



CITY COUNCIL REGULAR MEETING

Monday, September 25, 2023 at 7:00 PM

City Hall

AGENDA

1. Call to Order

2. Flag Salute

3. Roll Call

4. Presentation

A. Community Center Board Member Confirmations for Patricia Goodwin, Kim Cook, Matthew Ray, and Lisa Martin

B. City Administrator Confirmation, Jessica Griess

5. Approval of Agenda

6. Consent Agenda

A. Minutes

September 11th, 2023 Council Meeting

September 11th, 2023 Workshop Meeting

B. Audit of Reports

1. Claims #113167 - #113192 \$163,460.12

September 25, 2023

2. Payroll # - # \$ 70,781.22

September 15, 2023

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.](#) Preliminary 2024 Revenue Sources
- [B.](#) Wetland Preserve Final Design Scope of Work with Natural Systems Design
- [C.](#) Resolution 1262-23, Waste Management New Rate Structure
- [D.](#) King County Re+ Grant Agreement
- [E.](#) King County External Support Grant for Sound Garden
- [F.](#) Resolution 1265-23, Surplus of Public Works Assets

10. New Business

11. Old Business

12. Ordinances & Resolution

- [A.](#) Ordinance 1224-23, Amending Ch. 15.04 International Codes and Ch. 2.43 Building Official
- [B.](#) Resolution 1260-23, Tacoma Blvd Water Main Replacement Project Bid Award

13. Next Workshop

14. Adjournment



CITY COUNCIL REGULAR MEETING

Monday, September 11, 2023 at 7:00 PM

City Hall

MINUTES

1. Call to Order

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

2. Flag Salute

In honor and memory of those impacted by 9/11, Mayor Linnell asked that everyone remain standing for a moment of silence.

3. Roll Call

PRESENT

- Mayor Troy Linnell
- Council Member Brenna Franco
- Council Member Gordon Cook
- Council Member Timothy Fairley
- Council Member Lynda Osborn
- Council Member William Thomas

Staff Present: Jessica Griess, City Clerk; Russ Avery, Public Works Director; James Schrimpsheer, Chief of Police

4. Presentation

A. City Art Presented by Tobi Holland

Local resident artist Tobi Holland presented the idea of adding art to the city.

5. Approval of Agenda

Council Member Franco moved to amend the agenda by removing item 11A. The motion was seconded by Council member Cook.

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

Motion made by Council Member Thomas to approve the amended agenda, Seconded by Council Member Franco.

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

6. Consent Agenda

Motion made by Council Member Cook, Seconded by Council Member Osborn.
Voting Yea: Council Member Franco, Council Member Cook, Council Member Fairley,
Council Member Osborn, Council Member Thomas

A. Minutes

August 28th, 2023 Council Meeting

August 28th, 2023 Council Workshop

B. Audit of Reports

1. Claims #113141 - #113166 = \$110,390.31 September 11, 2023

2. Payroll # - # = \$ 45,313.83 September 1, 2023

7. Reports

Council Member Franco - None.

Council Member Cook - None.

Council Member Fairley - None.

Council Member Osborn - None.

Council Member Thomas - None.

Russ Avery, Public Works Director - Been mowing quite a bit in the right of ways, cleaning out storm drains before the rain hits. The crew has worked on clearing a portion of the wetland for the ceremony coming up. West Valley will be closed at night while the Transfer Station puts in a pipe.

James Schrimpsheer, Police Chief - We had a house fire over the weekend, Would like to show the body cam footage. We are proud of our officer for the way she professionally handled the situation. Officer Fajardo will be receiving the life saving award. We will have training coming up. Bringing back a building clearing instructor on October 17th. One of our officers has written enough tickets that the court is complaining since we're filling up the docket. We will be putting in a four-way stop at Algona Blvd and 8th Ave N while the Transfer Station work continues and act as a speed mitigation. The Traffic Safety Commission has provided more funds for traffic emphasis. There will be an additional officer on while we have the funds available. We met with WA Fish and Wildlife and they commended the City for the work we have done on the ditch along 167 in the north side of town. They even asked us to dig it deeper. We are working with them on the next steps for the south end where we do need to get a permit with Fish and Wildlife. This has been a big win for the flooding issues.

Jessica Griess, City Clerk - Since October 9th is a holiday, Council agreed to move the meeting to October 16th. Preliminary budget will be presented at the first meeting of October. Will be attending the Washington Finance Officers Association Conference next

week. The land dedication is officially set for October 5th at 11:00 on the wetland preserve. Public Work is clearing an area for the dedication to take place.

Mayor Troy Linnell - Attended the KC Parks grants awards. We received a million for the wetland preserve. That goes along with the \$600,000 from the state. Also attended the SCA networking dinner with Jessica. The group from the FIFA planning committee presented. Something like 4 billion people tune in to the FIFA world cup. It has come to my attention that we illegally cleaned the 167 ditch. We did not. There is an agreement in place that authorizes the city to maintain the ditch and I thank whoever called the Fish and Wildlife department. Since they called, we were able to meet with the state and show the work we have done. He even said we need to dig two-three feet deeper. We will be working with him on the south end of town. We continue to work on flood mitigation projects.

8. Audience Participation

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Tobi Holland, 205 9th Ave N - Are there any fish in the streams?

Mayor Linnell responded that there currently isn't, but we are working to revitalize it to allow for fish again.

9. Discussion

A. Resolution 1260-23, Tacoma Blvd Water Main Replacement Project Bid Award

Public Works Director Avery briefed the Council on the recommended bid out of the six received for the Tacoma Blvd Water Main Replacement project. The recommended bid is from Rodarte Construction in the amount of \$277,921.03.

B. Waste Management New Rate Structure

Laura Moser presented the new rate restructure at the August 28th Workshop meeting. The City is looking at nearly a 15% increase in cost for garbage. Staff is working hard looking at other alternatives.

C. Ordinance 1224-23, Amending Ch. 15.04 International Codes and Ch. 2.43 Building Official

Council reviewed Ordinance 1224-23 for the second time. Zach Lell, City Attorney, briefed the Council. The Ordinance clarifies the enforcement power for the building official. It's more of a housekeeping measure.

10. New Business

11. Ordinances & Resolution

- A. Ordinance 1225-23, Interim Amendment to AMC Ch. 22 Open Space/Critical Areas
- Item removed from agenda -

12. Executive Session

- A. Executive Session pursuant to RCW 42.30.110(1)(i) for the purpose of discussing potential litigation with legal counsel.

Mayor Linnell started the Executive Session for 10 minutes. The Council is anticipating to take action after the session. An additional 10 minutes was announced during the session.

Zach Lell, City Attorney, offered the following language for the first motion: *I move that the City add two items to the agenda for tonight's meeting related to the enforcement and abatement of code violations and public nuisance conditions at the premises located at 331 Tacoma Blvd.*

Council Member Thomas so moved the offered motion. Seconded by Council Member Fairley. Voting Yea: Council Member Franco, Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas

Zach Lell, City Attorney, offered the following language for the second motion: *I move that the City Council acknowledge and declare the conditions at 331 Tacoma Blvd as a public nuisance, authorizes the Public Works Director, with approval by the Mayor, to negotiate and execute a Voluntary Correction Agreement (VCA) with responsible party for the code violation and public nuisance conditions located at 331 Tacoma Blvd providing for remediation and correction thereof, any VCA shall be in a form approved by the City Attorney and contain at a minimum the following parameters: the responsible party's concession of the violation and public nuisance condition, a compliance schedule not to exceed six months for the remediation and correction at the responsible party's sole expense of said violations and nuisance condition, authorization for City Staff to enter the property to verify compliance status, a waiver of all defense, authorization for the City to enter and abate the property charging all expenses to the responsible party if they fail to comply, recoupment of the legal and city staff time and fees for executing the agreement, and any other provision deemed necessary by the Mayor or Director.*

Council Member Thomas so moved the offered motion. Seconded by Council Member Fairley. Voting Yea: Council Member Franco, Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas

Zach Lell, City Attorney, offered the following language for the third motion: *I move that the City Council authorize the Mayor to take all necessary and appropriate measures including without limitation the initiation of civil litigation in order to ensure the remediation and correction of the violation and nuisance condition located at 331 Tacoma Blvd.*

Council Member Thomas so moved the offered motion. Seconded by Council Member Fairley. Voting Yea: Council Member Franco, Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas

13. Next Workshop

No workshop.

14. Adjournment

Mayor Linnell adjourned the meeting at 7:53 PM.

ATTEST:

Jessica Griess – City Clerk

Troy Linnell – Mayor



CITY COUNCIL WORKSHOP MEETING

Monday, September 11, 2023 at 6:00 PM

City Hall

MINUTES

1. Call to Order

Mayor Pro Tem Brenna Franco called the meeting to order at 6:04 PM.

2. Roll Call

PRESENT

- Council Member Brenna Franco
- Council Member Gordon Cook
- Council Member Timothy Fairley
- Council Member Lynda Osborn
- Council Member William Thomas

Staff Present: Russ Avery, Public Works Director; James Schrimpsher, Chief of Police; Jessica Griess, City Clerk

3. Approval of Agenda

Motion made by Council Member Cook, Seconded by Council Member Fairley.

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

4. Presentations

A. Playground Updates, Joel Berman with Buell Recreation

Joel Berman with Buell Recreation presented on the options the Council can consider for updating the playground equipment.

5. Discussion

A. 2024 Budget Priority Items

City Clerk Jessica Griess presented on the technology related budget retreat items and staffing items. Including the website upgrade, financial system upgrade, and a part time employee to assist the Community Connector. Some other necessary technology costs include transitioning away from Auburn IT and moving to the cloud. It would be staff's recommendation to go without Channel 21 and capitalize online platforms.

Public Works Director Avery presented on the costs of updating the park bathrooms and playground equipment upgrade. The Community Center Advisory Board will be looking into renting the baseball field and gazebo in the park.

6. Audience Participation

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None.

7. Adjournment

Mayor Pro Tem Franco adjourned the meeting at 6:42 PM.

ATTEST:

Jessica Griess – City Clerk

Brenna Franco – Mayor Pro Tem



CITY COUNCIL

AGENDA BILL # AB23-0097

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

ITEM INFORMATION

SUBJECT: Preliminary 2024 Revenue Sources	Agenda Date: September 25th, 2023		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		
	City Attorney		
	City Clerk		x
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1st review – 9/25/23	Planning Commission		
	Civil Service Committee		

Staff Contact: Jessica Griess, City Clerk
Attachments: Revenue Sources

SUMMARY STATEMENT:
 Tara Dunford will be presenting the preliminary 2024 revenue sources.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

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

To: Mayor Troy Linnell and City Council Members

From: Tara Dunford, CPA

Date: September 25, 2023

Re: Preliminary 2024 Revenue Sources

ATTACHMENTS: Detailed revenue sources by fund – General Fund & Street Fund

TYPE OF ACTION: Discussion only.

Discussion: RCW 35A.33.135 requires preliminary revenue estimates be presented to Council no later than the first Monday in October. This requirement applies to funds which receive property tax dollars. In the City's case this is the General Fund and Street Fund. Revenue estimates will continue to be adjusted throughout the budget process. The required public hearing on revenue sources is scheduled for November 13.

General Fund

Description	2020 Actual	2021 Actual	2022 Actual	2023 Budget	2023 Projected	2024 Budget	Increase (Decrease) 2023 Budget to 2024 Budget	
							Dollars	Percent
Property Tax	547,036	555,696	575,678	576,710	576,710	582,500	5,790	1.0%
Sales Tax	325,066	360,320	535,160	574,500	480,900	480,900	(93,600)	-16.3%
Natural Gas Use Tax	10,826	22,740	26,375	23,500	28,468	28,500	5,000	21.3%
Local Criminal Justice	91,887	105,014	117,617	92,200	116,898	116,900	24,700	26.8%
Business & Occupation Tax	277,091	218,338	232,687	239,400	272,200	272,200	32,800	13.7%
Storm Drain Utility Tax	23,599	25,550	26,177	26,600	25,743	25,700	(900)	-3.4%
Water Utility Tax	90,509	96,236	103,148	100,600	83,208	83,200	(17,400)	-17.3%
Electric Utility Tax	321,123	320,625	356,308	362,800	378,075	378,100	15,300	4.2%
Sewer Utility Tax	56,624	69,368	72,092	72,200	76,635	76,600	4,400	6.1%
Gas Utility Tax	49,082	50,556	60,767	75,200	81,932	81,900	6,700	8.9%
Telephone Utility Tax	49,224	45,151	40,773	40,300	36,080	36,100	(4,200)	-10.4%
Gambling Tax - Pulltabs	9,941	24,108	24,227	20,000	26,695	26,700	6,700	33.5%
Gambling Tax - Amusement Gam	179	170	170	300	-	-	(300)	-100.0%
Taxes	1,852,185	1,893,871	2,171,179	2,204,310	2,183,542	2,189,300	(15,010)	-0.7%
Licenses & Permits	255,758	294,163	310,399	326,500	350,227	350,300	23,800	7.3%
Intergovernmental	272,026	651,342	622,545	248,400	158,927	284,630	36,230	14.6%
Records Services	426	317	-	-	8	-	-	--
Printing & Publishing	517	198	156	200	152	200	-	0.0%
KC Transfer Station Reimbursement	-	73,294	96,926	100,000	45,973	-	(100,000)	-100.0%
KC Transit Admin Reimbursement	-	17,819	32,775	59,500	24,343	38,000	(21,500)	-36.1%
Legal Services	565	250	-	-	-	-	-	--
Law Enforcement Services	11,527	414	1,410	-	768	800	800	--
Law Enforcement Services - Warrants/Subpeonas	2,014	1,578	277	600	-	-	(600)	-100.0%
Law Enforcement Services-Court Security	3,638	-	-	-	-	-	-	--
Housing And Monitoring Of Prisoners	11,866	3,468	194	300	-	-	(300)	-100.0%
Bldg Inspection Fees	-	80	-	-	626	600	600	--
Plan Check Fees	16,130	22,002	33,570	104,000	16,159	16,200	(87,800)	-84.4%
Charges For Services	46,683	119,420	165,308	264,600	88,028	55,800	(208,800)	-78.9%
Fines & Forfeitures	57,497	38,682	1,402	65,100	-	-	(65,100)	-100.0%
Misc Revenues	118,195	48,996	908,401	34,700	123,742	118,600	83,900	241.8%
TOTAL REVENUES	2,605,177	3,048,728	4,181,108	3,143,610	2,905,910	2,998,630	(144,980)	-4.6%

Street Fund

<u>Description</u>	<u>2020 Actual</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Projected</u>	<u>2024 Budget</u>	Increase (Decrease) 2023 Budget to 2024 Budget	
							<u>Dollars</u>	<u>Percent</u>
Taxes	182,419	185,467	192,357	186,850	186,850	188,700	1,850	1.0%
Licenses & Permits	7,699	360	16,497	600	660	700	100	16.7%
State Generated Revenues	193,503	65,713	255,541	68,290	61,659	60,450	(7,840)	-11.5%
Misc Revenues	2,372	21,584	3,218	5,520	25,548	25,500	19,980	362.0%
Interfund Transfers	150,000	-	253,000	140,640	140,640	140,640	-	0.0%
TOTAL REVENUES	535,993	273,125	720,613	401,900	415,357	415,990	14,090	3.5%



CITY COUNCIL

AGENDA BILL # AB23-0094

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

ITEM INFORMATION

SUBJECT: Natural Systems Design – Final Design Scope of Work for the Wetland Preserve	Agenda Date: September 25th, 2023		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		X
	City Clerk		X
	Finance Dept		
	PW/Utilities		X
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 st review – 9/25/23	Planning Commission		
	Civil Service Committee		

Staff Contact: Jessica Griess, City Clerk

Attachments: Scope of Work

SUMMARY STATEMENT:

We are now ready for the final design phase for the Wetland Preserve. Natural Systems Designs prepared a Scope of Work for Council's review. Zach is working on a contract for next review at the next meeting.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

