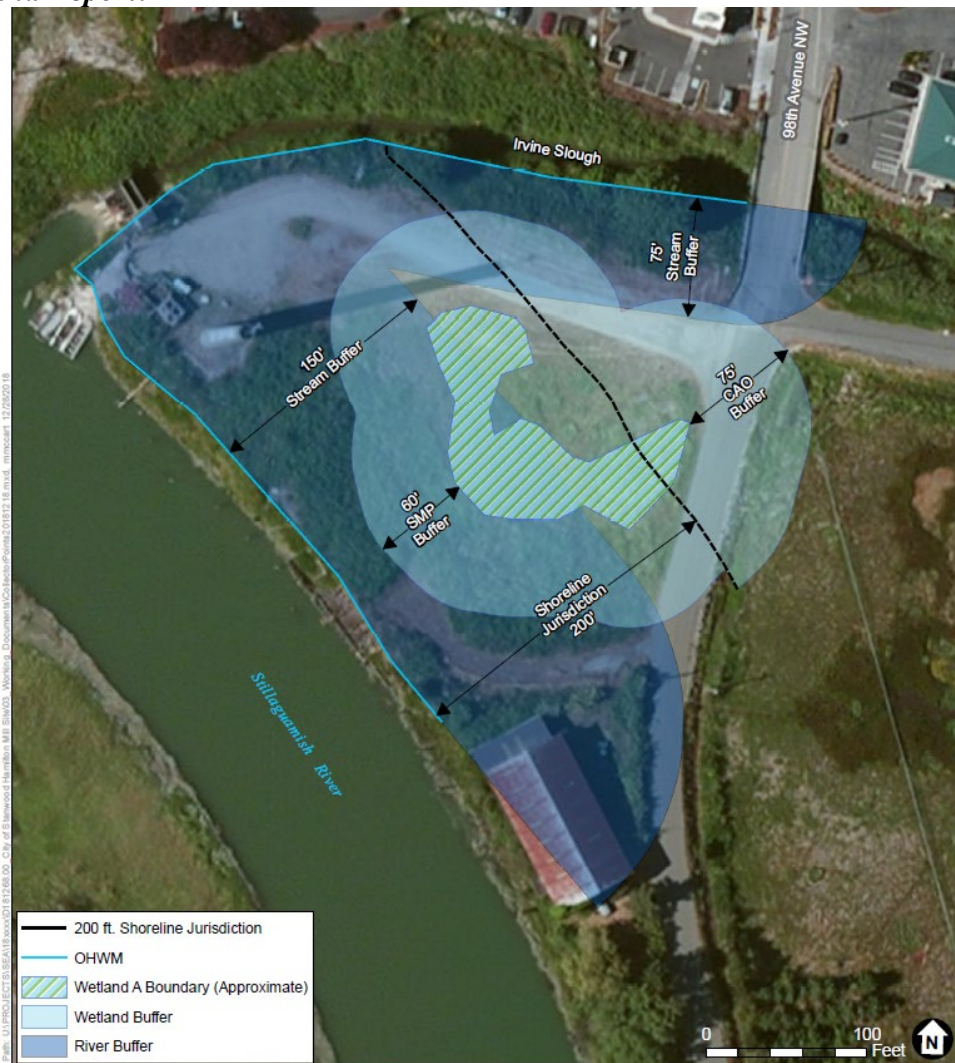
One of the project challenges includes designing around a wetland and developing a wetland mitigation plan that is approved by the Army Corps of Engineers. This redesign may result in a design significantly different than the conceptual master plan; however the intent will be to keep all of the project elements.

### ***Original Hamilton Master Plan:***



## Hamilton Landing Conceptual Plan

## 2019 Wetland Report:



The results of the monitoring wells will determine the level of redesign necessary and the amount of wetland mitigation that would be needed to complete the project.

### **Design Contract:**

Jim Brennan Associates has drafted a scope of work to design the City's portion of the project. Major work items under this contract include:

- Schematic Re-Design: redesign based off of the final wetland study
- Design Services: Progressing the design to 100% construction plans
- Permitting Support: Assisting the City with the City, Corps of Engineers and Fish and Wildlife permitting requirements

Once the project is ready to bid, additional work items will include:

- Bid and construction support services

***Anticipated Schedule:***

Upon signature of the contract by RCO, the city will have authorization to begin working on the project. Permitting through the Corps of Engineers may take up to a year. Our goal would be to be under construction by the summer of 2020.

**FINANCIAL IMPACT**

The ALEA grant requires 50 percent matching funds which equals at least \$500,000. Final design and construction of the Hamilton Landing Park has been included in the 2019 / 2020 budget. Below is a breakdown of the proposed budget:

***Budget:***

| <b>Budget Fund Description</b>   | <b>Dollar Amount</b> |
|----------------------------------|----------------------|
| ALEA Grant                       | \$500,000            |
| Conservation Futures Grant*      | \$156,000            |
| City Funds to Purchase Property* | \$103,831            |
| City REET Funds                  | \$400,000            |
| Design to Date                   | \$20,103             |
| Total Project Budget:            | \$1,179,934          |

\*Funds already expended by the City for the purchase of Hamilton and can be used as match dollars.

***Anticipated Expenditures:***

| <b>Expenditure Description</b> | <b>Dollar Amount</b> |
|--------------------------------|----------------------|
| Property Purchase*             | \$260,000            |
| Design (JA Brennan)            | \$150,000            |
| Construction Management        | \$25,000             |
| Construction                   | \$1,345,000          |
| Total Project Budget:          | \$1,180,000          |

\*Funds already expended by the City for the purchase of Hamilton Landing.

**COMMITTEE RECOMMENDATION**

Both the Community Development Committee (February 14 meeting) and the Parks/Trails Advisory Committee (February 25 meeting) have been briefed on the wetland issues and ALEA grant award. Both committees are supportive of moving forward with the project.

### **CITY COUNCIL OPTIONS**

1. Authorize the mayor to sign the ALEA grant for \$500,000 and support the Scope of Work with JA Brennan not to exceed \$150,000 for design and engineering services.
2. Direct staff to make changes to the scope of work and/or cost provided for these services.
3. Do not accept the ALEA grant in the amount of \$500,000.

### **RECOMMENDED MOTION**

1. **I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE AQUATIC LANDS ENHANCEMENT ACCOUNT GRANT AS PROVIDED IN ATTACHMENT “A” WITH THE RECREATION AND CONSERVATION OFFICE TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$500,000 FOR HAMILTON LANDING PARK.**
2. **I MOVE TO APPROVE THE SCOPE OF WORK IN ATTACHMENT “B” WITH JA BRENNAN NOT TO EXCEED \$150,000 FOR DESIGN AND ENGINEERING SERVICES RELATED TO HAMILTON LANDING PARK.**



**Project Sponsor:** City of Stanwood

**Project Number:** 16-1863C

**Project Title:** Stanwood Riverfront Parks Hamilton Landing Phase I

**Approval Date:** 3/28/2018

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**A. PARTIES OF THE AGREEMENT**

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Stanwood (Sponsor, and primary Sponsor), 10220 270th St NW, Stanwood, WA 98292, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter into any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Section J.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (see Section 11. PROJECT REIMBURSEMENTS).

**B. PURPOSE OF AGREEMENT**

This Agreement sets out the terms and conditions by which a grant is made from the Aquatic Lands Enh and State Build Const Accounts of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

**C. DESCRIPTION OF PROJECT**

The City of Stanwood will use this grant to acquire and develop Phase I of Hamilton Landing, a two-acre site located just south of downtown Stanwood with 350 feet of shoreline on the Stillaguamish River. The project will include the acquisition of the two acres as well as development. Construction will include the installation of a hand-launch, a kiosk, various signage, park furnishings, landscaping, site preparation, parking, security lighting, and storm water drainage. The primary recreation opportunity provided by the project will be improved public access to the Stillaguamish River.

**D. PERIOD OF PERFORMANCE**

The period of performance begins on April 1, 2019 (project start date) and ends on December 31, 2021 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: LONG-TERM OBLIGATIONS.

**E. STANDARD TERMS AND CONDITIONS INCORPORATED**

The Standard Terms and Conditions of the Recreation and Conservation Office Agreement are hereby incorporated by reference as part of this Agreement.

**F. LONG-TERM OBLIGATIONS**

For this acquisition, development and renovation project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 25: Long-Term Obligations Of The Project Sponsors) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

**G. PROJECT FUNDING**

The total grant award provided for this project shall not exceed \$500,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

|                                       | Percentage | Dollar Amount  | Source of Funding |
|---------------------------------------|------------|----------------|-------------------|
| RCFB - Aquatic Lands Enhancement Acct | 43.93%     | \$500,000.00   | State             |
| Project Sponsor                       | 56.07%     | \$638,159.00   |                   |
| Total Project Cost                    | 100.00%    | \$1,138,159.00 |                   |

**H. FEDERAL FUND INFORMATION**

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

**I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS**

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions of the Project Agreement.

**J. AMENDMENTS TO AGREEMENT**

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

**K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES**

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, and any applicable federal program and accounting rules effective as of the date of this Agreement, and with respect to any amendments to this Agreement, as of the effective date of that amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

For the purpose of this Agreement, WAC Title 286, RCFB policies, and the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

Acquisition Projects - Manual 3  
Aquatic Lands Enhancement Account (ALEA)  
Development Projects - Manual 4



**L. SPECIAL CONDITIONS**

**Special Condition #1: Cultural Resources-Survey Required**

Section 8 of this agreement requires compliance with Executive Order 05-05 and/or Section 106 of the National Historic Preservation Act. RCO has completed the initial consultation for this project and a cultural resources survey is required. The Sponsor must submit to RCO the survey and receive from RCO a Notice to Proceed before any ground disturbing activities can begin. Construction started without a Notice to Proceed will be considered a breach of contract. In the event that archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in Section 8 of this agreement.

**M. AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

**Sponsor Project Contact**

Name: Patricia Love  
Title: Community Development Director  
Address: City of Stanwood Community Developme  
10220 270th Street  
Stanwood, WA 98292  
Email: patricia.love@ci.stanwood.wa.us

**RCO Contact**

Dan Haws  
Natural Resources Building  
PO Box 40917  
Olympia, Washington 98504-0917  
dan.haws@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

**N. ENTIRE AGREEMENT**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**O. EFFECTIVE DATE**

This Agreement, for project 16-1863C, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the Sponsor and the RCO, whichever is later (effective date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: PERIOD OF PERFORMANCE are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the Standard Terms and Conditions of the Project Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

**City of Stanwood**

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

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

Name: (printed) \_\_\_\_\_

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

**State of Washington Recreation and Conservation Office**  
**On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

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

Kaleen Cottingham  
Director  
Recreation and Conservation Office

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

Pre-approved as to form:

By: Brian Tallen

Assistant Attorney General

Date: October 6, 2017

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## Standard Terms and Conditions of the Project Agreement

**Project Sponsor:** City of Stanwood

**Project Number:** 16-1863C

**Project Title:** Stanwood Riverfront Parks Hamilton Landing Phase I

**Approval Date:** 3/28/2018

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### SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

**acquisition project** – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

**Agreement or project agreement** – The document entitled “Funding Board Project Agreement” accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions of the Project Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Funding Board Project Agreement subject to any limitations on their effect.

**applicant** – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

**application** – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**Authorized Representative/Agent** – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**Boating Infrastructure Grant (BIG)** – A program administered through the United States Fish and Wildlife Service.

**C.F.R.** – Code of Federal Regulations

**contractor** – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

**conversion** – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

**development project** – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

**director** – The chief executive officer of the Recreation and Conservation Office or that person's designee.

**education project** – A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

**education and enforcement project** – A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

**effective date** – The date when the signatures of all parties to this agreement are present in the agreement.

**enhancement project** – 1) A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site, or 2) a project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

**equipment** – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

**funding board or board** – The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under RCW 79A.25.110, or the Salmon Recovery Funding Board (SRFB) created under RCW 77.85.110.

**grant program** – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

**indirect cost** – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

**long-term compliance period** – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

**long-term obligations** – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

**landowner agreement** – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

**maintenance** – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation or salmon recovery.

**maintenance and operation** – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

**match or matching share** – The portion of the total project cost provided by the Sponsor.

**milestone** – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**monitoring project** – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

**monitoring and research project** – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

**Office** – Means the Recreation and Conservation Office or RCO.

**notice of grant** – As required by RCO or another authority, a document that has been legally recorded in the county or counties where the project property is located that describes the grant funded project located on the property, the funding sources, and agencies responsible for awarding the grant.

