



**TOWN COUNCIL MEETING**  
**Island County Commissioners Hearing Room**  
**July 26, 2022**  
**6:30 pm**

**CALL TO ORDER**

**PLEDGE OF ALLIGENCE**

**CHANGES AND APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

- Council Regular Meeting of July 12, 2022

**MAYOR'S REPORT**

**AUDIENCE INPUT - See NOTE**

**NEW BUSINESS**

1. Approve Interlocal with Island County regarding HPC Administration
2. Approve Interlocal with Whidbey Health for Cooling Center
3. Approve Crack Seal contract
4. Approve June 2022 Payroll and July 2022 A/P Claims Vouchers/Warrants

**DISCUSSION**

- Create no-passing zone on South Main Street

**COUNCIL REPORTS**

**ADJOURN**

**NOTE:** The public will be able to access the meetings in real time, by phone.

*As a reminder: This is time set aside for members of the public to speak to the Council about subjects of concern or interest, or items not already set aside for a public hearing. Input requiring more lengthy comment is best submitted in writing.*

**To join the meeting from your computer, tablet or smartphone.**

<https://www.gotomeet.me/TownOfCoupeville/coupeville-town-council-meeting>

**To access the Town Council meeting remotely, by phone dial 571-317-3122 and use access code 707-347-805.**

**Town of Coupeville  
Regular Council Meeting  
July 12, 2022  
6:36 p.m.**

**PRESENT:** Mayor Hughes, Councilmembers Jackie Henderson, Rick Walti, Pat Powell, Jenny Bright and Mike Moore.

**STAFF PRESENT:** Clerk Treasurer Kelly Beech

**CHANGES AND APPROVAL OF THE AGENDA**

The Mayor proposed the following changes to the Agenda:

*Add a New Business item #4 Temporary Road Closure on Grace Street*

**Council Action:** A motion was made by Councilmember Henderson, second by Councilmember Moore, to amend the Agenda as suggested. The motion passed unanimously.

**APPROVAL OF MINUTES**

The Minutes of the Regular Council Meeting of June 28, 2022 were approved as submitted.

**MAYOR'S REPORT**

- Mayor Hughes attended a retirement party for long-time Town Attorney, Grant Weed.
- Mayor Hughes met with Representative Rick Larsen and Hazard Mitigation Grant Program Coordinator Chris Credle to discuss funding opportunities and the challenges faced by small municipalities.
- Mayor Hughes informed the Council that Marshal Bo Miller began working with the Town on July 3<sup>rd</sup>.
- Mayor Hughes announced that the Wastewater Treatment Plant passed its Department of Ecology inspection.
- Mayor Hughes, Public Works Superintendent Kelly Riepma, and Utilities Superintendent Joe Grogan met with representatives from Puget Sound Energy to discuss potential grant opportunities.
- Mayor Hughes informed the Council that work continues on the waterline replacement project, funded through a FEMA grant that was awarded in 2021. She reminded the Council that the budget for the application was actually created in 2019, and that it is likely the cost of this project may end up coming in higher than originally budgeted.
- Mayor Hughes announced the Department of Ecology has approved the Town's Shoreline Mater Program.
- Finally, Mayor Hughes reminded the Touch-a-truck event coordinated by Sno-Isle library staff will be tomorrow in the Community Green, and that NET will be having an in-person meeting in the Rec Hall on the 19<sup>th</sup>.

**PUBLIC HEARING**

The Mayor opened the Public Hearing at 6:48 p.m. She asked the Council if they were aware of any conflicts of interest or appearance of fairness issues. Hearing none, the Mayor proceeded with the presentation of Resolution 22-05, regarding the Six-year Transportation Improvement Program. The public was invited to comment. No members of the audience spoke at the hearing.

The Mayor then asked Clerk Treasurer Kelly Beech if any comments had been received by the advertised deadline. Hearing that no comments were received by the Clerk Treasurer regarding this proceeding, the Mayor gave the Council the opportunity to ask clarifying questions. The Mayor closed the public hearing at 6:50 p.m.

The Mayor opened the Public Hearing at 6:50 p.m. She asked the Council if they were aware of any conflicts of interest or appearance of fairness issues. Hearing none, the Mayor asked proceeded with the presentation of Ordinance 778, regarding Excessive Noise. The public was invited to comment.

Randy King addressed the Council and thanked them for addressing the need for a noise ordinance. He stated he agreed with the Ordinance, as presented.

Steven Hatcher addressed the Council and described the process he and some of his neighbors had followed to attempt to solve a noise problem in their neighborhood, and expressed gratitude for the Council's action to consider adopting a noise ordinance.

Ray Cedillo Expressed his gratitude to the Council for considering adoption of a noise ordinance.

The Mayor then asked Clerk Treasurer Kelly Beech if any comments had been received by the advertised deadline. Hearing that no comments were received by the Clerk Treasurer regarding this proceeding, the Mayor gave the Council the opportunity to ask clarifying questions. The Mayor closed the public hearing at 6:59 p.m.

## **NEW BUSINESS**

### **Approve Resolution 22-05 Six Year Transportation Improvement Program**

Council Action: A motion was made by Councilmember Moore, second by Councilmember Walti, to approve Resolution 22-05 adopting the 2023-2028 Six Year Transportation Improvement Program. The motion passed unanimously.

### **Approve Ordinance 778 Excessive Noise Code**

Council Action: A motion was made by Councilmember Henderson, second by Councilmember Bright, to revoke Ordinance 443 which established Coupeville Town Code 8.16 Noise and adopting Ordinance 778 creating Coupeville Town Code 8.16 Excessive Noise. The motion passed unanimously.

### **Approve Resolution 22-07 regarding impacts of 2022 street overlays**

Council Action: A motion was made by Councilmember Moore, second by Councilmember Walti, to approve Resolution 22-05 adopting the 2023-2028 Six Year Transportation Improvement Program. The motion passed unanimously.

### **Temporary Road Closure on Grace Street**

Council Action: A motion was made by Councilmember Henderson, second by Councilmember Powell, to approve the temporary closure of approximately 65' of the northern most end of Grace Street for the installation of a parklet to be used in the historic commercial district from July 20th, 2022 to October 31st, 2022. The motion passed 4-1.

**COUNCIL REPORTS**

Councilmember Henderson reported that there have been a number of media tours visiting Whidbey and Camano Islands, specifically geared toward travel writers. She added that a study shows there are 190 short-term rentals in the Coupeville zip code and that short-term rentals accounted for \$42 million of the lodging revenue received in Island County. Finally, Councilmember Handerson announced that the recently published trail guide will be available online sometime this year.

**ADJOURNMENT:** 7:25 p.m.

Respectfully Submitted:

MAYOR:

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Clerk Treasurer Kelly Beech

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Molly Hughes

*A complete video recording of this meeting is available upon request from the Clerk-Treasurer.*



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## STAFF REPORT

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**DATE:** July 22, 2021  
**TO:** Town Council  
**FROM:** Mayor Molly Hughes  
**RE:** Town/County HPC Interlocal Agreement

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Council,

In October of 2021, the Town approved an interlocal agreement with Island County regarding historic preservation services in the Reserve. The purpose of this updated agreement was to specify the administrative duties needed to support the Historic Preservation Committee, who was responsible for each duty and to outline them in one document.

The Interlocal Agreement you approved last October has never reached the desk of the county Commissioners for approval. Since that time Donna Keeler, the Town's Planning Director and Mary Engle, the County's Planning Director have been working together to get this done.

The County has requested a few very small changes to wording, none of which change the intent or the administration of this document. Those changes are underlined or struck through in the attached draft. I have also attached a clean copy of the agreement. The County would like the Town Council to approve this new agreement.

I applaud Donna for her perseverance in getting this agreement finished. It will stand as an excellent reference document when the Town and County Planning staff changes.

**Staff Recommendation:** Move to authorize the Mayor to sign the Interlocal Agreement between the Town of Coupeville and Island County regarding Historic Preservation and Protection within Ebey's Landing National Historical Reserve.

## DRAFT

### AN INTERLOCAL AGREEMENT BETWEEN ISLAND COUNTY, AND THE TOWN OF COUPEVILLE RELATING TO HISTORIC PRESERVATION AND PROTECTION WITHIN THE EBEBY'S LANDING NATIONAL HISTORICAL RESERVE AS ESTABLISHED UNDER CHAPTER 17.04A ICC AND CHAPTER 16.13 CTC

**THIS INTERLOCAL AGREEMENT** ("Interlocal Agreement" or "Agreement") is entered into by and between Island County, a political subdivision of the State of Washington (the "County") and the Town of Coupeville, a political subdivision of the State of Washington (the "Town") collectively referred to as the "Parties".

#### RECITALS

**WHEREAS**, local governmental authority and jurisdiction with respect to the designation and protection of historic sites within Ebey's Landing National Historical Reserve within the Town limits resides with the Town and within the unincorporated areas of Ebey's Landing National Historical Reserve limits resides with the County; and

**WHEREAS**, Ebey's Landing National Historical Reserve ("Reserve") was established by Congress (PL 95-625 and 16 USC Sec. 461) in 1978, and is located in central Whidbey Island; and

**WHEREAS**, the Ebey's Landing National Historical Reserve Trust Board (Trust Board) is comprised of members representing the four principal partners (National Park Service, Town of Coupeville, Island County and Washington State Parks and Recreation) and manages the Reserve for the Secretary of the Interior in accordance with the enabling legislation; and

**WHEREAS**, management of the Reserve is guided by the adopted 2006 General Management Plan ("GMP"), other NPS policies and guidance, and input from numerous partners, including the Town and the County; and

**WHEREAS**, the Washington State Growth Management Act ("GMA") at RCW 36.70A.020 (13) establishes the preservation of lands, sites and structures that have historical or archaeological significance as one of the thirteen (13) planning goals of GMA, which shall be used exclusively for the purpose of guiding the development of comprehensive plans and development regulations; and

**WHEREAS**, the Town of Coupeville Comprehensive Plan historic element's first goal is to "Provide for the protection of historic and prehistoric resources within the Ebey's Landing National Historical Reserve (Reserve) and to encourage the preservation, restoration and rehabilitation of historic and/or cultural resources within the Reserve for future generations, for the protection and stewardship of the cultural landscape"; and

**WHEREAS**, the first goal of the Island County Comprehensive Plan Historic Preservation Element is to "actively participate in Ebey's Landing National Historical Reserve in order to preserve and protect a rural landscape which provides an unbroken historical record";

**WHEREAS**, the Town and the County desire to protect and preserve the cultural landscape within the Reserve, consistent with their comprehensive plans, including historic buildings, landscapes, structures, districts, sites, objects, and archaeological sites within the Reserve, for the benefit of present and future generations in a consistent and efficient manner; and

**WHEREAS**, it is in the public interest that the jurisdictions cooperate to provide efficient and cost-effective historic protection services and programs; and

**WHEREAS**, Island County created a Central Whidbey Historic Preservation District on October 16, 1972; and

**WHEREAS**, Island County adopted specific development regulations for Ebey's Landing National Historical Reserve by Ordinance C-84-05 [PLG-017-04] on July 25, 2005, thereby establishing these regulations in Chapter 17.04 ICC; and

**WHEREAS**, the Town of Coupeville adopted specific development regulations for Ebey's Landing National Historical Reserve by Ordinance No. 692 on October 3, 2011; thereby establishing these regulation in Chapter 16.13 CTC; and

**WHEREAS**, The Town, the County, and the **Ebey's Landing National Reserve** Trust Board entered into a Memorandum of Understanding ("MOU") in June of 2009 to enhance their joint historic preservation and protection efforts with the Reserve by agreeing to establish uniform design review processes and procedures to regulate new development within Ebey's Landing National Historical Reserve; and

**WHEREAS**, on October 3, 2011, the Town and the County enacted legislation establishing a unified code and design guidelines which regulate future development activities within Ebey's Landing National Historical Reserve; and

**WHEREAS**, on October 3, 2011, the Town and the County enacted legislation establishing a unified code and design guidelines which regulate future development activities within Ebey's Landing National Historical Reserve; and

**WHEREAS**, the Town and County adopted codes authorized creation of a Reserve Committee which consists of the Town Planner, the County Planning Director, and the Reserve Manager, or their designee(s); and

**WHEREAS**, The Town and County adopted codes also require an interlocal agreement be established ~~between the parties~~ to facilitate open communication between **all** the parties and to facilitate coordinated permit review pursuant to the code; and

**WHEREAS**, The Town and County entered into an Interlocal Agreement on December 19, 2011; and

**WHEREAS**, the Town and the County find the need to update the provisions of that Interlocal Agreement and confirm that this Interlocal Agreement replaces the 2011 Agreement; and

**NOW, THEREFORE**, The County and the Town hereby agree as follows:

## ARTICLE 1 – PURPOSE OF AGREEMENT

The Parties have the following responsibilities under the following unified code sections:

1. ICC 17.04A.070 and CTC 16.13.070 (Interlocal Agreement Required)

Prior to review by the Historic Preservation Commission (“HPC”) of nominations or Certificates of Appropriateness for properties within the Reserve, an interlocal agreement between the jurisdictions shall be established to facilitate open communication between the all parties, as well as facilitate coordinated design review pursuant to this chapter.

