



CITY COUNCIL REGULAR MEETING

Monday, September 09, 2024 at 7:00 PM

City Hall

AGENDA

1. Call to Order

2. Flag Salute

3. Roll Call

4. Presentation

- A. Community Center Board Member Confirmation for Eva White
- B. Police Department Update
- C. South County Regional Transfer Station - Construction Update

5. Approval of Agenda

6. Consent Agenda

A. Minutes

B. Audit of Reports

1. Claims #1374 - #1402 = \$

September 9, 2024

2. Payroll #1373 - #1373 = \$115,452.40

August 30, 2024

VOID

7. Reports

8. Audience Participation

The City Council encourages public participation during meetings of the City Council and welcomes your comments. This time is set-aside for you to speak to the City Council on any issue. The Council ordinarily takes non-agenda matters under advisement before taking action. You are also invited to comment on action items as they are considered during the meeting. Individual speakers will be limited to three (3) minutes each in addressing the City Council. When addressing the Council, please speak clearly and audibly and state your name and address for the record.

9. Discussion

[A.](#) Department of Ecology's Water Quality Combined Funding Program

[B.](#) Second 2024 Budget Amendment

[C.](#) Streetlight Standards

10. New Business

11. Old Business

12. Ordinances & Resolution

[A.](#) Resolution 1284-24, Surplus Vector Truck

13. Next Workshop

14. Adjournment



CITY COUNCIL WORKSHOP MEETING

Monday, August 26, 2024 at 6:00 PM

City Hall

MINUTES

1. Call to Order

Mayor Pro Tem Tim Fairley called the meeting to order at 6:00 PM

2. Roll Call

PRESENT

- Council Member Gordon Cook
- Mayor Pro Tem Timothy Fairley
- Council Member Lynda Osborn
- Council Member William Thomas
- Council Member David White

City Staff Members Present: City Administrator, Jessica Griess, Chief Schrimpscher, City Clerk, Dana Parker

3. Approval of Agenda

Motion made by Council Member Cook to approve the agenda, Seconded by Council Member Thomas. Voting Yea: Council Member Cook, Mayor Pro Tem Fairley, Council Member Osborn, Council Member Thomas, Council Member White

4. Presentations

5. Discussion

A. Algona Day 2024 Debrief

City Administrator, Jessica Griess discussed Algona Days with the Council. She went over the activities and bands. Positive feedback from the council included that this was the first year with the Algona Day Committee and it was a huge success. They would like to see the same members on the committee again next year. The layout was good and the vendors thought it was a success. The parade was well organized and the best that they had seen. The music could have been louder. Everyone seemed to have a good time. Had one complaint over a driveway being blocked. Overall it was a huge success.

B. Budget Retreat Follow-Up

City Administrator, Jessica Griess updated the council on their priorities

On the Storm System upgrades. She met with Dean and determined that the top priorities were grates that go over the inlets to stop branches and debris from entering, and form plate catch basins. I am reaching out for quotes.

On the Graffiti and Code Enforcement I have sent an e-mail to the Public Works Director in Pacific and have not heard back yet. On the code enforcement I have sent our a Standard Operating Prodecure to the public works crew . Two will take the north end of town and two will take the south end of town. They will be working on the education phase of code enforcement. They will let Dean know and if they don't meet the requirements then Dean will start the code enforcement process. We will give the plan a month to see how it works. On the financiial system and channel 21 I have not been able to research it yet.

Sidewalks in front of Machett park. Dean is working on a short term solution until a permanent solution is found. Park bathroom upgrades. I will need help with that as I don't know where to start or what you are looking to do. On the Playground Upgrades, I have reached out for an updated quote.

Streetlights. We should have a quote next week to present at the next meeting.

6. Audience Participation

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7. Adjournment

Mayor Pro Tem Tim Fairley adjourned the meeting at 6:26 PM

ATTEST:

Dana Parker – City Clerk

Tim Fairley – Mayor Pro Tem



CITY COUNCIL REGULAR MEETING

Monday, August 26, 2024 at 7:00 PM

City Hall

MINUTES

1. Call to Order

Mayor Linnell called the meeting to order at 7:00 PM

2. Flag Salute

3. Roll Call

PRESENT

- Mayor Troy Linnell
- Council Member Gordon Cook
- Council Member Timothy Fairley
- Council Member Lynda Osborn
- Council Member William Thomas
- Council Member David White

City Staff Present: City Administrator, Jessica Griess, Chief Schrimpscher, City Clerk, Dana Parker, Public Works Supervisor, Dean Wenner

4. Presentation

5. Approval of Agenda

Motion made by Council Member Fairley to approve the agenda, Seconded by Council Member Osborn.

Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

6. Consent Agenda

A. Minutes

Motion made by Council Member Cook to approve the August 12, 2024 minutes, Seconded by Council Member Fairley. Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

B. Audit of Reports

1. Claims #1350 - #1372 = \$140,050.08

August 26, 2024

2. Payroll # - # = \$ 88,224.55

August 16, 2024

VOID #

7. Reports

Council Member White - I attended the Cities and School meeting. They talked about the opioid/fentanyl crises. The Superintendent of Auburn schools talked about a levy sheet that was going out and ALPAC Elementary was on the list to be replaced as it is 50 years old.

Council Member Cook - None

Council Member Fairley - I attended Algona Days. Everyone had a good time. The Algona Day Committee and Police Department did a great job.

Council Member Osborn - None

Council Member Thomas - West Valley Hwy has been closed for quite a while. Can we tighten the screws on them to get the work done and it opened up again. I would like to see them manning the lights so people don't have to wait long periods of time. The new website looks good and is easy to move around in. I attended a VRFA meeting a couple of weeks ago. One of the things they talked about was hiring a project manager instead of consultants. It will be less expensive and has term limits.

Public Works Supervisor, Dean Wenner - The Wetland project is moving along, The Ellingson Road project is due to start soon. We issued the permit for the new hotel that is going up on West Valley Hwy.

Chief Schrimsher - We will be welcoming our new officer Sarah Ly tomorrow. She is scheduled to begin the academy training around the first of October. Office Manager Cari Sanford who is currently on family medical leave after the birth of her child is scheduled to resume her duties on October 1st. As of today we have responded to 585 calls for service this month. The A-Team handled 64 calls for service for the City of Pacific while the City of Pacific assisted us with 24 calls for service. We conducted 411 traffic stops leading to the issuance of 298 infractions, 26 criminal traffic violations and 118 written warnings. Our crime rate is down 16% from last year. I have been working with an outside vendor to migrate the City over to Office 365. Lastly, I would like to express my gratitude to everyone in the city for contributing to the success of Algona Day. Despite the challenging weather conditions the communities unwavering support and collective effort made the event a great success.

City Administrator, Jessica Griess, - Thank you Gary for all your work setting up the Algona Day Event. Also thank you to Public Works and the Police Department for all of your support. The new website is up. If you are having problem navigating the site clear your cache. Ellingson Overlay. There will be one lane closure until the project is complete. The

Voyant Alert is scheduled for tomorrow morning. On the Wetland Preserve the blackberry grubbing is nearly done. The plants will be delivered next week.