**pass-through entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** – The period beginning on the project start date and ending on the project end date.

**planning (RCFB projects only)** – A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

**planning (SRFB projects only)** – A project that results in a study, assessment, project design, or inventory.

**pre-agreement cost** – A project cost incurred before the period of performance.

**primary Sponsor** – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

**project** – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

**project area, RCFB** – A geographic area that delineates a grant assisted site which is subject to project agreement requirements (WAC 286.04.010).

**project area, SRFB** – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

**project cost** – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

**project end date** – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

**project start date** – The specific date identified in the Agreement on which the period of performance starts.

**research project** – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

**RCO** – Recreation and Conservation Office – The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by RCW 79A.25.110 and 79A.25.150 and charged with administering this Agreement by RCW 77.85.110 and 79A.25.240.

**reimbursement** – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

**renovation project** – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**restoration project** – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

**restoration and enhancement project** – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

**RCFB** – Recreation and Conservation Funding Board

**RCW** – Revised Code of Washington

**Recreational Trails Program (RTP)** – A Federal Highways Administration grant program.

**secondary Sponsor** – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

**Sponsor** – A Sponsor is an organization that is listed in and has signed this Agreement.

**Sponsor Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**SRFB** – Salmon Recovery Funding Board

**subaward** – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in Section G: Project Funding.



**subrecipient** – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

**useful service life** – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

**WAC** – Washington Administrative Code.

## **SECTION 2. PERFORMANCE BY THE SPONSOR**

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

## **SECTION 3. ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

## **SECTION 4. RESPONSIBILITY FOR PROJECT**

While the funding board undertakes to assist the Sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the Sponsor. The funding board undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

## **SECTION 5. INDEMNIFICATION**

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

#### **SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR**

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or Section 30B.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

#### **SECTION 7. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **SECTION 8. COMPLIANCE WITH APPLICABLE LAW**

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the funding board. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.
- B. Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
  - 1. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- D. Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

- E. Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- F. Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

## **SECTION 9. RECORDS**

- A. Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: PROJECT REIMBURSEMENTS. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. In order to satisfy 15 CFR 24.42(b) & (c) For projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in Section 11: PROJECT REIMBURSEMENTS.
- C. Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. Public Records.** Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), Sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

## **SECTION 10. PROJECT FUNDING**

- A. **Authority.** This Agreement is funded through a grant award from the recreation and conservation funding board per WAC 286 and/or the salmon recovery funding board per WAC 420. The director of RCO enters into this Agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. **Additional Amounts.** The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in Section H: FEDERAL FUND INFORMATION are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

## SECTION 11. PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section G: PROJECT FUNDING. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
  - 1. All approved or required activities outlined in the Agreement are done;
  - 2. On-site signs are in place (if applicable);
  - 3. A final project report is submitted to and accepted by RCO;
  - 4. Any other required documents and media are complete and submitted to RCO;

5. A final reimbursement request is submitted to RCO;
6. The completed project has been accepted by RCO;
7. Final amendments have been processed;
8. Fiscal transactions are complete, and
9. RCO has accepted a final boundary map, if requested by RCO, for which the Agreement terms will apply in the future.
10. Notice of Grant (if applicable) filed with the county lands records office and a stamped copy received by RCO

**E. Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:

1. Are verifiable from the non-Federal entity's (Sponsor's) records;
2. Are not included as contributions for any other Federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION of this Agreement; and
7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

**F. Requirements for Federal Subawards: Close out.** Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.

4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property rust relationship and 200.329 Reporting on real property (2013).

## **SECTION 12. ADVANCE PAYMENTS**

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

## **SECTION 13. RECOVERY OF PAYMENTS**

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. **Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

## **SECTION 14. COVENANT AGAINST CONTINGENT FEES**

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

## **SECTION 15. INCOME (AND FEES) AND USE OF INCOME**

RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

### **A. Income.**

1. **Farm and Forest Account (Farmland and Forestland Preservation Grants).** Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
2. **Firearms and Archery Range Recreation Projects.** Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
3. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any policies adopted by the RCFB or SRFB.

- B. Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
1. The Sponsor's matching resources;
  2. The project's total cost;
  3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
  4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  5. Capital expenses for similar acquisition and/or development and renovation; and/or
  6. Other purposes explicitly approved by RCO
- C. Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
1. Grant program laws, rules, policies, and funding board policies;
  2. Value of any service(s) furnished;
  3. Value of any opportunities furnished; and
  4. Prevailing range of public fees in the state for the activity involved.
- D. Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

## **SECTION 16. PROCUREMENT REQUIREMENTS**

- A. Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:
1. Publish a notice to the public requesting bids/proposals for the project;
  2. Specify in the notice the date for submittal of bids/proposals;
  3. Specify in the notice the general procedure and criteria for selection; and
  4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
  5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.



This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

**B. Requirements for Federal Subawards.**

1. For all Federal subawards except RTP projects, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, Sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

**SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS**

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in published funding board policies, or approved by RCO in writing.

**A. Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

**B. Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

**C. Requirements for Federal Subawards.** Except in the RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

**D. Requirements for RTP Subawards.**

1. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

2. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

## **SECTION 18. RIGHT OF INSPECTION**

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 23.C: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

## **SECTION 19. STEWARDSHIP AND MONITORING**

Sponsor agrees to perform monitoring and stewardship functions as stated in funding board policy, this Agreement, or as otherwise directed by RCO consistent with existing policies. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

## **SECTION 20. PREFERENCES FOR RESIDENTS**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

## **SECTION 21. ACKNOWLEDGMENT AND SIGNS**

- A. Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs.**
  1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director; and
  2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
  1. The fund source;
  2. The percentage of the total costs of the project that is financed with federal money;

3. The dollar amount of federal funds for the project; and
4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

## **SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS**

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a United States Coast Guard (or other federal agency) logo and funding program information at the project site.

## **SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
  1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.
- C. Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.
- D. Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- E. Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

## **SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

- A. Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
- D. Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
- 1. Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
  - 2. Assignment of Rights.** The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
  - 3. Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

- E. Real Property Acquisition and Relocation Assistance** In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- F. Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.
- G. Hazardous Substances.**
1. **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
    - a. No hazardous substances were found on the site, or
    - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
  2. **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
  3. **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- H. Requirements for Federal Subawards.** The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

## **SECTION 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS**

- A. Long-Term Obligations of RCFB Projects.** Sponsor shall comply with WAC 286-13-160, 170, and 180.
- B. Long-Term Obligations of SRFB Projects.** Sponsor shall comply with WAC 420.
- C. Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.

- D. Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

## **SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation, or restoration project:

- A. Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
  2. In a reasonably safe condition for the project's intended use;
  3. Throughout its estimated useful service life so as to prevent undue deterioration;
  4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. Open to the public.** Unless otherwise specifically provided for in the Agreement of funding board policies, and in compliance with applicable statutes, rules, and funding board policies, facilities must be open and accessible to the general public, and must:
1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
  2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.

3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the board, or by RCO in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

## **SECTION 27. RECORDED NOTICE OF GRANT**

At the request of RCO, Sponsor shall record a notice of grant on the property and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to ensure that the present and future use of the facility is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

## **SECTION 28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS**

A corporate Sponsor, including any nonprofit Sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
- C. Maintain sites or facilities open to the public and may not limit access to members.

## **SECTION 29. PROVISIONS FOR FEDERAL SUBAWARDS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

1. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
2. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

**E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



- F. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- I. Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- K. Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

### **SECTION 30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS**

- A. **Use of Sport Fish Restoration Logo.** Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

### **SECTION 31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

### **SECTION 32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY**

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "LWCF Grant Agreement General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

### **SECTION 33. PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)**

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- A. Section 15 - Income and Income Use;
- B. Section 19 - Stewardship and Monitoring;
- C. Section 21 - Acknowledgement and Signs;
- D. Section 24 -- Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- E. Section 25C -Perpetuity; and
- F. Section 26 -- Construction, Operation, Use and Maintenance of Assisted Projects.

### **SECTION 34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY**

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

### **SECTION 35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

- A. **Cost Principles/Indirect Costs For State Agencies.** GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- B. **Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.

- C. Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- D. Drug Free Workplace Certification.** Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- E. Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- F. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- G. Lobbying.** The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- H. Reimbursement Limitation.** If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- I. Disadvantaged Business Enterprise Requirements.** The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- J. Minority and Women's Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

Purchased Goods 8% MBE 4% WBE

Purchased Services 10% MBE 4% WBE

Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
  2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
  3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
  4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
  5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- K. MBE/WBE Reporting.** In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
  2. \$3,000 or more is included for supplies; or
  3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as

4. Described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

**L. Procurement involving an EPA Financial Assistance Agreement.** Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

**M. Lobbying & Litigation.** By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:

1. Certification Regarding Lobbying, EPA Form 6600-06:  
[http://www.epa.gov/ogd/AppKit/form/Lobbying\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf)
2. Disclosure of Lobbying Activities, SF LLL: [http://www.epa.gov/ogd/AppKit/form/sfillin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf)
3. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

**N. Payment to Consultants.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- O. Peer Review.** Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- P. International Travel (Including Canada).** All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.
- Q. Unliquidated Obligations (ULO).** Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

## **SECTION 36. ORDER OF PRECEDENCE**

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

1. Federal law and binding executive orders;
2. Code of federal regulations;
3. Terms and conditions of a grant award to the state from the federal government;
4. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
5. State law (constitution, statute);
6. Washington Administrative Code;
7. Funding board or RCO policies.

#### **SECTION 37.     LIMITATION OF AUTHORITY**

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

#### **SECTION 38.     WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

#### **SECTION 39.     APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH**

The funding board and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

#### **SECTION 40.     SPECIFIC PERFORMANCE**

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and/or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

#### **SECTION 41.     TERMINATION AND SUSPENSION**

The funding board and RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

##### **A.   For Cause.**

1. The funding board or the director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:



- a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
    - b. If the Sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
    - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
  2. Prior to termination, the RCO or the funding board shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director or board approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
  3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- B. For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
1. The Sponsor was not in default; or
  2. Failure to perform was outside Sponsor's control, fault or negligence.
- C. Rights of Remedies of the RCO.**
1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
  2. In the event this Agreement is terminated by the funding board or director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

## **SECTION 42. DISPUTE HEARING**

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

## **SECTION 43. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

## **SECTION 44. GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**SECTION 45. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR**

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.
- C. As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein.
- D. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

**SECTION 46. SEVERABILITY**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

## Eligible Scope Activities

**Project Sponsor:** City of Stanwood

**Project Number:** 16-1863

**Project Title:** Stanwood Riverfront Parks Hamilton Landing Phase I

**Project Type:** Acquisition & Development

**Program:** Aquatic Lands Enhancement Acct

**Approval:** 3/28/2018

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### Project Metrics

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#### Project Acquisition

Miles of shoreline protected: 0.00

#### Sites Improved

Project acres developed: 1.00

Project acres renovated: 0.00

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### Acquisition Metrics

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#### Property: Hamilton Landing (Worksite #1, Hamilton Landing)

##### Real Property Acquisition

###### Land

Acres by Acreage Type (fee simple):

Lake 0.00

Tidelands 0.00

Wetlands 0.00

Riparian 0.30

Uplands 1.70

Existing structures on site: Structures retained for eligible use

##### Incidentals

###### Appraisal

###### Appraisal Review

###### Closing, Recording, Taxes, Title

###### Environmental Audits

###### Fencing (Acq)

Number of linear feet of fencing to be built: 247

##### Administrative Costs (Acq)

###### Administrative costs (Acq)

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### Development Metrics

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#### Worksite #1, Hamilton Landing

## Eligible Scope Activities

### General Site Improvements

#### Install lighting (general security)

Number of general security lights installed:

6

#### Install pilings

Select the structures supported by piling:

Boarding float, Viewing structure

#### Install signs/kiosk

Number of kiosks:

1 new, 0 renovated

Number of interpretive signs/displays:

4 new, 0 renovated

Number of permanent entrance signs:

1 new, 0 renovated

Project involves installation of informational signs (yes/no):

