



Topic: 2nd City Council Regular Meeting

You are invited to a Zoom webinar or in person meeting. Note: Due to the lifting of Covid safety restrictions on June 9th the city is now required to provide a physical location for all meetings. A computer screen with a microphone and speaker will be set up in council chambers and at least one council member, staff member or the mayor will be present.

2nd Regular City Council Meeting of this month

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84942834088?pwd=YjdpM1dRSVI3Qmt6ZHAraGc0Vkdwdz09>

Passcode: 283347

Or One tap mobile:

US: +12532158782,84942834088#,,,,*283347# or
+13462487799,,84942834088#,,,,*283347#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 929 205 6099 or +1
301 715 8592 or +1 312 626 6799

Webinar ID: 849 4283 4088

Passcode: 283347

International numbers available: <https://us02web.zoom.us/j/84942834088?pwd=YjdpM1dRSVI3Qmt6ZHAraGc0Vkdwdz09>



CITY OF LANGLEY DRAFT COUNCIL AGENDA

Tuesday February 21, 2023 @ 5:30 P.M. 112nd Street Langley, WA

CALL TO ORDER – 5 minutes

- 1. Opening Words**
- 2. Roll Call**

CONSENT AGENDA (The CONSENT AGENDA consists of routine items that normally do not require further Council discussion.) – 2 minutes

1. Approval of Claim Warrants - and EFTs in the amount of \$60,584.74 4-13
2. Approval of Manual Warrant Nos 4319 and EFTs in the amount of \$15,061.23..... 14
3. Approval of Payroll Direct Deposit in the amount of \$40,148.09 15
4. Approval of Payroll Register Claim Nos 43192 – 43195 and Direct Deposit Run (2/1/2023) in the amount of \$55,420.26..... 16
5. Approval of Appointment of David Smith to the Planning Advisory Board 17

APPROVAL OF AGENDA – 3 minutes

APPROVAL OF MINUTES – 3 minutes

1. Approval of Council Meeting Minutes of 2/06/2023 18-22

PUBLIC COMMENT PERIOD* – 30 minutes

MAYOR’S REPORT – 10 minutes

ORDINANCES/RESOLUTIONS

1. Ordinance for Structure of City Administrator/Clerk Position, 2nd Reading - Chris Carlson, Chair Finance & Personnel Legislative Commission – 10 minutes23-30

NEW BUSINESS

1. Farwell Report from Retiring Langley Library Manager– Vicky Welfare, Library Manager – 5 minutes
2. Review and Discussion on Approving the Puget Sound Nutrient Reduction Grant Agreement – Randi Perry, Director of Public Works – 5 minutes 31-51

DISCUSSION

1. Protocol for City Council Meetings –Scott Chaplin, Mayor– 5 minutes
2. Discussion regarding Ordinances related to Environmental Concerns-Scott Chaplin, Mayor- 5 minutes
3. Commissions Update and Review – Rhonda Salerno, Council Member – 5 minutes

STAFF REPORTS

1. Darlene Baldwin, Interim City Clerk 52
2. Meredith Penny, Community Planning Director 53-56
3. Randi Perry, Public Works Director 57-58
4. Tavier Wasser, Chief of Police 59
5. Wanda Grone, Finance Director60-61

COUNCIL REPORTS– 15 minutes

1. Council Member Harolynne Bobis – 3 minutes
2. Council Member Rhonda Salerno – 3 minutes
3. Council Member Thomas Gill – 3 minutes
4. Council Member Craig Cyr – 3 minutes
5. Council Member Gail Fleming – 3 minutes

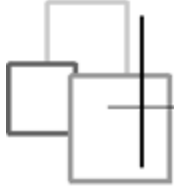
EXECUTIVE SESSION

1. Executive Session for discussion with legal counsel about current or potential litigation (RCW 42.30.110(1)(i))-10 minutes

ADJOURN

***Public Comment:** This is the time on the agenda where Council welcomes comments on subjects of concern or interest that are not on the agenda or to make known that a member of the public wishes to comment on a particular agenda item at the time the item is being discussed. We welcome your comments which are very important to us. Note that all comments are limited to three minutes and should be directed to the presiding officer. Please state your name, address and the subject of your comment. Please note that we will not be entering into dialogue at this time. The purpose of this agenda item is for you, the public, to inform us, the Council, about your views. If you have factual questions, staff will be happy to address them, either now or at a later date.

Thank you for participating! **If reasonable accommodation of a disability is needed, please contact Darlene Baldwin at (360) 221-4246 ext. 17 at least 48 hours prior to this meeting.**



Voucher Directory

Fiscal: : 2023 - February
 Council Date: : 2023 - February - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
American Public Works Assn	0			2023 - February - 2nd Council Meeting	
		Invoice - 2/9/2023 9:17:41 AM			
			101-000-000-543-10-48-01	Association Dues	\$432.00
		Total Invoice - 2/9/2023 9:17:41 AM			\$432.00
	Total 0				\$432.00
Total American Public Works Assn					\$432.00
AT&T Mobility FIRSTNET	0			2023 - February - 2nd Council Meeting	
		Invoice - X01272023			
			001-000-010-513-10-46-01	Utilities	\$55.96
			001-000-100-518-30-46-01	Utilities	\$48.14
			001-000-110-558-60-46-01	Utilities	\$55.96
			001-000-150-576-80-41-02	Utilities	\$48.14
			401-000-000-534-10-46-01	Utilities-Water Dept.	\$48.14
			402-000-000-535-10-46-01	Utilities-Sewer Dept.	\$48.13
			403-000-000-531-10-46-01	Utilities	\$48.13
		Total Invoice - X01272023			\$352.60
	Total 0				\$352.60
Total AT&T Mobility FIRSTNET					\$352.60
Code Publishing Inc.	0			2023 - February - 2nd Council Meeting	
		Invoice - 2/8/2023 2:14:08 PM			
			001-000-000-511-60-40-01	Codification expenses	\$235.45
		Total Invoice - 2/8/2023 2:14:08 PM			\$235.45
	Total 0				\$235.45
Total Code Publishing Inc.					\$235.45
Department of Health	0			2023 - February - 2nd Council Meeting	
		Invoice - 2/9/2023 4:22:39 PM			
			401-000-000-534-10-48-03	Operating Permits	\$1,644.95
		Total Invoice - 2/9/2023 4:22:39 PM			\$1,644.95
	Total 0				\$1,644.95
Total Department of Health					\$1,644.95

Vendor	Number	Reference	Account Number	Description	Amount
Econorthwest	0			2023 - February - 2nd Council Meeting	
		Invoice - 26680			
			001-000-110-558-60-40-07	Professional Fees/Reimbursable - Grant Funded	\$1,595.00
		Total Invoice - 26680			\$1,595.00
	Total 0				\$1,595.00
Total Econorthwest					\$1,595.00
Edge Analytical Labs	0			2023 - February - 2nd Council Meeting	
		Invoice - 23-01211			
			402-000-000-535-10-40-04	Sewer Plant Testing	\$227.00
		Total Invoice - 23-01211			\$227.00
		Invoice - 23-02549			
			402-000-000-535-10-40-04	Sewer Plant Testing	\$293.00
		Total Invoice - 23-02549			\$293.00
	Total 0				\$520.00
Total Edge Analytical Labs					\$520.00
Ferrellgas	0			2023 - February - 2nd Council Meeting	
		Invoice - 2/8/2023 11:44:08 AM			
			001-000-100-518-30-46-01	Utilities	\$179.61
			001-000-140-572-50-46-01	Utilities For Library	\$179.62
		Total Invoice - 2/8/2023 11:44:08 AM			\$359.23
	Total 0				\$359.23
Total Ferrellgas					\$359.23
Global Industrial	0			2023 - February - 2nd Council Meeting	
		Invoice - 120110493			
			408-000-000-535-40-40-01	Resurface Chlorine Contact Chamber Walls	\$1,713.27
		Total Invoice - 120110493			\$1,713.27
	Total 0				\$1,713.27
Total Global Industrial					\$1,713.27
Government Finance Officers Association	0			2023 - February - 2nd Council Meeting	
		Invoice - 0248107			
			001-000-030-514-20-49-01	Association Dues	\$160.00
		Total Invoice - 0248107			\$160.00
	Total 0				\$160.00
Total Government Finance Officers Association					\$160.00

Vendor	Number	Reference	Account Number	Description	Amount
Hanson's Bldg. Supply	0			2023 - February - 2nd Council Meeting	
		Invoice - 2302-197029			
			101-000-000-543-10-47-01	Repair & maintenance	\$159.90
		Total Invoice - 2302-197029			\$159.90
	Total 0				\$159.90
Total Hanson's Bldg. Supply					\$159.90
Humphrey Sign Co	0			2023 - February - 2nd Council Meeting	
		Invoice - 22642			
			001-000-110-558-60-30-01	Supplies	\$359.70
		Total Invoice - 22642			\$359.70
	Total 0				\$359.70
Total Humphrey Sign Co					\$359.70
ICom	0			2023 - February - 2nd Council Meeting	
		Invoice - Q2 2023-03			
			001-000-070-521-20-40-02	Dispatch Services/icom	\$5,894.55
		Total Invoice - Q2 2023-03			\$5,894.55
	Total 0				\$5,894.55
Total ICom					\$5,894.55
Instrument Technologies Inc.	0			2023 - February - 2nd Council Meeting	
		Invoice - W230132			
			402-000-000-535-10-47-01	Repairs & Maintenance	\$180.00
		Total Invoice - W230132			\$180.00
	Total 0				\$180.00
Total Instrument Technologies Inc.					\$180.00
Isl County Human Services	0			2023 - February - 2nd Council Meeting	
		Invoice - 2/10/2023 9:16:24 AM			
			001-000-125-566-00-48-06	Island Co. Alcohol Program	\$82.87
		Total Invoice - 2/10/2023 9:16:24 AM			\$82.87
	Total 0				\$82.87
Total Isl County Human Services					\$82.87
Island Disposal Inc	0			2023 - February - 2nd Council Meeting	
		Invoice - 2/8/2023 11:42:26 AM			
			001-000-010-513-10-40-01	Professional Services - ADMIN Shared Cost	\$2.57
			Island Disposal		

City of Langley Council Meeting - Draft Agenda
 Tuesday February 21, 2023 5:30pm

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-030-514-20-40-02	Professional Services - ADMIN Shared Cost	\$3.43
			Island Disposal		
			001-000-070-521-20-40-01	Professional Services - ADMIN Shared Cost	\$3.43
			Island Disposal		
			001-000-100-518-30-40-01	Professional Services - ADMIN Shared Cost	\$2.57
			Island Disposal		
			001-000-110-558-60-40-00	Professional Services - ADMIN Shared Cost	\$1.71
			Island Disposal		
			001-000-120-558-50-40-00	Professional Services - ADMIN Shared Cost	\$1.71
			Island Disposal		
			001-000-150-576-80-40-00	Professional Services - ADMIN Shared Cost	\$111.43
			Island Disposal		
			001-000-180-518-80-40-01	Professional Services	\$1.71
			Island Disposal		
			101-000-000-543-10-40-01	Professional Services - ADMIN Shared Cost	\$8.57
			Island Disposal		
			401-000-000-534-10-40-01	Professional Services - ADMIN Shared Cost	\$17.14
			Island Disposal		
			402-000-000-535-10-40-01	Professional Services - ADMIN Shared Cost	\$17.16
			Island Disposal		
			Total Invoice - 2/8/2023 11:42:26 AM		\$171.43
					\$171.43
					\$171.43
			Total 0		\$171.43
			Total Island Disposal Inc		\$171.43