Mayor Linnell - Thank you Jessica for all of her hard work on Algona Day. We held a staff lunch today for the staff. Over the last eighteen months we have initiated numerous maintenance projects that have been neglected for years and have established a regular maintenance schedule. These projects involve cleaning our storm water and sewer systems and addressing the north end of the 167 ditch. Public Works will be responsible for cleaning the south end of the 167 ditch this fall. Additionally there have been noticeable improvements in code enforcement with multiple residents collaborating with the city to improve the cleanliness of their properties. We are currently facing a situation where individuals reside full-time in recreational vehicles, which does not comply with our Municipal Code 22.48.080. We require your assistance in addressing this matter. The code explicitly prohibits the use of recreational vehicles as permanent residences, limits occupancy to 72 hours and regulates the connection to public utilities and the addition of external structures without prior approval. We seek your support to facilitate the transition of individuals from RVs to Accessory Dwelling Units (ADUs) or tiny homes within the following year. Your collaboration in this endeavor will have a positive impact on our community. We sincerely appreciate your cooperation and support in this critical matter. I have been working with the owner's group of Cherry Park to develop a plan for the city to take over the storm system and park. I will meet with the City attorney in the first week of September to discuss the next steps. On the North End Flooding. After my initial letter to the Mayor of Auburn, I finally heard back from her at the end of June. She responded that she would give me an update by the end of July. I have not heard back from her. I am working with WSDOT and a business in Auburn trying to devise a plan to get Auburn to clear their part of the 167 ditch. Construction on the Interurban Trail between 5th Ave. S and 1st Ave. N will begin on September 3rd and be completed on September 24th. A big thank you to everyone who works in the city for the great job on this years Algona Day event. I had nothing but great comments from vendors and citizens attending our function.

8. Audience Participation

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9. Discussion

A. Ordinance 1238-24, Speed Limits

Chief Schrimpscher went over ordinance 1238-24 Reducing Speed Limits. The pricing for new speed limit signs would be \$35.00 - \$62.00 per sign depending on the size. Chief suggested 4 signs per street. It would be approximately \$2000.00 for the signage.

B. Resolution 1284-24, Surplus Vector Truck

City Administrator, Jessica Griess went over Resolution 1284-24 Surplus Vactor Truck. The Vactor Truck is inoperable at times and is having an impact on city operations. Using the funds from the sales of the Vactor Truck to purchase a new Vactor Trailer is a better solution.

C. Department of Ecology's Water Quality Combined Funding Program

City Administrator, Jessica Griess discussed Resolution 1285-24, Dept. of Ecology Water Quality Combined Funding Program Agreement. This will ensure further compliance with our NPDES permit. It will require more street sweeping to be completed throughout the year.

10. New Business

11. Old Business

12. Ordinances & Resolution

A. Ordinance 1237-24, New E-Bike Regulations Chapter

Motion made by Council Member Thomas to approve E-Bike Ordinance 1237-24, Seconded by Council Member Cook. Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

13. Next Workshop

Budget Retreat

Waste Management West Valley Project Update.

14. Adjournment

Mayor Linnell adjourned the meeting at 7:28 PM

ATTEST:

Dana Parker – City Clerk

Troy Linnell – Mayor



CITY COUNCIL SPECIAL MEETING

Thursday, September 05, 2024 at 5:30 PM

City Hall

MINUTES

1. Call to Order

Mayor Linnell called the meeting to order at 5:30 PM

2. Flag Salute

3. Roll Call

PRESENT

Mayor Troy Linnell

Council Member Gordon Cook

Council Member Timothy Fairley

Council Member Lynda Osborn

Council Member William Thomas

Council Member David White

City Staff Present: Dana Parker, City Clerk, Dean Wenner, Public Works Supervisor

4. Approval of Agenda

Motion made by Council Member Fairley to approve the agenda, Seconded by Council Member Thomas. Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

5. Audience Participation

The City Council encourages public participation during meetings of the City Council and welcomes your comments. This time is set-aside for you to speak to the City Council on any issue. The Council ordinarily takes non-agenda matters under advisement before taking action. You are also invited to comment on action items as they are considered during the meeting. Individual speakers will be limited to three (3) minutes each in addressing the City Council. When addressing the Council, please speak clearly and audibly and state your name and address for the record.

6. Discussion

7. New Business

A. Sister City Agreement with the City of Kostopil in Ukraine

Motion made by Council Member Fairley to authorize the Mayor to sign the Sister City Agreement with the City of Kostopil in Ukraine, Seconded by Council Member

White. Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

8. Adjournment

Mayor Linnell adjourned the meeting at 5:45 PM

ATTEST:

Dana Parker – City Clerk

Troy Linnell – Mayor



CITY COUNCIL

AGENDA BILL # AB24-0139

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Resolution 1285-24, Dept. of Ecology Water Quality Combined Funding Program Agreement	Agenda Date: September 9th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator	X	X
	City Attorney		
	City Clerk		
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Police Dept			
Finance Committee			
Planning Commission			
Civil Service Committee			

Staff Contact: Jessica Griess, City Administrator
Attachments: Resolution 1285-24

SUMMARY STATEMENT:
 “Our Water Quality Combined Funding Program is an integrated funding program for projects that improve and protect water quality throughout the state. The program combines grants and loans from state and federal funding sources (described on the Water Quality Grants and Loans home page). We also provide technical assistance to program applicants to help them navigate this process.”
 - Department of Ecology Website

Staff has engaged Gray and Osborn to create an Enhanced Maintenance Plan for our Stormwater Operations to ensure further compliance with our NPDES permit. This new permit requires more street sweeping to be completed throughout the year. Ecology’s funding supports \$20,443 of the \$23,340 for Gray & Osborn’s work on the plan. This plan will also be used in a grant application this fall for renting a street sweeper for the next 5 years.

COMMITTEE REVIEW AND RECOMMENDATION:
RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

Applicant	Application Number	Project Title	Score	Rank	Project Category	CWSRF Standard Loan	CWSRF FP Loan	Loan Term	Loan Interest	SFAP Grant	Centennial Grant	Section 319 Grant	Total Funding
of	CiAiHe-00049	Connection and Septic Systems Elimination Projects		PL	Facility-SCPPL	8							8
Airway Heights city of	WQC-2024-CiAiHe-00072	Water Reuse System and Storage Expansion	SCPPL	SCPPL	Wastewater Facility-SCPPL	\$4,403,000	\$0	20	1.2%	\$0	\$0	\$0	\$4,403,000
Airway Heights city of	WQC-2024-CiAiHe-00121	Water Reclamation Facility Improvements (Membranes & SCADA)	SCPPL	SCPPL	Wastewater Facility-SCPPL	\$1,512,900	\$0	20	1.2%	\$0	\$0	\$0	\$1,512,900
Algona city of - Public Works	WQC-2025-AlgoPW-00002	Algona Enhanced Maintenance Plan	704.5	106	Stormwater Activity	\$0	\$0			\$20,443	\$0	\$0	\$20,443
Bainbridge Island city of	WQC-2025-BainIs-00169	Wastewater Treatment Plant Outfall Extension	823.5	32	Wastewater Facility	\$742,586	\$0	20	1.2%	\$0	\$0	\$0	\$742,586
Bellevue city of	WQC-2025-Bellev-00155	Kelsey Creek Strategic Stormwater Retrofit Planning	667.5	119	Stormwater Facility	\$0	\$0			\$397,601	\$0	\$0	\$397,601
Bremerton city of - Public Works and Utilities	WQC-2025-BremPW-00030	Francis Street Outfall Stormwater Treatment	777.0	66	Stormwater Facility	\$0	\$0			\$1,390,722	\$0	\$0	\$1,390,722



July 10, 2024

Ms. Jessica Griess
City Administrator
City of Algona
200 Washington Boulevard
Algona, Washington 98001

**SUBJECT: CONTRACT FOR ENHANCED MAINTENANCE PLAN
CITY OF ALGONA, KING COUNTY, WASHINGTON
G&O #OH234.41**

Dear Ms. Griess:

Please find attached our Contract for providing assistance with preparing an Enhanced Maintenance Plan, which provides the preparation for applying for a Street Sweeper Grant this fall.

