



**CITY OF MOUNT VERNON  
CITY COUNCIL MEETING  
AGENDA  
February 26, 2020 7:00 p.m.  
(Police Court Campus)**

**I. OPENING CEREMONIES**

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call of Councilmembers

**II. CONSENT AGENDA**

- A. Approval of February 12, 2020 Regular Council Meeting Minutes
- B. Approval of February 20, 2020 payroll checks numbered 109892 - 109915 direct deposit checks numbered 75578 - 75823, and wire transfers numbered 824 – 828 in the amount of \$1,198,188.72
- C. Approval of February 26, 2020 Claims numbered 7784, 7787 and 7800 - 8124 in the amount of \$1,767,875.57

**III. REPORTS**

- A. Committees
  - 1. Finance and Parks & Enrichment Services
  - 2. Development Services
- B. Community Comments  
(An opportunity for Mount Vernon residents to address their City Council. Please limit comments to 3 minutes or less. Under normal circumstances, the Mayor and Council will not respond immediately to Community Comments. If you would like someone to follow-up with you regarding the topic of your comments, please leave your name and contact information on the form at the entrance of the Council Chambers.)
- C. Councilmember Comments
- D. Mayor's Report
- E. Committee Agenda Requests

**IV. UNFINISHED BUSINESS**

None

**V. NEW BUSINESS**

- A. Appointment to Mount Vernon Arts Commission  
(Staff is requesting that Council approve the appointment of Daniel Brooks to the Mount Vernon Arts Commission.)  
*(required action – motion)*  
*(staff contact – Bill King)*
- B. Open Record Public Hearing – CDBG 2020 – 2021 Action Plan  
(This is an open record public hearing to obtain the views of residents and other interested parties on the housing and non-housing community development needs of the City before a draft Community Development Block Grant (CDBG) 2020 – 2021 Action Plan is prepared.)  
*(required action – none)*  
*(staff contact – Peter Donovan)*

**C. NW Clean Air Agency Update**

(Mark Buford, Executive Director of Northwest Clean Air Agency, will visit to update Council on his organization's latest efforts to preserve, protect and enhance Mount Vernon's air quality.)

*(required action – none)*

*(staff contact – Peter Donovan)*

**D. Approval of Agreement – Skagit County Tourism Promotion Area**

(Staff is requesting that Council authorize the Mayor to enter into an agreement with Skagit County, and each of the cities and towns, in establishing a Tourism Promotion Area under the authority of Chapter 39.34 RCW.)

*(required action – motion)*

*(staff contact – Peter Donovan)*

**E. Approval of Agreement – Economic Development Alliance of Skagit County**

(Staff is requesting that Council authorize the Mayor to enter into an agreement with the Economic Development Alliance of Skagit County for the calendar year 2020.)

*(required action - motion)*

*(staff contact – Doug Volesky)*

**F. Sole Source Purchase – FLYGT NT-3301 Influent Pumps**

(Staff is requesting that Council approve a resolution authorizing a sole source purchase of three Flygt influent pumps for the Wastewater Treatment Plant.)

*(required action – resolution)*

*(staff contact – William Bullock)*

**G. Approval of Interlocal Agreement and Right-of-Way Easement for 3<sup>rd</sup> & Kincaid Street U-Turn**

(Staff is requesting that Council authorize the Mayor to enter into an interlocal agreement and right-of-way easement with Skagit County for property to be utilized for a U-turn at 3<sup>rd</sup> and Kincaid Streets.)

*(required action – motion)*

*(staff contact – Chris Phillips)*

**H. Approval of Agreement – Building Inspection Professional Services**

(Staff is requesting that Council authorize the Mayor to enter into an agreement with MTC in the amount of \$40,000 for a building inspector.)

*(required action – motion)*

*(staff contact – Chris Phillips)*

**I. Approval of Agreement with Skagit Surveyors and Engineers**

(Staff is requesting that Council authorize the Mayor to enter into a professional services agreement with Skagit Surveyors & Engineers to provide on-call planning work.)

*(required action – motion)*

*(staff contact – Rebecca Lowell)*

**J. Approval of Agreement with Armadillo Design Lab**

(Staff is requesting that Council authorize the Mayor to enter into a professional services agreement with Armadillo Design Lab to provide design review services for projects required to comply with this portion of the MVMC.)