2. ICC 17.04A.160 and CTC 16.13.160 (Procedures for changes to the Guidelines)

Changes to the Guidelines shall require approval by the Board of County Commissioners and Town Council. Such changes are only effective upon approval by both legislative bodies, consistent with the terms and conditions of the Interlocal Agreement adopted by the Parties.

## ARTICLE II – STATEMENT OF RESPONSIBILITIES

1. The Town and the County agree that the following are joint responsibilities:

- a. To conduct a joint periodic reviews with the HRC to evaluate the design review process and the Guidelines to identify any potential amendments or additional resources and training necessary to support the process.

- b. To ensure that the appointments of qualified persons to the HPC are made in a timely fashion by the County Commissioners and/or the Town Council.

- c. To work closely with the Trust Board Reserve Manager, or designee, so that HPC members and staff from the County and the Town who are involved in design review receive training in historic preservation principles, design review, and the history of the Reserve’s landscape and buildings. This training will ensure that decisions are both informed and consistent with the standards of the Secretary of Interior when applicable.

- d. To ensure that the operation of the Reserve Committee is responsive to the needs of the community and applicants for design review.

- e. In support of the protection of cultural resources within the Ebey’s Landing National Historical Reserve, the Town and County will work cooperatively to implement the adopted ordinances establishing uniform regulations, i.e., the Design Guidelines, and uniform procedures and processes for the protection of cultural resources within the Reserve.

- f. The County and the Town will maintain uniform design review application forms.

- g. The County and Town will endeavor to align their design review application fee schedules under the adopted standards and procedures in an effort to treat all applicants and applications for similar purposes equitably.

h. The County and Town will develop a uniform staff report format for presentation of projects to the HPC.

i. The County and Town will establish the regular meeting time for the HPC, in compliance with the Open Meetings Act, with special meeting dates scheduled as needed.

j. The County and Town will jointly develop an HPC agenda format and arrange for the posting and publication of notices and agendas as required by governing law. Costs of publication of notices and agendas required shall be prorated based upon the number of individual agenda items of the County and Town.

k. The County and Town agree to staff the HPC meetings with a County Planner, the Town Planner or their designee. The Reserve Manager or their designee will act as the third staff member supporting HPC meetings.

## 2. County Responsibilities.

- a. The County will arrange for the posting and publication of notices and agendas as required by governing law.
- b. The County shall reserve the County Commissioners Hearing Room for meetings of the HPC when practical. The Town or County shall provide alternative locations when the Hearing Room is unavailable or when otherwise necessary.
- c. The County will assemble and mail or deliver the HPC packets to all Commission members before each meeting. The Town will provide copies of all materials for Town projects for each packet.

## 3. Town Responsibilities

- a. The Town shall provide administrative support for the HPC meetings with a staff member designated by the Mayor. Administrative support shall include keeping a record of attendance, taking summary minutes and recording all regular and special meetings.
- b. The Town will maintain and archive the permanent record of HPC meetings in accordance with statutory retention schedules. The Town and the County will each be responsible for archiving their own project specific records according to their own policies and statutory retention schedules.
- c. The Town will host the public record of all HPC meetings on the Town website. The public record will include the agenda, packet materials, minutes and recording of each meeting.

## **ARTICLE III – EFFECTIVENESS AND DURATION**

This Agreement shall become effective upon approval of the Parties and shall continue automatically until it is modified or terminated under the provisions of Article V and Article XV.

## **ARTICLE IV – ADMINISTRATION**

This Agreement shall be administered for the County by the Planning Director or the Director's designee, for the Town by the Town Planner or the Mayor's designee.

#### **ARTICLE V – MODIFICATIONS**

1. Modifications to this Agreement may be proposed by the Town or the County, and shall become effective upon written approval by all parties.
2. This Interlocal Agreement may be modified at any time by mutual consent as long as the modification is provided in writing and signed by both Parties.

#### **ARTICLE VI – INTEGRATION CLAUSE**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. All Parties have read and understand this Interlocal Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce the other to execute the same.

#### **ARTICLE VII – REAL AND PERSONAL PROPERTY**

No real property is exchanged by operation of this Agreement. Any real or personal property used by any of the Parties in connection with this Agreement will be acquired, held, and disposed of by that Party in its discretion, and the other Party will have no joint or other interest herein.

#### **ARTICLE VIII – COMPLIANCE WITH LAW**

The Parties, in the performance of this Agreement, agree to comply with all applicable local, state, or federal laws and regulations applicable to the activities contemplated herein.

#### **ARTICLE IX – NOTICES**

All required notices to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. Mail.

Town of Coupeville  
Fiscal Clerk  
4 NE Seventh Street  
**P.O. Box 725**  
Coupeville, WA 98239

Board of Island County Commissioners  
Clerk of the Board  
P.O. Box 5000  
Coupeville, WA 98239

#### **ARTICLE X – HOLD HARMLESS AND INDEMNIFICATION**

1. Indemnification of the County Town shall indemnify and defend the County it's officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney fees, arising from the Town's performance under this Agreement, provided, to the extend the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, their officers, agents, or employees, Town's indemnification obligation hereunder shall be limited to Town's proportionate share of liability as agreed to by the Parties to this Agreement or determined by a court of competent jurisdiction.
2. Indemnification of the Town. The County shall indemnify and defend the Town, it's officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney fees, arising from the County's performance under this Agreement, provided, to the extend the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Town, their officers, agents, or employees, Town's indemnification obligation hereunder shall be limited to County's proportionate share of liability as agreed to by the Parties to this Agreement or determined by a court of competent jurisdiction.
3. Nothing contained in this section or Agreement shall be construed to create a liability or a right of indemnification by any third party.
4. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration of termination.
5. The foregoing indemnity provisions are specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

#### **ARTICLE XI – INTERLOCAL COOPERATION ACT**

The Parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposed of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement.

#### **ARTICLE XII – FILING AND PUBLIC NOTICE**

Pursuant to RCW 39.34.040, within 10 days of the execution of this Agreement by the Parties, a copy of the executed Agreement shall be filed by the County with the County Auditor and will be listed by subject on the web sites of the Parties or other electronically retrievable public source.

#### **ARTICLE XIII – DISPUTES**

The Parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution method (i.e. arbitration or mediation).

**ARTICLE XIV – NEUTRAL AUTHORSHIP**

Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both Parties hereto. No presumption or other rules of construction, which would interpret the provisions of this Agreement in favor of or against the Party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

**ARTICLE XV – DURATION AND TERMINATION**

This Agreement shall take effect upon full execution by the Parties and shall remain in effect until terminated by written agreement of all Parties at any time, or upon any Party providing sixty days written notice of termination to the other Parties.

**ARTICLE XVI – FINANCIAL RESPONSIBILITY**

Each party shall bear financial responsibility for its own respective share of work performed pursuant to this Agreement.

**ARTICLE XVII – AUTHORITY TO EXECUTE AGREEMENT**

The signatories below certify that they have the authority to enter into this agreement and to bind the Parties to the terms and conditions of this Agreement.

**ARTICLE XVIII – SEVERABILITY**

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

**AUTHORIZING SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date herein written.

**ISLAND COUNTY**

**TOWN**

By: \_\_\_\_\_  
Melanie Bacon, Chair, Board of County Commissioners  
Island County, Washington

By: \_\_\_\_\_  
Molly Hughes, Mayor  
Town of Coupeville, Washington

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

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

Attest:

Attest:

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

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

Virginia Shaddy  
Clerk of the Board

Kelly Beech  
Fiscal Town Clerk

DRAFT

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**RECITALS**

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**WHEREAS**, Ebey's Landing National Historical Reserve ("Reserve") was established by Congress (PL 95-625 and 16 USC Sec. 461) in 1978, and is located in central Whidbey Island; and

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**WHEREAS**, the Washington State Growth Management Act ("GMA") at RCW 36.70A.020 (13) establishes the preservation of lands, sites and structures that have historical or archaeological significance as one of the thirteen (13) planning goals of GMA, which shall be used exclusively for the purpose of guiding the development of comprehensive plans and development regulations; and

**WHEREAS**, the Town of Coupeville Comprehensive Plan historic element's first goal is to "Provide for the protection of historic and prehistoric resources within the Ebey's Landing National Historical Reserve (Reserve) and to encourage the preservation, restoration and rehabilitation of historic and/or cultural resources within the Reserve for future generations, for the protection and stewardship of the cultural landscape"; and

**WHEREAS**, the first goal of the Island County Comprehensive Plan Historic Preservation Element is to "actively participate in Ebey's Landing National Historical Reserve in order to preserve and protect a rural landscape which provides an unbroken historical record";

**WHEREAS**, the Town and the County desire to protect and preserve the cultural landscape within the Reserve, consistent with their comprehensive plans, including historic buildings, landscapes, structures, districts, sites, objects, and archaeological sites within the Reserve, for the benefit of present and future generations in a consistent and efficient manner; and

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**WHEREAS**, The Town and County entered into an Interlocal Agreement on December 19, 2011; and

**WHEREAS**, the Town and the County find the need to update the provisions of that Interlocal Agreement and confirm that this Interlocal Agreement replaces the 2011 Agreement; and

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

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communication between parties, as well as facilitate coordinated design review pursuant to this chapter.

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Changes to the Guidelines shall require approval by the Board of County Commissioners and Town Council. Such changes are only effective upon approval by both legislative bodies, consistent with the terms and conditions of the Interlocal Agreement adopted by the Parties.

## **ARTICLE II – STATEMENT OF RESPONSIBILITIES**

1. The Town and the County agree that the following are joint responsibilities:

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- b. To ensure that the appointments of qualified persons to the HPC are made in a timely fashion by the County Commissioners and/or the Town Council.
- c. To work closely with the Trust Board Reserve Manager, or designee, so that HPC members and staff from the County and the Town who are involved in design review receive training in historic preservation principles, design review, and the history of the Reserve's landscape and buildings. This training will ensure that decisions are both informed and consistent with the standards of the Secretary of Interior when applicable.
- d. To ensure that the operation of the Reserve Committee is responsive to the needs of the community and applicants for design review.
- e. In support of the protection of cultural resources within the Ebey's Landing National Historical Reserve, the Town and County will work cooperatively to implement the adopted ordinances establishing uniform regulations, i.e., the Design Guidelines, and uniform procedures and processes for the protection of cultural resources within the Reserve.
- f. The County and the Town will maintain uniform design review application forms.
- g. The County and Town will endeavor to align their design review application fee schedules under the adopted standards and procedures in an effort to treat all applicants and applications for similar purposes equitably.
- h. The County and Town will develop a uniform staff report format for presentation of projects to the HPC.
- i. The County and Town will establish the regular meeting time for the HPC, in compliance with the Open Meetings Act, with special meeting dates scheduled as needed.
- j. The County and Town will jointly develop and HPC agenda format and arrange for the posting and publication of notices and agendas as required by governing law. Costs of

publication of notices and agendas required shall be prorated based upon the number of individual agenda items of the County and Town.

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## **ARTICLE III – EFFECTIVENESS AND DURATION**

This Agreement shall become effective upon approval of the Parties and shall continue automatically until it is modified or terminated under the provisions of Article V and Article XV.

## **ARTICLE IV – ADMINISTRATION**

This Agreement shall be administered for the County by the Planning Director or the Director's designee, for the Town by the Town Planner or the Mayor's designee.

## **ARTICLE V – MODIFICATIONS**

1. Modifications to this Agreement may be proposed by the Town or the County, and shall become effective upon written approval by all parties.