We are requesting a Contract in the amount of \$23,340 to complete the services. The Tasks to complete these services are outlined in our Scope of Work which is presented in Exhibit A, whereas our Cost Proposal is provided in Exhibit B.

Please contact me if you wish to discuss this Proposal or if you require additional information. If you would like us to proceed with this work, please sign where indicated on the following page and return the signed page to us. Thank you for the opportunity to provide these Engineering Services to the City. We look forward to continuing to work with you.

Sincerely,

GRAY & OSBORNE, INC.

Stacey A. Clear, P.E.

SAC/sr
Encl.



Ms. Jessica Griess
July 10, 2024
Page 2

CITY OF ALGONA – CONTRACT FOR ENHANCED MAINTENANCE PLAN

I hereby authorize Gray & Osborne, Inc., to proceed with the Enhanced Maintenance Plan assistance as described herein under the terms and conditions of our current General Services Agreement, and for a cost not to exceed of \$23,340 without written authorization by the City.

Name (Print)

Title

Signature

Date

EXHIBIT A
SCOPE OF WORK
CITY OF ALGONA
ENHANCED MAINTENANCE PLAN

PROJECT UNDERSTANDING

The City of Algona is interested in a future street sweeper. In order to obtain funding from the Washington State Department of Ecology (Ecology) for this equipment, Ecology requires an Enhanced Maintenance Plan (EMP). This Plan is intended to show how the City’s current operations relate to the stormwater system today and how the addition of a street sweeper will improve operations and water quality-related efforts in the future. These preliminary efforts are funded by an Ecology Stormwater Financial Assistance Program Grant. Gray & Osborne will assist the City of Algona with the compilation of the EMP. More specifically, the work will include the following.

Task 1 – Project Management and Oversight

- Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.
- A. Provide overall project management and oversight services, to include the following.
 - 1. Manage Gray & Osborne staff assigned to the project.
 - 2. Manage and control project budget and schedule.
 - 3. Manage and provide monthly Progress Reports and invoices.

Task 2 – Prepare Enhanced Maintenance Plan

- Objective: Prepare an EMP to meet Ecology guidelines. Submit the EMP to Ecology to obtain approval of the Plan. The Plan is to include the following items.
- A. Introduction: Describe the City’s current stormwater service area and receiving waters, provide an overview of the current Stormwater Plan and its context within the City’s larger Water Quality Program, and describe the increase in the benefits expected to be achieved, along with the water quality goals to be obtained by implementing the Plan.
 - B. Pre-Project (Baseline) Program: Describe the City’s current stormwater maintenance activities which may include the following.
 - 1. Geographic service area.
 - 2. Frequency of stormwater maintenance activity.
 - 3. Special event (community and/or weather) or spill capabilities.

4. Methods and tools used for tracking maintenance activities.
 5. Management and disposal of decant solids and liquids.
 6. Methods for load testing for hazardous substances, including frequency, sampling methods, and testing protocols.
 7. Facilities and equipment used to implement current program.
 8. Who currently implements each program element.
 9. Describe the methodology used to calculate the water quality benefits of the current program.
 10. Discuss short- and long-term costs of operating the current program.
- C. Post Project Program: Describe the specific changes that will be made to the Baseline Program to include the following.
1. Discussion of any additional equipment or facilities required to implement the program.
 2. Establish standards and goals that relate to improvements in water quality.
 3. Estimate the water quality benefits.
 4. Develop short- and long-term costs of operating the proposed program.
 5. Develop evaluation and adaptive management procedures.

Task 3 – Coordination Meetings

Objective: Attend coordination meetings with the City during the development of the EMP. This Scope assumes up to two remote meetings.

Task 4 – Quality Assurance/Quality Control

Objective: Oversee one in-house, quality assurance/quality control meeting at Gray & Osborne’s office during the course of the Plan. The meetings will include design team members and selected senior staff. Ensure incorporation of relevant recommendations and suggestions into the EMP resulting from quality assurance/quality control reviews.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the developing the Plan and during the course of the process, as applicable, the Engineer will deliver to the City the following documents.

1. One electronic copy of the Enhanced Maintenance Plan in pdf format.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This Scope of Work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned Tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the Contract price.

1. This Scope of Work assumes that the City will provide overall coordination and approval of the project, including timely (1 week) review of all submittals.
2. This Scope of Work assumes that the City will provide Gray & Osborne with relevant information with regard to their stormwater system and operations.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Algona - Enhanced Maintenance Plan

Tasks	Project Manager Hours	Engineer-In- Training Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours
1 Project Management	12		
2 Prepare Enhanced Maintenance Plan	4	80	12
3 Coordination Meetings	12	12	
4 Quality Assurance/Quality Control	8	4	
Hour Estimate:	36	96	12
Fully Burdened Billing Rate Range:*	\$140 to \$245	\$100 to \$180	\$65 to \$175
Estimated Fully Burdened Billing Rate:*	\$225	\$140	\$150
Fully Burdened Labor Cost:	\$8,100	\$13,440	\$1,800

Total Fully Burdened Labor Cost: \$ 23,340

TOTAL ESTIMATED COST: \$ 23,340

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



WQC-2025-AlgoPW-00002

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Algona – Public Works

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and the City of Algona – Public Works hereinafter referred to as the "RECIPIENT" to carry out with the provided funds, the activities described herein.

GENERAL INFORMATION

Project Title: Algona Enhanced Maintenance Plan

Table with 2 columns: Field Name and Value. Fields include Total Cost, Total Eligible Cost, Ecology Share, Recipient Share, Effective Date, Expiration Date, and Project Type.

Project Short Description: (500 character limit, includes spaces)

The RECIPIENT will develop an Enhanced Maintenance Plan (EMP) for the City of Algona, which will identify activities necessary to enhance the current maintenance and street sweeping program.

