



CITY OF LANGLEY

DRAFT COUNCIL AGENDA

Monday, April 1, 2024 @ 5:30 P.M.

City Hall

112 Second Street, Langley, WA 98260

And via Zoom:

<https://us02web.zoom.us/j/83273254975?pwd=aGJhcW1aVEpFc2lDVWpXOEU5clJvdz09>

Webinar ID: **832 7325 4975**

Passcode: **172825**

- 1. CALL TO ORDER** – 5 minutes
 - a. Opening words/Minute of Silence
 - b. Roll Call
- 2. CONSENT AGENDA** (The CONSENT AGENDA consists of routine items that normally do not require further Council discussion) – 2 minutes
 - a. Approval of Voucher Directories in the amount of \$108,075.58 p. 3
 - b. Approval of March Payroll Vouchers in the amount of \$87,630.53 p. 28
 - c. Approval of Payroll Direct Deposit (3/27/2024) - in the amount of \$77,324.34 p. 29
 - d. Approval of Manual Warrants and EFTs (3/27/2024) in the amount of \$306.75 p. 31
 - e. Approval of Commission Meeting Minutes posted since previous Council Meeting
 - f. Approval of City Council and Special Meeting Minutes for meetings: 03/11/2024, and 03/18/2024 p. 32
 - g. Department of Commerce GMA Periodic Update Grant Contract Number 24-63335-016 p. 43
 - h. Department of Commerce Climate Planning Grant Contract Number 24-63610-133 p. 56
 - i. Contract with Kimley Horn to conduct Buildable Lands Analysis p. 75
 - j. Liquor License – No objection – Whidbey Children’s Theatre p. 84
- 3. APPROVAL OF AGENDA** – 3 minutes
- 4. PUBLIC COMMENT PERIOD*** – 30 minutes
- 5. MAYOR’S REPORT** – 10 minutes

6. UNFINISHED BUSINESS – 20 minutes

- | | | |
|--------------------------------------------------------------------------------------------------|-----------------------|--------------|
| a. Climate Declaration and Memo to County re: Ratification Vote | Councilmember Salerno | p. 85 |
| b. 2nd Reading on Critical Areas Ordinance (<i>links to external document</i>) | Director Penny | p. 89 (memo) |

7. NEW BUSINESS – 25 minutes

- | | | |
|----------------------------------------------------------|-----------------------------------|--------|
| a. LIP Contract Authorization | Director Perry, Dominique Emerson | p. 98 |
| b. Reaffirming commitment to Dismantling Systemic Racism | Councilmember Carlson | p. 112 |

8. DISCUSSION

- | | | |
|------------------------------------------------------|-----------------------|--------|
| Removing residency requirement for DSR commissioners | Councilmember Carlson | p. 116 |
|------------------------------------------------------|-----------------------|--------|

9. COUNCIL REPORTS – 15 minutes

- | | | |
|----------------------------------|--|--------|
| a. Councilmember Harolynne Bobis | | |
| b. Councilmember Rhonda Salerno | | p. 118 |
| c. Councilmember Chris Carlson | | |
| d. Councilmember Craig Cyr | | |
| e. Councilmember Gail Fleming | | |

10. ADJOURN

***Public Comment:** We welcome requests to comment on subjects that are not on the agenda or requests to comment on a particular agenda item at the time the item is being discussed. The purpose of a public comment is to allow the public to inform the Council of your views. We appreciate and welcome your comments, but please note that we will not be entering into dialogue at this time. Please limit your comments to no more than three minutes and address subjects, not individuals, in an orderly and courteous manner. Please state your name, where you reside, and the subject of your comment.

Thank you for participating!

If reasonable accommodation for a disability is needed, please contact us at (360) 221-4246 at least 24 hours prior to this meeting.



Voucher Directory

Fiscal: : 2024 - March

Council Date: : 2024 - March - 2nd Council Meeting, 2024 - March - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Airgas USA LLC					
	44016			2024 - March - 2nd Council Meeting	
		Invoice - 5506467439			
			CYL Chlorine High Purity		
			402-000-000-535-10-30-01	Supplies	\$14.96
				CYL Chlorine High Purity	
		Total Invoice - 5506467439			\$14.96
	Total 44016				\$14.96
Total Airgas USA LLC					\$14.96
Anania Trucking & Excavating, LLC					
	44017			2024 - March - 2nd Council Meeting	
		Invoice - 3/1/2024 Bus Lic Refund		Anania Trucking & Excavating, LLC	
			Business License Refund		
			001-000-030-321-99-00-00	Business Licenses/Permits	\$66.00
				Business License Refund	
		Total Invoice - 3/1/2024 Bus Lic Refund			\$66.00
	Total 44017				\$66.00
Total Anania Trucking & Excavating, LLC					\$66.00
Aspect Consulting LLC					
	44018			2024 - March - 2nd Council Meeting	
		Invoice - 543150			
			Brocker Residence Slope Stabil Wall		
			001-000-110-558-60-40-01	Professional Fees/Reimbursible - Permit Review	\$757.50
				Brocker Residence Slope Stabil Wall	
		Total Invoice - 543150			\$757.50
	Total 44018				\$757.50
Total Aspect Consulting LLC					\$757.50
AT&T Mobility FIRSTNET					
	43995			2024 - March - 1st Council Meeting	
		Invoice - 287291336274X02132024			
			PD Phones		
			001-000-070-521-20-46-01	Utilities	\$385.16
				PD Phones	
		Total Invoice - 287291336274X02132024			\$385.16
	Total 43995				\$385.16

Vendor	Number	Reference	Account Number	Description	Amount
	44049			2024 - March - 2nd Council Meeting	
		Invoice - 287291336274X03132024			
		Phones Police			
		001-000-070-521-20-46-01		Utilities	\$385.16
		Total Invoice - 287291336274X03132024			\$385.16
	Total 44049				\$385.16
Total AT&T Mobility FIRSTNET					\$770.32
AT&T Mobility FIRSTNET					
	43996			2024 - March - 1st Council Meeting	
		Invoice - 287314814505X07272023			
		PW Phones			
		001-000-010-513-10-46-01		Utilities	\$55.89
		Mayor Phone			
		001-000-110-558-60-46-01		Utilities	\$55.89
		Planning Phone			
		001-000-150-576-80-41-02		Utilities	\$46.11
		PW Phone			
		101-000-000-543-10-47-00		Utilities	\$46.11
		PW Phone			
		401-000-000-534-10-46-01		Utilities-Water Dept.	\$55.89
		PW Phone			
		402-000-000-535-10-46-01		Utilities-Sewer Dept.	\$46.11
		PW Phone			
		403-000-000-531-10-46-01		Utilities	\$46.11
		PW Phone			
		Total Invoice - 287314814505X07272023			\$352.11
		Invoice - 287314814505X09272023			
		PW Phones			
		001-000-010-513-10-46-01		Utilities	\$55.89
		Mayor Phone			
		001-000-110-558-60-46-01		Utilities	\$55.89
		Planning Phone			
		001-000-150-576-80-41-02		Utilities	\$46.11
		PW Phone			
		101-000-000-543-10-47-00		Utilities	\$46.11
		PW Phone			
		401-000-000-534-10-46-01		Utilities-Water Dept.	\$84.33
		PW Phone			
		401-000-000-534-10-46-01		Utilities-Water Dept.	\$55.89
		PW Phone			
		402-000-000-535-10-46-01		Utilities-Sewer Dept.	\$46.11
		PW Phone			
		403-000-000-531-10-46-01		Utilities	\$46.11

Vendor	Number	Reference	Account Number	Description	Amount
			PW Phone		
		Total Invoice - 287314814505X09272023			\$436.44
	Total 43996				\$788.55
	44019			2024 - March - 2nd Council Meeting	
		Invoice - 287314814505X02272024			
		Phones			
		001-000-010-513-10-46-01	Utilities		\$56.02
		Phones			
		001-000-100-518-30-46-01	Utilities-General Government		\$46.24
		Phones			
		001-000-110-558-60-46-01	Utilities		\$56.02
		Phones			
		001-000-150-576-80-41-02	Utilities		\$46.24
		Phones			
		101-000-000-543-10-47-00	Utilities		\$46.24
		Phones			
		401-000-000-534-10-46-01	Utilities-Water Dept.		\$56.02
		Phones			
		402-000-000-535-10-46-01	Utilities-Sewer Dept.		\$46.24
		Phones			
		403-000-000-531-10-46-01	Utilities		\$46.24
		Phones			
		Total Invoice - 287314814505X02272024			\$399.26
		Invoice - 287314814505X12272023			
		Phones			
		001-000-010-513-10-46-01	Utilities		\$47.30
		Phones			
		001-000-010-513-10-46-01	Utilities		\$27.61
		Phones			
		001-000-010-513-10-46-01	Utilities		\$46.22
		Phones			
		001-000-110-558-60-46-01	Utilities		\$56.00
		Phones			
		001-000-150-576-80-41-02	Utilities		\$46.22
		Phones			
		101-000-000-543-10-47-00	Utilities		\$46.22
		Phones			
		401-000-000-534-10-46-01	Utilities-Water Dept.		\$56.00
		Phones			
		402-000-000-535-10-46-01	Utilities-Sewer Dept.		\$46.22
		Phones			
		403-000-000-531-10-46-01	Utilities		\$46.22
		Phones			
		Total Invoice - 287314814505X12272023			\$418.01

Vendor	Number	Reference	Account Number	Description	Amount
	Total 44019				\$817.27
	Total AT&T Mobility FIRSTNET				\$1,605.82

AWC RMSA

44020

2024 - March - 2nd Council Meeting

Invoice - 121622-B

2024 AWC RMSA Assessment

001-000-000-511-60-40-02	Professional Services - ADMIN Shared Cost	\$2,595.11
Property		
001-000-000-511-60-40-02	Professional Services - ADMIN Shared Cost	\$1,647.92
Liability		
001-000-010-513-10-40-01	Professional Services - ADMIN Shared Cost	\$329.58
Liability		
001-000-010-513-10-40-01	Professional Services - ADMIN Shared Cost	\$519.02
Property		
001-000-015-513-10-40-01	Professional Services - ADMIN Shared Cost	\$659.17
Liability		
001-000-015-513-10-40-01	Professional Services - ADMIN Shared Cost	\$1,038.05
Property		
001-000-030-514-20-40-02	Professional Services - ADMIN Shared Cost	\$823.96
Liability		
001-000-030-514-20-40-02	Professional Services - ADMIN Shared Cost	\$1,304.23
Property		
001-000-035-541-99-30-00	Professional Services - ADMIN Shared Cost	\$259.51
Property		
001-000-035-541-99-30-00	Professional Services - ADMIN Shared Cost	\$164.79
Liability		
001-000-070-521-20-40-01	Professional Services - ADMIN Shared Cost	\$17,882.57
Liability		
001-000-070-521-20-40-01	Professional Services - ADMIN Shared Cost	\$2,208.32
Property		
001-000-110-558-60-40-00	Professional Services - ADMIN Shared Cost	\$519.02
Property		
001-000-110-558-60-40-00	Professional Services - ADMIN Shared Cost	\$329.58
Liability		
001-000-120-558-50-40-00	Professional Services - ADMIN Shared Cost	\$519.02
Property		
001-000-120-558-50-40-00	Professional Services - ADMIN Shared Cost	\$329.58
Liability		
001-000-150-576-80-40-00	Professional Services - ADMIN Shared Cost	\$52.89
Property		
001-000-150-576-80-40-00	Professional Services - ADMIN Shared Cost	\$617.68

Vendor	Number	Reference	Account Number	Description	Amount
			Liability		
		Total Invoice - 121622-B			\$31,800.00
	Total 44020				\$31,800.00
Total AWC RMSA					\$31,800.00
Bay City Supply					
	44021			2024 - March - 2nd Council Meeting	
		Invoice - 353701			
		Nitrile Gloves/Peroxy;Eco-lyzer			
		001-000-100-518-30-30-01		Facilities Maint. Supplies	\$279.97
		001-000-150-576-80-30-01		Supplies	\$60.37
		101-000-000-543-10-30-01		Supplies	\$60.38
		105-000-000-557-30-30-01		Public Restrooms-R&M/Misc'l, Supplies.	\$787.82
		401-000-000-534-10-30-01		Supplies	\$60.37
		402-000-000-535-10-30-01		Supplies	\$365.26
		403-000-000-531-10-30-01		Supplies	\$60.38
		Total Invoice - 353701			\$1,674.55
	Total 44021				\$1,674.55
Total Bay City Supply					\$1,674.55
City of Langley					
	44022			2024 - March - 2nd Council Meeting	
		Invoice - 1114.0 Mar 24			
		Water 112 2nd			
		001-000-100-518-30-46-01		Utilities-General Government	\$461.11
				Water 112 2nd	
		Total Invoice - 1114.0 Mar 24			\$461.11
		Invoice - 1139.0 Mar 24			
		Water 1st St Hladkey PK			
		001-000-150-576-80-46-04		Parks-Utilities/waste Disposal	\$192.52
				Water 1st St Hladkey PK	
		Total Invoice - 1139.0 Mar 24			\$192.52
		Invoice - 1176.0 Mar 24			
		Water195 Debruyn Ave			
		402-000-000-535-10-46-01		Utilities-Sewer Dept.	\$199.48
				Water195 Debruyn Ave	
		Total Invoice - 1176.0 Mar 24			\$199.48
		Invoice - 1185.1 Mar 24			
		Water 305 2nd St			
		001-000-150-576-80-46-04		Parks-Utilities/waste Disposal	\$192.55
				Water 305 2nd St	
		Total Invoice - 1185.1 Mar 24			\$192.55

Vendor	Number	Reference	Account Number	Description	Amount
Invoice - 1185.2 Mar 24					
			Water 208 Anthes Ave		
			105-000-000-557-30-46-01	Utilities/VIC & R/R	\$883.72
			Water 208 Anthes Ave		
			Total Invoice - 1185.2 Mar 24		\$883.72
Invoice - 1396.0 Mar 24					
			Water 1109 Al Anderson		
			104-000-000-536-10-46-01	Utilities-Cemetery	\$192.55
			Water 1109 Al Anderson		
			Total Invoice - 1396.0 Mar 24		\$192.55
Invoice - 1422.0 Mar 24					
			Water Irrigation		
			001-000-150-576-80-46-04	Parks-Utilities/waste Disposal	\$96.58
			Water Irrigation		
			Total Invoice - 1422.0 Mar 24		\$96.58
Invoice - 1432.0 Mar 24					
			Water 4999 Coles Rd		
			402-000-000-535-10-46-01	Utilities-Sewer Dept.	\$1,570.66
			Water 4999 Coles Rd		
			Total Invoice - 1432.0 Mar 24		\$1,570.66
Invoice - 1472.0 Mar 24					
			Water 1st St Hladkey PK		
			402-000-000-535-10-46-01	Utilities-Sewer Dept.	\$192.55
			Water 1st St Hladkey PK		
			Total Invoice - 1472.0 Mar 24		\$192.55
	Total 44022				\$3,981.72
Total City of Langley					\$3,981.72
Compass Rose Planning					
	43997			2024 - March - 1st Council Meeting	
			Invoice -1075		
			Planning Support Fairgrounds Zoning		
			001-000-110-558-60-40-01	Professional Fees/Reimbursible - Permit Review	\$1,116.25
			Planning Support Fairgrounds Zoning		
			Total Invoice -1075		\$1,116.25
	Total 43997				\$1,116.25
	44023			2024 - March - 2nd Council Meeting	
			Invoice - 1079		
			Planning Support Fairgrounds Zoning		
			001-000-110-558-60-40-01	Professional Fees/Reimbursible - Permit Review	\$807.50
			Planning Support Fairgrounds Zoning		
			Total Invoice - 1079		\$807.50
	Total 44023				\$807.50
Total Compass Rose Planning					\$1,923.75

Vendor	Number	Reference	Account Number	Description	Amount
Cross Reiter, Inc.	44024			2024 - March - 2nd Council Meeting	
		Invoice - LANG-2301.05			
		Bluff Management Plan			
		001-000-150-594-76-40-00	Seawall Park Capital Expenditures		\$3,150.00
			Bluff Management Plan		
		Total Invoice - LANG-2301.05			\$3,150.00
	Total 44024				\$3,150.00
Total Cross Reiter, Inc.					\$3,150.00
DCG/Watershed, Inc.	44025			2024 - March - 2nd Council Meeting	
		Invoice - 0053268			
		Langley CAO Updates			
		001-000-110-558-70-41-00	Gma/comp Plan/expenses		\$3,171.25
			Langley CAO Updates		
		Total Invoice - 0053268			\$3,171.25
	Total 44025				\$3,171.25
Total DCG/Watershed, Inc.					\$3,171.25
De Lage Landen Financial Services	43998			2024 - March - 1st Council Meeting	
		Invoice - 82029438			
		Kyocera Lease			
		001-000-000-511-60-40-02	Professional Services - ADMIN Shared Cost		\$36.86
			Kyocera Lease		
		001-000-010-513-10-40-01	Professional Services - ADMIN Shared Cost		\$36.86
			Kyocera Lease		
		001-000-015-513-10-40-01	Professional Services - ADMIN Shared Cost		\$36.86
			Kyocera Lease		
		001-000-025-514-20-40-00	Professional Shared Administrative Cost		\$36.86
			Kyocera Lease		
		001-000-030-514-20-40-02	Professional Services - ADMIN Shared Cost		\$36.86
			Kyocera Lease		
		001-000-035-541-99-30-00	Professional Services - ADMIN Shared Cost		\$36.86
			Kyocera Lease		
		001-000-070-521-20-40-01	Professional Services - ADMIN Shared Cost		\$36.86
			Kyocera Lease		
		001-000-100-518-30-40-01	Professional Services - ADMIN Shared Cost		\$36.85
			Kyocera Lease		
		001-000-120-558-50-40-00	Professional Services - ADMIN Shared Cost		\$36.85
			Kyocera Lease		
		001-000-150-576-80-40-00	Professional Services - ADMIN Shared Cost		\$36.85
			Kyocera Lease		
		101-000-000-543-10-40-01	Professional Services - ADMIN Shared Cost		\$36.85
			Kyocera Lease		

Vendor	Number	Reference	Account Number	Description	Amount
			104-000-000-536-10-40-00	Professional Services - ADMIN Shared Cost	\$36.85
			Kyocera Lease		
			105-000-000-557-30-40-00	Professional Services - ADMIN Shared Cost	\$36.85
			Kyocera Lease		
			401-000-000-534-10-40-01	Professional Services - ADMIN Shared Cost	\$36.86
			Kyocera Lease		
			402-000-000-535-10-40-01	Professional Services - ADMIN Shared Cost	\$36.86
			Kyocera Lease		
			403-000-000-531-10-40-01	Professional Services - ADMIN Shared Cost	\$36.86
			Kyocera Lease		
		Total Invoice - 82029438			\$589.70
	Total 43998				\$589.70
Total De Lage Landen Financial Services					\$589.70
Department of Ecology Cashiering Unit					
44026				2024 - March - 2nd Council Meeting	
		Invoice - 2024-BA0020702			
		Biosolids Annual Permit Fee			
		402-000-000-535-10-48-03	NPDES Permit Fees		\$1,177.71
			Biosolids Annual Permit Fee		
		Total Invoice - 2024-BA0020702			\$1,177.71
	Total 44026				\$1,177.71
Total Department of Ecology Cashiering Unit					\$1,177.71
Diamond Rentals & Sales					
43999				2024 - March - 1st Council Meeting	
		Invoice - 1-632013-10			
		Seawall Park - Portable			
		105-000-000-557-30-40-03	Contract Services (R&R, Chamber 1%, County)		\$180.00
			Seawall Park - Portable		
		Total Invoice - 1-632013-10			\$180.00
	Total 43999				\$180.00
Total Diamond Rentals & Sales					\$180.00
Double Bluff Home Remodeling					
44000				2024 - March - 1st Council Meeting	
		Invoice - 2/26/2024 Bus Lic Ref		Double Bluff Home Remodeling LLC	
		Business License Refund			
		001-000-030-321-99-00-00	Business Licenses/Permits		\$66.00
			Business License Refund		
		Total Invoice - 2/26/2024 Bus Lic Ref			\$66.00
	Total 44000				\$66.00
Total Double Bluff Home Remodeling					\$66.00

Vendor	Number	Reference	Account Number	Description	Amount
Edge Analytical Labs	44001	2024 - March - 1st Council Meeting			
		Invoice - 24-02418			
		2024 Annual EFF Req			
		402-000-000-535-10-40-04	Sewer Plant Testing	\$240.00	
		2024 Annual EFF Req			
		Total Invoice - 24-02418			
		\$240.00			
		Invoice - 24-04212			
		Mthly Nutrients #2 Feb.2024			
		402-000-000-535-90-00-01	DOE Grant - PW-SWR WQPSNR-2021-LangCo-22310 Reimbursable Expenditures	\$259.00	
Mthly Nutrients #2 Feb.2024					
Total Invoice - 24-04212					
\$259.00					
Total 44001					
\$499.00					
Total Edge Analytical Labs					
\$499.00					
Fire Chief Equip.	44027	2024 - March - 2nd Council Meeting			
		Invoice - 0918691			
		Fire Extinguisher Maintenance			
		001-000-070-521-20-47-02	Vehicle annual maintenance	\$175.74	
		Fire Extinguisher Maintenance			
		001-000-100-518-30-47-03	City Facilities Maintenance	\$194.33	
		Fire Extinguisher Maintenance			
		001-000-150-576-80-47-02	Fleet Maintenance	\$62.63	
		Fire Extinguisher Maintenance			
		101-000-000-543-10-47-01	Repair & maintenance	\$126.24	
Fire Extinguisher Maintenance					
401-000-000-534-10-47-01	Repairs & Maintenance	\$110.34			
Fire Extinguisher Maintenance					
402-000-000-535-10-47-01	Repairs & Maintenance	\$590.94			
Fire Extinguisher Maintenance					
403-000-000-531-10-47-01	Repair Maintenance Vehicle	\$62.64			
Fire Extinguisher Maintenance					
Total Invoice - 0918691					
\$1,322.86					
Total 44027					
\$1,322.86					
Total Fire Chief Equip.					
\$1,322.86					
Foster Garvey	44002	2024 - March - 1st Council Meeting			
		Invoice - 2879367			
		UTGO Utility Bonds, 2019			
		001-000-000-511-60-40-03	Professional Services - Legal	\$452.00	