2. This Interlocal Agreement may be modified at any time by mutual consent as long as the modification is provided in writing and signed by both Parties.

## **ARTICLE VI – INTEGRATION CLAUSE**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. All Parties have read and understand this Interlocal Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce the other to execute the same.

## **ARTICLE VII – REAL AND PERSONAL PROPERTY**

No real property is exchanged by operation of this Agreement. Any real or personal property used by any of the Parties in connection with this Agreement will be acquired, held, and disposed of by that Party in its discretion, and the other Party will have no joint or other interest herein.

## **ARTICLE VIII – COMPLIANCE WITH LAW**

The Parties, in the performance of this Agreement, agree to comply with all applicable local, state, or federal laws and regulations applicable to the activities contemplated herein.

## **ARTICLE IX – NOTICES**

All required notices to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. Mail.

Town of Coupeville  
Fiscal Clerk  
4 NE Seventh Street  
Coupeville, WA 98239

Board of Island County Commissioners  
Clerk of the Board  
P.O. Box 5000  
Coupeville, WA 98239

## **ARTICLE X – HOLD HARMLESS AND INDEMNIFICATION**

1. Indemnification of the County Town shall indemnify and defend the County it's officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney fees, arising from the Town's performance under this Agreement, provided, to the extend the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, their officers, agents, or employees, Town's indemnification obligation hereunder shall be limited to Town's proportionate share of liability as agreed to by the Parties to this Agreement or determined by a court of competent jurisdiction.

2. Indemnification of the Town. The County shall indemnify and defend the Town, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney fees, arising from the County's performance under this Agreement, provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Town, their officers, agents, or employees, Town's indemnification obligation hereunder shall be limited to County's proportionate share of liability as agreed to by the Parties to this Agreement or determined by a court of competent jurisdiction.
3. Nothing contained in this section or Agreement shall be construed to create a liability or a right of indemnification by any third party.
4. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration of termination.
5. The foregoing indemnity provisions are specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

#### **ARTICLE XI – INTERLOCAL COOPERATION ACT**

The Parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement.

#### **ARTICLE XII – FILING AND PUBLIC NOTICE**

Pursuant to RCW 39.34.040, within 10 days of the execution of this Agreement by the Parties, a copy of the executed Agreement shall be filed by the County with the County Auditor and will be listed by subject on the web sites of the Parties or other electronically retrievable public source.

#### **ARTICLE XIII – DISPUTES**

The Parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution method (i.e. arbitration or mediation).

#### **ARTICLE XIV – NEUTRAL AUTHORSHIP**

Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both Parties hereto. No presumption or other rules of construction, which would interpret the provisions of this Agreement in favor of or against the Party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

#### **ARTICLE XV – DURATION AND TERMINATION**

This Agreement shall take effect upon full execution by the Parties and shall remain in effect until terminated by written agreement of all Parties at any time, or upon any Party providing sixty days written notice of termination to the other Parties.

**ARTICLE XVI – FINANCIAL RESPONSIBILITY**

Each party shall bear financial responsibility for its own respective share of work performed pursuant to this Agreement.

**ARTICLE XVII – AUTHORITY TO EXECUTE AGREEMENT**

The signatories below certify that they have the authority to enter into this agreement and to bind the Parties to the terms and conditions of this Agreement.

**ARTICLE XVIII – SEVERABILITY**

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

**AUTHORIZING SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date herein written.

**ISLAND COUNTY**

**TOWN**

By: \_\_\_\_\_  
Melanie Bacon, Chair, Board of County Commissioners  
Island County, Washington

By: \_\_\_\_\_  
Molly Hughes, Mayor  
Town of Coupeville, Washington

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

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

Attest:

Attest:

By: \_\_\_\_\_  
Virginia Shaddy  
Clerk of the Board

By: \_\_\_\_\_  
Kelly Beech  
Fiscal Town Clerk



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## STAFF REPORT

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**DATE:** July 22, 2022  
**TO:** Town Council  
**FROM:** Mayor Molly Hughes  
**RE:** Cooling Center Interlocal

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Council,

If you recall, the Town's NET volunteers and Whidbey Health opened a Cooling Center last year during the height of a heat wave. This Center was opened very quickly and even though its operation was impressive for such short notice it was not well utilized because our residents did not know this was a service that would be provided.

This year, Bonnie Abney, our NET Coordinator has held meetings with the Hospital Administration about formalizing this partnership so a Cooling Center could be advertised and opened more efficiently. The Hospital staff is very enthusiastic about a joint partnership.

Attached is a DRAFT Interlocal Agreement. I'm hoping you will authorize the partnership so we could be ready if we have a spell of extreme heat in the next couple weeks. The Hospital staff is looking at the draft agreement now and so is our attorney's office. I don't expect any major changes to the final document and hope you will agree with the spirit and intent of the partnership.

Thank you.

**Staff Recommendation:** Mayor recommends a motion authorizing the Mayor to sign an Interlocal Agreement with Whidbey Health Medical Center for the joint operation of a Cooling Center.

# **INTERLOCAL AGREEMENT BETWEEN THE TOWN OF COUPEVILLE AND WHIDBEY HEALTH MEDICAL CENTER FOR THE PROVISION OF COOLING CENTER SERVICES**

This Interlocal Agreement (Agreement) is made and entered into by and between the Town of Coupeville, a municipal corporation of the State of Washington (Town) and Whidbey Health Medical Center, a public critical access hospital (Hospital).

**WHEREAS**, the Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public entities to contract with one another to provide services that each is independently authorized to perform, and

**WHEREAS**, the Town and the Hospital recognize the need for a Cooling Center for our resident's health and safety in the event of extreme, hot weather conditions; and

**WHEREAS**, the Town and the Hospital each have resources to contribute to the successful operation of a Cooling Center;

**NOW, THEREFORE**, in consideration of the terms and provisions herein, the town and the Hospital hereby agree as follows:

1. **PURPOSE**: The purpose of this Agreement is to open a daytime Cooling Center when the temperature is forecast to reach 95 degrees or higher in the Central Whidbey area.
2. **OPERATION**: The Cooling Center hours of operation will generally be from 11:00 am to 8:00 pm and will be located in the Whidbey Health Medical Center Health Education Center. Entrance to the Cooling Center will be from the east entrance to the Health Education Center and not through the Emergency Department or other Hospital entrance. All volunteers and guests of the Cooling Center will follow whatever pandemic policies the Hospital is enforcing at the time the Cooling Center is open and in operation.

3. **SERVICES**:

Subject to the terms and conditions in this agreement the Town agrees to:

- 3.1 Provide community notification in the forms of social media, sandwich boards, banners and emails when the Cooling Center is going to open.
- 3.2 Organize and provide volunteer oversight of the Cooling Center through our Neighborhood Emergency Team (NET) group. NET volunteers will be organized in two-to-three-hour shifts and will greet residents at the Health Education Center entrance and host the center while in use.
- 3.3 Provide water and/or snacks, table entertainment activities such as cards, puzzles and board games and a device charging station for guests of the Cooling Center.

Subject to the terms and conditions in this agreement the Hospital agrees to:

3.4 Provide access to the Whidbey Health Medical Center Health Education Center for set up, the hours of operation and clean up of the Cooling Center.

3.5 Provide tables, chairs, ice and hand sanitation for the Cooling Center.

3.6 Provide music and visuals on multi-hour tapes for the guests of the Cooling Center.

4. TERM: This Agreement shall remain in force until one or both parties terminate the Agreement.
5. FEES AND CHARGES: No fees or charges will be required between the Town and the Hospital for the operation of the Cooling Center. No fees or charges will be required of the guests using the Cooling Center. All good and services will be provided, in-kind, for the operation of the Cooling Center.
6. TERMINATION: Either Party may terminate this Agreement, with or without cause, by providing at least fourteen (14) days advance written notice of termination to the other Party.
7. INDEMNIFICATION: Each Party shall protect, indemnify, and save harmless the other Party, their officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney and expert witness fees), arising out of or in any way resulting from the negligent acts, errors, or omissions of the Parties, their officers, employees, and agents in performing this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
8. NOTICES: Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or register mail, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Party:

To Coupeville: Mayor Molly Hughes  
Town of Coupeville  
4 NE Seventh Street  
Coupeville, WA 98239

To Hospital: Executive of Nursing  
Whidbey Health Medical Center  
101 North Main Street  
Coupeville, WA 98239

9. **ENTIRE AGREEMENT:** This writing is intended to incorporate the entire agreement of the Parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Agreement may not be amended, modified or changed in any respect, except in writing signed by both Parties.

10. **RECORDING:** The Town shall record this Agreement with the Auditor of Island County as required by statute or, alternatively, the Agreement shall be listed by subject on each agency's website as required by RCW 39.34.040.

11. **SEVERABILITY:** Should any clause, phrase, sentence or paragraph of the Agreement or its application to any Party or circumstance be declared invalid or void by a court or competent jurisdiction, the remaining provisions of this Agreement and/or their application to other Parties and circumstances, not declared invalid or void, shall remain in full forces and effect.

**TOWN OF COUPEVILLE  
CENTER**

**WHIDBEY HEALTH MEDICAL**

\_\_\_\_\_  
Molly Hughes, Mayor

**ATTEST:**

\_\_\_\_\_  
Kelly Beech, Clerk Treasurer

**ATTEST:**

\_\_\_\_\_



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## STAFF REPORT

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**DATE:** July 21, 2022  
**TO:** Town Council  
**FROM:** Mayor Molly Hughes  
**RE:** Street Crack Seal Work

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Council,

The Transportation Improvement Board (TIB) contacted Kelly Riepma and said they had extra money for crack seal repairs and encouraged he to apply, but they wanted to distribute the money quickly to get the work done this summer.

Kelly and her crew do crack seal maintenance on our streets every year however TIB encouraged her to contract for the work and get more done. Kelly went out to bid for work on most of our streets (see map attached to the invitation to bid), turned it into TIB and they approved it!

We are required to have the standard 5% match for TIB, but this will be less than we had in the budget this year to purchase the crack seal material. So, we are getting a whole lot more streets sealed, our staff does not have to do the work so they can continue with other summer projects, and it's going to cost the Town less money.

Win, win, win!

**Staff Recommendation:** Mayor recommends a motion authorizing the Mayor to sign a limited Public Works Contract with Central Paving for \$24,000 for crack seal work on town streets to be completed by September 2, 2022.

**LIMITED PUBLIC WORKS CONTRACT (Under \$35,000)**

**THIS LIMITED PUBLIC WORKS CONTRACT** (“Contract”) is made and entered into by and between the Town of   Coupeville  , Washington, a Washington State municipal corporation (“Town”), and   Central Paving  , a Washington   LLC   (“Contractor”) [LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., **LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State**] .

**WHEREAS**, the project includes all labor, materials and equipment to clean cracks and joints and apply crack seal material on various project areas in accordance with the WSDOT Standard Specification and

**WHEREAS**, the Contractor and the Town desire to enter into this Contract for said work in accordance with the terms and conditions of this Contract.

**NOW, THEREFORE**, in consideration of the terms, conditions and agreements contained herein, the Town and Contractor agree as follows:

**1.     Scope of Work—the Project.**

The Contractor shall perform, carry out and complete the Crack Seal Project 2022 (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than September 2, 2022.

**2.     Contract Documents.**

The following documents are incorporated into the Contract by this reference:

- A.    Plans and Contract Drawings.
- B.    Scope of Work.
- C.    Proposal/Bid Submittal (attached).
- D.    Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- E.    WSDOT Amendments to the Standard Specifications (referenced but not attached)

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

**3.     Commencement of Work.**

- A.     Work shall not proceed under this Contract until the following conditions have been met by the Contractor:
- B.     Contract has been signed and fully executed by the parties.

C. The Contractor has provided the Town with the certificates of insurance required under Section 22.

D. The Contractor has provided the Town with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the Town's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the Town shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

**4. Time is of the Essence/Liquidated Damages.**

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the Town as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

**5. Payment for Project.**

A. Total Contract Sum for Project. Excluding approved changes orders, the Town shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed \$24,000.00 (twenty-four thousand dollars) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

B. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the Town. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The Town shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. Payments. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the Town's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The Town shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. Payments for Alterations and/or Additions. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. Final Payment. As a Limited Public Works project under \$35,000, the Town shall not require a payment and performance bond if requested by Contractor and the Town shall not withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the Town shall retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance or until the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the Town.
2. An Affidavit by the Contractor is on file with the Town that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid
3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the Town, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
4. The Contractor shall provide the Town with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Town as being one hundred percent (100%) complete.

H. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the Town in finishing the work, and all damages sustained by the Town or which may be sustained by the Town or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the Town to the Contractor. If the Town's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the Town and shall pay such difference to the Town. Such expense and damages shall include all reasonable legal expenses and costs incurred by the Town to protect the rights and interests of the Town under the Contract.

I. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of Town and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the Town, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by

representatives of Town and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

**6. Term of Contract.**

The term of this Contract shall commence upon full execution of this Contract by the Town and Contractor and shall terminate upon final payment by the Town to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

**7. Termination of Contract.**

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The Town may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

**8. Status of Contractor.**

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the Town. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of Town employment nor shall claim against the Town any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the Town.

**9. Permits.**

The Contractor will apply for, pay for and obtain any and all Town, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

**10. Work Ethic.**

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

**11. Town Ownership of Work Products.**

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the Town. Contractor shall provide the Town with paper and electronic copies of all work products in possession or

control of Contractor at the request of final payment from Contractor or upon written request from the Town.

**12. Job Safety.**

A. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

**13. Prevailing Wages.**

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

**14. Taxes and Assessments.**

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

**15. Nondiscrimination Provision.**

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the Town in the future unless the Contractor demonstrate to the satisfaction of the Town that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

**16. The Americans with Disabilities Act.**

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

**17. Compliance With Law.**

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

**18. Guarantee of Work.**

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The Town will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the Town until the work or equipment is repaired or replaced by the Contractor and accepted by the Town. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the Town with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the Town.

**19. Contractor's Risk of Loss.**

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**20. Indemnification and Hold Harmless.**

A. The Contractor shall indemnify, defend and hold the Town, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors,

officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the Town shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the Town for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the Town and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Town, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## **21. Insurance.**

### **A. Insurance Term.**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

### **B. No Limitation**

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy available at law or in equity.

### **C. Minimum Scope of Insurance.**

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Town shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Town using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4.  Required. Builders Risk insurance covering interests of the Town, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the Town upon written request by the Contractor and written acceptance by the Town. Any increased deductibles accepted by the Town will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the Town.

5.  Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The Town shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the Town evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

**D. Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3.  Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4.  Required. Contractors Pollution Liability shall be written in the amounts set forth above.

**E. Public Entity Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

**F. Other Insurance Provisions.**

The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance, self-insurance, or insurance pool coverage maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute with it.

**G. Acceptability of Insurers.**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

#### **H. Verification of Coverage.**

The Contractor shall furnish the Town with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

Required. Before any exposure to loss may occur, the Contractor shall file with the Town a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

Required. Before any exposure to loss may occur, the Contractor shall file with the Town a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

#### **I. Contractor's Insurance for Other Losses.**

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

#### **J. Subcontractors.**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

#### **K. Waiver of Subrogation.**

The Contractor and the Town waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

#### **L. Notice of Cancellation of Insurance.**

The Contractor shall provide the Town and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

**M. Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Town may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Town on demand, or at the sole discretion of the Town, offset against funds due the Contractor from the Town.

**22. Assignment and Subcontractors.**

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the Town.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the Town and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the Town in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the Town may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the Town by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the Town shall not constitute a waiver of any right of the Town to reject defective work or work not in conformance with the contract documents. If the Town, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

**23. Severability.**

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**24. Integration and Supersession.**

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

**25. Non-Waiver.**

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

**26. Survival.**

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

**27. Contract Representatives and Notices.**

This Contract shall be administered for the Town by the Public Works Superintendent Kelly Riepma, and shall be administered for the Contractor by the Contractor's Contract Representative, Sam Slothower, Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To Town:

Kelly Riepma  
Public Works Superintendent  
Town of Coupeville  
4 NE 7<sup>th</sup> Street  
Coupeville, WA 98239  
360-678-4461 ext. 110

To Contractor:

Sam Slothower  
Project Manager  
Central Paving, LLC  
1410 W Dolarway Road  
Ellensburg, WA 98926  
509-899-3117

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**28. Third Parties.**

The Town and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

**29. Governing Law.**

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

**30. Venue.**

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

**31. Attorney Fees**

Should either the Town or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

**32. Authority**

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the Town represents and warrants that he or she has been fully authorized by the Town to execute this Contractor on its behalf and to legally bind the Town to all the terms, performances and provisions of this Contractor.

**33. Counterparts.**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

**Town of Coupeville**

**Central Paving, LLC.**

By \_\_\_\_\_  
Molly Hughes, Mayor

By \_\_\_\_\_

Approved as to form:

Attest:

\_\_\_\_\_  
Grant K. Weed, Town Attorney

\_\_\_\_\_  
Kelly Beech, Town Clerk

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

\_\_\_\_\_  
Town

\_\_\_\_\_  
Contractor

**ATTACHMENTS:**

## **INVITATION TO BID**

**June 29, 2022**

**TO:** Qualified Contractors on the Small Works Roster

**FROM:** Kelly Riepma, Public Works Superintendent

**RE:** Crack Seal Project 2022

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### **Project Description:**

The project includes all labor, materials and equipment to clean cracks and joints and apply crack seal material on various project areas in accordance with the WSDOT Standard Specification Section 5-03, except as modified below.

#### 5-04.1 Description

Add the following to the end of Section 5-04.1:

Contractor shall clean and apply joint seal on all cracks and joints of ¼" to 1" width on streets within the identified project areas. No mechanical routing or sawing is required for cleaning work under this contract.

Contractor shall conduct work in the order of priority shown on Exhibit A, beginning with Crack Seal Area Red, then Orange and lastly Blue.

#### 5-04.5 Measurement

Supplement Section 5-04.5 with the following:

"Crack Sealing ¼ inch to 1 inch in width - LF" will be measured by the linear foot along the line of the cracks.

Contractor and owner shall measure cracks as work progresses and determine a quantity for each designated crack seal area prior to proceeding to the next crack seal area. Work shall be completed and cease when the bid quantity of work is completed.

#### 5-04.5 Payment

Supplement Section 5-04.5 with the following:

All labor and materials to clean and apply joint seal shall be paid for under the bid item "Crack Sealing ¼ inch to 1 inch in width - LF", per linear foot.

Contractor will provide traffic control during work. Traffic control shall consist of rolling closures of street segments as applicable to the work areas. Closures will generally be limited to one city block or one intersection at a time.

The Town will provide sweeping of surfaces with a street sweeper prior to the contractor starting work on each area. Contractor shall provide at least two business days' notice prior to starting each area.

Contractor agrees to perform all the work described in the Invitation To Bid for the following unit price as shown below:

**Bid Items**

No.	Bid Item	Bid Qty	Unit	Unit Bid Price	Total Bid Amount
1	Crack Sealing ¼ inch to 1 inch in width	15,000	LF		

Contractor will commence the work required within a window of August 8<sup>th</sup>, 2022 through September 2<sup>nd</sup>, 2022.

**Bid Submittal:**

All bids must include the Bid Item from above showing the Unit Bid Price and the Total Bid Amount and be received by 3 pm on July 8<sup>th</sup>, 2022. Bids may be received by email ([publicworks@townofcoupeville.org](mailto:publicworks@townofcoupeville.org)), in person at Town Hall (4 NE 7<sup>th</sup> Street Coupeville, WA 98239) or by mail (4 NE 7<sup>th</sup> Street Coupeville, WA 98239). All bids must be clearly labeled: Crack Seal Project 2022.

All questions should be submitted by email to Kelly Riepma at [publicworks@townofcoupeville.org](mailto:publicworks@townofcoupeville.org). Questions must be submitted no later than 11am on July 8<sup>th</sup>, 2022.

**Additional Notes:**

This ITB does not commit the Town of Coupeville to pay any costs incurred in the submission of the bid or in making any necessary studies or analysis in preparation of submission of the bid.

The Town of Coupeville reserves the right without limitation to:

1. Enter into an agreement with another Contractor in the event that the originally selected Contractor defaults or fails to execute an agreement with the Town of Coupeville;
2. Modify and re-issue the ITB;
3. Take action regarding the ITB as may be deemed to be in the best interest of the Town of Coupeville.

The Town of Coupeville reserves the right to verify any information provided during the ITB process. The Town of Coupeville may contact references listed or any other person known to have contracted with the Contractor.

An agreement shall not be binding or valid with the Town of Coupeville unless and until it is executed by authorized representatives of the Town of Coupeville and of the Contractor.

While it is the intent of the Town of Coupeville to proceed with this project, this solicitation does not obligate the Town of Coupeville to enter into an Agreement. The Town of Coupeville retains the right to cancel this ITB at any time should the project be cancelled, the Town of Coupeville loses the required funding, or it is deemed in the best interest of the Town of Coupeville. No obligation either expressed or implied, exists on the part of the Town of Coupeville to make an award or to pay any cost incurred in the preparation or submission of the bid.

Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.

Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the Town of Coupeville may award the contract to the next qualified Respondent.

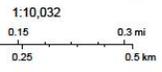
**Proof of insurance in the amount of \$1,000,000 will be required as part of the award.**

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Award, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

Payment will be made within 30 days of the project being accepted as complete by the Town.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252,42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, color, national origin, or sex in consideration of an award.

# Exhibit A





**TOWN OF COUPEVILLE**  
Coupeville, Washington  
**PAYROLL & A/P VOUCHER APPROVAL**  
for  
Council Meeting of July 26, 2022

Payroll transactions and Vouchers: #36669 to #36704 as attached; for a total of \$119,947.48.

A/P transactions and Vouchers: #36705 to #36760 as attached; for a total of \$85,702.21.

STATE OF WASHINGTON )

) §

COUNTY OF ISLAND )

We, 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 Town of Coupeville and that we are authorized to authenticate and certify to said claim.

\_\_\_\_\_  
Clerk-Treasurer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Council Member

Approved by Council

Approved by Council with the following exceptions/instructions:

**RECOMMENDATION:**

A motion to approve June 2022 payroll transactions and warrants #36669 to #36704 as attached; for a total of \$119,947.48, and July 2022 A/P #36705 to #36760 as attached; for a total of \$85,702.21

<b>June 2022 Payroll</b>	
<b>Name</b>	<b>Amount</b>
36669	\$1,389.28
36700	\$4,273.00
36701	\$14,989.35
36702	\$380.51
36703	\$2,191.29
36704	\$14,780.86
EFTPS	\$20,648.06
<b>2022 June-Draw</b>	
Beech, Kelly M	\$2,300.00
Campbell, Nathan	\$1,500.00
Grogan, Joseph Michael	\$1,000.00
Gubata, Allison	\$1,112.80
Lynn, Jesse	\$1,300.00
Wadlington, Jimmy R	\$1,400.00
<b>2022-June Regular</b>	
Abney, Bonnie M	\$572.37
Austin, Scott T	\$3,541.55
Beech, Kelly M	\$3,292.89
Campbell, Nathan	\$2,198.38
Engelbrecht, Joshua J	\$3,345.68
Grogan, Joseph Michael	\$4,354.71
Gubata, Allison	\$2,145.71
Hughes, Molly J	\$4,354.60
Keeler, Donna M	\$5,638.42
Lang, Robert S	\$3,049.46
Lynn, Jesse	\$2,796.35
Peterson, Dominic J	\$3,094.25
Richter, Anthony P	\$3,890.73
Riepma, Kelly R	\$4,457.01
Ringenberg, James Pepper	\$3,992.19
Wadlington, Jimmy R	\$1,958.03
<b>Total</b>	<b>\$ 119,947.48</b>