Project Long Description: (4,000 character limit, includes spaces)

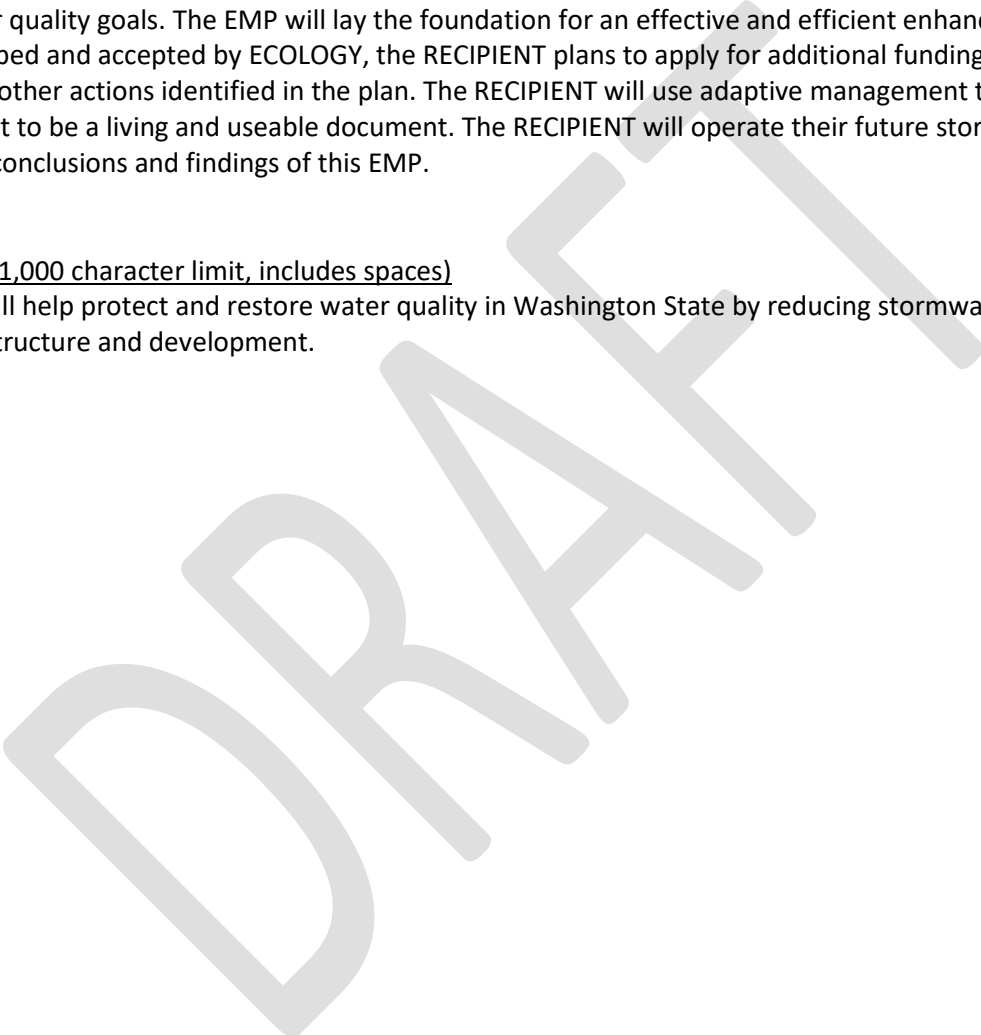
The City of Algona is located in south King County and has a population of roughly 3,290. Much of the city is low density residential, but the City also supports a significant area zoned for heavy commercial and light industrial use.

The RECIPIENT recognizes that stormwater collects pollutants, including Total Suspended Solids (TSS), heavy metals, oils, nutrients and hydrocarbons, as it flows over urban areas and in to natural water bodies. The RECIPIENT currently has a limited street sweeping program to help address this problem. The RECIPIENT contracts with the neighboring City of Auburn to sweep all curbed streets once a year. However, due to the size and development level of the City of Algona, many streets are uncurbed, which leaves pollutants to accumulate in those areas without treatment.

To improve water quality downstream of the City of Algona, the RECIPIENT will address stormwater quality by developing an Enhanced Maintenance Plan (EMP). To develop the EMP, the RECIPIENT will examine the existing maintenance program, establish quantifiable benchmarks and monitoring, and develop a plan to enhance the existing program. The EMP will evaluate the potential water quality benefit that a RECIPIENT-owned street sweeper would provide. The EMP will assess current maintenance operations, estimate the benefits of enhanced maintenance, and propose water quality goals. The EMP will lay the foundation for an effective and efficient enhanced program. Once the EMP is developed and accepted by ECOLOGY, the RECIPIENT plans to apply for additional funding to purchase a sweeper or implement other actions identified in the plan. The RECIPIENT will use adaptive management to update the EMP as necessary for it to be a living and useable document. The RECIPIENT will operate their future stormwater maintenance based on the conclusions and findings of this EMP.

Overall Goal: (1,000 character limit, includes spaces)

This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.



RECIPIENT INFORMATION

Organization Name: City of Algona – Public Works

Mailing Address: 200 Washington Blvd.
Algona, Washington 98001

Physical Address: 200 Washington Blvd.
Algona, Washington 98001

Organization Email:

Contacts

Project Manager	[Name] [Title] [Address] [City, State Zip] Email: Phone:
Authorized Signatory	[Name] [Title] [Address] [City, State Zip] Email: Phone:
Billing Contact	[Name] [Title] [Address] [City, State Zip] Email: Phone:

ECOLOGY INFORMATION

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

Physical Address: Department of Ecology
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Julia Stinson Ebert [Address] [City, State Zip] Email: Phone:
Financial Manager	Xavier Gilbert [Address] [City, State Zip] Email: Phone:
Technical Advisor	Doug Howie [Address] [City, State Zip] Email: Phone:

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

Washington State Department of Ecology

Recipient Name

Vincent McGowan Date
Water Quality
Program Manager

SIGNATORY NAME Date
TITLE

Additional City/County Signatories Date
Email Address:

SCOPE OF WORK

Task Number: 1

Task Cost:

Task Title: Grant and Loan Administration

Task Description:

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

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

Grant and Loan Administration Deliverables

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

SCOPE OF WORK

Task Number: 2

Task Cost:

Task Title: Enhanced Maintenance Plan

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will develop and submit a draft and final Enhanced Maintenance Plan (EMP), including an alternatives analysis for ECOLOGY review and comment. Allow 45 calendar days for ECOLOGY review. At a minimum, this plan shall include the following elements:
 - 1. Introduction/Overview
 - a. Assessment of waterbodies that receive water from the RECIPIENT’s MS4. Include information such as pollutants of concern, TMDLs, beneficial uses, etc. Estimate the amount of pollutants contributed to the system by the RECIPIENT’s MS4 and water quality improvement goals for each waterbody.
 - b. Explain why the RECIPIENT is choosing to explore enhanced maintenance as a strategy for pollutant reduction, as opposed to other means of improving water quality.
 - c. Summarize the differences between the current program and the RECIPIENT’s enhanced program.
 - 2. Current Program Description
 - a. Current program priorities, goals, and how the RECIPIENT determines where to employ existing maintenance resources.
 - b. Estimate of the total cost to implement the existing program. Include labor, training, disposal, equipment maintenance and replacement costs. Note if any costs are currently unfunded.
 - c. Any formal/informal method used to determine if the program is meeting the goals described above. If the program is routinely assessed by the RECIPIENT, describe how changes are made to the program.
 - d. Current program implementation. Include location and frequency of current pollutant removal and source control efforts, staff training, equipment maintenance, material disposal process, data collection and tracking methods. Quantify the equipment needed to implement the current program.
 - e. Estimate of the water quality benefits the current program provides. Show the method used to arrive at this estimate. If insufficient data exists to provide an estimate, identify and describe these gaps.
 - f. Description of how data is collected and used in the current program. If data isn’t collected, identify this gap.
 - 3. Future Program Description
 - a. Describe the methodology for an alternatives analysis, including:
 - i. The priorities/goals of the enhanced maintenance program.
 - ii. A brief description of the alternatives being considered.
 - iii. The criteria used to evaluate alternatives including cost and water quality benefit.
 - b. Perform the alternatives analysis. Identify the preferred enhancement alternative(s) and justify selection.
 - i. Estimate the water quality benefits and show the method used to arrive at this estimate.
 - ii. Cost estimates should include labor, training, disposal, equipment acquisition, maintenance and replacement costs, and facility improvements. If the program proposes to purchase equipment, analyze rent or lease versus purchase alternatives to determine the most economical approach.