Vendor	Number	Reference	Account Number	Description	Amount
				UTGO Utility Bonds, 2019	
		Total Invoice - 2879367			\$452.00
	Total 44002				\$452.00
Total Foster Garvey					\$452.00
Grainger					
	44003			2024 - March - 1st Council Meeting	
		Invoice - 9028256429			
		Air Filter Round			
		402-000-000-535-10-47-01		Repairs & Maintenance	\$232.14
				Air Filter Round	
		Total Invoice - 9028256429			\$232.14
	Total 44003				\$232.14
Total Grainger					\$232.14
Island Auto Supply					
	44028			2024 - March - 2nd Council Meeting	
		Invoice - 701785			
		GAL15W40/Silicone Brake Grease			
		401-000-000-534-10-47-02		Vehicle Maintenance-Annual	\$89.15
				GAL15W40/Silicone Brake Grease	
		Total Invoice - 701785			\$89.15
	Total 44028				\$89.15
Total Island Auto Supply					\$89.15
Island Disposal Inc					
	44029			2024 - March - 2nd Council Meeting	
		Invoice - 7989211S144			
		Roll off-Monthly Rent			
		001-000-100-518-30-46-01		Utilities-General Government	\$17.14
				Roll off-Monthly Rent	
		001-000-110-558-60-46-01		Utilities	\$17.14
				Roll off-Monthly Rent	
		001-000-120-558-50-46-01		Utilities	\$17.14
				Roll off-Monthly Rent	
		001-000-150-576-80-46-04		Parks-Utilities/waste Disposal	\$17.15
				Roll off-Monthly Rent	
		101-000-000-543-10-47-00		Utilities	\$17.14
				Roll off-Monthly Rent	
		104-000-000-536-10-46-01		Utilities-Cemetery	\$17.14
				Roll off-Monthly Rent	

Vendor	Number	Reference	Account Number	Description	Amount
			105-000-000-557-30-46-01	Utilities/VIC & R/R	\$17.15
				Roll off-Monthly Rent	
			401-000-000-534-10-46-01	Utilities-Water Dept.	\$17.14
				Roll off-Monthly Rent	
			402-000-000-535-10-46-01	Utilities-Sewer Dept.	\$17.15
				Roll off-Monthly Rent	
			403-000-000-531-10-46-01	Utilities	\$17.14
				Roll off-Monthly Rent	
		Total Invoice - 7989211S144			\$171.43
	Total 44029				\$171.43
Total Island Disposal Inc					\$171.43
Joan Wolfman					
	44050			2024 - March - 2nd Council Meeting	
		Invoice - 3/26/2024 JWolman24		Joan Wolfman	
		Release of Surety			
			633-000-000-386-12-00-01	Trust Account	\$2,775.74
				Release of Surety	
		Total Invoice - 3/26/2024 JWolman24			\$2,775.74
	Total 44050				\$2,775.74
Total Joan Wolfman					\$2,775.74
Local Boy Dirt LLC					
	44030			2024 - March - 2nd Council Meeting	
		Invoice - 3/18/2024 BusLicRef		Local Boy Dirt LLC	
		Non-Resident Bus Lic			
			001-000-030-321-99-00-00	Business Licenses/Permits	\$66.00
				Non-Resident Bus Lic	
		Total Invoice - 3/18/2024 BusLicRef			\$66.00
	Total 44030				\$66.00
Total Local Boy Dirt LLC					\$66.00
North Central Laboratories					
	44004			2024 - March - 1st Council Meeting	
		Invoice - 499827			
		Sodium Thiosulfate;BOD Seed;Chlorine			
			402-000-000-535-10-40-04	Sewer Plant Testing	\$459.05
		Total Invoice - 499827			\$459.05
	Total 44004				\$459.05
Total North Central Laboratories					\$459.05

Vendor	Number	Reference	Account Number	Description	Amount
Northwest Clean Air Agency					
	44005			2024 - March - 1st Council Meeting	
		Invoice - 15132			
			Registration Base Fee emissions		
			402-000-000-535-10-40-01	Professional Services - ADMIN Shared Cost	\$769.76
				Registration Base Fee emissions	
		Total Invoice - 15132			\$769.76
	Total 44005				\$769.76
Total Northwest Clean Air Agency					\$769.76
Ogden, Murphy, Wallace; Attorneys					
	44006			2024 - March - 1st Council Meeting	
		Invoice - 887901			
			Professional Svcs Legal		
			001-000-030-514-20-40-03	Professional Services - Legal	\$1,394.80
				Professional Svcs Legal	
			001-000-110-558-60-40-09	To be reimbursed by Insurance	\$634.00
				Professional Svcs Legal	
			402-000-000-535-10-40-09	To be reimbursed by Insurance	\$634.00
				Professional Svcs Legal	
		Total Invoice - 887901			\$2,662.80
	Total 44006				\$2,662.80
44031				2024 - March - 2nd Council Meeting	
		Invoice - 887901Planning			
			Professional Legal		
			001-000-110-558-60-40-03	Professional Svcs Legal	\$2,884.70
				Professional Legal	
		Total Invoice - 887901Planning			\$2,884.70
	Total 44031				\$2,884.70
44051				2024 - March - 2nd Council Meeting	
		Invoice - 889124			
			Professional Legal Services		
			001-000-030-514-20-40-03	Professional Services - Legal	\$1,046.10
				Legal Expenses Required for SAO Audit	
			001-000-110-558-60-40-09	To be reimbursed by Insurance	\$855.90
				Legal Expenses Required for Planning	
			401-000-000-534-10-40-06	Professional Services - Legal	\$158.50
				Legal Expenses for Public Works	
			402-000-000-535-10-40-07	Professional Services - Legal	\$158.50
				Legal Expenses for Public Works	
			402-000-000-535-10-40-09	To be reimbursed by Insurance	\$855.90
				Legal Expenses Required for Public Works	
			403-000-000-531-10-40-04	Professional Services - Legal	\$158.50

Vendor	Number	Reference	Account Number	Description	Amount
				Legal Expenses for Public Works	
		Total Invoice - 889124			\$3,233.40
	Total 44051				\$3,233.40
Total Ogden, Murphy, Wallace; Attorneys					\$8,780.90
PACE Engineers, Inc.					
44032				2024 - March - 2nd Council Meeting	
		Invoice - 90551			
		Kloes Cottages			
		001-000-120-558-50-40-03		Professional Fees/Reimbursible - Permit Review	\$202.50
			Kloes Cottages		
		101-000-000-544-20-40-01		Planning-Engineering	\$202.50
			Kloes Cottages		
		403-000-000-531-10-40-02		Engineering Services	\$202.50
			Kloes Cottages		
		Total Invoice - 90551			\$607.50
		Invoice - 90552			
		Coles Valley PUD			
		001-000-110-558-60-40-01		Professional Fees/Reimbursible - Permit Review	\$243.00
			Coles Valley PUD		
		Total Invoice - 90552			\$243.00
		Invoice - 90553			
		313 Cascade MU/On-call Transportation			
		001-000-110-558-60-40-01		Professional Fees/Reimbursible - Permit Review	\$243.00
			313 Cascade MU Development		
		101-000-000-595-65-60-04		Saratoga to DeBruyn	\$303.00
			On-call Transportation Support		
		Total Invoice - 90553			\$546.00
		Invoice - 90955			
		Saratoga Rd Reconstruction			
		101-000-000-595-65-60-04		Saratoga to DeBruyn	\$258.00
			Saratoga Rd Reconstruction		
		Total Invoice - 90955			\$258.00
	Total 44032				\$1,654.50
Total PACE Engineers, Inc.					\$1,654.50

Vendor	Number	Reference	Account Number	Description	Amount
Pitney Bowes Global Finan Serv LLC					
	44007			2024 - March - 1st Council Meeting	
		Invoice - 3318763696			
				Mail Meter Lease Jan 10- April 9, 2024	
			001-000-010-513-10-40-01	Professional Services - ADMIN Shared Cost Mail Meter Lease Jan 10- April 9, 2024	\$3.47
			001-000-030-514-20-40-02	Professional Services - ADMIN Shared Cost Mail Meter Lease Jan 10- April 9, 2024	\$19.09
			001-000-070-521-20-40-01	Professional Services - ADMIN Shared Cost Mail Meter Lease Jan 10- April 9, 2024	\$19.09
			001-000-110-558-60-40-00	Professional Services - ADMIN Shared Cost Mail Meter Lease Jan 10- April 9, 2024	\$8.68
			001-000-120-558-50-40-00	Professional Services - ADMIN Shared Cost Mail Meter Lease Jan 10- April 9, 2024	\$1.74
			001-000-150-576-80-40-00	Professional Services - ADMIN Shared Cost Mail Meter Lease Jan 10- April 9, 2024	\$5.21
			001-000-180-518-80-40-01	Professional Services Mail Meter Lease Jan 10- April 9, 2024	\$1.74
			101-000-000-543-10-40-01	Professional Services - ADMIN Shared Cost Mail Meter Lease Jan 10- April 9, 2024	\$19.09
			104-000-000-536-10-40-00	Professional Services - ADMIN Shared Cost Mail Meter Lease Jan 10- April 9, 2024	\$1.74
			105-000-000-557-30-40-00	Professional Services - ADMIN Shared Cost Mail Meter Lease Jan 10- April 9, 2024	\$12.15
			401-000-000-534-10-40-01	Professional Services - ADMIN Shared Cost Mail Meter Lease Jan 10- April 9, 2024	\$39.92
			402-000-000-535-10-40-01	Professional Services - ADMIN Shared Cost Mail Meter Lease Jan 10- April 9, 2024	\$27.77
			403-000-000-531-10-40-01	Professional Services - ADMIN Shared Cost Mail Meter Lease Jan 10- April 9, 2024	\$13.89
		Total Invoice - 3318763696			\$173.58
Total 44007					\$173.58
44033				2024 - March - 2nd Council Meeting	
		Invoice - 0012776488-A			
				Lease Jan 10-April 9, 2024	
			001-000-000-511-60-40-02	Professional Services - ADMIN Shared Cost Lease Jan 10-April 9, 2024	\$1.74
			001-000-006-511-60-40-01	Professional Services - ADMIN Shared Cost Lease Jan 10-April 9, 2024	\$0.87
			001-000-010-513-10-40-01	Professional Services - ADMIN Shared Cost Lease Jan 10-April 9, 2024	\$6.94
			001-000-015-513-10-40-01	Professional Services - ADMIN Shared Cost Lease Jan 10-April 9, 2024	\$13.02
			001-000-025-514-20-40-00	Professional Shared Administrative Cost Lease Jan 10-April 9, 2024	\$4.34

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-030-514-20-40-02	Professional Services - ADMIN Shared Cost	\$13.02
			Lease Jan 10-April 9, 2024		
			001-000-035-541-99-30-00	Professional Services - ADMIN Shared Cost	\$4.34
			Lease Jan 10-April 9, 2024		
			001-000-070-521-20-40-01	Professional Services - ADMIN Shared Cost	\$5.21
			Lease Jan 10-April 9, 2024		
			001-000-110-558-60-40-00	Professional Services - ADMIN Shared Cost	\$17.36
			Lease Jan 10-April 9, 2024		
			001-000-120-558-50-40-00	Professional Services - ADMIN Shared Cost	\$17.36
			Lease Jan 10-April 9, 2024		
			001-000-150-576-80-40-00	Professional Services - ADMIN Shared Cost	\$13.02
			Lease Jan 10-April 9, 2024		
			101-000-000-543-10-40-01	Professional Services - ADMIN Shared Cost	\$17.36
			Lease Jan 10-April 9, 2024		
			104-000-000-536-10-40-00	Professional Services - ADMIN Shared Cost	\$3.47
			Lease Jan 10-April 9, 2024		
			105-000-000-557-30-40-00	Professional Services - ADMIN Shared Cost	\$3.47
			Lease Jan 10-April 9, 2024		
			401-000-000-534-10-40-01	Professional Services - ADMIN Shared Cost	\$17.36
			Lease Jan 10-April 9, 2024		
			402-000-000-535-10-40-01	Professional Services - ADMIN Shared Cost	\$21.70
			Lease Jan 10-April 9, 2024		
			403-000-000-531-10-40-01	Professional Services - ADMIN Shared Cost	\$13.00
			Lease Jan 10-April 9, 2024		
		Total Invoice - 0012776488-A			\$173.58
	Total 44033				\$173.58
Total Pitney Bowes Global Finan Serv LLC					\$347.16
Puget Sound Energy					
44008					
				2024 - March - 1st Council Meeting	
		Invoice - 0042 Feb 2024			
		Electricity			
			402-000-000-535-10-43-01	Sewer-Utilities/Waste Disposal	\$11.85
			Electricity		
		Total Invoice - 0042 Feb 2024			\$11.85
		Invoice - 0863 Feb 2024			
		Electricity			
			402-000-000-535-10-43-01	Sewer-Utilities/Waste Disposal	\$41.57
			Electricity		
		Total Invoice - 0863 Feb 2024			\$41.57
		Invoice - 0964 Feb 2024			
		Electricity			
			105-000-000-557-30-46-01	Utilities/VIC & R/R	\$142.58
			Electricity		
		Total Invoice - 0964 Feb 2024			\$142.58

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 1532 Feb 2024			
		Electricity			
			101-000-000-542-63-46-01	Street Lighting Utilities	\$62.58
			Electricity		
		Total Invoice - 1532 Feb 2024			\$62.58
		Invoice - 1760 Feb 2024			
		Electricity			
			001-000-150-576-80-46-04	Parks-Utilities/waste Disposal	\$21.72
			Electricity		
		Total Invoice - 1760 Feb 2024			\$21.72
		Invoice - 2896 Feb 2024			
		Electricity			
			001-000-100-518-30-46-01	Utilities-General Government	\$480.22
			Electricity		
		Total Invoice - 2896 Feb 2024			\$480.22
		Invoice - 3304 Feb 2024			
		Electricity			
			402-000-000-535-10-43-01	Sewer-Utilities/Waste Disposal	\$328.81
			Electricity		
		Total Invoice - 3304 Feb 2024			\$328.81
		Invoice - 3338 Feb 2024			
		Electricity			
			001-000-150-576-80-46-04	Parks-Utilities/waste Disposal	\$153.17
			Electricity		
		Total Invoice - 3338 Feb 2024			\$153.17
		Invoice - 7646 Feb 2024			
		Electricity			
			401-000-000-534-10-46-01	Utilities-Water Dept.	\$264.63
			Electricity		
		Total Invoice - 7646 Feb 2024			\$264.63
		Invoice - 8083 Feb 2024			
		Electricity			
			402-000-000-535-10-43-01	Sewer-Utilities/Waste Disposal	\$504.77
			Electricity		
		Total Invoice - 8083 Feb 2024			\$504.77
		Invoice - 8593 Feb 2024			
		Electricity			
			101-000-000-542-63-46-01	Street Lighting Utilities	\$3,859.51
			Electricity		
		Total Invoice - 8593 Feb 2024			\$3,859.51
		Invoice - 8745 Feb 2024			
		Electricity			
			401-000-000-534-10-46-01	Utilities-Water Dept.	\$968.24
			Electricity		
		Total Invoice - 8745 Feb 2024			\$968.24

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 8978 Feb 2024			
			Electricity		
			001-000-150-576-80-46-04	Parks-Utilities/waste Disposal	\$21.98
			Electricity		
		Total Invoice - 8978 Feb 2024			
		Invoice - 9941 Feb 2024			
			Electricity		
			101-000-000-542-63-46-01	Street Lighting Utilities	\$30.21
			Electricity		
		Total Invoice - 9941 Feb 2024			
					\$30.21
	Total 44008				
	44034				\$6,891.84
		2024 - March - 2nd Council Meeting			
		Invoice - 3859 Feb 24			
			Electricity		
			402-000-000-535-10-43-01	Sewer-Utilities/Waste Disposal	\$141.41
			Electricity		
		Total Invoice - 3859 Feb 24			
					\$141.41
		Invoice - 5060 Feb 24			
			Electricity		
			401-000-000-534-10-46-01	Utilities-Water Dept.	\$405.86
			Electricity		
		Total Invoice - 5060 Feb 24			
					\$405.86
		Invoice - 6751 Feb 24			
			Electricity		
			402-000-000-535-10-43-01	Sewer-Utilities/Waste Disposal	\$4,617.35
			Electricity		
		Total Invoice - 6751 Feb 24			
					\$4,617.35
		Invoice - 8113 Feb 24			
			Electricity		
			401-000-000-534-10-46-01	Utilities-Water Dept.	\$26.55
			Electricity		
		Total Invoice - 8113 Feb 24			
					\$26.55
		Invoice - 8593 Mar 24			
			Electricity		
			101-000-000-542-63-46-01	Street Lighting Utilities	\$3,859.51
			Electricity		
		Total Invoice - 8593 Mar 24			
					\$3,859.51
	Total 44034				\$9,050.68
Total Puget Sound Energy					\$15,942.52
Quill Corporation					
44009		2024 - March - 1st Council Meeting			
		Invoice - 37135772			
			Tape Dspr/Qb File Jacket/Tru red ltr hng fl		
			001-000-025-518-90-30-11	Supplies - Grant Eligible	\$97.89

Vendor	Number	Reference	Account Number	Description	Amount
				Tape Dspr/Qb File Jacket/Tru red ltr hng fl	
		Total Invoice - 37135772			\$97.89
	Total 44009				\$97.89
Total Quill Corporation					\$97.89
Sebo's DO IT Center					
44035					
				2024 - March - 2nd Council Meeting	
		Invoice - A1573189			
		Floral Pruner			
		001-000-150-576-80-40-04		Parks/open Space Maintnenance & Improvements	\$18.49
			Floral Pruner		
		Total Invoice - A1573189			\$18.49
	Total 44035				\$18.49
Total Sebo's DO IT Center					\$18.49
Shred-IT c/o Stericycle, Inc					
44010					
				2024 - March - 1st Council Meeting	
		Invoice - 8005730786			
		Tote Medium			
		001-000-010-513-10-40-01		Professional Services - ADMIN Shared Cost	\$3.64
		001-000-030-514-20-40-02		Professional Services - ADMIN Shared Cost	\$20.04
		001-000-070-521-20-40-01		Professional Services - ADMIN Shared Cost	\$20.04
		001-000-110-558-60-40-00		Professional Services - ADMIN Shared Cost	\$9.11
		001-000-120-558-50-40-00		Professional Services - ADMIN Shared Cost	\$1.82
		001-000-150-576-80-40-00		Professional Services - ADMIN Shared Cost	\$5.46
		001-000-180-518-80-40-01		Professional Services	\$1.82
		101-000-000-544-90-40-01		Professional Services	\$20.04
		104-000-000-536-10-40-00		Professional Services - ADMIN Shared Cost	\$1.82
		105-000-000-557-30-40-00		Professional Services - ADMIN Shared Cost	\$12.75
		401-000-000-534-10-40-01		Professional Services - ADMIN Shared Cost	\$41.90
		402-000-000-535-10-40-01		Professional Services - ADMIN Shared Cost	\$29.15
		403-000-000-531-10-40-01		Professional Services - ADMIN Shared Cost	\$14.57
		Total Invoice - 8005730786			\$182.16
		Invoice - 8006345860			
		Tote Medium			
		001-000-010-513-10-40-01		Professional Services - ADMIN Shared Cost	\$1.94
		001-000-030-514-20-40-02		Professional Services - ADMIN Shared Cost	\$10.70
		001-000-070-521-20-40-01		Professional Services - ADMIN Shared Cost	\$10.70
		001-000-110-558-60-40-00		Professional Services - ADMIN Shared Cost	\$4.86
		001-000-120-558-50-40-00		Professional Services - ADMIN Shared Cost	\$0.97
		001-000-150-576-80-40-00		Professional Services - ADMIN Shared Cost	\$2.92
		001-000-180-518-80-40-01		Professional Services	\$0.97

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-544-90-40-01	Professional Services	\$10.70
			104-000-000-536-10-40-00	Professional Services - ADMIN Shared Cost	\$0.97
			105-000-000-557-30-40-00	Professional Services - ADMIN Shared Cost	\$6.81
			401-000-000-534-10-40-01	Professional Services - ADMIN Shared Cost	\$22.37
			402-000-000-535-10-40-01	Professional Services - ADMIN Shared Cost	\$15.56
			403-000-000-531-10-40-01	Professional Services - ADMIN Shared Cost	\$7.77
		Total Invoice - 8006345860			\$97.24
	Total 44010				\$279.40
Total Shred-IT c/o Stericycle, Inc					\$279.40
Simmons Garage & Towing					
44011				2024 - March - 1st Council Meeting	
		Invoice - 24224			
			Water Pump/Gasket Set 2017 Ford		
			001-000-070-521-20-47-01	Vehicle Maintenance	\$3,056.34
				Water Pump/Gasket Set 2017 Ford	
		Total Invoice - 24224			\$3,056.34
	Total 44011				\$3,056.34
44036				2024 - March - 2nd Council Meeting	
		Invoice - 24442			
			Oil Change 2015 Ford		
			001-000-070-521-20-47-01	Vehicle Maintenance	\$59.24
				Oil Change 2015 Ford	
		Total Invoice - 24442			\$59.24
	Total 44036				\$59.24
Total Simmons Garage & Towing					\$3,115.58
Sound Maintenance Services Inc					
44037				2024 - March - 2nd Council Meeting	
		Invoice - 138691			
			Janitorial Services		
			105-000-000-557-30-40-03	Contract Services (R&R, Chamber 1%, County)	\$1,850.00
				Janitorial Services	
		Total Invoice - 138691			\$1,850.00
		Invoice - 138693			
			Janitorial Services		
			105-000-000-557-30-40-03	Contract Services (R&R, Chamber 1%, County)	\$1,850.00
				Janitorial Services	
		Total Invoice - 138693			\$1,850.00
	Total 44037				\$3,700.00
Total Sound Maintenance Services Inc					\$3,700.00

Vendor	Number	Reference	Account Number	Description	Amount
Sound Publishing Inc	44038			2024 - March - 2nd Council Meeting	
		Invoice - SWR991376			
		City Notices			
		001-000-110-558-60-43-02		Publications/Notifications	\$142.50
		City Notices			
		Total Invoice - SWR991376			\$142.50
		Invoice - SWR991377			
		City Notices			
		001-000-110-558-60-43-02		Publications/Notifications	\$111.00
		City Notices			
		Total Invoice - SWR991377			\$111.00
	Total 44038				\$253.50
Total Sound Publishing Inc					\$253.50
Star Store Inc	44039			2024 - March - 2nd Council Meeting	
		Invoice - 3602214246			
		Distilled Water			
		402-000-000-535-10-40-04		Sewer Plant Testing	\$201.63
		Distilled Water			
		Total Invoice - 3602214246			\$201.63
	Total 44039				\$201.63
Total Star Store Inc					\$201.63
State Auditor's Office	44040			2024 - March - 2nd Council Meeting	
		Invoice - L159826			
		Audit Period 21-22			
		001-000-030-514-20-40-01		Audit	\$7,511.40
		Audit Period 21-22			
		Total Invoice - L159826			\$7,511.40
	Total 44040				\$7,511.40
Total State Auditor's Office					\$7,511.40
State of WA Dept of Revenue Unclaimed Property Section	44041			2024 - March - 2nd Council Meeting	
		Invoice - 2023 UncIProp			
		Closed Utility Acct. McMullen			
		403-000-000-531-10-48-09		Refunds	\$202.44
		Closed Utility Acct. McMullen			
		Total Invoice - 2023 UncIProp			\$202.44
	Total 44041				\$202.44
Total State of WA Dept of Revenue Unclaimed Property Section					\$202.44

