



TOWN COUNCIL MEETING
Island County Hearing Room
June 9, 2026
6:00 pm

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CHANGES AND APPROVAL OF AGENDA

APPROVAL OF MINUTES

- Minutes for Council meeting on May 26, 2026

MAYOR'S REPORT

PRESENTATION – Sno-Isle Library – Executive Director Eric Howard

Award winning Coupeville Library Manager Emily Felt

AUDIENCE INPUT*

NEW BUSINESS

1. Approve contract with Planeteria Media for new town website
2. Approve Conditional Use Permit for large accessory building
3. Approve Agreement with the Coupeville Festival Association for improvements to Volunteer Park
4. Approve May 2026 Payroll and A/P

STAFF REPORTS

COUNCIL REPORTS

DISCUSSION – Comprehensive Plan and Development Regulations

AUDIENCE INPUT*

ADJOURN

**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. Audience input is limited to 3 minutes per person. Input requiring more lengthy comment is best submitted in writing. Audience input should not be used to support a candidate or ballot measure, as this is prohibited by law*

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

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

In the event of technical issues, the virtual attendance option is not guaranteed.

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
May 26, 2026
6:00pm

CALL TO ORDER

At 6:00pm, Mayor Hughes called the meeting to order and led the Council in reciting the Pledge of Allegiance.

PRESENT

Mayor Molly Hughes, Councilmembers Jenny Bright, Rick Walti, Kristo Allred, Evan Henrich, and Jackie Henderson

STAFF PRESENT

Deputy Clerk Chris Jolly, Community Planning Director Josh Pitts, and Public Works Director Joe Grogan

APPROVAL OF AGENDA

The agenda of the May 26, 2026 Regular Meeting was approved as submitted.

APPROVAL OF MINUTES

The minutes of the May 12, 2026 Regular Meeting were approved as submitted.

MAYOR'S REPORT

- Mayor Hughes reported that the Town has received the Scope of Work from Wilson Engineering for traffic calming projects on Terry Rd, Broadway, and Parker Rd.
- Mayor Hughes reported that work is set to begin soon on improvements to the Grace Street Parklet. Improvements include raising the elevation to eliminate sidewalk curbs, adding pavers, addressing stormwater flow, and new benches.
- Mayor Hughes reported that she is working on an agreement with the Coupeville Festival Association for the beautification of the Johnson Lot. The agreement will confirm in writing the festival association's plan and obligations, and the Town's maintenance obligations.
- Mayor Hughes reported that she and Public Works Director Grogan gave a presentation to the Island County Commissioners about the CEDS grant application for the Parker Rd. sewer and stormwater line extension.
- Mayor Hughes reported that Public Works Director Grogan and his Public Works Clerk, Hannah, will be attending a training for TIB grant application and reporting process. TIB grants opened last week and they Town plans to apply for an overlay grant and possibly others.
- Mayor Hughes reported that the Renaissance Faire had over 10,000 attendees.
- Mayor Hughes reported that the Memorial Day Fair and Remembrance Ceremony went well, and thanked Lynda Eccles and the Chamber for organizing the parade.

- Mayor Hughes reported that the Revolutionary War Encampment and Reenactment will be on June 6 and 7, and that the Coupeville High School Graduation is on June 6.

AUDIENCE INPUT

- Clara Beier addressed the Council with objections to extending NW Third St. to Broadway. Beier cited speeding concerns on Broadway and the fatalities in recent years at the intersection of Broadway and SR20.
- Jeanette Gulbronsen addressed the Council concerned about extending NW Third St. to Broadway. Gulbronsen claimed the Right-of-Way reduction approved by Council on January 27, 2026, was mislabeled and was really an approval of the street connection. Gulbronsen believes the alleged mislabeling of the agenda item was to keep the neighborhood from raising questions. Gulbronsen asked the Council to vacate the January 27 decision.
- Linda Wandro addressed the Council with concerns about extending NW Third St. to Broadway. Wandro cites speeding and visibility issues with adding a new street connection.
- Kami Hutchins addressed the Council with concerns about extending NW Third St. to Broadway. Hutchins questioned the Town's purchase and resale of a parcel where the Third St. connection would be. Hutchins says extending the street to Broadway would lead to more safety issues.
- Charmaine Hartshorn addressed the Council with concerns about extending NW Third St. to Broadway. Hartshorn says the street extension would important pedestrian trails, and that a reduced right-of-way of forty feet is not sufficient for a road and pedestrian paths. Hartshorn asks the Council for a pedestrian safety study.
- Kathleen Vass addressed the Council about the safety risks to extending NW Third St. to Broadway. Vass is concerned about sightline visibility and requests an independent study be conducted.
- Cecilia Bartram addressed the Council with concerns about extending NW Third St. to Broadway. Bartram believes the Town added the extension of Third St. to the Six-Year Transportation Improvement Plan illegally, and that it should be added to the Comp Plan before going into the TIP.
- Pat Morse addressed the Council with concerns about extending NW Third St. to Broadway. Morse believes the Town should remove the street extension from the TIP, vacate the January 27th Right-of-Way reduction, require independent engineering review, and conduct a neighborhood engagement process.
- Joann Roomes addressed the Council about the NW Third St. concerns. Roomes echoed the sentiments of her neighbors, and gave an anecdote about her cat and how increased traffic will affect his life and safety.
- Tina Lowrey addressed the Council to share her disapproval of extending NW Third St. to Broadway. Lowrey has witnessed deer being hit on Broadway, and many close calls with pedestrians.

- Lynda Eccles addressed the Council to thank the Public Works Department and Town Staff in general for all they do to make the Memorial Day Parade possible.
- Mark Valencia addressed the Council with concerns about extending NW Third St. to Broadway. Valencia asks the Town to pause the project and consider the safety issues and conduct safety studies.
- Justin W. addressed the Council with concerns about extending NW Third St. to Broadway. Justin watches people speed down Broadway regularly and asks the Council who the new road would serve?
- Ricardo Reyes addressed the Council with the idea of making the extension of NW Third St. to Broadway a pedestrian only path.
- Bob Schutt addressed the Council to support the idea Ricardo Reyes posed.
- Mayor Hughes addressed the audience to thank them for their engagement and confirm that an extension of NW Third St. to Broadway is not happening at this time, and when it is time to move on that project, all the necessary studies and input gathering will be done.

NEW BUSINESS

Planeteria Media Professional Services Agreement

Approval of the Professional Services Agreement was tabled until the Council next meeting.

Six-Year Transportation Improvement Plan Workshop

Action: A motion was made by Councilmember Henderson, seconded by Councilmember Bright, to approve a special Six-Year Transportation Plan workshop on June 15, at 5:30pm, to be held at the Coupeville Library Meeting Room. The motion passed unanimously.

DISCUSSION

Pride Booth Shifts

The Council briefly discussed and confirmed their shifts for working the Town's booth at the Pride event on June 13, 2026.

Density Bonus for Sustainably Affordable Housing

Community Planning Director, Josh Pitts, presented on code amendments and Comp Plan updates regarding Density Bonuses for Sustainably Affordable Housing. Councilmembers asked questions about infrastructure needs, fair housing statements, and about whether civic organizations would fall under this code as well. The Council did not like the "payment in lieu of.. and off-site construction" language, which Pitts said can easily be removed.

AUDIENCE INPUT

- Charmaine Hartshorn addressed the Council again, grateful that the NW Third St. extension is not imminent. Hartshorn reinforced that the neighborhood wants a collaborative process. Hartshorn also asked who is responsible for mowing around the stormwater detention pond. Public Works Director Grogan confirmed Public Works would take care of it.

ADJOURNMENT

At 8:18pm, Mayor Hughes adjourned the meeting.

Respectfully submitted,

MAYOR

Deputy Clerk Chris Jolly

Molly Hughes



TOWN OF COUPEVILLE

From the Desk of Deputy Clerk Chris Jolly

M E M O R A N D U M

June 9, 2026

TO: Town Council

FROM: Deputy Clerk Chris Jolly

RE: Planeteria Media Contract

Council,

In December 2025, the Town sought Website Redesign proposals, with a deadline of January 30, 2026. The Town received 11 proposals from firms all over the country. Corine, Scott, and I reviewed the 11 proposals and agreed that Planeteria Media was best suited to meet our needs. We have negotiated a contract with Planeteria Media, and our Attorney, Nikki Thompson, has reviewed and approved the contract.

Planeteria Media has designed many websites for municipalities all over Washington State and the rest of the country. They are well versed in municipal website requirements, the Washington Public Records Act (RCW 42.56), and WCAG 2.1 Level AA requirements. They offer staff training on the WCAG 2.1 Level AA requirements so staff can maintain compliance when new information is added to our website.

At the May 26, 2026 meeting, questions were asked about document content indexing and search capabilities. Planeteria Media has confirmed they can add those capabilities to our new website. The initial build price is not affected by the addition, but our annual hosting and maintenance fee will increase slightly due to the size of some of our website documents. However, the Town will make up for that difference every year by not paying WordPress directly for hosting.

Motion: Move to authorize the Mayor to sign a Professional Services Agreement with Planeteria Media for Website Redesign services not to exceed \$28,750, and an ongoing security and maintenance agreement.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF COUPEVILLE AND
PLANETERIA MEDIA
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Town of Coupeville, a Washington State municipal corporation (“Town”) and Planeteria Media a California-based Web Development Company (“Consultant”), licensed to do business in the State of Washington.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the Town with Website Design and Hosting Services. The general terms and conditions of the relationship between the Town and the Consultant are specified in this Agreement. The specific projects will be implemented by a Scope of Services as set forth in **Exhibit “A”**. Special Consideration will be given to the terms outlined in **Exhibit “B”**.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the Town when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The Town may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the Town. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the Town, and upon completion of the work shall become the property of the Town, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the Town.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the Town. Upon request, the Consultant shall tender the work product and summary to the Town. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the Town.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** The term of this Agreement shall commence on the Date of Signature by the Mayor and shall continue until all the process milestones identified in **Exhibit A** have been attained.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the Town.