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

SCOPE OF WORK

Algona Wetland Preserve Final Design

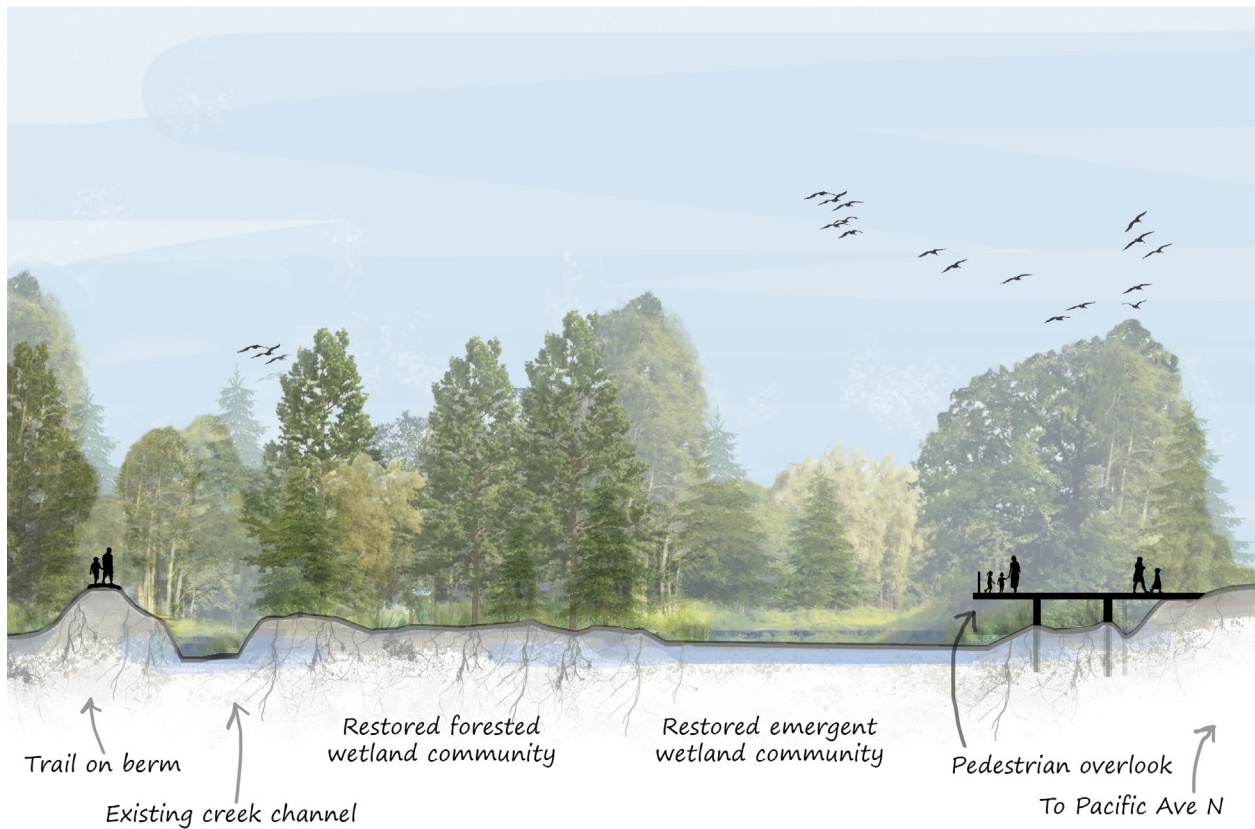
Prepared by:

Natural Systems Design, Inc.

Prepared for:

City of Algona

September 14, 2023



City of Algona (City) has requested additional technical services from Natural Systems Design, Inc. (NSD) to develop final design for restoration of the Algona Wetland Preserve (Preserve) and installation of an elevated boardwalk trail and overlooks and related project elements. This work is built on previous assessments and 60% design and permit application preparation work NSD has completed for the City related to the Preserve.

This scope of work describes the technical services to be completed by NSD and has been divided into the following list of tasks and linked to specific project deliverables. Tasks 1-3 will develop the existing 60% (preliminary) design for the site restoration elements through draft final (90%) and final (100%) designs. Final (100%) design represents a full Plans, Specifications and Estimate (PS&E) package. NSD will incorporate G&O design plans and specifications into complied PS&E package.

- Task 1: 90% Design (Draft 100% Design)
- Task 2: 100% Design (Final Design)
- Task 3: Bid Support
- Task 4: Project Management and Coordination
- Task 5: Regulatory Process Support

Key assumptions for all tasks:

- ▶ This project does not include a surface water hydraulic model nor a groundwater model. Design elevations are based on limited staff gage data gathered by City staff in the ditched stream.
- ▶ No additional assessment of changes in the current site conditions beyond that explicitly included herein will be conducted.
- ▶ The 90% design iteration is anticipated to include modifications to reflect current conditions, to address regulatory agency input and meet anticipated permit requirements, and to address City input on the previously delivered 60% design. However, fundamental elements of the NSD design elements will remain the same, with no major changes from the previous level of design (60%).
- ▶ The City will determine the locations of utilities along Ellingson and Pacific Ave before 90% design is completed. Redesign efforts to avoid unforeseen utility conflicts are not included in this scope of work and would require a contract amendment to address.
- ▶ Algona will be the primary point of contact with all stakeholders, including permitting agencies. NSD will remain the City's authorized agent for federal and state permitting agencies throughout the design process.
- ▶ A traffic control plan will be developed by the construction contractor for City approval. It is assumed that the construction contractor will procure street-use and/or right-of-way use permits from the City prior to construction, as needed.
- ▶ Algona will provide NSD a consolidated set of comments from all stakeholders and resolve any conflicting comments between stakeholders prior to handing to NSD.
- ▶ This scope and budget does NOT include interpretive sign design and creation. It DOES include installing a kiosk and sign posts for future signage.
- ▶ Draft deliverables will not be submitted, all deliverables represent final versions for each task.
- ▶ Project specifications will be based on the latest WSDOT standard specifications in effect at the time of final design, and the City's standard specifications.
- ▶ Everything included in the design drawings will be included in the contractor bid set, i.e., none of the design elements will be constructed by the City, volunteers, or others.
- ▶ This design is intended for the current City owned property and does not extend into adjacent properties that are in the process of being procured by the City.

- ▶ It is assumed that permissions for use of the City of Pacific easement along the berm have been secured by the City of Algona prior to construction.
- ▶ City will be responsible for shoulder parking designation and striping. NSD will be responsible for designing curb cut and ADA connection to the road shoulder.
- ▶ NSD will compile G&O's PS&E deliverables into a compiled set of design documents.

For this project, NSD's core team consists of Torrey Luiting, PWS, Principal in-charge, Kenna Patrick, PLA, Project Manager and landscape architect of record, and Megan Nelson, PE, engineer of record. Our team will be supported as needed by other technical and administrative staff at NSD.

Task 1: 90% Design

NSD will prepare draft final (90%) designs based on the 60% designs completed, incorporating any needed modifications based on site conditions, regulatory agency input and permit requirements, and stakeholder input. 90% design plans will be reviewed by a Professional Civil Engineer (PE), Registered Geologist (PG) and Registered Landscape Architect in the state of Washington, showing all necessary plans, elevations, sections, and details needed for construction.

This task includes a 1-day field inspection of current conditions and data gathering by the design team to evaluate conditions within the existing blackberry and reed canary grass control areas, consider water management options, document improvements needed to proposed construction access routes, or other considerations that arise during 90% design development.

Per 8/10/23 pre-application meeting with the City permit review staff, NSD will design an ADA accessible connection to street parking and ensure the boardwalk and overlook design meets building code requirements specified in pre-application meeting feedback received from the City's building review staff. NSD will also clarify the site isolation plan per City engineering review comments.

NSD will update design drawings, cost estimate, and design transmittal memo to reflect the changes made during 90% design. The memo will serve to document the basis of the 90% design. Anticipated 90% design refinements include weed control area extents, boardwalk trail design details, and plant material types, handling, and storage options. Construction sequencing and approach for grading the wetland, and the associated TESC plan, will be refined to incorporate regulatory agency feedback received at the conclusion of the 60% design phase. Draft special provisions divisions 2-9 will be developed for the 90% design to capture the major elements to be included.

Assumptions

- ▶ No unique assumptions for this task. See list of key assumptions, above.

Meetings:

- ▶ One (1) design review meeting will occur as a part of this task during a regular monthly check-in meeting. Budget is included in Task 4: Project management/coordination.
- ▶ Two (2) meetings with the City Public Works Director to 1) ensure we set the City up to be able to bid this successfully to a boardwalk expert, 2) determine how much involvement we can have by a design-build firm who can design and build these boardwalks and overlooks, without jeopardizing their ability to bid on construction.

Deliverables:

- ▶ 90% design plans, cost estimate, project special provisions (WSDOT Divisions 2 – 9), and design transmittal letter
- ▶ 1-day field visit to document current conditions and collect any needed data.

Task 2: Final (100%) Design

NSD will advance draft final (90%) design to final (100%) design. Final plans will be reviewed, stamped, and signed by a Professional Civil Engineer (PE), Registered Geologist (PG) and Registered Landscape Architect in the state of Washington, as appropriate. Updated drawings will show all necessary plans, elevations, sections, and details needed for construction.

Final design will include refining and finalizing the project layout, materials needed for construction and quantity, project special provisions (div. 2-9), engineer's estimate, design drawings and design transmittal letter.

NSD will update design drawings, cost estimate, and design transmittal memo to reflect City comments on the 90% design and form the final (100%) design package.

Assumptions

- ▶ See list of key assumptions, above.
- ▶ Comments from the City on the 90% Plans will be incorporated into the final, bid ready PS&E. This package will be routed for City signatures prior to City advertisement.

Meetings:

- ▶ A design review meeting will occur as a part of this task as one of the regular monthly meetings. Budget is included in Task 4: Project management/coordination.

Deliverables:

- ▶ Final (100%) design plans, engineer's estimate for bid opening, project special provisions, and design transmittal letter for Algona Wetland Preserve.
- ▶ Blank bid tab with quantities; to be included on the plan set or separately.

Task 3: Bid Support

The objective of this task is to prepare up to two (2) addendums and assist the City will answering contractor questions during the bid period.

Assumptions:

- ▶ Addendum preparation and support for answering contractor questions will not be substantial efforts and are limited in level of effort to the budget for this task. If additional support is necessary based on contractor questions and addendum needs, it will require a contract amendment.
- ▶ Services during construction are not included.
- ▶ Development of record drawings is not included.
- ▶ City or chosen representative will develop the final bid package (including Division 1, all contract language, and merging in Divisions 2-9).
- ▶ City or chosen representative will upload bid package to Builders Exchange website for contractors' review and bid.

- ▶ City will tabulate bids and make final decisions on selection of contractor.

Deliverables

- ▶ Up to 2 addendums to the contract documents (plans and specifications) submitted electronically (PDF and Word).

Task 4: Project Management and Coordination

This task includes the labor and expenses associated with scheduling, coordination, and quality control services for this work, along with conference calls and related coordination with the City during this scope of work.

NSD's project manager and financial administrative assistant will be responsible for administering the contract, scheduling sampling dates and resources, handling team communication (both internally and with the City), responding to requests for information, preparing invoices, tracking budget, and related project management and administration tasks.

Coordination includes internal coordination within the NSD project team regarding schedules, budget, project progress, and project approach, as well as regular direct coordination with City project manager as necessary regarding items such as site access, schedule, task status, and results.

NSD will meet with the City and internally as separate meetings once a month over the course of the anticipated 8 months of this scope of work to ensure project deliverables are well coordinated. NSD will coordinate with other City consultants, such as the Atwell Group and FutureWise as needed up to the level of effort included in the below assumptions, to ensure the project follows City regulations and community engagement objectives, respectively.

Assumptions

- ▶ All meetings will occur monthly, they will be held virtually, and will last 1 hour.
- ▶ It is assumed that this phase of work will last 8 months.
- ▶ NSD will manage the project on a total budget basis but would track and report hours by task.
- ▶ NSD will coordinate meetings that pertain to design and State/Federal permitting.
- ▶ The City or their designated consultant will coordinate meetings that pertain to City code and compliance.
- ▶ City will prepare summaries or other materials required to meet grant funding requirements.

Meetings:

- ▶ Monthly project design update and coordination meetings with City.
- ▶ Monthly project management internal NSD design check-in meetings.
- ▶ Coordination meetings with Gray & Osborne, Atwell and FutureWise (6 max).

Deliverables:

- ▶ Meetings notes and action items.
- ▶ Monthly invoicing and project reporting.

Task 5: Regulatory Process Support

NSD will continue to support the City in coordination with federal, state, and local regulatory agencies and reviewers as the project's application packages are being reviewed. NSD will continue to serve as the City's authorized agent for coordination of regulatory permits. Based on input received in August 2023 at federal, state, and local pre-application meetings, the following regulatory application materials need to be prepared to secure construction permits:

- ▶ NSD will prepare a Water Quality Monitoring and Protection Plan (WQMPP) to support the project's application to the Washington State Department of Ecology (Ecology) for a Clean Water Act Section 401 water quality certification.
- ▶ NSD will prepare a Maintenance & Monitoring Plan to support the project's application to the US Army Corps of Engineers (Corps) for a Clean Water Act Section 404 authorization.
- ▶ NSD will prepare a Coastal Zone Management Act consistency form as part of the application package to the Corps.
- ▶ NSD will file for the project's WDFW Hydraulic Project Approval (HPA) permit on behalf of the City via the WDFW APPS online portal.
- ▶ NSD will prepare the City's application for its Building permit review process and include the final, 100% structural design for the boardwalk, overlooks, and stairs prepared by Gray & Osborne under separate contract with the City.
- ▶ NSD will complete the City's application for its Fill and Grade permit review process and will include the previously prepared Geotechnical Report (PanGeo 2022) as the required soils report.

Assumptions:

- ▶ NSD will provide an average of one hour per month (up to 8 hours total) of regulatory agency coordination over the course of the final design process.
- ▶ Agency input and requests will be limited in scope and scale and not require additional field work or preparation of new application materials or modification to the project's design.
- ▶ NSD will coordinate with the City regarding contents of the WQMPP and Maintenance and Monitoring Plan prior to inclusion in the permit application package.
- ▶ One round of review and edits to the WQMPP based on Ecology comments.
- ▶ One round of review and edits to the Maintenance and Monitoring Plan based on Corps comments.
- ▶ A compensatory mitigation plan will not be required by Corps, Ecology, or local Critical Areas reviewer.
- ▶ Construction contractor will prepare a Traffic Control Plan and will apply for the ROW permit from the City.
- ▶ Construction contractor will apply for the Construction Stormwater General permit from Ecology.
- ▶ Construction contractor will provide Construction Stormwater Pollution Prevention Plan (CSWPPP) for City and Ecology approval as a submittal.
- ▶ Fill and Grade and Building permit application submittal timelines will be coordinated with the City team.

Deliverables:

- ▶ Draft and final WQMP.
- ▶ Draft and final Maintenance and Monitoring Plan.
- ▶ Fill and Grade permit application form.
- ▶ Building permit application form.

Budget

This project budget represents our knowledge of the work already completed, best understanding of the requested project elements, and accompanying assumptions as detailed herein. For the scope of services described above, our total fee will be completed on a Time and Materials Basis, Not to Exceed Value as indicated in Table 1. This budget estimate is made based on the scope of services outlined above and is broken out per task below in Table 1 based on 2023 billing rates and the task schedule developed with City input.

Table 1. Project budget and schedule for Tasks 1 through 5.

TASK	TASK DESCRIPTION	ANTICIPATED SCHEDULE	COST
1	90% Design	September – November 2023	\$31,600
2	Final Design	December 2023 – February 2024	\$23,900
3	Bid Support	February 2024 – April 2024	\$6,400
4	Project Management and Coordination	September – April 2024	\$11,800
5	Regulatory Process Support	September – April 2024	\$9,700
Grand total			\$83,400



CITY COUNCIL

AGENDA BILL # AB23-0091

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

ITEM INFORMATION

SUBJECT: Waste Management – New Rate Structure	Agenda Date: September 25th, 2023		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		
	City Attorney		X
	City Clerk		X
	Finance Dept		
	PW/Utilities		
	Planning Dept		X
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: Workshop Presentation – 8/28/23	Planning Commission		
1 st review – 9/11/23	Civil Service Committee		
2 nd review – 9/25/23			

Staff Contact: Jessica Griess, City Clerk
Attachments: Third Amendment Contract and copy of CCR model

SUMMARY STATEMENT:
 Starting January 1st, 2024, King County will be restructuring the disposal rates to determine a fixed annual charge (FAC) for commercial hauler disposal of all garbage at the King County disposal facilities. This will be allocated on a proportionate basis to each jurisdiction within the King County Disposal System based on aggregate tons of garbage sent by the respective jurisdictions.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

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

*Data provided by King County, subject to change.