Yes

#### Install site furnishings

(3) 32 gallon steel strap trash receptacles \$1800; (1) 9 wave 2 3/8 heavy duty 9-wave bike rack \$400; (2) plaza straight back 6' bench \$1500; (2) picnic tables 8' heavy duty rectangle \$1324; (1) pet station with bag dispenser and sign \$300; \$15,000 engineer's estimate for install 05/2016

#### Landscaping improvements

Acres of landscaped area :

1.00

Select the landscape features:

Drainage, Groundcover, Native vegetation, Trees/shrubs

### Parking and Roads

#### Parking development

Number of vehicle parking stalls:

14 new, 0 renovated

Number of vehicle with trailer parking stalls:

0 new, 0 renovated

Number of accessible parking stalls:

Vehicle with trailers

1

Vehicle

2

Select the parking surfaces :

Asphalt

Select the parking enhancements:

Catch basins, Curbs, Entry gate, Security lighting

### Site Preparation

#### General site preparation

Construction Survey \$10,000; Sediment and Erosion Control \$7,000; traffic control \$1,000. Restore disturbed areas \$10,000. Construction, sales tax and permitting \$131,000. Engineer's cost estimate 05/2016

### Utilities

#### Install stormwater system

Select the stormwater utilities:

Catch basins, Pump system, Stormwater line

### Water Access

#### Develop hand launch facilities

Number of hand launches:

1 new, 0 renovated

Select the type of hand launch facility:

Dock, Float, Pier

#### Gangway installation

Number of gangways:

1 new, 0 renovated

Linear feet of gangway(s):

25

Select the gangway uses :

Boarding float, Viewing structure

### Permits

#### Obtain permits

## Eligible Scope Activities

Architectural & Engineering  
Architectural & Engineering (A&E)

## Milestone Report By Project

**Project Number:** 16-1863 C  
**Project Name:** Stanwood Riverfront Parks Hamilton Landing Phase I  
**Sponsor:** Stanwood City of  
**Project Manager:** Dan Haws

| X | I | Milestone                     | Target Date | Comments/Description                                              |
|---|---|-------------------------------|-------------|-------------------------------------------------------------------|
| X | I | Acquisition Closing           | 12/04/2014  | Property was purchased under a Waiver of Retroactivity - W#14-22. |
|   |   | Project Start                 | 04/01/2019  |                                                                   |
|   |   | Design Initiated              | 04/15/2019  |                                                                   |
|   | I | Annual Project Billing Due    | 07/31/2019  |                                                                   |
|   | I | Progress Report Due           | 08/01/2019  |                                                                   |
|   |   | Recorded Acq Documents to RCO | 09/30/2019  |                                                                   |
|   |   | 60% Plans to RCO              | 10/31/2019  |                                                                   |
|   |   | Applied for Permits           | 12/31/2019  |                                                                   |
|   | I | Progress Report Due           | 12/31/2019  |                                                                   |
|   | I | Special Conditions Met        | 12/31/2019  | Survey required, see special condition #1.                        |
|   |   | All Bid Docs/Plans to RCO     | 02/01/2020  |                                                                   |
|   |   | Bid Awarded/Contractor Hired  | 03/31/2020  |                                                                   |
|   | I | Construction Started          | 04/01/2020  |                                                                   |
|   | I | Progress Report Due           | 06/30/2020  |                                                                   |
|   | I | Annual Project Billing Due    | 07/31/2020  |                                                                   |
|   | I | Progress Report Due           | 12/31/2020  |                                                                   |
|   |   | 50% Construction Complete     | 01/31/2021  |                                                                   |
|   | I | Progress Report Due           | 06/30/2021  |                                                                   |
|   | I | Annual Project Billing Due    | 07/31/2021  |                                                                   |
|   |   | 90% Construction Complete     | 09/30/2021  |                                                                   |
|   |   | Funding Acknowl Sign Posted   | 10/31/2021  |                                                                   |
|   |   | RCO Final Inspection          | 10/31/2021  |                                                                   |
|   |   | Construction Complete         | 10/31/2021  |                                                                   |
|   |   | Final Report Due              | 12/15/2021  |                                                                   |
|   |   | Final Billing Due             | 12/30/2021  |                                                                   |
|   | I | Agreement End Date            | 12/31/2021  |                                                                   |