JDB Sales LLC
0

2023 - February - 2nd Council Meeting

			Invoice - 1112		
			402-000-000-535-10-47-03	Equip./Facility Improvements	\$1,100.90
			Total Invoice - 1112		\$1,100.90
			Invoice - 1115		
			402-000-000-535-10-47-03	Equip./Facility Improvements	\$1,429.09
			Total Invoice - 1115		\$1,429.09
					\$2,529.99
			Total 0		\$2,529.99
			Total JDB Sales LLC		\$2,529.99

Kenyon Disend PLLC
0

2023 - February - 2nd Council Meeting

			Invoice - 1092768		
			001-000-110-558-60-40-01	Professional Fees/Reimbursible - Permit Review	\$74.00
			Total Invoice - 1092768		\$74.00
			Invoice - 1092888		
			001-000-000-511-60-40-03	Professional Services - Legal	\$908.00
			001-000-010-513-10-40-02	Professional Services - Legal	\$259.00
			001-000-030-514-20-40-03	Professional Services - Legal	\$114.50
			001-000-110-558-60-40-03	Professional Svcs Legal	\$3,054.00
			Total Invoice - 1092888		\$4,335.50

Vendor	Number	Reference	Account Number	Description	Amount
Invoice - 1093005					
			001-000-010-513-10-40-02	Professional Services - Legal	\$120.00
			001-000-030-514-20-40-03	Professional Services - Legal	\$280.00
			001-000-070-521-20-40-04	Professional Services - Legal	\$6,662.81
			001-000-110-558-60-40-01	Professional Fees/Reimbursible - Permit Review	\$40.00
			402-000-000-535-10-40-07	Professional Services - Legal	\$80.00
			Total Invoice - 1093005		\$7,182.81
	Total 0				\$11,592.31
Total Kenyon Disend PLLC					\$11,592.31
PACE Engineers, Inc.					
	0				
			2023 - February - 2nd Council Meeting		
			Invoice - 85549		
			001-000-110-558-60-40-06	Professional Services	\$537.50
			401-000-000-534-10-40-02	Engineering Services	\$357.50
			402-000-000-535-10-40-02	Engineering	\$1,125.00
			Total Invoice - 85549		\$2,020.00
			Invoice - 85956		
			001-000-110-558-60-40-01	Professional Fees/Reimbursible - Permit Review	\$250.00
			001-000-110-558-60-40-06	Professional Services	\$375.00
			401-000-000-534-10-40-02	Engineering Services	\$375.00
			408-000-000-594-34-60-04	WWTP-3 Resurface Chlorine CC Walls	\$5,497.50
			Total Invoice - 85956		\$6,497.50
	Total 0				\$8,517.50
Total PACE Engineers, Inc.					\$8,517.50
Puget Sound Energy					
	0				
			2023 - February - 2nd Council Meeting		
			Invoice - 2/8/2023 2:52:05 PM		
			101-000-000-543-10-47-00	Utilities	\$1,303.38
			401-000-000-534-10-46-01	Utilities-Water Dept.	\$25.95
				PSE	
			402-000-000-535-10-46-01	Utilities-Sewer Dept.	\$4,060.34
			Total Invoice - 2/8/2023 2:52:05 PM		\$5,389.67
	Total 0				\$5,389.67
Total Puget Sound Energy					\$5,389.67
Quill Corporation					
	0				
			2023 - February - 2nd Council Meeting		
			Invoice - 30419798		
			001-000-030-514-20-30-01	Supplies	\$54.15
			Total Invoice - 30419798		\$54.15
			Invoice - 30591867		
			001-000-030-514-20-30-01	Supplies	\$27.58
			Total Invoice - 30591867		\$27.58

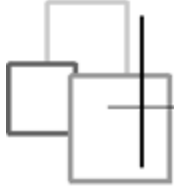
Vendor	Number	Reference	Account Number	Description	Amount
Invoice - 30620786					
			001-000-010-513-10-30-01	Office/operational Supplies	\$1.13
			001-000-030-514-20-30-01	Supplies	\$5.20
			001-000-070-521-20-30-01	Supplies-Printing	\$5.20
			001-000-100-518-30-30-01	Facilities Maint. Supplies	\$0.68
			001-000-110-558-60-30-01	Supplies	\$1.36
			001-000-120-558-50-30-01	Supplies	\$1.13
			001-000-150-576-80-30-01	Supplies	\$0.45
			001-000-180-518-80-30-01	supplies	\$0.23
			101-000-000-543-10-30-01	Supplies	\$1.81
			104-000-000-536-10-30-01	Supplies	\$0.23
			401-000-000-534-10-30-01	Supplies	\$2.49
			402-000-000-535-10-30-01	Supplies	\$2.49
			403-000-000-531-10-30-01	Supplies	\$0.22
			Total Invoice - 30620786		\$22.62
	Total 0				\$104.35
Total Quill Corporation					\$104.35
Robert Half	0			2023 - February - 2nd Council Meeting	
				Invoice - 61504885	
			001-000-030-514-20-40-04	Professional Services - Contract	\$4,242.80
			Total Invoice - 61504885		\$4,242.80
	Total 0				\$4,242.80
Total Robert Half					\$4,242.80
Sebo's DO IT Center	0			2023 - February - 2nd Council Meeting	
				Invoice - 2/10/2023 10:38:43 AM	
			001-000-030-514-20-30-01	Supplies	\$10.34
			001-000-100-518-30-30-01	Facilities Maint. Supplies	\$8.80
			101-000-000-543-10-47-01	Repair & maintenance	\$85.93
			401-000-000-534-10-30-01	Supplies	\$20.11
			401-000-000-534-10-47-01	Repairs & Maintenance	\$11.85
			401-000-000-534-10-47-01	Repairs & Maintenance	\$69.59
			401-000-000-534-80-31-01	Parts, Chemicals & Supplies	\$7.39
			Total Invoice - 2/10/2023 10:38:43 AM		\$214.01
	Total 0				\$214.01
Total Sebo's DO IT Center					\$214.01

Vendor	Number	Reference	Account Number	Description	Amount
Sound Maintenance Services Inc	0			2023 - February - 2nd Council Meeting	
		Invoice - 136298			
			105-000-000-557-30-40-03	Contract Services (R&R, Chamber 1%, County)	\$1,850.00
		Total Invoice - 136298			\$1,850.00
	Total 0				\$1,850.00
Total Sound Maintenance Services Inc					\$1,850.00
Sound Publishing Inc	0			2023 - February - 2nd Council Meeting	
		Invoice - SWR968841			
			001-000-100-518-30-40-01	Professional Services - ADMIN Shared Cost	\$60.00
		Total Invoice - SWR968841			\$60.00
		Invoice - WNT968837			
			001-000-100-518-30-40-01	Professional Services - ADMIN Shared Cost	\$61.50
		Total Invoice - WNT968837			\$61.50
		Invoice - WNT968842			
			001-000-100-518-30-40-01	Professional Services - ADMIN Shared Cost	\$55.50
		Total Invoice - WNT968842			\$55.50
		Invoice - WNT968846			
			001-000-100-518-30-40-01	Professional Services - ADMIN Shared Cost	\$61.50
		Total Invoice - WNT968846			\$61.50
	Total 0				\$238.50
Total Sound Publishing Inc					\$238.50
St of WA Dept of Revenue				2023 - February - 2nd Council Meeting	
	EFT St of WA DOR Jan 23 Excise 2/27/23				
		Invoice -WA DOR Jan 2023 Excise Tax			
		Jan 23 Excise			
			401-000-000-534-10-49-02	Excise Tax	\$3,066.83
			Jan 23 Excise		
			401-000-000-534-10-49-03	excise tax MainSt credit	(\$3,015.90)
			Jan 23 Main Street Credit		
			402-000-000-535-10-49-02	Excise Tax	\$1,109.96
			Jan 23 Excise		
			402-000-000-535-10-49-03	excise tax MainSt credit	(\$1,091.52)
			Jan 23 Main Street Credit		
			403-000-000-531-10-49-02	S/S Excise Tax	\$327.45
			Jan 23 Excise		
			403-000-000-531-10-49-03	excise tax MainSt credit	(\$322.02)
			Jan 23 Main Street Credit		
		Total Invoice -WA DOR Jan 2023 Excise Tax			\$74.80
	Total EFT St of WA DOR Jan 23 Excise 2/27/23				\$74.80
Total St of WA Dept of Revenue					\$74.80

Vendor	Number	Reference	Account Number	Description	Amount
Star Store Inc	0			2023 - February - 2nd Council Meeting	
		Invoice - 101325			
			402-000-000-535-10-40-04	Sewer Plant Testing	\$190.36
		Total Invoice - 101325			\$190.36
	Total 0				\$190.36
Total Star Store Inc					\$190.36
Town of Coupeville	0			2023 - February - 2nd Council Meeting	
		Invoice - BO-22-011			
			001-000-120-558-50-40-02	Bldg. Official/inspections	\$2,430.00
		Total Invoice - BO-22-011			\$2,430.00
		Invoice - BO-23-001			
			001-000-120-558-50-40-02	Bldg. Official/inspections	\$3,710.00
		Total Invoice - BO-23-001			\$3,710.00
	Total 0				\$6,140.00
Total Town of Coupeville					\$6,140.00
Uline	0			2023 - February - 2nd Council Meeting	
		Invoice - 159206656			
			401-000-000-534-10-30-01	Supplies	\$147.74
			402-000-000-535-10-30-01	Supplies	\$147.73
			403-000-000-531-10-30-01	Supplies	\$147.73
		Total Invoice - 159206656			\$443.20
	Total 0				\$443.20
Total Uline					\$443.20
United Business Machines	0			2023 - February - 2nd Council Meeting	
		Invoice - INV486966			
			001-000-010-513-10-40-01	Professional Services - ADMIN Shared Cost	\$7.68
			001-000-030-514-20-40-02	Professional Services - ADMIN Shared Cost	\$33.78
			001-000-070-521-20-40-01	Professional Services - ADMIN Shared Cost	\$35.31
			001-000-100-518-30-40-01	Professional Services - ADMIN Shared Cost	\$4.61
			001-000-110-558-60-40-00	Professional Services - ADMIN Shared Cost	\$9.21
			001-000-120-558-50-40-00	Professional Services - ADMIN Shared Cost	\$7.68
			001-000-150-576-80-40-00	Professional Services - ADMIN Shared Cost	\$3.07
			001-000-180-518-80-40-01	Professional Services	\$1.54
			101-000-000-544-90-40-01	Professional Services	\$10.75
			104-000-000-536-10-40-00	Professional Services - ADMIN Shared Cost	\$1.54
			401-000-000-534-10-40-01	Professional Services - ADMIN Shared Cost	\$16.89
			402-000-000-535-10-40-01	Professional Services - ADMIN Shared Cost	\$16.89