Vendor	Number	Reference	Account Number	Description	Amount
TMG Services	44042			2024 - March - 2nd Council Meeting	
		Invoice - 0051372-IN			
		Service-Annual Maint			
		402-000-000-535-10-47-01		Repairs & Maintenance	\$3,223.89
				Service-Annual Maint	
		Total Invoice - 0051372-IN			\$3,223.89
	Total 44042				\$3,223.89
Total TMG Services					\$3,223.89
United Business Machines	44012			2024 - March - 1st Council Meeting	
		Invoice - INV512326			
		Copier Contract CT13185-02			
		001-000-010-513-10-40-01		Professional Services - ADMIN Shared Cost	\$5.38
		001-000-030-514-20-40-02		Professional Services - ADMIN Shared Cost	\$23.67
		001-000-070-521-20-40-01		Professional Services - ADMIN Shared Cost	\$24.74
		001-000-100-518-30-40-01		Professional Services - ADMIN Shared Cost	\$3.23
		001-000-110-558-60-40-00		Professional Services - ADMIN Shared Cost	\$6.45
		001-000-120-558-50-40-00		Professional Services - ADMIN Shared Cost	\$5.38
		001-000-150-576-80-40-00		Professional Services - ADMIN Shared Cost	\$2.15
		001-000-180-518-80-40-01		Professional Services	\$1.08
		101-000-000-544-90-40-01		Professional Services	\$7.53
		104-000-000-536-10-40-00		Professional Services - ADMIN Shared Cost	\$1.08
		401-000-000-534-10-40-01		Professional Services - ADMIN Shared Cost	\$11.83
		402-000-000-535-10-40-01		Professional Services - ADMIN Shared Cost	\$11.83
		403-000-000-531-10-40-01		Professional Services - ADMIN Shared Cost	\$3.22
		Total Invoice - INV512326			\$107.57
	Total 44012				\$107.57
Total United Business Machines					\$107.57
Urbizo Bros Roofing LLC	44043			2024 - March - 2nd Council Meeting	
		Invoice - 3/18/2024 BusLic Ref		Urbizo Bros Roofing LLC	
		Non-Resident Bus Lic			
		001-000-030-321-99-00-00		Business Licenses/Permits	\$66.00
				Non-Resident Bus Lic	
		Total Invoice - 3/18/2024 BusLic Ref			\$66.00
	Total 44043				\$66.00
Total Urbizo Bros Roofing LLC					\$66.00

Vendor	Number	Reference	Account Number	Description	Amount
USABlueBook	44013			2024 - March - 1st Council Meeting	
		Invoice - INV00277529			
			3" Replacement Gasket for Quick Couplers		
			402-000-000-535-10-47-01	Repairs & Maintenance	\$227.12
				3" Replacement Gasket for Quick Couplers	
			403-000-000-531-10-47-01	Repair Maintenance Vehicle	\$76.75
				3" Replacement Gasket for Quick Couplers	
		Total Invoice - INV00277529			\$303.87
	Total 44013				\$303.87
Total USABlueBook					\$303.87
Utilities Underground	44044			2024 - March - 2nd Council Meeting	
		Invoice - 4020176			
			Excavation Notification		
			403-000-000-531-10-46-01	Utilities	\$21.98
				Excavation Notification	
		Total Invoice - 4020176			\$21.98
	Total 44044				\$21.98
Total Utilities Underground					\$21.98
VISA	44045			2024 - March - 2nd Council Meeting	
		Invoice - Grone 1711 Feb 2024			
			Renewal of domain.ORG/Webinar/		
			001-000-030-514-20-42-02	Training Registration Costs	\$140.00
				Annual Financial Reporting Webinar	
			001-000-030-514-20-49-01	Association Dues	\$75.00
				WFOA Membership Dues	
			001-000-180-518-80-41-03	Ntwk/website Bldg & Admin	\$64.17
				Renewal of domain.ORG	
		Total Invoice - Grone 1711 Feb 2024			\$279.17
		Invoice - Penny 5847 Feb 2024			
			MailChimp;Zoom;Adobe Acrobat;Archive Supplie		
			001-000-015-513-10-40-01	Professional Services - ADMIN Shared Cost	\$48.96
				MailChimp	
			001-000-025-518-90-30-11	Supplies - Grant Eligible	\$224.52
				Archive Storage Organizer Holders	
			001-000-030-592-14-00-00	Interest and Other Debt Service Cost	\$21.63
				Interest	
			001-000-110-558-60-32-01	Software	\$260.99
				Adobe Acrobat Pro	
			001-000-180-518-80-32-04	Software and IT	\$60.92
				Mayor's Zoom	
		Total Invoice - Penny 5847 Feb 2024			\$617.02

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - Perry 5839 Feb 2024			
			Maintenance Mower/Software/Camera		
			001-000-030-592-14-00-00	Interest and Other Debt Service Cost	\$137.56
				Interest	
			001-000-150-576-80-40-01	Tree Cutting	\$126.57
				Maintenance Roadside Mower	
			001-000-180-518-80-32-04	Software and IT	\$21.75
				Adobe Acrobat Pro	
			105-000-000-557-30-47-03	Repair & Maintenance Facilities	\$43.38
				V.C. Restroom Urinals	
			402-000-000-535-10-40-03	Software/GIS Services - Sewer	\$665.86
				Treatment Plant Software	
			402-000-000-535-10-47-01	Repairs & Maintenance	\$290.00
				D34 HD Camera 1.3" Utility Inspection	
		Total Invoice - Perry 5839 Feb 2024			
					\$1,285.12
		Invoice - Wasser 3072 Feb 2024			
			Energy Fee; Ferries; Training		
			001-000-070-521-20-31-03	Fuel - EV Charging	\$17.28
				Energy Fee	
			001-000-070-521-20-31-03	Fuel - EV Charging	\$1.98
				Energy Fee	
			001-000-070-521-20-31-03	Fuel - EV Charging	\$7.65
				Energy Fee	
			001-000-070-521-20-42-01	Travel Transportation/Meals/Lodging	\$21.50
				WS Ferries	
			001-000-070-521-20-42-01	Travel Transportation/Meals/Lodging	\$21.50
				WS Ferries	
			001-000-070-521-20-42-01	Travel Transportation/Meals/Lodging	\$21.50
				WS Ferries	
			001-000-070-521-20-42-01	Travel Transportation/Meals/Lodging	\$21.50
				WS Ferries	
			001-000-070-521-20-42-02	Training Registration Cost	\$327.00
				FTO Refresher Class - Island County, WA April 2024	
			001-000-070-521-20-42-02	Training Registration Cost	\$114.95
				1 x FBI NAA Active Member	
		Total Invoice - Wasser 3072 Feb 2024			
					\$554.86
	Total 44045				\$2,736.17
Total VISA					\$2,736.17
Whid. Isl. Water Sys. Assoc.					
44046					
			2024 - March - 2nd Council Meeting		
		Invoice - 1997			
			Membership Dues 100+connections		
			401-000-000-534-10-48-01	Association Dues	\$200.00

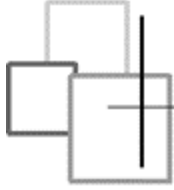
Vendor	Number	Reference	Account Number	Description	Amount
				Membership Dues 100+connections	
		Total Invoice - 1997			\$200.00
	Total 44046				\$200.00
Total Whid. Isl. Water Sys. Assoc.					\$200.00
Whidbey Telecom					
44047				2024 - March - 2nd Council Meeting	
		Invoice - 107701 March 2024			
		City Hall Web			
		001-000-100-518-30-46-01		Utilities-General Government	\$73.00
			City Hall Web		
		Total Invoice - 107701 March 2024			\$73.00
		Invoice - 117026 March 2024			
		City Hall Phones			
		001-000-100-518-30-46-01		Utilities-General Government	\$836.54
			City Hall Phones		
		Total Invoice - 117026 March 2024			\$836.54
		Invoice - 117031 March 2024			
		City Hall Fax			
		001-000-100-518-30-46-01		Utilities-General Government	\$89.29
			City Hall Fax		
		Total Invoice - 117031 March 2024			\$89.29
		Invoice - 117032 March 2024			
		Police Phones			
		001-000-070-521-20-46-01		Utilities	\$222.68
			Police Phones		
		Total Invoice - 117032 March 2024			\$222.68
		Invoice - 117034 March 2024			
		Water Phones			
		401-000-000-534-10-46-01		Utilities-Water Dept.	\$45.31
			Water Phones		
		Total Invoice - 117034 March 2024			\$45.31
		Invoice - 117035 March 2024			
		Sewer Phones			
		402-000-000-535-10-46-01		Utilities-Sewer Dept.	\$49.49
			Sewer Phones		
		Total Invoice - 117035 March 2024			\$49.49
		Invoice - 117037 March 2024			
		Sewer Phones			
		402-000-000-535-10-46-01		Utilities-Sewer Dept.	\$43.96
			Sewer Phones		
		Total Invoice - 117037 March 2024			\$43.96

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 178633 March 2024			
			Coles Rd Phones		
			402-000-000-535-10-46-01	Utilities-Sewer Dept.	\$27.21
			Coles Rd Phones		
		Total Invoice - 178633 March 2024			
	Total 44047				\$27.21
	44052				\$1,387.48
				2024 - March - 2nd Council Meeting	
		Invoice - 118627 Mar24			
			Phones Sewer		
			402-000-000-535-10-46-01	Utilities-Sewer Dept.	\$156.80
			Phones Sewer		
		Total Invoice - 118627 Mar24			
	Total 44052				\$156.80
	Total Whidbey Telecom				\$1,544.28
Grand Total		Vendor Count	46		\$108,075.58



Register

Number	Name	Fiscal Description	Cleared	Amount
<u>44015</u>	Health Care Authority	2024 - March - March Manual	3/26/2024	\$28,964.08
<u>3.19.24 EFTPS 3.1-3.15</u>	City of Langley	2024 - March - March Manual		\$13,189.57
<u>3.27 DRS ACH Interest</u>	DEPT OF RETIREMENT	2024 - March - March Manual		\$45.50
<u>Chg</u>				
<u>3.29.24 DRS DCP 3/1</u>	DEPT OF RETIREMENT	2024 - March - March Manual		\$561.20
<u>Payroll</u>				
<u>3.4.24 EFT IRS 2/16-2/29</u>	City of Langley	2024 - March - March Manual	3/18/2024	\$12,229.63
<u>4.1.24 DRS PERS</u>	DEPT OF RETIREMENT	2024 - March - March Manual		\$7,652.48
<u>2.3,LEOFF 3.16 payroll</u>				
<u>4.3.24 ACH DRS DCP</u>	DEPT OF RETIREMENT	2024 - March - March Manual		\$561.20
<u>3.16 payroll</u>				
<u>Mar 24 DRS Withdrawals</u>	DEPT OF RETIREMENT	2024 - March - March Manual		\$24,426.87
<u>to 3.27</u>				
				\$87,630.53



Direct Deposit Activity

Name	Social Security #	Bank Name	Account Number	Type	Amount
Direct Deposit Run - 3/1/2024			3/4/2024		
Abraham, Kristen Miller					\$2,000.46
Bobis, Harolynne N					\$45.62
Carlson, Chris					\$114.05
Cattand, Alexis					\$1,799.92
Cyr, Craig					\$114.05
Durr, Robert J.					\$2,128.26
Fleming, Gail T					\$45.62
Grone, Wanda J					\$3,237.46
Grove, Timothy J.					\$2,415.33
Gubata, Allison C					\$1,811.97
Hamilton, Bryan E.					\$2,098.61
Hathaway, Nicholas G					\$1,958.25
Herzberg, Robert					\$561.12
Horstman, Krista Kennedy N					\$456.21
Liggitt, Charles E.					\$2,756.83
Marks, Joshua W.					\$1,784.77
McDivitt, Tara J					\$1,578.68
Pace, Jeremiah J.					\$1,560.83
Penny, Meredith B					\$2,903.09
Perry, Randi M.					\$2,946.73
Proffitt, Austin L					\$2,033.12
Salerno, Rhonda A					\$45.62
Wasser, Tavier					\$3,174.79
					\$37,571.39
Direct Deposit Run - 3/18/2024			3/18/2024		
Abraham, Kristen Miller					\$2,263.01
Cattand, Alexis					\$1,970.59
Durr, Robert J.					\$2,503.11
Grone, Wanda J					\$3,237.46
Grove, Timothy J.					\$2,627.76
Gubata, Allison C					\$1,956.34
Hamilton, Bryan E.					\$2,230.78
Hathaway, Nicholas G					\$1,988.62
Herzberg, Robert					\$561.12
2024-03-29					

Horstman, Krista Kennedy N	\$456.21
Liggitt, Charles E.	\$2,792.19
Marks, Joshua W.	\$1,903.97
McDivitt, Tara J	\$1,842.77
Pace, Jeremiah J.	\$1,712.88
Penny, Meredith B	\$2,903.09
Perry, Randi M.	\$2,946.73
Proffitt, Austin L	\$2,681.53
Wasser, Tavier	\$3,174.79
	\$39,752.95
	\$77,324.34



Voucher Directory

Fiscal: : 2024 - March
Council Date: : 2024 - March - March Manual

Vendor	Number	Reference	Account Number	Description	Amount
Heritage Bank	3.15.24	Banking Analysis Fee - Feb 2024	2024 - March - March Manual		
		Invoice - 3/15/2024 Heritage Bank Analysis Fee			
		February 2024 Analysis Fee			
		001-000-030-514-20-48-06	Credit fees		\$206.35
			Heritage Feb 24 Analysis Fee		
		Total Invoice - 3/15/2024 Heritage Bank Analysis Fee			\$206.35
		Total 3.15.24 Banking Analysis Fee - Feb 2024			\$206.35
Total Heritage Bank					\$206.35
Invoice Cloud	3.7	ACH Invoice Cloud	2024 - March - March Manual		
		Invoice - 384-2024_2			
		February 2024 Electronic Bill & Payment Portal			
		001-000-030-514-20-48-06	Credit fees		\$100.40
			February 2024 Electronic Bill & Payment Portal		
		Total Invoice - 384-2024_2			\$100.40
		Total 3.7 ACH Invoice Cloud			\$100.40
Total Invoice Cloud					\$100.40
Grand Total		Vendor Count	2		\$306.75



CITY OF LANGLEY

DRAFT- SPECIAL COUNCIL MEETING MINUTES

Monday, March 11, 2024, 1:00 pm

City Hall

112 Second Street, Langley, WA 98260

Recording may be found at:

https://www.langleywa.org/GMT20240311-200018_Recording.m4a

Times listed in **red** indicate the location in the recording.

1. CALL TO ORDER Meeting was called to order at 1:00 pm by Mayor Kennedy Horstman

- a. Opening Words/Minute of Silence
- b. Roll Call

City officials in attendance: Mayor Kennedy Horstman, Councilmember Harolynne Bobis, Councilmember Rhonda Salerno, Councilmember Chris Carlson, Councilmember Craig Cyr, Councilmember Gail Fleming

Staff in attendance: Meredith Penny, Director of Community Planning; Randi Perry, Director of Public Works; Kristen Abraham, Interim Deputy Clerk

2. UNFINISHED BUSINESS

Declaration of Climate Emergency Reaffirmation	Councilmember Salerno	00:04:40
------------------------------------------------	-----------------------	-----------------

Motion was made to approve the declaration of Climate Emergency Reaffirmation

Motion: Councilmember Rhonda Salerno

2nd: Councilmember Gail Fleming

Motion passed unanimously

3. NEW BUSINESS

Memo to Accompany Ratification Vote of Island County Resolution #C-85-23	Councilmember Salerno	00:17:53
--------------------------------------------------------------------------	-----------------------	-----------------

Motion was made to approve the memo to accompany the Ratification Vote of Island County Resolution #C-85-23

Motion: Councilmember Rhonda Salerno

2nd: Councilmember Gail Fleming

Discussion: After much discussion, a friendly amendment was made that this motion be referred to the CCAC with some edits.

Amended motion passed unanimously

4. DISCUSSION/COUNCIL ACTION

Presentation and discussion on proposed changes to the Countywide Planning Policies and housing allocation methodology as part of the periodic review and update of the Comprehensive Plan

Community Planning **00:33:22**
Director Penny

Director Penny shared a presentation and answered questions from the councilmembers.

Public comment: 01:52:21

Members of the public asked questions about the presentation.

5. ADJOURN

Meeting adjourned at 02:55 pm by Mayor Horstman



CITY OF LANGLEY

DRAFT COUNCIL MEETING MINUTES

Monday, March 18, 2024 @ 5:30 P.M.

City Hall

112 Second Street, Langley, WA 98260

Recording may be found at:

Pt. 1 [https://www.langleywa.org/2024-03-18 Council Recording%20pt%202.mp3](https://www.langleywa.org/2024-03-18%20Council%20Recording%20pt%202.mp3)

Pt. 2 [https://www.langleywa.org/2024-03-18 Council Recording%20pt%202.mp3](https://www.langleywa.org/2024-03-18%20Council%20Recording%20pt%202.mp3)

Times listed in **red** indicate the location in the recording.

1. CALL TO ORDER

Meeting called to order at 5:30 pm by Mayor Kennedy Horstman

- a. Opening Words/Minute of Silence
- b. Roll Call

City officials in attendance: Mayor Kennedy Horstman, Councilmember Harolynne Bobis (arrived at 6:00 pm), Councilmember Rhonda Salerno, Councilmember Chris Carlson, Councilmember Craig Cyr, Councilmember Gail Fleming

Staff in attendance: Wanda Grone, Director of Finance; Meredith Penny, Director of Community Planning; Randi Perry, Director of Public Works; Tavier Wasser, Chief of Police; Kristen Abraham, Interim Deputy Clerk

2. CONSENT AGENDA (The CONSENT AGENDA consists of routine items that normally do not require further Council discussion) – **(00:02:30)**

- a. Liquor Licenses – No Objection: Clyde Theater, WICA, Saratoga Inn, Langley Kitchen, Little Big Fest
- b. Approval of Commission Meeting Minutes posted since previous Council Meeting
- c. Approval of City Council Meeting Minutes for meeting: 3/04/2024 and ~~3/11/2024~~

Motion was made to adopt Consent Agenda as presented

Motion: Councilmember Craig Cyr

2nd: Councilmember Rhonda Salerno

Discussion: Minutes of 3/11/2024 were moved to New Business.

Motion to approve amended Consent Agenda passed unanimously

3. APPROVAL OF AGENDA – (00:03:50)

Motion was made to approve Agenda as presented

Motion: Councilmember Rhonda Salerno

2nd: Councilmember Gail Fleming

Discussion: Council Reports were removed from this meeting. The Behavioral Health presentation was changed to a 25-minute item.

Motion to approve amended Agenda passed unanimously

Motion to approve a second amendment to Agenda

Motion: Councilmember Craig Cyr

2nd: Councilmember Chris Carlson

Discussion: The Cross-Reiter Bluff Management Presentation 60% Draft item was moved to after the Behavioral Health presentation.

Motion to approve amended Agenda passed unanimously

4. PUBLIC COMMENT PERIOD* – (00:07:30)

Members of the public made comments about the library, notice posting and zoning at the fairgrounds, housing, and commissions.

5. PRESENTATION/GUEST SPEAKER/COMMISSION REPORTS – (00:18:30)

Behavioral Health Presentation

Chief Wasser

Chief Wasser introduced Amanda Borman-Ballard, Outreach Behavioral Health Co-Responder, and Kathryn Clancy, Behavioral Health Manager/Clinical Supervisor of Island County Behavioral Health. They gave a presentation about the behavioral health services available to Island County residents.

The national Suicide and Crisis Lifeline number is 988. There is also a local crisis number, which is 1-800-584-3578.

The Council unanimously approved extending the conversation. There was interest in bringing another presentation to the Council in the future.

6. NEW BUSINESS – (00:54:55)

a. Cross-Reiter Bluff Management Presentation 60% Draft

Director Perry

(00:54:55)

Mike Reiter from Cross-Reiter presented the draft to the Council.

7. MAYOR'S REPORT – (01:15:38)

The Mayor discussed the City's financial situation.

6. **NEW BUSINESS – CONTINUED**

- a. The Minutes of the March 11, 2024 Special Council Meeting were not approved. It was requested that the recording be reviewed for a clarification about the Declaration of Climate Emergency Reaffirmation. (01:21:35)

- b. Third Council Meeting – Monthly Workshop Councilmember Salerno (01:23:36)

Motion was made to approve an additional Council meeting the 4th Monday of the month at 3:00 pm. This meeting will include Council reports from commissions

Motion: Councilmember Rhonda Salerno

2nd: Councilmember Chris Carlson

Discussion: The following friendly amendments were made: the meeting be limited to 1.5 hours, the agenda be limited to one or two topics, and that the agenda topics be determined by the prior meeting.

Motion passed – 4 in favor. Councilmember Bobis abstained.

- c. [1st reading on Critical Areas Ordinance](#) Director Penny (01:34:00)

Director Perry discussed the Critical Areas Ordinance. Alexandra Plumb of DCG Watershed gave an overview of critical areas and the best available science on the basis of which amendments were made.

Public Comment: Mariann Edain spoke on the issue.

Motion was made to approve the first reading of the Critical Areas Ordinance without the language allowing for mitigation banks (02:04:30)

Motion: Councilmember Rhonda Salerno

2nd: Councilmember Gail Fleming

Motion passed unanimously

8. **DISCUSSION**

LIP 5: Answers to Questions Director Penny (02:05:35)
Director Perry answered previously submitted questions about the LIP 5 project as well as new questions from Council.

Public Comment: (02:31:15)
Residents from the affected area voiced their concerns to the Council.

Councilmember Bobis left the meeting at 7:40 pm. A quorum was maintained.