X = Milestone Complete

## Milestone Report By Project

**I = Critical Milestone**



|                               |                                                                     |                      |                       |                      |                           |                           |                         |                       |                  |                   |                                    |                                    |                                   |                          |                        |               |                  |
|-------------------------------|---------------------------------------------------------------------|----------------------|-----------------------|----------------------|---------------------------|---------------------------|-------------------------|-----------------------|------------------|-------------------|------------------------------------|------------------------------------|-----------------------------------|--------------------------|------------------------|---------------|------------------|
| ATTACHMENT B                  |                                                                     |                      |                       |                      |                           |                           |                         |                       |                  |                   |                                    |                                    |                                   |                          |                        |               |                  |
| City of Stanwood              |                                                                     |                      |                       |                      |                           |                           |                         |                       |                  |                   |                                    |                                    |                                   |                          |                        |               |                  |
| Hamilton Landing              |                                                                     |                      |                       |                      |                           |                           |                         |                       |                  |                   |                                    |                                    |                                   |                          |                        |               |                  |
| J.A. Brennan Associates, PLLC |                                                                     |                      |                       |                      |                           |                           |                         |                       |                  |                   |                                    |                                    |                                   |                          |                        |               |                  |
| April 4, 2019                 |                                                                     |                      |                       |                      |                           |                           |                         |                       |                  |                   |                                    |                                    |                                   |                          |                        |               |                  |
| WORK<br>ITEM<br>Rate          | DESCRIPTION                                                         | JB<br>PM<br>\$201.00 | TW<br>PLA<br>\$139.00 | DC<br>LA<br>\$129.00 | CO<br>Planner<br>\$103.00 | JW<br>Designer<br>\$89.00 | SY<br>Admin<br>\$101.00 | Total<br>JAB<br>Hours | Total<br>Labor   | Total<br>Expenses | Total<br>J.A. Brennan<br>Labor/Exp | Total<br>J.A. Brennan<br>w/ Markup | Total<br>Confluence<br>Permitting | Total<br>SDA<br>Drainage | Total<br>Subconsultant | Markup        | Grand<br>Total   |
| <b>A</b>                      | <b>Administration / Coordination</b>                                |                      |                       |                      |                           |                           |                         |                       |                  |                   |                                    |                                    |                                   |                          |                        |               |                  |
| 1                             | Job set-up                                                          | 1                    |                       | 1                    | 1                         |                           | 1                       | 4                     | 534.00           | 20.00             | 554.00                             | 572.00                             | 180.00                            |                          | 180.00                 | 18.00         | 752.00           |
| 2                             | Progress reports                                                    | 1                    |                       | 4                    | 1                         |                           | 6                       | 12                    | 1,426.00         | 20.00             | 1,446.00                           | 1,584.00                           | 1,380.00                          |                          | 1,380.00               | 138.00        | 2,964.00         |
| 3                             | Prepare invoices                                                    | 2                    |                       | 6                    | 1                         |                           | 14                      | 23                    | 2,693.00         | 20.00             | 2,713.00                           | 2,923.00                           | 2,100.00                          |                          | 2,100.00               | 210.00        | 5,023.00         |
| 4                             | Scheduling                                                          | 1                    |                       | 4                    | 1                         |                           | 1                       | 7                     | 921.00           | 20.00             | 941.00                             | 941.00                             | 0.00                              |                          | 0.00                   | 0.00          | 941.00           |
|                               | <b>Total</b>                                                        | <b>5</b>             | <b>0</b>              | <b>15</b>            | <b>4</b>                  | <b>0</b>                  | <b>22</b>               | <b>46</b>             | <b>5,574</b>     | <b>80.00</b>      | <b>5,654.00</b>                    | <b>6,020.00</b>                    | <b>3,660.00</b>                   | <b>0.00</b>              | <b>3,660.00</b>        | <b>366.00</b> | <b>9,680.00</b>  |
| <b>B</b>                      | <b>Site Inventory &amp; Analysis</b>                                |                      |                       |                      |                           |                           |                         |                       |                  |                   |                                    |                                    |                                   |                          |                        |               |                  |
| 1                             | Base map preparation                                                |                      |                       | 1                    | 1                         |                           |                         | 2                     | 232.00           | 20.00             | 252.00                             | 252.00                             | 0.00                              |                          | 0.00                   | 0.00          | 252.00           |
| 2                             | Background data review, reports, plans                              |                      |                       | 1                    | 3                         |                           |                         | 4                     | 438.00           | 20.00             | 458.00                             | 458.00                             | 0.00                              |                          | 0.00                   | 0.00          | 458.00           |
| 3                             | Up to (1) site visit                                                |                      |                       |                      | 5                         | 5                         |                         | 10                    | 960.00           | 80.00             | 1,040.00                           | 1,040.00                           | 0.00                              |                          | 0.00                   | 0.00          | 1,040.00         |
| 4                             | Site context map                                                    |                      |                       | 1                    | 2                         |                           |                         | 3                     | 335.00           | 20.00             | 355.00                             | 355.00                             | 0.00                              |                          | 0.00                   | 0.00          | 355.00           |
| 5                             | Review City Land Use codes, comp plan & parks standards             |                      |                       | 1                    | 2                         |                           |                         | 3                     | 335.00           | 20.00             | 355.00                             | 387.00                             | 320.00                            |                          | 320.00                 | 32.00         | 707.00           |
| 6                             | Prepare site analysis technical memo (up to 2 pages)                | 1                    |                       | 2                    | 6                         |                           |                         | 9                     | 1,077.00         | 20.00             | 1,097.00                           | 1,131.00                           | 340.00                            |                          | 340.00                 | 34.00         | 1,471.00         |
|                               | <b>Total</b>                                                        | <b>1</b>             | <b>0</b>              | <b>6</b>             | <b>19</b>                 | <b>5</b>                  | <b>0</b>                | <b>31</b>             | <b>3,377.00</b>  | <b>180.00</b>     | <b>3,557.00</b>                    | <b>3,623.00</b>                    | <b>660.00</b>                     | <b>0.00</b>              | <b>660.00</b>          | <b>66.00</b>  | <b>4,283.00</b>  |
| <b>C</b>                      | <b>Schematic Design - 1-day workshop</b>                            |                      |                       |                      |                           |                           |                         |                       |                  |                   |                                    |                                    |                                   |                          |                        |               |                  |
| 1                             | Prepare sheet setup                                                 | 1                    |                       |                      |                           | 2                         |                         | 3                     | 379.00           | 20.00             | 399.00                             | 399.00                             |                                   |                          | 0.00                   | 0.00          | 399.00           |
| 2                             | Prepare site sections (up to 3)                                     | 1                    |                       |                      |                           | 2                         |                         | 3                     | 379.00           | 20.00             | 399.00                             | 399.00                             |                                   |                          | 0.00                   | 0.00          | 399.00           |
| 3                             | Draft and Final Schematic Plan                                      | 2                    |                       |                      |                           | 2                         |                         | 4                     | 580.00           | 20.00             | 600.00                             | 600.00                             |                                   |                          | 0.00                   | 0.00          | 600.00           |
| 4                             | Detail area plan (10 scale)                                         | 1                    |                       |                      |                           | 2                         |                         | 3                     | 379.00           | 20.00             | 399.00                             | 399.00                             |                                   |                          | 0.00                   | 0.00          | 399.00           |
| 5                             | Review code interpretation from City                                |                      |                       |                      |                           | 1                         |                         | 1                     | 89.00            | 20.00             | 109.00                             | 109.00                             |                                   |                          | 0.00                   | 0.00          | 109.00           |
| 6                             | Draft entry signage statement design                                | 1                    |                       |                      |                           | 1                         |                         | 2                     | 290.00           | 20.00             | 310.00                             | 310.00                             |                                   |                          | 0.00                   | 0.00          | 310.00           |
| 7                             | Cost Estimate (schematic level)                                     | 1                    |                       |                      | 2                         | 4                         |                         | 7                     | 763.00           | 20.00             | 783.00                             | 783.00                             |                                   |                          | 0.00                   | 0.00          | 783.00           |
| 8                             | Schematic tech memo (up to 3 pages)                                 | 1                    |                       |                      | 4                         |                           |                         | 5                     | 613.00           | 20.00             | 633.00                             | 633.00                             |                                   |                          | 0.00                   | 0.00          | 633.00           |
|                               | <b>Total</b>                                                        | <b>8</b>             | <b>0</b>              | <b>0</b>             | <b>6</b>                  | <b>14</b>                 | <b>0</b>                | <b>28</b>             | <b>3,472.00</b>  | <b>160.00</b>     | <b>3,632.00</b>                    | <b>3,632.00</b>                    | <b>0.00</b>                       | <b>0.00</b>              | <b>0.00</b>            | <b>0.00</b>   | <b>3,632.00</b>  |
| <b>D</b>                      | <b>Meetings &amp; Public Outreach</b>                               |                      |                       |                      |                           |                           |                         |                       |                  |                   |                                    |                                    |                                   |                          |                        |               |                  |
| 1                             | Team meetings (3) (1 Seattle, 2 Web)                                | 9                    |                       |                      |                           | 9                         |                         | 18                    | 2,610.00         | 60.00             | 2,670.00                           | 2,868.00                           | 1,980.00                          |                          | 1,980.00               | 198.00        | 4,848.00         |
| 2                             | Client/ Team Kick off meeting                                       | 4                    |                       |                      |                           | 4                         |                         | 8                     | 1,160.00         | 60.00             | 1,220.00                           | 1,308.00                           | 880.00                            |                          | 880.00                 | 88.00         | 2,188.00         |
| 3                             | Public Meeting (1 only)                                             | 6                    |                       |                      |                           | 3                         |                         | 9                     | 1,473.00         | 40.00             | 1,513.00                           | 1,513.00                           | 0.00                              |                          | 0.00                   | 0.00          | 1,513.00         |
| 4                             | Prepare boards for public meetings                                  | 1                    |                       |                      |                           | 4                         |                         | 5                     | 557.00           | 80.00             | 637.00                             | 654.00                             | 170.00                            |                          | 170.00                 | 17.00         | 824.00           |
| 5                             | Up to 2 client meetings (JAB only) (1 Seattle 1 Stanwood)           | 4                    |                       |                      | 4                         |                           |                         | 8                     | 1,216.00         | 150.00            | 1,366.00                           | 1,366.00                           | 0.00                              |                          | 0.00                   | 0.00          | 1,366.00         |
| 6                             | 2 meetings with WDFW - 2 JAB 1 subs                                 | 6                    |                       |                      | 8                         | 1                         |                         | 15                    | 2,119.00         | 100.00            | 2,219.00                           | 2,321.00                           | 1,020.00                          |                          | 1,020.00               | 102.00        | 3,341.00         |
| 7                             | Input on Public Online Survey                                       | 2                    |                       |                      | 3                         |                           |                         | 5                     | 711.00           |                   | 711.00                             | 711.00                             | 0.00                              |                          | 0.00                   | 0.00          | 711.00           |
| 8                             | Input on Public Outreach Plan                                       | 2                    |                       |                      |                           |                           |                         | 2                     | 402.00           |                   | 402.00                             | 402.00                             | 0.00                              |                          | 0.00                   | 0.00          | 402.00           |
| 9                             | Tribal meetings (1) (JAB, Confluence)                               | 2                    |                       |                      |                           |                           |                         | 2                     | 402.00           | 20.00             | 422.00                             | 466.00                             | 440.00                            |                          | 440.00                 | 44.00         | 906.00           |
| 10                            | Coordination with HBB, up to 3 go-to-meetings                       | 3                    |                       |                      | 6                         |                           |                         | 9                     | 1,221.00         | 40.00             | 1,261.00                           | 1,261.00                           | 0.00                              |                          | 0.00                   | 0.00          | 1,261.00         |
|                               | <b>Total</b>                                                        | <b>39</b>            | <b>0</b>              | <b>0</b>             | <b>21</b>                 | <b>21</b>                 | <b>0</b>                | <b>81</b>             | <b>11,871.00</b> | <b>550.00</b>     | <b>12,421.00</b>                   | <b>12,870.00</b>                   | <b>4,490.00</b>                   | <b>0.00</b>              | <b>4,490.00</b>        | <b>449.00</b> | <b>17,360.00</b> |
| <b>E</b>                      | <b>Design Development</b>                                           |                      |                       |                      |                           |                           |                         |                       |                  |                   |                                    |                                    |                                   |                          |                        |               |                  |
| 1                             | Sheet set-up                                                        |                      |                       | 1                    | 1                         |                           |                         | 2                     | 232.00           | 20.00             | 252.00                             | 252.00                             | 0.00                              |                          | 0.00                   | 0.00          | 252.00           |
| 2                             | Site visit (1)                                                      | 3                    |                       |                      | 3                         |                           |                         | 6                     | 912.00           | 20.00             | 932.00                             | 932.00                             | 0.00                              |                          | 0.00                   | 0.00          | 932.00           |
| 3                             | Cover Sheet                                                         |                      |                       | 1                    |                           | 2                         |                         | 3                     | 307.00           | 20.00             | 327.00                             | 327.00                             | 0.00                              |                          | 0.00                   | 0.00          | 327.00           |
| 4                             | Existing Conditions Plan (1 sht 20 scale)                           | 1                    |                       |                      | 2                         | 1                         |                         | 4                     | 496.00           | 20.00             | 516.00                             | 516.00                             | 0.00                              |                          | 0.00                   | 0.00          | 516.00           |
| 5                             | Demolition, pier demo, TESC & tree protection Plan (1 sht 20 scale) |                      |                       | 1                    | 2                         | 1                         |                         | 4                     | 424.00           | 20.00             | 444.00                             | 444.00                             | 0.00                              |                          | 0.00                   | 0.00          | 444.00           |
| 6                             | Site Layout Plan (1 sht 20 scale) - Parking by JAB                  | 2                    |                       | 4                    | 6                         | 6                         |                         | 18                    | 2,070.00         | 40.00             | 2,110.00                           | 2,110.00                           | 0.00                              |                          | 0.00                   | 0.00          | 2,110.00         |
| 7                             | Grading Plan (1 sht 20 scale)                                       | 1                    |                       | 2                    | 4                         | 1                         |                         | 8                     | 960.00           | 40.00             | 1,000.00                           | 1,100.00                           | 0.00                              | 1,000.00                 | 1,000.00               | 100.00        | 2,100.00         |
| 8                             | Grading cut and fill calculations                                   | 1                    |                       | 3                    | 1                         |                           |                         | 5                     | 691.00           | 20.00             | 711.00                             | 711.00                             | 0.00                              |                          | 0.00                   | 0.00          | 711.00           |
| 9                             | Irrigation Bubble Diagram Plan (1 sht 20 scale)                     |                      |                       | 1                    |                           | 2                         |                         | 3                     | 307.00           | 40.00             | 347.00                             | 347.00                             | 0.00                              |                          | 0.00                   | 0.00          | 347.00           |
| 10                            | Planting Plan (1 sht 20 scale)                                      | 1                    |                       | 2                    | 3                         |                           |                         | 6                     | 768.00           | 40.00             | 808.00                             | 842.00                             | 340.00                            |                          | 340.00                 | 34.00         | 1,182.00         |
| 11                            | Plant list (1sht)                                                   |                      |                       | 1                    | 2                         |                           |                         | 3                     | 335.00           | 20.00             | 355.00                             | 355.00                             | 0.00                              |                          | 0.00                   | 0.00          | 355.00           |
| 12                            | Site Sections (up to 2) update schematic sections                   | 1                    |                       |                      |                           | 6                         |                         | 7                     | 735.00           | 20.00             | 755.00                             | 755.00                             | 0.00                              |                          | 0.00                   | 0.00          | 755.00           |
| 13                            | Landscape Standard Details (2 sheets)                               |                      |                       | 2                    | 2                         | 2                         |                         | 6                     | 642.00           | 20.00             | 662.00                             | 662.00                             | 0.00                              |                          | 0.00                   | 0.00          | 662.00           |
| 14                            | Landscape Custom Details (3 sheets)                                 | 1                    |                       | 2                    | 3                         | 8                         |                         | 14                    | 1,480.00         | 60.00             | 1,540.00                           | 1,540.00                           | 0.00                              |                          | 0.00                   | 0.00          | 1,540.00         |
| 15                            | Drainage and Utilities Plan                                         |                      |                       | 1                    |                           |                           |                         | 1                     | 129.00           | 20.00             | 149.00                             | 334.00                             | 0.00                              | 1,850.00                 | 1,850.00               | 185.00        | 2,184.00         |
| 16                            | Drainage Report - Draft                                             |                      |                       | 1                    |                           |                           |                         | 1                     | 129.00           | 20.00             | 149.00                             | 279.00                             | 0.00                              | 1,300.00                 | 1,300.00               | 130.00        | 1,579.00         |
| 17                            | Prepare tech memo (up to 3 pages)                                   | 1                    |                       | 2                    | 3                         |                           |                         | 6                     | 768.00           | 20.00             | 788.00                             | 788.00                             | 0.00                              |                          | 0.00                   | 0.00          | 788.00           |
| 18                            | Identify Products and Materials                                     | 1                    |                       | 3                    | 1                         |                           |                         | 5                     | 691.00           | 20.00             | 711.00                             | 711.00                             | 0.00                              |                          | 0.00                   | 0.00          | 711.00           |
| 19                            | Specifications (Table of Contents only CSI)                         | 1                    |                       | 1                    |                           |                           |                         | 1                     | 129.00           | 20.00             | 149.00                             | 166.50                             | 0.00                              | 175.00                   | 175.00                 | 17.50         | 341.50           |
| 20                            | Cost estimate                                                       | 1                    |                       | 4                    | 6                         |                           | 1                       | 12                    | 1,436.00         | 20.00             | 1,456.00                           | 1,456.00                           | 0.00                              |                          | 0.00                   | 0.00          | 1,456.00         |
|                               | <b>Total</b>                                                        | <b>14</b>            | <b>0</b>              | <b>32</b>            | <b>39</b>                 | <b>29</b>                 | <b>1</b>                | <b>115</b>            | <b>13,641.00</b> | <b>520.00</b>     | <b>14,161.00</b>                   | <b>14,627.50</b>                   | <b>340.00</b>                     | <b>4,325.00</b>          | <b>4,665.00</b>        | <b>466.50</b> | <b>19,292.50</b> |