<b>July 2022 A/P</b>	
<b>Number</b>	<b>Amount</b>
36705	\$579.35
36706	\$87.65
36707	\$404.88
36708	\$360.05
36709	\$2,864.00
36710	\$1,032.65
36711	\$679.19
36712	\$482.83
36713	\$1,995.75
36714	\$1,140.00
36715	\$3,974.44
36716	\$302.09
36717	\$125.00
36718	\$5,000.00
36719	\$94.87
36720	\$7,958.24
36721	\$407.45
36722	\$271.71
36723	\$690.06
36724	\$301.74
36725	\$211.91
36726	\$29.97
36727	\$11,411.42
36728	\$1,650.00
36729	\$249.50
36730	\$237.90
36731	\$59.79
36732	\$590.00
36733	\$2,991.15
36734	\$50.00
36735	\$319.15
36736	\$24.51
36737	\$188.28
36738	\$3,513.48
36739	\$119.86
36740	\$521.76
36741	\$211.00
36742	\$22.84
36743	\$2,879.00
36744	\$5,243.75
36745	\$272.25
36746	\$56.45
36747	\$138.65
36748	\$8,360.82
36749	\$289.04
36750	\$59.84
36751	\$1,440.00
36752	\$66.73
36753	\$15.00
36754	\$9.52
36755	\$134.49
36756	\$36.73
36757	\$268.99
36758	\$2,912.70
36759	\$600.00
36760	\$186.49
WA DOR - June & July Excise Tax	\$11,564.29
WATCH - New Hire	\$13.00
<b>Total</b>	<b>\$85,702.21</b>



# Voucher Directory

Fiscal : 2022 - July  
Council Date : All

Vendor	Number	Reference	Account Number	Description	Amount
<b>Ashley's Design &amp; Whidbey Sports</b>	<b>36705</b>			<b>2022 - July - Manuals</b>	
		9571			
			<b>NET Supplies</b>		
			001-000-000-525-60-31-00	Office/oper Supplies-Emer Svcs	\$579.35
		<b>Total 9571</b>			<b>\$579.35</b>
	<b>Total 36705</b>				<b>\$579.35</b>
<b>Total Ashley's Design &amp; Whidbey Sports</b>					<b>\$579.35</b>
<b>AT&amp;T Mobility</b>	<b>36706</b>			<b>2022 - July - Manuals</b>	
		<b>287277984647X07062022</b>			
			001-000-000-558-50-42-00	Communications Bldg	\$29.22
			410-000-000-534-00-42-00	Communication - Water	\$29.22
			420-000-000-535-00-42-00	Communication - Sewer	\$29.21
		<b>Total 287277984647X07062022</b>			<b>\$87.65</b>
	<b>Total 36706</b>				<b>\$87.65</b>
<b>Total AT&amp;T Mobility</b>					<b>\$87.65</b>
<b>Beech, Kelly</b>	<b>36707</b>			<b>2022 - July - Manuals</b>	
		<b>Mar-June 2022 FSA</b>			
			<b>Haiden Beech</b>		
			631-000-000-589-40-00-00	Withdrawals	\$404.88
		<b>Total Mar-June 2022 FSA</b>			<b>\$404.88</b>
	<b>Total 36707</b>				<b>\$404.88</b>
<b>Total Beech, Kelly</b>					<b>\$404.88</b>
<b>Campbell, Nathan</b>	<b>36708</b>			<b>2022 - July - Manuals</b>	
		<b>DHCERP-NC March 22</b>			
			631-000-000-589-40-00-00	Withdrawals	\$142.70
		<b>Total DHCERP-NC March 22</b>			<b>\$142.70</b>
		<b>NC05302022</b>			
			<b>Clothing Allowance</b>		
			410-000-000-534-00-49-99	Clothing Reimbursement - Water	\$45.64

Vendor	Number	Reference	Account Number	Description	Amount
			420-000-000-535-00-49-99	Clothing Reimbursement - Sewer	\$171.71
		<b>Total NC05302022</b>			<b>\$217.35</b>
	<b>Total 36708</b>				<b>\$360.05</b>
<b>Total Campbell, Nathan</b>					<b>\$360.05</b>
<b>Central Whidbey Island Fire &amp; Rescue</b>					
	<b>36709</b>			<b>2022 - July - Manuals</b>	
		<b>2022-Q2</b>			
			<b>Fire Inspections</b>		
			001-000-000-522-20-40-00	Fire Dist 5 Contract - Fire	\$2,864.00
		<b>Total 2022-Q2</b>			<b>\$2,864.00</b>
	<b>Total 36709</b>				<b>\$2,864.00</b>
<b>Total Central Whidbey Island Fire &amp; Rescue</b>					<b>\$2,864.00</b>
<b>Coast Controls &amp; Automation, Inc.</b>					
	<b>36710</b>			<b>2022 - July - Manuals</b>	
		<b>54202</b>			
			420-000-000-535-00-41-92	Sewer - Professional Services - Utilities	\$1,032.65
		<b>Total 54202</b>			<b>\$1,032.65</b>
	<b>Total 36710</b>				<b>\$1,032.65</b>
<b>Total Coast Controls &amp; Automation, Inc.</b>					<b>\$1,032.65</b>
<b>Comcast (CA)</b>					
	<b>36711</b>			<b>2022 - July - Manuals</b>	
		<b>8498300220168328 - July 2022</b>			
			<b>Internet &amp; Phone</b>		
			001-000-000-575-50-42-00	Communication - Com Ctr	\$178.84
		<b>Total 8498300220168328 - July 2022</b>			<b>\$178.84</b>
		<b>8498300990009140 - July 2022</b>			
			<b>Internet &amp; Phone</b>		
			001-000-000-518-10-42-00	Communication - Shop	\$113.59
			001-000-000-518-90-42-00	Communication - CS	\$116.59
			420-000-000-535-00-42-00	Communication - Sewer	\$270.17
		<b>Total 8498300990009140 - July 2022</b>			<b>\$500.35</b>
	<b>Total 36711</b>				<b>\$679.19</b>
<b>Total Comcast (CA)</b>					<b>\$679.19</b>

Vendor	Number	Reference	Account Number	Description	Amount
<b>Comcast Business (PA)</b>	<b>36712</b>				
			<b>2022 - July - Manuals</b>		
		<b>150258219</b>			
			<b>Phones Shop</b>		
			001-000-000-518-10-42-00	Communication - Shop	\$82.76
		<b>Total 150258219</b>			<b>\$82.76</b>
		<b>150258420</b>			
			<b>Phones Town Hall</b>		
			001-000-000-518-90-42-00	Communication - CS	\$400.07
		<b>Total 150258420</b>			<b>\$400.07</b>
	<b>Total 36712</b>				<b>\$482.83</b>
<b>Total Comcast Business (PA)</b>					<b>\$482.83</b>
<b>Davido Consulting Group, Inc.</b>	<b>36713</b>				
			<b>2022 - July - Manuals</b>		
		<b>41990</b>			
			<b>Plan Review</b>		
			001-000-000-558-60-41-00	Prof Services - Planning	\$1,995.75
		<b>Total 41990</b>			<b>\$1,995.75</b>
	<b>Total 36713</b>				<b>\$1,995.75</b>
<b>Total Davido Consulting Group, Inc.</b>					<b>\$1,995.75</b>
<b>Edge Analytical Inc.</b>	<b>36714</b>				
			<b>2022 - July - Manuals</b>		
		<b>22-15750</b>			
			420-000-000-535-00-41-92	Sewer - Professional Services - Utilities	\$172.00
			420-000-014-535-00-41-92	PSNG - (Puget Sound Nutrient Grant) - Professional Services	\$172.00
		<b>Total 22-15750</b>			<b>\$344.00</b>
		<b>22-18377</b>			
			<b>WWTP/PSNGP</b>		
			420-000-000-535-00-41-92	Sewer - Professional Services - Utilities	\$155.00
			420-000-014-535-00-41-92	PSNG - (Puget Sound Nutrient Grant) - Professional Services	\$155.00
		<b>Total 22-18377</b>			<b>\$310.00</b>
		<b>22-18553</b>			
			<b>WTP</b>		
			410-000-000-534-00-49-00	Water - Misc. Service	\$88.00
		<b>Total 22-18553</b>			<b>\$88.00</b>
		<b>22-18882</b>			
			<b>WWTP/PSNGP</b>		
			420-000-000-535-00-41-92	Sewer - Professional Services - Utilities	\$155.00
			420-000-014-535-00-41-92	PSNG - (Puget Sound Nutrient Grant) - Professional Services	\$155.00
		<b>Total 22-18882</b>			<b>\$310.00</b>

Vendor	Number	Reference	Account Number	Description	Amount
		<b>22-19554</b>			
			<b>PSNGP</b>		
			420-000-014-535-00-41-92	PSNG - (Puget Sound Nutrient Grant) - Professional Services	\$88.00
		<b>Total 22-19554</b>			<b>\$88.00</b>
	<b>Total 36714 36741</b>				<b>\$1,140.00</b>
				<b>2022 - July - Regular A/P</b>	
		<b>22-19404</b>			
			<b>PSNGP/WWTP</b>		
			420-000-000-535-00-41-92	Sewer - Professional Services - Utilities	\$92.50
			420-000-014-535-00-41-92	PSNG - (Puget Sound Nutrient Grant) - Professional Services	\$92.50
		<b>Total 22-19404</b>			<b>\$185.00</b>
		<b>22-21889</b>			
			<b>WTP</b>		
			410-000-000-534-00-49-00	Water - Misc. Service	\$26.00
		<b>Total 22-21889</b>			<b>\$26.00</b>
	<b>Total 36741</b>				<b>\$211.00</b>
<b>Total Edge Analytical Inc.</b>					<b>\$1,351.00</b>
				<b>2022 - July - Manuals</b>	
	<b>Frontier Building Supply 36715</b>				
		<b>3719455</b>			
			<b>Community Garden</b>		
			001-000-000-576-90-31-00	Office & Operating Supplies-Community Garden	\$23.90
		<b>Total 3719455</b>			<b>\$23.90</b>
		<b>3719525</b>			
			<b>Grace St. Planters</b>		
			001-000-000-576-80-31-01	Regular Maintenance & Upgrades - Parks	\$3,796.15
		<b>Total 3719525</b>			<b>\$3,796.15</b>
		<b>3747175</b>			
			<b>WWTP</b>		
			420-000-000-535-00-31-92	Sewer - Office & Operating - Utilities	\$7.47
		<b>Total 3747175</b>			<b>\$7.47</b>
		<b>3747735</b>			
			<b>WWTP</b>		
			420-000-000-535-00-31-92	Sewer - Office & Operating - Utilities	\$6.93
		<b>Total 3747735</b>			<b>\$6.93</b>
		<b>3750045</b>			
			<b>Grace St. Benches</b>		
			001-000-000-576-80-31-01	Regular Maintenance & Upgrades - Parks	\$29.98
		<b>Total 3750045</b>			<b>\$29.98</b>

Vendor	Number	Reference	Account Number	Description	Amount
		<b>824234</b>			
			<b>Shop Gate</b>		
			001-000-000-518-10-31-01	Regular Maintenance & Upgrades - Town Shop	\$110.01
		<b>Total 824234</b>			<b>\$110.01</b>
	<b>Total 36715</b>				
	<b>36742</b>				<b>\$3,974.44</b>
			<b>2022 - July - Regular A/P</b>		
		<b>3753195</b>			
			<b>WWTP</b>		
			420-000-000-535-00-31-92	Sewer - Office & Operating - Utilities	\$8.44
		<b>Total 3753195</b>			<b>\$8.44</b>
		<b>827277</b>			
			<b>WTP</b>		
			410-000-000-534-00-31-92	Water - Office & Operating - Utilities	\$7.47
		<b>Total 827277</b>			<b>\$7.47</b>
		<b>827308</b>			
			<b>WTP/Navy</b>		
			410-000-000-534-00-31-92	Water - Office & Operating - Utilities	\$3.46
			410-000-002-534-00-31-00	Navy O&M - Supplies	\$3.47
		<b>Total 827308</b>			<b>\$6.93</b>
	<b>Total 36742</b>				<b>\$22.84</b>
	<b>Total Frontier Building Supply</b>				<b>\$3,997.28</b>
	<b>GreatAmerica Financial Services</b>				
	<b>36716</b>				
			<b>2022 - July - Manuals</b>		
		<b>31985125</b>			
			<b>Copier Lease</b>		
			001-000-000-518-90-45-00	Rentals & Leases - CS	\$302.09
		<b>Total 31985125</b>			<b>\$302.09</b>
	<b>Total 36716</b>				<b>\$302.09</b>
	<b>Total GreatAmerica Financial Services</b>				<b>\$302.09</b>
	<b>I Can See Clearly Now</b>				
	<b>36717</b>				
			<b>2022 - July - Manuals</b>		
		<b>32225T0625A</b>			
			001-000-000-518-90-41-00	Professional Services CS	\$125.00
		<b>Total 32225T0625A</b>			<b>\$125.00</b>
	<b>Total 36717</b>				<b>\$125.00</b>
	<b>Total I Can See Clearly Now</b>				<b>\$125.00</b>