FAC Allocation Table*

2024 Fixed Annual Charge **\$22,614,181** Estimated Commercial
 2024 Per Ton FAC: **\$34.44**

Commercial Hauler	2020 - Tons	2021 - Tons	2022 - Tons
Republic	212,141	219,274	220,303
WM	252,874	259,892	268,126
Recology	121,628	128,549	136,624
Republic - Renton*	42,383	43,937	45,804
City of Enumclaw*	5,371	5,810	5,845
Town of Skykomish*	116	103	86
Waste Connections*	2,808	2,842	2,820
Total	637,323	660,407	679,608

*These hauler accounts serve only a single jurisdiction and do not need further allocation.

Allocations by Jurisdiction for Aggregated Haulers

Republic **\$7,330,641** Allocated FAC

Jurisdiction	2020 - Tons	2021 - Tons	2022 - Tons
Auburn	5,396	4,261	71
Beaux Arts	95	76	76
Bellevue	58,788	61,875	64,855
Black Diamond	1,620	1,982	2,059
Clyde Hill	966	952	911
Covington	8,315	8,698	8,945
Hunts Point	156	146	147
Issaquah	18	151	41
Kenmore	6,585	6,640	6,733
Kent	78,888	82,290	82,920
Lake Forest Park	3,304	3,320	3,403
Medina	950	960	976
Mercer Island	10	38	29
North Bend	4,149	4,444	4,363
Out of area	18	16	7
Out-of-Area	-	56	74
Sammamish	12,856	12,840	12,071
Sammamish Klahanie	2,819	2,761	2,713
Unincorporated - North	4,400	3,808	3,290
Unincorporated - South	27,176	28,086	29,020
Yarrow Point	290	283	250
Total	216,802	223,683	222,954

Waste Management

\$8,921,983 Allocated FAC

Jursidiction	2020 - Tons	2021 - Tons	2022 - Tons
Algona	1,656	2,174	2,246
Auburn	41,759	46,424	49,524
Bothell	2,481	904	616
Duvall	2,221	2,156	2,152
Federal Way	45,859	47,153	45,286
Kirkland	35,769	35,886	35,363
Newcastle	3,711	3,957	3,920
Normandy Park	2,166	2,240	2,109
Pacific	3,812	3,977	3,960
Redmond	31,588	31,771	31,099
Sammamish	126	80	19
Snoqualmie	4,966	4,820	4,662
Tukwila	27,399	28,334	28,194
Unincorporated - North	17,421	17,320	17,972
Unincorporated - South	25,321	25,883	23,507
Woodinville	12,826	11,520	10,051
Total	259,080	264,598	260,680

Recology

\$4,546,206 Allocated FAC

Jursidiction	2020 - Tons	2021 - Tons	2022 - Tons
Bothell	14,669	16,270	16,698
Burien	20,643	20,672	20,164
Carnation	899	806	844
Des Moines	12,648	12,684	12,921
Issaquah	17,713	17,899	18,382
Maple Valley	8,841	8,906	9,147
Mercer Island	6,693	6,730	6,565
SeaTac	21,201	24,428	29,917
Shoreline	18,225	18,124	18,948
Total	121,531	126,518	133,585

ial Tonnage - 2024

656,580

2020 - %	2021 - %	2022 - %
33.29%	33.20%	32.42%
39.68%	39.35%	39.45%
19.08%	19.47%	20.10%
6.65%	6.65%	6.74%
0.84%	0.88%	0.86%
0.02%	0.02%	0.01%
0.44%	0.43%	0.41%
100.00%	100.00%	100.00%

FAC Allocation	2024 Annual FAC
32.42%	\$7,330,641
39.45%	\$8,921,983
20.10%	\$4,546,206
6.74%	\$1,524,133
0.86%	\$194,500
0.01%	\$2,871
0.41%	\$93,847
100.00%	\$22,614,181

2020 - %	2021 - %	2022 - %
2.49%	1.91%	0.03%
0.04%	0.03%	0.03%
27.12%	27.66%	29.09%
0.75%	0.89%	0.92%
0.45%	0.43%	0.41%
3.84%	3.89%	4.01%
0.07%	0.07%	0.07%
0.01%	0.07%	0.02%
3.04%	2.97%	3.02%
36.39%	36.79%	37.19%
1.52%	1.48%	1.53%
0.44%	0.43%	0.44%
0.00%	0.02%	0.01%
1.91%	1.99%	1.96%
0.01%	0.01%	0.00%
0.00%	0.02%	0.03%
5.93%	5.74%	5.41%
1.30%	1.23%	1.22%
2.03%	1.70%	1.48%
12.54%	12.56%	13.02%
0.13%	0.13%	0.11%
100.00%	100.00%	100.00%

FAC Allocation	2024 Annual FAC
0.03%	\$2,325
0.03%	\$2,499
29.09%	\$2,132,409
0.92%	\$67,707
0.41%	\$29,941
4.01%	\$294,113
0.07%	\$4,844
0.02%	\$1,359
3.02%	\$221,370
37.19%	\$2,726,370
1.53%	\$111,891
0.44%	\$32,106
0.01%	\$946
1.96%	\$143,457
0.00%	\$225
0.03%	\$2,420
5.41%	\$396,903
1.22%	\$89,194
1.48%	\$108,184
13.02%	\$954,160
0.11%	\$8,217
100.00%	7,330,641

2020 - %	2021 - %	2022 - %
0.64%	0.82%	0.86%
16.12%	17.54%	19.00%
0.96%	0.34%	0.24%
0.86%	0.81%	0.83%
17.70%	17.82%	17.37%
13.81%	13.56%	13.57%
1.43%	1.50%	1.50%
0.84%	0.85%	0.81%
1.47%	1.50%	1.52%
12.19%	12.01%	11.93%
0.05%	0.03%	0.01%
1.92%	1.82%	1.79%
10.58%	10.71%	10.82%
6.72%	6.55%	6.89%
9.77%	9.78%	9.02%
4.95%	4.35%	3.86%
100%	100%	100%

FAC Allocation	2024 Annual FAC
0.86%	\$76,887
19.00%	\$1,694,985
0.24%	\$21,074
0.83%	\$73,642
17.37%	\$1,549,950
13.57%	\$1,210,325
1.50%	\$134,173
0.81%	\$72,197
1.52%	\$135,540
11.93%	\$1,064,378
0.01%	\$652
1.79%	\$159,552
10.82%	\$964,950
6.89%	\$615,120
9.02%	\$804,547
3.86%	\$344,011
100.00%	\$8,921,983

2020 - %	2021 - %	2022 - %
12.07%	12.86%	12.50%
16.99%	16.34%	15.09%
0.74%	0.64%	0.63%
10.41%	10.03%	9.67%
14.57%	14.15%	13.76%
7.27%	7.04%	6.85%
5.51%	5.32%	4.91%
17.44%	19.31%	22.40%
15.00%	14.33%	14.18%
100.00%	100.00%	100.00%

FAC Allocation	2024 Annual FAC
12.50%	\$568,268
15.09%	\$686,218
0.63%	\$28,734
9.67%	\$439,727
13.76%	\$625,584
6.85%	\$311,299
4.91%	\$223,408
22.40%	\$1,018,141
14.18%	\$644,827
100.00%	\$4,546,206

2024 Monthly Charge
\$610,886.8
\$743,498.6
\$378,850.5
\$127,011.1
\$16,208.3
\$239.3
\$7,820.6

2024 Est Tons	2024 FAC
212,838	7,330,641.50
259,041	8,921,982.92
131,995	4,546,205.87
44,252	1,524,133.29
5,647	194,499.51
83	2,871.23
2,725	93,846.69
656,580	22,614,181.00

Overall FAC %
6.74%
0.86%
0.01%
0.41%

2024 Monthly Charge
\$193.79
\$208.27
\$177,700.76
\$5,642.27
\$2,495.11
\$24,509.39
\$403.65
\$113.27
\$18,447.50
\$227,197.49
\$9,324.28
\$2,675.50
\$78.86
\$11,954.75
\$18.71
\$201.63
\$33,075.25
\$7,432.87
\$9,015.37
\$79,513.31
\$684.76

Overall FAC %
0.01%
0.01%
9.43%
0.30%
0.13%
1.30%
0.02%
0.01%
0.98%
12.06%
0.49%
0.14%
0.00%
0.63%
0.00%
0.01%
1.76%
0.39%
0.48%
4.22%
0.04%

2024 Est Tons	2024 FAC
259,041	8,921,983

2024 Monthly Charge
\$6,407.26
\$141,248.72
\$1,756.13
\$6,136.81
\$129,162.51
\$100,860.42
\$11,181.11
\$6,016.43
\$11,295.04
\$88,698.17
\$54.34
\$13,295.99
\$80,412.46
\$51,260.00
\$67,045.57
\$28,667.61

2024 Est Tons	2024 FAC
2,232	\$76,887.10
49,212	\$1,694,984.59
612	\$21,073.61
2,138	\$73,641.78
45,001	\$1,549,950.07
35,141	\$1,210,325.05
3,896	\$134,173.32
2,096	\$72,197.18
3,935	\$135,540.48
30,903	\$1,064,378.09
19	\$652.05
4,632	\$159,551.93
28,016	\$964,949.57
17,859	\$615,120.00
23,359	\$804,546.79
9,988	\$344,011.30

Overall FAC %
0.34%
7.50%
0.09%
0.33%
6.85%
5.35%
0.59%
0.32%
0.60%
4.71%
0.00%
0.71%
4.27%
2.72%
3.56%
1.52%

2024 Monthly Charge
\$47,355.69
\$57,184.86
\$2,394.48
\$36,643.89
\$52,131.96
\$25,941.61
\$18,617.37
\$84,845.05
\$53,735.58

Overall FAC %
2.51%
3.03%
0.13%
1.94%
2.77%
1.38%
0.99%
4.50%
2.85%

Current King County Solid Waste Division Proposal for 2024 Disposal Fees

Estimated per Ton Tip Fee:	\$150.83
2024 Allocated FAC for WM:	\$8,921,983
2024 Estimated Commercial Tonnage for WM:	259,041
City of Algona Estimated Commercial Tonnage:	2,232
Percentage Share of Estimated Commercial Tonnage:	0.86%
City Share of Fixed Charge for 2024:	\$76,887
2024 Fixed Annual Charge per ton equivalent:	\$34.44
<hr/> Composite Per Ton MSW Disposal Fee in 2024:	<hr/> \$185.27
2023 Tip Fee	\$168.68
% Increase in the Composite Tip Fee	<u>9.8%</u>

City of Algona

Exhibit B

Service Rate Schedule

Sample Rates - King County FAC - Subject to change, Rates for illustrative purposes only.

Service component CPI increase to be revised at a later date per contract terms.

2022 Disposal	\$ 154.02		2023 Disposal	\$ 168.68	
2023 Disposal	\$ 168.68	9.518%	2024 Disposal	\$ 185.27	9.835%
B&O	1.75%		B&O	1.75%	
CPI	0.00%		CPI	0.00%	

	lbs./ <u>Customer</u>	<u>Rates Effective</u> 01/01/2023			<u>Rates Effective</u> 01/01/2024		
		<u>Disposal</u>	<u>Service</u>		<u>Disposal</u>	<u>Service</u>	
<u>Single Family Garbage Service*</u> (includes 1-64 gallon Recycle Cart, EOW service)							
35 gal. Cart 1x per month service	23.59	\$ 1.98	\$ 18.91	\$20.89	\$ 2.17	\$ 18.91	\$21.08
20 gal. Mini-cart weekly service	11.79	\$ 4.32	\$ 17.34	\$21.66	\$ 4.75	\$ 17.34	\$22.09
35 gal. Cart weekly service	18.87	\$ 6.91	\$ 25.88	\$32.79	\$ 7.60	\$ 25.88	\$33.48
64 gal. Cart weekly service	37.74	\$ 13.87	\$ 34.67	\$48.54	\$ 15.25	\$ 34.67	\$49.92
96 gal. Cart weekly service	56.61	\$ 20.82	\$ 38.76	\$59.58	\$ 22.90	\$ 38.76	\$61.66
Garbage Extras (32gal. Equivalent)	18.87	\$ 1.56	\$ 8.64	\$10.20	\$ 1.71	\$ 8.64	\$10.35
Extra Recycling Cart (64 gallon, contractor provided)				\$2.44			\$2.44
Cart Delivery Service (new, replacement or redelivered carts)				\$22.73			\$22.73
Carry-out/roll-out service				\$2.96			\$2.96
<u>Compostables Service (EOW Service)*</u>							
35, 64, or 96 gal. Cart (96 gal. default size)				\$11.77			\$11.77
Compostables Extras (32gal. Equivalent)				\$6.43			\$6.43
* Senior discount of 10% on the above rates							

City of Algona

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Service component CPI increase to be revised at a later date per contract terms.

2022 Disposal	\$ 154.02		2023 Disposal	\$ 168.68	
2023 Disposal	\$ 168.68	9.518%	2024 Disposal	\$ 185.27	9.835%
B&O	1.75%		B&O	1.75%	
CPI	0.00%		CPI	0.00%	

Customer	lbs./	Rates Effective 01/01/2023			Rates Effective 01/01/2024		
		Disposal	Service		Disposal	Service	
<u>Multi-Family & Commercial Permanent Garbage Service</u> (includes 2-96 gallon <i>Recycle Carts, EOW service</i>)							
35 gal. Cart weekly service */**	22.02	\$ 8.08	\$ 26.05	\$34.13	\$ 8.88	\$ 26.05	\$34.93
64 gal. Cart weekly service */**	40.27	\$ 14.80	\$ 27.55	\$42.35	\$ 16.28	\$ 27.55	\$43.83
96 gal. Cart weekly service */**	60.40	\$ 22.22	\$ 30.31	\$52.53	\$ 24.44	\$ 30.31	\$54.75
1 yard weekly service */**	127.10	\$ 46.79	\$ 98.27	\$145.06	\$ 51.47	\$ 98.27	\$149.74
1.5 yard weekly service */**	190.65	\$ 70.19	\$ 137.32	\$207.51	\$ 77.21	\$ 137.32	\$214.53
2 yard weekly service */**	254.20	\$ 93.61	\$ 184.10	\$277.71	\$ 102.97	\$ 184.10	\$287.07
3 yard weekly service */**	381.30	\$ 140.42	\$ 235.39	\$375.81	\$ 154.47	\$ 235.39	\$389.86
4 yard weekly service */**	508.40	\$ 187.23	\$ 306.93	\$494.16	\$ 205.96	\$ 306.93	\$512.89
6 yard weekly service */**	762.60	\$ 280.86	\$ 423.66	\$704.52	\$ 308.96	\$ 423.66	\$732.62
8 yard weekly service */**	1,016.80	\$ 374.48	\$ 533.58	\$908.06	\$ 411.95	\$ 533.58	\$945.53
* Extra Lift: Additional service on scheduled pickup day while driver is on site. Rate is calculated by dividing monthly service rate by number of pickups in a month (4.333).							
** Extra Service: Additional service on a non-scheduled pickup day requiring a specially dispatched driver. Rate is calculated by dividing monthly service rate by number of pickups in a month (4.333) plus return trip fee (Current UTC rate).							
Garbage Extras per yard	127.10	\$ 10.79	\$ 14.02	\$24.81	\$ 11.86	\$ 14.02	\$25.88
Garbage Extras (32gal. Equivalent)	22.02	\$ 1.84	\$ 5.58	\$7.42	\$ 2.02	\$ 5.58	\$7.60
Extra Recycle Cart (96 gallon, contractor provided; limit 2 extras)				\$3.03			\$3.03

City of Algona

Exhibit B

Service Rate Schedule

Sample Rates - King County FAC - Subject to change, Rates for illustrative purposes only.

Service component CPI increase to be revised at a later date per contract terms.