9. STAFF REPORTS (02:55:35)

- a. Finance Director Wanda Grone
- b. Community Planning Director Meredith Penny
- c. Public Works Director Randi Perry
- d. Chief of Police Tavier Wasser

Community Emergency Response Team (CERT) Training will be offered May 3-5 at Bayview: [Community Emergency Response Team | Island County, WA \(islandcountywa.gov\)](https://www.islandcountywa.gov/CommunityEmergencyResponseTeam)

~~10. COUNCIL REPORTS (00:00:00)~~

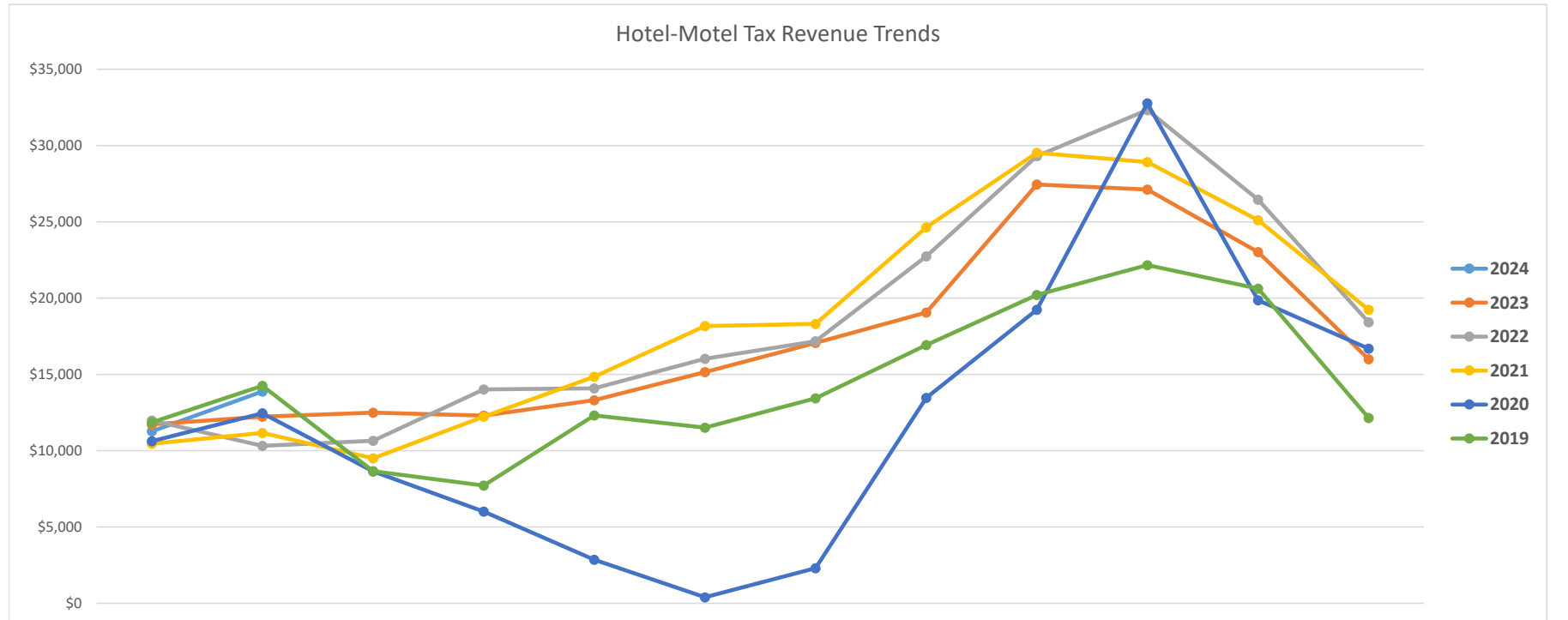
- ~~a. Councilmember Harolynne Bobis~~
- ~~b. Councilmember Rhonda Salerno~~
- ~~c. Councilmember Chris Carlson~~
- ~~d. Councilmember Craig Cyr~~
- ~~e. Councilmember Gail Fleming~~

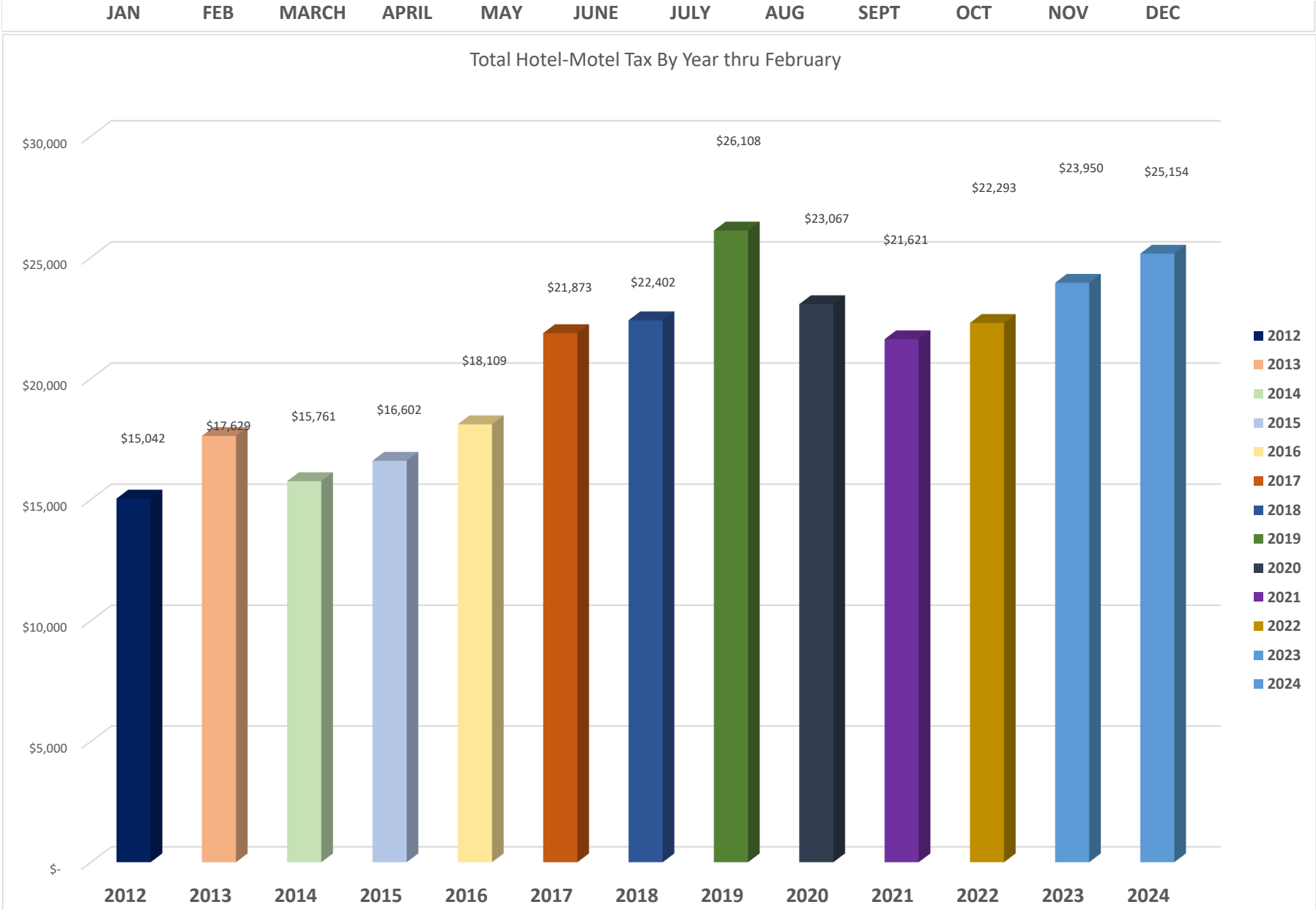
11. ADJOURN

Meeting adjourned by Mayor Kennedy Horstman at 8:37 pm

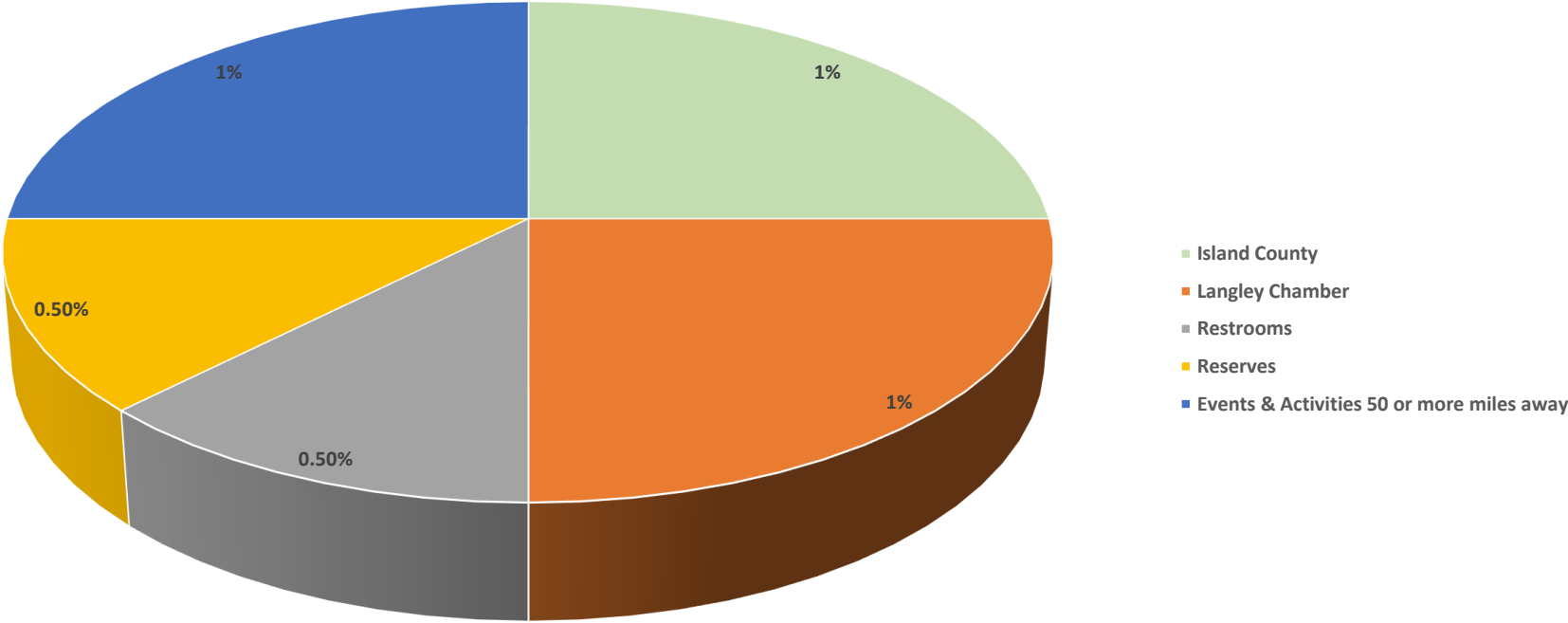
CITY OF LANGLEY
HOTEL-MOTEL TAX REVENUE TRENDS
2024

Year	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	Total thru Feb
2024	\$ 11,269	\$ 13,884												\$ 25,154
2023	\$ 11,724	\$ 12,226	\$ 12,491	\$ 12,302	\$ 13,306	\$ 15,155	\$ 17,070	\$ 19,064	\$ 27,447	\$ 27,121	\$ 23,022	\$ 16,000	\$ 206,929	\$ 23,950
2022	\$ 11,978	\$ 10,315	\$ 10,654	\$ 14,020	\$ 14,086	\$ 16,024	\$ 17,169	\$ 22,747	\$ 29,304	\$ 32,331	\$ 26,453	\$ 18,418	\$ 223,499	\$ 22,293
2021	\$ 10,457	\$ 11,164	\$ 9,501	\$ 12,228	\$ 14,853	\$ 18,171	\$ 18,316	\$ 24,645	\$ 29,525	\$ 28,923	\$ 25,105	\$ 19,238	\$ 222,127	\$ 21,621
2020	\$ 10,618	\$ 12,449	\$ 8,646	\$ 6,009	\$ 2,856	\$ 393	\$ 2,303	\$ 13,464	\$ 19,236	\$ 32,773	\$ 19,862	\$ 16,687	\$ 145,296	\$ 23,067
2019	\$ 11,858	\$ 14,250	\$ 8,654	\$ 7,714	\$ 12,319	\$ 11,514	\$ 13,429	\$ 16,930	\$ 20,211	\$ 22,166	\$ 20,629	\$ 12,153	\$ 171,827	\$ 26,108
2018	\$ 8,852	\$ 13,550	\$ 5,627	\$ 8,622	\$ 12,284	\$ 10,861	\$ 12,712	\$ 15,609	\$ 17,026	\$ 20,489	\$ 20,199	\$ 11,026	\$ 156,857	\$ 22,402
2017	\$ 8,735	\$ 13,138	\$ 4,865	\$ 8,884	\$ 10,709	\$ 12,026	\$ 12,119	\$ 16,525	\$ 17,982	\$ 16,517	\$ 22,893	\$ 10,982	\$ 155,375	\$ 21,873
2016	\$ 7,874	\$ 10,235	\$ 6,729	\$ 7,370	\$ 12,024	\$ 10,472	\$ 11,884	\$ 15,630	\$ 18,357	\$ 19,053	\$ 20,166	\$ 11,397	\$ 151,191	\$ 18,109
2015	\$ 7,015	\$ 9,587	\$ 5,559	\$ 7,107	\$ 8,340	\$ 8,709	\$ 10,923	\$ 12,159	\$ 18,028	\$ 20,124	\$ 16,167	\$ 12,414	\$ 136,132	\$ 16,602
2014	\$ 7,065	\$ 8,696	\$ 5,379	\$ 6,179	\$ 7,479	\$ 8,636	\$ 10,784	\$ 11,431	\$ 16,382	\$ 18,594	\$ 14,136	\$ 9,793	\$ 124,554	\$ 15,761
2013	\$ 6,117	\$ 11,512	\$ 1,552	\$ 6,211	\$ 8,076	\$ 7,824	\$ 8,709	\$ 11,221	\$ 16,212	\$ 18,335	\$ 12,157	\$ 8,318	\$ 116,244	\$ 17,629
2012	\$ 6,782	\$ 8,260	\$ 5,092	\$ 8,515	\$ 5,603	\$ 6,628	\$ 7,746	\$ 10,615	\$ 14,862	\$ 17,498	\$ 13,641	\$ 7,845	\$ 113,087	\$ 15,042



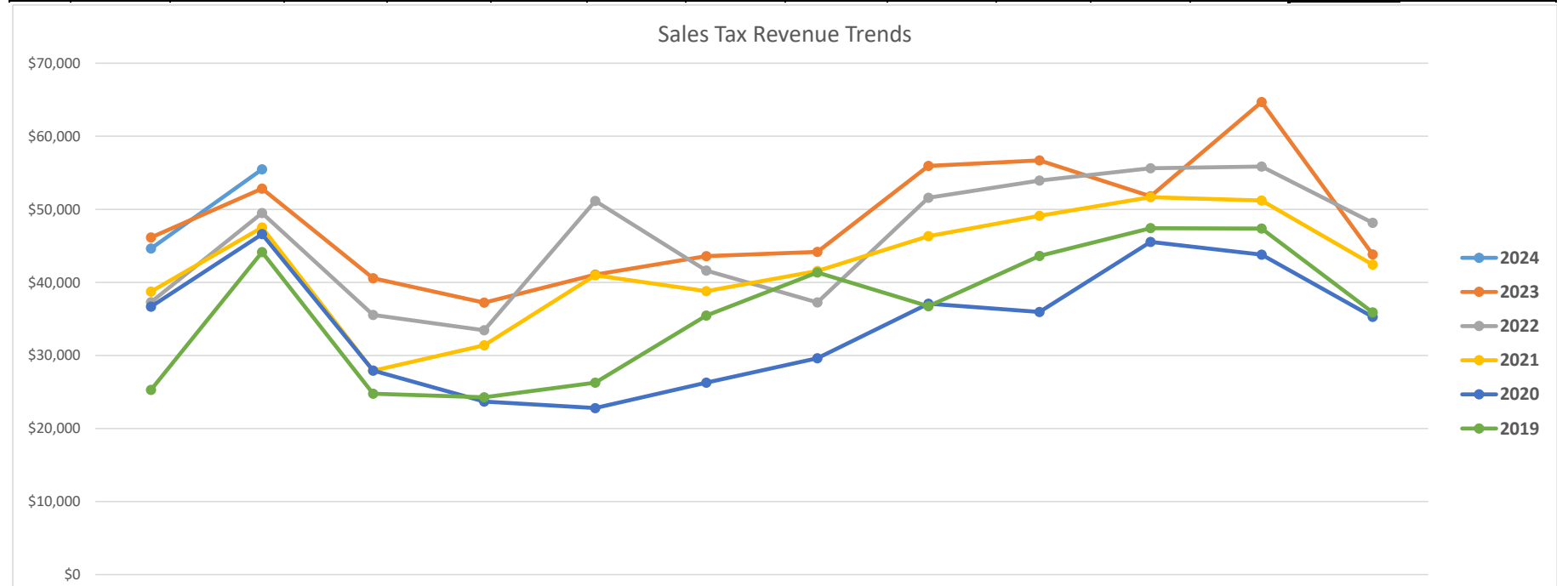


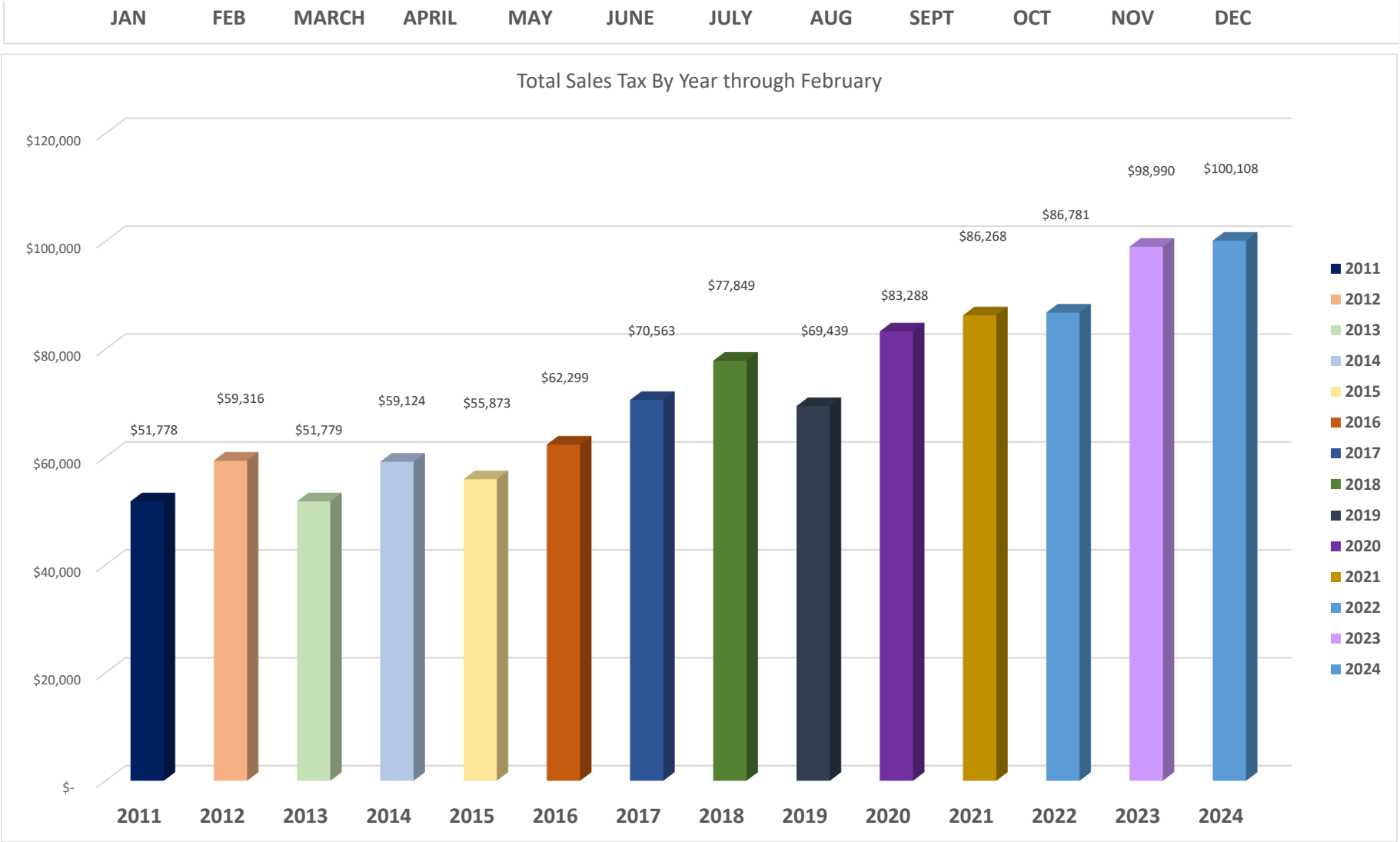
4 % Split between Tourism Funds



CITY OF LANGLEY
SALES TAX REVENUE TRENDS
2024

Year	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	Total thru Feb
2024	\$ 44,632	\$ 55,476											\$ 100,108	\$ 100,108
2023	\$ 46,149	\$ 52,841	\$ 40,586	\$ 37,224	\$ 41,074	\$ 43,582	\$ 44,162	\$ 55,951	\$ 56,703	\$ 51,789	\$ 64,690	\$ 43,832	\$ 578,584	\$ 98,990
2022	\$ 37,295	\$ 49,486	\$ 35,550	\$ 33,443	\$ 51,161	\$ 41,609	\$ 37,251	\$ 51,579	\$ 53,948	\$ 55,630	\$ 55,859	\$ 48,144	\$ 550,955	\$ 86,781
2021	\$ 38,745	\$ 47,523	\$ 27,902	\$ 31,376	\$ 40,992	\$ 38,797	\$ 41,557	\$ 46,328	\$ 49,112	\$ 51,667	\$ 51,201	\$ 42,423	\$ 507,624	\$ 86,268
2020	\$ 36,686	\$ 46,602	\$ 27,916	\$ 23,681	\$ 22,800	\$ 26,286	\$ 29,619	\$ 37,098	\$ 35,966	\$ 45,551	\$ 43,812	\$ 35,295	\$ 411,313	\$ 83,288
2019	\$ 25,288	\$ 44,151	\$ 24,769	\$ 24,272	\$ 26,286	\$ 35,444	\$ 41,353	\$ 36,725	\$ 43,618	\$ 47,416	\$ 47,378	\$ 35,903	\$ 432,603	\$ 69,439
2018	\$ 29,874	\$ 47,975	\$ 23,953	\$ 25,967	\$ 38,569	\$ 30,619	\$ 33,982	\$ 42,405	\$ 41,002	\$ 43,957	\$ 41,590	\$ 33,486	\$ 433,379	\$ 77,849
2017	\$ 29,230	\$ 41,333	\$ 23,453	\$ 24,427	\$ 35,233	\$ 32,056	\$ 34,918	\$ 43,034	\$ 25,900	\$ 39,888	\$ 42,768	\$ 31,906	\$ 404,146	\$ 70,563
2016	\$ 23,724	\$ 38,575	\$ 20,077	\$ 21,659	\$ 30,467	\$ 27,683	\$ 27,575	\$ 34,433	\$ 35,944	\$ 38,396	\$ 42,527	\$ 32,303	\$ 373,363	\$ 62,299
2015	\$ 22,109	\$ 33,764	\$ 22,500	\$ 19,480	\$ 26,824	\$ 21,137	\$ 24,961	\$ 32,255	\$ 34,416	\$ 33,888	\$ 35,770	\$ 28,540	\$ 335,644	\$ 55,873
2014	\$ 22,493	\$ 36,631	\$ 20,045	\$ 23,395	\$ 21,271	\$ 20,774	\$ 27,255	\$ 30,443	\$ 30,290	\$ 33,372	\$ 34,564	\$ 22,241	\$ 322,774	\$ 59,124
2013	\$ 21,123	\$ 30,656	\$ 17,137	\$ 17,981	\$ 25,102	\$ 22,133	\$ 22,538	\$ 26,662	\$ 27,821	\$ 33,450	\$ 31,330	\$ 24,468	\$ 300,401	\$ 51,779
2012	\$ 21,557	\$ 37,759	\$ 17,793	\$ 18,083	\$ 25,190	\$ 19,666	\$ 22,063	\$ 25,762	\$ 26,988	\$ 28,305	\$ 30,605	\$ 24,693	\$ 298,464	\$ 59,316
2011	\$ 20,363	\$ 31,415	\$ 19,255	\$ 20,322	\$ 24,071	\$ 23,496	\$ 23,125	\$ 27,976	\$ 28,767	\$ 28,363	\$ 28,427	\$ 22,211	\$ 297,791	\$ 51,778