Vendor	Number	Reference	Account Number	Description	Amount
<b>Island County Historical Society</b>	<b>36718</b>			<b>2022 - July - Manuals</b>	
		<b>TPG2022-05</b>			
			<b>2% Grant</b>		
			104-000-000-557-30-49-01	Contracts - Tourism	\$5,000.00
		<b>Total TPG2022-05</b>			<b>\$5,000.00</b>
	<b>Total 36718</b>				<b>\$5,000.00</b>
<b>Total Island County Historical Society</b>					<b>\$5,000.00</b>
<b>Island County Planning &amp; Community Development</b>	<b>36719</b>			<b>2022 - July - Manuals</b>	
		<b>HPC 2022-2</b>			
			<b>Q1 &amp; Q2</b>		
			001-000-000-558-60-44-00	Advertising Plan	\$94.87
		<b>Total HPC 2022-2</b>			<b>\$94.87</b>
	<b>Total 36719</b>				<b>\$94.87</b>
<b>Total Island County Planning &amp; Community Development</b>					<b>\$94.87</b>
<b>Island County Public Works</b>	<b>36743</b>			<b>2022 - July - Regular A/P</b>	
		<b>6945</b>			
			<b>WWTP</b>		
			420-000-000-535-00-47-05	Biosolid Disposal - Sewer	\$2,879.00
		<b>Total 6945</b>			<b>\$2,879.00</b>
	<b>Total 36743</b>				<b>\$2,879.00</b>
<b>Total Island County Public Works</b>					<b>\$2,879.00</b>
<b>Island County Treasurer</b>	<b>36720</b>			<b>2022 - July - Manuals</b>	
		<b>2nd Qtr 2022 Joint &amp; Payroll</b>			
			<b>District Court</b>		
			001-000-000-512-50-40-00	Jail & District Court - Court	\$7,586.60
		<b>Total 2nd Qtr 2022 Joint &amp; Payroll</b>			<b>\$7,586.60</b>
		<b>2nd Qtr 2022 Rent</b>			
			<b>Municipal Court</b>		
			001-000-000-512-50-45-00	Rentals & Leases - Court	\$371.64
		<b>Total 2nd Qtr 2022 Rent</b>			<b>\$371.64</b>
	<b>Total 36720</b>				<b>\$7,958.24</b>
<b>Total Island County Treasurer</b>					<b>\$7,958.24</b>

Vendor	Number	Reference	Account Number	Description	Amount
<b>Island County Treasurer-Isl Cty Prosecuting Atty</b>	<b>36721</b>			<b>2022 - July - Manuals</b>	
		<b>Qtr 2 2022 ICPA</b>			
			<b>Interlocal Agreement Prosecution Services</b>		
			001-000-000-512-50-41-01	Professional Services - County	\$407.45
		<b>Total Qtr 2 2022 ICPA</b>			<b>\$407.45</b>
	<b>Total 36721</b>				<b>\$407.45</b>
<b>Total Island County Treasurer-Isl Cty Prosecuting Atty</b>					<b>\$407.45</b>
<b>Lynn, Jesse</b>	<b>36722</b>			<b>2022 - July - Manuals</b>	
		<b>JL06082022</b>			
			<b>Clothing Allowance</b>		
			410-000-000-534-00-49-99	Clothing Reimbursement - Water	\$152.16
			420-000-000-535-00-49-99	Clothing Reimbursement - Sewer	\$119.55
		<b>Total JL06082022</b>			<b>\$271.71</b>
	<b>Total 36722</b>				<b>\$271.71</b>
<b>Total Lynn, Jesse</b>					<b>\$271.71</b>
<b>MAKERS Architecture &amp; Urban Design LLP</b>	<b>36744</b>			<b>2022 - July - Regular A/P</b>	
		<b>2120-10</b>			
			<b>Comp Plan</b>		
			001-000-000-518-90-41-01	Professional Svcs - Special Project	\$5,243.75
		<b>Total 2120-10</b>			<b>\$5,243.75</b>
	<b>Total 36744</b>				<b>\$5,243.75</b>
<b>Total MAKERS Architecture &amp; Urban Design LLP</b>					<b>\$5,243.75</b>
<b>NCL Of Wisconsin, Inc.</b>	<b>36745</b>			<b>2022 - July - Regular A/P</b>	
		<b>468090</b>			
			<b>WWTP</b>		
			420-000-000-535-00-31-92	Sewer - Office & Operating - Utilities	\$272.25
		<b>Total 468090</b>			<b>\$272.25</b>
	<b>Total 36745</b>				<b>\$272.25</b>
<b>Total NCL Of Wisconsin, Inc.</b>					<b>\$272.25</b>
<b>Oasys Inc</b>	<b>36723</b>			<b>2022 - July - Manuals</b>	
		<b>TH66573</b>			
			<b>Copier</b>		
			001-000-000-518-90-45-00	Rentals & Leases - CS	\$690.06
		<b>Total TH66573</b>			<b>\$690.06</b>
	<b>Total 36723</b>				<b>\$690.06</b>
<b>Total Oasys Inc</b>					<b>\$690.06</b>

Vendor	Number	Reference	Account Number	Description	Amount
<b>ODP Business Solutions LLC</b>	<b>36724</b>			<b>2022 - July - Manuals</b>	
		<b>247032972001</b>			
			<b>Planning Name Plates</b>		
			001-000-000-558-60-31-00	Office & Operating Plan	\$103.20
		<b>Total 247032972001</b>			<b>\$103.20</b>
		<b>252091298001</b>			
			<b>Town Hall Supplies</b>		
			001-000-000-518-90-31-00	Office & Operating CS	\$126.61
		<b>Total 252091298001</b>			<b>\$126.61</b>
		<b>252113006001</b>			
			<b>Shop Supplies</b>		
			001-000-000-518-10-31-00	Office & Operating Shop	\$43.03
		<b>Total 252113006001</b>			<b>\$43.03</b>
		<b>252113007001</b>			
			<b>Town Hall Supplies</b>		
			001-000-000-518-90-31-00	Office & Operating CS	\$28.90
		<b>Total 252113007001</b>			<b>\$28.90</b>
	<b>Total 36724</b>				<b>\$301.74</b>
<b>Total ODP Business Solutions LLC</b>					<b>\$301.74</b>
<b>Office Depot</b>	<b>36746</b>			<b>2022 - July - Regular A/P</b>	
		<b>253898386001</b>			
			<b>Supplies</b>		
			001-000-000-518-90-31-00	Office & Operating CS	\$41.32
		<b>Total 253898386001</b>			<b>\$41.32</b>
		<b>253898622001</b>			
			<b>Supplies</b>		
			001-000-000-518-90-31-00	Office & Operating CS	\$15.13
		<b>Total 253898622001</b>			<b>\$15.13</b>
	<b>Total 36746</b>				<b>\$56.45</b>
<b>Total Office Depot</b>					<b>\$56.45</b>
<b>PAPE Machinery</b>	<b>36725</b>			<b>2022 - July - Manuals</b>	
		<b>13614796</b>			
			410-000-000-534-00-31-02	Vehicles & Equipment Maintenance	\$205.21
		<b>Total 13614796</b>			<b>\$205.21</b>
		<b>13639664</b>			
			410-000-000-534-00-31-02	Vehicles & Equipment Maintenance	\$6.70
		<b>Total 13639664</b>			<b>\$6.70</b>
	<b>Total 36725</b>				<b>\$211.91</b>

Vendor	Number	Reference	Account Number	Description	Amount
	<b>36747</b>			<b>2022 - July - Regular A/P</b>	
		<b>13659483</b>			
			<b>V-41</b>		
			410-000-000-534-00-31-02	Vehicles & Equipment Maintenance	\$58.99
			420-000-000-535-00-31-02	Vehicle & Equipment Maintenance	\$58.99
		<b>Total 13659483</b>			<b>\$117.98</b>
		<b>13685556</b>			
			<b>V-41</b>		
			410-000-000-534-00-31-02	Vehicles & Equipment Maintenance	\$10.34
			420-000-000-535-00-31-02	Vehicle & Equipment Maintenance	\$10.33
		<b>Total 13685556</b>			<b>\$20.67</b>
	<b>Total 36747</b>				<b>\$138.65</b>
<b>Total PAPE Machinery</b>					<b>\$350.56</b>
<b>Prairie Center Red Apple</b>					
	<b>36726</b>			<b>2022 - July - Manuals</b>	
		<b>28JUN2022</b>			
			<b>WWTP</b>		
			420-000-000-535-00-31-92	Sewer - Office & Operating - Utilities	\$29.97
		<b>Total 28JUN2022</b>			<b>\$29.97</b>
	<b>Total 36726</b>				<b>\$29.97</b>
<b>Total Prairie Center Red Apple</b>					<b>\$29.97</b>
<b>Puget Sound Energy</b>					
	<b>36727</b>			<b>2022 - July - Manuals</b>	
		<b>200013296450-July22</b>			
			<b>WWTP</b>		
			420-000-000-535-00-47-00	Utilities - Sewer	\$4,441.96
		<b>Total 200013296450-July22</b>			<b>\$4,441.96</b>
		<b>220009680129-July22</b>			
			<b>Madrona St. Light</b>		
			101-000-000-542-63-47-00	Utilities - Street Lighting	\$11.60
		<b>Total 220009680129-July22</b>			<b>\$11.60</b>
		<b>220013703743-July22</b>			
			<b>St. Lights</b>		
			101-000-000-542-63-47-00	Utilities - Street Lighting	\$1,627.24
		<b>Total 220013703743-July22</b>			<b>\$1,627.24</b>
		<b>220020104935-July22</b>			
			<b>Alexander &amp; Coveland St. Light</b>		
			101-000-000-542-63-47-00	Utilities - Street Lighting	\$12.37
		<b>Total 220020104935-July22</b>			<b>\$12.37</b>
		<b>220021717461-July22</b>			
			<b>Ft. Casey</b>		
			410-000-000-534-00-47-00	Utilities - Water	\$5,318.25
		<b>Total 220021717461-July22</b>			<b>\$5,318.25</b>
	<b>Total 36727</b>				<b>\$11,411.42</b>

Vendor	Number	Reference	Account Number	Description	Amount
	<b>36748</b>			<b>2022 - July - Regular A/P</b>	
		<b>200002603542-July</b>			
			<b>Reservoir Telemetry</b>		
			410-000-000-534-00-47-00	Utilities - Water	\$11.58
		<b>Total 200002603542-July</b>			<b>\$11.58</b>
		<b>200005235540-July</b>			
			<b>Well-04</b>		
			410-000-000-534-00-47-00	Utilities - Water	\$28.07
		<b>Total 200005235540-July</b>			<b>\$28.07</b>
		<b>200005603689-July</b>			
			<b>Well-07</b>		
			410-000-000-534-00-47-00	Utilities - Water	\$39.20
		<b>Total 200005603689-July</b>			<b>\$39.20</b>
		<b>200006097865-July</b>			
			<b>Rec Hall</b>		
			001-000-000-575-50-47-00	Utilities - Com Ctr	\$97.80
		<b>Total 200006097865-July</b>			<b>\$97.80</b>
		<b>200009098936-July</b>			
			<b>Kitchen</b>		
			001-000-000-576-80-47-00	Utilities - Parks	\$18.27
		<b>Total 200009098936-July</b>			<b>\$18.27</b>
		<b>200011418114-July</b>			
			<b>Pavilion</b>		
			001-000-000-576-80-47-00	Utilities - Parks	\$10.89
		<b>Total 200011418114-July</b>			<b>\$10.89</b>
		<b>200013296450-July</b>			
			<b>WWTP</b>		
			420-000-000-535-00-47-00	Utilities - Sewer	\$2,549.72
		<b>Total 200013296450-July</b>			<b>\$2,549.72</b>
		<b>200015370790-July</b>			
			<b>Shop</b>		
			001-000-000-518-10-47-00	Utilities - Shop	\$87.53
		<b>Total 200015370790-July</b>			<b>\$87.53</b>
		<b>200015416577-July</b>			
			<b>Town Hall</b>		
			001-000-000-518-90-47-00	Utilities - CS	\$178.88
		<b>Total 200015416577-July</b>			<b>\$178.88</b>
		<b>200017824224-July</b>			
			<b>Lift Station Well#6</b>		
			410-000-000-534-00-47-00	Utilities - Water	\$14.15
			420-000-000-535-00-47-00	Utilities - Sewer	\$268.89
		<b>Total 200017824224-July</b>			<b>\$283.04</b>
		<b>200020235921-July</b>			
			<b>Front St. Lift</b>		
			420-000-000-535-00-47-00	Utilities - Sewer	\$222.03
		<b>Total 200020235921-July</b>			<b>\$222.03</b>