2022 Disposal	\$ 154.02		2023 Disposal	\$ 168.68	
2023 Disposal	\$ 168.68	9.518%	2024 Disposal	\$ 185.27	9.835%
B&O	1.75%		B&O	1.75%	
CPI	0.00%		CPI	0.00%	

Customer	lbs./	Rates Effective 01/01/2023			Rates Effective 01/01/2024		
		Disposal	Service		Disposal	Service	
<u>Commercial Temporary Garbage Service</u> (includes service & disposal)							
1 yard (per pick-up)	127.10	\$ 10.79	\$ 19.63	\$30.42	\$ 11.86	\$ 19.63	\$31.49
1.5 yard (per pick-up)	190.65	\$ 16.18	\$ 27.66	\$43.84	\$ 17.79	\$ 27.66	\$45.45
2 yard (per pick-up)	254.20	\$ 21.57	\$ 37.25	\$58.82	\$ 23.72	\$ 37.25	\$60.97
3 yard (per pick-up)	381.30	\$ 32.38	\$ 48.08	\$80.46	\$ 35.62	\$ 48.08	\$83.70
4 yard (per pick-up)	508.40	\$ 43.19	\$ 62.71	\$105.90	\$ 47.51	\$ 62.71	\$110.22
6 yard (per pick-up)	762.60	\$ 64.80	\$ 85.20	\$150.00	\$ 71.28	\$ 85.20	\$156.48
8 yard (per pick-up)	1,016.80	\$ 86.38	\$ 105.94	\$192.32	\$ 95.02	\$ 105.94	\$200.96
Delivery, 1 -8 yard				\$29.35			\$29.35
Temp. Rent, 1-4 yard per day				\$2.71			\$2.71
Temp. Rent, 6 yard per day				\$4.12			\$4.12
Temp. Rent, 8 yard per day				\$4.87			\$4.87
<u>Haul Rates</u>							
10 - 50 yard, non-compacted (per haul)				\$134.67			\$134.67
10 - 50 yard, temporary (per haul)				\$167.41			\$167.41
10 - 50 yard, compacted (per haul)				\$198.95			\$198.95
Delivery, 10 - 50 yard				\$71.42			\$71.42
Hourly rate (tandem axle)				\$192.24			\$192.24
Hourly rate - extra man				\$83.56			\$83.56
<u>Permanent Monthly Rent</u>							
10 yard				\$127.70			\$127.70
15 yard				\$137.60			\$137.60
20 yard				\$143.17			\$143.17
25 yard				\$133.65			\$133.65
30 yard				\$158.69			\$158.69
40 yard				\$174.16			\$174.16
<u>Temporary Rent</u>							
10 - 40 yard (per day)				\$15.15			\$15.15
Roll-Off Disposal (15% markup on King County disposal fee)				\$193.98			\$213.06

**CITY OF ALGONA
RESOLUTION NO. 1262-23**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, APPROVING AND AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO THE CITY’S CONTRACT FOR SOLID WASTE SERVICES WITH WASTE MANAGEMENT OF WASHINGTON, INC.

WHEREAS, on July 12, 2016, the City Council passed Resolution No. 1146-16, approving and authorizing the Mayor’s execution of a Contract for Solid Waste Services (“Contract”) with Waste Management of Washington, Inc. (“Waste Management”); and

WHEREAS, the Contract was dated July 12, 2016, and was subsequently amended by mutually executed Letters of Understanding dated November 1, 2016, and July 12, 2017, respectively; and

WHEREAS, Waste Management has requested a further amendment of the Contract in order to reflect pending increases in applicable King County disposal fees for solid waste that will take effect January 1, 2024, and to set forth the methodology for allocating and invoicing such fees to solid waste customers within the City; and

WHEREAS, in order to effectuate said changes, the City Council desires to approve the proposed Third Amendment to the Contract as attached hereto;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval of Third Amendment to Contract for Solid Waste Services; Execution Authority. The City Council hereby approves the Third Amendment to the July 12, 2016, Contract for Solid Waste Services between the City of Algona, Washington and Waste Management of Washington, Inc. substantially in the form provided in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full. The Mayor is hereby authorized to execute said Third Amendment on behalf of the City, inclusive of any minor revisions deemed reasonably necessary and desirable by the Mayor.

Section 2. Effective Date. This resolution shall take effect immediately upon passage.

PASSED by the City Council of the City of Algona, at its regular meeting thereof this _____ day of _____, 2023.

CITY OF ALGONA, WASHINGTON

Troy Linnell, Mayor

ATTEST:

Jessica Griess
City Clerk/Treasurer

Exhibit A

THIRD AMENDMENT TO CONTRACT FOR SOLID WASTE SERVICES

This THIRD AMENDMENT TO THE CONTRACT FOR SOLID WASTE SERVICES (this “Amendment”) is entered into as of June XX, 2023, by and between the City of Algona, a municipal corporation of the State of Washington (“City”) and Waste Management of Washington, Inc. (“Contractor”). City and Contractor shall each be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Contract for Solid Waste Services as of July 12, 2023, as amended by those certain Letters of Understanding dated November 1, 2016 and July 12, 2017 (the “Contract”);

WHEREAS, Section 8.1.2 of the Contract provides for periodic adjustments to the disposal fee component of Contractor’s rates to reflect increases in King County disposal fees for solid waste;

WHEREAS, as of January 1, 2024, King County (“County”) will be restructuring its disposal rates to determine a fixed annual charge (“FAC”) for commercial hauler disposal of all Garbage at the King County disposal facilities, which will be allocated on a proportionate basis to each jurisdiction within the King County Disposal System based on the total aggregate tons of Garbage sent by the respective jurisdictions;

WHEREAS, Garbage from the City is sent to the King County Disposal System and will therefore receive an allocation of the FAC annually;

WHEREAS, the Contractor shall be responsible for billing the FAC as a disposal charge to Customers and remitting the FAC to the County;

WHEREAS, the Parties desire to amend the Contract to describe the Composite Commercial Rate (“CCR”) methodology the Contractor will use to annually allocate and invoice the FAC and the County commercial hauler tipping fee (“County Tipping Fee”) to Customers;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, the Parties hereby agree as follows:

AGREEMENT

- 1. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings set forth in the Contract.
- 2. Section 8.1.2, Pass Through Adjustment to Disposal Component. Section 8.1.2 shall be deleted and replaced in its entirety with the following:

8.1.2 Pass Through Adjustment to Disposal Component. As of January 1, 2024, the Contractor shall annually adjust the disposal fee component of rates to reflect increases or decreases in the County Tipping Fee and King County Fixed Annual Charge (“FAC”). The Contractor shall utilize the Annual Composite Commercial Rate (“Annual CCR”) methodology to annually adjust the disposal fee component of Customer rates to incorporate the FAC as follows:

- a. On or before September 1st of each year, the County shall notify the City and Contractor of the County Tipping Fee, FAC, and estimated commercial Garbage tonnage for the next calendar year. The FAC shall be divided by the County's estimated commercial Garbage tonnage which shall be expressed as a per-ton charge (the "Per-Ton FAC").
- b. The Per-Ton FAC shall be added to the County Tipping Fee that will be applicable during the next year, the sum of which shall be the Annual CCR for each ton of City Garbage during the next year.
- c. Adjustments to the disposal fee component of rates charged to Customers shall be based on percentage increase or decrease in the Annual CCR from the previous year, and further adjusted by the excise tax on the change in the disposal fee component.

Specific examples of rate modifications due to Consumer Price Index and Annual CCR are provided in Exhibit E.

Adjustments to the disposal fee component shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

On or before October 1st of each year, the Contractor shall submit to the City for review and approval a Rate Adjustment Statement, calculating the new rates and the Annual CCR for the next year. Notwithstanding the foregoing, in the event that the County notifies the City and the Contractor of the County Tipping Fee, FAC, and estimated commercial Garbage tonnage for the next calendar year after September 1st, the Contractor shall submit to the City for review and approval a Rate Adjustment Statement no later than thirty (30) days after receipt of such notice from the County. The City shall have thirty (30) days to approve or disapprove the calculations. If the City disapproves the Contractor's calculations, the Parties shall meet immediately thereafter to resolve any disagreement as to the correct calculation of the rate adjustment under subsection (b) above or the Annual CCR. Upon approval of the calculations, the Contractor shall provide 45 days' notice of the new rates to its Customers, and the new rates shall be effective (i) on January 1st, or (ii) on the first day of the calendar month following the end of the 45-day notice period, whichever is later. Any delays in City approval or disapproval shall not be cause for a delay in implementation of the new rates and the Annual CCR.

The business and occupation tax shall be applied to King County disposal fees.

The disposal fee component of Contractor's rates set forth in Exhibit B (as adjusted hereunder) shall be automatically adjusted to reflect increases in tip fees for compostables."

- 3. Exhibit B, Service Rate Schedule. The line item "Roll-Off Disposal (15% markup on King County disposal fee)" on Exhibit B shall be deleted and replaced in its entirety with the following:

"The Contractor shall invoice drop-box container Garbage Customers the Annual CCR (as described in Section 8.1.2) based on the applicable Container weight increased by fifteen percent (15.0%)."

- 4. Exhibit E: Rate Modification Examples. Attachment A to this Amendment shall be added to the Contract as Exhibit E.
- 5. Entire Agreement; Full Force and Effect. This Amendment constitutes the entire agreement between the City and the Contractor, and there are no promises, conditions, terms, obligations, statements or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by both Parties. Except as otherwise provided herein, all other terms and provision of the Contract shall remain in full force and effect.
- 6. Counterparts. Signatures may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed valid execution of this Contract and binding on the Parties.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

WASTE MANAGEMENT OF WASHINGTON, INC.

CITY OF ALGONA

By: _____
Name: Jason S. Rose
Its: President

By: _____
Name:
Its:

Attested By: _____
Name:
Its:

Approved as to Form
By: _____
Name:
Its:

ATTACHMENT A

EXHIBIT E: RATE MODIFICATION EXAMPLES

Collection Component Adjustment

The collection component listed in Exhibit D will be increased or decreased by the amount of the CPI change: $NCC = PCC \times [1 + \frac{(nCPI - oCPI)}{oCPI}]$

Where

NCC	=	The new collection charge component of the Customer rate for a particular service level
PCC	=	The previous collection charge component of the Customer rate for a particular service level
nCPI	=	The most recent CPI value
oCPI	=	The previous period's CPI value

Using a collection

component rate of \$15.00 as an example, if the previous CPI is 143.2, the new CPI is 149.3 the collection component of the rate will increase from \$ 15.00 to \$ 15.64 on January 1, 2024.

New Collection Component = $\$15.00 \times [1 + \frac{(149.3 - 143.2)}{143.2}] = \mathbf{\$15.64}$

Annual CCR Component Adjustment

The Annual CCR component of the Customer charges listed in Exhibit B reflects the combination of the Per-Ton FAC and the County Tipping Fee. Any increase or decrease in the Annual CCR will not become effective until the new Annual CCR charges become effective and are actually charged to the Contractor. The Annual CCR component of each service level will be adjusted as follows:

Step 1: $nFAC = FAC / TONS$

Step 2: $nCCR = nFAC + NTF$

Step 3: $A = ODC \times (nCCR / oCCR)$

Step 4: $NDC = A + [(A-ODC) \times CETR]$

nFAC	=	The new Per-Ton FAC
FAC	=	The new overall King County FAC
TONS	=	The King County estimated commercial garbage tonnage for the upcoming year
nCCR	=	The new Annual CCR for the upcoming year, dollars per ton
NTF	=	The new County Tipping Fee, dollars per ton

Where

A	=	The new pre-excise tax adjusted Annual CCR component
ODC	=	The old Annual CCR component of the Customer rate for a particular service level;
oCCR	=	The old Annual CCR, dollars per ton
NDC	=	The new Annual CCR component of the Customer rate for a particular service level
CETR	=	Current excise tax rate (the current State excise tax rate; 0.0175 used for this example).

For example, using an arbitrary one 35-gallon cart rate of \$20.00 per month with a collection component of \$15.00 and a disposal component of \$5.00:

If the 2024 King County FAC is \$22,614,181 and the estimated 2024 tonnage is 656,580, then the new Per-Ton FAC would be \$34.44. If the new County Tipping Fee is \$150.83 per ton, then the new Annual CCR would be \$185.27 per ton starting January 1, 2024.

If the old disposal component is \$5.00, the old Annual CCR is \$168.68 per ton, and the State Excise Tax rate is 1.75%, the new Annual CCR component of the Customer rate will be \$5.50.

$$\text{New Per-Ton FAC} = \$22,614,181 / 656,580 = \$34.44 \text{ per ton}$$

$$\text{New Annual CCR} = \$34.44 + \$150.83 = \$185.27 \text{ per ton}$$

$$\text{New Pre-Excise Tax Adjusted Annual CCR Component} = \$5.00 \times (\$185.27 / \$168.68) = \$5.49$$

$$\text{New Annual CCR Component} = \$5.49 + [(\$5.49 - \$5.00) \times 1.75\%] = \mathbf{\$5.50}$$

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside would be \$15.64 plus \$5.50, equaling \$21.14 per month.

ATTACHMENT B

EXHIBIT B - SERVICE RATE SCHEDULE

City of Algona	2022 Disposal	\$ 154.02		2023 Disposal	\$ 168.68	
	2023 Disposal	\$ 168.68	9.518%	2024 Disposal	\$ 185.27	9.835%
<i>Sample Rates - King County FAC - Subject to change, Rates for illustrative purposes only. Service component CPI increase to be revised at a later date per contract terms.</i>						
	B&O	1.75%		B&O	1.75%	
	CPI	0.00%		CPI	0.00%	
<u>Single Family Garbage Service*</u> (includes 1-64 gallon Recycle Cart, EOW service)	Disposal	Service	Rates Effective 01/01/2023	Disposal	Service	Rates Effective 01/01/2024
35 gal. Cart 1x per month service	\$ 1.98	\$ 18.91	\$20.89	\$ 2.17	\$ 18.91	\$21.08
20 gal. Mini-cart weekly service	\$ 4.32	\$ 17.34	\$21.66	\$ 4.75	\$ 17.34	\$22.09
35 gal. Cart weekly service	\$ 6.91	\$ 25.88	\$32.79	\$ 7.60	\$ 25.88	\$33.48
64 gal. Cart weekly service	\$ 13.87	\$ 34.67	\$48.54	\$ 15.25	\$ 34.67	\$49.92
96 gal. Cart weekly service	\$ 20.82	\$ 38.76	\$59.58	\$ 22.90	\$ 38.76	\$61.66
Garbage Extras (32gal. Equivalent)	\$ 1.56	\$ 8.64	\$10.20	\$ 1.71	\$ 8.64	\$10.35
Extra Recycling Cart (64 gallon, contractor provided)			\$2.44			\$2.44
Cart Delivery Service (new, replacement or redelivered carts)			\$22.73			\$22.73
Carry-out/roll-out service			\$2.96			\$2.96
<u>Compostables Service (EOW Service)*</u>						
35, 64, or 96 gal. Cart (96 gal. default size)			\$11.77			\$11.77
Compostables Extras (32gal. Equivalent)			\$6.43			\$6.43
<i>* Senior discount of 10% on the above rates</i>						

<u>Multi-Family & Commercial Permanent Garbage Service</u> (includes 2-96 gallon Recycle Carts, EOW service)	Disposal	Service	Rates Effective 01/01/2023	Disposal	Service	Rates Effective 01/01/2024
35 gal. Cart weekly service */**	\$ 8.08	\$ 26.05	\$34.13	\$ 8.88	\$ 26.05	\$34.93
64 gal. Cart weekly service */**	\$ 14.80	\$ 27.55	\$42.35	\$ 16.28	\$ 27.55	\$43.83
96 gal. Cart weekly service */**	\$ 22.22	\$ 30.31	\$52.53	\$ 24.44	\$ 30.31	\$54.75
1 yard weekly service */**	\$ 46.79	\$ 98.27	\$145.06	\$ 51.47	\$ 98.27	\$149.74
1.5 yard weekly service */**	\$ 70.19	\$ 137.32	\$207.51	\$ 77.21	\$ 137.32	\$214.53
2 yard weekly service */**	\$ 93.61	\$ 184.10	\$277.71	\$ 102.97	\$ 184.10	\$287.07
3 yard weekly service */**	\$ 140.42	\$ 235.39	\$375.81	\$ 154.47	\$ 235.39	\$389.86
4 yard weekly service */**	\$ 187.23	\$ 306.93	\$494.16	\$ 205.96	\$ 306.93	\$512.89
6 yard weekly service */**	\$ 280.86	\$ 423.66	\$704.52	\$ 308.96	\$ 423.66	\$732.62
8 yard weekly service */**	\$ 374.48	\$ 533.58	\$908.06	\$ 411.95	\$ 533.58	\$945.53
* Extra Lift: Additional service on scheduled pickup day while driver is on site. Rate is calculated by dividing monthly service rate by number of pickups in a month (4.333).						
pickup day requiring a specially dispatched driver. Rate is calculated by dividing monthly service rate by number of pickups in a month (4.333) plus return trip fee (Current UTC						
Garbage Extras per yard	\$ 10.79	\$ 14.02	\$24.81	\$ 11.86	\$ 14.02	\$25.88
Garbage Extras (32gal. Equivalent)	\$ 1.84	\$ 5.58	\$7.42	\$ 2.02	\$ 5.58	\$7.60
Extra Recycle Cart (96 gallon, contractor provided; limit 2 extras)			\$3.03			\$3.03