Interagency Agreement with

City of Langley

through

Growth Management Services

**Contract Number:
24-63335-016**

For

GMA Periodic Update Grant – FY2024

Dated: Date of Execution

Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET	3
SPECIAL TERMS AND CONDITIONS.....	4
1. AUTHORITY.....	4
2. CONTRACT MANAGEMENT	4
3. COMPENSATION	4
4. BILLING PROCEDURES AND PAYMENT	4
5. SUBCONTRACTOR DATA COLLECTION	5
6. INSURANCE.....	5
7. FRAUD AND OTHER LOSS REPORTING	5
8. ORDER OF PRECEDENCE	5
GENERAL TERMS AND CONDITIONS.....	6
1. DEFINITIONS	6
2. ALL WRITINGS CONTAINED HEREIN	6
3. AMENDMENTS	6
4. ASSIGNMENT	6
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION	6
6. COPYRIGHT	7
7. DISPUTES	7
8. GOVERNING LAW AND VENUE	8
9. INDEMNIFICATION	8
10. LICENSING, ACCREDITATION AND REGISTRATION	8
11. RECAPTURE.....	8
12. RECORDS MAINTENANCE	8
13. SAVINGS	8
14. SEVERABILITY.....	8
15. SUBCONTRACTING	9
16. SURVIVAL.....	9
17. TERMINATION FOR CAUSE.....	9
18. TERMINATION FOR CONVENIENCE.....	9
19. TERMINATION PROCEDURES.....	9
20. TREATMENT OF ASSETS	10
21. WAIVER	11
ATTACHMENT A: SCOPE OF WORK AND BUDGET	12

Face Sheet

Contract Number: 24-63335-016

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Langley Community Planning & Building Department PO Box 366 Langley, WA 98260		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Meredith Penny Director of Community Planning (360) 221-4219 planning@langleywa.org		4. COMMERCE Representative Lexine Long Senior Planner (360) 480-4498 lexine.long@commerce.wa.gov	
5. Contract Amount \$100,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0008128-00	
12. UBI # 152-000-019		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Langley with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work & Budget.			
FOR CONTRACTOR _____ Krista "Kennedy" Horstman, Mayor City of Langley _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred thousand dollars (\$100,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-016. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.



Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Scope of Work and Budget (Attachment A) that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Scope of Work and Budget (Attachment A) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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



15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work and Budget

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Periodic Update work plan. Anticipated completion date: <u>03/11/2024</u>	\$0	\$0	Periodic update work plan.
Public participation plan. Anticipated completion date: <u>03/11/2024</u>	\$1,000	\$0	Public participation plan.
Critical areas analysis. Anticipated completion date: <u>10/01/2023</u>	\$9,300	\$0	Critical Areas Checklist.
Draft Critical Areas Ordinance amendments. Anticipated completion date: <u>01/16/2024</u>	\$9,300	\$0	Draft Critical Areas Ordinance. Notification email from Commerce that draft ordinance was submitted for 60-day review.
Adopted Critical Areas Ordinance amendments. Anticipated completion date: <u>03/19/2024</u>	\$12,900	\$0	Adopted Critical Areas Ordinance. Notification email from Commerce that adopted ordinance was received.
Comprehensive plan analysis. Anticipated completion date: <u>06/30/2024</u> and <u>02/21/2025</u>	\$8,750 *\$5,000 towards housing	\$24,750	Comprehensive Plan Checklist.
Draft Comprehensive Plan amendment. Anticipated completion date: <u>06/30/2024</u> and <u>02/21/2025</u>	\$8,750 *\$5,000 towards housing	\$24,750	Draft Comprehensive Plan. Notification email from Commerce that draft ordinance was



			submitted for 60-day review.
Adopted Comprehensive Plan amendments. Anticipated completion date: <u>06/16/2025</u>	\$0	\$500	Adopted Comprehensive Plan. Notification email from Commerce that adopted ordinance was received.
Development Regulations analysis. Anticipated completion date: <u>02/21/2025</u>	\$0	\$0	Development Regulations Checklist.
Draft Development Regulations Ordinance amendments. Anticipated completion date: <u>02/21/2025</u>	\$0	\$0	Draft Development Regulations Ordinance. Notification email from Commerce that draft ordinance was submitted for 60-day review.
Adopted Development Regulations Ordinance amendments. Anticipated completion date: <u>06/16/2025</u>	\$0	\$0	Adopted Development Regulations Ordinance. Notification email from Commerce that adopted ordinance was received.
Finding that the periodic update required by RCW 36.70A.130(b) is complete. Anticipated completion date: <u>06/16/2025</u>	\$0	\$0	Resolution Finding the periodic update required by RCW 36.70A.130(b) is complete. Notification email from Commerce that adopted ordinance was received.
Total Budget	\$50,000	\$50,000	
Control Number (Total Grant Available)	\$50,000	\$50,000	

Reminder: The grant breakdown includes 50% of your total grant award, for SFY 2024 (July 1, 2023 – June 30, 2024), and 50% of the total award for SFY 2025 (July 1, 2024- June 30, 2025).



Interagency Agreement with

City of Langley

through

Growth Management Services

**Contract Number:
24-63610-133**

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET	3
SPECIAL TERMS AND CONDITIONS.....	4
1. AUTHORITY.....	4
2. CONTRACT MANAGEMENT	4
3. COMPENSATION	4
4. BILLING PROCEDURES AND PAYMENT	4
5. SUBCONTRACTOR DATA COLLECTION	5
6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING	5
7. INSURANCE	6
8. FRAUD AND OTHER LOSS REPORTING	6
9. ORDER OF PRECEDENCE	6
GENERAL TERMS AND CONDITIONS.....	7
1. DEFINITIONS	7
2. ALL WRITINGS CONTAINED HEREIN	7
3. AMENDMENTS	7
4. ASSIGNMENT	7
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION	7
6. COPYRIGHT	8
7. DISPUTES	8
8. GOVERNING LAW AND VENUE	9
9. INDEMNIFICATION	9
10. LICENSING, ACCREDITATION AND REGISTRATION	9
11. RECAPTURE.....	9
12. RECORDS MAINTENANCE	9
13. SAVINGS	9
14. SEVERABILITY.....	9
15. SUBCONTRACTING	10
16. SURVIVAL.....	10
17. TERMINATION FOR CAUSE.....	10
18. TERMINATION FOR CONVENIENCE.....	10
19. TERMINATION PROCEDURES	10
20. TREATMENT OF ASSETS	11
21. WAIVER	12
ATTACHMENT A: SCOPE OF WORK.....	13
ATTACHMENT B: BUDGET	18

Face Sheet

Contract Number: 24-63610-133

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Langley PO Box 366 Langley, WA 98260		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Meredith Penny planning@langleywa.org		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov <div style="float: right; text-align: right;"> PO Box 42525 1011 Plum St. SE Olympia, WA 98504 </div>	
5. Contract Amount \$65,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A <div style="text-align: right;">ALN N/A</div>	
10. Tax ID # N/A	11. SWV # SWV0008121-00	12. UBI # 152-000-019	13. UEI # N/A
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR <hr/> Krista "Kennedy" Horstman, Mayor <hr/> Date		FOR COMMERCE <hr/> Mark K. Barkley, Assistant Director Local Government Division <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **sixty-five thousand dollars (\$65,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-133. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.



Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.



The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

"The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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



15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Scope of Work for Climate Element and Resilience Sub-Element (To run concurrently)		
Section Steps, Tasks, and Deliverables	Description	End Date
Section 1	Initialize project	4/2024 – 5/2024
Task 1.1	Develop Public Engagement Plan that supports environmental justice, identifies key stakeholders, and lays out engagement methods and timeline.	
Task 1.2	Consult with CCAC on draft Public Engagement Plan (with Section 2)	
Task 1.3	Consult with PAB on draft Public Engagement Plan (with Section 2).	
Task 1.4	Consult with Council on draft Public Engagement Plan (with Section 2).	
Task 1.5	Announce project initiation to the public through multiple channels, provide information about scope of work, timeline, and how to participate in the process.	
Deliverable 1.1	Public Engagement Plan	5/20/2024
Section 2	Review available climate and resiliency data and audit existing plans and policies	4/2024 – 5/2024
Task 2.1	Evaluate sources of available data and identify data gaps. Where gaps are identified, outline any data that would be valuable for the city to consider purchasing/ exploring/developing (if any).	
Task 2.2	Review existing climate, sustainability, and resiliency plans, policies, and actions for gaps, inconsistencies, and opportunities – including environmental justice considerations	
Task 2.3	Present results to CCAC (with Section 1)	
Task 2.4	Present results to PAB (with Section 1)	
Task 2.5	Present results to City Council (with Section 1)	



Task 2.6	Present Results to Community (with Section 3)	
Deliverable 2.1	Summary of public engagement results for Section 2	5/20/2024
Deliverable 2.2	Climate Data and Existing Plan Summary and Audit Report	5/20/2024
Section 3	Analyze Langley's challenges and opportunities towards mitigating climate change contributions	5/2024 – 6/2024
Task 3.1	Analyze Langley's contributions towards climate change. Identify the most pressing sustainability challenges and opportunities. Include environmental justice considerations.	
Task 3.2	Meet with stakeholders and CCAC to discuss initial findings and identify other aspects not addressed.	
Task 3.3	Present results to PAB	
Task 3.4	Present results to City Council	
Task 3.5	Present Results to Community (with Section 2)	
Deliverable 3.1	Summary of public engagement results for Section 3	7/1/2024
Deliverable 3.2	Climate Mitigation Challenges and Opportunities Analysis	7/1/2024
Section 4	Utilize Department of Commerce workbook to conduct resiliency planning.	7/2024 – 8/2024
Task 4.1	Identify community assets.	
Task 4.2	Explore hazards and changes in the climate.	
Task 4.3	Pair community assets and hazards and describe exposure and consequences.	
Task 4.4	Identify priority climate hazards.	
Task 4.5	Review existing plans for climate gaps and opportunities. Pull in information found during Section 2.	
Task 4.6	For each climate hazard, determine whether a more detailed vulnerability and risk assessment is warranted.	



Task 4.7	Assess sensitivity and adaptive capacity to characterize vulnerability.	
Task 4.8	Characterize risk and decide course of action.	
Task 4.9	Meet with stakeholders and CCAC to discuss initial findings and identify other aspects not addressed.	
Task 4.10	Present results to PAB	
Task 4.11	Present results to City Council	
Task 4.12	Present Results to Community	
Deliverable 4.1	Summary of public engagement results for Section 4	8/28/2024
Deliverable 4.2	Complete Commerce resilience workbook (except for goal and policy development sheets - to be completed under Section 5)	8/28/2024
Section 5	Develop goals, policies, and implementation actions for Climate Element, and Resiliency Sub-Element. Update other Comprehensive Plan elements for consistency.	9/2024 – 10/2024
Task 5.1	Revise existing and draft new goals	
Task 5.2	Revise existing and draft new policies	
Task 5.3	Draft implementation actions	
Task 5.4	Review draft goals, policies, and implementation actions for environmental justice considerations	
Task 5.5	Meet with stakeholders and CCAC to refine draft goals, policies, and implementation actions.	
Task 5.6	Present draft goals, policies, and implementation actions to PAB for feedback.	
Task 5.7	Present draft goals, policies, and implementation actions to City Council for feedback.	
Deliverable 5.1	Summary of public engagement results for Section 5	10/21/2024
Deliverable 5.2	Complete goal and policy development sheets from Commerce resilience workbook	10/21/2024



Deliverable 5.3	Draft goals, policies, and implementation actions	10/21/2024
Section 6	Draft Climate Element and Resiliency Sub-Element	10/2024 – 12/2024
Task 6.1	Draft Climate Element and Resiliency Sub-Element to replace existing Sustainability Element.	
Task 6.2	Meet with stakeholders and CCAC to refine draft.	
Task 6.3	Present draft elements to PAB for feedback.	
Task 6.4	Present draft elements to City Council for feedback.	
Task 6.5	Present draft elements and goals & policies to community.	
Deliverable 6.1	Summary of public engagement results for Section 6	1/30/2025
Deliverable 6.2	Draft Climate Element and Resiliency Sub-Element	1/30/2025
Section 7	Final Climate Element and Resiliency Sub-Element	5/2025 – 6/2025
Task 7.1	Integrate final element into overall draft updated comprehensive plan	
Task 7.2	Public hearing with Planning Advisory Board	
Task 7.3	City Council adoption	
Deliverable 7.1	Adopted Comprehensive Plan	6/15/2025

Scope of Work for Climate Element Implementation Item		
Section Steps, Tasks, and Deliverables	Description	End Date
Section 1	Conduct hydraulic modeling and mapping of active and emergency drinking water sources	



Task 1.1	Determine wellhead protection area	
Task 1.2	Identify 1, 5, and 10 years of travel and buffer zone	
Task 1.3	Identify/Evaluate vulnerability & susceptibility with attention to sea level rise and aquifer recharge	
Task 1.4	Calculate recharge rates	
Deliverable 1.1	Initial modeling results	
Section 2	Present modeling initial results and draft report for feedback	
Task 2.1	Present initial modeling results and draft report to a joint meeting of PWAC and CCAC	
Deliverable 2.1	Draft report	
Deliverable 2.2	Public presentation of draft report and initial modeling results	
Section 3	Produce final model and report	
Task 3.1	Incorporate feedback on draft report and initial results into final report.	
Task 3.2	Present final report and model to City Council.	
Deliverable 3.1	Final model and report.	

Attachment B: Budget

Budget for Climate Element and Resilience Sub-Element (To run concurrently)		
Deliverable	Description	Commerce Funds
Deliverable 1.1	Public Engagement Plan	\$4,000
Deliverable 2.1	Summary of public engagement results for Section 2	\$2,000
Deliverable 2.2	Climate Data and Existing Plan Summary and Audit Report	\$4,000
Deliverable 3.1	Summary of public engagement results for Section 3	\$2,000
Deliverable 3.2	Climate Mitigation Challenges and Opportunities Analysis	\$8,000
Deliverable 4.1	Summary of public engagement results for Section 4	\$2,000
Deliverable 4.2	Complete Commerce resilience workbook (except for goal and policy development sheets - to be completed under Section 5)	\$8,000
Deliverable 5.1	Summary of public engagement results for Section 5	\$2,000
Deliverable 5.2	Complete goal and policy development sheets from Commerce resilience workbook	\$4,000
Deliverable 5.3	Draft goals, policies, and implementation actions	\$5,000
Deliverable 6.1	Summary of public engagement results for Section 6	\$2,000
Deliverable 6.2	Draft Climate Element and Resiliency Sub-Element	\$9,000
Deliverable 7.1	Adopted Comprehensive Plan	\$13,000



	Total:	\$65,000

**CONTRACT FOR SERVICES
CITY OF LANGLEY AND KIMLEY-HORN AND ASSOCIATES, INC.**

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into this ____ day of _____, 2023, by and between the City of Langley, a municipal corporation of the State of Washington (“City”), and Kimley-Horn and Associates, Inc., a North Carolina Corporation (“Contractor”), in consideration of the mutual benefits and conditions contained herein.

WHEREAS, the City has determined the need to have certain services performed for its citizens; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Services.** Contractor shall perform those services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. In performing such services, Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. To the extent that any term or provision of this Agreement conflicts with any term or provision of Exhibit A or any other exhibit hereto, the terms of this Agreement shall control.
2. **Compensation and Method of Payment.** Contractor will invoice the City at the rates set forth in Exhibit A. Contractor shall be paid a total amount not to exceed 17,500 Dollars (17,500.00) without written modification of this Agreement signed by the City. The City shall pay Contractor for services rendered under this Agreement within ten (10) days after City Council voucher approval, but no later than 45 days of City’s receipt of Contractor’s invoice. Contractor agrees to complete and return the attached **Exhibit B** (Taxpayer Identification Number) to the City prior to or along with the first invoice.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing _____, 20____, and ending _____, 20____, unless earlier terminated in accordance with Section 9 herein or extended by written amendment in accordance with Section 12 herein.
4. **Independent Contractor.** The City and Contractor agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither Contractor nor any of Contractor’s employees shall be entitled, by virtue of the services provided under this Agreement, to any benefits afforded to City employees. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA,

state industrial insurance, state workers' compensation, or for otherwise assuming the duties of an employer with respect to Contractor or Contractor's employees.

5. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from the negligent acts, errors or omissions of Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit Contractor's liability to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Scope of Required Insurance.** Contractor shall maintain insurance of the types and coverage described below:

1. **Automobile liability insurance**, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. **Commercial general liability insurance**, written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, which shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using an additional insured endorsement at least as broad as ISO CG 20 26.
3. **Workers' compensation coverage** as required by the Industrial Insurance laws of the State of Washington.

- B. Additional Insurance Provisions. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Contractor's automobile liability and commercial general liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Contractor's insurance and shall not contribute with it. Contractor shall provide the City with written notice of any policy cancellation within two (2) business days of Contractor's receipt of such notice.
- C. Certificates of Insurance. Within fifteen (15) days of the execution of this Agreement, Contractor shall deliver original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this Section 6.
- D. Failure to Maintain Insurance. Contractor's failure to maintain insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Contractor from the City.
- E. Full Availability of Contractor Limits. If Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by Contractor, irrespective of whether such limits maintained by Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Contractor.

7. Taxes, Licenses and Permits.

- A. Contractor shall procure and maintain a City business license in accordance with applicable City code prior to beginning work under this Agreement. Contractor assumes responsibility for and ensures that all contractors, subcontractors and suppliers shall also obtain a City business license.
- B. Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, including taxes and fees assessed pursuant to applicable City code, and Contractor agrees to comply with all applicable laws regarding the reporting of income and maintenance of records, and with all other requirements and obligations imposed pursuant to applicable law. If the City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, Contractor shall reimburse and hold the City harmless from such costs, including attorneys' fees. Contractor shall also require all contractors, subcontractors and suppliers to pay all charges and taxes in accordance with this Section 7.

C. In the event Contractor fails to pay any taxes, assessments, penalties, or fees imposed by the City or any other governmental body, then Contractor authorizes the City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Contractor's total compensation.

8. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the term of this Agreement. The City shall have the right to conduct an audit of Contractor's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of Contractor.
9. **Termination.** This Agreement may be terminated by the City at any time upon seven (7) days' written notice; provided, that if Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement as provided in Subsection 6(D) herein.
10. **Discrimination Prohibited.** Contractor shall comply with all Equal Employment Opportunity regulations and shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor on the basis of race, color, religion, creed, sex, age, national origin, marital status or the presence of any sensory, mental or physical handicap.
11. **Assignment and Subcontract.** Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
12. **Entire Agreement; Modification.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments or addenda signed by both parties.
13. **Notices.** Notices required hereunder shall be delivered via first class U.S. mail to the addresses below:

To the City of Langley: City Administrator
 City of Langley
 P.O. Box 366
 Langley, WA 98260

To Contractor: Legal Counsel
 Kimley-Horn and Associates, Inc.
 421 Fayetteville Street, Suite 600
 Raleigh, NC 27601

14. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit,

arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly and exclusively in Island County, Washington. The prevailing party in any such action shall be entitled to its costs of suit, including attorneys' fees and expert witness fees.

Option 1. ☐

This Agreement is subject to the requirements of Chapter 39.12 RCW relating to prevailing wages. No worker, laborer or mechanic employed in the performance of any part of this Agreement shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Agreement is set forth at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/> and by this reference is made a part of this Agreement as though fully set forth herein.

Prior to making any payment under this Agreement, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is Contractor's responsibility to obtain and file the Statement. Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit an "Affidavit of Wages Paid" which must be certified by the Industrial Statistician of the Department of Labor and Industries.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

Option 2. ☐

This Agreement is exempt from the requirements of Chapter 39.12 RCW because the services specified hereunder will be performed by:

- (1) a sole owner or the spouse of a sole owner; or
- (2) a partner who owns at least thirty percent of a partnership; or
- (3) the president, vice president and treasurer of a corporation if each one owns at least thirty percent of the corporation; or
- (4) other. Specify: _____.

Option 3. ☒

This Agreement is not subject to the requirements of Chapter 39.12 RCW relating to prevailing wages.

BY THEIR SIGNATURES BELOW, the authorized agents of the parties enter into this Agreement as of the day and year first written above.

CITY OF LANGLEY

By: _____
Krista “Kennedy” Horstman, Mayor

CONTRACTOR

By: _____
David Williams, Associate

Digitally signed by David Williams
DN: C=US,
E=david.williams@kimley-horn.com,
CN=David Williams
Date: 2024.03.28 17:54:06-0700'

Attest/Authenticated:

Tara McDivitt, Notary Public

EXHIBIT A: SCOPE OF SERVICES

Contractor shall furnish and perform services including, but not limited to, the description of work and indicated below:

EXHIBIT A – Scope of Services

Task 1 – Project coordination

Task includes meetings and coordination with the City of Langley. This may include time to meet on the project tasks, jointly review draft work product, or go through City provided comments or Kimley-Horn questions on tasks.