Vendor	Number	Reference	Account Number	Description	Amount
			403-000-000-531-10-40-01	Professional Services - ADMIN Shared Cost	\$4.59
		Total Invoice - INV486966			\$153.54
	Total 0				\$153.54
Total United Business Machines					
US Bank					
	0			2023 - February - 2nd Council Meeting	
		Invoice - 6608571			
			001-000-030-514-20-48-06	Credit fees	\$300.00
		Total Invoice - 6608571			\$300.00
	Total 0				\$300.00
Total US Bank					
VISA					
	0			2023 - February - 2nd Council Meeting	
		Invoice - 2/14/2023 11:52:59 AM			
			001-000-010-513-10-30-01	Office/operational Supplies	\$33.21
			Amazon		
			001-000-010-513-10-40-01	Professional Services - ADMIN Shared Cost	\$42.98
			mail chimp		
			001-000-030-514-20-30-01	Supplies	\$52.22
			deposit stamp		
			001-000-030-514-20-30-01	Supplies	\$34.80
			Wanda bus. cards		
			001-000-030-514-20-40-02	Professional Services - ADMIN Shared Cost	\$59.82
			zoom		
			001-000-030-514-20-42-01	Travel Transportation/Meals/Lodging	\$167.60
			DARREL FERRY		
			001-000-030-518-61-20-01	Litigation Settlement (Public Records)	\$38.00
			001-000-070-521-20-30-01	Supplies-Printing	\$53.02
			business cards Tavier, Charlie		
			001-000-110-558-60-30-01	Supplies	\$24.20
			business cards Meredith		
			001-000-180-518-80-32-04	Software and IT	\$16.31
			mayor adobe		
		Total Invoice - 2/14/2023 11:52:59 AM			\$522.16
	Total 0				\$522.16
Total VISA					

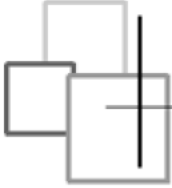
Vendor	Number	Reference	Account Number	Description	Amount
Vision Municipal Solutions	0			2023 - February - 2nd Council Meeting	
		Invoice - 09-12191			
			001-000-180-518-80-32-04	Software and IT	\$110.00
		Total Invoice - 09-12191			\$110.00
		Invoice - 09-12272			
			401-000-000-534-10-40-01	Professional Services - ADMIN Shared Cost	\$275.57
			402-000-000-535-10-40-01	Professional Services - ADMIN Shared Cost	\$275.57
		Total Invoice - 09-12272			\$551.14
	Total 0				\$661.14
Total Vision Municipal Solutions					\$661.14
Watershed Company	0			2023 - February - 2nd Council Meeting	
		Invoice - 2023-0222			
			001-000-110-558-60-40-07	Professional Fees/Reimbursable - Grant Funded	\$2,353.75
		Total Invoice - 2023-0222			\$2,353.75
	Total 0				\$2,353.75
Total Watershed Company					\$2,353.75
Whidbey Telecom	0			2023 - February - 2nd Council Meeting	
		Invoice - 2/10/2023 10:07:31 AM			
			001-000-000-511-60-46-01	Utilities	\$79.16
			001-000-010-513-10-46-01	Utilities	\$72.63
			001-000-030-514-20-46-01	Utilities	\$224.79
			001-000-070-521-20-46-01	Utilities	\$21.91
			001-000-100-518-30-46-01	Utilities	\$301.41
			001-000-110-558-60-46-01	Utilities	\$72.63
			001-000-120-558-50-46-01	Utilities	\$62.94
			001-000-150-576-80-41-02	Utilities	\$21.91
			101-000-000-543-10-47-00	Utilities	\$72.63
			401-000-000-534-10-46-01	Utilities-Water Dept.	\$66.99
			402-000-000-535-10-46-01	Utilities-Sewer Dept.	\$186.81
			403-000-000-531-10-46-01	Utilities	\$21.90
		Total Invoice - 2/10/2023 10:07:31 AM			\$1,205.71
	Total 0				\$1,205.71
Total Whidbey Telecom					\$1,205.71
Grand Total		Vendor Count	34		\$60,584.74



Voucher Directory

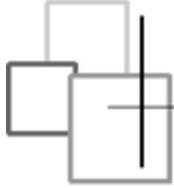
Fiscal: : 2023 - February
 Council Date: : 2023 - February - February Manual

Vendor	Number	Reference	Account Number	Description	Amount
Darrel Duhm	43199			2023 - February - February Manual	
		Invoice - Claim for Expense 2/3/23			
			001-000-030-514-20-30-01	Supplies	\$52.84
			001-000-030-514-20-42-01	Travel Transportation/Meals/Lodging	\$41.40
		Total Invoice - Claim for Expense 2/3/23			\$94.24
	Total 43199				\$94.24
Total Darrel Duhm					\$94.24
IRS - USATAXPYMT					
	Payment - 2/14/2023 3:59:50 PM			2023 - February - February Manual	
		Invoice - EFTPS 2nd January Payroll Deposit			
			632-000-000-586-00-00-01	Payroll Taxes	\$14,966.99
				PR TAX 2nd Jan Deposit - EFT	
		Total Invoice - EFTPS 2nd January Payroll Deposit			\$14,966.99
	Total Payment - 2/14/2023 3:59:50 PM				\$14,966.99
Total IRS - USATAXPYMT					\$14,966.99
Grand Total		Vendor Count	2		\$15,061.23



Direct Deposit Activity

Name	Social Security #	Bank Name	Account Number	Type	Amount
Direct Deposit Run - 2/1/2023			2/1/2023		
Baldwin, Darlene				Checking	\$1,781.38
Bobis, Harolynne N				Checking	\$45.88
Cattand, Alexis				Checking	\$2,004.78
Chaplin, Scott				Checking	\$1,639.71
Durr, Robert J.				Checking	\$2,216.67
Fleming, Gail T				Checking	\$45.88
Grone, Wanda J				Checking	\$3,099.58
Grove, Timothy J.				Checking	\$2,677.38
Hamilton, Bryan E.				Checking	\$2,280.01
Hathaway, Nicholas G				Checking	\$4,038.96
Herzberg, Robert				Checking	\$559.23
Liggitt, Charles E.				Checking	\$5,615.80
Marks, Joshua W.				Checking	\$1,920.97
McDivitt, Tara J				Checking	\$1,888.04
Pace, Jeremiah J.				Checking	\$1,793.82
Penny, Meredith B				Checking	\$2,751.87
Perry, Randi M.				Checking	\$2,745.81
Salerno, Rhonda A				Checking	\$45.88
Wasser, Tavier				Checking	\$2,996.44
					\$40,148.09
					\$40,148.09



Payroll Register

Number	Name	Fiscal Description	Cleared	Amount
<u>43192</u>	Cyr, Craig	2023 - February - 1st Council Meeting		\$45.88
<u>43193</u>	Gill, Thomas	2023 - February - 1st Council Meeting		\$45.88
<u>43194</u>	AFLAC WORLDWIDE HEADQTRS	2023 - February - 1st Council Meeting		\$213.42
<u>43195</u>	CITY OF LANGLEY	2023 - February - 1st Council Meeting		\$14,966.99
<u>Direct Deposit Run -</u> <u>2/1/2023</u>	Payroll Vendor	2023 - February - 1st Council Meeting		\$40,148.09
				\$55,420.26

RECEIVED
FEB 13 2023

Approved BY: Scott Hoyle
2/16/2023



VOLUNTEER APPLICATION

CITY OF LANGLEY

112 Second St./PO Box 366 Langley, Washington 98260 (360) 221-4246

Position Volunteer - Planning Advisory Board - 2/13/23 Board/Department P Date 2/13/23

Name: Last Smith First David

Street Address [Redacted] Langley WA [Redacted]

Mailing Address (if different) Langley WA Email Address [Redacted]

City Langley State WA Zip 98260 Daytime Phone (same)

Are at least 18 years old? Yes No If not, please specify your age _____

BACKGROUND:

Education Architectural Degree (Arizona)

Occupation (s): Architect, Community Planning

Other Volunteer Positions: voter precinct captain (CA)

Hobbies: design

Other applicable experience: Business owner, design competitions

SKILLS:

List Applicable Skills Land use planning (attached & detached) including affordable housing (for-sale & rental)

DESIRE:

Briefly describe why you are interested in volunteering:
Moved here 7 years ago & love it - time to give back a bit - always enjoyed the process.

Signature: David Smith Date: 2/13/23

Volunteer Application Revised 01-22-08

Council Meeting Minutes
Monday, February 6, 2023

Meeting was called to order by Mayor Scott Chaplin at 5:30pm

Land Acknowledgement

ROLL CALL

In attendance: Council Member Harolynne Bobis, Council Member Rhonda Salerno, Council Member Thomas Gill, Council Member Craig Cyr, Council Member Gail Fleming, Meredith Penny Director of Community Planning, Randi Perry Director of Public Works, Tavier Wasser Chief of Police, Wanda Grone Finance Director, and Darlene Baldwin Interim City Clerk

APPROVAL OF CONSENT AGENDA

Motion to Approve Consent Agenda

Motion: Council Member Rhonda Salerno
2nd: Council Member Harolynne Bobis

Motion Passed unanimously with spelling correction to Ogden Murphy Wallace, PLLC Contract

Introduction of Ogden Murphy Wallace, PLLC Staff; Sara Springer, Zach Lell & Emily Romanenko

APPROVAL OF AGENDA

Motion to Approve Agenda

Motion: Council Member Craig Cyr
2nd: Council Member Gail Fleming

Discussion:

Remove second Executive Session

Move New Business Item 1. Chlorine Contact Resurfacing Bid to next Staff Report Randi Perry

Add New Business Item 1 Whidbey Camano Land Trust Presentation from Meredith Penny

Motion Passed unanimously with adjustment

APPROVAL OF MINUTES

Motion to Approve Minutes with corrections

Motion: Council Member Thomas Gill
2nd: Council Member Rhonda Salerno

Motion Passed Unanimously with changes

PUBLIC COMMENT

Kathleen Kenaway- Working on grant for Brookhaven Creek. Does she need insurance to cover volunteers to work on it. Will meet with Mayor.