- c. Describe the program’s implementation. Identify equipment and facilities needed to realize the program. Include location and frequency of enhanced maintenance efforts, data collection and analysis methods.
- d. Explain how frequently the program will be assessed, and the process for adaptive management of the program to ensure the goals are achieved. Include data collection and how it will measure the enhanced program’s effectiveness. Adaptive management should include a description of how data will be incorporated into EMP updates.

B. The RECIPIENT will respond to ECOLOGY comments on the draft EMP.

Task Goal Statement:

The RECIPIENT will complete the Enhanced Maintenance Plan and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

Identification of the best alternative for optimizing street sweeping and removing TSS, heavy metals, nutrients, oils and hydrocarbons from roadways.

Enhanced Maintenance Plan Deliverables

Number	Description	Due Date
2.1	Signed and dated consultant contract, if procuring services for Enhanced Maintenance Plan development. The contract must include ECOLOGY’s standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
2.2	Draft Enhanced Maintenance Plan. Upload to EAGL and notify ECOLOGY.	
2.3	Responses to ECOLOGY Enhanced Maintenance Plan comments. Upload to EAGL and notify ECOLOGY.	
2.4	ECOLOGY Enhanced Maintenance Plan Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
2.5	Final Enhanced Maintenance Plan. Upload to EAGL and notify ECOLOGY.	
2.6	Waste disposal agreements. If applicable, upload copies of waste disposal contracts or agreements to EAGL.	

SCOPE OF WORK

Task Number: 3

Task Cost:

Task Title: Project Close Out

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.
- B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

Timely and complete submittal of Recipient Closeout Report and Outcomes Summary.

Project Closeout Deliverables

Number	Description	Due Date
3.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

BUDGET (EAGL WILL GENERATE THIS SECTION BASED ON PROJECT TYPE/PARAMETERS, ETC. IT MIGHT BE HELPFUL FOR THE RECIPIENT TO USE THE BUDGET TABLE TO PLAN OUT THEIR BUDGET).

Funding Distribution

Funding Title: SFAP
 Funding Type: Grant
 Funding Effective Date: 07/01/2024
 Funding Expiration Date: 07/01/2027
 Funding Source: State – Stormwater Financial Assistance Program

Recipient Match %: 15%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Indirect Rate: 30%

Stormwater Financial Assistance Program	Task Total	Recipient Amount	ECY Amount
1. Grant and Loan Administration			
2. Enhanced Maintenance Plan			
3. Regenerative Air Sweeper Purchase			
4. Equipment Operations and Maintenance Plan			
5. Sweeper Operation			
6. Project Closeout			
Total			

Funding Distribution Name	Recipient Match	Recipient Share	Ecology Share	Total
SFAP	15%	\$	\$	\$
Total	15%	\$3,609.00	\$20,451.00	\$24,050.00

Application Budget Worksheet (not for EAGL, but do not delete from this draft document)

Funding Offer:

SFAP Grant Offer	SRF Standard Loan Offer	SRF Forgivable Principal Loan Offer	[Other WQC Funding] Offer	Total Funding Offer
\$20,451.00	no	no	none	\$20,451.00

Does the funding offer amount shown in the following forms all match?

Offer Letter uploaded in EAGL:	y
EAGL Offer Form:	y
Published Offer List:	y

Was the funding offer less than the amount requested because of ineligible items? Please describe.

No

Any other comments / concerns / etc? Please describe.

No

Application Budget (copy content from "Scope of Work – FOR APPLICATION" form in EAGL)

Task	Budget in App	Notes
1. Grant and Loan Administration	\$2,800.00	
2. Enhanced Maintenance Plan	\$21,250.00	
Total	\$24,050.00	

Agreement Budget

Task	Revised Budget	Notes
1. Grant and Loan Administration		
2. Enhanced Maintenance Plan		
3. Project Close Out		
Total	\$24,050.00	

@

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasance” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

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

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

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project sign

acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

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

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

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization’s information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

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

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT

may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT’s Legal Council
3. Authorizing Ordinance or Resolution

4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)

5. CWSRF Federal Reporting Information form available in EAGL

6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)

7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)

8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT'S authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitle1-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT’s sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

- 1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
- 2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
- 3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
- 4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the “Termination Date”). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the “Termination Payment Date”).

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien

Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

ECOLOGY GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://apps.ecology.wa.gov/publications/SummaryPages/1701004.html>)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all sub grantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by sub grantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.

- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

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

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

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

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

11. DISPUTES

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

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

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

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

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

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

12. ENVIRONMENTAL DATA STANDARDS

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

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

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

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

15. INDEPENDENT STATUS

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

16. KICKBACKS

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

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

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

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

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

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

20. PROGRESS REPORTING

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

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

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

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

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

23. RECOVERY OF FUNDS

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

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

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

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

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

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

27. SUSTAINABLE PRACTICES

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

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products. For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

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

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

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

c) By Mutual Agreement

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

d) In Event of Termination

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

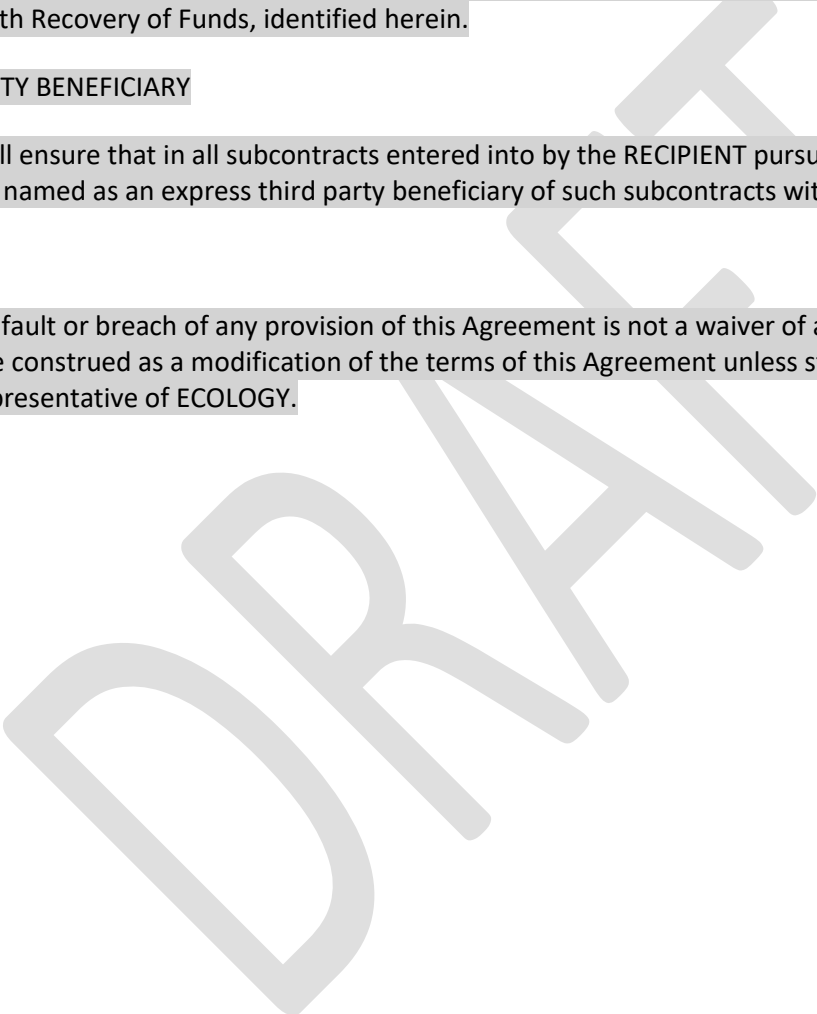
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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