|                                                |                                                                                       |                      |                       |                      |                           |                           |                         |                       |             |            |                                    |                                    |                                   |                          |                        |            |                |
|------------------------------------------------|---------------------------------------------------------------------------------------|----------------------|-----------------------|----------------------|---------------------------|---------------------------|-------------------------|-----------------------|-------------|------------|------------------------------------|------------------------------------|-----------------------------------|--------------------------|------------------------|------------|----------------|
| Hamilton Landing                               |                                                                                       |                      |                       |                      |                           |                           |                         |                       |             |            |                                    |                                    |                                   |                          |                        |            | ATTACHMENT B   |
| J.A. Brennan Associates, PLLC                  |                                                                                       | April 4, 2019        |                       |                      |                           |                           |                         |                       |             |            |                                    |                                    |                                   |                          |                        |            |                |
| WORK<br>ITEM<br>Rate                           | DESCRIPTION                                                                           | JB<br>PM<br>\$201.00 | TW<br>PLA<br>\$139.00 | DC<br>LA<br>\$129.00 | CO<br>Planner<br>\$103.00 | JW<br>Designer<br>\$89.00 | SY<br>Admin<br>\$101.00 | Total<br>JAB<br>Hours | Total       | Total      | Total<br>J.A. Brennan<br>Labor/Exp | Total<br>J.A. Brennan<br>w/ Markup | Total<br>Confluence<br>Permitting | Total<br>SDA<br>Drainage | Total<br>Subconsultant | Markup     | Grand<br>Total |
| <b>F Permit Support</b>                        |                                                                                       |                      |                       |                      |                           |                           |                         |                       |             |            |                                    |                                    |                                   |                          |                        |            |                |
| 1                                              | SEPA Checklist- (by City with 1 peer review by JAB)                                   | 2                    |                       |                      | 4                         |                           |                         | 6                     | 814.00      | 20.00      | 834.00                             | 834.00                             | 0.00                              |                          | 0.00                   | 0.00       | 834.00         |
| 2                                              | SWPPP                                                                                 | 1                    |                       |                      | 2                         |                           |                         | 3                     | 407.00      | 20.00      | 427.00                             | 527.00                             | 0.00                              | 1,000.00                 | 1,000.00               | 100.00     | 1,527.00       |
| 3                                              | JARPA Nationwide Permit Application (by City, with 1 peer review by JAB & Confluence) | 1                    |                       |                      | 4                         |                           |                         | 5                     | 613.00      | 80.00      | 693.00                             | 873.00                             | 1,800.00                          |                          | 1,800.00               | 180.00     | 2,673.00       |
| 4                                              | JARPA Graphics up to 6, draft/final                                                   | 3                    | 2                     |                      | 8                         | 13                        |                         | 26                    | 2,862.00    | 20.00      | 2,882.00                           | 2,916.00                           | 340.00                            |                          | 340.00                 | 34.00      | 3,256.00       |
| 5                                              | ESA No Effect Letter (by Confluence)                                                  | 1                    | 2                     |                      |                           |                           |                         | 3                     | 479.00      | 20.00      | 499.00                             | 790.00                             | 2,910.00                          |                          | 2,910.00               | 291.00     | 3,700.00       |
| 6                                              | WDFW HPA Application (by City, with 1 peer review by JAB)                             | 1                    | 1                     |                      |                           |                           |                         | 2                     | 340.00      | 20.00      | 360.00                             | 360.00                             | 0.00                              |                          | 0.00                   | 0.00       | 360.00         |
| 7                                              | Wetland & Wetland Buffer Mitigation Plan (report by Confluence, graphics by JAB)      | 2                    | 1                     |                      | 5                         |                           |                         | 8                     | 1,056.00    | 20.00      | 1,076.00                           | 1,880.00                           | 8,040.00                          |                          | 8,040.00               | 804.00     | 9,920.00       |
| 8                                              | Technical project description for permit applications (by City, 1 peer review by JAB) | 1                    |                       |                      | 2                         |                           |                         | 3                     | 407.00      | 20.00      | 427.00                             | 427.00                             | 0.00                              |                          | 0.00                   | 0.00       | 427.00         |
| 9                                              | Shoreline permit application (by City with 1 peer review by JAB & Confluence)         | 1                    |                       |                      | 2                         |                           |                         | 3                     | 407.00      | 20.00      | 427.00                             | 461.00                             | 340.00                            |                          | 340.00                 | 34.00      | 801.00         |
| 10                                             | Critical Area permit application (by City with 1 peer review by JAB & Confluence)     | 1                    |                       |                      | 2                         |                           |                         | 3                     | 407.00      | 20.00      | 427.00                             | 495.00                             | 680.00                            |                          | 680.00                 | 68.00      | 1,175.00       |
| 11                                             | Respond to City review comments                                                       | 2                    |                       | 4                    | 8                         |                           |                         | 14                    | 1,742.00    | 20.00      | 1,762.00                           | 1,874.00                           | 1,120.00                          |                          | 1,120.00               | 112.00     | 2,994.00       |
| <b>Total</b>                                   |                                                                                       | 16                   | 6                     | 4                    | 37                        | 13                        | 0                       | 76                    | 9,534.00    | 280.00     | 9,814.00                           | 11,437.00                          | 15,230.00                         | 1,000.00                 | 16,230.00              | 1,623.00   | 27,667.00      |
| <b>G Construction Documents 60%, 90%, 100%</b> |                                                                                       |                      |                       |                      |                           |                           |                         |                       |             |            |                                    |                                    |                                   |                          |                        |            |                |
| 1                                              | Cover Sheet (all sheets 22x34, plan shts 20 scale)                                    |                      |                       |                      | 1                         |                           |                         | 1                     | 103.00      | 20.00      | 123.00                             | 123.00                             | 0.00                              |                          | 0.00                   | 0.00       | 123.00         |
| 2                                              | Existing Conditions Plan (1 sht)                                                      | 1                    |                       | 1                    | 1                         |                           |                         | 3                     | 433.00      | 20.00      | 453.00                             | 453.00                             | 0.00                              |                          | 0.00                   | 0.00       | 453.00         |
| 3                                              | Demolition, pier demo, TESC & tree protection Plan (1 sht 20 scale)                   | 1                    |                       | 2                    | 8                         | 12                        |                         | 23                    | 2,351.00    | 20.00      | 2,371.00                           | 2,371.00                           | 0.00                              |                          | 0.00                   | 0.00       | 2,371.00       |
| 4                                              | Details: BMP/ TESC (1 sht)                                                            |                      |                       | 1                    | 3                         | 1                         |                         | 5                     | 527.00      | 20.00      | 547.00                             | 547.00                             | 0.00                              |                          | 0.00                   | 0.00       | 547.00         |
| 5                                              | Site Layout Plan (1 sht 20 scale)                                                     | 1                    | 1                     | 6                    | 4                         | 12                        |                         | 24                    | 2,594.00    | 20.00      | 2,614.00                           | 2,614.00                           | 0.00                              |                          | 0.00                   | 0.00       | 2,614.00       |
| 6                                              | Grading Plan (1 sht 20 scale)                                                         | 1                    | 1                     | 6                    | 4                         | 12                        |                         | 24                    | 2,594.00    | 20.00      | 2,614.00                           | 2,614.00                           | 0.00                              |                          | 0.00                   | 0.00       | 2,614.00       |
| 7                                              | Drainage and Utility Plan (Civil Lead - 1 sht 20 scale)                               | 1                    |                       | 2                    |                           |                           |                         | 3                     | 459.00      | 20.00      | 479.00                             | 879.00                             | 0.00                              | 4,000.00                 | 4,000.00               | 400.00     | 4,879.00       |
| 8                                              | Irrigation Plan (1 sht 20 scale)                                                      | 1                    | 1                     | 6                    | 4                         | 12                        |                         | 24                    | 2,594.00    | 20.00      | 2,614.00                           | 2,614.00                           | 0.00                              |                          | 0.00                   | 0.00       | 2,614.00       |
| 9                                              | Planting Plan (1 sht 20 scale)                                                        | 1                    | 1                     | 6                    | 4                         | 12                        |                         | 24                    | 2,594.00    | 20.00      | 2,614.00                           | 2,614.00                           | 0.00                              |                          | 0.00                   | 0.00       | 2,614.00       |
| 10                                             | Plant list (1 sht)                                                                    | 2                    |                       | 2                    | 6                         | 4                         |                         | 14                    | 1,634.00    | 20.00      | 1,654.00                           | 1,654.00                           | 0.00                              |                          | 0.00                   | 0.00       | 1,654.00       |
| 11                                             | Detail Area Plan - Waterfront access (1 sht 10 scale)                                 | 2                    |                       | 4                    | 6                         | 12                        |                         | 24                    | 2,604.00    | 20.00      | 2,624.00                           | 2,624.00                           | 0.00                              |                          | 0.00                   | 0.00       | 2,624.00       |
| 12                                             | Details: Custom and Sections (up to 3 shts)                                           | 1                    | 1                     | 16                   | 24                        | 30                        |                         | 72                    | 7,546.00    | 60.00      | 7,606.00                           | 7,606.00                           | 0.00                              |                          | 0.00                   | 0.00       | 7,606.00       |
| 13                                             | Details standard - 4 sheets                                                           | 2                    |                       | 6                    | 12                        | 14                        |                         | 34                    | 3,658.00    | 20.00      | 3,678.00                           | 3,678.00                           | 0.00                              |                          | 0.00                   | 0.00       | 3,678.00       |
| 14                                             | Details: Drainage/ utilities (1 sht - civil)                                          | 1                    |                       | 3                    | 6                         |                           |                         | 10                    | 1,206.00    | 20.00      | 1,226.00                           | 1,306.00                           | 0.00                              | 800.00                   | 800.00                 | 80.00      | 2,106.00       |
| 15                                             | Grading cut and fill calculations                                                     | 1                    |                       | 6                    | 4                         |                           |                         | 11                    | 1,387.00    | 20.00      | 1,407.00                           | 1,407.00                           | 0.00                              |                          | 0.00                   | 0.00       | 1,407.00       |
| 16                                             | Drainage Report Final                                                                 |                      | 1                     | 4                    | 2                         |                           |                         | 7                     | 861.00      | 20.00      | 881.00                             | 1,351.00                           | 0.00                              | 4,700.00                 | 4,700.00               | 470.00     | 6,051.00       |
| 17                                             | Cost Estimate                                                                         | 1                    | 1                     | 12                   | 14                        | 12                        |                         | 40                    | 4,398.00    | 20.00      | 4,418.00                           | 4,488.00                           | 0.00                              | 700.00                   | 700.00                 | 70.00      | 5,188.00       |
| 18                                             | Specifications (CSI)                                                                  | 2                    | 6                     | 42                   | 18                        |                           | 6                       | 74                    | 9,114.00    | 20.00      | 9,134.00                           | 9,434.00                           | 0.00                              | 3,000.00                 | 3,000.00               | 300.00     | 12,434.00      |
| 19                                             | Up to 2 client review meetings                                                        | 4                    |                       |                      | 9                         |                           |                         | 13                    | 1,731.00    | 75.00      | 1,806.00                           | 1,806.00                           | 0.00                              |                          | 0.00                   | 0.00       | 1,806.00       |
| <b>Total</b>                                   |                                                                                       | 23                   | 13                    | 125                  | 130                       | 133                       | 6                       | 430                   | 48,388.00   | 475.00     | 48,863.00                          | 50,183.00                          | 0.00                              | 13,200.00                | 13,200.00              | 1,320.00   | 63,383.00      |
| <b>Total</b>                                   |                                                                                       | 106                  | 19                    | 182                  | 256                       | 215                       | 29                      | 807                   | \$95,857.00 | \$2,245.00 | \$98,102.00                        | \$102,392.50                       | \$24,380.00                       | \$18,525.00              | \$42,905.00            | \$4,290.50 | \$145,297.50   |
| <b>Optional Tasks</b>                          |                                                                                       |                      |                       |                      |                           |                           |                         |                       |             |            |                                    |                                    |                                   |                          |                        |            |                |
| <b>H Bid Support</b>                           |                                                                                       |                      |                       |                      |                           |                           |                         |                       |             |            |                                    |                                    |                                   |                          |                        |            |                |
| 1                                              | Answer contractor's questions during bidding                                          | 1                    |                       | 4                    | 6                         |                           |                         | 11                    | 1,335.00    | 20.00      | 1,355.00                           | 1,355.00                           |                                   |                          | 0.00                   | 0.00       | 1,355.00       |
| 2                                              | Pre-bid meeting                                                                       | 1                    |                       | 3                    | 3                         |                           |                         | 7                     | 897.00      | 40.00      | 937.00                             | 937.00                             |                                   |                          | 0.00                   | 0.00       | 937.00         |
| 3                                              | Up to 3 addenda                                                                       | 1                    |                       | 3                    | 6                         |                           |                         | 10                    | 1,206.00    | 20.00      | 1,226.00                           | 1,226.00                           |                                   |                          | 0.00                   | 0.00       | 1,226.00       |
| <b>Total</b>                                   |                                                                                       | 3                    | 0                     | 10                   | 15                        | 0                         | 0                       | 28                    | 3,438.00    | 80.00      | 3,518.00                           | 3,518.00                           | 0.00                              | 0.00                     | 0.00                   | 0.00       | 3,518.00       |
| <b>I Construction Support</b>                  |                                                                                       |                      |                       |                      |                           |                           |                         |                       |             |            |                                    |                                    |                                   |                          |                        |            |                |
| 1                                              | Attend Pre-Con Meeting                                                                | 3                    |                       | 3                    |                           |                           |                         | 6                     | 990.00      | 10.00      | 1,000.00                           | 1,000.00                           |                                   |                          | 0.00                   | 0.00       | 1,000.00       |
| 2                                              | Submittal Review (up to 7)                                                            | 1                    |                       | 3                    | 12                        |                           |                         | 16                    | 1,824.00    | 10.00      | 1,834.00                           | 1,834.00                           |                                   |                          | 0.00                   | 0.00       | 1,834.00       |
| 3                                              | RFI review and Response (up to 7)                                                     | 1                    |                       | 4                    | 8                         |                           |                         | 13                    | 1,541.00    | 10.00      | 1,551.00                           | 1,551.00                           |                                   |                          | 0.00                   | 0.00       | 1,551.00       |
| 4                                              | Support with modification Proposal or Change Order (up to 4)                          | 1                    |                       | 8                    | 6                         |                           |                         | 15                    | 1,851.00    | 10.00      | 1,861.00                           | 1,861.00                           |                                   |                          | 0.00                   | 0.00       | 1,861.00       |
| 5                                              | Attend up to 8 site observation -include field notes                                  | 2                    |                       | 16                   | 14                        |                           |                         | 32                    | 3,908.00    | 80.00      | 3,988.00                           | 3,988.00                           |                                   |                          | 0.00                   | 0.00       | 3,988.00       |
| 6                                              | Attend up to 6 progress meetings -include field notes                                 | 2                    |                       | 12                   | 14                        |                           |                         | 28                    | 3,392.00    | 80.00      | 3,472.00                           | 3,472.00                           |                                   |                          | 0.00                   | 0.00       | 3,472.00       |
| 7                                              | Punch list and close out                                                              | 2                    |                       | 4                    | 4                         |                           |                         | 10                    | 1,330.00    | 20.00      | 1,350.00                           | 1,350.00                           |                                   |                          | 0.00                   | 0.00       | 1,350.00       |
| 8                                              | Prepare Record Drawings (AutoCAD)                                                     | 2                    |                       | 14                   | 16                        | 10                        |                         | 42                    | 4,746.00    | 60.00      | 4,806.00                           | 4,806.00                           |                                   |                          | 0.00                   | 0.00       | 4,806.00       |
| <b>Total</b>                                   |                                                                                       | 14                   | 0                     | 64                   | 74                        | 10                        | 0                       | 162                   | 19,582.00   | 280.00     | 19,862.00                          | 19,862.00                          | 0.00                              | 0.00                     | 0.00                   | 0.00       | 19,862.00      |
| <b>Total of Optional Tasks</b>                 |                                                                                       | 17                   | 0                     | 74                   | 89                        | 10                        | 0                       | 190                   | \$23,020.00 | \$360.00   | \$23,380.00                        | \$23,380.00                        | \$0.00                            | \$0.00                   | \$0.00                 | \$0.00     | \$23,380.00    |