Assumptions:

- Task includes approximately 15 hours for task coordination.
- Includes one in person or two virtual meetings with the Planning Commission, City Council, or citizen commissions.

Task 2 – Land Capacity Analysis (also referred to as Buildable Lands Analysis)

To ensure that the City of Langley has sufficient land to meet its targets for growth, we will coordinate a Land Capacity Analysis based on the methodology adopted within the Island County Countywide Planning Policies. This will evaluate areas allocated for residential and/or employment uses and determine the ability for these areas to accommodate additional growth. This will involve the following general steps:

Current conditions. We will assess the current state of development in the City based on tax assessment data, building permit summaries, and other sources.

Development constraints. Based on GIS data for critical areas and other physical and institutional limitations on development, we will identify areas where development is not expected to occur. This would include areas such as government land where market development is not expected to occur over the long term.

Areas available for development. By combining the current conditions data and information on development constraints, we will highlight those areas which are currently available for development. This may include areas that are vacant or available for redevelopment or infill projects. We will also develop assumptions for areas of the City which use a form based code.

Potential yields for growth. From the areas available for development, we will assess potential maximum yields for housing and employment uses.

Estimated yields for growth. To determine final estimates of land capacity, we will provide adjusted yields based on an additional set of “market factors” to account for potential challenges in carrying

out projects in the private sector. This can account for resistance of local landowners to sale and development, perceived returns and risks with certain development types and locations, and other possible issues.

This work will provide the foundation for relevant policies in the Land Use and Housing Elements and will demonstrate whether the City of Langley has land zoned appropriately to meet identified targets.

Assumptions:

- City to provide GIS data to support effort.
- City will provide building permit data.
- City will provide background data from Housing Needs Assessment prepared for Housing Action Plan.
- Process will utilize targets for housing, population, and employment on the island County CPPs.
- Assumes one round of review and edit on final LCA.
- If budget remains and completing the LCA, Kimley-Horn will assist the City of Langley in identifying land use and zoning changes which could assist in meeting growth targets (of any are necessary).
- Budget is based on task being completed by June 10, 2024.

Budget

Task	Budget
Task 1 – Project coordination and meetings	\$2,900
Task 2 – Policy Gap Analysis	\$14,600
Total	\$17,500

EXHIBIT B:
TAXPAYER IDENTIFICATION NUMBER

CITY OF LANGLEY
P.O. Box 366
112 Second Street
Langley, WA 98260
Tel: (360) 221-4246

In order for you to receive reimbursement from the City of Langley, we must have either a Taxpayer Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Langley before or along the submittal of the first billing voucher.

Please check the appropriate category:

☐ Corporation ☐ Partnership ☐ Government Agency
☐ Individual/Sole Proprietor ☐ Other (please explain)

TIN#: _ _ - _ _ _ _ _

SS#: _ _ _ - _ _ - _ _ _

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES
1025 UNION AVE SE - P O Box 43075
Olympia WA 98504-3075
specialoccasions@lcb.wa.gov Fax: 360-753-2710

TO: MAYOR OF LANGLEY

MARCH 19, 2024

SPECIAL OCCASION #: 092239

WHIDBEY CHILDREN'S THEATRE
723 CAMANO AVE
LANGLEY, WA 98260

DATE: APRIL 13, 2024

TIME: 5 PM TO 7 PM

PLACE: WHIDBEY CHILDRENS THEATRE BUILDING - 723 CAMANO AVE, LANGLEY

CONTACT: ANN M JOHNSON (DOB: 6.13.1974) (360) 221-8707

SPECIAL OCCASION LICENSES

- * ☐ Licenses to sell beer on a specified date for consumption at a specific place.
- * ☐ License to sell wine on a specific date for consumption at a specific place.
- * ☐ Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.
- * ☐ Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- | | | |
|------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 1. Do you approve of applicant? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LAW ENFORCEMENT	<input type="text"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	<input type="text"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	<input type="text"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	<input type="text"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



To: Langley City Council Members

From: ___Rhonda Salerno, Council Position 2___

Date: ___1 April 2024___

Topic: ___Memo to Accompany Ratification Vote_ **No. of pages** (including this one): _4_

Introduction/Summary: At our 3/11/24 City Council meeting, Council and staff reviewed and made changes to the memo to accompany our ratification vote of County's Resolution # C83-23 to accept the Office of Financial management's Medium Population Growth number. Council also requested that the Memo be sent to our Climate Crisis Action Committee (CCAC) for review. At CCAC's last meeting, the memo was approved by the Commission unanimously to move forward to the County without any changes.

Council Action Request:

Be prepared to vote on a Motion to accept the memo.

List all Attachments:

Draft Memo to accompany our ratification vote of the County's Resolution # C83-23



To: Board of County Commissioners, Island County

From: Langley City Council

Date: 1 April, 2024

Topic: Memo to Accompany Ratification Vote

The City of Langley, in ratifying Island County's Resolution #85-23 to accept the Medium Population Growth projection wants to see Island County plan for and act to ameliorate the associated impacts of climate change. Climate change is already here, and it is a threat multiplier. With population growth, we all increasingly rely on our sole source aquifer system. It is essential to plan sustainably and develop a better understanding of the risks of saltwater intrusion, lessening recharge, and increasing contamination to our aquifers. Climate models reveal that we are in the early days of climate change and we are looking at a future where these effects will increase in severity. Already, extreme events are shattering records and we must plan for even greater extremes in the near future. We already see that our forests are dying from drought and increasing summer temperatures. Dying forests and longer, hotter summers increase the risk of wildfire. We already are seeing shoreline flooding and increasing bluff erosion. In view of these concerns the City of Langley would like to see the County prioritize:

A. Hiring a Sustainability Planner

- To ensure that Island County prioritizes future sustainability
- To ensure training and support for Planning, Public Health, and Public Works personnel in implementing innovative technologies based on new science that will serve Island County residents and environment by preserving and protecting Island County's natural resources.

B. Acting on the recommendations of the [Marine Resources Committee's 11/6/23 White Paper](#) and on those of the [1992 Ground Water Management Program](#).

C. Addressing the impacts of Sea Level Rise by prioritizing managed retreat rather than shoreline armoring and stopping all construction close to bluffs and the shoreline.

D. Requiring Low Impact Development for all building projects through the adoption and implementation of the [2019 Stormwater Management Manual for Western Washington](#).

E. Planning for wildlife corridors to protect our wildlife and assure greenbelts throughout the County. Reforming the Public Benefit Rating System and Conservation Futures program to achieve landscape-scale conservation and protection of connectivity and critical areas in Island County.

F. Protecting Island County trees, forest cover and green infrastructure as this will protect aquifer recharge, cool the islands in the summer, help prevent flooding and protect soils. Advocate with DNR to ban clear cutting on our Islands which are Federally designated "Sole-Source Aquifer Areas". Resist changing zoning laws to allow smaller lot sizes in the Rural and Resource zones. Establish a minimum canopy cover requirement for development in the rural areas.

G. Advocating for a comprehensive waste reduction system, including food waste. Support an Island County composting facility, anaerobic bio-digester and biochar manufacturer, as well as more robust recycling.

H. Encouraging solar energy and battery storage in every possible way.

I. Encouraging the transition of all public buildings away from fossil fuels and towards renewable energy.

J. Listening to the voices of our Youth - the people who will have to try to survive the biggest impacts of our current action and inaction.

K. Allocating resources to increase staffing in Public Health and hydrogeology.

L. Updating the County's critical aquifer recharge area map and associated processes for reviewing new developments, septic systems, wells, and clearing and grading in such areas.

M. Quantifying the capacity limits of our islands' air, land, and water resources and utilize these limits as determining factors for land use decisions.

N. Enforcing Island County's Clean Water Utilities Code 15.03.

The City of Langley endeavors to continue to build a strong relationship with Island County as we move forward in this time of a drastically changing climate and welcome a robust line of communication.

Thank you for your consideration.



City of Langley

Planning Department

To: Langley City Council

From: Meredith Penny, Community Planning Director

Meeting Date: April 1, 2024

Subject: Critical Areas Ordinance Update

Background

The Growth Management Act (GMA) requires all cities and counties in Washington State to adopt regulations that protect critical areas. The suite of regulations adopted by a local jurisdiction to protect such critical areas is referred to as a critical areas ordinance (CAO). The CAO is intended to preserve the natural environment, wildlife habitats, and sources of fresh drinking water, while also protecting public safety by limiting development in areas prone to natural hazards such as floods and landslides.

RCW 36.70A.030(6) defines five type of critical areas:

- Wetlands,
- Areas with a critical recharging effect on aquifers used for potable water,
- Fish and wildlife habitat conservation areas,
- Frequently flooded areas, and
- Geologically hazardous areas.

All jurisdictions are required to review, and if necessary, revise their CAO according to an update schedule which coincides with the required review and update of the local comprehensive plan. Langley's CAO is housed in Langley Municipal Code section 16.20, originally adopted in 1992 and last updated in 2005. Langley completed the most recently required update of its comprehensive plan in 2018, but due to certain constraints at the time, a review and update of the CAO was not included. The consequences of not having an up-to-date CAO can include ineligibility for other state funding sources.

To address this, staff intended to conduct a review and update of the Critical Areas Ordinance in 2022, prior to the next required Comprehensive Plan update in 2025. Once work began, it became clear that a larger scope of changes was needed than staff initially anticipated. Additionally, new guidance was published by the Washington State Department of Fish and Wildlife (WDFW) which required changes to the City's regulations for streams. Based on these factors, the City opted to conduct a full review and update of the Critical Areas Ordinance as part of the periodic review and update required under RCW 36.70A.130.

Process

After a competitive process, the City of Langley retained the services of The Watershed Company (subsequently renamed DCG/Watershed, Inc.) to develop a public participation plan; evaluate existing conditions, best available science, and changes to state regulations and guidance; identify areas for improvement in the City's Critical Areas Ordinance; create a public engagement summary; and draft updates to the City's Critical Areas Ordinance.

The City held a community meeting in October 2022 to present the Draft Best Available Science and Gaps Analysis. The Analysis was finalized in November, and the team proceeded with drafting ordinance changes. In October 2023, a contract amendment with the consultant team was approved and an addendum to the Best Available Science and Gaps Analysis was drafted to address the new guidance from

WDFW on streams. Another community meeting was held in October 2023 on the addendum. Revised drafts were posted, a SEPA determination issued, a public comment period held, and a PAB public hearing was held. The City received four public comments and revisions were incorporated into the ordinance to address the comments. The draft was also submitted to the Department of Commerce for the 60-day review period which concluded on March 12, 2024. On February 28, 2024, the PAB voted to recommend City Council approve the proposed changes to the CAO.

Summary of the Changes

The primary goals of the initial code changes were to address items identified in the November 2022 Best Available Science Report and Gaps Analysis, address updated Department of Ecology guidance (*Wetland Guidance for Critical Areas Ordinance Updates*, October 2022), address suggested edits from previous staff who started review of the CAO in 2018, and address current staff suggested edits.

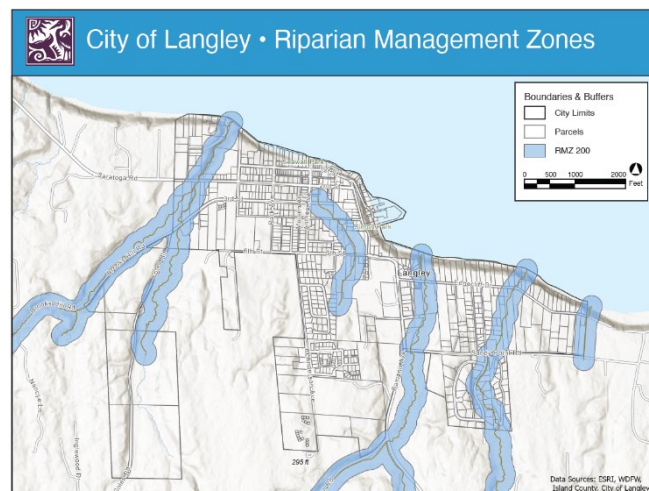
In April of 2023, WDFW produced a Riparian Management Zone Checklist for Critical Areas Ordinances. The purpose of the checklist was to support local jurisdictions as they designate and protect riparian ecosystems. The checklist contents were intended to help jurisdictions translate best available science recommendations from two sources into regulations: *Volume 1: Science Synthesis and Management Implications* (Quinn et al. 2020) and *Volume 2: Management Recommendations* (Rentz et al. 2020).

Significant additional changes were made to the CAO to address this new WDFW guidance. The primary change was a shift in how stream buffers are conceptualized and regulated. Stream buffer widths were previously sized based on the stream type (Fish, Non-Fish Perennial, or Non-Fish Seasonal). The new guidance recognizes that the riparian areas near streams play a crucial environmental role, not just by protecting stream health, but also for their own inherent habitat values.

Stream buffers are now referred to as Riparian Protection Areas (RPA) and the guidance outlines a new process for designating their widths. The guidance uses soil types in the vicinity of streams to determine what native tree species would be dominant within that soil type under ideal conditions. Based on the dominate tree species, the guidance identifies what height that species would reach over a 200-year period. This height is referred to as the 200-year site potential tree height or SPTH₂₀₀.

The majority of soil types bordering Langley's streams were found to have a SPTH₂₀₀ of 200 feet. As such, a standard RPA width of 200 feet was established for all streams, regardless of type. This is a significant change; the existing CAO outlines buffers of 100 feet and 50 feet depending on the stream - meaning buffers will be doubled or tripled and many structures may become nonconforming under the new changes. To address this, staff worked with PAB to provide several avenues for minor redevelopment or expansion of existing nonconforming structures.

A more detailed outline of the changes proposed to the CAO is included as Enclosure A to this memo.



Update Since the 1st Reading

The Planning Advisory Board was divided on whether to include the provisions of proposed section LMC 16.20.085.S.12, providing for the use of wetland mitigation banks, due to concerns about the habitat value of such off-site mitigation compared to mitigation within the same watershed. After deliberation, PAB left

this question open for the Langley City Council to determine as part of their consideration of the ordinance. At City Council's March 18, 2024 meeting, Council voted to remove the proposed language in LMC 16.20.085.A.12 which removed the ability to utilize wetland mitigation banks. In the version of the ordinance included in Council's packet for the second reading, staff replaced the wetland mitigation bank provisions with off-site mitigation language from the streams section of the ordinance for consistency.

Proposed Motion

Move to approve as a 2nd reading, an update to the City's Critical Areas ordinance, Chapter 16.20 LMC, in accordance with the periodic review requirements of RCW 36.70A.130; adopting findings; providing for severability; and establishing an effective date.

Enclosures:

- A. Summary of Changes to the City of Langley Critical Areas Ordinance
- B. Final Draft Critical Areas Ordinance for 1st Reading

Summary of Changes to the Critical Areas Ordinance (CAO)

A. New Code Sections

16.20.015 Authority - *New*

16.20.020 Relationship to other Regulations - *New*

- The CAO applies as an overlay in addition to zoning and other requirements.
- When two types of critical areas join, the buffer provisions that are most protective apply.
- The CAO applies concurrently with any SEPA requirements.
- Compliance with other federal, state, and local regulations may still be required (lists examples).
- All development in shoreline jurisdiction is regulated by the Shoreline Master Program.
Development outside of shoreline jurisdiction is regulated by the CAO.

16.20.030 Definitions - *Relocated and supplemented*

- The original definitions section only applied to wetlands and streams.
- The definitions section was moved to the beginning of the chapter some existing definitions were revised and new definitions were added for:
 - Alteration
 - Critical aquifer recharge areas
 - Cumulative impacts
 - Erosion hazard areas
 - Fish and wildlife habitat conservations areas
 - Flood fringe
 - Flood hazard areas
 - Floodplain
 - Floodway
 - Landslide Hazard Area
 - Monitoring
 - Qualified professional
 - Qualified professional for geological hazards
 - Riparian Protection Area
 - Steep slope
 - Waters of the State
 - Wetland mitigation bank

16.20.040 Identification, classification, and rating of critical areas - *New*

- Critical areas maps.
 - Maps are:
 - Used to alert the public of potential locations of critical areas,
 - Intended to be a reference and not provide final designation, and
 - May not be inclusive of critical areas which might be identified later.
 - As new environmental information is available, the City is authorized to make changes.
 - The actual presence or absence of the features will govern, regardless of whether a critical area is shown on the map.
 - The submittal of technical information to confirm presence of critical areas may be required.
- Classification and rating.
 - Classification of critical areas is based on:
 - The application of code criteria,
 - The consideration of submitted reports, and
 - The review of maps and other resources.
 - Rating categories will not change due to illegal modifications. Ratings are based on pre-modification conditions.

16.20.045 Exemptions - *Relocated and supplemented*

- Exemptions were previously only listed under wetlands and streams. They have been moved to the top of the code and applied to all critical areas.

Exemption	Nature of Changes
Drainage and Flood Control Facilities (operation, maintenance and repair of facilities installed prior to 1990)	Existing, minor edits.
Maintenance, operation and reconstruction of existing roads, streets, utilities	Existing, no changes
Normal maintenance and repair of residential or commercial structures	Existing, no changes
Emergency activities due to acts of nature or emergency utility repairs	Existing, no changes
Enhancement of wetlands	New, per Dept. of Ecology guidance
Removal of dead, dying, diseased vegetation and hazardous trees	Existing, edited
Construction of new utility facilities or improvements to existing utility facilities within existing right of way pr does not increase impervious surface or disturb habitat	Existing, no changes
Site investigation work and studies	Existing, no changes
Educational activities, scientific research, and outdoor recreation	Existing, minor edits

16.20.055 Reasonable Use Exception Criteria - *Relocated and supplemented*

- Nothing in this chapter is intended to preclude all reasonable economic use of property. To utilize this reasonable use exception, an applicant must demonstrate:
 - There is no feasible alternative with less impact - **Existing**
 - The proposal is not a threat to public health, safety, and welfare - **Existing**
 - The proposed alterations are the minimum necessary - **Existing**
 - The inability of the applicant to derive reasonable economic use of the property is not a result of actions by the applicant in subdividing the property, adjusting a boundary line, or other action thereby creating the undevelopable condition after March 18, 1992 - **Existing**
 - Mitigation sequencing has been applied - **New**
 - A critical areas report is required - **Existing**

16.20.085.S Wetland Mitigation Standards - **New**

16.20.090 Enforcement - **Existing but renamed**

B. Revised Code Sections

16.20.025 Best Available Science

- Revised to provide more clarity.
- Critical areas reports must be based on best available science.
- Added a reference to the WAC criteria for what is considered “best available science” rather than include the criteria word for word in the code.
- In the absence of valid scientific information, a “precautionary or a no-risk approach” shall be taken.

16.20.035 Permit Processes and Application Requirements

- The Planning Official may require third party review of critical areas reports:
 - When the project requires submittal of a critical areas permit or requires a reasonable use exception,
 - When specifically required by the code, or
 - When determined necessary to demonstrate compliance.
- Best Management Practices outlined for:
 - Tree and vegetation protection.
 - Construction management.
 - Erosion and sedimentation control.
 - Water quality protection.
- Added a table which outlined the permit review process for different activities and required more review for proposals with more potential for impacts.

16.20.065 Critical Aquifer Recharge Areas

- A. Purpose - **Existing**
- B. Designation criteria - **New**
- C. Protection standards - **New**
 - Lists specific activities which require review and potential for mitigation
 - References wellhead protection plan

16.20.070 Fish and Wildlife Habitat Conservation Areas (FWHCAs)

- A. Purpose - **New**
- B. Designation criteria – **New**
 - Updated stream typing system (Type F, Np, and Ns)
- C. Habitats and Species of local importance – **New**
- D. Regulations – **New**
- E. Approvals and Best Available Science -**New**
- F-G. Listed species and habitats – **Existing, Moved from Appendix 1**
- H. Biological Site Assessment – **New**
 - Previously only required general “critical areas report.” Added requirement for Biological Site Assessment and Habitat Management Plan which is specific to FWHCAs and includes details of what must be included.
- I. Process for adding previously undocumented priority species or habitats – **Existing, Revised**
- J. Conveyance – **Existing**
- K. Standard Stream Buffers – **Existing, Revised**
 - Relocated to FWHCA section from wetlands section
 - Per new state guidance, streams buffers are now referred to as Riparian Protection Areas (RPA)

- All streams updated to now have a 200ft RPA on either side of the stream, regardless of stream type.
- Added provision that a reduced RPA width may be allowed if demonstrated that the 200-year site potential tree height (SPTH200) of the predominate tree species is less than the standard.
- L. Measuring Riparian Protection Area Widths – **New**
 - Criteria added for measuring the RPA width on braided stream channels.
- M. Increasing Riparian Protection Area or Buffer Widths – **New**
 - The Planning Official may require an increased riparian protection area or buffer width based on specific factors.
- N. Alterations to Streams and Associated Riparian Protection Areas – **New**
 - This section addresses alteration of natural watercourses, erosion control measures, in-stream structures, stormwater management facilities, on-site sewage systems and wells.
- O. Riparian Protection Area Width Reductions – **Existing for wetlands, modified to apply to streams and RPAs**
 - Reduction by up to 25% may be allowed with enhancement.
 - Reduction by 50% may be allowed where an existing roadway transects an RPA creating an isolated portion of the RPA that provides insignificant functions.
- P. A one-time expansion of impervious surfaces of up to 500 square feet for existing-nonconforming structures within an RPA is permitted, subject to specific criteria - **New**
- Q. If only a portion of the structure is nonconforming (e.g., lies within a riparian protection area) expansion of the conforming portion of the structure is permitted – **New**
- R. Off-Site Mitigation – **New**
 - Off-site mitigation shall only be permitted when the applicant has demonstrated that on-site mitigation or off-site mitigation in the City of Langley limits or its surrounding watersheds is not feasible, in the referenced order of priority, or where it is demonstrated that off-site mitigation would provide greater benefit to the affected species.

16.20.075 Frequently Flooded Areas

- Definitions – **Moved to 16.20.030**
- A. Designation – **New**
- B. Protected and Permitted Alterations - **Existing**

16.20.080 Geologically Hazardous Areas

- A. Designation of Geologically Hazardous Areas – **Existing**
- B. Designation of Specific Hazard Areas - **Existing, Revised**
 - 1. Erosion Hazard Areas – Expanded designation
 - 2. Landslide Hazard Areas – Clarified
 - 3. Seismic Hazard Areas – Added tsunami inundation
 - Tsunami Hazard Areas – Moved under seismic
- C. Development Standards – **Revised**
- D. Minor Activities – **New**
 - Benches and informational signs may be allowed in the buffer with submittal of a geotechnical report
 - Limited trimming and limbing of vegetation allowed on steep slopes, erosion, or landslide hazard areas.
- E. Report Requirements – **New**
 - General geotechnical report required for development within 50 feet of steep slopes that are not geologically hazardous areas.