CITY COUNCIL

AGENDA BILL # AB24-0141

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Second 2024 Budget Amendment	Agenda Date: September 9th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator	X	X
	City Attorney		
	City Clerk		
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 st review – 9/9/24	Planning Commission		
2 nd review –	Civil Service Committee		
3 rd review –			

Staff Contact: Jessica Griess, City Administrator
Attachments:

SUMMARY STATEMENT:

We are ready to do a second budget amendment for 2024! Tara is still working on the amendment, but wanted to start the conversation with Council on what to expect for this next amendment.

General Fund:

- Police Salaries/Benefits - There has been an increase in off-duty traffic control for various projects going on. This cost is passed through and breaks even at the end of the day. There will be an increase of \$90,000 in the police salary expense line and in the Law Enforcement Services revenue line.
- Wetland Preserve – Construction cost for phases 1 and 2 is \$510,035 and it is fully funded by the Dept. of Commerce, Capital Budget. The \$158,804.24 for Natural Systems Design scope for project oversight, also covered by grant funds, will be included as well for a total expense/revenue increase of \$668,839.24.
- Planning Professional Services – Increase of \$16,750 for Middle Housing work covered by Commerce funding.

(Continued on next page...)

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

Meeting Date: *Action:* *Vote:*

Streets

- Professional Services - \$60,000 increase for FCS work on Traffic Impact Fee Analysis

Storm

- Professional Services - \$24,050 for Enhanced Maintenance Plan (\$20,451 covered by Ecology grant, expect the revenue this year too); \$65,000 for Water Quality Pond (fully funded by Capital Budget/Commerce funding, I don't believe we will see that revenue come in until early next year; total project cost is \$124,000, \$65,00 this year and the rest in 2025)

Storm

- Salaries - The crew has been very focused this year on the storm system, will do at least a \$30,000 increase to get us through the year.

Water

- Professional Services - \$27,365 for a Lead Service Inventory to be completed. It is a requirement from the Department of Health (due October this year) at the city's expense.
- Salaries - City needed a certified Water Operator, hired a temporary one at \$60 an hour for 8 hours on Fridays until one of our Utility Workers has enough experience and certifications in place to take over. Started 5/24 for 30 Fridays so an increase of \$14,400. He doesn't get any benefits.



CITY COUNCIL

AGENDA BILL # AB24-0142

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Public Works Streetlight Standards	Agenda Date: September 9th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator	X	X
	City Attorney		
	City Clerk		
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 st review – 9/9/24	Planning Commission		
2 nd review –	Civil Service Committee		
3 rd review –			

Staff Contact: Jessica Griess, City Administrator

Attachments: Planning Commission Recommendation; Quote

SUMMARY STATEMENT:

Planning Commission has recommended the attached street light standards to update our Public Works Standards (available upon request due to the size).

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

ALGONA PLANNING COMMISSION
WRITTEN RECOMMENDATIONS TO THE ALGONA CITY COUNCIL

February 6, 2024

TO: Algona City Council

You are hereby informed that:

The Algona Planning Commission has met multiple times regarding the Streetlight Standards and Design priority. At those meetings, the Algona Planning Commissioners made numerous suggestions for a unified streetlight design throughout the city. Public Works Director, Mr. Russ Avery, presented two options (A or B) each for both streetlight post and head design. Mr. Avery described the costs of each option and answered questions from Commissioners on each option.

On February 1, 2024, the Algona Planning Commission unanimously passed a motion to recommend the Algona City Council adopt the Options A and A for streetlight post and head design to be implemented as the City's standard streetlight design.

To that end: the Algona Planning Commission hereby formally recommends that the Algona City Council ADOPT Options A and A for streetlight post and head design to be updated within the Public Works Standards.

Please let me know if you have any questions regarding this recommendation to adopt.

Sincerely,



Christopher Gomez, Chair

Algona Planning Commission



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SKU: SCG-K203
Weight: 0.00 LBS

Option A



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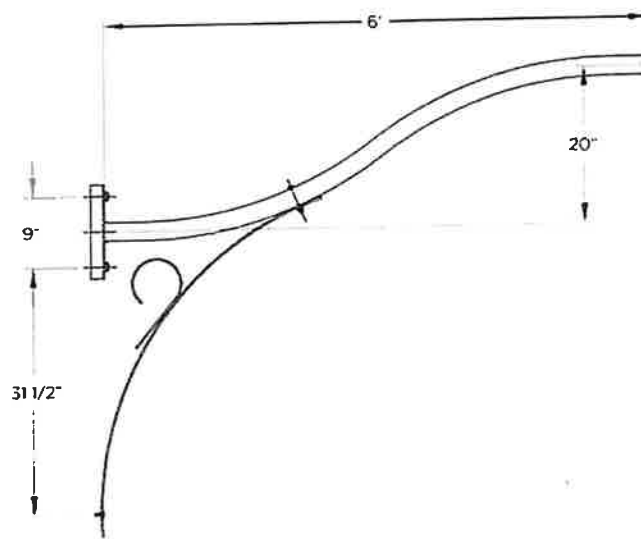