Vicky Welfare- Announced her upcoming retirement 2/28. An open house will be held 2/17/2023 to celebrate her years with Sno-Isle

PRESENTATIONS

1. Presentation from Bob Waterman, chair of the Historic Preservation Commission
2. Presentation from Dominique Emerson, Chair of the Public Works Advisory Commission

MAYORS REPORT

1. 2022 Public Records case was dismissed in court. 2016 case the judge ordered the city to pay almost \$37,000, but since then the case has been appealed so the check was cancelled
2. Attended Joint Whidbey Camano Tourism Committee meetings. They now have a new Executive Board. Volunteered as Treasurer of Committee. Has been contacted by State Auditor's Office to assist in review of the agency
3. Met with Granicus to review their software demonstration on creating and posting agendas, minutes and commission tracking
4. Looking for new revenue and thinks there are opportunities to apply for Federal Grants
5. Introduction of 2023 EPA Solid Waste Infrastructure of Recycling Grant
 - a. Sarah Berquist, the Interim Director for WSU Extension introduced herself
 - b. Joan Green, member of Zero Waste Group in Langley introduced herself
6. Information on Edge Lane Roads in packet, as a way to reduce speeds, increase bike and pedestrian safety

ORDINANCES/RESOLUTIONS

1. First Reading of Ordinance to approve City Administer/Clerk Position and City Structure – Chris Carlson, Chair Finance & Personnel Legislative Commission

Motion to Consider and Approve the Ordinance for Structure of City

Administrator/Clerk Position with updates that were sent to council over weekend

Motion: Council Member Rhonda Salerno

2nd: Council Member Harolynne Bobis

Discussion:

Chris Carlson presentations of Ordinance

Council Member Harolynne Bobis thought ordinance and presentation was clear

Council Member Rhonda Salerno appreciates all the work and clarity on updates

Council Member Thomas Gill concern with word “shall” in the opening paragraph. Reason being that the word choice “shall” dictates that this position must be created and filled. Suggests the word “shall” be changed to “may”

Council Member Craig Cyr supports the code that has been brought forward

Council Member Gail Fleming is impressed with ordinance as amended

Motion Passed

Four Council Members voted In Favor
One Council Member Thomas Gill voted Nay

2. Resolution to support the proposal of the Port of Everett to construct an interim commercial parking lot consisting of 99 parking spaces in Mukilteo Parking lot– Council Member Rhonda Salerno

Motion to Direct the Mayor in sign the Resolution

Motion: Council Member Thomas Gill
2nd: Council Member Harolynne Bobis

Motion Passed

Four Council Members voted In Favor
One Council Member Harolynne Bobis abstained from voting

- Reason not enough infrastructure in Mukilteo or options for physically challenged

NEW BUSINESS

1. Whidbey Camano Land Trust Looking for support from the city to apply for a Conservation Futures Fund Grant issued through Island County – Meredith Penny, Director of Community Planning

Discussion:

Vance and Tiny Tillman shared information about the 25-acre Fosseks Farm parcel number R32 903 301 1780

Motion to Support the purchase of a conservation easement by the Whidbey Island Camano Land Trust

Motion: Council Member Rhonda Salerno
2nd: Council Member Gail Fleming

Motion Passed unanimously

All Council Members voted in Favor

2. Introduction of the opportunity for Langley to participate in a Regional Comprehensive Economic Development Strategy (CEDS) – Scott Chaplin, Mayor, Sharon Sappington, Executive Director of Economic Development Council and Jennifer Novech, Ph. D

Motion to Support CEDS with \$1100 from the City of Langley

Motion: Council Member Rhonda Salerno
2nd: Council Member Gail Fleming

Motion Passed unanimously

UNFINISHED BUSINESS

1. Library Building Improvements Progress Update -Randi Perry, Director of Public Works, Meredith Penny, Director of Community Planning & David Durante, Deputy Director of Sno-Isle Libraries
 - a. Library is proposing the following building improvements:
 - i. Upgrade entry to ADA accessibility standards
 - ii. Provide two accessible, ADA code compliant restrooms. This will include low flow plumbing fixtures
 - iii. Repair and replace facility systems to meet LEED Silver Certification for energy efficiency
 - iv. Electrical upgrades
 - v. Lower-level renovation
 - vi. Structural changes
2. Council approval to Authorize Chlorine Contact Chamber Resurfacing Bid- Randi Perry, Public Works Director

Motion to Approve Bid submitted by Molecular Inc.

Motion: Council Member Harolynne Bobis
2nd: Council Member Thomas Gill

Motion Passed unanimously

3. Council review of Financial Policy Development-Credit Card Policy and Procedures and Credit Card User Agreement-Wanda Grone, Finance Director

Motion to Approve Updated Financial Policy, Credit Card Policy and Procedures and Credit Card User Agreement

Motion: Council Member Thomas Gill
2nd: Council Member Harolynne Bobis

Motion Passed unanimously

DISUCSSION

1. Review of Council Compensation- Gail Fleming, Council Member
Discussion: Send request to review council compensation to Finance & Personnel Legislative Commission for 2024 Budget Review

COUNCIL REPORTS

1. Council Member Harolynne Bobis
 - a. Staying informed on Library remodel process which was discussed in detail earlier at council meeting
2. Council Member Rhonda Salerno
 - a. Attended the Climate Crisis Action Committee to talk to them about the zero-waste ordinance. The students' goal is to have the ordinance come up for a second reading. Rhonda let them know the reality of that and encouraged students to continue working with the community
 - b. Continuing to work on Water Conference being held May 26th & 27th @ WICA
3. Council Member Craig Cyr

- a. Island Transit Board received a 63-page Zero Emission Fleet Transportation Plan, with exciting news on electric buses for Whidbey. Route 60 was expanded, so now it goes to Freeland instead of ending at Bayview. A Sunday service is being added in May.
4. Council Member Thomas Gill
 - a. Attended the Fairgrounds Advisory Meeting and heard that they are interested in upcoming Ordinances around green construction
 - b. Attended Cemetery Commission meeting, they are still looking at bids for raising one of the basalt columns and starting to do research for 2024 work
5. Council Member Gail Fleming
 - a. Continuing to give input on the Tree Ordinance update as well as following along with the Critical Areas Ordinance
 - b. Attended Planning Advisory Meeting which was meeting full of information

MAYOR

Discussion on how meeting went

ADJOURNMENT- 7:50 pm Mayor Scott Chaplin

FPLC - Langley Municipal Code Recommendations for City Administrator Structure

Last Updated: 02/03/2023

Summary of Changes

Title 2 Administration and Personnel

- Add Chapter for City Administrator (2.05)
- Revise Chapter 2.16 City Clerk/Treasurer
- Revise Chapter 2.19 Finance Department and Director
- Revise Chapter 2.12.020 Bond requirement
- Revise Other Misc. References to Clerk-Treasurer

Change Details

Add Chapter for City Administrator (2.05)

2.05.010 - Position created.

There is created the position of city administrator, who shall be and act as the administrative and executive supervisor of the city government under the authority and direction of the mayor. The position of city administrator shall be filled by appointment of the mayor with the consent and approval of a majority of the city council. The position of city administrator shall be an at-will position; any person so appointed to the position of city administrator shall serve at the pleasure of the mayor. Appointment of any person to the position of city administrator shall not be deemed to have conferred upon such appointee any express or implied contractual right to nor any property interest or liberty interest in continued employment with the city as city administrator or in any other capacity. The city may, at its option, enter into a formal contract with any person appointed as city administrator; provided, however, that such contract may not vary the provisions of this section.

2.05.020 - Duties.

A. The city administrator shall assist the mayor in the performance of his or her duties and shall do all things required by the mayor to assist in the administration of the business of the city government. The city administrator shall oversee and supervise the various city departments as directed by the mayor, and shall assist in the coordination of city business between the city council and various city officers and departments.

B. Without limiting the generality of the foregoing, in accordance with state and local law, the city administrator shall have the following specific duties, powers and responsibilities:

1. Under the direction and authority of the mayor, the city administrator shall supervise, administer and coordinate the activities and functions of the various city officers and departments in carrying out the requirements of city ordinances and policies of the city, and to administer and supervise the carrying out of the decisions, regulations and policies of the various city departments, as designated from time to time by the mayor and council.

2. The city administrator shall plan and direct all administrative activities in the city, develop and implement internal policies and procedures, appraise the efficiency and effectiveness of city employees and take necessary actions to ensure the maximum efficiency of the general operations of the city.

4. The city administrator shall regularly report to the mayor concerning the status of all assignments, duties, projects and functions of the various city officers and departments.

5. The city administrator shall serve as personnel officer for the city. As personnel officer, the city administrator shall, subject to approval of the mayor, supervise the hiring and discharge of all city employees except employees and officers required by state law or city ordinance to be appointed by the mayor or elected by the voters of the city.

6. The city administrator shall assist the mayor in supervising preparation of the annual budget and its submission to the council, and be responsible for supervising its administration after adoption.

7. The city administrator shall assist the mayor in conducting the city's business in all matters, and perform such other duties and assume such other responsibilities as the mayor may direct, or as may be required by ordinance or resolution of the city council.

8. The city administrator shall meet with the mayor and city council as often as is necessary to keep them informed of the status and result of departmental operations and projects.

9. The city administrator shall act as the city representative in areas such as labor relations, intergovernmental relations, conferences, conventions and seminars related to improved city administration. They shall delegate responsibility as necessary to accomplish desired objectives.

10. The city administrator shall undertake special projects at the direction or request of the mayor.

11. The city administrator shall be informed about and remain cognizant of federal and state grant and loan opportunities that could be of pecuniary value to the city, and shall alert the proper city officials to any opportunities for taking advantage of federal and state grants which could benefit the city.

12. The city administrator shall be responsible for oversight of the various citizen commissions established by the city council, and ensure their compliance with relevant city code and state laws pertaining to them. They shall propose to the city council revisions to city code when appropriate to ensure the effective operations of citizen commissions. They shall alert the city

council to open positions, solicit and collect applications for open positions, and encourage productive communication between commissions, city staff, and the city council.

2.05.030 - Compensation.

The compensation for the office of the city administrator shall be as may be fixed by the city council annually at the time that the budget is adopted. (Ord. 354, 1981)

2.05.040 Combined Offices.

In the event the office of city administrator is combined with any other appointive position in the city where the same is not prohibited by statute, compensation for such combined offices shall be as fixed by the city council, and shall not necessarily be the total of the compensation fixed for each office individually.

2.05.050 Residency requirements.

The city administrator need not reside within the city.

2.05.060 - Conflict of provisions.

To the extent that the provisions of this chapter or any employment contract with a city administrator relating to employee tenure, compensation and benefits conflict with any other ordinances, resolutions or the employee manual of the city, the provisions of this chapter and such employment contract shall prevail. To the extent that such provisions of this chapter conflict with any such employment contract, the provisions of this chapter shall prevail.