*(required action – motion)*

*(staff contact – Rebecca Lowell)*

**K. Approval of Agreement with 7K Environmental**

(Staff is requesting that Council authorize the Mayor to enter into a professional services agreement with 7K Environmental {Kate Knox} to provide critical area monitoring, peer review and related services.)

*(required action – motion)*

*(staff contact – Rebecca Lowell)*

- L. Approval of Agreement with Transportation Solutions, Inc.  
(Staff is requesting that Council authorize the Mayor to enter into a professional services agreement with Transportation Solutions, Inc. to provide consultant services related to traffic concurrency applications processed by the department.)  
*(required action – motion)*  
*(staff contact – Rebecca Lowell)*
- M. Approval of Agreement with L.C. Lee and Associates, Inc.  
(Staff is requesting that Council authorize the Mayor to enter into a professional services agreement with L.C. Lee and Associates {Dr. Lyndon Lee} to provide consultant services related to critical areas that include: updates to the City’s shoreline mapping, biological opinion implementation and review of development projects.)  
*(required action – motion)*  
*(staff contact – Rebecca Lowell)*
- N. Approval of Agreement with Olbrechts & Associates, PLLC  
(Staff is requesting that Council authorize the Mayor to enter into a professional services agreement with Olbrechts & Associates, PLLC {Phil Olbrechts, Esq.} to act as the City’s on-call Hearing Examiner.)  
*(required action – motion)*  
*(staff contact – Rebecca Lowell)*
- O. Approval of Agreement with Christian Carlson, AIA  
(Staff is requesting that Council authorize the Mayor to enter into a professional services agreement with Christian Carlson, AIA, to provide design review services for projects required to comply with this portion of the MVMC.)  
*(required action – motion)*  
*(staff contact – Rebecca Lowell)*
- P. Approval of Agreement with Land Development Engineering & Surveying, Inc.  
(LDES)  
(Staff is requesting that Council authorize the Mayor to enter into a professional services agreement with Land Development Engineering & Surveying Inc. to provide on-call engineering and surveying services for the City.)  
*(required action – motion)*  
*(staff contact – Rebecca Lowell)*
- Q. Approval of Agreement with Urban Forestry (Jim Barborinas)  
(Staff is requesting that Council authorize the Mayor to enter into a professional services agreement with Urban Forestry to provide arboricultural services to assist staff in implementation of the Mount Vernon Municipal Code.)  
*(required action – motion)*  
*(staff contact – Rebecca Lowell)*

**COMMITTEE MEETINGS**

Finance and Parks & Enrichment Services

6:00 p.m.

Next Ordinance 3804

Next Resolution 974



**DATE:** February 26, 2020  
**TO:** Mayor Boudreau and City Council  
**FROM:** William King, Director, Parks and Enrichment Services  
**SUBJECT:** APPOINTMENT OF ARTS COMMISSION MEMBER

**RECOMMENDED ACTION:**

Staff requests Council approval for the appointment of Daniel Brooks, to fill a recently vacated term scheduled to expire on December 31, 2020.

**INTRODUCTION/BACKGROUND:**

In accordance with the City of Mount Vernon ordinance Title 2 Chapter 2.97 - The Mount Vernon Public Arts Commission, Commissioners will be appointed for a three-year term. Commissioners may then be reappointed for additional three-year consecutive terms on a rotational basis.

**FINDINGS/CONCLUSIONS:**

NONE

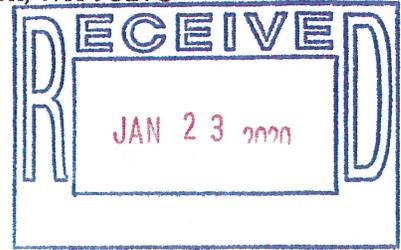
**RECOMMENDATION:**

Staff requests Council approve the appointment of Daniel Brooks to the Mount Vernon Arts Commission.

**ATTACHED:**

Arts Commission application for Daniel Brooks.

Daniel Brooks  
600 West Hazel Street  
Mount Vernon, WA 98273



City of Mount Vernon  
Attn: Mayor Jill Boudreau  
910 Cleveland Avenue  
Mount Vernon, WA 98273

Dear Mayor Boudreau,

This is my "Letter of Interest" regarding the position that is open on the Mount Vernon Arts Commission and I would like to be considered for this position.