<i>Commercial Temporary Garbage Service</i> (includes service & disposal)	Disposal	Service	Rates Effective 01/01/2023	Disposal	Service	Rates Effective 01/01/2024
1 yard (per pick-up)	\$ 10.79	\$ 19.63	\$30.42	\$ 11.86	\$ 19.63	\$31.49
1.5 yard (per pick-up)	\$ 16.18	\$ 27.66	\$43.84	\$ 17.79	\$ 27.66	\$45.45
2 yard (per pick-up)	\$ 21.57	\$ 37.25	\$58.82	\$ 23.72	\$ 37.25	\$60.97
3 yard (per pick-up)	\$ 32.38	\$ 48.08	\$80.46	\$ 35.62	\$ 48.08	\$83.70
4 yard (per pick-up)	\$ 43.19	\$ 62.71	\$105.90	\$ 47.51	\$ 62.71	\$110.22
6 yard (per pick-up)	\$ 64.80	\$ 85.20	\$150.00	\$ 71.28	\$ 85.20	\$156.48
8 yard (per pick-up)	\$ 86.38	\$ 105.94	\$192.32	\$ 95.02	\$ 105.94	\$200.96
Delivery, 1 -8 yard			\$29.35			\$29.35
Temp. Rent, 1-4 yard per day			\$2.71			\$2.71
Temp. Rent, 6 yard per day			\$4.12			\$4.12
Temp. Rent, 8 yard per day			\$4.87			\$4.87
<u>Haul Rates</u>						
10 - 50 yard, non-compacted (per haul)			\$134.67			\$134.67
10 - 50 yard, temporary (per haul)			\$167.41			\$167.41
10 - 50 yard, compacted (per haul)			\$198.95			\$198.95
Delivery, 10 - 50 yard			\$71.42			\$71.42
Hourly rate (tandem axle)			\$192.24			\$192.24
Hourly rate - extra man			\$83.56			\$83.56

<u>Commercial Temporary Garbage Service</u> (includes service & disposal)	Disposal	Service	Rates Effective 01/01/2023	Disposal	Service	Rates Effective 01/01/2024
<u>Permanent Monthly Rent</u>						
10 yard			\$127.70			\$127.70
15 yard			\$137.60			\$137.60
20 yard			\$143.17			\$143.17
25 yard			\$133.65			\$133.65
30 yard			\$158.69			\$158.69
40 yard			\$174.16			\$174.16
<u>Temporary Rent</u>						
10 - 40 yard (per day)			\$15.15			\$15.15
Roll-Off Disposal (15% markup on King County disposal fee)			\$193.98			\$213.06



CITY COUNCIL

AGENDA BILL # AB23-0093

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

ITEM INFORMATION

SUBJECT: King County Re+ Grant Agreement	Agenda Date: September 25th, 2023		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		
	City Attorney		X
	City Clerk		X
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 st review – 9/25/23	Planning Commission		
	Civil Service Committee		

Staff Contact: Jessica Griess, City Clerk
Attachments: King County Agreement; Scope of Work

SUMMARY STATEMENT:
 This grant agreement is for the \$25,000 Re+ grant. The funds are for the Recycling Voucher and Education program starting October 1st.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

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

INTERAGENCY AGREEMENT FOR THE 2023-2024 RE+ CITY GRANT PROGRAM**Between****KING COUNTY and the CITY OF ALGONA**

This Agreement for Award of Re+ Grant Funds (“Agreement”) is executed between King County, a charter county and political subdivision of the State of Washington, acting through its Department of Natural Resources, Solid Waste Division, and the City of Algona, a municipal corporation of the State of Washington, hereinafter referred to as “County” and “City” respectively. Collectively, the County and City will be referred to as “Party” or “Parties.”

1. RECITALS

1.1 In 2022, King County launched the Re+ initiative to reinvent the region’s waste system to keep materials in use longer and reduce greenhouse gas emissions. The City of Algona signed onto the Re+ Pledge affirming their support and collaboration towards the shared vision that Re+ represents. The County developed the Re+ City Grant Program, as authorized in King County Code 10.14.025, to support Cities’ efforts to invest in, develop, and deliver on projects that help create a more circular economy, where waste is minimized, materials are kept in use longer, and natural systems are regenerated. Cities that operate under the Solid Waste Comprehensive Management Plan that have signed the Re+ Pledge are eligible to apply for this competitive funding.

1.2 King County has developed the criteria for program eligibility in the Grant Guidelines, attached hereto and incorporated herein as Exhibit A. King County has received a proposed scope of work and budget from the City and has determined that the scope of work and budget, attached hereto and incorporated herein as Exhibit B, are consistent with the Re+ Program and with the Grant Guidelines.

1.3 King County and the City desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide an award of Re+ City Grant Program funding to the City subject to the budget approval process of the King County Council.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties hereby agree to the terms and conditions as follows:

2. AWARD OF GRANT; CONDITIONS OF GRANT

2.1 The Recitals are an integral part of this Agreement and are incorporated herein by this reference.

2.2 King County agrees to grant the City an award of Re+ City Grant Program funds not to exceed \$25,000.00 (the “Award”) on a reimbursement basis as described in Section 2.4. The Award shall be used by the City solely for the performance of the activities described in this Agreement.

2.3 The City shall use the grant of Re+ City Grant Program funds to provide waste reduction and recycling programs and/or services as outlined in Exhibit B. The total amount of funds available from this grant in 2023 and 2024 shall not exceed **\$25,000.00**.

2.4 This Agreement provides for distribution of 2023 and 2024 grant funds to the City. Reimbursement for activities carried out and expenses incurred by the City may predate the execution date of this Agreement provided that a) the activities occurred after the City accepts the County’s award notification in writing; b) the activities have been identified by the City as being within the Grant Guidelines, attached herein as Exhibit A, and Scope of Work, attached herein as Exhibit B; b) the expenses are incurred in carrying out the Scope of Work and are authorized by this Award; and c) such activities and expenses otherwise comply with all other terms of this Agreement. Reimbursements shall be paid to the City only after this Agreement has been fully executed.

2.5 During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports to the County in a form determined by the County. Reports must be signed by a City official. These reports will include:

- a. a completed progress report, which is attached hereto as Exhibit C and incorporated herein by reference; and
- b. reimbursement requests with both a Budget Summary Report Form, which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form, which is attached hereto as Exhibit E and incorporated herein by reference, unless The City has a spreadsheet similar to the Expense Summary Form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. The City shall maintain this documentation in its records.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 31), except for the final progress report and request for reimbursement, which shall be due by March 21, 2025.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by March 15, 2024 and March 21, 2025.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2024 and January 2025, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

2.6 If the City accepts funding through this grant program for the provision of waste reduction and recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.

2.7 Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit B, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit B.

2.8 The City shall be responsible for following all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.

2.9 During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.

2.10 During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

2.11 The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.

2.12 The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review, or audit by the County and/or by federal or state officials as so authorized by law.

2.13 The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2025.

2.14 The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County’s name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: “artwork provided courtesy of King County Solid Waste Division” and/or “text provided courtesy of King County Solid Waste Division.”

2.15 The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the Re+ City Grant Program. The City agrees to recognize King County on all printed materials developed or purchased using Re+ City Grant Program funds. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the materials.

2.16 The City will provide the King County Project Manager with the date and location of each Re+ City Grant Program-funded event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City’s event, the City is exempt from having to provide the brochure to King County.

2.17 This project shall be administered on the City’s behalf by Jessica Griess, City Clerk, or designee.

2.18 The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City’s name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: “artwork provided courtesy of the City of Algona” and/or “text provided courtesy of the City of Algona.”

2.19 The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.

2.20 The Re+ City Grant Program shall be administered on King County’s behalf by Annie DeCosta-Klipa, Project Manager, King County Solid Waste Division, or designee.

3. DURATION OF AGREEMENT

This Agreement shall become effective on the date of execution of the Agreement by both the County and the City, and shall terminate on June 30, 2025. The City shall not incur any new charges after December 31, 2024. However, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between the City’s acceptance of the award notification from the County to the City in writing, and the later execution of the Agreement provided that the City complies with the reporting requirements of Section 2.4 of the Agreement.

4. TERMINATION

4.1. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.

4.2. King County may also terminate this Agreement, in whole or in part, for lack of appropriation, upon thirty (30) days prior written notice to the City. In accordance with King County Code 4A.100.070, if King County terminates this Agreement for non-appropriation, then King County's costs associated with such termination, if any, shall not exceed the appropriation for the biennium in which termination occurs.

4.3 This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section 3 upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant-related reports, invoices, or statements as specified in Section 2.5 and Section 2.7

4.4 If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.

4.5 Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

5 AMENDMENTS

This Agreement may be amended only by written agreement of the Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Amendments will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope. Funds may be moved between tasks in the scope of work, attached as Exhibit B, upon written notification by the City to King County and written approval by the County.

6 HOLD HARMLESS AND INDEMNIFICATION

The City agrees to indemnify, defend and hold harmless King County, and its elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature arising out of, in connection with, or incident to any acts or omissions of the City, its employees, agents, contractors or subcontractors in performing its obligations under this Agreement, except of the County's sole negligence.

The City's obligations under this section shall include, but not be limited to all of the following: (i) The duty to promptly accept tender of defense and provide defense to the County with legal counsel acceptable to the County and at the City's own expense; (ii) Indemnification of claims made by the City's own employees or agents; and (iii) Waiver of the City's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the County, which waiver has been mutually negotiated by the Parties. In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from The City. The provisions of this Section 6 shall survive the expiration, abandonment, or termination of this Agreement.

7 INSURANCE

7.1 The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on the City's behalf pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit F, unless Section 7.2 applies.

7.2 If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgment of self-insurance is attached to this Agreement as Exhibit F.

7.3 If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA) or the Association of Washington Cities (AWC) Risk Management Service Agency risk pool, a written acknowledgment/certification of current membership is attached to this Agreement as Exhibit F.

8. ENTIRE CONTRACT; NO WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and the City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

9. TIME IS OF THE ESSENCE

The County and the City recognize that time is of the essence in the performance of this Agreement. The Scope of Work set forth in Exhibit B shall be completed by the City no later December 31, 2024. In the event that the Scope of Work is not completed by this date, then King County shall retain any unexpended Award funds.

10. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

11 NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Annie DeCosta Klipa, Project Manager, or a provided designee
King County Solid Waste Division
Department of Natural Resources and Parks
adecostaklipa@kingcounty.gov

If to the City:

Jessica Griess, City Clerk, or a provided designee
City of Algona
200 Washington Blvd
Algona, WA 98001

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City of Algona

Troy Linnell, Mayor Pro Tem
City of Algona

Date

King County

BY _____
Pat D. McLaughlin, Director
Solid Waste Division

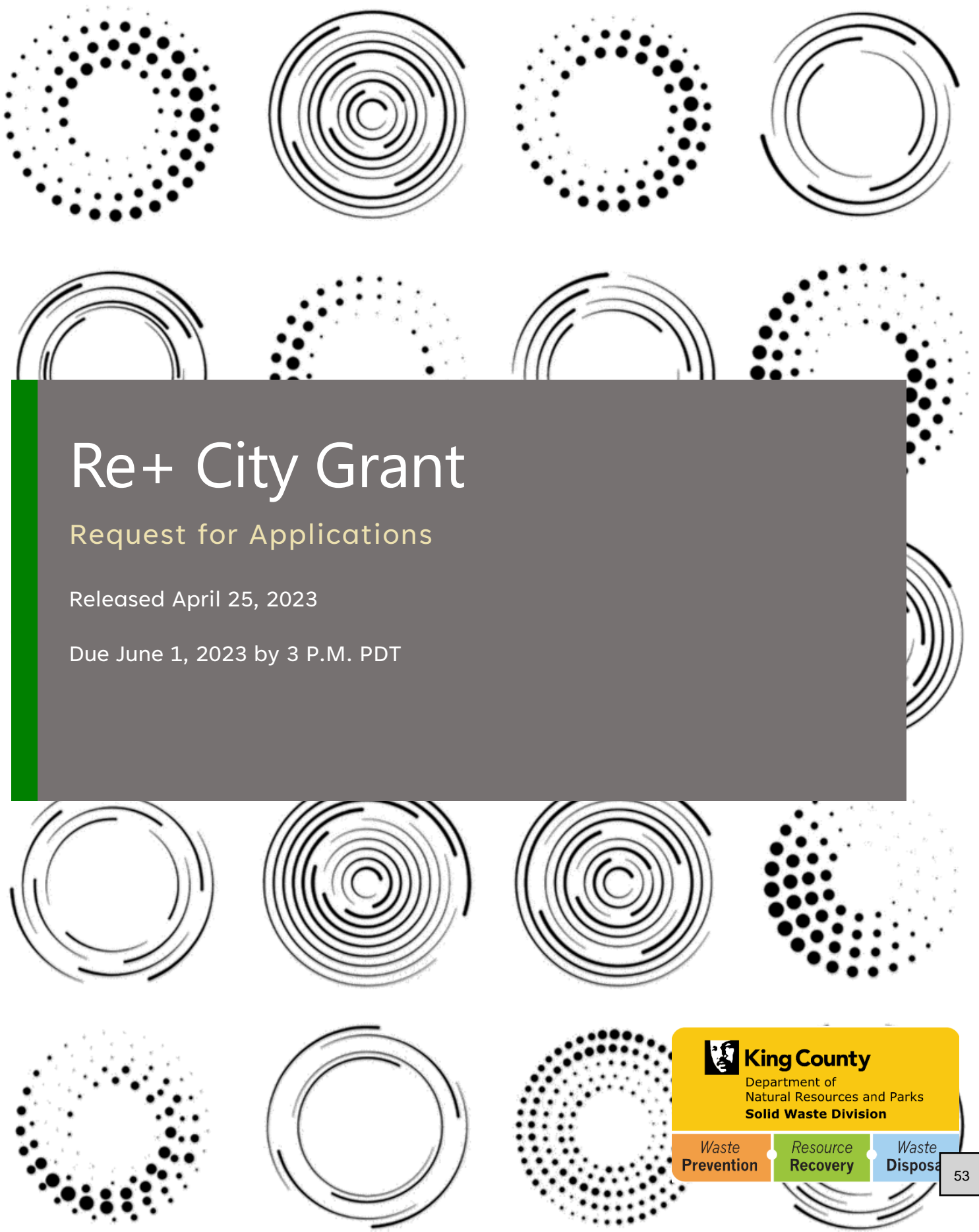
For Dow Constantine, King County Executive

Date



Reducing single use items. Reusing everything that can be. Recycling what's left. Renewing communities. Rethinking what's possible. **Recycling**

Section 9, Item D.



Re+ City Grant

Request for Applications

Released April 25, 2023

Due June 1, 2023 by 3 P.M. PDT



King County

Department of
Natural Resources and Parks
Solid Waste Division

Waste
Prevention

Resource
Recovery

Waste
Disposal



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II. Request for applications

Release Date:	April 25, 2023
Due Date:	June 1, 2023 by 3:00 p.m. PDT
Contact	circulargrants@kingcounty.gov
Funding:	Up to \$50,000 per grant (\$100,000 for joint-city proposals) will be awarded from a total budget of \$300,000 in King County Solid Waste Division funding.

Re+ City Grant Information Session:
 Tuesday, May 2, 2023 from 3-4 p.m. PDT

<https://us06web.zoom.us/j/89616566652?pwd=czdXaWVQcXVpZHA1ZzExSEhDUGQ3Zz09>

Meeting ID: 896 1656 6652
 Passcode: 489517
 One tap mobile
 +12532050468,,89616566652#,,,,*489517# US
 +12532158782,,89616566652#,,,,*489517# US (Tacoma)

Submitting an application

Proposals will be received through [the online platform](#) before 3 p.m. PDT on June 1, 2023. The services procured through this Request for Application (RFA) shall be provided in accordance with the following and the attached instructions, requirements, and specifications. Applicants are responsible for checking [the online platform](#) for updates, clarifications, or Addenda to this RFA. Any Addenda to the RFA will also be sent via email to all applicants.

Interested parties may submit questions in writing before May 29 at 3 p.m. PDT by emailing circulargrants@kingcounty.gov. Responses to questions received will be posted to the Frequently Asked Questions document posted on [the online platform](#).