III.5 **EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Town, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. (Please indicate No or Yes below)

_____ No, employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes, employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the Town is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold Town harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State

retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide Town with all information required by Town to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

b. 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 Consultant and the Town, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

d. The provisions of this section shall survive the expiration or termination of this agreement.

e. Public Records Requests

In addition to Paragraph IV.3 b, when the Town provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the Town its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultant's violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

III.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant 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 - Consultant shall obtain insurance of the types described below:**

- 1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01
 - 2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a 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 Consultant's Commercial General Liability insurance policy with respect to the work performed for the Town using an 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 coverage.
 - 3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4) Professional Liability insurance appropriate to the Consultant's profession.
- d. **The minimum insurance limits shall be as follows:** Consultant shall maintain the following insurance limits:
- 1) Comprehensive General Liability. Insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products completed operations aggregate limit.
 - 2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
 - 4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.
- e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the Town.
- f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant 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 insurance

requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the Town with proof of insurance upon request by the Town.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the Town. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Town. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Town shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Town may, after giving five business days' notice to the Consultant 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 Consultant from the Town.

j. **Public Entity Full Availability of Consultant Limits.** If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant 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 Consultant.

k. **Subcontractors' Insurance.** 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, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Town is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the Town, and further that the Consultant will be barred from performing any services for the Town now or in the future, unless a showing is made satisfactory to the Town that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement,

the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any Town project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

- a. The Consultant and the Town understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of Town employment nor shall claim any related employment benefits, social security, and/or retirement benefits.
- b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to 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 Agreement. In the event the Town is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.
- c. The Town may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the Town of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the Town prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the Town determines in its sole discretion that a conflict is irreconcilable, the Town reserves the right to terminate this Agreement.

III.13 TOWN CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the Town in each instance, the confidences of the Town or any information regarding the Town or services provided to the Town.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

- a. The Consultant shall is responsible for all work

performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

- b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit A:

- c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the Town.

- d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

III.15 ADDITIONAL TERMS

- a. The additional terms and conditions contained in Exhibit B are incorporated by reference.

ARTICLE IV. OBLIGATIONS OF THE TOWN

IV.1 PAYMENTS.

- a. The Consultant shall be paid by the Town for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$28,750 without the written agreement of the Consultant and the Town. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the Town elects to expand the scope of services from that set forth in Exhibit A, the Town shall pay Consultant a mutually agreed amount.

- b. Payment schedule shall be as follows: 25% upon execution of contract, 25% at acceptance of Visual Design, 25% at Beta, and 25% at Website Launch. The Consultant shall submit an invoice to the Town for services performed at each milestone, in a format acceptable to the Town. The Consultant shall maintain time and expense records and provide them to the Town upon request.

IV.2 TOWN APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the Town, which shall not be unreasonably withheld if work has been completed in compliance with the

Scope of Services and Town requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the Town and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the Town and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the Town with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records: The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any Town records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the Town with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices by the Town to Consultant and by the Consultant to the Town shall be sent to the following address:

Town of Coupeville
Attn: Corine Jackson
4 NE Seventh Street
Coupeville, WA, 98239

Planeteria Media
Attn: Tyler Coffin
100 Stony Point Rd. #240
Santa Rosa, CA 95401

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the Town to terminate this Agreement in whole or in part at any time upon thirty (30) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the Town for its convenience, the Town shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment

provisions of Section VI.1.

V.3 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 of arbitration or mediation.

V.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties

V.5 SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.
- b. If any provision of this Agreement 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.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement 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 agreement, covenant or condition of this Agreement, 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 agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Island County, Washington.

V.10 COUNTERPARTS. This Agreement 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 Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2026.

Planeteria Media, Inc.

TOWN OF COUPEVILLE

Tyler Coffin

Molly Hughes, Mayor

Approved as to Form:

Nikki Thompson, Town Attorney

Exhibit A

Scope of Work

Phase One: Discovery

During the Discovery Phase we establish a solid foundation for the project by gaining a deeper understanding of your stakeholders' needs and clarifying project goals. This phase may involve revising the project scope as our team gains a clearer understanding of the requirements and possibilities. As always, our aim is to ensure a comprehensive and well-informed approach to meet your objectives effectively.

I. Questionnaire: Before our working sessions begin, Planeteria will send a structured questionnaire to gather key insights from your team. This tool captures perspectives on audiences, internal workflows, functionality needs, and current pain points.

II. PM Intro Call: During the initial PM-led call, walk through the stakeholder questionnaire together, clarifying responses and identifying any missing information. The PM will also outline next steps, including advising the client to begin updating site content over the coming month. Before the call concludes, the PM will schedule the upcoming Discovery session with the Technical PM, Content Specialist, and the core client team.

III. Discovery Call: In this focused session (up to 1.5 hours) we'll introduce the key team members and review the existing site to identify functionality needs, clarify requirements, and confirm priorities. We'll also address any remaining questionnaire items and set a clear deadline for updating content on the current site. This call ensures all stakeholders share a unified understanding of the project's needs before design and IA begin.

Planeteria Deliverables: Site Walk-Through Meetings

Client Deliverables: Creative Brief Questionnaires Google Analytics Access

Both: Functionality List Scope Additions (As Needed)

Phase Two: Information Architecture

Following the Discovery meeting, Planeteria will deliver a proposed sitemap within a few days, unless the client prefers to present their own structure first. This sitemap serves as the primary Information Architecture deliverable, outlining the content framework and navigation model that will guide design and development.

I. Sitemap: One Round of Review Based on the findings from the Discovery Phase, our UX/UI Designer will develop a sitemap flowchart for each individual site to demonstrate your site's new navigation that clarifies and optimizes your visitors' user journey.

Planeteria Deliverables: Version 1 Sitemap Link Final Sitemap Link

Client Deliverables: Version 1 Sitemap Feedback Final Sitemap Approval

Phase Three: Design

During the Design Phase, Planetaria translates your sitemap and project goals into a visual direction for your new website. Rather than building from scratch, we leverage our library of proven, accessibility-first frameworks designed specifically for local government. Your team selects a framework, and we customize it with your community's branding to deliver a polished, professional look without the cost and timeline of fully custom design.

I. Framework Presentation: In this step, your team will choose from a curated set of professionally designed website frameworks. Our frameworks have been carefully built specifically for local government needs. Each framework is a proven, accessible solution designed with user experience best practices. You'll select the framework that best fits your community's needs.

Planetaria Deliverables: Framework Presentation

Client Deliverables: Template Selection

II. Framework Visual Customization: Planetaria applies your community's branding to the selected framework. We'll incorporate your:

- Logo
- Brand colors
- Typography/font choices

The framework transforms into a branded website for your community while maintaining the accessibility and functionality that make these frameworks effective. The result is a professional solution that serves your residents, businesses, and staff without the time and cost of full custom design.

Planetaria Deliverables: Brand Integration & Style Application to Framework

Client Deliverables: Brand Assets Submission and Mockup Approval

Phase Four: Development

During the Development Phase, Planetaria transforms the approved design into a fully functional website. Our team builds out the CMS environment, configures templates and modules, sets up user permissions, and integrates any required thirdparty tools. The result is a stable, scalable platform ready for content migration and testing.

Planetaria Deliverables: CMS Build, Template Configuration, and Permissions Setup

Client Deliverables: Access to Third-Party Tools and Approvals

Phase Five: Content Migration and Content Design

In this phase, Planetaria transfers and restructures your existing content within the new website. Our team migrates pages, documents, and media from the current site, ensuring accuracy, consistency, and full accessibility. We refine content organization, apply updated formatting styles, and confirm that all links, images, and downloads function properly. Working closely with client staff, we verify that key information—such as departmental content, forms, and public notices—is current

and easy for residents, businesses, and employees to find. The result is a clean, well-organized, user-friendly website ready for public access.

Planeteria Deliverables: Full-Site Content Migration, and Content Design for 10 Pages

Client Deliverables: Content Inventory, Mapping and Workbook

Phase Six: Beta Presentation and Training

In the Beta phase, Planeteria delivers a fully functional draft of the new website based on the approved designs. All templates, modules, and components are built using reliable coding standards to ensure stability, accessibility, and performance. Our team conducts thorough QA across devices and browsers to confirm that layouts, navigation, integrations, ADA compliance, and content display are as intended. Planeteria will then host a detailed Beta presentation to walk the client through the site, review key features, and gather consolidated feedback. After the session, we document and implement required revisions to prepare the site for final launch.

Planeteria Deliverables: Beta Site Draft, Comprehensive QA Testing, Content & Layout Review, Beta Presentation, Feedback Log, Revision Implementation and Training

Client Deliverables: Beta Site Review, Content Verification, Functionality Testing and Approval to Proceed to Launch Prep

Phase Seven: Launch

In the Launch phase, Planeteria prepares the new website for public release through final testing, staff training, and deployment. Our team conducts thorough crossbrowser and device testing to ensure the site performs reliably and meets accessibility and usability standards. Any remaining issues identified during the client's QA review are resolved before go-live. Planeteria will provide a live training session to equip staff with the skills needed to manage and update the site. Once training and approvals are complete, we deploy the site to production and monitor performance for four days post-launch, offering 24-hour support to quickly address any issues.

Planeteria Deliverables: Deployment

Client Deliverables: Launch Authorization

Exhibit B

Additional Terms

Quality Standards

All Services must be satisfactory in the reasonable opinion of Town of Coupeville and in compliance with all applicable federal, state and local laws, regulations and codes. Planeteria Media shall perform the Services in accordance with professional methods, standards and practices.

Confidential and Proprietary Information and Materials

During and after the term of this Agreement, Contractor agrees to (i) maintain as strictly confidential, and (ii) not to use for the benefit of Contractor or any third party, any information obtained from Town of Coupeville or developed in the course of Contractor's Services under this Agreement, which information is of a confidential, private and/or proprietary nature and was not previously known to Contractor or publicly available prior to disclosure of such information to Contractor by Town of Coupeville, or prior to development of such information under this Agreement ("Confidential Information"). Such Confidential Information includes, but is not limited to, information relating to computer programs, processes, methods, devices, trade secrets, Town of Coupeville's, contact information, program pricing and related information. This obligation will cease only when such information becomes publicly available through publication by Town of Coupeville or rightful publication by others. All confidentiality is limited by California law.

Upon the termination of this Agreement, Contractor agrees to transfer and return to Town of Coupeville any materials containing confidential and proprietary information thereof, including all copies, in Contractor's possession, whether prepared by Contractor or others.