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 7e  
**DATE:** April 11, 2019  
**SUBJECT:** Municipal Research and Services Center (MRSC) Rosters  
**CONTACT PERSON:** Kevin Hushagen, Public Works Director  
**ATTACHMENTS:** A – MRSC Rosters Contract

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### **ISSUE**

The issue before the city council is whether or not to authorize the mayor to sign the MRSC Rosters contract (Attachment A).

### **RECOMMENDATION**

Authorize the mayor to sign the MRSC Rosters Contract.

### **SUMMARY STATEMENT**

MRSC Rosters is a roster service used by participating Washington public agencies to efficiently and affordably contact registered businesses about small public works projects, consulting opportunities, and contracting of goods or services.

### **DISCUSSION**

Washington city and county governments are authorized to use a roster process for small public works projects under \$300,000 (Small Public Works Roster), small to medium sized professional service contracts (Consultant Roster) and for the purchase of supplies, materials, and equipment not being purchased in connection with public works contracts (Vendor Roster) per RCW 39.04.155, RCW 39.04.190, and RCW 39.80. Eligible businesses must meet specific requirements to work with Washington Public Agencies as noted below:

All Businesses (Small Works/Consultant/Vendor Rosters)

- Unified Business Identifier Number (UBI#)
- Federal Tax ID Number
- Commercial General Liability Insurance (optional for vendors  
Construction Related Businesses (Small Works Roster)
- Contractor's License

- Professional Licenses
- Bonding
- Cannot be debarred from working on public works projects
- Employment Security Number (if have employees)
- Pay Prevailing Wages

#### Professional Consulting Businesses (Consultant Roster)

- Professional Licenses
- Upload a general Statement of Qualifications
- Errors and Omissions Insurance

Public Agencies have two opportunities to join each year by May 1<sup>st</sup> to begin in June or December 1<sup>st</sup> to begin in January. By joining, the public agency agrees to exclusively use the rosters MRSC hosts and discontinue using any previously used rosters.

### **FINANCIAL IMPACT**

Annual membership fee is \$275.00 which is based on total capital expenditures.

### **COMMITTEE RECOMMENDATIONS**

This was not reviewed by committee.

### **CITY COUNCIL OPTIONS**

1. Authorize the mayor to sign the MRSC Rosters Contract.
2. Do not authorize the mayor to sign the MRSC Rosters Contract and direct staff to areas of concern.

### **RECOMMENDED MOTION**

**I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE MRSC ROSTERS CONTRACT.**



## Washington Public Agency Contract Small Works, Consultant, and Vendor Rosters

This contract (the "Contract") is made by and between Municipal Research and Services Center of Washington ("MRSC"), a not-for-profit corporation, and the Washington local government (the "Public Agency"),

City of Stanwood

1. Purpose. The purpose of this Contract is to provide the Public Agency with membership in MRSC Rosters.
2. Scope of Services. MRSC shall host the entire Public Agency's individual Small Public Works Roster ("Small Works Roster"), individual Consultant Roster ("Consultant Roster"), and individual Vendor Roster ("Vendor Roster") (collectively "Rosters"). MRSC shall advertise at least annually for the Small Works Roster, Consultant Roster, and Vendor Roster in accordance with statutory requirements on behalf of the Public Agency. MRSC will assist small public works, consultant, and vendor business (collectively, "businesses") with roster registration throughout the year, receive applications, review applicant eligibility for compliance with basic statutory eligibility requirements, and maintain business applications in an online database.
3. Effective Date and Term. This Contract shall be effective in the year in which it is signed on either May 1 if signed prior to May 1 or December 1 if signed prior to December 1, for a period of one year.
4. Access to MRSC Rosters by Public Agency Prior to Legal Notice. As of the Contract effective date, the Public Agency may access the MRSC Rosters database at [www.mrsicrosters.org](http://www.mrsicrosters.org) by entering its account login information, as will be provided by MRSC. The Public Agency may search for and view business applications as of the effective date of the Contract, but it may not contact businesses about roster projects until after the legal notice is posted.
5. Notification of Transition to MRSC Rosters. As of the contract effective date, the Public Agency may begin notifying interested businesses that they may register with the Public Agency at any time in the MRSC Rosters, but that the Public Agency will not begin using the hosted rosters until after the legal notice is posted.
6. Roster Legal Notice. MRSC shall post the statutorily-required roster legal notice on behalf of the Public Agency in a newspaper of general circulation relative to the location of the Public Agency. The notice will occur the first Monday of January or June, or during the week of the first Monday of January or June for weekly newspapers.
7. Use of MRSC Rosters by Public Agency. As of the date of the applicable legal notice in January or June, all departments of the Public Agency will discontinue use of any previously-maintained rosters and begin using the MRSC Rosters exclusively when choosing to follow a roster contracting process, in accordance with the following statutory requirements:
  - (a) Small Works Roster. The Public Agency will use the Small Works Roster to select businesses for public work projects in accordance with RCW 39.04.155, as now or hereafter amended. The Public Agency shall be responsible for its own and the selected businesses' compliance with all other laws and regulations governing public works contracting, including retainage and bonds, prevailing wages, and any other applicable requirements.
  - (b) Consultant Roster. The Public Agency will use the Consultant Roster to select businesses for consultant projects in accordance with the laws and ordinances applicable to the Public Agency, including Chapter 39.80 RCW when contracting for architectural and engineering services. The Public Agency shall be responsible for its own and the selected businesses' compliance with all laws and regulations governing the purchase of services.

(c) Vendor Roster. The Public Agency will use the Vendor Roster to select businesses to award contracts for the purchase of supplies, materials, and equipment not being purchased in connection with public works contracts in accordance with RCW 39.04.190, and any ordinances and other laws applicable to the Public Agency. The Public Agency shall be responsible for its own and the selected business' compliance with all laws governing such purchases.

8. Compensation of Businesses. The Public Agency shall be responsible for payments to any business that it selects as a result of its use of MRSC Rosters. The Public Agency shall make all such payments directly to the businesses selected by the Public Agency.

9. Annual Membership Fee. The Public Agency will pay MRSC an annual membership fee based on the five-year average of the Public Agency's total capital expenditures. Payment of the annual membership fee is due within thirty (30) days of the Contract effective date.

Based on the following Membership Fee Scale, the Public Agency will pay an annual membership fee of \$\_\_\_\_\_.

| Total Capital Expenditures | Annual Membership Fee |
|----------------------------|-----------------------|
| Less than 5 million        | \$135                 |
| 5 to 10 million            | \$275                 |
| 10 to 15 million           | \$425                 |
| 15 to 25 million           | \$575                 |
| 25 to 50 million           | \$745                 |
| More than 50 million       | \$1145                |

10. Relationship of Parties. MRSC will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Public Agency. Nothing in this Contract shall be construed to render the parties partners or joint ventures.

11. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to any contract with small works, consulting, or vendor businesses which the Public Agency may enter into as a result of the Public Agency's use of the MRSC Rosters. MRSC does not accept responsibility or liability for the performance of any business used by the Public Agency as a result of its use of the MRSC Rosters.

12. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, to the extent arising from any negligent act or omission of that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

13. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice. Termination of the contract by the Public Agency does not entitle the Public Agency to a refund of the membership fee prorated as to the time remaining in the contract term following termination.

14. Renewal. This Contract may be renewed annually by completing the online renewal process that includes confirming that the Public Agency will continue abiding by the terms outlined in this Contract and making payment within thirty (30) days from the effective date of either May 1 or December 1.

15. Non-assignment. MRSC shall contract with Strategies 360 for the hosting of the Public Agency rosters in the online database. MRSC shall not otherwise subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Public Agency.

16. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.
17. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.
18. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.
19. Public Agency Information. For purposes of Contract administration, the Public Agency provides the following information:

Official Public Agency Name: City of Stanwood

Common Public Agency Name (if different): \_\_\_\_\_

Mailing Address: 10220 270th Street NW  
Stanwood, WA 98292

County: Snohomish

Type of Public Agency: City

Website: www.ci.stanwood.wa.us

**Primary Contact:**

Name: Kevin Hushagen  
Title: Public Works Director  
Email: kevin.hushagen@ci.stanwood.wa.us  
Telephone: 360-629-9782  
Facsimile: 360-629-0867

**Additional Contact:**

Name: Lisa Sokolik  
Title: PW Admin. Assistant  
Email: lisa.sokolik@ci.stanwood.wa.us  
Telephone: 360-629-9781 x0  
Facsimile: 360-629-0867

20. Signatures. By signing this Contract, the Public Agency signatory below certifies that he/she has the authority to enter into this Contract on behalf of the entire Public Agency.

**PUBLIC AGENCY**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Date]

**MRSC**

\_\_\_\_\_  
[Signature]

MRSC Rosters Manager  
[Title]

\_\_\_\_\_  
[Date]





## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 7d

**DATE:** April 11, 2019

**SUBJECT:** Appointment of Parks and Trails Advisory Committee Member

**CONTACT PERSON:** Patricia Love, Community Development Director

**ATTACHMENTS:** A – Rick Hawkins Letter of Interest

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### **ISSUE**

The issue before the Council is the appointment of Rick Hawkins to the Parks / Trails Advisory Committee (PTAC) to fill the vacant position recently held by Sue Thees.

### **RECOMMENDATION**

Appoint Rick Hawkins to fill the vacant PTAC position most recently held by Sue Thees.

### **SUMMARY**

The City Council approved the formation of a five to seven member Parks and Trails Advisory Committee in 2016 to advise the city on issues related to the planning, development, funding and construction of city parks and trails. Seven individuals were appointed by City Council in each of the preceding two years.

### **DISCUSSION**

This Committee provides a valuable liaison between the community and the city council, and ensures citizen involvement in all aspects of the Parks and Trails planning and development process.

The Committee has met more or less monthly since its inception in November 2016. It is anticipated that the Committee will continue to meet monthly, or as deemed necessary, for the foreseeable future. Membership is voluntary and members will not be compensated.



Current Committee members include:

Dave Hall (1<sup>st</sup> term)  
Lisa Bruce (1<sup>st</sup> term)  
Matt Withers (2<sup>nd</sup> term)  
Steve Shepro (2<sup>nd</sup> term)  
Vacant  
Gordon Bell (3<sup>rd</sup> term)  
Marshall Will (3<sup>rd</sup> term)

The 2019 / 2020 work plan includes finalizing the Heritage Park Master Plan, construction of Heritage Park Phase 1 ball fields and drainage improvements, finalizing the Hamilton Master Plan and development, and developing a Parks Strategic Plan.