Applicants are encouraged to complete their applications early to avoid any difficulties or errors in submission. The King County Solid Waste Division (SWD) is not responsible for any technical difficulties that an Applicant may experience, and late submissions will result in the rejection of a proposal.

III. Background

King County Solid Waste Division (SWD) is responsible for the public solid waste system that serves the people and communities of unincorporated King County and most cities within King County.

At SWD, our work delivers on the goal of zero wasted resources to the landfill by 2030. King County's [Re+ Program](#) is a key part of delivering this goal. It provides a roadmap for a healthy environment and economy by reinventing the current waste management system, preventing material generation, and finding a new purpose for the 70% of recyclable materials that go to the Cedar Hills Regional Landfill each day. Preventing, reusing, and recycling materials has significant benefits for people living and working in King County, including tackling the climate emergency by reducing greenhouse gases that are emitted throughout the lifecycle of materials and products.

Equity and Social Justice (ESJ) is foundational to the work of King County and SWD. SWD seeks to invest in community-informed projects that recognize and address the disparities in communities. We aim to ensure that all people, regardless of who they are and where they live, have the opportunity to thrive with full and equal access to opportunities, power, and resources.

IV. Grant description

The new Re+ City Grant Program supports projects that further King County’s goal of zero waste of resources, which commits King County to stop sending materials of value to Cedar Hills Regional Landfill by 2030. The grants are intended to help King County cities invest in, develop, and deliver on projects that help create a more circular economy, where waste is minimized, materials are kept in use longer, and natural systems are regenerated. A list of project ideas is available on [the online platform](#).

A. Focus areas

The success of Re+ relies on both upstream prevention and downstream recycling actions, while also reducing inequities that persist in our County. Recognizing the need

for a whole system approach, the Re+ City Grant has three focus areas intended to support different approaches to create a more circular economy:

1. **Prevention and Reuse:** This includes projects that reduce materials used or purchased, create infrastructure to use reusable products, increase food rescue, and promote sharing or donating items.
2. **Recycling:** This includes projects that create or expand markets for recycled material, including organics, currently produced in the King County solid waste system. These grants could also support projects that improve the quality, increase the quantity, and/or grow the demand for utilizing recycled materials or increase recycling in residential or business communities.
3. **Equity and Social Justice:** This includes projects that benefit frontline communities. Frontline communities often experience the earliest and most acute impacts of climate change, face historical and current inequities, and have limited resources and/or capacity to adapt.

B. Priority materials

Projects that address the following materials will be awarded higher points in the grant scoring process (see evaluation criteria for details):

- Plastic
- Paper
- Organics (includes food waste, yard waste, and wood)

These materials are a priority to SWD because they represent over 75% of materials of value sent to Cedar Hills Regional Landfill. Applications can also include projects that address other materials but will likely need to demonstrate significant benefits to be awarded grant funding.

C. Projects not funded by this program

Projects that are not eligible for this grant program include but are not limited to:

- Routine operation and maintenance costs
- Collection events for recyclable materials
- Collection of garbage or household hazardous waste items
- Household hazardous waste education
- Environmental clean-up of illegal activities (i.e. trash and litter cleanup)
- Lobbying and attempts to influence legislation

D. Minimum and maximum funding awards

A total of \$300,000 in grant funding is available for the 2023-24 biennium. Matching funds are not required for this grant opportunity.

- Minimum grant award: \$20,000
- Maximum grant award for a single-city proposal: \$50,000
- Maximum grant award for a joint-city proposal: \$100,000

V. Grant eligibility

King County cities that have signed the Re+ Pledge and are within the King County waste system are eligible for this funding opportunity. Cities may apply before their Council has signed the Re+ Pledge, but will not be eligible to receive an award unless the Pledge is signed by June 30, 2023. The Cities of Seattle and Milton are not in the King County waste system and are ineligible to apply.

Eligible cities are encouraged to work together to leverage funds and have a greater influence on waste prevention and recycling. Eligible cities may apply jointly for a maximum award of \$100,000. All cities included in the joint proposal must have signed the Re+ Pledge by June 30, 2023.

Eligible cities may also subcontract with other entities, such as non-profits, consulting firms, or businesses, to implement their grant-funded projects.

If you have questions about the Re+ Pledge or eligibility, please email circulargrants@kingcounty.gov.

VI. Applying for a grant

A. How to apply

Proposals will be received through [the online platform](#) before 3 p.m. PDT on Thursday, June 1, 2023. If you experience technical difficulties with the online platform leading up to the due date, please email circulargrants@kingcounty.gov. Late submissions will result in the rejection of a proposal.

You may email questions to circulargrants@kingcounty.gov prior to Monday, May 29 at 3 p.m. PDT. Responses to all questions will be shared via the Frequently Asked Questions document posted on [the online platform](#).

B. Grant information session

An online grant information session will be held on Tuesday, May 2 at 3:00 p.m. PDT at the Zoom link below. This meeting will be recorded and posted to [the online](#)



[platform](#). Prospective applicants are encouraged to attend, but attendance is not mandatory.

<https://us06web.zoom.us/j/89616566652?pwd=czdXaWVQcXVpZHA1ZzExSEhDUGQ3Zz09>

Meeting ID: 896 1656 6652

Passcode: 489517

One tap mobile

+12532050468,,89616566652#,,,,*489517# US

+12532158782,,89616566652#,,,,*489517# US (Tacoma)

Questions arising at the grant information session or in subsequent communication with King County will be documented and answered in written form. A copy of the questions and answers will be posted in the Frequently Asked Question document posted on [the online platform](#).

C. Timeline

Below is the anticipated timeline for the 2023-24 cycle of the Re+ City Grants:

Tuesday, April 25	Request for applications released
Tuesday, May 2	Pre-proposal meeting
Thursday, June 1	Grant applications due
June – early July	Evaluations (date is approximate and subject to change)
Mid-July	Awards announced (date is approximate and subject to change)
Mid-August onward	Grant agreements signed (date is approximate and subject to change)

D. Project duration

Projects must be completed by December 31, 2024. The start date will be determined based on the timing of award notifications. After receiving an award notification, cities may begin projects and spend funds before signing a grant agreement. Reimbursement requests will not be processed until after grant agreements are signed by both parties. The city assumes the risk of expending funds before the grant agreement is signed.



VII. Evaluation

A. Evaluation criteria

Applications will be evaluated and given a score based on the quality of response within each area outlined below:

- Overview
- Environmental and climate impact
- Equitable impact
- Budget
- Team and partners

Detailed evaluation criteria will be shared during the application window.

B. Application review process

Proposals will be scored by a team of evaluators consisting of community representatives and Solid Waste Division staff. The evaluation team will provide their award recommendations to Solid Waste Division leadership for final approval.

During the grant review process, applicants may be contacted for clarification or to negotiate changes in the project activities, timeline, or grant amount.

VIII. Grant administration

A. Requests for reimbursement

The Re+ City Grant is a reimbursement-based grant. No matching funds are required. Cities may submit as few as one request for reimbursement per year during the funding cycle. Alternatively, cities may submit requests for reimbursement as frequently as quarterly. A Budget Summary Report Form and an Expense Summary Report Form must be used when submitting requests for reimbursement and will be provided to cities when the grant agreements are executed.

B. Progress reports

Progress reports describing program activities, accomplishments, and evaluation results must accompany each request for reimbursement. A template will be provided to cities when the grant agreements are executed.

C. Accrual reporting

By the 5th working day of January 2024 and January 2025, cities must notify the Solid Waste Division of the amount of their total expenditures for work that has been completed in the previous year but for which a request for reimbursement has not yet been submitted. Solid Waste Division will use this information to accrue expenditures.

D. Amendments

Amendments to grant Interagency Agreements (IAAs) are unnecessary unless the city wishes to significantly change its scope of work. In general, a significant change would be one in which the city wishes to add or delete a task from its scope of work. Amendments will only be approved if the proposed change(s) is/are consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact the Solid Waste Division when considering changes to their scopes to determine if an amendment is needed.

Re+ City Grant Program – Agreement with the City of Tukwila

Scope of Work and Budget

Initiative Title: Organic Solutions: Empowering Food Businesses for Sustainable Waste Management

Funding Amount: \$83,000.00

Initiative Summary:

This project will support food service businesses across the City of Tukwila, the City of Burien, and the City of Maple Valley in setting up organics services and establishing best practices to comply with the new Organics Management Law. The cities will work with a consultant to identify and perform outreach at priority businesses for organics service, with a focus on frontline businesses that need to comply by 2024 and 2025. This project is a collaboration between the City of Tukwila, the City of Burien, and the City of Maple Valley.

Project Description:

A key pillar of the project is providing technical assistance for food service businesses to begin composting their food scraps through organics service. This project aims to reduce barriers to food scraps composting and set both large and small businesses up for success.

Task 1: Planning, Development, and Evaluation

- Review existing compost services, client lists of businesses within each municipality, and the new Organics Management Law.
- Identify priority businesses, with a focus on frontline businesses that may be impacted by the Organics Management Law.
- Identify or develop education and outreach materials that can be used to target any food waste-generating facility. The materials will be available in the top 3 most common languages for the municipalities. Applicable materials will be printed for distribution.
- Develop potential survey questions, outreach protocols, staff training, and determine data tracking processes.

Task 2: Site Visits and Outreach

- Visit identified priority businesses to conduct outreach and provide educational materials about the Organics Management Law.
- Provide technical assistance to identified businesses, which includes working with the business to set up organics service, a walk-through of the site, providing one starter slim jim for back-of-house food waste collection, working with the business to determine where the organics cart will be placed, and providing additional outreach and educational materials as needed.
- Conduct follow-up visits to check for contamination in the organics bin.
- Conduct surveys with businesses to assess the effectiveness of the program and understand lessons learned.

Project Outcomes:

Projected outcomes from this project include:

- Increase the number of businesses in each city (25 per city) that subscribe to organics service

- Increase the tonnage of organics collected in each city by 25-50%
- Support frontline community members who own or manage food service businesses in understanding the Organics Management Law

Project Deliverables:

Projected deliverables from this project include:

- A list of priority businesses in each city that will likely be impacted by the Organics Management Law in the next 4 years
- In-language educational materials identified and/or developed
- Organics technical assistance provided to approximately 75 businesses
- Post-surveys to assess program effectiveness and lessons learned

Budget:

Item	Estimated Timing by Quarter	Expenditure Type	Unit Price	Quantity	Amount Paid by Grant
Project planning, development, and evaluation	All quarters	Personnel for other project team members	\$140	185	\$25,900
Site visits and outreach	All quarters	Personnel for other project team members	\$140	365	\$51,100
Supplies, such as slim jims and signage	All quarters	Supplies and materials	N/A	N/A	\$5,400
Translation services	All quarters	Translations of materials	N/A	N/A	\$600
					\$ 83,000

Line items in the above table can be transferred with written approval by the King County Project Manager. A contract amendment will be required for any changes that increase the overall price of the contract.

Re+ City Grant Progress Report

Grantee:	City of Algona
Contract/CPA #:	6407428
Contract Title:	City of Algona Recycling and Composting Education and Voucher Program
Report Date:	

This progress report must be submitted with each request for reimbursement to demonstrate the completion of deliverables and progress of the project. By submitting this form to King County’s Project Manager, the grantee attests to the accuracy of the information provided in this form and the accompanying reimbursement request.

Description of activities

A. For the current period, describe the process made towards completing your grant project scope. Click or tap here to enter text.

B. Check all deliverables completed to date.

- Education and voucher program materials developed
- Education and voucher program materials translated into Spanish
- One round of education and voucher program outreach conducted
- Two round of education and voucher program outreach conducted
- Three round of education and voucher program outreach conducted
- Four or more rounds of education and voucher program outreach conducted

C. Which communities (geographically and/or demographically) did the project engage with or have an impact on?

Click or tap here to enter text.

D. For the current reporting period, describe the actions you have taken that contribute to equity and social justice in the region.

Click or tap here to enter text.

Outcomes

A. Material prevention or recycling to date:

Material	Pounds reduced	Pounds recycled
Mixed paper		
Mixed plastic		
Food waste		
Yard trimmings		
Mixed metals		

Dimensional lumber		
Other materials (please specify and add lines as necessary)		

- B. Number of jobs created to date: Click or tap here to enter text.
- C. Number of engagements to date:
 - Residents Click or tap here to enter text.
 - Businesses Click or tap here to enter text.
 - Other organizations Click or tap here to enter text.
- D. Project-specific metrics to date:
 - Number of vouchers distributed Click or tap here to enter text.
 - Number of vouchers redeemed at a transfer stations Click or tap here to enter text.
 - Percent change in tonnage of waste going to Cedar Hills Regional Landfill Click or tap here to enter text.
 - Percent change in the number of recycling and yard waste bins Click or tap here to enter text.

Narrative

- A. Describe any challenges or lessons learned during this reporting period.
Click or tap here to enter text.
- B. Describe any successes or anecdotes you would like to share.
Click or tap here to enter text.
- C. Are there any upcoming milestones that you would like King County Solid Waste Division to be aware of (e.g. events we may be able to attend or promote)?
Click or tap here to enter text.
- D. Do you anticipate any challenges in achieving the project scope within the contract period? If yes, please explain.
Click or tap here to enter text.

Re+ City Grant
2023-2024 Grant Cycle
City of Algona
Reimbursement Request # _____
Date _____
Contract # 6407428

Expense Summary Form

Task Title & No.	Vendor	Date of Service	Item Description	Invoice No.	Amount Paid
Total					0



Certificate of Coverage

Certificate holder: City of Algona 200 Washington Blvd Algona, WA 98001	Policy number: None Term of certificate: 1/1/2023 – 1/1/2024 Annual re-issue: Yes
---	--

RE: King County Solid Waste Division - Circular Grants

Please be advised that the **City of Algona** is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA) and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

Type of coverage	Limits	Deductible
<input checked="" type="checkbox"/> All risk property coverage	\$250 million per occurrence	\$0
<input checked="" type="checkbox"/> Liability coverage	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Employee fidelity blanket coverage	\$1 million per occurrence	\$0
<input checked="" type="checkbox"/> Comprehensive auto liability	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Cyber liability	\$3 million per occurrence	\$0
<input checked="" type="checkbox"/> Pollution liability	\$2 million per occurrence	\$0

Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced operations or activities.

AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.

Cancellation: Should the above described coverage be cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder shall impose no obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend, or alter the coverage provided by the AWC RMSA.

Carol Wilmes
Director of Member Pooling Programs

cc: **City of Algona**



CITY COUNCIL

AGENDA BILL # AB23-0095

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

ITEM INFORMATION

SUBJECT: King County Capital Project Grant Agreement	Agenda Date: September 25th, 2023		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		
	City Attorney		X
	City Clerk		X
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		X
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1st review – 9/25/23	Planning Commission		
	Civil Service Committee		

Staff Contact: Jessica Griess, City Clerk
Attachments: Agreement and Scope of Work

SUMMARY STATEMENT:
 The City of Algona has been selected to receive \$25,000 to fund a sound garden in Matchett Park. This is the first review of the grant agreement and scope of work.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

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



2023-2024 EXTERNAL SUPPORT GRANT PROGRAM
CAPITAL PROJECT GRANT AGREEMENT

Department/Division: King County Office of Performance, Strategy and Budget

Grant Recipient: City of Algona

Project: Matchett Park Soundgarden Installation

Award Amount: \$25,000 Project#: N/A Contract#: 6384308

Term Period: 01/01/2023 To 08/01/2024

THIS AGREEMENT is a grant agreement entered into between City of Algona (the “Grant Recipient”) and King County (the “County”) (collectively the “Parties”) for External Support capital projects grant.

RECITALS

- A. The 2023-2024 Adopted Budget appropriates funds to the Office of Performance, Strategy and Budget for investments to be allocated to capital projects with a public purpose in King County.
- B. King County, a home rule charter county and political subdivision of the State of Washington, is authorized to administer the External Support capital projects and enter into agreements for the use of grant funds for community projects to be built, replaced, or remodeled, such as buildings, sidewalks, landscaping improvements, community gardens, signs, technology infrastructure, and play structures.
- C. The Scope of Work attached as Exhibit B has been developed in consultation with the Grant Recipient and, as detailed in the Scope of Work, the Project serves a fundamental governmental purpose, is a County purpose for which the County is receiving consideration, or is a County purpose in support of communities.