- Geotechnical engineering report required for development within 100 feet of a geologically hazardous area.
- Added requirement that for development adjacent to a coastal bluff, the report shall also contain erosion projections for 75 years based in part of sea level rise, for consistency with the City of Langley SMP.
- F. Mitigation Plans – **New**
- G. Critical Facilities Prohibited - **New**
- H. International Building Code – **New**
- I. Buffers – **Existing, Revised**
 - Edited for clarity
 - Planning Official allowed to increase buffer widths based on report
 - Provided more criteria for reducing buffer, including requirement for mitigation sequencing and third party review
 - Added provision that buffer reductions may also be considered in cases where such reduction may result in avoidance of significant tree removal
- J. Critical Area Tracts – **Existing**
- K. Building Setback – **Existing**
- L. Alterations – **New**
 - Clarification that alterations to erosion or landslide hazard areas or reductions beyond 25% are processed as a variance application. Must meet all required findings for a variance and other new additional requirements.
 - Notice on title required for development in erosion or landslide hazard areas and buffers.

16.20.085 Wetlands

- Definitions – **Existing, Moved to 16.20.030**
- A. Description of how wetlands have been initially identified – **Existing, Minor Changes**
- B. Determination of presence of regulatory wetlands onsite - **Existing, Revised**
- C. Updated reference to correct wetland rating system – **Existing, Updated**
- D. Reference to applicable federal and state statutes - **Existing**
- E-F. Purpose and Designation Criteria – **Existing, Moved**
- G-I. Measures to avoid and minimize impacts to wetlands – **Existing, Revised**
 - Outlined mitigation sequencing requirements per Ecology
 - Additional criteria added for development adjacent to wetlands per Ecology
- J. General provision for wetland buffers – **Existing**
- K. Buffer Width Requirements – **Existing, Revised**
 - Revised per Ecology guidance
 - Different buffer widths based on intensity of adjacent land uses
 - For example:
 - High Intensity = commercial, industrial etc.
 - Moderate Intensity = residential, agriculture etc.
 - Low Intensity = natural resource lands, passive recreation etc.
- L-N. Buffers width increases, averaging and reductions – **Existing, Minor Revision**
 - Added, “no feasible alternative to the site design that could be accomplished without buffer averaging” per Ecology guidance
 - Added, “the buffer width at its narrowest point is not reduced to less than 75 percent of the standard width” per Ecology guidance

- O. Buffer Maintenance. - **New**
 - Buffers must be retained in natural state. Removal of invasive species throughout duration of mitigation bond required for compensatory mitigation.
- P. Wetlands Permitted Uses – **Existing, Revised**
 - Removed “uses requiring alteration approval” because it was unnecessary and duplicative. Instead, applicant can use the buffer averaging, reduction sections, or reasonable use criteria.
 - Added, “compensatory mitigation must ensure no net loss of ecological functions and values” per Ecology guidance
- Q. Public Agency and Utility Exceptions - **Existing**
- R. Regulatory Standards – **Existing, Minor Revisions**
- S. Wetland Mitigation Standards – **Replaced Existing Provisions with Completely New, More Detailed Section per Gaps Analysis**
 - Also moved the wetland mitigation ratios table from Appendix 2 into the code
 - Added buffer mitigation ratios



City of Langley

MEMORANDUM

To: Langley City Council, Mayor Horstman
From: Randi Perry, Director of Public Works
Re: DCG/Watershed Contract – 100% Design, Bid and Construction Support
Council Meeting Date: April 1, 2024

The purpose of this memo is to present the City council update of 2024 Langley Infrastructure Project (LIP) progress and request action to move forward the DCG/Watershed (DCG/W) contract for 100% Design, Bid and Construction support.

On January 16, 2024, staff presented technical changes to the LIP between the 60% and 90% engineering benchmarks. January 22, 2024, the city held a public meeting to discuss the funding opportunities to move the infrastructure project forward. February 5, 2024, the city council voted to approve the Public Works Board loan. With this funding in place, it is anticipated all 14 infrastructure projects are fully funded. On February 12, 2024, staff received Army Corp of Engineers permit approval allowing the project to move forward.

Community and council members have expressed concern with LIP-5, the installation of stormwater conveyance system from Furman Avenue to city limits on Edgecliff Drive. Staff have prepared a document to clarify the design and respond to questions and recommend that the council move forward with the design and construction of this project. Staff further recommends moving all 14 projects forward to 100% design, bid support and construction management.

The improvement projects were identified as needed on Edgecliff in the 2009 Stormwater Comprehensive Plan. Two and a 'half' projects were included in the 2018 Preliminary Engineering conducted by PACE Engineering and were the basis for the 2019 Water Utility Management BOND initiative. This document was authorized by the Council and is the project basis approved by 80% of Langley voters. The 'half' project from the 2009 Stormwater Comprehensive Plan that was not included in the LIP -5 is ditch improvement on Edgecliff Drive. Early in the development of the overall LIP Public Work identified that the ditch required more resources than this project could accommodate. This improvement as designed will direct and convey an estimated 1.21 million gallons annually from infiltrating into the roadway shoulders and remove that volume of water from the overall drainage equation. This project will also replace failing pavement, a condition that will be exacerbated by the water main installation and trench patching.

The council decided to move forward with an attainable focus on the roadway generated runoff by approving The Basis of Design in 2020. Site conditions were evaluated by a geotechnical engineer during the 30% engineering design approved by the council in 2021. The council approved the 60% project design in 2022 which authorized further expenditure of the Island County Rural Economic Development grants moving all projects forward to the 90% design.

Staff met with DCG/W on January 29 and February 27, 2024, to discuss phase 3 including 100% design, bid support and construction management need. The scope of work is detailed in the contract proposal.

STAFF RECOMMENDS: Council approve the DCG/W contract as presented and move all 14 LIP projects forward to bid.



March 12, 2024

Randi Perry, Director of Public Works
City of Langley
112 Second Street
PO Box 366
Langley, WA 98260

Re: Proposal for Phase 3 Civil Engineering Services
City of Langley Utility Improvements

Dear Ms. Perry,

DCG/Watershed, Inc. ("DCG/W") is pleased to submit a proposal for Phase 3 design services, public bid administration, and construction support for the project noted above. In this proposal, we have summarized the project understanding, scope of work, tasks and deliverables, assumptions, schedule, and fees. The City of Langley will herein be referred to as "Client".

Project Understanding

The overall project includes fourteen Langley Infrastructure Projects (LIP's), each aiming to improve water, sewer, and/or stormwater services. Depending on the sub-project, a given utility may be extended, replaced, or rehabilitated if feasible. Some also include roadway pavement restoration (beyond trench repair), thickened edge construction, and pathway improvements.

Overview of Work and Phased Approach

DCG/W will provide civil engineering services to support the design and construction of the proposed improvements for each of the fourteen sub-projects. Twelve of the sub-projects were originally outlined in the 2019 Capital Improvement Projects report prepared by PACE Engineers in August 2018. Additionally, the thirteenth and fourteenth sub-projects have been added by the Client, to replace the water main from Furman Avenue to City Limits, along Edgecliff Drive, and to replace the sewer main along Al Anderson Avenue from Suzanne Court to Louisa Street, respectively.

In order to accurately scope the level of effort, DCG/W had proposed to break up the scope of this overall improvement project into five phases as follows:

Phase 1 - Site investigation and feasibility analysis

Phase 2 - Design development and construction documents

A. 30% Design

B. 60% Design

C. 90% Design

Phase 3 – 100% Design plus bid administration and construction support

Work for Phase 1 was completed in fall of 2020, which included investigations into the existing site conditions and a sub-project feasibility analysis, summarized in the final Basis of Design (BOD) report, dated 10/2/2020. Work for Phases 2A, 2B, and 2C is all complete and the final Federal Joint Aquatic Resource Project Application (JARPA) packet was submitted in April 2022 and approved in February 2024.

The following scope for Phase 3 will focus on completing design, plans, specifications, and associated cost estimate updates to prepare for public bidding. Scope will include bid oversight and construction administration support.

Seattle	Kirkland	Mount Vernon	Freeland	Federal Way	Spokane
9706 4th Ave NE, Ste 300 Seattle, WA 98115 Tel 206.523.0024	750 6 th St S Kirkland, WA 98033 Tel 425.822.5242	2210 Riverside Dr, Ste 110 Mount Vernon, WA 98273 Tel 360.899.1110	1796 E Main St, Ste 105 Freeland, WA 98249 Tel 360.331.4131	31620 23rd Ave S, Ste 307 Federal Way, WA 98003 Tel 253.237.7770	601 W Main Ave, Ste 617 Spokane, WA 99201 Tel 509.606.3600
2024-03-29	DCG Proposal (Civil)_Langley Utility Impr_Ph3_20240312				99/118

City of Langley Utility Improvements
March 12, 2024

Scope of Work

100% Design

Civil Engineering

Civil engineering efforts will include progressing the LIP design and associated plans, specifications and cost estimate from their current 90% status to a final 100% stage in preparation for project bidding. Design tasks will include completion of final utility designs, final stormwater modeling, final pathway grading and conflict coordination, final review and resolution of utility conflicts, refinement of private parcel services (water and sewer), final retaining wall design, final progression of Temporary Erosion and Sediment Control (TESC) and demolition sheets, and final development of project details.

A final specification packet and project bidding manual will also be prepared. These will follow American Public Works Association (APWA) format, referencing Washington State Department of Transportation (WSDOT) standard specifications with any necessary special provisions included.

A final updated estimate of our engineering opinion of probable construction cost (OPCC) will be prepared. DCG/W will update the previously prepared estimates to reflect any final design revision and pricing changes that have occurred since the completion of our previous estimate.

A final drainage report will be prepared addressing the Department of Ecology's current Stormwater Management Manual for Western Washington requirements as they apply to the sub-projects.

The following items are also included in this scope:

- Continued coordination with Puget Sound Energy (PSE) to address potential utility line conflicts.
- Final site visits for each LIP for final field proofing of design.
- Participate in final design coordination meetings with the Client (2 assumed).

Environmental

DCG/W's environmental team will build upon the work previously completed for the JARPA permitting process by completing a wetland mitigation plan set for the Clients 3rd Street parcel, designated as the wetland mitigation site. This plan set will include all necessary design work and detailing needed to publicly bid the wetland mitigation project in conjunction with the LIP projects. Included in this effort will be the preparation of any necessary wetland mitigation related specifications and cost detailing for inclusion in the final OPCC.

Subconsultants

Arborist:

The project arborist will continue efforts for the protection of trees through the final LIP design development process. This work will include final design coordination and review of the LIP plans to assess potential tree impacts. Based on this review the Tree Protection Plan will be finalized and the required elements will be incorporated into the final construction document package.

Geotechnical Engineer:

In anticipation that questions/clarifications may arise, a small budget for coordination purposes has been included for the geotechnical team contracted in previous project phases. Included in this budget are the costs associated with finalizing the previously prepared geotechnical investigation report.

Public Bid Administration

Upon completion of the construction documents, DCG/W will oversee the public bidding process through the public bid opening and contract award. This work will include coordination of the required bid advertisement,

City of Langley Utility Improvements
March 12, 2024

including upload and management of all construction documents to the builders exchange website. Additionally, DCG/W will coordinate and guide a pre-bid meeting with the contractors, coordinate responses to all contractor related questions raised during the bid process and, if necessary, prepare any addendums required (two are assumed). Upon bid opening, DCG/W will review all bids received for completeness and accuracy, and will prepare a formal bid tabulation spreadsheet and final recommendation letter for Client review and contract award.

Construction Support

DCG/W will provide daily construction support services to coordinate the contractor's work and to ensure compliance with the project plans and specifications. Included in this effort will be the coordination and attendance of a pre-construction meeting, review of all construction related submittals and requests for information (RFIs), attendance of daily (morning) contractor coordination meetings, completion of daily (afternoon) construction progress site visits, and preparation of daily progress logs to document the contractors work, any issues encountered, and any direction provided. Additionally, DCG/W will review the contractor's monthly pay requests for accuracy and, following review, will provide a certified copy to the city for payment. For pricing purposes, it has been assumed that the physical work will be completed within an 18-month construction window with an average daily effort of approximately 3 hours.

Additionally, DCG/W will manage any Force Account work encountered or Change Orders required due to unforeseen conditions.

Upon construction completion, DCG/W will assist with project close out efforts, including completion of final inspections and punch list preparation, preparation of appropriate completion notifications, and final review of all close-out submittals, including contractor record drawings.

Following receipt and approval of contractor record drawings, DCG/W will prepare final "asbuilt" plan sets for each LIP for the Client's records.

As noted above, the estimated fee for construction support services assumes a limited roll in overall management of the project/contract. This roll is limited to contractor coordination and oversight and does not include any work related to internal city project management, public relations, finance management or attendance of Client meetings.

Technical Deliverables

DCG/W will submit the following Technical Deliverables:

Description	Hard Copies	Description/Size/Format
LIP Plans	2	PDF, 22"x34"
Cost Estimate	2	PDF, size TBD
Bid Manual/Specifications	2	PDF, 8.5"x11"
Drainage Report	2	PDF, 8.5"x11"
Asbuilt Plans	2	PDF, DWG, 22"x34"

Note: DCG/W has provided a budget for expenses including printing/copying costs. If the Client requests printing/copying resulting in costs higher than the budgeted amount, then additional expenses will apply at the rates shown on the attached 2024 DCGW In-House Photocopy Rates (Attachment 3).

City of Langley Utility Improvements
March 12, 2024

Scope Exclusions/Assumptions

The following assumptions apply:

1. Pricing is based on the assumption that one combined bid set will be produced as part of this Phase 3 contract, including work for all LIPs. If it is ultimately determined that separate sets and bidding processes are required, DCG/W reserves the right to reassess the costs associated with the effort.
2. The construction cost estimate will reflect DCG/W's opinion of probable construction costs. Opinions will be based on the information available and DCG/W's judgement as an experienced and qualified team of professionals. However, since DCG/W has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or other market conditions, DCG/W does not guarantee that proposals, bids or actual project or construction cost will not vary from the opinions of probable cost provided.
3. The Client will continue to provide available record drawings, utility data, and site documents.
4. The Client will provide contact information for private utility purveyors as needed. DCG/W will lead coordination with affected purveyors. Anticipated impacts to private utilities will be identified and a design for necessary relocation or modification will be provided per coordination with that purveyor. This includes telecommunication, electrical services and power poles, and street lighting.
5. DCG/W will lead communication with Island County. This includes coordination related to the stormwater outfall upgrades and any permitting requirements.
6. No effort is needed to update the Franchise Agreement with Island County; the current agreement is still valid and covers the area of impact.
7. The Client will lead all communication with stakeholder groups and the public, including adjacent landowners and businesses. Project updates to be provided to the public (via flyers or website) shall be managed by the Client or others.
8. Coordination with private landowners regarding utility connection locations will be led by the Client.
9. The Client will be responsible for notifying the appropriate parties in advance of any site investigation activities included with this scope of work. DCG/W will coordinate with the Client 10 days in advance to confirm when these activities are scheduled to take place.
10. Where required, access onto private property will be coordinated by the Client.
11. No service connection work will be proposed on private property. Existing service connections will be re-connected at the same location; if a unique situation arises that requires the existing connection to be relocated, then further coordination with the Client and private landowner will be necessary. New service connections will stop at the ROW and work associated on the private side will be completed by the private landowner.
12. The Client will provide review comments in one compiled document, including comments from all reviewing parties.
13. It is assumed that minimal landscaping scope will be required for this project. If areas of landscape improvements are identified (replacing existing trees or vegetation, hydroseeding, etc.) then this scope will be noted in the construction drawings and specifications, requiring the Contractor to hire a landscaper as part of their contract.
14. Any post-construction tree care required due to the extent of construction impact will be covered under separate contract.
15. No effort for potable water modeling is included. Pipe sizing will follow the Client's comprehensive plan and associated system-wide modeling done by others.
16. No effort for sanitary sewer modeling is included. Pipe sizing will follow the Client's comprehensive plan and associated system-wide modeling done by others.
17. Transportation studies and submittals are not included within this scope of work and are not anticipated to be required.
18. Design will not require vehicle turning analyses.
19. An operation and maintenance manual will not be provided for any aspect of design.
20. Invoices will include a cover sheet with a suggested break-down by LIP and by utility for the Client's use in funding allocation. Percent of work completed will be noted by task and by LIP on the cover sheet.
21. Permit fees, due to agency review, are excluded from this this scope of work and will be paid and delivered by the Client.

City of Langley Utility Improvements
March 12, 2024

22. The individual task budgets shown represent DCG/W's best estimates of the level of effort required. DCG/W reserves the right to shift budgets between tasks as necessary, within the overall contract limits, to accommodate the actual work performed.
23. Bid services noted, assumes that the bid will not be contested and no re-bidding will be required.

Schedule

DCG/W will begin work following authorization to proceed. We will aim to complete the final construction document deliverables within 24 weeks.

Payment

The cost of work shall be on a time and expense basis not to exceed the fee amounts per the attached engineering services estimate spreadsheet (Attachment 1). The total fee for the scope of work described herein is Nine Hundred Ninety-Four Thousand, Five Hundred Nine Dollars and Zero Cents (\$994,509), which is broken down as follows:

100% Design - \$385,533
Public Bid Administration - \$56,572
Construction Support – \$498,494
Subconsultant Services - \$48,910
Estimated Expenses - \$5,000

Expenses will be invoiced at cost plus ten percent (10%) and mileage will be invoiced at the current federal published rate per mile for project related travel. Any additional work, as directed by the Client, will be charged at the rates listed on the attached 2024 Hourly Rates Summary (Attachment 2).

Invoices will be submitted monthly and shall be due within 30 days of the invoice date. Accounts past due 30 days or more are subject to finance charges of 1.5% per month.

Additional Services

The work noted above is for a one-time performance only. Additional work, meeting times beyond the contract limit or redesign occasioned by others shall constitute change of scope/additional services and are to be reimbursed on an hourly basis at the rates specified in the 2024 Hourly Rates Summary (Attachment 2). Additional services shall not be performed without prior Client authorization.

Terms and Conditions

The terms and conditions of this proposal are as attached (Attachment 4). Acknowledgement of these terms shall be indicated by signature of this proposal.

Conclusion

If our proposal is satisfactory, please sign and return one copy of this proposal to us. We appreciate the opportunity and look forward to working with you towards the successful completion of the project. Please do not hesitate to contact us if you have any questions.

Sincerely,

DCG/Watershed, Inc.



Quin Clements, PE
Principal | Civil Engineering

City of Langley Utility Improvements
March 12, 2024

Authorization to proceed:

Name/Title

Signature

Date

Attachments: Attachment 1 – Fee Estimate
 Attachment 2 – 2024 Hourly Rates Summary
 Attachment 3 – 2024 In-House Photocopy Rates
 Attachment 4 – Terms and Conditions



DAVIDO CONSULTING GROUP, INC.
PROFESSIONAL ENGINEERING SERVICES INVOICE TRACKING
PROFESSIONAL ENGINEERING SERVICES ESTIMATE

Project: Utility Improvements
Phase: 3
Client: City of Langley
DCG/W PM: Quin Clements
Date: 3/8/2024

			DCG/W LABOR CATEGORIES													SUBCONSULTANT					
Task No.	Task Description		Principal Engineer/ President	Principal Engineer	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer Tech VII	Principal Engineer	Ecologist IV	Project Coordinator	Administrative Assistant	Total Hours	DCG/W Total Each Task	Environmental (DCG/W & HC)	Structural (DCG/W)	Surveyor (TMI)	Geotechnical (Palmer)	Arborist (Bartlett)	Extended Subtotal
1	100% Design		211	68	354	399	16	587	306	0	0	6	36	1983	\$385,533	\$18,500	\$5,000	\$0	\$2,500	\$4,780	\$416,313.00
	1.1	General/Admin	36	24	30	48	0	24	0	0	0	6	0	168	\$38,202						\$38,202.00
	1.2	LIP Design and Plans	63	32	240	231	0	351	290	0	0	0	0	1207	\$229,343						\$229,343.00
	1.3	Specifications	80	8	20	20	8	20	0	0	0	0	16	172	\$41,212						\$41,212.00
	1.4	Cost Estimate	16	4	40	40	8	120	0	0	0	0	0	228	\$40,464						\$40,464.00
	1.5	Drainage Report	8	0	16	24	0	48	0	0	0	0	20	116	\$19,036						\$19,036.00
	1.6	Subconsultants	8	0	8	36	0	24	16	0	0	0	0	92	\$17,276	\$18,500	\$5,000	\$0	\$2,500	\$4,780	\$48,056.00
2	Public Bid Administration		26	10	68	76	0	80	24	0	0	0	8	292	\$56,572	\$1,700	\$0	\$0	\$0	\$0	\$58,272.00
	2.1	General/Admin	8	0	16	16	0	0	0	0	0	0	0	40	\$8,912						\$8,912.00
	2.2	Advertisement	2	2	8	8	0	0	0	0	0	0	8	28	\$5,232						\$5,232.00
	2.3	Bidder Coordination and Addendum	8	8	36	36	0	40	24	0	0	0	0	152	\$29,660	\$1,700	\$2,500				\$33,860.00
	2.4	Bid Opening and Award	8	0	8	16	0	40	0	0	0	0	0	72	\$12,768						\$12,768.00
3	Construction Support		458	120	566	542	0	500	112	0	0	24	8	2330	\$498,494	\$3,800	\$2,500	\$0	\$0	\$10,130	\$514,924.00
	3.1	General/Admin	48	0	24	0	0	0	0	0	0	24	0	96	\$23,400						\$23,400.00
	3.2	Pre-construction Meeting	8	4	12	12	0	12	0	0	0	0	0	48	\$10,236						\$10,236.00
	3.3	Daily Administration	250	48	350	350	0	150	0	0	0	0	0	1148	\$254,326						\$254,326.00
	3.4	Weekly Administration	104	52	104	104	0	104	0	0	0	0	0	468	\$104,936	\$3,800	\$2,500			\$10,130	\$121,366.00
	3.5	Financial Review	24	8	48	48	0	192	0	0	0	0	0	320	\$56,112						\$56,112.00
	3.6	Project Close-out (incl. asbuilt drawings)	24	8	28	28	0	42	112	0	0	0	8	250	\$49,484						\$49,484.00
			695	198	988	1017	16	1167	442	0	0	30	52	1983							
			\$312.00	\$312.00	\$218.00	\$183.00	\$173.00	\$140.00	\$193.00	\$249.00	\$163.00	\$133.00	\$97.00								