If Contractor utilizes subcontractors or employees, Contractor will assure that each subcontractor or employee maintains Confidential Information obtained from Town of Coupeville or developed in the course of Contractor's Services under this Agreement, as set forth above.

Ownership of work product

Town of Coupeville owns and shall continue to own all right, title, and interest in and to: any graphics, text, images and data that are used in Contractor's website and that are either provided by Town of Coupeville or created by Planeteria Media for Town of Coupeville website in accordance with this agreement. To the extent that Planeteria Media creates any website content pursuant to this agreement, such website content shall be treated as a work made for hire to be owned exclusively by Town of Coupeville

Town of Coupeville shall have a perpetual, irrevocable, worldwide, non-assignable right to use, modify, and host the Drupal website(s) created for it by Planeteria Media. Town of Coupeville agrees not to redistribute or resell any reusable elements of the source code to other organizations without expressed written consent. Town of Coupeville will have the ability to run and download its own backups at any time.

Platform maintenance, hosting and support

Planeteria Media will provide an ongoing support and hosting program for the website infrastructure which will define and ensure timely CMS security updates, Section 508/ADA accessibility support, insurance coverage, site reviews, and ongoing training for Town of Coupeville staff.

- **Program cost.** The support and hosting program will be provided to Town of Coupeville annually and for a fee of \$2,550. Consultant will provide the Town an invoice for the support and hosting program, on an annual basis, that is acceptable to the Town
- **Termination.** If Town of Coupeville wishes to terminate the ongoing service program it may do so at any time with no cancellation fee.

Additional Covenants and Responsibilities of Contractor

- Taxes, Benefits and Licenses: Contractor agrees that Contractor is solely responsible for the following:
 - The payment of all federal, state, and local taxes and all appropriate deductions or withholdings;
 - The payment or provision of any unemployment insurance benefits; state disability benefits; workers' compensation insurance benefits; vacation pay, salary or hourly compensation; overtime and/or holiday pay; health, medical, dental or group insurance; or any pension or profit sharing for his/her employees (if any); and
 - obtaining any applicable business or other commercial licenses.
- The parties agree that Contractor is an independent contractor and is not the employee of Town of Coupeville and that nothing herein shall be construed as establishing a contract of employment.

Cooperation by Town of Coupeville

Town of Coupeville agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement



ASSISTANT PLANNER STAFF REPORT

DATE: June 9, 2026
TO: Coupeville Town Council
FROM: Lisa Walsh, Assistant Planner
RE: CUP-26-001

I – PROJECT SUMMARY AND BACKGROUND

The Town of Coupeville received a Conditional Use permit application on May 14, 2026, from Mark Lawrence for an accessory building project at 980 NE Pennington Loop.



Figure 1 – Ten-acre parcel located off Pennington Loop.

The project site and surrounding area is located within Ebey's Review Area 2; there are no historic structures within 300 feet of the subject parcel. This project required a Level B Certificate of Appropriateness (COA) per Coupeville Town Code (CTC) 16.13.110 (A)(8), which states that new residential construction in review area 2, provided this construction is not within one hundred (100) feet of a historic structure, requires a Level B COA, which is an administrative decision issued by the town planner, following consultation with the Reserve Committee. The Reserve Committee met

on May 7, 2026, and reviewed the accessory building, permit COA-26-018; the COA was approved and issued on May 11, 2026 (attached).

A Public Notice sign was posted on the property on May 20, 2026. Notices of Application/Public Hearing were mailed to property owners within 300 feet of the subject parcel and were posted on various community bulletin boards on May 20, 2026. A public notice was printed in the Whidbey News Times on May 23 and May 27, 2026. Staff received three phone calls during the public comment period: one seeking more information and two generally supporting the project. One of the supportive callers also provided testimony at the public hearing. The public hearing was held before the Planning Commission on June 2, 2026. Following the hearing, the Planning Commission voted to recommend approval of the project to the Town Council.

II – PERMIT DATA

Building or Land Use Permit Type	Conditional Use Permit
Application Number	CUP-26-001
Application Date	May 14, 2026
Applicant/Owner	Mark Lawrence

III – SITE DATA

Address	980 NE Pennington Loop			
Parcel Number(s)	R13234-233-2980			
Size of parcel(s)	10.69 acres			
Review Area	Ebey's Review Area 2			
Historic Structure?	Yes		No	X
Proximity to Historic Structures?	Yes		No	X
Zoning Designation	Low-density residential			
Other Site Features	No Critical Areas			

IV – DISCUSSION

The applicant purchased the 10-acre parcel at 980 NE Pennington Loop in December 2025. A few months later, he obtained a demolition permit to remove the existing dilapidated structure and generally clean up the site.

The applicant is requesting a Conditional Use Permit to construct an accessory building in excess of 800 sq ft on a parcel zoned Low-Density Residential, pursuant to Coupeville Town Code (CTC) 16.08.040(B). The proposed structure is a 3,567-square-foot garage intended to complement a new 3,595-square-foot house.

The proposed accessory building is intended to support residential use of the property and is generally consistent with the scale and character of development on nearby properties. A nearby parcel to the northeast, S6420-00-00006-2, has a similarly sized house and accessory structure.

Additionally, several parcels along NE Parker Road in Town limits have similar accessory buildings in design and size.

Staff has determined that the application is complete and appropriate for further review.



Figure 2 – West elevation of proposed building

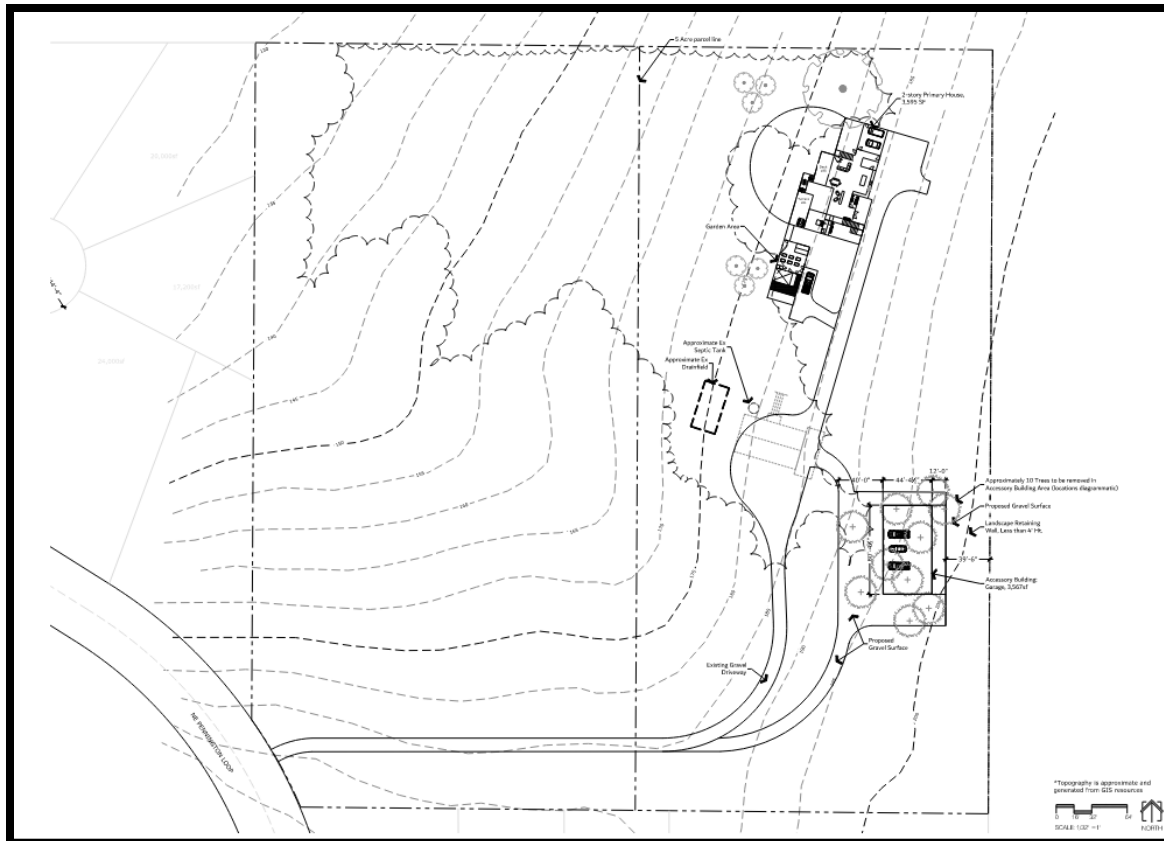


Figure 3 – Site plan for parcel showing future house at the top and garage near the bottom.

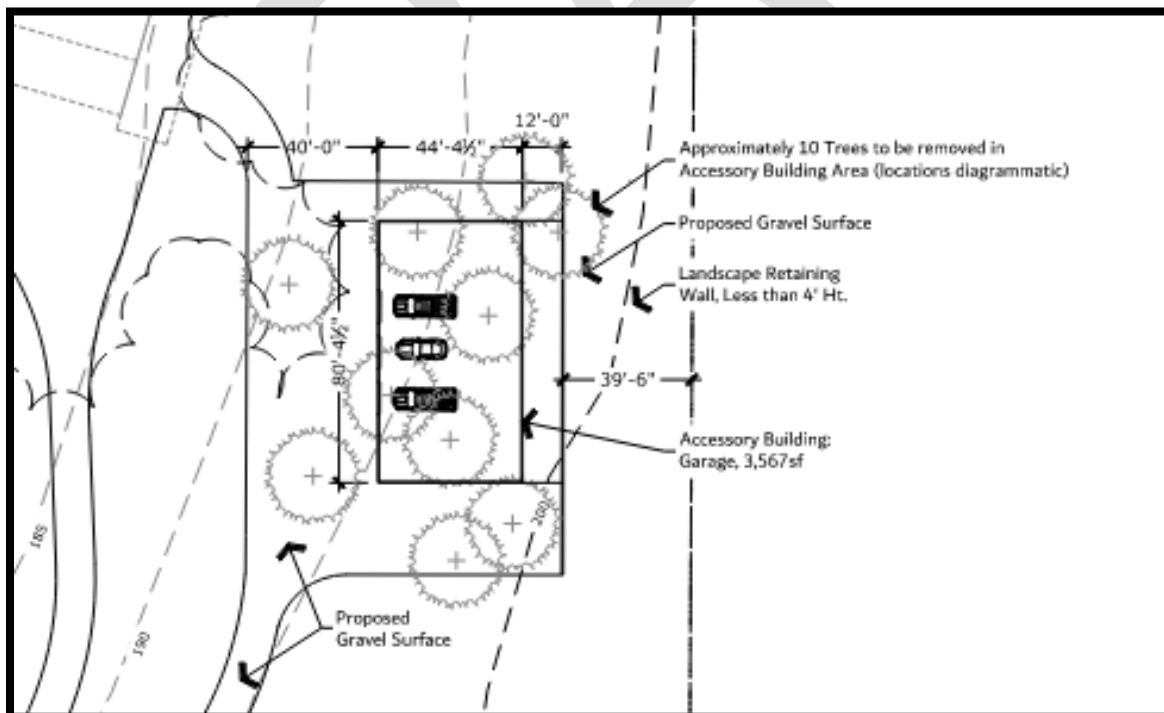


Figure 4 – Future garage measuring 3,567 sq ft.