Revise Chapter 2.16 City Clerk/Treasurer

Current	New
Title: City Clerk/Treasurer	Title: Clerk
<p>2.16.010 Office created.</p> <p>There is created and established the office of city clerk-treasurer, to be appointed by the mayor subject to city council confirmation, as provided in Chapter <u>2.12</u>. (Ord. 354, 1981)</p>	<p>2.16.010 Office created.</p> <p>There is created and established the office of clerk, to be appointed by the mayor subject to city council confirmation, as provided in Chapter <u>2.12</u>. (Ord. 354, 1981, new ord)</p>
<p>2.16.020 Powers – Duties.</p> <p>A. The city clerk-treasurer shall have the powers and duties provided by statute and ordinance, now existing or hereafter adopted, and shall be subject to the general supervision of the mayor of the city.</p>	<p>2.16.020 Powers – Duties.</p> <p>A. The clerk shall have the powers and duties provided by statute and ordinance, now existing or hereafter adopted, to be performed by a clerk of a non-charter code city operating under the mayor council plan.</p>

<p>B. The duties of the city clerk-treasurer shall include, but are not limited to, attendance by the clerk, or a deputy, at all meetings of the city council to record the proceedings and keep an accurate record thereof, to maintain custody of all official records and to provide for public inspection and copying, to attest to public instruments and official acts of the mayor, to keep the council fully advised of the financial condition of the city, and to assist in the preparation of a proposed budget for the fiscal year, and to be responsible for its administration upon adoption. (Ord. 354, 1981)</p>	<p>1. The clerk shall keep a full and true record of every act and proceeding of the city council, and to keep such book accounts and make such reports as may be required by the Division of Municipal Corporations in the office of the State Auditor.</p> <p>2. The clerk shall record all ordinances and resolutions, annexing thereto a certificate giving the number and title of the ordinance, stating that the ordinance was published and posted according to law, and that the record is a true and correct copy thereof.</p> <p>3. The clerk shall be custodian of the seal of the city and to have authority to acknowledge the execution of all instruments by the city which require acknowledgments.</p> <p>4. The clerk shall have the authority to take all necessary affidavits to claims against the city and certify them without charge.</p> <p>5. The clerk shall perform such other duties as may be required by statute or ordinance.</p> <p>6. The clerk shall serve as the city's public records officer, and shall have all powers and duties assigned to that role under the Washington State public records act.</p> <p>7. The clerk shall delegate such duties and responsibilities unless otherwise prohibited by law.</p>
<p>2.16.030 Deputy clerk-treasurer.</p> <p>One or more deputy city clerk-treasurer positions may be created, which shall be filled by appointment by the mayor and approval of the city council as provided by Chapter 2.12. (Ord. 354, 1981)</p>	<p>2.16.030 Deputy Clerk.</p> <p>One or more deputy clerk positions may be created, which shall be filled by appointment by the mayor and approval of the city council as provided by Chapter 2.12. (Ord. 354, 1981, new ord)</p>
<p>2.16.040 Compensation.</p> <p>The compensation for the office of the city clerk/treasurer shall be as may be fixed by</p>	<p>2.16.040 Compensation.</p> <p>The compensation for the office of the clerk shall be as may be fixed by the city council</p>

the city council annually at the time that the budget is adopted. (Ord. 354, 1981)	annually at the time that the budget is adopted. (Ord. 354, 1981)
NEW ADDITION	<p>2.16.050 Combined Offices.</p> <p>In the event the office of treasurer is combined with any other appointive position in the city where the same is not prohibited by statute, compensation for such combined offices shall be as fixed by the city council, and shall not necessarily be the total of the compensation fixed for each office individually.</p>

Revise Chapter 2.19 Finance Department and Director

NEW ADDITION	<p>2.19.060 Deputy Treasurer.</p> <p>One or more deputy treasurer positions may be created, which shall be filled by appointment by the mayor and approval of the city council as provided by Chapter 2.12. (Ord. 354, 1981, new ord)</p>
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Revise Chapter 2.12.020 Bond requirement

Current	New
<p>2.12.020 Bond requirement.</p> <p>A. Before entering into the performance of their respective duties to the city, the following officers of the city shall furnish to the city a good and sufficient surety bond conditioned upon the faithful performance and discharge of their duties, and for the proper application and payment of all funds or property received by virtue of their official positions with the city:</p> <ol style="list-style-type: none"> 1. Clerk-treasurer, \$50,000; 2. Deputy clerk-treasurer, \$5,000; 	<p>2.12.020 Bond requirement.</p> <p>A. Before entering into the performance of their respective duties to the city, the following officers of the city shall furnish to the city a good and sufficient surety bond conditioned upon the faithful performance and discharge of their duties, and for the proper application and payment of all funds or property received by virtue of their official positions with the city:</p> <ol style="list-style-type: none"> 1. City Administrator, Clerk, Finance Director, Treasurer, \$50,000; 2. Deputy Clerk, Deputy Treasurer, \$5,000;

<p>3. Chief of police, \$1,000;</p> <p>4. Patrolman, \$1,000.</p> <p>B. The required surety bond shall be filed with the city clerk and thereafter the city shall pay the reasonable cost of the surety bond or reimburse the officer for its cost.</p> <p>C. In the event of the expiration or cancellation of the surety bond, notice shall be served upon the city clerk-treasurer who shall notify the city council at its next regularly scheduled meeting.</p> <p>D. The surety bonds which are required by this section may be either of the blanket or individual type. (Ord. 504, 1987; Ord. 353, 1981)</p>	<p>3. Chief of police, \$1,000;</p> <p>4. Patrolman, \$1,000.</p> <p>B. The required surety bond shall be filed with the city clerk and thereafter the city shall pay the reasonable cost of the surety bond or reimburse the officer for its cost.</p> <p>C. In the event of the expiration or cancellation of the surety bond, notice shall be served upon the city clerk who shall notify the city council at its next regularly scheduled meeting.</p> <p>D. The surety bonds which are required by this section may be either of the blanket or individual type. (Ord. 504, 1987; Ord. 353, 1981; new ord)</p>
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Revise Other Misc. References to Clerk-Treasurer

Current	New
<p>2.06.030 Special meetings.</p> <p>2.06.060 Meetings – Attendance</p> <p>2.06.070 Meetings – Agenda – Preparation – Distribution.</p> <p>2.06.080 Meetings – Order of business.</p> <p>2.06.090 Meetings – Conduct.</p> <p>2.06.110 Officers – Mayor.</p> <p>2.06.120 Officers – Presiding officer.</p> <p>2.06.190 Conflict of interest – Appearance of fairness.</p> <p>2.06.230 Public hearings.</p> <p>2.06.260 Complaints and suggestions.</p>	<p>Replace all references to “clerk-treasurer” with just “clerk”.</p>

<p>2.10.010 Clerk-treasurer defined.</p> <p>2.10.020 Request for records.</p> <p>2.10.030 Response to request.</p> <p>2.10.050 Records copy charge.</p> <p>2.10.060 Alteration of cost schedule.</p> <p>2.10.070 Costs – Court transcripts.</p> <p>5.04.050 Procedure.</p> <p>5.04.060 Term of license and renewal.</p>	
<p>3.28.020 Initiation of improvement.</p> <p>3.28.090 Collection of assessment – Local improvement district fund.</p> <p>3.28.095 Foreclosure of delinquent assessments.</p> <p>3.28.100 Bond – Assessment.</p> <p>3.28.110 Bond – Installment plan.</p> <p>3.80.020 Responsibility for administration.</p> <p>3.80.030 Determination of value.</p> <p>3.80.040 Report to clerk-treasurer – Initial procedure.</p> <p>3.80.045 Property worth \$1,000 or less.</p> <p>3.80.050 Procedure – Property of a value greater than \$1,000 and less than \$20,000.</p> <p>3.80.060 Procedure – Property of a value of \$20,000 or more.</p> <p>13.01.010 Water system – Definitions.</p> <p>13.01.040 Water department established – Administration.</p> <p>13.01.050 Application – Generally.</p> <p>13.01.060 Application – Form.</p>	<p>Replace all references to “clerk-treasurer” with just “finance director”.</p>

<p>13.01.100 Connection to water main.</p> <p>13.01.280 Billing disputes – Responsible party – Reduced utility charges in special cases.</p> <p>13.01.530 Delinquent payments.</p> <p>13.01.560 Meter testing – Adjustment of bill.</p> <p>13.01.630 Termination of service.</p> <p>2.52.065 Donation/transfer of lots or plots.</p> <p>2.52.070 Price schedule.</p> <p>2.52.110 Burials.</p> <p>3.68.010 Audit of claims.</p> <p>3.68.040 Payment of claims.</p> <p>3.68.050 Clerk-treasurer’s bond.</p> <p>3.68.062 Purchase order procedures.</p>	
<p>2.06.130 Officers – Clerk-treasurer.</p> <p>As per Chapter 2.16, the city clerk-treasurer shall:</p> <p>A. Have the powers and duties provided by statute and ordinance, now existing or hereafter adopted, and shall be subject to the general supervision of the mayor of the city;</p> <p>B. The duties of the city clerk-treasurer shall include, but are not limited to, attendance by the clerk-treasurer or a deputy at all meetings of the city council to record the proceedings and keep an accurate record thereof, to maintain custody of all official records and to provide for public inspection and copying, to attest to public instruments and official acts of the mayor, to keep the council fully advised of the financial condition of the city and to assist in the preparation of a proposed budget for the fiscal year, and to be responsible for its administration upon adoption. (Ord. 559, 1990)</p>	Remove
<p>2.06.140 Officers – Deputy clerk-treasurer.</p> <p>One or more deputy clerk-treasurer positions may be created, which shall be filled by appointment by the mayor and approval of the city council as provided by Chapter 2.12. (Ord. 559, 1990)</p>	Remove



City of Langley

MEMORANDUM

To: Langley City Council and Mayor Scott Chaplin
From: Randi Perry, Director of Public Works
Re: Puget Sound Nutrient Reduction Grant Agreement
Meeting Date: February 21, 2023

This memo provides an update and recommendation to accept \$172,395.00 for the planning, implantation or management of the nutrient discharge reduction identified in the Puget Sound Nutrient General Permit.

January 1, 2022, the Department of Ecology issued the Puget Sound Nutrient General Permit. The permit places limitations on the discharge of nutrients from the Sewer Treatment Plant to the surface waters of the Puget Sound. To comply with the permit requirements the city will need to assess nitrogen removal potential and evaluate optimization strategies. This will begin with treatment process performance assessment to develop treatment process optimization to maximize nitrogen removal from the existing treatment plant discharge. The city is required to develop a nutrient optimization report and begin to implement adaptive management actions, complete an AKART analysis (all known, available, and reasonable methods of prevention, control and Treatment) and an Environmental Justice review. Increased water quality monitoring and reporting is already underway.

The intent of the Puget Sound Nutrient Reduction Grant is to cover a portion of the costs to comply with the Puget Sound Nutrient Permit requirements. The City is eligible to receive \$172,395.00 to be expended before 12/31/2025. This grant is 0% match and payment will be made on a reimbursable basis for approved and completed work. Authorizing this funding will include adding the grant as a revenue source in the Sewer Operating Budget (402) and a line item for grant expenditures.

The agreement has been sent to the City Attorney for review on February 15, 2023.

STAFF RECOMMENDS: Council authorize and accept the \$172,395.00 grant from the Department of Ecology and authorize the mayor or his designee to sign the agreement, following satisfactory review by the City Attorney.