CART

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Weight: 0.00 LBS

Option A



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StressCrete Group

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SKU: SCG-KT/KTH/KTT

Weight: 0.00 LBS

Option A



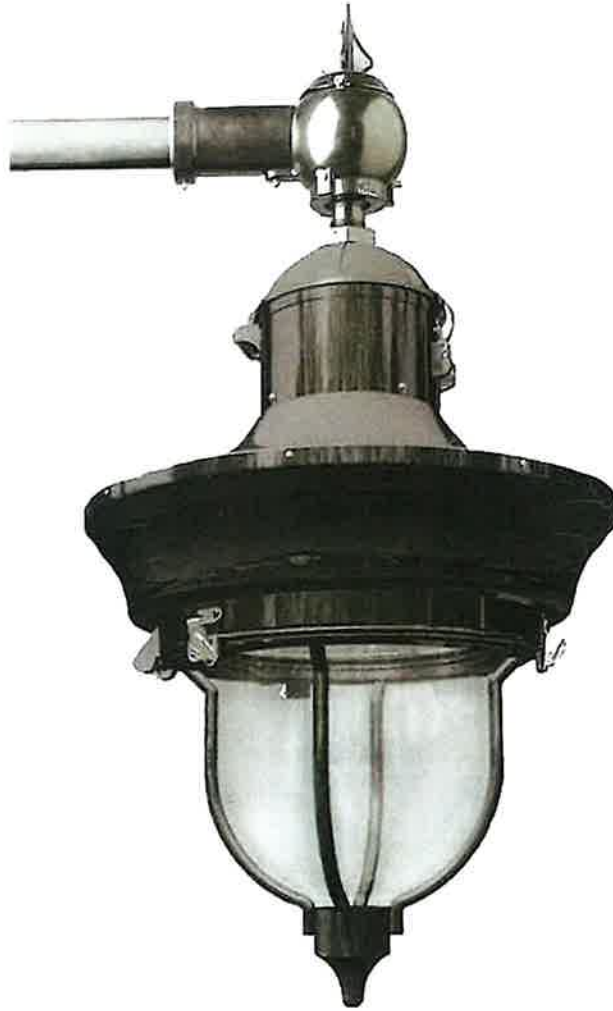
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Weight: 0.00 LBS

Option B



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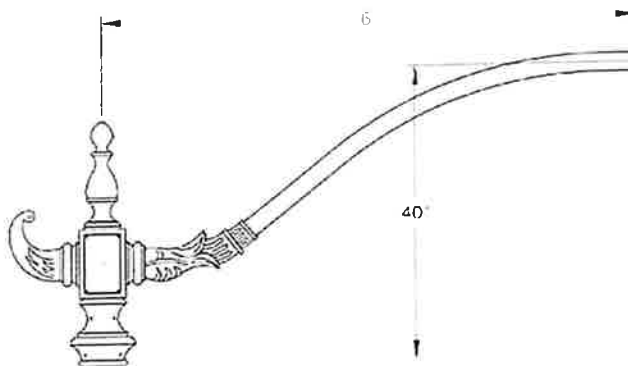
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SKU: SCG-KA72

Weight: 0.00 LBS

Option B



TENON MOUNT

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Option B

SKU: SCG-KCT1/KCT2

Weight: 0.00 LBS



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Street Illumination

Street Illumination shall require LED luminaires

Street lighting systems design shall conform to the Illuminating Engineering Society of North American (IES) Standards Specification for Roadway Lighting as Outline in (RP-8-00). Puget Sound Energy (PSE) owns and maintains the street illumination system for the City of Algona.

- A. Plats and Short Plats, Commercial, Industrial or Institutional Property Development. Street lighting is required for all public streets. The street lighting design shall be reviewed and approved by the City Engineer prior to final plat approval. The cost of all street lighting shall be paid for by the Developer.
The City will accept maintenance and power cost responsibility for the public street light system when a plat is 50 percent or more occupied. Until the plat is 50 percent occupied, the developer is responsible for the maintenance and energy charges for the street lighting system.
Street lighting is not required on private streets within a plat. However, a street lighting system is encouraged. The City does not install or maintain private street lighting systems. On private streets, all street light maintenance and power cost shall be paid by the developer, homeowner, or homeowners association.
- B. Existing Residential Areas. If a resident or group of residents desires the installation of a new street light they must apply to the Public Works Director.
- C. Commercial. Street lighting is required on all public street frontages. The developer is responsible for design, installation or relocation of new or existing lighting. Commercial development shall replace existing lighting systems on power poles with a new lighting system serviced by underground power if the system will not conflict with essential distribution lines.
- D. Ownership and Maintenance. Puget Sound Energy (PSE) under franchise with the City provides, installs, owns and maintains the street illumination system for the City. Maintenance of the completed lighting system is provided by PSE.
- E. The property owner or homeowner's association shall maintain private lighting systems.

F. General Considerations

Existing street light systems that extend along the frontage of a new development project, or within the limits of a roadway improvement project will not be generally required to be brought into conformance with these street lighting standards, unless the project is required to install full frontage improvements. If the City determines that existing street light systems should be brought into conformance with these requirements due to special circumstances the Applicant will be notified of this requirement during the City's development review process.

When required, the Applicant is responsible for the installation of streetlights and all accessories necessary to energize the street light system consistent with Standards.

For all new street light installations, the applicant shall coordinate jointly with Puget Sound Energy and the Public Works Department to prepare a street lighting plan for submittal to and approval by the City. The type of installation shall be as set forth in (IES) Standard Specifications and these Standards. The Applicant can request that PSE design the street illumination system.

Street lighting plans shall be designed and submitted to the City Engineer for review and approval prior to construction. All lighting plans shall be prepared by a licensed engineer experienced with lighting design or by PSE (INTOLIGHT Lighting Services). Lighting plans shall pursuant to IES Standard Specifications and these Standards.

The Applicant shall coordinate with PSE for the availability and location of power sources for new light system.

All public street light systems shall be accessible for public maintenance by a wheeled vehicle weighing 20,000 pounds.

All street light installations including wiring, conduit, and power connections shall be located underground. Exception: existing residential areas with existing above ground utilities may have street lighting installed on the existing power poles. The Applicant will be responsible for providing or obtaining necessary easements for underground power for street lighting systems designed and constructed as part of an approved development permit.

As-built drawings on 22-inch x 34-inch or 24-inch x 36-inch are required for all new or relocated underground street lighting systems prior to receiving a final occupancy permit

Street light circuitry will be provided with available voltage.

The exact location of the power source should be indicated. System continuity and extension should be considered.

Particular attention shall be given to locating luminaires near intersections, at all street ends and at pedestrian crossings.

- G. Illumination. Calculations should include luminaire spacing, illumination level, uniformity ratio, line losses, power source and other necessary details for the electrical and physical installation of the street lighting system.

Design Standards

- A. Illumination Levels utilizing cut-off luminaires.

Street light illumination levels shall conform to the levels listed in the table below:

**Illumination Standards Average
Maintained Horizontal Illumination (Foot Candles)**

Road Class	Area Class	
	Residential	Industrial/Commercial
Private(Access)	0.4	N/A
Residential (Local Access)	0.4	0.6 to 0.9
Residential (Collector)	0.6	0.6 to 0.9
Arterial*	0.8	0.6 to 0.9
*Intersection lighting is required. Street lights shall be placed in accordance with the Standards listed below.		

Average illumination levels at intersections shall be 1.5 times the illumination required on the more highly illuminated street. Exception: Local residential streets intersecting other local residential streets shall not require 1.5 times the illumination at other intersections, provided that one luminaire is placed at the intersection.

At signalized intersections, all signal poles shall include a street light. Lighting levels at these locations may be higher than the criteria listed.

B. Luminaires shall be cut-off.

1. The following luminaires have been approved for use in the City of Algona;

Arterials:

Fixtures: PSE Hunter Green (RAL6009) LED Cobrahead Wattage Based On Design.

Arms: Ameron Mo-AE Elliptical Arm. Appropriate Arm Lengths Based On Design.

Poles: Ameron 25' Mounting Height Victorian 2 Fluted Green Concrete.