V – CONCLUSION

Town code currently contains conflicting guidance regarding review authority, and staff has been advised by the Town Attorney to process this application through the Planning Commission, Town Council, and ultimately the Hearing Examiner for final determination.

This project is before the Town Council in compliance with CTC 16.06.050 (F) and CTC 16.14.030 (A), which states that upon receiving recommendation from the Planning Commission, the council shall make a decision. *The town council is assigned authority to approve, approve with conditions or deny an application for a conditional use permit per CTC 16.14.030. If Town Council chooses not to make the final decision, then the permit can be moved to the Hearing Examiner per CTC 2.52.090 (A)(2).*

VI – RECOMMENDED MOTION

For this Conditional Use Permit, Staff recommends that the Town Council approve permit CUP-26-001.

VII – FINDINGS OF FACT AND CONCLUSIONS OF LAW

Based on the analysis above, staff proposes the following findings of fact with respect to application number CUP-26-001:

1. An application was submitted for COA-26-018 on April 24, 2026, for the construction of a new garage located at 980 NE Pennington Loop in Coupeville.
2. The parcel is located in Review Area 2 of Ebey's Landing National Historical Reserve (ELNHR). Per CTC 16.13.110(A)(8), new residential construction in review area 2, provided this construction is not within one hundred (100) feet of a historic structure, requires a Level B COA. The nearest historic structure is the King/McCabe House, which is 350 feet from parcel to parcel.
3. The Reserve Committee discussed the application on May 7, 2026, and determined that the design was appropriate.
4. COA-26-018 was issued by Town staff on May 11, 2026.
5. An application was submitted on May 14, 2026, for Conditional Use Permit CUP-26-001 for the construction of a new garage at 980 NE Pennington Loop.
6. On June 2, 2026, in accordance with CTC 16.06.050(D)(2)(h), a public hearing was held before the Planning Commission. Following the hearing, the Planning Commission voted to recommend approval of the project to the Town Council.
7. On June 9, 2026, in accordance with CTC 16.06.050 (F), Town Council will consider the Planning Commission's recommendation and may approve, approve with conditions, deny, remand the application for further proceedings, or refer to the matter to the Hearing Examiner pursuant to CTC 2.52.090 (A)(2).

VIII – RECOMMENDATION

Based on the foregoing findings, the Town of Coupeville Town Council approves conditional use permit CUP-26-001, pursuant to CTC 16.06.020 this _____ day of _____, 2026 by,

_____.

Molly Hughes

Mayor, Town of Coupeville

Chris Jolly

Deputy Clerk

Attachments:

1. COA-26-018 Determination



Town of Coupeville

Certificate of Appropriateness

File: COA-26-018

Applicant/Owner: Mark Lawrence
Site Address: 980 NE Pennington Loop, Coupeville
Assessor's Parcel #: R13234-233-2980
Application date: April 24, 2026
Decision date: May 11, 2026
Proposal: Construct new garage
Applicable code: Chapter 16.13 CTC
Review: Level B

Findings of fact:

1. An application was submitted for a Certificate of Appropriateness on April 24, 2026, for construction of a new garage located at 980 NE Pennington Loop in Coupeville.
2. The parcel is located in Review Areas 2 of Ebey's Landing National Historical Reserve (ELNHR). Per CTC 16.13.110(A)(8), new residential construction in review area 2, provided this construction is not within one hundred (100) feet of a historic structure, requires a Level B COA. The nearest historic structure is the King/McCabe House, which is 350 feet from parcel to parcel.
3. ELNHR Guideline Chapter 4.6 – New Construction, was applied to this proposal.
Staff found the building materials to be similar of those in the surrounding neighborhood. Greater flexibility is allowed in wooded areas, and the garage is similar in size, scale and massing to the nearest developed, similarly sized parcel.
The structure is not visible from the right-of-way or from the water, and staff does not anticipate that the building will interfere with the view of any historic structures or viewshed in Ebey's Reserve.
4. The Reserve Committee discussed the application on May 7, 2026, and determined that the design was appropriate.

Conclusions of law:

The proposal is determined to be consistent with applicable Ebey's Landing National Historical Reserve Design Guidelines and is **APPROVED**.

Approved: _____

Lisa Walsh

Lisa Walsh, Assistant Planner

Appeal process:

A decision to approve, conditionally approve, or deny a Certificate of Appropriateness may be appealed as an administrative determination, together with the associated permit, in conformance with the appeal procedures set forth in Coupeville Town Code Chapter 2.52 and Sections 16.06.060 and 16.13.080.

TOWN OF COUPEVILLE

From the Desk of Mayor Molly Hughes

M E M O R A N D U M

June 5, 2026

TO: Town Council

RE: Agreement with the Coupeville Festival Association

Council,

I have been working with Coupeville Festival Association (CFA) President Melinda Erickson and our attorney on an agreement to accept the CFA donation to improve the Johnson Lot, now known as Volunteer Park.

The agreement will make clear what CFA's responsibility is and what the Town will do, both for the development of the park and maintenance moving forward.

I also received the plant list from the landscaper and sent it to three Coupeville Garden Club members. I asked them to check it for deer resistance, hardiness and ease of care. At the time of the packet going out, I had only heard back from one of them. She was a (green) thumbs up on the plant list!

The agreement was not quite ready when the packet needed to go out. I should have the agreement first thing on Monday morning and will send it to each of you and also post it on the website with the packet.

Thank you.

**AGREEMENT FOR LANDSCAPING AND IMPROVEMENTS IN
“VOLUNTEER PARK” IN
COUPEVILLE, WASHINGTON**

This Agreement, effective as of _____, is made and entered into between the TOWN OF COUPEVILLE, a Washington municipal corporation, hereinafter referred to as the “Town,” and COUPEVILLE FESTIVAL ASSOCIATION, a Washington non-profit corporation, hereinafter referred to as the “Association.”

In consideration of the terms herein, the Town and the Association hereby recite, covenant, and agree as follows:

Recitals.

WHEREAS, the Town owns property commonly known as the Johnson Lot (“Volunteer Park”) located at 902 N Main Street, Coupeville, WA 98239, parcel #S7248-00;

WHEREAS, the Association is a Washington non-profit corporation;

WHEREAS, pursuant to RCW 35.21.278,¹ a volunteer community group is constructing and donating to the Town park improvements and landscaping in “Volunteer Park”, valued at \$30,000;

WHEREAS, The Volunteer Park improvements will be constructed entirely at the cost of the Association, utilizing donated funds, labor, supplies, and equipment;

WHEREAS, The Town and the Association agree that given the Association's role in the development of the Volunteer Park, it is in the best interest of the parties and the public that the Association organize and construct the improvements at the Park (the "Project");

WHEREAS, The Town and the Association intend that Association construct the Project utilizing (a) donated funds, labor, supplies, and equipment; and (b) potential contributions from the Town as authorized by RCW 35.21.278. Except as such funds that may be provided in accordance with RCW 35.21.278, the Parties agree that the Project is privately funded and shall not be executed at the cost of the Town.

WHEREAS, The Parties are entering into this Agreement to establish the terms and conditions for the Association's construction of the Project.

ARTICLE I. Definitions

¹ RCW 35.21.278(1). Without regard to competitive bidding laws for public works, a county, Town, ... may contract with ... a service organization, ... or other similar association located and providing service in the immediate neighborhood, for drawing design plans, making improvements to a park, school Volunteer Park, public square, other public spaces, or port habitat site, installing equipment, ... or providing maintenance services for such a project, or for a facility or facilities as a community or neighborhood project, ... and may reimburse the contracting association its expense. The contracting association may use volunteers to whom no wage or salary compensation is paid in the project and provide the volunteers with clothing or tools; meals or refreshments; accident/injury insurance coverage; and reimbursement of their expenses. The consideration to be received by the public entity through the value of the improvements, ... shall have a value at least equal to two times that of the payment to the contracting association. All payments made by a public entity under the authority of this section for all such contracts in any one year shall not exceed \$75,000 or two dollars per resident within the boundaries of the public entity, whichever is greater.

- 1.1 Prevailing Wages. Wages required to be paid in accordance with RCW Chapter 39.12 for public works Projects. (If Sole Proprietor, strike this definition)
- 1.2 Temporary Construction Easement (TCE). A temporary right of access and use granted to the Association by the Town for construction purposes within the Park, as further defined in Article III.
- 1.3 Scope of Work. Defined in Article II as the Association's responsibilities, obligations, and deliverables for completion of the Project.
- 1.4 As-Built Plans. Finalized landscape drawings reflecting the actual construction of the Volunteer Park, including any deviations from the original design.
- 1.5 Regulatory Compliance. Adherence to all applicable federal, state, and local laws, including but not limited to the Washington State Environmental Policy Act (SEPA).
- 1.6 Defect Liability Period. A two-year period following the Town's written acceptance of the completed Project during which the Contractor is responsible for addressing defects in materials or workmanship.

ARTICLE II. Scope of Work.