Staff and committee members recognize the dedicated work and effort of Sue Thees who was one of the original PTAC members and provided valuable input and insight during her service.

### **FISCAL IMPACT**

There is no fiscal impact.

### **COMMITTEE RECOMMENDATION**

The Public Works Committee reviewed the formation of the Parks and Trails Advisory Committee over several meetings in fall 2016.

### **CITY COUNCIL OPTIONS**

- 1) Appoint Rick Hawkins to the Parks and Trails Advisory Committee.
- 2) Do not appoint Rick Hawkins to the Parks and Trails Advisory Committee at this time.

### **RECOMMENDED MOTION**

**I MOVE TO APPROVE THE MAYOR'S APPOINTMENT OF RICK HAWKINS TO THE PARKS AND TRAILS ADVISORY COMMITTEE.**

## Attachment A – Rick Hawkins Letter of Interest

To: Patricia Love  
From: Rick Hawkins  
Date: March 26, 2019  
Subject: Stanwood Parks & Trails Advisory Board

I recently learned the city of Stanwood is seeking people interested in serving on Stanwood's Parks & Trails Advisory Board. I live on Camano Island and if eligible, I am interested in serving as an Advisory Board member.

My background consists of the following:

### Education:

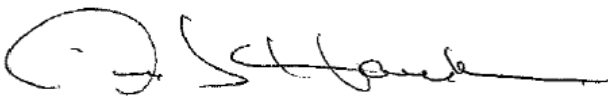
- Washington State Criminal Justice Training Academy, 1990.
- Bachelor of Arts, Geography and Land Use Planning, 1982, Central Washington University.
- Associate of Arts, Leisure Services, 1979, Everett Community College

### Employment:

- 1) Snohomish County Sheriff's Office 1990 – 2018 (Retired - Rank of Lieutenant)
- 2) Snohomish County Parks 1983 - 1990 (Park Ranger / Senior Park Ranger / Associate Park Planner)

If you have further questions, I can be contacted at 425-583-0406.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Hawkins", with a large, stylized initial "R" and a long, horizontal flourish extending to the right.

Rick Hawkins



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 6b  
**DATE:** April 11, 2019  
**SUBJECT:** Public Works Committee Meeting Minutes  
**CONTACT PERSON:** Kevin Hushagen, Public Works Director  
**ATTACHMENTS:** A – April 1, 2019 Public Works Committee Minutes

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### **SUMMARY STATEMENT**

The Public Works Committee met on Monday, April 1, 2019 at 5:15pm at the Wastewater Treatment Plant located at 26729 98<sup>th</sup> Drive NW, Stanwood, Washington, 98292.

Minutes from the meeting are attached to this staff report (Attachment A). To review the full agenda packet, please visit the City's website at [www.ci.stanwood.wa.us](http://www.ci.stanwood.wa.us) click on the blue ribbon 'Agendas/Minutes' and then click on 'View Details' next to the date of this meeting.

### **AGENDA**

1. Proposed New Code for Vacations of Streets and Alleys
2. Street and Utility Standards Amendment for Address Numerals and Letters
3. Six-year TIP 2020-2025
4. WCIA Grant Acceptance

### **Discussion Items:**

- Community Workforce Agreement – presentation by the Northwest Building and Construction Trades Council (NWBCTC)

**PUBLIC WORKS/PARKS COMMITTEE MEETING**  
**Monday, March 4, 2019 – 5:15pm**  
**Wastewater Treatment Plant – 26729 98<sup>th</sup> Drive NW**  
**MINUTES**

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**Attendance:**

Councilmembers: Rob Johnson, Tim Pearce, Kelly McGill  
City Staff: Kevin Hushagen, Jennifer Ferguson, Amy Rusko, Lisa Sokolik  
Other: Stacey Martin and Rod Roth from LiUNA Local 292

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The full meeting agenda packet with detailed information can be found on the City's website at [www.ci.stanwood.wa.us](http://www.ci.stanwood.wa.us)

**1. Proposed New Code for Vacations of Streets and Alleys**

Amy Rusko, Senior Planner presented proposed edits to SMC 11.48 and SMC 17.81B. She explained that this issue is a 'house cleaning' item as the edits were made in 2017 but never adopted by the City Council. She explained when a request is made to vacate a ROW, the Public Works Director shall investigate and answer 15 questions listed in SMC 11.48.040 Petition – Procedure – Investigation #3 a. – o. (see agenda packet to review the questions).

Next Step: This item will be going to the Planning Commission Public Hearing on April 22, 2019 and to the City Council Public Hearing on May 9, 2019 and to City Council for adoption on May 23, 2019.

Committee Recommendation: Proceed with proposed edits to SMC 11.48 and SMC 17.8B

**2. Street and Utility Standards Amendment for Address Numerals and Letters**

Amy Rusko, Senior Planner presented proposed language and edits to the Street and Utility Standards in regards to address numerals and letters.

The Committee directed staff to add language to 2B.050 Street Naming/Addressing, 3<sup>rd</sup> paragraph, to include that house owners are responsible for keeping the address clear and visible at ALL times; trees, bushes, and other items are not blocking the address.

The Committee asked about addresses that are currently displayed, but do not meet the new standard, could language be added to require that when a property is sold, the address be updated to meet the new standard?

Next Steps: Staff will take this item to the Planning Commission Committee.

Committee Recommendation: Proceed with proposed language and edits.

### **3. Six-year TIP 2020-2025**

The Committee recommended that Staff make the Cedarhome project, ID R-12, a higher priority. Staff will update the CIP and bring back to the committee for final review on May 6, 2019.

### **4. WCIA Grant Acceptance**

Committee Recommendation: Take to full council with the recommendation that the Mayor be authorized to sign the WCIA Risk Mitigation Grant and accept the grant award.

### **DISCUSSION ITEM:**

- **Community Workforce Agreement – Presentation by the Northwest Building and Construction Trades Council ( NWBCTC)**

Stacey Martin and Rod Roth, LiUNA Local 292 attended the PWC meeting to ask the Committee to support Community Workforce Apprenticeship Opportunities in our area by including language in our public works contracts to require contractors to use apprenticeship workers. Right now, School Districts and Washington State of Transportation (WDOT) require 15% apprenticeship workforce for projects over one million dollars.



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 7f

**DATE:** April 11, 2019

**SUBJECT:** Indemnification Agreement for use of Thrifty Foods Lot

**CONTACT PERSON:** Kevin Hushagen, Public Works Director

**ATTACHMENTS:** A - Indemnification Agreement

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### **ISSUE**

The issue in front of the Council is to authorize Mayor Kelley to execute an indemnification agreement with Shopping Center Properties of Stanwood, LLC for use of their parking lot for 3 City sponsored events: Clean Sweep, Touch-A-Truck and National Night Out.

### **SUMMARY STATEMENT**

In 2017 Clean Sweep, Touch-a-Truck and National Night Out were all held at the Thrifty Food's parking lot for the first time. These 3 events have become a tremendous success and have been well attended to the point where they create an impact to traffic, businesses and citizens in general if they are held in the much smaller city owned parking lot.

Shopping Center Properties of Stanwood, LLC allowed the city to use their parking lot for these events if an agreement, which included indemnification language, was signed.

### **DISCUSSION**

Staff would like to utilize the Thrifty Food's parking lot again in 2019 for the same three City sponsored events scheduled for:

- Touch-a-Truck – Saturday, May 4<sup>th</sup>
- Clean Sweep – Saturday, May 11<sup>th</sup>
- National Night Out – Tuesday, August 6<sup>th</sup>

### **FINANCIAL IMPACT**

There is no cost associated with this request.

### **COMMITTEE RECOMMENDATIONS**

This was not discussed at the April 1<sup>st</sup> Public Works Committee Meeting.

### **RECOMMENDED MOTION**

**I MOVE TO AUTHORIZE THE MAYOR TO SIGN AN INDEMNIFICATION AGREEMENT WITH SHOPPING CENTER PROPERTIES OF STANWOOD, LLC FOR USE OF PROPERTY FOR CITY EVENTS.**

**AGREEMENT BETWEEN CITY OF STANWOOD AND SHOPPING CENTER PROPERTIES OF STANWOOD, LLC FOR INDEMNIFICATION RELATED TO USE OF PROPERTY FOR CITY EVENTS**

This Agreement is made and entered into by and between the City of Stanwood, a municipal corporation of the State of Washington (the “City”) and Shopping Center Properties of Stanwood, LLC (the “Owner”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**Recitals:**

**WHEREAS**, the City of Stanwood holds City Events from time to time; and

**WHEREAS**, the City desires to hold certain of those City Events outside and desires to hold them in an area larger than any property owned by the City; and

**WHEREAS**, the Shopping Center Properties of Stanwood, LLC agrees to allow the City the use of its property located at 8815 271<sup>st</sup> Street NW, Stanwood, WA 98292, Tax Accessor’s Parcel No. 32041900300300 for the following such City Events:

Touch-A-Truck—May 4<sup>th</sup>, 2019

Clean Sweep—May 11<sup>th</sup>, 2019

National Night Out—August 6<sup>th</sup>, 2019

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

For and in consideration of the use of the Owner’s above described property for the above described City Events, the City for itself, its officers, agents, employees, contractors, and subcontractors, shall indemnify, save harmless and defend the Owner from and against any and all damages, claims, or demands, (including cost of defense) on account of injury to or death of any and all persons, or property damage caused by City arising out of City’s use of the above described property for the above described City Events on the dates which those events occurred.

Such indemnification will not extend to that portion of any damages, claims, or demands that are caused by the negligence and/or intentional misconduct of the Owner, its officials, employees, agents or contractors.

*(signature page to follow)*



**EXECUTED** this 11<sup>th</sup> day of April, 2019.

**City of Stanwood, Washington**

By: \_\_\_\_\_  
Leonard Kelley, Mayor

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Shopping Center Properties of Stanwood, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 7c

**DATE:** April 11, 2019

**SUBJECT:** Special Event -Touch a Truck

**CONTACT PERSON:** Corinne Schakel, Permit Specialist

**ATTACHMENTS:** A – Special Event Permit Application  
B -- Notice of Street Closure

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### **SUMMARY STATEMENT**

Stanwood Chamber of Commerce submitted a Special Event Permit Application (Attachment A) for the 5<sup>th</sup> Annual Touch-a-Truck event on Saturday, May 4, 2019 from 11am to 3pm. The event will be held on 271<sup>st</sup> St. and the Old Thrifty Foods Parking Lot.

### **DISCUSSION**

The Touch-a-Truck event is an event geared towards children to allow them to sit, touch and blow the horns of large vehicles and equipment. There will be community and food booths. This event is a free family friendly event for children of all ages and their families. It will also attract the public to a downtown event and draw the public to restaurants and other businesses.

### **FINANCIAL IMPACT**

The City of Stanwood has contracted with Discover Stanwood and the Chamber of Commerce to develop marketing materials, (posters, rack cards, banners, digital advertising and social media posts) distribute materials, and track effectiveness of the marketing campaign. Discover Stanwood will secure sponsorship packages for this event, coordinate logistics of location and permits with the city, solicit participants, volunteers and staff for the event.

### **CITY COUNCIL OPTIONS**

1. Approve the Special Event Permit request for the Touch-A-Truck event held on Saturday, May 4, 2019.
2. Remove the Special Event Permit from the consent agenda for further discussion and then approve the Special Event Permit request for the Touch-A-Truck event held on Saturday, May 4, 2019.

**RECOMMENDED MOTION**

**I MOVE TO APPROVE CITY SPONSORSHIP AND THE SPECIAL EVENT PERMIT  
REQUEST FOR THE TOUCH-A-TRUCK ON MAY 4, 2019.**



**City of Stanwood**  
 10220 270<sup>th</sup> Street NW  
 Stanwood, Washington 98292  
 Phone: (360) 629-2181  
 Fax: (360) 629-3009

Permit  
 Number:

2019-0056

## SPECIAL EVENT PERMIT APPLICATION

**Definition:** Special events means any temporary or ongoing activity that occurs on public property that affects the ordinary use of public streets, right-of-way, sidewalks, traffic and other places that reasonably expected to cause or result in more than 75 people gathering in a public place; and/or is reasonably expected to have an uncommon impact on such public place; and/or is reasonably expected to require the provision of public services.