Vendor	Number	Reference	Account Number	Description	Amount
		<b>200020236119-July</b>			
		<b>Well 1-08</b>			
			410-000-000-534-00-47-00	Utilities - Water	\$1,603.20
		<b>Total 200020236119-July</b>			<b>\$1,603.20</b>
		<b>200020236523-July</b>			
		<b>Cooks Corner</b>			
			001-000-000-576-80-47-00	Utilities - Parks	\$10.89
		<b>Total 200020236523-July</b>			<b>\$10.89</b>
		<b>200021137886-July</b>			
		<b>WTP</b>			
			410-000-000-534-00-47-00	Utilities - Water	\$86.44
		<b>Total 200021137886-July</b>			<b>\$86.44</b>
		<b>220000466767-July</b>			
		<b>Lauren's Woods</b>			
			420-000-000-535-00-47-00	Utilities - Sewer	\$44.34
		<b>Total 220000466767-July</b>			<b>\$44.34</b>
		<b>220020028084-July</b>			
		<b>Restrooms</b>			
			001-000-000-576-80-47-00	Utilities - Parks	\$92.25
		<b>Total 220020028084-July</b>			<b>\$92.25</b>
		<b>220021717461-July</b>			
		<b>Ft. Casey</b>			
			410-000-000-534-00-47-00	Utilities - Water	\$2,996.69
		<b>Total 220021717461-July</b>			<b>\$2,996.69</b>
	<b>Total 36748</b>				<b>\$8,360.82</b>
<b>Total Puget Sound Energy</b>					<b>\$19,772.24</b>
<b>Renaes Videography and Cleaning</b>					
	<b>36728</b>				
		<b>2022 - July - Manuals</b>			
		<b>2022-May-June</b>			
		<b>Videography &amp; Cleaning</b>			
			001-000-000-511-60-41-00	Professional Services Council	\$750.00
			001-000-000-518-90-41-00	Professional Services CS	\$450.00
			001-000-000-575-50-41-00	Professional Services Com Ctr	\$450.00
		<b>Total 2022-May-June</b>			<b>\$1,650.00</b>
	<b>Total 36728</b>				<b>\$1,650.00</b>
<b>Total Renaes Videography and Cleaning</b>					<b>\$1,650.00</b>
<b>Sound Publishing Inc</b>					
	<b>36729</b>				
		<b>2022 - July - Manuals</b>			
		<b>8070402</b>			
			001-000-000-511-60-44-00	Advertising Council	\$249.50
		<b>Total 8070402</b>			<b>\$249.50</b>
	<b>Total 36729</b>				<b>\$249.50</b>

Vendor	Number	Reference	Account Number	Description	Amount	
	<b>36749</b>		<b>2022 - July - Regular A/P</b>			
		<b>WNT957541</b>				
			<b>6yr TIP HRG</b>			
			001-000-000-511-60-44-00	Advertising Council	\$134.54	
		<b>Total WNT957541</b>			<b>\$134.54</b>	
		<b>WNT958399</b>				
			<b>Planning Commission Mtg. Notice</b>			
			001-000-000-558-60-44-00	Advertising Plan	\$120.00	
		<b>Total WNT958399</b>			<b>\$120.00</b>	
		<b>WNT958582</b>				
			<b>Notice of Ord #778</b>			
			001-000-000-511-60-44-00	Advertising Council	\$34.50	
		<b>Total WNT958582</b>			<b>\$34.50</b>	
	<b>Total 36749</b>				<b>\$289.04</b>	
<b>Total Sound Publishing Inc</b>					<b>\$538.54</b>	
<b>Staples Advantage</b>						
	<b>36730</b>		<b>2022 - July - Manuals</b>			
		<b>3511358195</b>				
			<b>Parks</b>			
			001-000-000-576-80-31-00	Office & Operating Parks	\$148.91	
		<b>Total 3511358195</b>			<b>\$148.91</b>	
		<b>3511358196</b>				
			<b>Parks</b>			
			001-000-000-576-80-31-00	Office & Operating Parks	\$88.99	
		<b>Total 3511358196</b>			<b>\$88.99</b>	
	<b>Total 36730</b>				<b>\$237.90</b>	
<b>Total Staples Advantage</b>					<b>\$237.90</b>	
<b>Surety Pest Control</b>						
	<b>36731</b>		<b>2022 - July - Manuals</b>			
		<b>218628813</b>				
			<b>Water Prof Sewer</b>			
			410-000-000-534-00-41-92	Water - Professional Services - Utilities	\$59.79	
		<b>Total 218628813</b>			<b>\$59.79</b>	
	<b>Total 36731</b>				<b>\$59.79</b>	
	<b>36750</b>		<b>2022 - July - Regular A/P</b>			
		<b>220039771</b>				
			<b>Keystone Hill</b>			
			410-000-000-534-00-41-92	Water - Professional Services - Utilities	\$59.84	
		<b>Total 220039771</b>			<b>\$59.84</b>	
	<b>Total 36750</b>				<b>\$59.84</b>	
<b>Total Surety Pest Control</b>					<b>\$119.63</b>	

Vendor	Number	Reference	Account Number	Description	Amount
<b>Thompson, Guildner &amp; Associates Inc. P.S.</b>					
	<b>36732</b>			<b>2022 - July - Manuals</b>	
		1179			
			001-000-000-515-41-41-00	Professional Services Legal	\$590.00
		<b>Total 1179</b>			<b>\$590.00</b>
	<b>Total 36732</b>				<b>\$590.00</b>
<b>Total Thompson, Guildner &amp; Associates Inc. P.S.</b>					
<b>\$590.00</b>					
<b>Tjoelker Enterprises, Inc.</b>					
	<b>36751</b>			<b>2022 - July - Regular A/P</b>	
		1404			
			<b>WWTP</b>		
			420-000-000-535-00-47-05	Biosolid Disposal - Sewer	\$1,440.00
		<b>Total 1404</b>			<b>\$1,440.00</b>
	<b>Total 36751</b>				<b>\$1,440.00</b>
<b>Total Tjoelker Enterprises, Inc.</b>					
<b>\$1,440.00</b>					
<b>Transient</b>					
	<b>36733</b>			<b>2022 - July - Manuals</b>	
		73325		<b>Coral Sales Co.</b>	
			001-000-000-576-80-31-01	Regular Maintenance & Upgrades - Parks	\$2,991.15
		<b>Total 73325</b>			<b>\$2,991.15</b>
	<b>Total 36733</b>				<b>\$2,991.15</b>
	<b>36734</b>			<b>2022 - July - Manuals</b>	
		<b>CabaretRefundReceipt28048</b>		<b>Meet Market LLC</b>	
			001-000-000-321-99-00-01	Cabaret License	\$50.00
		<b>Total CabaretRefundReceipt28048</b>			<b>\$50.00</b>
	<b>Total 36734</b>				<b>\$50.00</b>
	<b>36752</b>			<b>2022 - July - Regular A/P</b>	
		1452.0		<b>Wilburn Young</b>	
			410-000-000-343-40-00-24	Water Service	\$66.73
		<b>Total 1452.0</b>			<b>\$66.73</b>
	<b>Total 36752</b>				<b>\$66.73</b>
	<b>36753</b>			<b>2022 - July - Regular A/P</b>	
		1979.0		<b>Carolyn Kroon</b>	
			410-000-000-343-40-00-24	Water Service	\$15.00
		<b>Total 1979.0</b>			<b>\$15.00</b>
	<b>Total 36753</b>				<b>\$15.00</b>
	<b>36754</b>			<b>2022 - July - Regular A/P</b>	
		3155.0 July		<b>Nathaniel Rand</b>	
			410-000-000-343-40-00-24	Water Service	\$9.52
		<b>Total 3155.0 July</b>			<b>\$9.52</b>
	<b>Total 36754</b>				<b>\$9.52</b>

Vendor	Number	Reference	Account Number	Description	Amount
	<b>36755</b>			<b>2022 - July - Regular A/P</b>	
		<b>3198.0</b>		<b>Zane Thompson</b>	
			410-000-000-343-40-00-24	Water Service	\$134.49
		<b>Total 3198.0</b>			<b>\$134.49</b>
	<b>Total 36755</b>				<b>\$134.49</b>
	<b>36756</b>			<b>2022 - July - Regular A/P</b>	
		<b>3419.0</b>		<b>Riepma &amp; Mottet Construction LLC</b>	
			410-000-000-343-40-00-24	Water Service	\$36.73
		<b>Total 3419.0</b>			<b>\$36.73</b>
	<b>Total 36756</b>				<b>\$36.73</b>
<b>Total Transient</b>					<b>\$3,303.62</b>
<b>USA Blue Book</b>					
	<b>36735</b>			<b>2022 - July - Manuals</b>	
		<b>23039</b>			
			<b>WTP</b>		
			410-000-000-534-00-31-92	Water - Office & Operating - Utilities	\$89.01
		<b>Total 23039</b>			<b>\$89.01</b>
		<b>7963</b>			
			<b>WTP</b>		
			410-000-000-534-00-31-92	Water - Office & Operating - Utilities	\$82.98
		<b>Total 7963</b>			<b>\$82.98</b>
		<b>7964</b>			
			410-000-000-534-00-31-92	Water - Office & Operating - Utilities	\$103.95
		<b>Total 7964</b>			<b>\$103.95</b>
		<b>7965</b>			
			<b>WTP</b>		
			410-000-000-534-00-31-92	Water - Office & Operating - Utilities	\$43.21
		<b>Total 7965</b>			<b>\$43.21</b>
	<b>Total 36735</b>				<b>\$319.15</b>
	<b>36757</b>			<b>2022 - July - Regular A/P</b>	
		<b>39876</b>			
			<b>Navy</b>		
			410-000-000-534-00-31-92	Water - Office & Operating - Utilities	\$77.98
			410-000-002-534-00-31-00	Navy O&M - Supplies	\$191.01
		<b>Total 39876</b>			<b>\$268.99</b>
	<b>Total 36757</b>				<b>\$268.99</b>
<b>Total USA Blue Book</b>					<b>\$588.14</b>
<b>Utilities Underground Location Center</b>					
	<b>36736</b>			<b>2022 - July - Manuals</b>	
		<b>2060715</b>			
			410-000-000-534-00-41-00	Water - Professional Services	\$12.26

Vendor	Number	Reference	Account Number	Description	Amount
			420-000-000-535-00-41-00	Sewer - Professional Services	\$12.25
		<b>Total 2060715</b>			<b>\$24.51</b>
	<b>Total 36736</b>				<b>\$24.51</b>
<b>Total Utilities Underground Location Center</b>					<b>\$24.51</b>
<b>Vac-Tank/Western Services</b>					
	<b>36758</b>			<b>2022 - July - Regular A/P</b>	
		<b>1967</b>			
			<b>WWTP</b>		
			420-000-000-535-00-47-06	Biosolids Shipping - Sewer	\$2,912.70
		<b>Total 1967</b>			<b>\$2,912.70</b>
	<b>Total 36758</b>				<b>\$2,912.70</b>
<b>Total Vac-Tank/Western Services</b>					<b>\$2,912.70</b>
<b>Verizon</b>					
	<b>36737</b>			<b>2022 - July - Manuals</b>	
		<b>9909908352-June 22</b>			
			<b>Navy O&amp;M Contract</b>		
			410-000-002-534-00-42-00	Navy O&M Contract - Communication	\$188.28
		<b>Total 9909908352-June 22</b>			<b>\$188.28</b>
	<b>Total 36737</b>				<b>\$188.28</b>
<b>Total Verizon</b>					<b>\$188.28</b>
<b>VISA</b>					
	<b>36738</b>			<b>2022 - July - Manuals</b>	
		<b>7843-Sound Publishing June</b>			
			<b>Seasonal Maintenance &amp; Waterer</b>		
			001-000-000-514-20-44-00	Advertising Adm	\$452.00
		<b>Total 7843-Sound Publishing June</b>			<b>\$452.00</b>
		<b>7850-AmazonAPRIL</b>			
			<b>Shop</b>		
			410-000-000-534-00-31-00	Water - Office & Operating (Global)	\$123.52
		<b>Total 7850-AmazonAPRIL</b>			<b>\$123.52</b>
		<b>7850-AmazonJune</b>			
			<b>Street Patching</b>		
			101-000-000-542-30-48-00	Repair & Maintenance - Roadway	\$46.61
		<b>Total 7850-AmazonJune</b>			<b>\$46.61</b>
		<b>7850-FC-July 2022</b>			
			<b>Finance Charge</b>		
			001-000-000-514-20-41-00	Professional Services Adm	\$10.12
		<b>Total 7850-FC-July 2022</b>			<b>\$10.12</b>