- 2.1 Description of Work. The Contractor agrees to design, construct, and install certain improvements within Volunteer Park, as shown in **Exhibit A**, attached hereto and incorporated by reference. Town of Coupeville must approve the design, including the landscaping layout and plant list, prior to construction commencing.
- 2.2 Specifications. The Project shall meet the following minimum standards:
 - 2.2.1 Construction Standards.
 - 2.2.1.1
- 2.3 Milestones and Deadlines. The Association shall adhere to the following schedule:
 - 2.3.1 Design Submission: Complete and submit the final design plans to the Town for approval no later than ninety (90) days from the effective date of this agreement.
 - 2.3.2 Completion Date: The Project shall be fully completed no later than one-hundred-eighty (180) days or six (6) months from the start of construction.

ARTICLE III. Grant of Authority.

Subject to the terms and conditions of this Agreement, the Town hereby grants the Association a revocable exclusive license to construct the Project. The Town retains the right to possession and use of the approved location. This license may be revoked at any time by giving notice as provided below. Upon completion of the Project, the Town shall accept the donation of the Project improvements from the Association.

ARTICLE IV. Terms and Conditions Relating to Construction of the Project.

- 4.1 The Town agrees that it shall:
 - 4.1.1 Provide construction assistance at its discretion; and
 - 4.2.1 Provide electricity to the site; and

4.3.1 Advise the Association if it finds any conditions at Volunteer Park or during construction which may be unsatisfactory and in need of change or correction; and

4.4.1 Allow the Association to engage contractors and volunteers to construct the Project;

4.5.1 Purchase a Volunteer Park sign consistent with other park signage throughout the Town;

4.6.1 Provide two picnic tables and two trash bins;

4.7.1 Construct a connection between Cooks Corner Park and Volunteer Park;

4.8.1 Extend the water and sewer lines to the east side of the Park for potential restrooms and food trucks in the future. This utility work will be complete, before sod installation.

4.2 The Association agrees that it shall:

4.9.1 Not have any ownership interest of any kind in the approved location, and not exclude the Town from entering the location at any time and for any reason; and

4.7.1 Design and construct the Project on the designated property to meet all requirements as set forth in the adopted plan and specifications, which in addition to landscaping and hardscaping installation, shall include:

- a. Irrigation and weed barriers in planting areas
- b. Creation of a Commemorative Brick Program to honor volunteers from non-profits throughout Central Whidbey
- c. Installation of a memorial bench.

4.7.2 Secure and comply with any required permits; and

4.7.3 Contract with a qualified professional who will assist with the volunteer construction of the Project; and

4.7.4 During site preparation and construction, protect and maintain the site until it is completely finished; and at a minimum, the contractor shall be required to place fencing and signs around the site to keep the public away during construction; and

4.7.5 Require the contractor to prepare as-built drawings of the Project and a maintenance manual or maintenance routine, which shall be delivered to the Town when the Town accepts the Project; and

4.7.6 The contractor should be required to carry insurance and the Town and the Association should be named as additional insureds for liability purposes in the form described below; and

4.7.7 Require the contractor to clean the area used in construction of the facility to the satisfaction of the Town, following construction; and

4.7.8 Pay all expenses directly incurred by the Association in a timely manner so as to avoid the creation of any liens on or against the Town or park property; and

4.7.9 Indemnify, defend, and hold the Town harmless from all claims, loss, injury, and damage arising during construction of the Project except for the sole negligence of the Town; and

4.7.10 During construction, and until the Project is accepted by the Town, the Association will assure that its contractor maintains Commercial General Liability insurance covering the Project with limits not less than \$1,000,000 combined single limit per occurrence, per location and \$2,000,000 aggregate for personal injury, bodily injury, and property damage, with coverage to include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and the Town shall be named as an additional insured on the insurance policy, and a copy of the endorsement naming the Town as additional.

ARTICLE V. Project Manual.

The Association shall ensure that the Project be constructed in conformance with the Project Manual, which is attached hereto as **Exhibit A**. Before proceeding with construction, the Association shall require its Contractor to provide to the Town a construction schedule. The Association shall not construct or allow construction of any ancillary facilities, such as a registration booth, viewing structures, or landscaping, except as approved by the Town.

ARTICLE VI. Prevailing Wage.

If required by State law, the Association shall ensure that its Contractor and its subcontractors performing work on the Project comply with the requirements of RCW 39.12, the Association shall require its Contractor to maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the Town's review upon request. (If Sole Proprietor, strike this article)

ARTICLE VII. Record Keeping and Reporting.

- 7.1 The Association shall maintain accounts and records which accurately reflect the details of construction, costs, and design of the Project. These and all records relating to the performance of this Agreement shall be available for Town inspection.
- 7.2 The Association shall provide the Town with monthly reports fully describing what work has been performed pursuant to the Agreement and the anticipated date of substantial completion of the Project. The final report shall include a complete report describing and detailing how the performance of the services has been accomplished in accordance with this Agreement.

ARTICLE VIII. Relationship.

The relationship created by this Agreement is that of independent contracting entities. The Association is not an agent or employee of the Town. The Association, as an independent contractor, shall control and direct the performance of the details of the work to be provided.

ARTICLE IX. Indemnity.

The Association shall protect, defend, save harmless, and indemnify the Town, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including reasonable attorney fees, occurring, arising or resulting from the performance of this Agreement.

ARTICLE X. Breach.

In addition to all other rights and remedies available at law or in equity:

10.1 In the event the Association fails to abide by any of the terms of this Agreement, the Town may send notice of breach of this Agreement and demand the Association cure such breach within thirty (30) days. If the breach is not cured, the Town can either (1) correct such breach and charge the Association for any cost incurred; or (2) terminate this Agreement under 14.B below.

10.2 Should the Town fail to abide by any of its obligations under this Agreement, the Association, after ten (10) days' written notice of breach may (1) terminate this Agreement; or (2) bring suit to enforce this Agreement.

ARTICLE XI. Assignment.

The rights under this Agreement shall not be assigned and the duties under this Agreement shall not be delegated by either the Town or the Association.

ARTICLE XII. Signatories.

The signatories to this Agreement hereby represent that they have full legal authority to execute the Agreement on behalf of their respective entities.

ARTICLE XIII. Complete Agreement, Modification.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is void. Further, any modification of this Agreement shall be in writing and signed by both parties.

ARTICLE XIV. Termination.

14.1 In the event that the Project becomes cost prohibitive, the Association may terminate this Agreement by giving to the Town written notice of intent to terminate sixty (60) days prior to termination date. In that event, if so directed by the Town, the Association shall return to its original condition any portion of the Park that was disturbed by any work done in furtherance of this Agreement.

14.2 The Town may terminate this Agreement at any time and without cause by giving to the Association written notice of intent to terminate sixty (60) days prior to termination date.

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

TOWN OF COUPEVILLE

**COUPEVILLE FESTIVAL
ASSOCIATION**

By

By

Molly Hughes - Mayor

Melinda Erickson – CFA Board President

ATTEST:

APPROVED AS TO FORM:

By

Chris Jolly – Deputy Clerk

By

Nikki C. Thompson - Town Attorney



TOWN OF COUPEVILLE
Coupeville, Washington
PAYROLL & A/P VOUCHER APPROVAL
for
Council Meeting of June 9, 2026

May 2026 Payroll Transactions & EFT payments as attached; for a total of \$149,807.56;

May 2026 A/P Transactions and Checks: #11788 - #11835, & EFT payments as attached; for a total of \$239,705.45;

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 May 2026 Payroll EFT Transactions, as attached; for a total of \$149,807.56 and May 2026 A/P Transactions & EFT payments #11788-#11835 as attached; for a total of \$239,705.45;

CHECK REGISTER

Town of Coupeville

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1299	05/05/2026	Payroll	1	EFT		1,871.76	May 5th, 2026
1300	05/05/2026	Payroll	1	EFT		1,650.11	May 5th, 2026
1301	05/05/2026	Payroll	1	EFT		1,828.80	May 5th, 2026
1302	05/05/2026	Payroll	1	EFT		1,903.11	May 5th, 2026
1303	05/05/2026	Payroll	1	EFT		4,758.95	May 5th, 2026
1304	05/05/2026	Payroll	1	EFT		2,230.27	May 5th, 2026
1305	05/05/2026	Payroll	1	EFT		3,715.15	May 5th, 2026
1306	05/05/2026	Payroll	1	EFT		1,892.18	May 5th, 2026
1307	05/05/2026	Payroll	1	EFT		3,334.41	May 5th, 2026
1308	05/05/2026	Payroll	1	EFT		1,687.22	May 5th, 2026
1309	05/05/2026	Payroll	1	EFT		2,382.97	May 5th, 2026
1310	05/05/2026	Payroll	1	EFT		2,490.61	May 5th, 2026
1311	05/05/2026	Payroll	1	EFT		2,310.87	May 5th, 2026
1312	05/05/2026	Payroll	1	EFT		1,922.96	May 5th, 2026
1313	05/05/2026	Payroll	1	EFT		2,441.90	May 5th, 2026
1314	05/05/2026	Payroll	1	EFT		2,012.11	May 5th, 2026
1315	05/05/2026	Payroll	1	EFT		1,791.68	May 5th, 2026
1316	05/05/2026	Payroll	1	EFT		677.45	May 5th, 2026
1317	05/05/2026	Payroll	1	EFT	Vimly Benefit Solutions Inc. c/o AWC Emp	22,349.34	Pay Cycle(s) 05/05/2026 To 05/05/2026 - Medical - AWC 250; Pay Cycle(s) 05/05/2026 To 05/05/2026 - Medical - Kaiser 500; Pay Cycle(s) 05/05/2026 To 05/05/2026 - Medical - Kaiser PPO; Pay Cycle(s) 05/0
1320	05/05/2026	Payroll	1	EFT	Dept of Retirement Systems	3,013.37	Pay Cycle(s) 05/05/2026 To 05/05/2026 - DC; Pay Cycle(s) 05/05/2026 To 05/05/2026 - Roth DC; Pay Cycle(s) 05/05/2026 To 05/05/2026 - Roth DC - No Match
1322	05/05/2026	Payroll	1	EFT	Dept of Retirement Systems	13,470.56	Pay Cycle(s) 04/20/2026 To 05/05/2026 - PERS2; Pay Cycle(s) 04/20/2026 To 05/05/2026 - PERS3
1332	05/06/2026	Payroll	1	EFT	EFTPS	13,758.49	941 Deposit for Pay Cycle(s) 05/05/2026 - 05/05/2026
1464	05/20/2026	Payroll	1	EFT		1,872.68	May 20, 2026
1465	05/20/2026	Payroll	1	EFT		1,626.63	May 20, 2026
1466	05/20/2026	Payroll	1	EFT		1,778.80	May 20, 2026
1467	05/20/2026	Payroll	1	EFT		1,903.01	May 20, 2026
1468	05/20/2026	Payroll	1	EFT		4,714.44	May 20, 2026
1469	05/20/2026	Payroll	1	EFT		2,230.27	May 20, 2026
1470	05/20/2026	Payroll	1	EFT		3,715.15	May 20, 2026
1471	05/20/2026	Payroll	1	EFT		1,891.31	May 20, 2026
1472	05/20/2026	Payroll	1	EFT		3,043.98	May 20, 2026
1473	05/20/2026	Payroll	1	EFT		1,637.79	May 20, 2026
1474	05/20/2026	Payroll	1	EFT		2,372.53	May 20, 2026
1475	05/20/2026	Payroll	1	EFT		2,242.38	May 20, 2026
1476	05/20/2026	Payroll	1	EFT		1,924.16	May 20, 2026
1477	05/20/2026	Payroll	1	EFT		1,924.92	May 20, 2026
1478	05/20/2026	Payroll	1	EFT		2,537.58	May 20, 2026
1479	05/20/2026	Payroll	1	EFT		1,933.77	May 20, 2026
1480	05/20/2026	Payroll	1	EFT		1,782.33	May 20, 2026
1481	05/20/2026	Payroll	1	EFT		728.60	May 20, 2026
1482	05/20/2026	Payroll	1	EFT	EFTPS	13,439.98	941 Deposit for Pay Cycle(s) 05/20/2026 - 05/20/2026