Agreement No. WQPSNR-2021-LangCo-00027

WATER QUALITY PUGET SOUND NUTRIENT REDUCTION AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF LANGLEY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Langley, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Puget Sound Nutrient Reduction Grant
Total Cost:	\$172,395.00
Total Eligible Cost:	\$172,395.00
Ecology Share:	\$172,395.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	12/31/2025
Project Type:	Wastewater Facility

Project Short Description:

This project will assist Puget Sound Nutrient Permittees in planning, implementation or management of nutrient discharge reduction identified in the Puget Sound Nutrient General Permit.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing nutrients discharged to Washington waters of the Salish Sea.

Agreement No: WQPSNR-2021-LangCo-00027
 Project Title: Puget Sound Nutrient Reduction Grant
 Recipient Name: City of Langley

RECIPIENT INFORMATION

Organization Name: City of Langley

Federal Tax ID: 91-6001453

Mailing Address: PO Box 366
 Langley, WA 98260

Physical Address: 112 Second Street

Contacts

<p>Project Manager</p>	<p>Randi Perry Director of Public Works 112 Second Street Langley, Washington 98260 Email: publicworks@langleywa.org Phone: (360) 221-4219</p>
<p>Billing Contact</p>	<p>Randi Perry Director of Public Works 112 Second Street Langley, Washington 98260 Email: publicworks@langleywa.org Phone: (360) 221-4219</p>
<p>Authorized Signatory</p>	<p>Randi Perry Director of Public Works 112 Second Street Langley, Washington 98260 Email: publicworks@langleywa.org Phone: (360) 221-4219</p>

Agreement No: WQPSNR-2021-LangCo-00027

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: City of Langley

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Veronica Bridges</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: VEBR461@ecy.wa.gov Phone: (564) 669-3842</p>
<p>Financial Manager</p>	<p>Veronica Bridges</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: VEBR461@ecy.wa.gov Phone: (564) 669-3842</p>
<p>Technical Advisor</p>	<p>Adrien Carroll-Perkins</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: ADCA461@ecy.wa.gov Phone: (360) 870-7424</p>

Agreement No: WQPSNR-2021-LangCo-00027
 Project Title: Puget Sound Nutrient Reduction Grant
 Recipient Name: City of Langley

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$0.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

Agreement No: WQPSNR-2021-LangCo-00027
 Project Title: Puget Sound Nutrient Reduction Grant
 Recipient Name: City of Langley

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$172,395.00

Task Title: Nutrient General Permit Implementation

Task Description:

The RECIPIENT will conduct work related to implementation of the Puget Sound Nutrient General Permit.

Work funded under this task may include:

- Staff time, equipment, supplies, training, or other expenses related to meeting permit requirements and reducing nutrient discharges.
- Monitoring and laboratory analysis.
- Preparation of the Nitrogen Optimization Plan, the Nutrient Reduction Evaluation, or the AKART analysis.
- Implementation of an optimization strategy.
- Equipment purchases over \$10,000 must be pre-approved by ECOLOGY.

If the RECIPIENT is out of compliance with the Puget Sound Nutrient General Permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the nutrients delivered to the Puget Sound by implementing measures required by the Puget Sound Nutrient General Permit.

Task Expected Outcome:

The RECIPIENT will implement measures required by the Puget Sound Nutrient General Permit.

Nutrient General Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed.	

Agreement No: WQPSNR-2021-LangCo-00027
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: City of Langley

SCOPE OF WORK

Task Number: 3 **Task Cost: \$0.00**

Task Title: Cultural Resource Review

Task Description:

If any optimization strategies implemented from Task 2 include above and below ground disturbance activities, such as but not limited to, ground disturbing BMP installations, site prep work, geotechnical work, the RECIPIENT will ensure the following items are completed and provide the associated deliverables to ECOLOGY.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.
2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

Task Goal Statement:

If needed based on optimization strategies implemented from Task 2, the RECIPIENT will complete all cultural reviews in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, rules, and regulations for state funded projects.

Agreement No: WQPSNR-2021-LangCo-00027

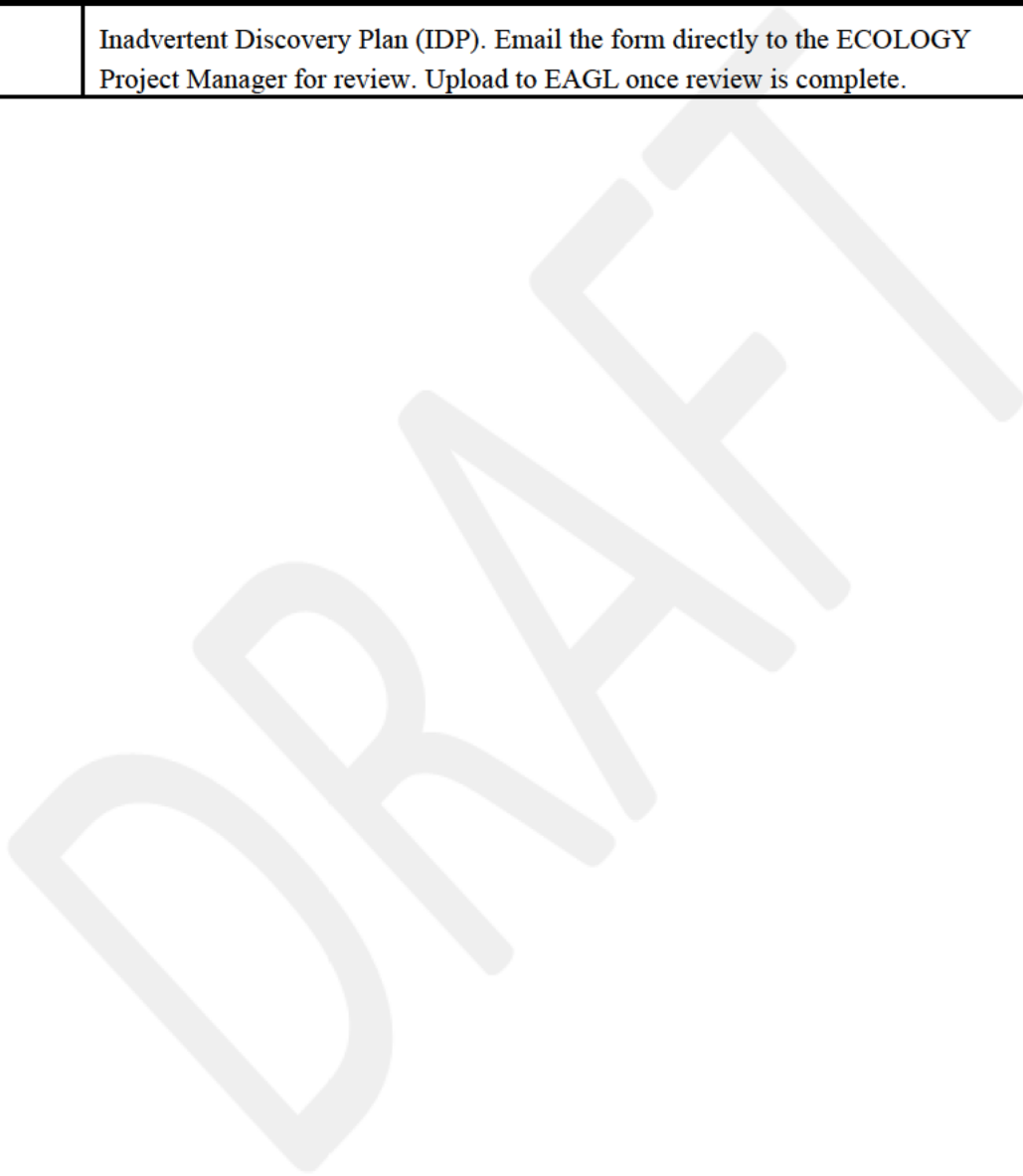
Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: City of Langley

Cultural Resource Review

Deliverables

Number	Description	Due Date
3.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
3.2	Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	



Agreement No: WQPSNR-2021-LangCo-00027
 Project Title: Puget Sound Nutrient Reduction Grant
 Recipient Name: City of Langley

BUDGET

Funding Distribution EG230170

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Puget Sound Nutrient Reduction Grant 2021 Funding Type: Grant
 Funding Effective Date: 07/01/2021 Funding Expiration Date: 12/31/2025

Funding Source:

Title: Puget Sound Nutrient Reduction

Fund: FD

Type: State

Funding Source %: 100%

Description: The Puget Sound Nutrient Reduction Grant Program provides grants to specific wastewater treatment facilities that discharge to Puget Sound. The grants are provided for planning and/or process efficiencies for meeting requirements of the Puget Sound Nutrient General Permit.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Puget Sound Nutrient Reduction Grant 2021	Task Total
Grant and Loan Administration	\$ 0.00
Nutrient General Permit Implementation	\$ 172,395.00
Cultural Resource Review	\$ 0.00

Total: \$ 172,395.00

Agreement No: WQPSNR-2021-LangCo-00027

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: City of Langley

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Puget Sound Nutrient Reduction Grant 2021	0.00 %	\$ 0.00	\$ 172,395.00	\$ 172,395.00
Total		\$ 0.00	\$ 172,395.00	\$ 172,395.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**Water Quality Puget Sound Nutrient Reduction Grant Special Terms and Conditions**

A. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

B. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

C. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

D. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

E. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

F. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends,

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 Recipient Name: City of Langley

completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

Agreement No: WQPSNR-2021-LangCo-00027
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: City of Langley

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <<http://www.sam.gov/>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov/>>.

For more details on FFATA requirements, see www.fsr.gov <<http://www.fsr.gov/>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <<https://sam.gov/SAM/>> exclusion list.

Agreement No: WQPSNR-2021-LangCo-00027
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Recipient Name: City of Langley

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

Agreement No: WQPSNR-2021-LangCo-00027
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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

Agreement No: WQPSNR-2021-LangCo-00027
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: City of Langley

other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
 - b) Appeal request must be in writing and state the disputed issue(s).
 - c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
 - d) ECOLOGY reviews the RECIPIENT's appeal.
 - e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
- The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT’s obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Staff Report

To: Langley City Council and Mayor Scott Chaplin
From: Darlene Baldwin, Interim City Clerk
Re: Staff Report
Meeting Date: Council Meeting February 21, 2023

Administration staff has been busy assisting citizens by phone and email with questions and miscellaneous city business.