Residential:

Fixtures: Hunter Green (RAL6009) King K823 Falconbridge LED Shallow Lens. Wattage Based On Design.

Arms: Hunter Green (RAL6009) Bishops Crook.

Poles: Ameron 13', 15' or 18' Mounting Height Victorian 2 Fluted Green Concrete. Based on Design and Location.

2. All luminaires shall be LED color temperature 4000k.

C. Light Standards

1. Street Light Requirements for Each Street Classification

Road Class	Maximum Spacing for Area Class			
	Residential		Industrial/Commercial	
	Cobrahead	Falconridge	Cobrahead	Falconridge
Private(Access)	N/A	200'	N/A	200'
Local Access	N/A	200'	N/A	200'
Collector	240'	150'	240'	150'
Arterial*	240'	150'	240'	150'

Light standards should be staggered on either side of the road. Each completed intersection should have a minimum of two luminaires at the intersection. If the developer is only performing half street improvements, luminaire spacing shall be at a maximum of twice the spacing distance outlined in the table above. Junction boxes and conduit stubs across roadway may be required for half street improvements.

2. In areas where the street width differs from the City Standard, or there are other factors influencing the location of the street lights, the City Engineer will provide input to the applicant on acceptable options.

Street light poles shall be direct buried as specified by PSE Line loss calculations shall show that no more than a 5 percent voltage drop occurs in any circuits. Branch circuits shall serve a minimum of four luminaires.

Conductors: Conductor size will be determined by the wattage and circuit lengths provided through the IES design. The minimum wire size for any illumination circuit shall be No. 6 Aluminum. No. 10 wire will be acceptable for the pole and bracket cable within the light standard only.

Date: Sep 6, 2024

Quote: SEATAC-WWA24-186520-1



Sea-Tac Lighting & Controls, LLC
15455 53rd Ave S
Tukwila WA 98188
Phone: (206) 575-6865
Fax:
From: Kevin Johnson
Quoter Ph:
email: kjohnson@seataclighting.com

Project City of Algona - Budgets
Location
Quote SEATAC-WWA24-186520-1

To: For
Bid Date Sep 6, 2024
Expires Oct 6, 2024

Table with columns: QTY, Type, MFG, Part, Price, UQ. Rows include SINGLE ROADWAY ASSEMBLY, DOUBLE ROADWAY ASSEMBLY, SINGLE PEDESTRIAN ASSEMBLY, and DOUBLE PEDESTRIAN ASSEMBLY with various part numbers and quantities.

Total: \$103,190.00

Notes:
KING LUMINAIRE & STRESSCRETE SHIPPING & HANDLING INCLUDED
LEAD TIME: 17-19 WEEKS

Date: Sep 6, 2024

Quote: SEATAC-WWA24-186520-1



Sea-Tac Lighting & Controls, LLC
15455 53rd Ave S
Tukwila WA 98188
Phone: (206) 575-6865
Fax:
From: Kevin Johnson
Quoter Ph:
email: kjohnson@seataclighting.com

Project City of Algona - Budgets
Location
Quote SEATAC-WWA24-186520-1

Terms and conditions of sale:

Due to current market conditions, Unless noted otherwise, pricing subject to requote if ordered after noted expiration date

Subject to manufacturer's published terms and conditions of sale.

Quotation is void if changed. Entire quote must be used or subject to re-quote.

Liquidated damages are not accepted unless negotiated in advance and appear on purchase order.

Tariff Fees may be charged by the factories in addition to quoted prices.

Standard Factory warranties are included and begin at time of shipment, NOT SUBSTANTIAL COMPLETION unless pre-negotiated. Extended warranties must be requested and confirmed by the factories prior to release of material.

All freight terms based on (1) single/complete release per manufacturer of current BOM.

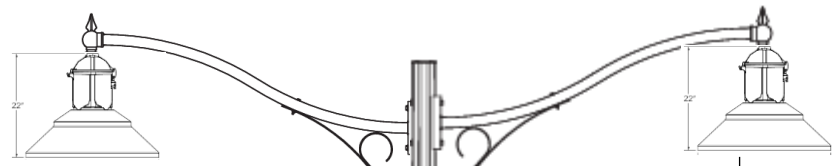
Additional releases may incur additional freight charges.

Mfg Terms:

KNGW KING LUMINAIRE (WWA)

Freight Allowance

Minimum Order



26' MH

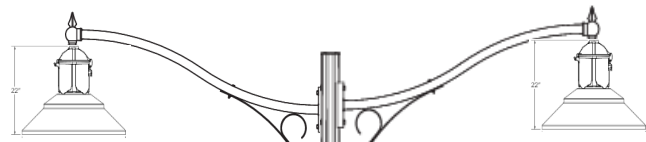


26' MH

Roadway Scale
Single



Roadway Scale
Double



17' MH



Pedestrian
Scale Single



17' MH

Pedestrian
Scale Double



CITY COUNCIL

AGENDA BILL # AB24-0138

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Resolution 1284-24, Surplus Vector Truck	Agenda Date: September 9th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator	X	X
	City Attorney		
	City Clerk		
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Police Dept			
Cost Impact:	Finance Committee		
Fund Source:	Planning Commission		
Timeline: 1st review – 8/12/24	Civil Service Committee		
2 nd review – 8/26/24			
3 rd review – 9/9/24			

Staff Contact: Jessica Griess, City Administrator
Attachments: Resolution 1284-24

SUMMARY STATEMENT:
 The time and money spent on making repairs to our 2005 Vector Truck, as well as the amount of time it is inoperable, is starting to have an impact on City operations. Looking at other solutions, staff has decided the best option is to utilize the funds from the current Vector Truck towards a new Vector Trailer. The trailer option will allow better mobility in the more narrow spots, it's operator friendly, and anyone will be able to bring it onsite.

COMMITTEE REVIEW AND RECOMMENDATION:
RECOMMENDED ACTION:
Make a motion to approve Resolution 1284-24.

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

CITY OF ALGONA
WASHINGTON
RESOLUTION NO. 1284-24

**A RESOLUTION OF THE CITY OF ALGONA,
WASHINGTON, AUTHORIZING THE DISPOSAL OF
SURPLUS PROPERTY**

WHEREAS, the City has determined the items listed on Exhibit A are no longer necessary for City operations and are therefore surplus; and

WHEREAS, the City Council has authority to dispose of surplus property pursuant to RCW 35A.11.010; and

WHEREAS, the City Council desires to authorize the City Administrator or designee to dispose of surplus City property;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Surplus Property. The City Council hereby declares the property listed on Exhibit "A" attached hereto as surplus to the needs of the City.

Section 2. Disposal Method. The surplus equipment identified in Exhibit A may be disposed of to the general public by means of direct sales, sealed bid, trade-in, auction, or other reasonable method of disposal as determined by the City Administrator or designee to be in the best interests of the City.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____ 2024.

CITY OF ALGONA

Troy Linnell, Mayor

ATTEST/AUTHENTICATED:

Dana Parker
City Clerk

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:
Date Posted:

Exhibit "A"

Surplus List

Item Description	Serial # / VIN	Estimated Value
2005 Vactor Truck 2100 series	1HTXHAPT96J189783	\$75,000