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1483	05/21/2026	Payroll	1	EFT	Dept of Retirement Systems	3,012.98	Pay Cycle(s) 05/20/2026 To 05/20/2026 - DC; Pay Cycle(s) 05/20/2026 To 05/20/2026 - Roth DC; Pay Cycle(s) 05/20/2026 To 05/20/2026 - Roth DC - No Match
		001 General Fund				69,449.34	
		101 Street Fund				8,550.08	
		410 Water Utility				35,497.07	
		420 Utilities Sewer				26,568.24	
		430 Storm Water Utility				9,742.83	
						<u>149,807.56</u>	
						149,807.56	Payroll: 149,807.56

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1343	05/05/2026	Claims	1	EFT	Navia Benefit Solutions	246.55	Inv. 05.05.2026 FSA Disbursement- Sutton and Lynn
1395	05/18/2026	Claims	1	EFT	WA State Dept Of Revenue	14,507.40	Inv. 04.2026 Excise Tax
1402	05/15/2026	Claims	1	EFT	VISA	35.51	Inv. 3595 April 2026
1403	05/15/2026	Claims	1	EFT	VISA	2,473.84	Inv. 6901 April 2026
1404	05/15/2026	Claims	1	EFT	VISA	607.21	Inv. 8035 April 2026
1405	05/15/2026	Claims	1	EFT	VISA	2,007.26	Inv. 8212 April 2026
1406	05/15/2026	Claims	1	EFT	VISA	4,010.23	Inv. 9178 April 2026
1488	05/19/2026	Claims	1	EFT	Navia Benefit Solutions	21.91	Inv. 05.17.2026 FSA Disbursement- Sutton
1541	05/31/2026	Claims	1	EFT	Puget Sound Energy	15,683.03	Inv. 650022 05.2026
1542	05/31/2026	Claims	1	EFT	Puget Sound Energy	59.93	Inv. 40829594 05.2026 FireHouse
1407	05/15/2026	Claims	1	11788	Comcast Business (PA)	97.30	Inv. 001004040733 Acct# 708843108
1408	05/15/2026	Claims	1	11789	Comcast Business (PA)	187.87	Inv. 270462897 Acct# 963239633
1409	05/15/2026	Claims	1	11790	Correct Equipment, Inc	253.66	Inv. 60856 Well 108 Flow Module
1410	05/15/2026	Claims	1	11791	Coupeville Chamber of Commerce	3,249.29	Inv. 03.2026 2% Reimbursement
1411	05/15/2026	Claims	1	11792	Eurofins Drinking Water and Wastewater W	119.00	Inv. 1100008472 Navy Task 2 Water Testing; Inv. 1100008858 Water Testing
1412	05/15/2026	Claims	1	11793	FedEx	777.91	Inv. 9-289-61195 Navy Task 2 Shipping
1413	05/15/2026	Claims	1	11794	Ferguson Waterworks	967.92	Inv. 0117753 Bollard Sleeves
1414	05/15/2026	Claims	1	11795	Builders Alliance Frontier Building Supply	617.62	Inv. 1439739 Old Growth Slab supplies
1415	05/15/2026	Claims	1	11796	GreatAmerica Financial Services	281.29	Inv. 41925356 Konica
1416	05/15/2026	Claims	1	11797	ICOM 911	12,936.00	Inv. 3QTR26-04 Interlocal Agreement
1417	05/15/2026	Claims	1	11798	Island County Human Services	142.56	Inv. 1ST QTR 2026 Excise and Profit Liquor Tax
1418	05/15/2026	Claims	1	11799	Island County Solid Waste	5,915.25	Inv. 11913 Dumpster Rental from Spring Clean up; Inv. 11959 Biosolids Disposal
1419	05/15/2026	Claims	1	11800	Island County Treasurer	1,577.00	Inv. Q1. 2026 Tourism Services
1420	05/15/2026	Claims	1	11801	Island Disposal, Inc.	428.51	Inv. 90699375144 Spring Clean Up
1421	05/15/2026	Claims	1	11802	Island Senior Resources (Senior Services	3,000.00	Inv. Q1. 2026 Nutrition, Aging, and Disabliltiy Program
1422	05/15/2026	Claims	1	11803	Metron Farnier, LLC	15,825.40	Inv. 992425199 Large Meters and cellular conversion kits
1423	05/15/2026	Claims	1	11804	NCL Of Wisconsin, Inc.	364.16	Inv. 535102 Water Testing supplies
1424	05/15/2026	Claims	1	11805	Navia Benefit Solutions	100.00	Inv. 11085843 Monthly Minimum
1425	05/15/2026	Claims	1	11806	Oak Harbor Ace Hardware	167.22	Inv. 375947 Navy Task 1 and water supplies
1426	05/15/2026	Claims	1	11807	Prairie Center	10.76	Inv. 1001781303 Navy Task 2 Crushed Ice; Inv. 3000511109 Navy Task 2 Crushed Ice; Inv. 1001791125 Navy Task 2 Crushed Ice
1427	05/15/2026	Claims	1	11808	SGS North America Inc	1,560.00	Inv. 52130224453 Navy Task 2 GAC Backwash
1428	05/15/2026	Claims	1	11809	Skagit Farmers Supply	287.22	Inv. 2556265 Propane
1429	05/15/2026	Claims	1	11810	Staples Advantage	342.81	Inv. 6062453393 Parks operating supplies
1430	05/15/2026	Claims	1	11811	Surety Pest Control	87.66	Inv. 284338927 Pest Control Well 108

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1431	05/15/2026	Claims	1	11812	Thompson, Guildner & Associates Inc. P.S	1,553.25	Inv. 5031 Legal Services
1432	05/15/2026	Claims	1	11813	USA Blue Book	433.05	INV01032580 Customer #23026-Testing Supplies
1433	05/15/2026	Claims	1	11814	Ziply Fiber	123.41	Inv. 050426-5 05.2026 PW Shop; Inv. 042726-5 5.2026 Rec Hall; Inv. 050126-5 05.2026 Town Hall
1543	05/31/2026	Claims	1	11815	Blue Coast Engineering LLC	3,975.50	Inv. 1663 GIS On-Call Services
1544	05/31/2026	Claims	1	11816	Coupeville Chamber of Commerce	4,175.93	Inv. 04.2026 2% Reimbursement
1545	05/31/2026	Claims	1	11817	Ethiopian Education Fund	100.00	Inv. REFUND 05.2026 for Rec Hall 7/6/26
1546	05/31/2026	Claims	1	11818	Eurofins Drinking Water and Wastewater W	1,676.10	Inv. 1100009031 Water Testing; Inv. 1100009244 PSNGP; Inv. 1100009041 Navy Task 2 Gac Backwash; Inv. 1100009043 Navy Task 2 GAC; Inv. 1100009037 Navy Task 2 GAC; Inv. 1100009035 Navy Task 2 GAC; Inv
1547	05/31/2026	Claims	1	11819	Facet	23,630.93	Inv. 0072791 6th Street Project; Inv. 0072852 Navy Task 2- 2025 PFAS Support; Inv. 0071102 Comp Plan Update; Inv. 0072851 Sarkisian DOH
1548	05/31/2026	Claims	1	11820	Historic Whidbey	500.00	Inv. 00103 Spirit of 76 Living History Association America 250
1549	05/31/2026	Claims	1	11821	Island County ER&R Fund	2,317.65	Inv. 26-086 Fuel for Vehicles April 2026
1550	05/31/2026	Claims	1	11822	Island County Treasurer	8,158.13	Inv. Q1 2026 Joint Expenses for Rent; Inv. Q1 2026 Joint Expenses
1551	05/31/2026	Claims	1	11823	O'Reilly Auto Parts	478.41	Inv. 2532-152223 V42 Wiper Blades; Inv. 2532-152509 V7 Brakes; Inv. 2532-153320 Operating Supplies; Inv. 2532-153629 Caliper Core Return V7; Inv. 2532-153407 V7 Rotors
1552	05/31/2026	Claims	1	11824	Quality Controls Corp.	81,750.00	Inv. 3014-4 PSNGP
1553	05/31/2026	Claims	1	11825	SGS North America Inc	6,960.00	Inv. 52130225033 Navy Task 3 PFAS Water Testing
1554	05/31/2026	Claims	1	11826	Secur-Serv	7,182.99	Inv. 80152453 Managed Services Agreement (All Sites)
1555	05/31/2026	Claims	1	11827	St. Mary's Catholic Church	750.00	Inv. 06.2026 RENT- Firehouse
1556	05/31/2026	Claims	1	11828	Tuff Cleaning	800.00	Inv. APRIL 2026 Cleaning Services
1557	05/31/2026	Claims	1	11829	Utilities Underground Location Center	52.44	Inv. 6040753 Excavation Notices for April
1558	05/31/2026	Claims	1	11830	Vac-Tank Western Services	3,816.75	Inv. 2682 Biosolid Disposal
1559	05/31/2026	Claims	1	11831	Verizon Wireless Business	560.80	Inv. 6142248950 Navy Task 1 and water and sewer
1560	05/31/2026	Claims	1	11832	WA ST Department of Ecology Water	1,362.74	Inv. 2026-BA0029378 Biosolids Annual Renewal Permit
1561	05/31/2026	Claims	1	11833	Jimmy R Wadlington	140.01	Inv. REIMB 05.2026 Boots and Pants- Wadlington
1562	05/31/2026	Claims	1	11834	Duncan L Wagner	121.72	Inv. REIMB 05.2026-2 Tanker Endorsement Test and Commerical License Replacement- Wagner; Inv. REIMB 05.2026 Pants- Wagner
1563	05/31/2026	Claims	1	11835	Ziply Fiber	136.36	Inv. 051126-5 05.2026 WWTP