FEE ESTIMATE SUMMARY	
DCG/W Labor Fees:	\$940,599.00
DCG/W Expenses:	\$5,000.00
Subconsultant Fees	\$48,910.00
TOTAL ESTIMATED MAXIMUM FEES:	\$994,509.00



2024 Category Hourly Billing Rates
Effective: 1/1/2024

Category Title	Hourly Rate
Accountant	\$197
Accounting Billing Clerk	\$103
Accounting Billing Coordinator	\$108
Administrative Assistant	\$97
Arborist 1	\$115
Arborist 2	\$134
Arborist 3	\$139
Arborist 4	\$145
Arborist 5	\$155
Arborist 6	\$182
Arborist 7	\$200
Arborist 8	\$225
Ecological Designer 4	\$152
Ecologist 2	\$131
Ecologist 3	\$135
Ecologist 4	\$163
Ecologist 5	\$181
Engineer 1	\$113
Engineer 2	\$140
Engineer 2b	\$151
Engineer 3	\$173
Engineer 4	\$183
Engineer 5	\$218
Engineer 6	\$236
Engineer 7	\$259
Engineer 8	\$285
Engineer Tech 1	\$92
Engineer Tech 2	\$102
Engineer Tech 3	\$112
Engineer Tech 4	\$135
Engineer Tech 5	\$151
Engineer Tech 6	\$185
Engineer Tech 7	\$193
Engineer Tech 8	\$218
Finance Manager	\$199
Fisheries Biologist 1	\$115

DCG/Watershed, Inc.
Billing Rate Table

Category Title	Hourly Rate
Fisheries Biologist 2	\$130
Fisheries Biologist 3	\$145
Fisheries Biologist 4	\$160
Fisheries Biologist 5	\$175
Fisheries Biologist 6	\$190
Fisheries Biologist 7	\$205
Fisheries Biologist 8	\$220
GIS Analyst 4	\$136
Human Resources Coordinator	\$108
Intern 1	\$74
Interpretive Planner 4	\$130
Landscape Architect 3	\$137
Landscape Architect 4	\$158
Landscape Architect 5	\$172
Landscape Architect 6	\$193
Landscape Architect 7	\$248
Landscape Architect 8	\$259
Landscape Designer 1	\$119
Landscape Designer 2	\$130
Landscape Designer 3	\$140
Marketing Coordinator	\$126
Marketing Manager	\$137
Planner 1	\$120
Planner 2	\$136
Planner 3	\$152
Planner 4	\$163
Planner 5	\$174
Planner 6	\$188
Planner 7	\$204
Planner 8	\$220
Principal 1	\$207
Principal 2	\$228
Principal 3	\$249
Principal 4	\$289
Principal 5	\$312
Principal 7	\$312
Principal 8	\$312
Project/Contract Administrator	\$133
Restoration Specialist	\$183
Vice President of Operations	\$249

DCG/Watershed
2024 In-House Photocopy Rates
Effective: 1/1/2024

Description	Rate
Photocopies - In House B&W 8.5x11	\$0.18 per page
Photocopies - In-House B&W 11x17	\$0.38 per page
Photocopies - In-House B&W 22x34	\$1.47 per page
Photocopies - In-House B&W 24x36	\$1.70 per page
Photocopies - In-House B&W 30x42	\$2.48 per page
Photocopies - In-House B&W 36x48	\$2.72 per page
Photocopies - In House Color 8.5x11	\$0.74 per page
Photocopies - In-House Color 11x17	\$1.51 per page
Photocopies - In-House Color 22x34	\$5.90 per page
Photocopies - In-House Color 24x36	\$7.44 per page
Photocopies - In-House Color 30x42	\$10.67 per page
Photocopies - In-House Color 36x48	\$10.78 per page
Photocopies - In-House Digital Mylar 22x34	\$26.25 per page
Photocopies - In-House Digital Mylar 24x36	\$31.50 per page



TERMS AND CONDITIONS

DCG/Watershed, Inc., a Washington State corporation (the "Company"), and the client ("Client") named on the scope of services document (the "Scope"), attached hereto as Exhibit A, enter into these Terms and Conditions (the "Agreement") for the project named on the Scope ("Project"), and agree as follows:

ARTICLE I – Work, Assumptions, and Deliverables. The Company's scope of services to be performed ("Work"), assumptions, and deliverables for the Project are specified in the Scope. Company shall perform its Work with the same degree of care and skill ordinarily used by members of the engineering and environmental services profession practicing under similar conditions at the same time and in the same locality of the Project. The Company shall perform its Work as expeditiously as is consistent with the applicable professional standard of care. Work identified in the Scope as future work, excluded from the Scope or Project, or performed by others is the responsibility of the Client. Unless specifically included within the Scope, managing work by others, including third-party consultants and contractors, is the responsibility of the Client. The Client may terminate the Work at any time by notifying the Company in writing. However, the Company is entitled to all fees and expenses consistent with this Agreement before notice of such termination, and Client agrees to promptly pay the Company for the Work, services, expenses, and disbursements of the Company through the date of termination, together with reasonable fees necessary to transfer or close Client's file.

ARTICLE II – Payment Conditions. The Company's charges and expenses are specified in the Scope. Hourly rates or time and material fees shall be billed at the rate schedule in effect at the time of invoicing. Fixed fees shall be billed incrementally during the period of performance and in full at the completion of all Work. All charges shall be deemed to include all taxes and all other charges levied by any government agency on the Company relating to the Work. All reimbursable expenses and subconsultant fees will be marked up at 10%. Unless otherwise specified, the frequency of invoicing shall be monthly. The Company agrees to provide such supporting documentation for each invoice as Client may reasonably require. Client shall pay each invoice properly submitted by the Company within 30 days of the date of invoice or as required by law. Client shall notify the Company of any disputed amount within fifteen (15) days from the date of invoice, provide reasons for the objection, and promptly pay the undisputed amount. Client shall pay an additional charge of one and one-half percent (1.5%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. Final payment shall be made upon completion and acceptance of the Work by Client. In the event of a sale of the Project, the Client will notify the Company of a new owner. If Client fails to provide such information, then the Client is responsible for all charges accrued past the Project sale date.

ARTICLE III – Notice to Proceed, Schedule, and Delays. The offer of this unsigned Agreement will be valid for a minimum of 30 days or the period stated in the Scope, whichever is greater. Unless otherwise specified by Client in writing, the notice to proceed shall be the date the Agreement is signed by the Client. If applicable, the Company will complete the Work in accordance with the schedule specified in the Scope ("Schedule"), except to the extent modified by Article IX herein. The Company shall notify Client immediately by telephone, e-mail, facsimile, or in writing of any event or condition impairing its ability to meet the Schedule, together with proposed revisions to the Schedule. If applicable, the Agreement end date shall be as specified on the Scope. The Company reserves the right to escalate total fee amounts for Work conducted on any Scope or Project extending 12 months beyond the original Schedule and/or for delays in the stated Project Schedule beyond the Company's control.

ARTICLE IV – Changes and Additional Compensation. Client, by written request, may propose changes in the Work including, but not limited to, increasing or decreasing the Work or directing acceleration in the performance of the Work and/or Schedule. Client and Company shall negotiate prior to the issuance of a Change Order the amount of any charge or Schedule change related to the Change Order, however, the Company has sole discretion to establish the charges due as a result of a Change Order.

Terms and Conditions

ARTICLE V - Insurance. The Company agrees that it now carries, and will continue to carry during the performance of this Agreement, the applicable insurance policies indicated below with limits not less than those specified. Any insurance on a "claims made" basis shall be maintained for at least one year after completion of the Work.

(1) General Liability	\$1,000,000 per occurrence
(2) Automobile Liability	\$ 1,000,000 per occurrence
(3) Umbrella Liability	\$ 5,000,000 per occurrence

ARTICLE VI – Limitation of Liability. The liability of the Company, including its employees, agents, and subcontractors, for Client's claims of loss, injury, death, damages, or expenses, including, without limitation, Client's claims of contribution and indemnification, express or implied, with respect to third party claims relating to services rendered or obligations imposed under this Agreement, shall not exceed in aggregate the total sum of \$50,000 or the Company's total fees received under the Agreement and/or Scope, whichever is less, for claims in which the Company has any legal liability.

ARTICLE VII - Disputes. After first attempting to resolve disputes through good faith negotiations, the parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Agreement. Jurisdiction and venue for any claim or dispute between the parties shall be either King or Island County Superior Court and any dispute shall be determined by immediate reference of the matter to mandatory arbitration as provided by RCW 7.06 et seq., the Superior Court Mandatory Arbitration Rules and the applicable Local Rules of the King or Island County Superior Court. The fact that the amount in controversy may exceed the maximum otherwise subject to arbitration will not divest the arbitrator of the power to hear and determine the issues and any such limitations are waived. Neither party shall have the right to trial de novo, and the parties agree that the arbitrator's decision will be final and binding.

ARTICLE VIII - Ownership of Documents, Patents, and Copyrights. All intellectual property developed in the performance of the Work, and all records relating to the Work, including, without limitation, all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents shall be deemed equal property of Company and the Client. The Company will retain possession of the originals and the Client shall have the right to obtain copies or reproduction at Client's cost. Client agrees that the Company will not have any liability to Client, or to any third party, for any revision or addition to, alteration, or deviation from Company's deliverables occurring subsequent to Company's completion of the Work under this Agreement or earlier termination of this Agreement, or for the use of Company's deliverables on a subsequent project by or on behalf of Client, and Client shall defend, indemnify, and hold the Company harmless from and against all liability, loss, damages, costs, and expenses, including reasonable attorneys' fees and disbursements, which the Company may at any time sustain or incur by reason of any such use, revision, addition, alteration, or deviation. Notwithstanding the transfer of ownership set forth above, the Company shall retain ownership rights to its standard, non-Project specific details, designs, and specifications.

ARTICLE IX – Force Majeure. Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not have reasonably been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, wars, riots, strikes, lockouts, and other industrial disturbances, unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services, court orders, acts of God, acts, orders, laws, or regulations of the government of the United States or any foreign country, or any governmental agency. Should such a Force Majeure occur, the parties shall negotiate in good faith to mutually agree on the terms and conditions upon which the Work may be continued.

ARTICLE X - Notices. Notices shall be deemed to have been sufficiently given if in writing and delivered either personally or by mail to the authorized representative of the other party; notices given by mail shall also be transmitted by facsimile or e-mail at the time of mailing. In the absence of specifically-designated authorized representatives, the signatories to this Agreement shall be authorized representatives. Each party shall have the sole responsibility to provide written notice of a change in its authorized representative.

Seattle	Mount Vernon	Whidbey	Federal Way	Spokane	Kirkland
9706 4th Ave NE, Ste 300 Seattle, WA 98115 Tel 206.520.2033-29	2210 Riverside Dr, Ste 110 Mount Vernon, WA 98273 Tel 360.899.1110	1796 E Main St, Ste 105 Freeland, WA 98249 Tel 360.331.4131	31620 23rd Ave S, Ste 307 Federal Way, WA 98003 Tel 253.237.7770	601 W Main Ave, Ste 617 Spokane, WA 99201 Tel 509.606.3600	750 6th St S Kirkland, WA 98033 Tel 425.822.5242

Terms and Conditions

ARTICLE XI - Integrated Writing. This Agreement, together with a Scope, constitutes the entire agreement between Client and the Company and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by the parties authorized representatives. There shall be no oral modification of this clause.

ARTICLE XII – Collections. In the event of legal action for invoice amounts not paid, attorneys’ fees, court costs, and other related expenses shall be paid by the prevailing party. A delay in payment may affect the Project Schedule; if invoices become delinquent beyond 60 days from the date due, the Company has the right to place a stop on all Work and/or hold deliverables associated with the Project until all outstanding invoices are paid in full. A retainer may be requested for future Work to bill against in the event of delinquent accounts up to the amount of the remaining fees listed in the Scope. The Client is hereby notified that the Company, by statute, has the right to place a lien on real property for services performed on and for the benefit of real property for nonpayment of fees within 90 days following work stoppage.

Seattle	Mount Vernon	Whidbey	Federal Way	Spokane	Kirkland
9706 4th Ave NE, Ste 300 Seattle, WA 98115 Tel 206.520.2023-29	2210 Riverside Dr, Ste 110 Mount Vernon, WA 98273 Tel 360.899.1110	1796 E Main St, Ste 105 Freeland, WA 98249 Tel 360.331.4131	31620 23rd Ave S, Ste 307 Federal Way, WA 98003 Tel 253.237.7770	601 W Main Ave, Ste 617 Spokane, WA 99201 Tel 509.606.3600	750 6 th St S Kirkland, WA 98033 Tel 425.822.5242



To: Langley City Council Members

From: Chris Carlson, City Councilmember Position 3

Date: 4/1/2024

Topic: Reaffirming Commitment to Dismantling Systemic Racism

Number of pages: 4

Introduction/Summary:

In July 2020 the City Council passed a resolution “Commitment to Dismantling Systemic Racism and Creating an Anti-Racist, Inclusive Community.” The resolution called for the creation of the Dismantling Systemic Racism (DSR) advisory commission. Over the 3 years that the DSR has existed (created by ordinance in 2021), the commission has led the city in taking meaningful steps toward the resolution’s goals:

- Assembled a six-week self-paced learning program designed to support City leaders in establishing a shared anti-racism understanding and vocabulary. This will help ensure informed discussion and decision-making regarding matters of systemic racism.
- Identified a DSR member to participate in the interviewing and selection of a new Police Chief. That member participated fully in the new Police Chief oral examination, including the development of the interview questions.
- Submitted an Advisory Memo recommending removal of the culturally appropriated "imitation totem poles" from downtown Langley and monitored progress and follow through on removal.
- In collaboration with the Planning Advisory Board (PAB), the DSR-AG drafted and proposed the addition of an Antiracism and Social Equity goal to the Comprehensive Plan. The goal was ratified by the City Council on April 5, 2021.
- Recommended a white nationalism presentation from Western States Center and antiracism training from local trainers for all elected officials and city staff. Approximately 140 elected officials, City staff, and concerned citizens participated in the Western States Center training.
- Recommended Juneteenth and Indigenous day be added to city holidays.
- Finalized an incident report form for the City of Langley and recommended processes for submission.
- Recommended the Gaza ceasefire resolution.

At the 3/11 Special City Council Meeting, the council passed a motion to reaffirm the declaration of a climate emergency.

At the 3/13 DSR meeting, DSR commissioners expressed a desire for the new City Council to similarly reaffirm its commitment to dismantling systemic racism. Oppression, systemic racism and bias are still deeply rooted in our community, society, and world-at-large. Renewing our commitment to creating an anti-racist and inclusive community helps to ensure we do not waiver in our resolve to put our values into action to realize that vision.

Council Action Request:

As of January 2024, our Council membership has changed, therefore it is necessary for this current Council to reaffirm the City's commitment to dismantling systemic racism or decide on a different action.

Timeline for Action:

City Council decision tonight on how to move forward.

Financial Implications:

Financial implications and staff time will depend on whether the City Council decides to make changes to the resolution, or leave as is.

- Legal fees associated with review of any draft resolutions or code changes.
- Code Publishing fees to post any changes to the Langley Municipal Code.

Options for Action:

Council can decide to either:

- 1) Pass a motion to reaffirm the 2020 resolution "Commitment to Dismantling Systemic Racism and Creating an Anti-Racist, Inclusive Community" (see attachment) as is, with no changes.
- 2) Pass a motion to referring changes to the resolution back to the DSR commission for review and recommendation back to the City Council.
- 3) Take no action and leave the existing resolution in place.

List all Attachments:

2020 resolution "Commitment to Dismantling Systemic Racism and Creating an Anti-Racist, Inclusive Community"

Langley City Council Resolution
Commitment to Dismantling Systemic Racism
and Creating an Anti-Racist, Inclusive Community

WHEREAS, the founding documents of the newly created American government asserted the radical and hopeful claim that "all people are created equal"; and

WHEREAS, the reality from the outset is that these same documents protected and preserved slavery and the entrenched racism that condoned and supported it; and

WHEREAS, racism from its inception underpinned the nation's social, political, and economic systems; and

WHEREAS, racism in the judicial system ignored and made a mockery of the guaranteed rights of due process and due protection for Black, Indigenous and People of Color (BIPOC) under the 14th amendment*; and

WHEREAS, historically sanctioned federal, state and local systems of racism have caused untold injustice, abuse, bias, inequity, and compromised safety of Black, Indigenous, and People of Color (BIPOC), and the mentally ill, disabled, and LGBTQ+ residents; and

WHEREAS, the land the City of Langley is sited on the original homeland and traditional territory of indigenous tribal peoples, including the Tulalip, Coast Salish, and Snohomish tribes; and

WHEREAS, the City of Langley is a municipal entity governed by residents who have largely not experienced systemic racism, injustice, abuse, bias, inequity, and compromised safety; and

WHEREAS, the Langley City Council and Mayor see and acknowledge that Black, Indigenous, and People of Color, mentally ill, disabled, and LGBTQ+ experience ongoing injustice, abuse, bias, inequity, and compromised safety ; and

WHEREAS, the Langley City Council and Mayor acknowledge that its systems, policies, contracting, and public safety infrastructure could unknowingly contribute to the systemic racism, injustice, abuse, bias, inequity, and compromised safety experienced by Black, Indigenous, and People of Color, mentally ill, disabled, and LGBTQ+ ; and

THEREFORE, the Langley City Council and Mayor condemn injustice, abuse, bias, inequity, and compromised safety in all of its forms, and apologizes to Black, Indigenous, and People of Color, mentally ill, disabled, and LGBTQ+ for its past complicity; and

THEREFORE, the Langley City Council and Mayor recognize the need for an in-depth examination of policies and practices that cause systemic racism, injustice, abuse, bias, inequity, and compromised safety

DRAFTED BY LANGLEY CITY COUNCIL MEMBERS CRAIG CYR
CHRISTY KORROW, AND BIPOC RESIDENTS ON SOUTH WHIDBEY
Passed by Langley City Council – July 6th, 2020

THEREFORE, the Langley City Council and Mayor will convene a multi-racial, intersectional, anti-racist working group for the purpose of hearing the voices of community members impacted by policies and practices that contribute to systemic racism, injustice, abuse, bias, inequity, and compromised safety in the City of Langley; and

THEREFORE, the City of Langley will convene a series of public educational workshops for the benefit of City Council members, the Mayor, staff, volunteers, and other interested residents. These workshops will be facilitated by skilled professional BIPOC and will focus on educating on all aspects of systemic racism including microaggressions, racial inequity, and inequality with the primary goal that residents who identify as white will recognize their lived privilege and responsibility to make systemic change; and

THEREFORE, each department within the City of Langley shall scrutinize all internal systems, processes, documents, records, practices, patterns, etc. that contribute to systemic racism, injustice, abuse, bias, inequity, and compromised safety in all its forms; and

THEREFORE, specifically, the City of Langley shall scrutinize in detail its public safety program, including the Langley Police Department, so as to understand the public safety needs of its Black, Indigenous, and People of Color, mentally ill, disabled, and LGBTQ+ and how best to meet those needs; and

THEREFORE, the City of Langley will engage and inform local schools, arts organizations, the business community, non-profits, social justice organizations, churches, and other civic institutions on Whidbey Island of the City of Langley's intent to dismantle systemic racism and invite them to join in this effort; and

THEREFORE, the City of Langley will endeavor to support Black, Indigenous, and People of Color, mentally ill, disabled, and LGBTQ+ impacted by systemic racism, injustice, abuse, bias, inequity, and compromised safety; and

THEREFORE, the Langley City Council and Mayor declare their intent to repair damage caused by discrimination and racism and transform the City of Langley into an anti-racist, multi-cultural, inclusive community, that is a place that celebrates diversity, affirms the humanity of all people, addresses historic inequity, and enables everyone to thrive.

*Fourteenth Amendment: All persons born or naturalized in the United States and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

DRAFTED BY LANGLEY CITY COUNCIL MEMBERS CRAIG CYR
CHRISTY KORROW, AND BIPOC RESIDENTS ON SOUTH WHIDBEY
Passed by Langley City Council – July 6th, 2020



To: Langley City Council Members

From: Chris Carlson, City Councilmember Position 3

Date: 4/1/2024

Topic: Removing Residency Requirement for DSR Commissioners

Number of pages: 2

Introduction/Summary:

The Dismantling Systemic Racism advisory commission is experiencing challenges in finding black, indigenous, and people of color (BIPOC) members given the current residency requirements contained in [LMC 2.64.030](#):

- A. The DSR-AG shall consist of a minimum of five and a maximum of nine members appointed by council.
- B. The DSR-AG shall consist of at least 50 percent of people who identify as black, indigenous, or persons of color.
- C. Each member shall serve a term of three years.
- D. Two voting members must reside within the city limits of Langley or work within the city limits of Langley. The balance of the membership may reside outside the city limits but in the South Whidbey School District geographic area. This exception to a majority residency requirement is permitted due to the lack of ethnic diversity of Langley residents. (Ord. 1086 § 1 (Exh. A), 2021)

The lack of diversity in Langley is also present in the broader South Whidbey School District geographic area. However, there are BIPOC people who are not residents of South Whidbey yet have either work or family connections to the island who have expressed interest in volunteering for the DSR.

To fulfill the City's vision of creating an inclusive and anti-racist community, we need a strong DSR commission that can give us critical input from diverse perspectives. It is clear that our residency requirement is preventing the City from sustainably maintaining diverse membership on DSR so that it can continue filling its important role for the city.

Council Action Request:

Discuss next steps to expeditiously address the DSR's issue of maintaining full and diverse membership.

Timeline for Action:

The DSR currently has its minimum number of members at 5, with one member planning to step away after their June meeting. The City Council should take appropriate steps to address the issue before by May so that there's time to find additional volunteers prior to the June DSR meeting.

Options for Action:

Council can decide to either:

- Revise LMC 2.64.030
 - Remove item D entirely (residency requirements)
 - Revise item D to adjust residency requirements
- Revise [LMC 2.34.030](#) to give the City Council discretion to approve members to commissions regardless of residency requirements at Council's discretion.
- Leave residency requirements as is and pursue other means of finding local BIPOC volunteers.



To: Langley City Council Members

From: ___Rhonda Salerno, Position 2___

Date: __1 April 2024_____

Topic: _State of Langley's Environment __**Number of pages** (including this one): _1_

Introduction/Summary:

In conducting research regarding our City, I have become aware of some important data regarding Langley that should inform City Council members as we go forward with making decisions that impact Langley's natural environment. I wish to share particular maps and information for your consideration.

Council Action Request:

No request for action, except to utilize the information presented here as we make future decisions regarding our City.