Vendor	Number	Reference	Account Number	Description	Amount
		<b>7850-Gate House</b>			
		<b>Gate Opener Parts WWTP</b>			
			420-000-000-535-00-48-00	Sewer - Repairs & Maintenance	\$397.42
		<b>Total 7850-Gate House</b>			<b>\$397.42</b>
		<b>7850-Home DepotJune</b>			
		<b>Light Batteries</b>			
			001-000-000-518-10-31-01	Regular Maintenance & Upgrades - Town Shop	\$25.62
		<b>Total 7850-Home DepotJune</b>			<b>\$25.62</b>
		<b>7850-Home DepotJune1</b>			
		<b>Emergency Lighting</b>			
			410-000-000-534-00-31-02	Vehicles & Equipment Maintenance	\$6.22
			410-000-000-534-00-31-92	Water - Office & Operating - Utilities	\$87.51
			420-000-000-535-00-31-02	Vehicle & Equipment Maintenance	\$12.45
			430-000-000-531-00-31-02	Vehicle & Equipment Maintenance	\$6.22
		<b>Total 7850-Home DepotJune1</b>			<b>\$112.40</b>
		<b>7850-MH Service &amp; Supply</b>			
		<b>EV Chargers</b>			
			001-000-000-575-50-48-00	Repair & Maintenance - Com Ctr	\$344.52
			001-000-000-576-80-31-01	Regular Maintenance & Upgrades - Parks	\$172.26
			001-000-000-576-80-31-01	Regular Maintenance & Upgrades - Parks	\$775.18
		<b>Total 7850-MH Service &amp; Supply</b>			<b>\$1,291.96</b>
		<b>7876-AmazonJune</b>			
		<b>WWTP</b>			
			410-000-000-534-00-31-92	Water - Office & Operating - Utilities	\$235.04
			420-000-000-535-00-31-92	Sewer - Office & Operating - Utilities	\$29.34
			420-000-000-535-00-31-92	Sewer - Office & Operating - Utilities	\$125.61
		<b>Total 7876-AmazonJune</b>			<b>\$389.99</b>
		<b>7876-FC Credit</b>			
		<b>Credit Finance Charge</b>			
			001-000-000-514-20-41-00	Professional Services Adm	(\$18.26)
		<b>Total 7876-FC Credit</b>			<b>(\$18.26)</b>
		<b>7884-AED Superstore</b>			
		<b>Adult Replacement Cartridge</b>			
			001-000-000-521-20-31-00	Office & Operating Police	\$100.30
		<b>Total 7884-AED Superstore</b>			<b>\$100.30</b>
		<b>7884-AmazonJune</b>			
		<b>Replacement FilterAir Purifier</b>			
			001-000-000-518-90-31-00	Office & Operating CS	\$30.43
		<b>Total 7884-AmazonJune</b>			<b>\$30.43</b>
		<b>7884-AmazonJune1</b>			
		<b>Dog Tag License Rings</b>			
			001-000-000-518-90-31-00	Office & Operating CS	\$8.69
		<b>Total 7884-AmazonJune1</b>			<b>\$8.69</b>

Vendor	Number	Reference	Account Number	Description	Amount
		<b>7884-AmazonJune2</b>			
			<b>Prime Membership Fee</b>		
			001-000-000-518-90-41-00	Professional Services CS	\$151.09
		<b>Total 7884-AmazonJune2</b>			<b>\$151.09</b>
		<b>7884-DropboxJune</b>			
			<b>Permits</b>		
			001-000-000-514-20-49-00	Miscellaneous - Adm	\$21.73
		<b>Total 7884-DropboxJune</b>			<b>\$21.73</b>
		<b>7884-GoTo</b>			
			<b>Go-To Meeting</b>		
			001-000-000-518-90-41-00	Professional Services CS	\$41.31
		<b>Total 7884-GoTo</b>			<b>\$41.31</b>
		<b>7884-ICC</b>			
			<b>ICC Membership</b>		
			001-000-000-558-50-41-00	Professional Services - Bldg	\$185.00
		<b>Total 7884-ICC</b>			<b>\$185.00</b>
		<b>7884-Total Wireless June</b>			
			<b>Utilities Cell Phone</b>		
			410-000-000-534-00-42-00	Communication - Water	\$27.21
			420-000-000-535-00-42-00	Communication - Sewer	\$27.21
		<b>Total 7884-Total Wireless June</b>			<b>\$54.42</b>
		<b>7884-VistaPrintJune</b>			
			<b>Letterhead</b>		
			001-000-000-518-90-31-00	Office & Operating CS	\$89.13
		<b>Total 7884-VistaPrintJune</b>			<b>\$89.13</b>
	<b>Total 36738</b>				<b>\$3,513.48</b>
<b>Total VISA</b>					<b>\$3,513.48</b>
<b>WA ST Department of Ecology Water</b>					
	<b>36759</b>			<b>2022 - July - Regular A/P</b>	
		<b>LAU-WA-W711-22</b>			
			<b>WWTP</b>		
			420-000-000-535-00-49-00	Sewer - Misc. Service	\$600.00
		<b>Total LAU-WA-W711-22</b>			<b>\$600.00</b>
	<b>Total 36759</b>				<b>\$600.00</b>
<b>Total WA ST Department of Ecology Water</b>					<b>\$600.00</b>
<b>WA ST Dept Of Revenue</b>					
	<b>EFT ACH-1</b>			<b>2022 - July - Regular A/P</b>	
		<b>July 2022 Excise</b>			
			410-000-000-534-00-40-01	Water Excise Tax	\$189.75
			410-000-000-534-00-40-01	Water Excise Tax	\$5,696.12
			420-000-000-535-00-40-01	Sewer Excise Tax	\$910.12
			420-000-000-535-00-40-01	Sewer Excise Tax	\$1,122.29
			430-000-000-531-00-40-01	Stormwater Excise Tax	\$859.82
		<b>Total July 2022 Excise</b>			<b>\$8,778.10</b>

Vendor	Number	Reference	Account Number	Description	Amount
		<b>June 2022 Excise</b>			
			001-000-000-514-20-41-00	Professional Services Adm	\$232.88
			410-000-000-534-00-40-01	Water Excise Tax	\$1,506.38
			420-000-000-535-00-31-92	Sewer - Office & Operating - Utilities	\$60.39
			420-000-000-535-00-40-01	Sewer Excise Tax	\$344.93
			420-000-000-535-00-40-01	Sewer Excise Tax	\$212.21
			430-000-000-531-00-40-01	Stormwater Excise Tax	\$171.40
			430-000-000-531-00-40-01	Stormwater Excise Tax	\$258.00
		<b>Total June 2022 Excise</b>			<b>\$2,786.19</b>
	<b>Total EFT ACH-1</b>				<b>\$11,564.29</b>
<b>Total WA ST Dept Of Revenue</b>					<b>\$11,564.29</b>
<b>WA State DOL</b>					
	<b>EFT Payment 6/24/2022 2:27:45 PM - 1</b>		<b>2022 - July - Manuals</b>		
	<b>New Hire - Waterbury</b>				
		<b>New Hire Driver Chek</b>			
			001-000-000-514-20-41-00	Professional Services Adm	\$13.00
	<b>Total New Hire - Waterbury</b>				<b>\$13.00</b>
	<b>Total EFT Payment 6/24/2022 2:27:45 PM - 1</b>				<b>\$13.00</b>
<b>Total WA State DOL</b>					<b>\$13.00</b>
<b>Wadlington, Jimmy</b>					
	<b>36760</b>	<b>2022 - July - Regular A/P</b>			
		<b>061622</b>			
		<b>Cert Testing</b>			
			410-000-000-534-00-41-92	Water - Professional Services - Utilities	\$104.00
				Exam Fee	
			410-000-000-534-00-43-92	Water - Travel - Utilities	\$82.49
				Mileage	
		<b>Total 061622</b>			<b>\$186.49</b>
	<b>Total 36760</b>				<b>\$186.49</b>
<b>Total Wadlington, Jimmy</b>					<b>\$186.49</b>
<b>Whidbey Auto Parts</b>					
	<b>36739</b>	<b>2022 - July - Manuals</b>			
		<b>061622-V41</b>			
			410-000-000-534-00-31-02	Vehicles & Equipment Maintenance	\$47.95
			420-000-000-535-00-31-02	Vehicle & Equipment Maintenance	\$47.95
		<b>Total 061622-V41</b>			<b>\$95.90</b>
		<b>070522-V42</b>			
			001-000-000-576-80-31-02	Vehicle & Equipment Maintenance	\$2.40
			410-000-000-534-00-31-02	Vehicles & Equipment Maintenance	\$9.58
			420-000-000-535-00-31-02	Vehicle & Equipment Maintenance	\$4.79

Vendor	Number	Reference	Account Number	Description	Amount
			430-000-000-531-00-31-02	Vehicle & Equipment Maintenance	\$7.19
		<b>Total 070522-V42</b>			<b>\$23.96</b>
	<b>Total 36739</b>				<b>\$119.86</b>
<b>Total Whidbey Auto Parts</b>					<b>\$119.86</b>
<b>Whidbey Weekly LLC</b>					
	<b>36740</b>				
				<b>2022 - July - Manuals</b>	
		<b>14883</b>			
			<b>NET Packets</b>		
			001-000-000-525-60-31-00	Office/oper Supplies-Emer Svcs	\$521.76
		<b>Total 14883</b>			<b>\$521.76</b>
	<b>Total 36740</b>				<b>\$521.76</b>
<b>Total Whidbey Weekly LLC</b>					<b>\$521.76</b>
<b>Grand Total</b>		<b>Vendor Count</b>	<b>45</b>		<b>\$85,702.21</b>



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## STAFF REPORT

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**DATE:** July 21, 2022  
**TO:** Town Council  
**FROM:** Mayor Molly Hughes  
**RE:** Traffic Changes to South Main Street and Grace Street

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Council,

A group of residents and farmers that live and work on Engle Road contacted me and said they were working with the County to try and accomplish two things:

1. Reduce the speed limit on ALL of Engle Road to 35 mph from the Coupeville Ferry Terminal to the town limits.
2. To make all of this stretch of Engle a 'no passing' zone.

They wanted to know if the Town would support this effort. I told them I would check with the Council but since we have an ongoing problem with speeders near the town limits, and with the Boys and Girls Club going in, I thought you would be in favor of these changes. At that point I realized that South Main Street, from the School District Bus Barn to the town limits is a passing zone!!! See attached map.

I am suggesting we change this area to no passing. Even if the Engle group is not successful getting the County to make their two requested changes, I believe this spot in Town should be 'no passing.' I am checking with our engineer to see if there is any reason, we cannot do this.

We also need to change Grace Street, bordering the Rec Hall parking lot, to a two-way street. Because we are closing the northern most part of Grace Street for our Parklet, we are taking away public egress from the property owners who abut the Parklet. See the black box on the attached map. Parking here is for employees and residents only, and they can exit through the Rec Hall parking lot, but still, we cannot take away public egress and force people to use private property (Rec Hall). Well, we can with egress agreements, but is easier and safer to make this small section of Grace Street two-way. Our engineer has confirmed that the street is wide enough at this point to support two lanes of traffic. Kelly Riepma will remove the one-way street sign, install a stop sign, paint a stop bar on the street, and probably add one more sign stating "dead end" or "no through street".

I can answer any questions at our meeting. Thank you.

**Staff Recommendation: No action necessary, discussion only**



CHS

Boys and Girls Club

Senior Park

Senior Park

Town Limits