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 General Fund				45,533.32	
		101 Street Fund				3,672.72	
		104 Hotel/motel Tax Fund				9,002.22	
		410 Water Utility				65,925.73	
		420 Utilities Sewer				112,247.24	
		430 Storm Water Utility				3,055.76	
		632 Custodial Report on Fund				268.46	
							Claims:
							239,705.45
		* Transaction Has Mixed Revenue And Expense Accounts				239,705.45	



STAFF REPORT

Date: June 2, 2026

To: Mayor Hughes and Town Council

From: Marshal Miller

Re: Month of May 2026

Town Calls For Service

In May, there were 120 calls for service, led by 16 Assist Public complaints, and 13 Animal complaints – a significant increase over normal. 6 of the 10 Alarm complaints were at WHMC, most accounted for by the alarm company working on the system. There were 5 Civil/Verbal dispute complaints, and an unusual 5 motor vehicle collisions. There were 3 arrests made in Coupeville in May, 2 were traffic related and 1 was for an arrest warrant.

Other Crimes

Fraud (1) – A citizen reported her banking and phone accounts have been changed without her knowledge. Investigation is ongoing.

Drugs (1) – Drugs were located in a Jail inmate's property.

Vehicle Prowl (1) – A citizen reported her purse stolen out of her unlocked car.

Theft (1) – A citizen reported a suspicious person on S Main St looking on porches.

Reckless Driving (1) – A citizen reported a vehicle doing donuts in the CHS Baseball Field parking lot. A vehicle and driver were identified and located; the driver was charged.

Traffic

We issued 2 traffic infraction, and 5 written warnings for speeding or other minor violations.

Events

No issues were reported during The Coupeville Water Festival, or the Memorial Day Parade. The CHS Senior Parade is scheduled for 5 June, a 250th celebration Revolutionary War reenactment will be held on the Town Green on 4 – 7 June, and the Pride Parade is scheduled for 13 June.



ISLAND COMMUNICATIONS CALLS FOR SERVICE

2026

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
911 Hang Up	6	8	5	5	6								30
Alarm Comm / Resid	3	6	5	6	10								30
Animal Complaint	8	7	5	4	13								37
Assault	1	1			3								5
Assist Agency	3	1	2	2	1								9
Assist Public	14	11	20	7	16								68
Burglary Comm / Resid	1			1									2
Civil / Verbal Dispute	1	1			5								7
Court Order Viol	1			1	2								4
Death Investigation													0
Disorderly Conduct	5	1	9	11	1								27
Domestic Violence	1	1		1	2								5
Fire / Medical Call	1	2		1	2								6
Fraud / Forgery	4	3	2	1	3								13
Harassment	3		4	2	1								10
Juvenile Complaints	2		3		2								7
Malicious Mischief	1		1	1									3
Marine Incident													0
Mental	1	4	3	2	3								13
Missing Person	1		1	3	1								6
MVA -Vehicle Accident	3	3		2	5								13
Noise		1	1	2									4
Nuisance					2								2
Property	1		6	3									10
Prowler													0
Sex Crime	2	2		3	2								9
Suicide Threat	1	3		3									7
Suspicious Activity	7	6	3	3	4								23
Theft		2	5	2	3								12
Threats	1		2		1								4
Traffic Complaint	8	10	11	14	11								54
Trespassing	4	1	8	4	3								20
Unsecure Premise			1										1
Vehicle Prowl		3	3		1								7
Vehicle Theft/TMVWOP													0
Vice - Alcohol	1				1								2
VUSCA - Drugs	1	1	1		2								5
Wanted Person					1								1
Weapons Violation	3		1	1	1								6
Welfare Check	10	7	12	11	7								47
Misc / Other Calls	3	3	3	3	5								17
Total Town calls	102	88	117	99	120	0	0	0	0	0	0	0	526
CPD in Town	59	53	60	55	64								291
ICSO in Town	43	35	57	44	56								235
CPD in County	16	17	20	15	13								81
Traffic Stops	34	14	45	54	15								162

Coupeville Marshall's Office

2025

Responses to **Whidbey Health** Compared to **Town** Responses

	January	February	March	April	May	June	July	August	September	October	November	December
911 Hang Up		1	7	2	3	1	4	3	3			
Alarm Commercial	1	1	5			6	4					
Animal		1	6		1	3	2	11				
Assault Phys					3	0						
Assist Agency	1	2										
Assist Public	5	7	4	3	17	2	5	4	12			
Civil												
Disorderly Conduct	4	1	0	8	1	9	2	1	0			
Domestic Violence												
Harassment	1					2	0					
Information												
Juvenile Complaint	1			1	0			1	1			
Malicious Mischief												
Mental Non Criminal		3	1									
Missing Person	1											
Sex Offense	1					1	2					
Suicidal						2	1					
Suspicious	1	2	4	2	1	1	2					
Theft				1	4							
Threats												
Traffic complaint	1	1	9			1	13					
Trespass	2	1	0	1	7	1	3					
Verbal Dispute												
Vice Liquor/Drugs	1					1		1	1			
Wanted Person												
Weapons				1	0							
Welfare Check	2	1	6	3	9	3	8	2	5			
TOTALS	22	19	42	22	42	24	43	23	37			

STAFF REPORT

DATE: June 7, 2026

TO: Mayor Molly Hughes and Members of the Town Council

FROM: Joseph Grogan, Public Works Director

RE: Public Works Summary Report

In parks: A lot has been happening in parks, the crew has rebuilt the log cover in town park. They have also created a new trail in the Kruger woods utilizing wood chips from the winter storms. Another project in parks was the installation of sleeves for the temporary parking corral, this will allow the panels to still be removed but they will be more secure during heavy winds.

The Telemetry project: Can you believe it after years of planning and saving, the Telemetry project is Finished. All lift stations and wells have been installed and commissioned.

In sewer: The next phase of the telemetry project will be installing variable frequency drives to help control nutrients at the wastewater treatment plant. During this phase we will also be upgrading the Motor Control Center.

In Streets: The 6th St. Utility replacement and Street widening project is at 30% design I am currently reviewing the documents and hope to have comments back to the engineer next week.

The water treatment plant treated just over 7,500,000 gallons in May. This is the average for May just over 7,500,000 gallons.

The wastewater treatment plant treated 3.61 million gallons in May, the 24-hour flows were low for this time of year, from a high of 137,000 gallons to a low of 104,000.



TOWN OF COUPEVILLE

MEMORANDUM

COMMUNITY PLANNING AND BUILDING DEPARTMENT REPORT

DATE: June 12, 2026
TO: Mayor Hughes & Members of Town Council
FROM: Josh Pitts, Community Planning Director

COMMUNITY PLANNING

This memo summarizes Community Planning activities. The department continues to advance the Comprehensive Plan update, develop and integrate state housing regulatory mandates, and process development permits.



Capt. Coupe Park – June 2026

MAY ACTIVITIES

Community Planning

Staff continues to support day-to-day planning and development activities throughout the Town. This work includes reviewing permit applications and development proposals, meeting with property owners and applicants regarding a variety of projects ranging from new development and building improvements to business signage and other site modifications. Staff also provide ongoing guidance to residents, contractors, and business owners to help ensure projects comply with applicable regulations and permitting requirements.

The Building Official has been actively working with property owners and contractors on new construction projects, building additions, and permit compliance efforts, including ensuring required roofing permits are obtained prior to work commencing. While overall permit activity remains modest, staff have begun to see an increase in permit inquiries and applications, which may indicate a gradual increase in development and construction activity as the year progresses.

RCO Grant Opportunity

Staff are currently preparing an application for the Planning for Recreation Access grant program offered by the Washington Recreation and Conservation Office (RCO). This program supports planning, community engagement, and collaboration efforts that help local governments identify recreation needs, prioritize investments, and prepare projects for future funding opportunities. The grant provides up to \$200,000 for planning-related activities and does not require a local match.

The Town intends to pursue this funding to support planning, technical analysis, and community engagement efforts related to future improvements at Capt. Coupe Park. Potential work includes evaluating upgrades to the boat ramp, dock, and associated infrastructure, helping position the project for future design, permitting, and construction funding opportunities.

Comprehensive Plan

During the past month, staff continued work on the Comprehensive Plan update and associated development regulations. Revisions were made to address state requirements, improve consistency with applicable laws, and ensure alignment between the Comprehensive Plan and the Town's development regulations, including amendments to Coupeville Town Code (CTC) Title 16.

In addition to policy and regulatory updates, staff conducted a comprehensive review of draft documents to improve formatting, organization, grammar, and overall readability. These efforts are intended to provide clear, user-friendly documents that will support future implementation and public understanding of the updated regulations.

Staff is also preparing for the final community open house on the Comprehensive Plan update, scheduled for June 16, 2026, at 6:00 p.m. in the Rec Hall. The open house will provide an opportunity for community members to review proposed changes, ask questions, and provide feedback prior to final consideration by the Town Council.

Below is a table outlining the target dates and corresponding items for Town Council Meetings.