Cemetery

- 6 plots sales & 1 Ash Garden sale and Plaque reservation to date
- Asset Management Status Update
 - First Draft of Cemetery Map Grid is complete
 - Aktivov is still working inputting cemetery data for test mockup; deeds, plots #, & names

Commissions

- Council Presentations have been scheduled for 2023
- All Commissions are OMPA & PRA Compliant. Sent reminders out to new Commission members (2)
- All Commissions are Residency Compliant

Contractors Licenses

- 9 in for 2022 from when I took over as Interim Clerk & 5 in for 2023 to date

Financials

- Financial duties concluded at the end of January; daily deposits, running financial reports and printing of warrants
- Continuing with paying taxes and assisting as needed

Lodging Tax Advisory Commission (LTAC)

- Next meeting scheduled for March 15th @ 1:30
- Expenditure Reporting for 2022 is due by March 15th
- Service Agreements will be going out next week
- 2022 reporting is due by March 15th
- Lodging Tax Report is due to state by April 20th (1% Events and activities fund that promote tourism)

Event Permit

- Mystery Weekend Permit has been approved for February 25th & 26th

Utility Billing

- Late fees were process for February
- Adjustments were done for January. Working on February Adjustments
- Next Utility Billing March 10th



To: The Langley City Council

From: Meredith Penny, Community Planning Director

Meeting Date: February 21, 2023

Subject: Update on Work Plan Items and Active Permit Applications

Update on Ongoing Projects

a. **Camping Ordinance Changes**

In 2022, discussions on options for temporary housing for local workers arose and one suggested solution was to expand the City's camping allowances. The City currently allows camping on properties with an existing single-family residence. Camping is allowed for seven days without a permit and up to 30 days with a permit. The suggestion was to allow campers to apply to renew their camping permit in 30-day increments up to a total of 180 days. At the time, there was not the budget or staff time available to pursue this change in 2022. [This item was added to the 2023 budget and work plan.](#)

b. **Tree Ordinance**

A small group of three volunteers have been working with staff on changes to the City's tree protection regulations. This project will be addressed in two phases. The first phase is focused on penalties for unpermitted tree removal. [A first draft of these code changes was presented to PAB at their February meeting. PAB gave the go ahead for staff to publish the draft for the required public comment period.](#) The next phase will focus on the protection standards themselves.

c. **Comprehensive Plan Update**

In 2020, the state legislature adjusted each jurisdiction's due date to complete their comprehensive plan periodic review and update to one year later. For the City of Langley, this means the due date was adjusted from 2024 to 2025. In 2022, the requirements were amended again to change the requirement to revisit the Comprehensive Plan from every eight years to every ten years. Also in 2022, the Department of Commerce announced funding available to jurisdictions whose Comprehensive Plan updates are due in 2024. They indicated a similar amount of funding would be available in 2023 for jurisdictions whose Comprehensive Plans are due in 2025. [Staff contacted the Department of Commerce to confirm the timing for the 2023 funding and were informed funding would be available sometime between April and June of this year.](#)

d. **Bluff Management Plan**

In 2022, a number of concerns were brought to staff's attention regarding the City-owned bluffs. Staff spoke with the Watershed Company, the firm that the City has on contract to complete the Critical Areas Ordinance, for an estimate of what they would charge to create a bluff management plan for all the City-owned bluffs. That estimate came back as around \$30,000 for the total project. They did caveat that \$10,000 of that total amount was allocated for the geotechnical portion of the project, which was truly a rough estimate because that portion would have to be completed through a subcontract with another company. \$30,000 was set aside in the 2023 budget for such a bluff management plan. A contract for that amount requires competitive solicitation. [Staff have reached out to the Port of South Whidbey and the Langley Mainstreet Association to see if they may be willing to partner on the study.](#) This would save the City costs, but also help to cover any margin of error, if bids come back higher than the \$30,000 budgeted for.

e. **Housing Action Plan**

The Planning Department received a grant award from the Washington State Department of Commerce for \$65,625 to adopt a new Housing Action Plan and to implement some of the strategies from that plan. The grant will run through June of 2023.

After receiving input from Council, members of the public, and the PAB, there seemed to be limited interest in pursuing Objective #3 of the grant (Raise SEPA Exemption Thresholds). Based on this input, staff will be removing Objective #3 from the grant and reallocating the funding towards other grant tasks.

Staff together with former Director Brigid Reynolds of Compass Rose Planning Services, have finalized a public participation plan and concluded Phase I and Phase II of the outreach strategy. In addition to Compass Rose, staff have recruited the services of ECONorthwest who conducted the housing needs analysis, are drafting the action plan, and conducting an inclusionary zoning analysis.

ECONorthwest has completed the inclusionary zoning analysis for grant objective #2 and presented preliminary results to staff. After discussion with PAB, it was determined that [ECONorthwest would move forward with writing up their analysis in a report and will be presenting it to the PAB at their March meeting](#). More time is needed on grant Objective #2 than staff initially anticipated. With the need for more time to explore the city's options, [staff have revised the grant timeline and provided the revisions to PAB at their February meeting](#).

f. **Critical Areas Ordinance Update**

Langley completed the required periodic review and update of its Comprehensive Plan in 2018. A review and update of the Critical Areas Ordinance was not included in this update, as required. Staff's and PAB's workplans for 2022 included conducting a review and update of the Critical Areas Ordinance prior to the next Comprehensive Plan review cycle in 2025. Staff recruited the services of The Watershed Company to assist with this update. In 2022, a public participation plan was created, a community meeting was in October, and a final Best Available Science report was published. The update has rolled over into 2023 and [at PAB's February meeting, staff and the consultants presented the first draft of the updates and received feedback. The discussion will continue at PAB's March meeting](#). Staff are anticipating adoption in April or May of this year.

Update on Permit Applications

a. **Land Use Permits**

i. **Active Land Use Permits**

Site Plan Review – 1

Shoreline Permit – 3

Flood Development Permit - 2

Critical Areas Permit – 1

Binding Site Plan, Final - 2

Planned Unit Development – 1

A. Site Plan Review – Tiny Home - 301 Anthes Ave

Staff received a permit application from the Langley United Methodist Church requesting to place a tiny home of 8' by 10' on a moveable trailer on site for temporary housing of an individual experiencing homelessness. RCW 35A.21.360 restricts the extent to which local jurisdictions can regulate religious organizations hosting the homeless, outside of basic health and safety requirements. [Staff issued a letter of incomplete application](#), citing the need for more information regarding the provision of water, heat, and electricity, and the disposal of grey and black water and solid waste.

B. Shoreline Permit – Bulkhead Replacement – 210 Sunrise Ln

On January 25th, staff received an application for the replacement of an existing concrete wall bulkhead. The application materials indicate the bulkhead has been degraded and is in need of replacement to protect the existing residential structures from erosion and wave action. [Staff have reviewed the application and verified it can be processed as a Shoreline Exemption](#). Once a fee is received and the application deemed complete, public notice of the application will be published.

C. Shoreline Permit – Retaining Wall - SDP-22-001 - 202-210 1st St

In June of 2022, Davido Consulting Group submitted a shoreline substantial development permit on behalf of the property owners at 202 through 210 1st St. The application was deemed complete in October after some adjustments were made.

The proposal is for a 138 foot long retaining wall at the base of the two parcels that encompass 202-210 1st St. As well as an additional 106 linear foot wall placed on one of the two parcels, midway up the slope to support the block foundations. As part of the project, the existing deck on the western parcel would be replaced with an aluminum cable rail deck and 3 wooden pilings to support it. The

removal of nine out of the existing fifteen trees onsite, is also proposed. The removed trees are proposed to be replaced with native shrubs or medium sized trees which may be more appropriate for the site.

A shoreline substantial development permit is required which includes a decision by the City's Hearing Examiner because the fair market value of the development exceeds \$8,504 per WAC 173-27-040(2)(a). SEPA will be required because the project does not fall under any of the listed exemptions of WAC 197-11-800.

A public notice was posted on October 8th and the comment period ended on November 7th. Eight public comments were received from five individuals. On November 17th, staff sent a review letter to the applicant requesting additional information. [Staff have received most of the additional items requested and are reviewing them for compliance.](#)

D. Critical Areas Permit – Langley Infrastructure Project - CA-22-002 – Multiple Locations

The Langley Infrastructure Project is still in the design phases, but the City of Langley Public Works Department and their consultant team have a good idea of the potential impacts to critical areas from the project. Based on this, they have opted to move forward with submitting for a critical areas permit to address the aspects of the project that will impact wetlands, streams, protected species and habitats, and their regulated buffers.

The application is specifically to install and replace utilities, widen existing roadways, and construct a pathway in multiple locations within the 6th St and Edgecliff Dr right-of-ways as part of the Langley Infrastructure Project. The proposal includes work directly within three wetlands, three wetland buffers, two streams, and mapped bald eagle and heron habitat. The proposal includes a mitigation plan to compensate for identified impacts. The project requires SEPA review due to work proposed within lands covered by water.

A public notice was posted on October 29th and the comment period concluded November 14th. [Staff are now working to compile the comments received and review the application to determine if additional information is needed.](#)

E. Binding Site Plan, Final – BSP-20-001 FINAL – 107 6th St

The preliminary binding site plan to establish two condominiums at 107 6th St was approved by staff April 27, 2020. On October 4, 2022 the applicants submitted for a final binding site plan. [The Mayor and staff have signed the approval and the applicants are taking the documents to be recorded at the Island County Auditor's Office.](#)

F. Binding Site Plan, Final – BSP-20-003 FINAL – 200 Wharf St

The preliminary binding site plan to convert the existing four-building, 10-unit Boatyard Inn to 10 one-bedroom condominiums at 200 Wharf St was approved by the Hearing Examiner on July 6, 2021. On November 10, 2022, the applicants submitted for a final binding site plan. [The Mayor and staff have signed the approval and the applicants are taking the documents to be recorded at the Island County Auditor's Office.](#)

G. Recent Design Review Board Decisions

The Design Review Board met on January 17, 2023 to consider DRB-23-002 for the Langley Library remodel. The Design Review Board recommended approval of the design, with the condition that a final design for the bike rack be brought back to the Commission for review. [The February meeting will be cancelled.](#)

H. Planned Unit Development (PUD) - Coles Valley – Coles Rd - R32904-194-4850

The Coles Valley PUD project proponents have conducted the three steps that are required under the code before they can submit a formal application. Specifically, they have held a pre-application conference with staff in September 2021, held a community meeting in November 2021, and then provided an informational presentation to PAB at their February 2022 meeting.

On August 24, 2022, staff received the formal submittal of the proposed Coles Valley PUD permit application packet. [Here is a link](#) to the Coles Valley page on the City's website, where all the submitted materials can be found. Staff's first step was to review the PUD application to determine if all the required reports, drawings, and plans that staff needed to begin review were included. This is

called determining whether the application is complete. [On September 20th, staff issued a Letter of Incomplete Application to the applicants listing the outstanding items required for submittal.](#) Once those items are received, staff will have an additional 14 days to determine the application complete. If the application is deemed complete, the review process will begin.

Also please find a link [here](#) to a presentation which outlines more about the permit review process and frequently asked questions. This document will be updated periodically as more information is received.

ii. Anticipated Land Use Applications

A. Site Plan Review - Heron Park, Habitat for Humanity – 3rd St - S8526-00-0000A-0

Habitat for Humanity is proposing a seven-unit development at the property they own on 3rd St. The proposed development which is being referred to as Heron Park, is proposed to consist of two duplexes and one triplex. All units are proposed as affordable housing home ownership. Habitat for Humanity received a \$875,000 direct appropriation from legislature through the State Housing Trust Fund. The City of Langley also jointly applied for a grant for funding to cover the utility participation fees for the development through the State Department of Commerce Connecting Housing to Infrastructure Program (CHIP). The City was awarded the grant in the amount of \$110,876. Since the project is receiving SHOP funds, [staff are coordinating the Environmental Assessment process which is required for all HUD-funded projects.](#) Once the environmental assessment is complete, the project will have to apply for a Type I administrative site plan and SEPA review.