NOW THEREFORE, in consideration of the promises, covenants, and other provisions set forth in this Agreement, the Parties agree as follows:

GRANT AWARD TERMS AND CONDITIONS

1. **DEFINITIONS**

1.1 **Project.**

The term “Project” means the design, development, and construction of the Facility described in **Exhibit A**. Grant Award Funds available pursuant to this Agreement may only be used for the Project. To complete the Project, Grant Recipient shall use the Grant Award Funds to design, develop, and construct the Facility, consistent with the requirements set forth in this Agreement and in the following attached exhibits, which are incorporated herein by reference:

<input type="checkbox"/>	Map of Facility and Location	Attached as Exhibit A
<input type="checkbox"/>	Scope of Work	Attached as Exhibit B
<input type="checkbox"/>	Project Budget	Attached as Exhibit C
<input type="checkbox"/>	Timeline	Attached as Exhibit D
<input type="checkbox"/>	Insurance Requirements	Attached as Exhibit E
<input type="checkbox"/>	Tax Covenants	Attached as Exhibit F
<input type="checkbox"/>	Prevailing Wage Certification	Attached as Exhibit G

1.2 **Map of Facility and Location.** This Agreement applies to the Project to improve the facility (“Facility”) which is located at:

402 Warde St.

Algona, WA 98001

See **Exhibit A** for a depiction of the Facility and a map of specific Facility location and boundaries.

1.3 **Scope of Work.** Grant Recipient shall provide a scope of work (“Scope of Work”), attached hereto as **Exhibit B**, which describes the Project purpose and community benefits in detail and includes a description of the various design, development, permitting, and construction milestones required for completion of the Project and intended use of the Grant Award Funds. Grant Recipient shall apply the funds received from the County for the Project under this Agreement in accordance with the Scope of Work, attached hereto as **Exhibit B**.

1.4 **Project Budget.** Grant Recipient shall work with King County to develop a Project Budget, attached hereto as **Exhibit C**. King County shall provide the Grant Award Funds to the Grant Recipient to pay for costs and expenditures related to the Project, as set forth in **Exhibits B, C, D and G**. Grant Award Funds provided to Grant Recipient may only be used to pay for costs and expenditures related to the

Project, as set forth in **Exhibits B, C, D and G**. The grant is funded with the proceeds of County bonds issued on a tax-exempt basis and is subject to the tax covenants set forth in **Exhibit F**.

1.5 Contractor. Contractor shall include any contractor or consultant hired by Grant Recipient, including any of the contractor’s or consultant’s subcontractors or subconsultants.

2. EFFECTIVE DATE

The Agreement shall be effective upon signature by both Parties (“Effective Date”).

3. TERM

The term (“Term”) of this Agreement shall begin on the 01/01/2023 and end on **08/01/2024**. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. AMENDMENTS

This Agreement together with the attached exhibits is the whole Agreement between the Parties. This Agreement may be amended only in writing, duly executed by the Parties. Either party may request changes to this Agreement.

5. NOTICES

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses below via electronic mail.

KING COUNTY	CITY OF ALGONA
Dwight Dively Budget Director King County 401 5th Ave Seattle, WA 98104 (206) 263-9687 Dwight.dively@kingcounty.gov	Jessica Griess City Clerk City of Algona 200 Washington Blvd Algona, WA 98001 253-883-2897 jessicag@algonawa.gov

Either Party may, at any time, by giving ten (10) days written notice to the other Party to designate any other notice address.

6. DISBURSEMENT OF GRANT FUNDS

6.1 The County may authorize, at the County’s sole discretion, release of a portion of the Grant Award Funds to Grant Recipient, upon execution of this Agreement, and receipt of Grant Recipient’s County-approved completed Scope of Work and Project Budget (see Section 1 and **Exhibits B and C**).

6.2 The County shall initiate authorization for payment and disbursement of Grant Award Funds after approval of sufficiently detailed Project-related invoices submitted by Grant Recipient. The County shall make payment to Grant Recipient not more than thirty (30) days after a complete and accurate invoice and

any other required documentation is received and approved.

- 6.3 Grant Recipient shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit B**) and Project Budget (**Exhibit C**), within thirty (30) days of the date this Agreement expires or is terminated. If the Grant Recipient’s final invoice, supporting documentation and reports are not submitted by that day, the County will be relieved of all liability for payment to Grant Recipient of that invoice or any subsequent invoice.

7. GRANT REPORTING

All Grant Award Funds received pursuant to this Agreement must be accounted for separately from all other Grant Recipient accounts and moneys. Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Grant Recipient shall provide reports to the King County Project Manager on a schedule determined by the County.

8. COMPLETION OF THE PROJECT

Grant Recipient shall complete the Project described in Section 1.1 and **Exhibits A, B and C** of this Agreement. If Grant Recipient cannot complete the Project as described, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects, including in other jurisdictions.

Pursuant to Section 19, Termination, this Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Grant Recipient may not redirect Grant Award Funds for a purpose other than completion of the Project as described in the Scope of Work in at **Exhibit B**.

9. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

Grant Recipient shall recognize County as a “grant sponsor” for the Project in the following manner:

- 9.1 Events: Grant Recipient shall invite and recognize Office of Performance, Strategy and Budget, and the King County logo at all events promoting the Project, and at the final Project dedication.
- 9.2 Community Relations: Grant Recipient shall recognize King County in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.
- 9.3 King County Notification: Grant Recipient shall notify the King County Project Manager and the Office of Performance, Strategy and Budget 30 days prior to any major milestone, such as a groundbreaking or opening dates.
- 9.4 King County Council Notification: If Grant Recipient is a school district or other governmental entity notification to the King County Council 30 days prior to any major milestone, such as a groundbreaking or opening dates is, required.

- 9.5 Signage: Grant Recipient shall recognize King County on any signage as a funder/contributor of project/facility. Grant Recipient is required to use appropriate King County logo on any signage and communications.

DISPOSITION OF REMAINING GRANT AWARD FUNDS

Any Grant Award proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion consistent with the requirements applicable to the bonds that funded the Grant Award.

10. PUBLIC ACCESS

The Grant Award is provided to Grant Recipient for the Project for the purpose of installing a sound garden with commercial grade equipment next to the community garden at Matchett Park in Algona for the residents of King County. The Facility shall be open and accessible to the public at reasonable hours and times. The Grant Award will not be used to pay costs of any facility, place or building to be used primarily for sectarian instruction or study or as a place for devotional activities or religious worship. If the Grant Award is used to pay costs of a mixed-use facility that is used in part for sectarian instruction or study or as a place for devotional activities or religious worship, the Grant Award shall be applied to, and shall not exceed, the portion of the costs that can be allocated to other activities, such as community center activities. These restrictions apply to all grantees, not just faith-based organizations.

Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time Grant Recipient must ensure the Project is available for public use is for twelve (12) years from Facility completion. If the Facility is retired or otherwise removed from use before the end of the 12-year period, the County may require the Grant Recipient to reimburse King County for the Grant Award Funds plus interest from the date of the Grant Award calculated based on the County's cost of funds. **Grant Recipient's duties under this Section 11 will survive the expiration or earlier termination of this Agreement.**

11. COVENANTS

- 11.1 Tax Covenants. Grant Recipient shall comply with the tax covenants set forth in **Exhibit F**.

12. CONSTRUCTION OF THE FACILITY

12.1 Capital Improvements.

Grant Recipient shall design, develop, and construct mutually agreed upon Facility, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, neighborhood impact mitigations, and all other requirements in coordination with King County staff. All contracted work by Grant Recipient, its agents,

representatives, or subcontractors, shall be bonded and properly insured to ensure the complete and safe design and construction of all facilities, features, and amenities. As between Grant Recipient and King County, Grant Recipient will be solely responsible to comply with all applicable authorities and to obtain all necessary permits, approvals, and endorsements for the Project.

12.2 Warranties.

With respect to all warranties, express or implied, for work performed or materials supplied in connection with the Project, Grant Recipient shall:

- Obtain all warranties, express or implied, that would be given in normal commercial practice from suppliers, manufacturers, contractors or installers;
- Require all warranties be executed, in writing;
- Be responsible to enforce any warranty of a contractor, subcontractor, manufacturer, or supplier.

If, within an applicable warranty period, any part of the Facility or work performed to construct the Facility is found not to conform to specifications, permit requirements, or industry standard, Grant Recipient shall correct it promptly.

12.3 Right to Inspect-Construction.

King County personnel or agents may inspect the Project work at any time provided that such persons observe due regard for workplace safety and security. King County may require Grant Recipient or its contractors to stop work if King County deems work stoppage necessary to remedy construction defects or to address risks to health, safety, or welfare. Grant Recipient specifically understands, acknowledges, and agrees that at a minimum, King County will inspect the Facility construction project before final completion of the Facility.

12.4 Design.

Grant Recipient has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who will prepare a Project design for the Facility and exterior landscaping, which visually blends with the setting. King County shall review the design plans for the Facility in concept and reserves the right to approve the final design of the Facility, consistent with established zoning, design code, or both.

12.5 Alteration of Site or Facility after Construction.

After the Facility is completed and accepted by Grant Recipient and King County as defined herein, Grant Recipient will not make any material alteration to the Facility without express, written consent by King County.

12.6 Development and Construction Fees and Expenses.

Grant Recipient will be responsible to obtain and pay for all necessary permits, fees, and expenses associated with the Project.

12.7 Public Works Laws.

The Grant Recipient certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by the Grant Award, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Grant Recipient shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for King County Department of Local Services’ review upon request. Grant Recipient will comply with all other applicable public works laws, regulations, and ordinances, including but not limited to those related to retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278). Grant Recipient will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.

12.8 Contractor Indemnification and Hold Harmless.

Grant Recipient will require its Contractor(s), including construction contractors, and subcontractors to defend, indemnify, and hold King County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with the design, development, and construction of the Facility (hereinafter "Design and Construction Phase"), except for injuries and damages caused by the negligence of King County.

12.9 Minimum Scope and Limits of Insurance.

Grant Recipient shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit E – Insurance Requirements.**

13. INTERNAL CONTROL AND ACCOUNTING SYSTEM

Grant Recipient shall establish and maintain a system of accounting and internal controls sufficient to comply, and demonstrate compliance, with all financial, reporting, record keeping and other requirements under this Agreement.

14. MAINTENANCE OF RECORDS

15.1 Grant Recipient shall maintain accounts and records, including personnel, property, financial, Project records, and Agreement deliverables, to ensure proper accounting for all Grant Award Funds and compliance with this Agreement

15.2 These records shall be maintained for the later of (a) six (6) years after the expiration or earlier termination of this Agreement and (b) three (3) years after the final maturity of the bonds that funded the Grant Award. Unless otherwise notified by King County Office of Performance, Strategy and Budget, Grant Recipient may assume that the final maturity of the bonds that funded the Grant Award is twelve (12) years after the date of the final payment of Grant Award Funds under this Agreement.

16. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Grant Recipient with regard to this Agreement, and, at its sole discretion, to inspect or audit the Grant Recipient's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

17. COMPLIANCE WITH ALL LAWS AND REGULATIONS

Grant Recipient shall comply with all applicable laws, ordinances and regulations in using funds provided by the County and in completing the Project and providing programming at the Project, including, without limitation, those relating to providing programming on a nondiscriminatory basis, providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Grant Recipient specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Grant Recipient shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

18. CORRECTIVE ACTION

18.1 If the County determines that a breach of contract has occurred or does not approve of the Grant Recipient's performance, it will give the Grant Recipient written notification of unacceptable performance. Grant Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Grant Recipient.

18.2 King County may withhold any payment owed Grant Recipient until the County is satisfied that corrective action has been taken or completed.

19. TERMINATION

19.1 If the termination results from acts or omissions of Grant Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, Grant Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to Grant Recipient by the County.

19.2 Any King County obligations under this Agreement beyond the current appropriation biennium are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation biennium.

19.3 The Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and Exhibits B, C and F, or upon reimbursement by the Grant Recipient to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 6.

20. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the Project or Facility contracted for herein and assumes no obligation for future support of the Project or Facility contracted for herein except as expressly set forth in this Agreement. Grant Recipient understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project or Facility contemplated herein.

21. HOLD HARMLESS AND INDEMNIFICATION

Grant Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by Grant Recipient's employees or other suppliers in connection with or support of the performance of this Agreement.

Grant Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Grant Recipient, its officers, employees, agents, representatives, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the Agreement.

Grant Recipient agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or Grant Recipient's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. Grant Recipient's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Grant Recipient's own expense;
- B. Indemnification of claims made by Grant Recipient's employees or agents; and
- C. Waiver of Grant Recipient's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Grant Recipient.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Grant Recipient agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Grant Recipient's officers, employees, agents and/or subcontractors of all tiers, acts or

omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Grant Recipient in conjunction with this Agreement. **Grant Recipient's duties under this Section 21 will survive the expiration or earlier termination of this Agreement.**

22. NONDISCRIMINATION

King County Code (“KCC”) chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

23. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and Grant Recipient agrees to abide by all conditions of said chapter. Failure by Grant Recipient to comply with any requirement of said KCC Chapter shall be a material breach of contract.

24. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

25. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and Grant Recipient, Grant Recipient shall be responsible to operate and maintain the completed Facility at its own sole expense and risk. Grant Recipient shall maintain the completed Facility in good working condition consistent with applicable standards and guidelines. Grant Recipient understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Facility in any way.
- B. Grant Recipient shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. Grant Recipient shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Grant Award Funds. **Grant Recipient's duties under this Section shall survive the expiration of this Agreement and remain in effect for the period set forth in Section 15.**

26. ASSIGNMENT

Grant Recipient shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Grant Recipient must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

27. WAIVER OF BREACH OR DEFAULT

Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

28. TAXES

Grant Recipient agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Grant Recipient to contest any such tax, and Grant Recipient shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

29. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

30. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

31. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, County and Grant Recipient a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

32. PERMITS AND LICENSES

Grant Recipient shall complete the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities shall be performed by Grant Recipient at its sole expense and liability. Grant Recipient shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project.

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Grant Recipient.

34. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and Grant Recipient. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the first date written.

KING COUNTY

CITY OF ALGONA

Signature _____

Signature _____

Name _____ Dwight Dively _____

Name _____

Title _____ Budget Director _____

Title _____

Date _____

Date _____

Exhibit A- Map of Facility and Location

402 Warde St.
Algona, WA 98001

sound garden site



Sound Garden Dimensions

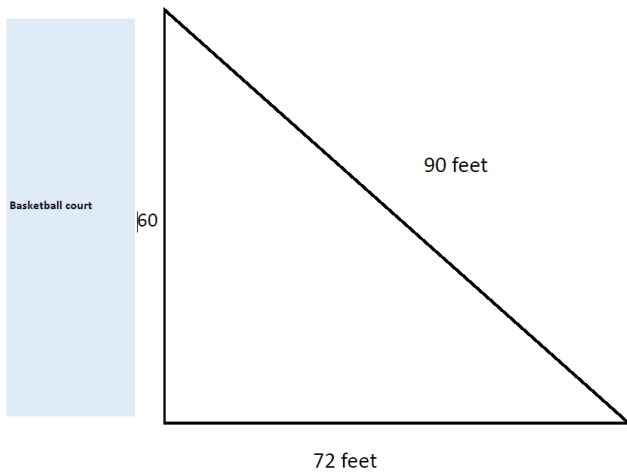


Exhibit B- Scope of Work

The city of Algona currently has 14 garden beds located in Matchett park for the community of Algona to take care of and enjoy. Most of the beds and weeding have been taken care of by three 4th grade classes from Alpac Elementary over the past several years. They take field trips up to the park twice a year to help manage the beds, plant and learn more about gardening. Futurewise and city staff have been instrumental in developing and maintaining relationship with the local elementary school.

The vision of the Community Garden is to have this dedicated space become more inclusive and enjoyed by the community. It would be inviting for families and an extension of Matchett Park. This project will install a Sound Garden with commercial grade equipment next to the community garden at Matchett Park in Algona. The planned Sound Garden would consist of a set of six chimes, one set of three drums, and an ensemble of instruments. The project's goal is to create a space for families and the community to interact and the space to become an asset to the community. The city of Algona and/or volunteers will be responsible for installing the Sound Garden equipment.

I. PROJECT/PROGRAM PERIOD

Once the contract is signed, we plan on purchasing the sound equipment this year. We anticipate it taking 6-8 weeks for delivery. With the fall and winter weather approaching and lack of participants in the park, we anticipate an early spring installation of equipment. We like the timing of an early spring project in the garden as it creates a renewed energy. We also need to align some resources from the King County Conservation District for additional supplies such as soil and plants. We plan on starting the project in March of 2024 with a completion in April of 2024.