### The following items are required for all special event applications:

- ☒ Completed application - submitted 60 days prior to the event for review and processing.
- ☐ Non-Refundable Application Fee: \$50.00, fee must accompany application. *waived?*
- ☐ Certificate of Liability Insurance
- ☐ Detailed site map showing street closures, traffic control devices, barricades and portable toilets
- ☐ Written permission from property owners if event is held on private property
- ☐ Flyer and/or schedule of event(s)
- ☐ Banner application if applicable, application located on City website or at City Hall.
- ☐ \$200 Non refundable Fee Park Fee if applicable due at time of application to reserve date. Fee will be applied to park use, but is non-refundable.

Park Reservations and submittal of fees must be pre-authorized with Lisa Noonchester at (360) 629-9781 ext. 4531 or [lisa.noonchester@ci.stanwood.wa.us](mailto:lisa.noonchester@ci.stanwood.wa.us), prior to submitting the Special Event application.

Any changes to the area where the event is held must be returned to its original condition. Only chalk is allowed on streets, no paint of any kind is allowed.

## City Contribution

- For large events 1000 people or more, the City to contribute 75% of the cost of staff labor and equipment costs.
- For small events less than 1000 people, the City to contribute up to a limit of \$325 value of staff time and equipment costs.

See the City Contribution form attached to this document for more information. To request City Sponsorship, the application for City Sponsorship must accompany this application

## Applicant Information

Applicant's Name: Elaine Traversi  
 Company/Organization: Stanwood Chamber of Commerce  
 Contact Person to be available at event: Elaine Traversi

Mailing address: PMB 176 26910 92nd Ave NW C5 Stanwood, WA 98292

Phone: 360-629-0562 Cell: \_\_\_\_\_ Email: stanwoodchamberwa@gmail.com

### Event Information

Name of Event: Touch A Truck

Event Date(s): May 4<sup>th</sup> 2019

Event open time: 11 AM Event close time: 3 PM

Set up date and time: May 4<sup>th</sup> 8 AM

Break down date and time: 3-4:30 PM

Event Location (must include address): 271<sup>st</sup> and 90<sup>th</sup> Ave NW.

Does your event cause any street closures? Yes

Which streets will be closed? 271<sup>st</sup> and 90<sup>th</sup> Ave NW

### Attendance

Estimated Total Attendance: 1000

How many registered Participants? 50 Spectators? 1000 Volunteers? 20 Staff? 2

↑  
estimate **Event Site Plan**

Attach proposed event map and site plan with the following indicated for review, potential amending and approval:

- Detailed event layout/route with directional arrows, street names
- Placement and collection of signage, traffic control devices, barricades, toilets, etc
- Parking Plan
- Tents, Canopies and Awnings
- Stages, booths, trailers, motorhomes

### City Services

Will any other City services or supplies be requested? If so, please describe in detail below:

a. Police: Police Vehicles on site

b. Fire: Fire Vehicles

c. Public Works: Vehicles on site plus clean up set up

street closure, tear down, garbage cans, garbage removal  
Plan for police services, security/crowd control, first aid/medical assistance, street closures and traffic route/intersection control: \_\_\_\_\_

# Barricades & Signs for Special Events

| Name of Event | Contact Name    | Contact number | # of barricades | # of signs |
|---------------|-----------------|----------------|-----------------|------------|
| Touch A Truck | Elaine Traversi | 360 629 0562   | 4               | 2          |
|               |                 |                |                 |            |
|               |                 |                |                 |            |

## Options:

Place Initial next to preferred option. The agreement must be signed prior to Council approval of Contribution.

Applicant must contact staff member for appointment

1. Pick up and check out signs and barricades at Public Works Yard \_\_\_\_\_
2. Sign an agreement acknowledging that staff will set out barricades & signs out on Friday and pick them up Monday, Applicant is responsible for all equipment. SA
3. The applicant will pay staff minimum 2 hours delivery cost & 2 hours pick up overtime at \$50.00/hour staff will transport to and from the on the day of the event, \_\_\_\_\_

\*\* The applicant has checked out \_\_\_\_\_ signs and \_\_\_\_\_ Barricades. \_\_\_\_\_

Applicant initials, SA

Staff initials \_\_\_\_\_

Applicant signature Elaine S. Traversi Date: 2/11/19

\*\*\*\* City Only \*\*\*\*

# of set up and break down hours \_\_\_\_\_ Cost of labor \$ \_\_\_\_\_

Staff signature \_\_\_\_\_ Date: \_\_\_\_\_

Plan for portable toilets, garbage, sanitation and clean-up (please include delivery and pick up dates):  
Applicant must provide for their own portable toilets, but explain plan:

Public Works to remove garbage

2 porta pottys to be contracted - delivery day before event

Temporary Signage (describe number and size and diagram location)

creating a site map for reference

Will there be organizations or vendors involved in the event? Yes ☒ No ☐

If yes, How many? Local within Stanwood City Limits: Approximately 20

Outside Stanwood City Limits: Approximately 20

Applicant must collect and maintain all Vendor Insurance and food handler information.

Will food and/or liquor be distributed/sold at event: Yes ☒ No ☐ (if yes, please explain plan)

*Note: per SMC 9.24.080 "No person shall consume liquor ... in a public place".*

Food Only - TBD

**Once application is approved, within 72 hours of event, applicant shall notify all parties' impacted (residents, businesses, transit, fire, police, public works).**

#### AGREEMENT

The City of Stanwood does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Applicant will provide the City with a Certificate of Liability Insurance naming the City as an additional insured on the policy. Applicant's insurance coverage shall be primary as respects to the City. The policy must include bodily injury and property damage coverage limits of no less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII who are authorized to do business in the State of Washington. Insurance may be purchased through the City's insurance carrier at an additional cost to meet this requirement.

The applicant shall defend, indemnify and hold harmless the City of Stanwood, its officers, officials, employees and volunteers, while acting within the scope of their duties, from any and all causes of action, demands and claims, including the cost of their defense, arising in favor of the organization, the organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the organization, its employees or representatives, concessionaires of the event or any other person or entity, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Signature of Applicant: Yelaine S. Tranter

Organization/Title ED / Stanwood Chamber Date: 2/11/19



# TOUCH A TRUCK

**Saturday MAY 5th • 10am-2pm**

Downtown Stanwood

TITLE SPONSOR

**DL** **DWAYNE LANE'S**  
— ARLINGTON — 



10-11am  
**QUIET  
HOUR**

Noon  
**FIRE DEPT.  
DEMO**

12:30pm  
**HELICOPTER  
LANDING**

Interactive  
**KIDS  
ZONE**

Delicious  
**FOOD &  
DRINKS**

**DISCOVER**



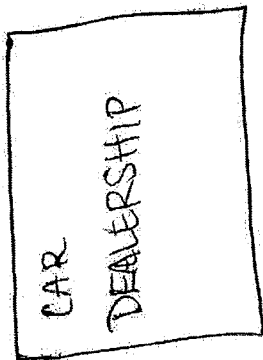
**STANWOOD  
CAMANO.com**



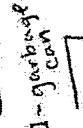
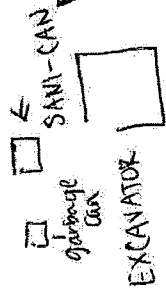
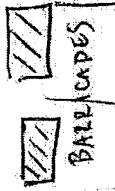


272nd

Road Blocked off

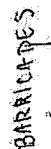


90th Ave NW



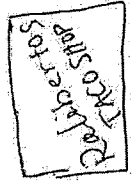
271st

271st



Road Blocked off

271st ST NW





Road Closed

Road Closed

Bus Barn

The Country Store

88th Ave NW

271st St NW

Road Closed

Viking Village

Rite Aide

SR 532

88th Ave NW





# Notice of Street Closure

271<sup>st</sup> St NW, from 88<sup>th</sup> St. NW to 92<sup>nd</sup> St. NW.

**Event:** 5th Annual Touch-A-Truck

**Date:** Saturday, May 4, 2019

**Time:** 8am to 4pm

**NOTICE OF CITY COUNCIL MEETING  
TO REVIEW PROPOSED SPECIAL EVENT  
PERMIT ON THURSDAY April 11, 2019 at  
7:00pm**

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**LOCATION OF MEETING:**

Stanwood Camano School District  
Administration Building Board Room  
26920 Pioneer Highway

The public is invited to comment during open public comment  
on the agenda or contact [info@ci.stanwood.wa.us](mailto:info@ci.stanwood.wa.us)



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 9a

**DATE:** April 11, 2019

**SUBJECT:** Grant Acceptance, Agreement with the Washington Cities Insurance Authority

**CONTACT PERSON:** David Hammond, Finance Director

**ATTACHMENTS:** A – Washington Cities Insurance Authority Risk Mitigation Grant Acknowledgement

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### **PURPOSE**

The purpose of this agenda item is for Council consideration of and authorization for the Mayor to sign the Washington Cities Insurance Authority Risk Mitigation Grant Acknowledgement.

### **RECOMMENDATION**

Authorize the Mayor to sign the Washington Cities Insurance Authority Risk Mitigation Grant Acknowledgement and accept the 2019 grant award of \$22,500.

### **SUMMARY**

The 2019 budget includes \$50,000 for sidewalk repair. City staff applied for and received partial funding to offset the cost of this work. The grant funded project specifically addresses five streets in the Fox Hill Estates, which have significantly raised sidewalk panels that create tripping hazards. The edges of the raised panel have been ground down and asphalt patching added to mitigate the risk. However, the cause of the problem is the roots of trees that are too big for the space.

### **DISCUSSION**

The edges of the raised panel have been ground down and asphalt patching added to mitigate the risk. However, the cause of the problem is the roots of trees that are too big for the space. This proposed project would remove the trees and rebuild the most seriously affected sidewalk panels. City staff will seek to further reduce the cost of the project by attempting to utilize volunteers during the replanting of the parking strips.

### **FISCAL IMPACT**

The grant agreement requires a 50% city match in the amount of \$22,500 which will not require a budget amendment.

### **COMMITTEE RECOMMENDATION**

This was discussed by the Public Works Committee on April 1, 2019, and they recommended acceptance of the grant to be used for sidewalk repair and replacement as well as removal of problem trees in the Fox Hill development.

### **CITY COUNCIL OPTIONS**

1. Authorize the Mayor to sign the agreement and accept the grant with the Washington Cities Insurance Authority.
2. Do not authorize the Mayor to sign and accept the Washington Cities Insurance Authority agreement.

### **RECOMMENDED MOTION**

**I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE GRANT AGREEMENT WITH THE WASHINGTON CITIES INSURANCE AUTHORITY AND ACCEPT THE GRANT AWARD OF \$22,500.**

Member: City of Stanwood

### WCIA Risk Reduction Grant Acknowledgement

Congratulations! A Risk Mitigation Grant has been awarded to City of Stanwood in the amount of \$22,500 for Sidewalk Repair project. The conditions of the grant are stated in the Risk Reduction Grant Guidelines and further set forth below.

Conditions:

1. Grant funds must be used in accordance with the project as described in the risk mitigation grant application.
2. WCIA staff will reach out to the grantee via e-mail and ask for a status report by June 15, 2019. Grantee will need to provide an update at that time regarding the status of the project.
3. Grantee must provide a second written status report via e-mail to WCIA by October 1, 2019 describing the status of the project including a timeline for anticipated completion.
4. If at any time the Grantee decides to not move forward with the funded project, they are to contact WCIA as soon as possible so that the funds may be redirected and awarded to an alternate project.
5. All projects must be completed, installed, and/or purchased by December 1, 2019.

Please acknowledge your receipt of this agreement with the terms of this letter by signing and returning a copy of this letter within 10 days. Failure to meet any of these conditions may jeopardize any future grant awards.

**If the signed acknowledgement letter is not received by WCIA within 10 days of notification of the grant award, the grant may be reallocated to another member.**

**Key dates:** June 14, 2019-First status report due to WCIA  
 October 1, 2019-Second status report due to WCIA  
 December 6, 2019-Grant reimbursements due to WCIA

|                                    |                                                                                       |      |
|------------------------------------|---------------------------------------------------------------------------------------|------|
| Delegate Signature                 | Delegate Printed Name                                                                 | Date |
| Authorizing Authority<br>Signature | Authorizing Authority Printed Name<br>(City Manager/Mayor/City or Town Administrator) | Date |

The WCIA Grant Committee is excited to support your project. Thank you for your good work!