B. Shoreline Permit & Site Plan Review - Bed & Breakfast - 510 Cascade Ave

Staff held a pre-application conference with the property owners and their architect to discuss their proposal for the demolition of the existing structure and the construction of four condominium units. After discussion about shoreline, bluff setbacks, and an existing sewer easement, the project proponents have revised their proposal to an onsite manager's residence and two bed and breakfast rooms. The Design Review Board approved the project design at their meeting on November 15th. [The next steps for the applicants will be to apply for a shoreline substantial development permit and a site plan review.](#)

C. Site Plan Review & Binding Site Plan – Mixed-Use Development – Cascade Ave - R33034-076-3740

Staff held a pre-application conference with the property owners and their agents on August 24, 2022. The applicants are proposing a two-story mixed-use building with parking underneath, commercial on the ground floor and one residential unit in the back, and three residential units on the top floor. The applicants will need to revise their proposal to address height limits, open space requirements, square footage requirements, and stormwater before submitting their formal application. [The application will require a site plan review, and if the units are condominiums, then a binding site plan will be required.](#)

D. Zoning Code Amendment - Port of South Whidbey Housing Development – 819 Camano Ave

On August 11, 2022, Stan Reeves the Executive Director of the Port of South Whidbey submitted an application for a zoning code amendment to the City for initial review prior to official submittal of the materials. The application requests an amendment to the City's Fairgrounds Overlay, to add housing as an allowed use. To make this change effective, and ensure consistency across the code, this request will also require a change to the underlying Public Use (P-1) zone. Staff have also identified other code sections that should be processed concurrently with the requested zoning amendment.

At this time, staff do not see amendments to the City's Comprehensive Plan as needed in order to process the zoning code amendment. [Staff are coordinating on a contract with Compass Rose Planning Services to process the zoning code amendment.](#)

b. Active Building Permits as of 1/26/23

Single Family	Remodel: 13	Commercial Remodel: 12
New: 10	New ADU: 2	Tenant Improvement: 1
Single Family	New Commercial: 1	Sprinkler: 1

Total Active Projects: 40 (does not include over-the-counter permits)



City of Langley

MEMORANDUM

To: Langley City Council and Mayor Scott Chaplin
From: Randi Perry, Public Works Director
Re: Staff Report
Meeting Date: February 21, 2023

This memo provides to council an overview of Public Works activity 1/17/2023 – 2/15/2023.

General

- Perry Presentation- AWWA Women in Leadership presentation at Seattle University
- Coordinate with PSE for street lighting nodes installed (no charge), working to develop dimming schedule.
- Whidbey Island Water Systems Association – Awarded \$60,000 Public Participation Grant.
 - o Purpose is to facilitate public participation in the investigation and clean up of groundwater contaminated with PFAS.
- Franchise Agreements
 - o Whidbey Tel Franchise agreement looks to have expired in 1996 – UPCOMING.
 - o PSE Franchise agreement – Confirm version with PSE - New Attorney Review - UNDERWAY
 - o Comcast – Review correct receipt of franchise fees – UNDERWAY.
- Safe Streets for All (SS4A) Grant Award to IRTPO (Langley match \$7,500)
- City Hall Foundation Building – COMPLETE
 - o Quotes for brick repair - UNDERWAY
 - o Rear Door Replacement - UNDERWAY
- Puget Sound General Nutrient Permit Discharge Monitoring Report (January) – SUBMITTED
- Puget Sound General Nutrient Permit – grant agreement – Attorney Review - UNDERWAY
- NPDES Permit Discharge Monitoring Report (January) – SUBMITTED
- Chlorination Report (January) - SUBMITTED
- Asset Management Implementation– UNDERWAY
- Reservoir Cleaning/level indicator repair– ROV – Obtain additional Quotes.
- Seawall Park Lighting repairs – PENDING.
- Right of Way Trimming – ONGOING
- Full system Leak survey – COMPLETE - Results – Discussed at PWAC (2/15)
- 2021 Water use data - Compiled and reported to PWAC.
- Attended SWAC (Solid Waste Advisory Commission) Meeting
- Solar Grant for City Hall – Investigation/coordination with Council 4 and Dean with CCAC
- Engineering RFQ document preparation – UNDERWAY

Langley Infrastructure Project

- LIP Project coordination with PSE – UNDERWAY
- Local Community Project Grant- Placed in the State budget. Grant details requested & Official Award-PENDING
- Phase 3C (90% Engineering Design) Contract – APPROVED/UNDERWAY
 - o Roadway outside Right of Way – Furman and Al Anderson
 - o Geotech gather additional data on Al Anderson – COMPLETE
 - o PHASE 3C – Staff received Draft 90% plans – UNDER REVIEW

Emergencies & Call Outs

- January 18- Whale Bell Vandalized – Coordinate with community, Insurance Company, District Attorney’s office,
 - o Tom and Ana Larson donated a replacement bell.
 - o Volunteer effort to repair the original bell head stock- UNDERWAY.
 - o Public works plans to have bell reinstalled before Welcoming the Whales!
- February 6- Power outage at 818 Dalton – Drinking Water Pumphouse

PW coordination- Private Development

- 1st street- Fire line/water service coordination- APPROVED – PENDING BPA REPORT
- Bowery Loop – Utility Plan Coordination– PERMITS ISSUED – INSPECTION PENDING
- Cascade – Pre-application meeting- COMPLETE – Plan Submittal- PENDING
- 2nd Street Cabins – Utility coordination, Right of Way tree concern- ARBORIST- COMPLETE
 - PENDING PERFORMANCE BOND for ROW improvements.
- Furman Ave – Access/right-of-way permit application review- PERMIT ISSUED
- Woodside- Utility Plan Coordination –
 - o meter installation - COMPLETE
 - o side sewer inspection- PENDING
- Al Anderson – Utilities Plan Coordination – ISSUED
- Third Street – Utilities Discussion – PENDING PERFORMANCE BOND
- 804 Debruyn – Utility Plan Coordination – PENDING UTILITY EXTENSION
- 808 Debruyn – Utility Plan Submitted – Application – PENDING
- Cascade – STATUS UNKNOWN
- Gleason/Suzanne Court- right-of-way permit – PSE - COMPLETE
- Camano Avenue– review request to remove Fire line – COMPLETE.
- Wharf Street- Utility Plan coordination- PW signed off - COMPLETE.
- 2nd Street– right-of-way permit- Comcast- APPROVED/ISSUED –Restoration rework- COMPLETE.



LANGLEY POLICE DEPARTMENT

City of Langley Council Meeting Draft Agenda
Tuesday February 21, 2023 5:30pm
112 Second Street, PO Box 366
Langley, WA 98260
360.221.4433
Chief of Police: Tavier Wasser
www.langleywa.org



To Council

Reference: Monthly Progress report

A short list of projects worked, completed, created, or participated in. This does not reflect the entire workload or projects that the Langley Police Department have or are currently conducting.

- 1) Chief Wasser attended the FBI-LEEDA Executive training course in Richland, WA (5-Day course).
- 2) Each officer has begun or completed the WSCJTC [LETCSA - 4050 - Introduction to the Historical Intersection of Race and Policing](#) 3HR training course
- 3) Each officer has begun or completed the WSCJTC [LETCSA - 4010-28 Law Enforcement and Society: Lessons of the Holocaust](#) 3HR training course
- 4) Langley Police Department has handled 85 calls since the previous council report.
- 5) Begun compliance with WASPC & FBI crime statistic system NIBRS. The accounting and reporting system has been turned on and has begun reporting. Will still require someone to go back and complete all of 2022 reporting. The goal is to be completed by late March to fall into complete compliance with state best practices.
- 6) A 5-year plan for Langley Police Department report is coming to completion and should be presentable in the next few council meetings.
- 7) Meeting with CSC to discuss the addition of entry level applicants to the hiring process of 4th officer.
- 8) Updated numerous legal forms to fall within best practices (voluntary statement forms, reports, etc.)
- 9) Received Taser refund for outdated Tasers.
- 10) Legal review of over 100 policies (Kenyon & Desend) completed.
- 11) Review of legal review and implementation in progress.
- 12) Participated in numerous community events to include extreme emergency situations in partner agencies.
- 13) Continued upgrades to evidence system and retention plan are in progress. No ETA for completion.

City of Langley

112 Second Street
P.O. Box 366
Langley, WA 98260
(360) 221-4246
www.langleywa.org



Scott Chaplin
Mayor
Fax (360) 221-4265

Staff Report

To: Langley City Council
From: Wanda J. Grone, Finance Director
Re: Monthly Council Update
Meeting Date: February 21, 2023

Accomplished since January 9, 2023 (start date):

1. Training with Vision Municipal Accounting Software by Darrell Duhm, Interim Treasurer
2. Preparation of Daily Deposits from Front Desk and Electronic Payments
3. Processed Payrolls including changes in 2023 compensation
4. Paid Payroll Vendors (IRS, Health Care Authority, Dept. of Retirement Systems, Employment Security, Washington Paid Family Medical Leave, etc.)
5. Processed 2022 W-2s, W-3, 1099s, and 1096 forms for year-end reporting
6. Filed Monthly Excise Tax Returns for Utility Excise and Sales Taxes, including payments for balances due
7. Updated and rewrote City of Langley Credit Card Policy, through FPLC approval, adopted by Council
8. Updated 2022 year-end and January monthly balances on Financials and Budget Documents.
9. Updated Sales Tax and Hotel Motel Trend Analysis Charts for Council and Chamber
10. Filed pledge for Langley Main Street Association for 2023 as per adopted budget
11. Met with bank regarding warrant processing and bank account structure to determine if efficiencies can be created; moving ahead with change from warrants to checks and closing unneeded accounts
12. Reviewed procedures for utility payment processing and suggested efficiencies
13. Analyzed existing cash requirements procedures and working on creating more efficient method for daily cash forecasting to allow surplus cash to be invested earning interest
14. Started process to review semi-monthly voucher processing and warrant issue for proper coding
15. Billed reimbursable amounts for planning review
16. Downloaded and completed pension reporting forms for annual report filing for calendar year 2022
17. Reviewed forms for annual report filing for calendar year 2022 from SAO website
18. Reviewed BARS code updates for Cash Basis Accounting
19. Laptop for my use is now functional

**Staff Report to Council – Finance Director
February 21, 2023 Meeting Date**

20. Refined invoice approval procedure to assure proper authorization is present on all invoices presented for payment
21. Completed Ethics, OPMA, and PR training as required
22. Talked with payment vendors to investigate more efficient & flexible payment methods (counter terminal) and integration of transaction fees
23. As Staff Liaison with FPLC, conducted and participated in semi-monthly meetings, providing feedback about City Administrator/Clerk duties and policy revisions in process.