Exhibit C- Project Budget

KING COUNTY PROGRAM INFORMATION	
King County Program ID:	
Funding Source:	
Division:	PSB

King County Grant Manager:

Full Program Name:

CONTRACTOR INFORMATION	
Organization Name:	City of Algona
Contact Person Name:	Gary Klein
Contact Person Email:	garyk@AlgonaWA.gov
Organization Address:	200 Washington Blvd
Address Line 2:	Algona, WA 98001
King County Supplier #:	
PSB Contract #:	
Grant/Contract Period:	

KING COUNTY ORACLE EBS INFORMATION	
P:	
O:	
E:	
T:	
A:	

TOTAL GRANT SUMMARY BUDGET			
Eligible Expense Category	Requested Funds	Other Funding Sources	Total Program Cost
Equipment (> \$5,000 per unit)	\$ -		\$ -
Supplies	\$ -		\$ -
Subawards - Contracted	\$ 25,000.00		\$ 25,000.00
Other Direct Costs	\$ -		\$ -
	\$25,000.00	\$0.00	\$25,000.00

DETAILED BUDGET BY EXPENSE CATEGORY						
Eligible Expense Category	Unit Definition	# of Units	Unit Price	# of Months	Total	Notes
Examples						
Position title	Hrs/month	160	\$ 25.00	9	\$ 36,000.00	
Laptops	units, one time	50	\$ 500.00	1	\$ 25,000.00	
Health insurance premium	plans	5	\$ 350.00	9	\$ 15,750.00	
Wi-fi hotspots with data plans	units, one time	100	\$ 225.00	1	\$ 22,500.00	prepaid for the year, includes cost of the hotspots with a data plan
Office supplies	one time	n/a	\$ 1,000.00	1	\$ 1,000.00	
Equipment (> \$5,000 per unit)					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal		0	\$ -	0	\$ -	
Supplies					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal		0	\$ -	0	\$ -	
Contracted Services					\$ -	
Sound Garden Equipment and Deli	one-time	1	\$ 25,000.00	1	\$ 25,000.00	
					\$ -	
					\$ -	
					\$ -	
Subtotal		1	\$ 25,000.00	1	\$ 25,000.00	
Other Direct Costs					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal		0	\$ -	0	\$ -	
TOTAL		1	\$ 25,000.00	1	\$ 25,000.00	

Exhibit D- Timeline and Milestones

Once the contract is signed, the city of Algona plans on purchasing the sound equipment this year. They anticipate it taking 6-8 weeks for delivery. With the fall and winter weather approaching and lack of participants in the park, the city of Algona anticipates an early spring installation of equipment. They prefer the timing of an early spring project in the garden as it creates a renewed energy. They also need to align some resources from the King County Conservation District for additional supplies such as soil and plants. The city of Algona plan on starting the project in March of 2024 with a completion in April of 2024.

Exhibit E- Insurance Requirements

Insurance Requirements. Recipient shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section, against claims which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or subcontractors. Recipient shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits upon request by King County. The costs of such insurance shall be paid by the Recipient.

The Recipient shall maintain the following types of insurance and minimum insurance limits and requirements:

- **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition. Such insurance shall include coverage for, but not limited to, ongoing operations, products and completed operations, and contractual liability. Such limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status to the County.
- **Workers Compensation:** Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work and Services by applicable federal or “Other States” State law.
- **Employers Liability or “Stop Gap” coverage:** \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy Part 2 (Employers Liability), or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy.

EXHIBIT F**TAX COVENANTS****TAX COVENANTS**

The Grant Recipient acknowledges that the Grant Award provided by the County for the Project may be proceeds of tax-exempt bonds (the “Bonds”) subject to certain requirements of the Internal Revenue Code (the “Tax Code”). The Grant Recipient will take all actions with respect to the Project, and proceeds received for the Project, necessary to assure the exclusion of interest on the Bonds from the gross income of the owners of the Bonds, including but not limited to the following:

Expenditure of Proceeds. The Grant Recipient will expend the Grant Award (proceeds of the Bonds) for capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Tax Code. Bond proceeds may be expended to pay, or reimburse the Grant Recipient for, Project capital expenditures or to repay interim indebtedness incurred for capital expenditures of the Project.

Notice. The Grant Recipient will provide notice of action taken or planned to issue any tax-exempt indebtedness, including bonds, bank loans, or other tax-exempt indebtedness, to finance Project costs.

Treatment as Grant.

The Grant Recipient is a municipal corporation organized under RCW Title 35A that is not a related party to the County. The County and the Grant Recipient are not members of the same controlled group.

The Grant Recipient is not acting as an agent of the County.

The Grant Award or Agreement does not impose any obligation or condition to directly or indirectly repay any amount to the County (excluding obligations or conditions intended solely to assure expenditure of the transferred moneys in accordance with the governmental purpose of the transfer).

The Grant Award is required to be used for the Project as provided in this Agreement but does not impose any conditions relating to the use of the Project or other property of the Grant Recipient by the County or any of its agencies or authorities.

This Agreement is a grant agreement.

Limitations on Disposition of Project. The Grant Recipient will not sell or otherwise dispose of any components of the Project without prior written approval by the County and compliance with the requirements of this Agreement.

Record Retention. The Grant Recipient will retain its records of all accounting and monitoring it carries out with respect to the Grant Award received and with respect to the Project for at least three (3) years after the Bonds mature or are redeemed.

Cooperation. The Grant Recipient will provide tax certificates when and as requested by the County or County’s bond counsel in order to establish or maintain the tax-exempt status of the Bonds. The Grant Recipient will cooperate in any audit of the Bonds by the Internal Revenue Service, including disclosure of any record, contracts and other materials relating to the Bond proceeds received by the Grant Recipient and the Project.

EXHIBIT G
PREVAILING WAGE CERTIFICATION

The GRANT RECIPIENT, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANT RECIPIENT shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for King County Office of Performance, Strategy and Budget’s review upon request.

For any funds are used by the GRANT RECIPIENT for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANT RECIPIENT, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANT RECIPIENT’s governing body as of the date and year written below.

SIGNATURE

DATE



CITY COUNCIL

AGENDA BILL # AB23-0096

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

ITEM INFORMATION

SUBJECT: Resolution 1265-23, Public Works Property Surplus	Agenda Date: September 25th, 2023		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		
	City Attorney		
	City Clerk		X
	Finance Dept		
	PW/Utilities	X	X
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1st review – 9/25/23	Planning Commission		
	Civil Service Committee		

Staff Contact: Russ Avery, Public Works Director

Attachments: Resolution 1265-23; list of items

SUMMARY STATEMENT:
Public Works put together a list of items for surplus.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

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

**CITY OF ALGONA
WASHINGTON
RESOLUTION NO. 1265-23**

**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 _____ 2023.

CITY OF ALGONA

Troy Linnell, Mayor

ATTEST/AUTHENTICATED:

Jessica Griess
City Clerk

Filed with the City Clerk:
Passed by the City Council:
Resolution No.: 1265-23
Date Posted:

Exhibit "A"

Surplus List

Pressure washer -
Honda pressure washer motor -
Kubota Tractor -
Air compressor-
Pressure washer -
Demco spray tank -
Dynapac roller -
Stanley Hydraulic Pump -
Stove -
Military trailers -
Small white military trailer -
Sahlberg sander -
Tires -
PD Cabinet -
Mow deck -
Flail heads -
Ditcher head -
Toro mower -
Chair -
Grocery cart -
Millermatic 140 welder -
IBS Cabinet-
3 Floor jacks -
Paint sprayer -
Shop vac -
Oil pump -
Craftsman welder -
Kubota Attachments -



CITY COUNCIL

AGENDA BILL # AB23-0090

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

ITEM INFORMATION

SUBJECT: Ordinance 1224-23, Amending International Codes and Building Official	Agenda Date: September 25th, 2023		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		
	City Attorney	x	x
	City Clerk		x
	Finance Dept		
	PW/Utilities		x
	Planning Dept		X
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 st review – 8/28/23	Planning Commission		
2 nd review – 9/11/23	Civil Service Committee		
3 rd review – 9/25/23			

Staff Contact: Russ Avery, Public Works Director
Attachments: Ordinance 1224-23

SUMMARY STATEMENT:
 This ordinance amends chapter 2.43 and 15.04 of the Algona Municipal Code. It clarifies the building official's enforcement authority.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:
Move to approve Ordinance 1224-23.

RECORD OF COUNCIL ACTION

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

CITY OF ALGONA, WASHINGTON

ORDINANCE NO. 1224-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON; AMENDING CHAPTER 15.04 AMC INTERNATIONAL CODES ADOPTED AND CHAPTER 2.43 AMC BUILDING OFFICIAL; CLARIFYING AND REITERATING THE BUILDING OFFICIAL'S ENFORCEMENT AUTHORITY IN RELATION TO VIOLATIONS OF TITLE 15 AMC; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City regulates construction and related development activity through the provisions codified at Title 15 of the Algona Municipal Code (AMC); and

WHEREAS, the City Council desires to clarify and reiterate the enforcement and penalty authority of the Building Official in administering Title 15 AMC; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA DO ORDAIN AS FOLLOWS:

Section 1. Amendment of AMC 2.43.010. Section 2.43.010 of the Algona Municipal Code is hereby amended to provide in its entirety as follows:

The building official as designated by the mayor, and such other staff assistance as is provided from time to time, shall administer and enforce Titles 15 and 22. If the building official shall find that any provision of Titles 15 and 22 is being violated, he shall notify in writing the person responsible for such violation and order corrective action. He shall order discontinuance of illegal use of land, structures or buildings; removal of illegal buildings or structures or of additions or alterations or structural changes thereto; discontinuance of any illegal work being done; or shall take any other action authorized by this ~~the~~ code to ensure compliance therewith or to prevent its violation.

Section 2. Amendment of Chapter 15.04 AMC—New Section 15.04.030 Adopted. Chapter 15.04 of the Algona Municipal Code is hereby amended by the addition of a new Section 15.04.030 to provide in its entirety as follows:

15.04.030 Enforcement—Penalties.

Without prejudice to any other applicable penalty or remedy, violations of this title shall be enforced pursuant to Chapter 1.26 AMC.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF THIS ____ DAY OF SEPTEMBER 2023.

Troy Linnell, Mayor

ATTEST:

Jessica Griess, City Clerk

APPROVED AS TO FORM:

J. Zachary Lell
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.: 1224-23
Date of Publication:



CITY COUNCIL

AGENDA BILL # AB23-0092

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

ITEM INFORMATION

SUBJECT: Resolution 1260-23, Tacoma Blvd Water Main Replacement Project Bid Award	Agenda Date: September 25th, 2023		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		
	City Attorney		X
	City Clerk		X
	Finance Dept		
	PW/Utilities		
	Planning Dept		X
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: Workshop Presentation – 8/28/23	Planning Commission		
1 st review – 9/11/23; 2 nd review - Emailed	Civil Service Committee		
3 rd review – 9/25/23			

Staff Contact: Russ Avery, Public Works Director
Attachments: Resolution 1260-23; Recommendation letter from Gray & Osborn

SUMMARY STATEMENT:
 On August 30, 2023, the City opened the bid process and received 6 bids. The recommended bid is for \$277,921.03 from Rodarte Construction, LLC.

 Stacey with Gray & Osborn informed the City that the project is set to start October 2nd. An email was sent out to Council on September 13th asking for Council to review the bid recommendation attached to the email as the second touch. If the Council is accepting of that second review, Resolution 1260-23 is on the agenda for passage.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:
Make a motion to approve Resolution 1260-23.

RECORD OF COUNCIL ACTION

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

**CITY OF ALGONA
WASHINGTON
RESOLUTION NO. 1260-23**

**A RESOLUTION OF THE CITY OF ALGONA,
WASHINGTON, AWARDED THE 2023 TACOMA
BOULEVARD WATER MAIN REPLACEMENT PROJECT
TO RODARTE CONSTRUCTION, LLC IN THE AMOUNT
OF \$277,921.03.**

WHEREAS, this public works project was advertised and competitively bid as required by Washington statute and City of Algona bidding requirements; and

WHEREAS, six bids were received; and

WHEREAS, the lowest responsive, responsible bidder is Rodarte Construction, LLC; and

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

Section 1. The Algona City Council hereby awards the 2023 Tacoma Boulevard Water Main Replacement Project to Rodarte Construction, LLC for an amount of \$277,921.03.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
____ DAY OF _____, 2023.

CITY OF ALGONA

Troy Linnell, Mayor

ATTEST/AUTHENTICATED:

Jessica Griess
City Clerk/Treasurer

Filed with the City Clerk:
Passed by the City Council:
Resolution No.: 1260-23
Date Posted:



August 31, 2023

Mr. Russ Avery
Director of Public Works
City of Algona
200 Washington Boulevard
Algona, Washington 98001

SUBJECT: REVIEW OF BIDS, TACOMA BOULEVARD WATER MAIN REPLACEMENT
CITY OF ALGONA, KING COUNTY, WASHINGTON
G&O #23502.00

Dear Mr. Avery:

On August 30, 2023, the City of Algona received 6 responsive bids for the Tacoma Boulevard Water Main Replacement project. The responsive bids ranged from \$277,921.03 to \$344,260.68. The Engineer’s Estimate was \$327,316.29. Each proposal was checked for correctness of extensions of the prices per unit and the total price. Zero corrections were made. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows.

- 1. Rodarte Construction, Inc. (Auburn, Washington).....\$277,921.03
- 2. HCON, Inc. (Puyallup, Washington).....\$305,555.03
- 3. Northwest Cascade, Inc. (Puyallup, Washington)\$314,448.90
- 4. New X, Inc. (Monroe, Washington)\$322,144.89
- 5. Kar-Vel Construction, Inc. (Renton, Washington)\$325,684.61
- Engineer’s Estimate\$327,316.29**
- 6. Sascon, LLC (Maple Valley, Washington).....\$344,260.68

The lowest responsive bidder, Rodarte Construction, Inc. of Auburn, Washington, is currently a Washington State registered and licensed Contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the lowest bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the lowest bidder, Rodarte Construction, Inc. of Auburn, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City’s file. We have also reviewed the Supplemental



Mr. Russ Avery
August 31, 2023
Page 2

Bidder Criteria information submitted by Rodarte Construction, Inc. and they appear to meet the requirements of the Supplemental Bidder Responsibility Criteria.

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder:

Rodarte Construction, Inc.
17 East Valley Highway East
Auburn, Washington 98092

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

Stacey Clear, P.E.

SAC/sr
Encl.

Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information							
Owner/Project Name: City of Algona / Tacoma Boulevard Water Main Replacement	Project Number: 23502						
Bidder's Business Name: Rodarte Construction, Inc.	Bid Submittal Deadline: 8/30/2023						
Contractor Registration							
https://secure.lni.wa.gov/verify/							
License Number: RODARI*225D9	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
Effective Date (must be effective on or before Bid Submittal Deadline): 03/29/1978	Expiration Date: 06/03/2024						
Current UBI Number							
https://secure.lni.wa.gov/verify/							
UBI Number: 600 264 803	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>						
Industrial Insurance Coverage/Worker Compensation							
https://secure.lni.wa.gov/verify/							
Account Number: 388,601-00	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
Employment Security Department Number							
Employment Security Department Number: 434388-00-4							
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 							
State Excise Tax Registration Number							
https://secure.lni.wa.gov/verify/							
Tax Registration Number: 600 264 803	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>						
Certification of Compliance with Wage Payment Statutes Clause Signed							
(See Proposal for Required Clause or Signed Certification Form) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							
Not Disqualified from Bidding							
https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx							
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
Public Works Requirements Training							
https://secure.lni.wa.gov/verify/							
Contractor: <table style="margin-left: 20px; border: none;"> <tr> <td>Is Exempt from this Requirement</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Has Completed Training</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Has Not Completed Training</td> <td><input type="checkbox"/></td> </tr> </table>		Is Exempt from this Requirement	<input checked="" type="checkbox"/>	Has Completed Training	<input type="checkbox"/>	Has Not Completed Training	<input type="checkbox"/>
Is Exempt from this Requirement	<input checked="" type="checkbox"/>						
Has Completed Training	<input type="checkbox"/>						
Has Not Completed Training	<input type="checkbox"/>						
Excluded Parties Listing System (Federal Funded Projects)							
https://www.sam.gov/							
Does the Bidder have an Active Exclusion? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
Checked by:							
Name: Luis M Pimentel	Date: 8/31/2023						