Target Date	Town Council
June 9 th	• 2025 Draft Comprehensive Plan • CTC Title 16 – Development Regulations
June 16 th	Community Meeting / Public Outreach – Rec Hall
July 14 th	• Comprehensive Plan (APPROVAL) • Zoning Map (APPROVAL) • Development Code (APPROVAL)



DEPARTMENT REPORT

DATE: June 2026
TO: Mayor Hughes and Town Council
FROM: Clerk Treasurer Corine Jackson
RE: May 2026

Finance Department Updates

Website RFP – The website redesign had been on the budget for several years however in 2024 the federal government published new ADA standards for website and app content that mirrors international guidelines outlined in WCAG 2.1 AA. The compliance deadline for cities and small towns was April 2027. The Town took this as an opportunity to start the search for a vendor that could produce an updated vision for the new website as well as provide tools and resources to address the new federal web guidelines.

Upon approval of the contract, Planeteria Media will begin the process of developing our web product which will enhance our capabilities with Xpress BillPay and SmartGov, as well as optimize transparency and search functions. The federal deadline has since been pushed out to April 2028. It'll be a very heavy lift for all staff but we're very excited about it!

Conversion to Ziplly – The new anticipated date for conversion of the phone system is Friday, June 12th. Our phone extensions will change slightly with the addition of a "2" preceding existing extension numbers. For example, my extension is currently x107 and will change to x2107.

Administration – Annual Financial Report was due May 30th. Shortly after submitting our 2025 Annual Financial Report, we were contacted by the State Auditor's Office to begin the process of preparing for our upcoming audits of fiscal year 2024 and 2025. I anticipate those audits to begin between September and November however preliminary reports are due mid-June.

Chris has been inundated with public document requests (PDR) and requests for information so he's been moving in full speed to wrangle all the department managers for assistance in finding and retrieving responsive documents and information in order to release the records in a timely and organized manner. It doesn't take too much for PDRs to quickly become organized chaos but Chris has things well in hand.

Robyn has continued to progressively improve our utility billing processes. She's been doing a great job diving deep into our Water, Sewer and Stormwater accounts and rate structures since so many things have changed and been upgraded over the past several years.

Brandy is also reviewing and refining our accounting and payroll processes and staying current with training as state and federal guidelines for accounting and payroll continue to change.

TOWN OF COUPEVILLE

MEMORANDUM

COMMUNITY PLANNING DIRECTOR STAFF REPORT

DATE: June 4, 2026
TO: Mayor Hughes & Members of Town Council
FROM: Josh Pitts, Community Planning Director
RE: Comprehensive Plan & Development Regulations

INTRODUCTION

Following the review of the Town's Draft Comprehensive Plan by the Washington State Department of Commerce dated November 26, 2025, staff have addressed all comments identified by Commerce. Within the Housing Element, Commerce requested additional information regarding housing capacity, barriers to affordable housing, and identification of areas at risk of residential displacement. Commerce also identified the need for updates to development regulations addressing supportive housing, density bonuses for affordable housing on property owned by religious organizations, and temporary homeless encampments.

In response, staff have revised both the Comprehensive Plan and development regulations to address these requirements and improve consistency with state law. Staff also spent considerable time formatting documents and correcting grammar, spelling, and organizational issues throughout the draft materials. As you review the documents, please note any remaining errors or inconsistencies so that staff can continue refining the final draft.

COMPREHENSIVE PLAN

Housing Element

Staff updated the Housing Element and supporting appendices to demonstrate how the Town intends to accommodate projected housing needs and provide sufficient land capacity for housing. The Adequate Provisions section was revised to include a more detailed evaluation of barriers to affordable housing and implementation actions to address those barriers (Volume I, p. 43; Volume II, p. 57).

Additionally, staff incorporated a new section that addresses residential displacement risk, using the Washington State Department of Commerce's Draft Displacement Risk Map. Based on Commerce's analysis, Coupeville is not identified as vulnerable to residential displacement (Volume I, p. 41).

Future Land Use and Zoning Maps

Following discussions with the Planning Commission and Town Council in January, staff made several revisions to the proposed Future Land Use Map and Current Zoning Map to better address the Town's allocated housing need of 351 units between 2025 and 2045.

While the proposed map amendments generally reflect prior discussions, two notable revisions have been made. Parcel R13234-147-0170, an approximately 8.5-acre property off NE Third Street, was originally proposed to be rezoned from Low Density Residential to High Density Residential. Staff now recommend rezoning this parcel to Medium Density Residential on the current zoning map.

Additionally, parcel R13234-233-2980, located near Pennington Loop, will remain Low Density Residential on the current zoning map but may be redesignated to Medium Density Residential on the Future Land Use Map to preserve long-term flexibility. The Future Land Use Map has been updated accordingly in Volume I of the Comprehensive Plan.

TITLE 16 - DEVELOPMENT REGULATIONS

Staff prepared draft amendments to Title 16 to address state requirements and Commerce comments related to supportive housing, temporary homeless encampments, and density bonuses for affordable housing. Proposed regulations include:

- CTC 16.10.050 - Supportive Housing
- CTC 16.10.060 - Temporary Homeless Encampments
- CTC 16.10.070 - Income-Restricted Affordable Housing
- CTC 16.10.075 - Density Bonuses and Affordable Housing Incentives

Supportive Housing

Following Commerce's review of the Town's draft Comprehensive Plan, staff prepared draft CTC Chapter 16.10.050 to establish clearer regulations for supportive housing and emergency housing types. Commerce comments, informed by the Periodic Update Checklist, Expanded Housing Checklist, and Supportive Housing Types Review Checklist, identified the need for clearer permitting pathways for emergency housing, shelters, supportive housing, and transitional housing.

The proposed code addresses indoor emergency shelter, indoor emergency housing, transitional housing, and permanent supportive housing consistent with recent updates to the Growth Management Act, including House Bill 1220 and House Bill 2266. These legislative changes require jurisdictions planning under RCW 36.70A.040 to permit certain supportive housing types and standardize review processes.

Temporary Homeless Encampments

Staff prepared draft CTC Chapter 16.10.060 to establish an administrative framework for temporary homeless encampments in accordance with RCW 35.21.915. State law requires jurisdictions planning under the Growth Management Act to allow temporary homeless encampments on property owned or controlled by religious organizations.

Affordable Housing and Density Bonuses

Staff prepared draft Chapters 16.10.070 and 16.10.075 to address affordable housing incentives and density bonuses consistent with RCW 36.70A.545. While state law requires jurisdictions to allow density bonuses for affordable housing developments on property owned or controlled by religious organizations, the proposed code establishes a broader framework that allows residential developments by religious organizations, nonprofit entities, and private developers to access incentives when providing sustainable, income-restricted housing.

As discussed during Town Council meetings, it was proposed that modifications should be made to allow sustainable, affordable housing and supportive housing within the Civic zoning district. To accomplish this, several housing types were added as conditional uses. Under the proposed code, development within the Civic zone may occur when a project consists of one hundred percent affordable housing for households earning eighty percent (80%) or less of Area Median Income (AMI), supportive housing, or a combination of both.

Definitions and Zoning Tables

In addition to substantive amendments, staff updated definitions in CTC 16.04.060 to reflect new code provisions and improve organization. Zoning tables were also alphabetized and revised to include cross-references to applicable code sections to improve readability and usability.

MEMORANDUM OF AGREEMENT

As noted in staff's May 12, 2026, email, legal counsel reviewed the Memorandum of Agreement (MOA), which functions as a development agreement. Based on that review, staff concluded that the Town and Cecil and Cheryl Stuurmans do not have the authority to unilaterally amend or terminate the agreement.

Although the MOA differs from a typical development agreement, it was validly established with the intent of concentrating housing development into designated subareas while preserving open space. Because development agreements apply to the land itself rather than individual property owners, they remain effective despite changes in ownership and generally require the consent of all affected property owners to amend or terminate.

The Town recognizes that this matter has generated community concern. Given that not all affected property owners support termination of the agreement, the Town will not pursue an amendment or termination of the MOA at this time.

Additionally, staff incorporated text into Volume II of the Comprehensive Plan to address the transfer of two dwelling unit credits from Subarea B to Subarea A pursuant to Resolution No. 22-06 and their eventual development (Vol. II, p. 7). However, after recent comments at the June 2, 2026, Planning Commission meeting, staff has asked the Town's attorney to reconfirm the text and (re)allocation of dwelling unit credits.

COMMUNITY OPEN HOUSE

The Town of Coupeville invites community members to participate in the final stages of the Comprehensive Plan update process. A final Community Open House will be held on June 16, 2026, at 6:00 PM in the Rec Hall, located at 901 NW Alexander Street, Coupeville.

Community members are encouraged to attend the final open house to review proposed updates to the Comprehensive Plan, ask questions, and provide feedback.

The Planning Commission will hold a public hearing on July 7, 2026, at 6:00 PM, to receive testimony regarding the proposed Comprehensive Plan update as part of the Town's 2025 periodic update process. Testimony may be provided in person or virtually via GoTo. Individual comments will be limited to three minutes.

Written comments may be submitted to planner@townofcoupeville.org. Comments submitted in writing will be provided to the Planning Commission but will not be read aloud during the hearing. Please note that comments submitted on the day of the hearing may not be reviewed prior to the meeting.

If additional hearing dates are necessary, the hearing may be continued to a date certain. Meeting details, agendas, and access information are available through the Town's Agenda Center. Final draft documents and related materials are also available on the Town's website. Following the Planning Commission's recommendation, Town Council will conduct a public meeting at a later date.

CONCLUSION

Staff have completed substantial revisions to the Comprehensive Plan and development regulations in response to Washington State Department of Commerce comments and recent legislative requirements. These updates are intended to ensure consistency with state law, strengthen the Town's housing framework, and establish clearer regulatory pathways for affordable and supportive housing.

Staff recommends that the Town Council review the draft materials in advance of the upcoming public hearing and provide feedback on any remaining policy, formatting, or technical issues. Public participation through the open house and hearing process will also help inform final recommendations before consideration by the Town Council.

Draft Comprehensive Plan and Development Regulation documents are available for review at the following links: ([2025 Comprehensive Plan Home Page](#))

- [DRAFT Comprehensive Plan \(Volume 1\)](#)
- [DRAFT Appendices \(Volume 2\)](#)
- [DRAFT Future Land Use Map](#)
- [DRAFT Zoning Map](#)
- [DRAFT Development Regulations](#)