I believe that all of the Arts play important roles in the health, vitality and prosperity of any community and I have experienced this first-hand throughout my life. In addition to being a supporter and audience of the Arts, I have an extensive history of participation in a variety of art disciplines including fine art, music and theatre - as a student, teacher, creator, curator and performer. I have earned a Bachelor of Fine Arts degree in studio art and a Masters of Education degree. I think that my knowledge, experience and love of the Arts are assets that could be useful to the Arts Commission.

On Tuesday 1/21/20, I enjoyed attending the Mount Vernon Arts Commission meeting and was impressed by the focus and dedication of the entire group. I would be honored to serve as a member of the Arts Commission.

Sincerely,  
Daniel Brooks

Phone: 360-441-2860  
Email: danbrooksart@gmail.com



City of  
**MOUNT  
VERNON**

**City of Mount Vernon  
Arts Commission Member Application**

(360) 336-6215 or mvparcs@mountvernonwa.gov  
Meetings currently held 3<sup>rd</sup> Tuesday of each month at 4:30pm

**New Member Contact Information**

Name: DANIEL BROOKS Date: 1-23-2020  
Home Address: 600 WEST HAZEL ST City/State/Zip: MOUNT VERNON, WA 98273  
\*Must be within City of Mount Vernon/Mount Vernon School District Boundaries

Mailing Address (if different) \_\_\_\_\_

Home Phone: 360-441-2860 Work Phone: 360-441-2860 Cell Phone: 360-441-2860

E-mail Address: danbrooksart@gmail.com

Employer: SELF Occupation: ART, EDUCATION, MUSIC

Education/Volunteer Experience: MEd (MASTERS IN EDUCATION) WWU ; BEA (BACHELOR OF FINE ARTS) WWU ; ALSO ATTENDED: SAN FRANCISCO ART INSTITUTE, UNIVERSITY OF WASHINGTON ART DEPT; AAS (ASSOCIATE IN ARTS & SCIENCES) FCC (EVERETT COMM COLLEGE). VOLUNTEERED WITH: PEACEKEEPERS (CANADA), SPARK RADIO MUSEUM (BELLINGHAM), GRADE SCHOOLS IN BELLINGHAM, ART CLASSES

**New Member Background Information**

What is your connection with the arts and how have you participated in the arts community?  
I HAVE BEEN A PRACTICING PROFESSIONAL ARTIST, COMPOSER AND PERFORMER FOR OVER 50 YEAR AND HAVE PARTICIPATED IN VARIOUS ART COMMUNITIES THROUGH GALLERY SHOWS, CONCERTS, SONGWRITERS WORKSHOPS AND CLASSES & CHILDREN'S THEATRE MUSIC DIRECTOR. MOST RECENTLY I HAD A ONE-MAN RETROSPECTIVE ART SHOW AT THE CASSERA GALLERY IN STANWOOD, WA.

What skills, knowledge and approach would you bring to the Mount Vernon Arts Commission?  
I HAVE MORE THAN A HALF OF A CENTURY OF PARTICIPATION AND STUDIES IN ART AND MUSIC - PLUS A MASTERS DEGREE IN EDUCATION AND BEA IN STUDIO ART. MY APPROACH WOULD BE TO UTILIZE MY UNDERSTANDING OF THE ARTS AND THEIR VALUE IN A COMMUNITY TO PROMOTE MORE ART AND LOCAL INVOLVEMENT IN THE ARTS.

Specify your main area of interest in the arts: Visual Arts Performing Arts Literary Arts

How would your involvement in the Arts Commission help to elevate the arts in our community?  
I HAVE THE STRONG BELIEF THAT ALL OF THE ARTS HAVE AN IMPORTANT ROLE TO PLAY IN THE HEALTH AND VITALITY OF THE ENTIRE COMMUNITY. THIS LONG HELD BELIEF HAS PROPELLED ME TO PARTICIPATE, PROMOTE, AND IN MANY CASES, CREATE A VARIETY OF ART EVENTS INCLUDING CONCERTS, GALLERY SHOWS, MUSICAL THEATRE, SONGWRITERS WORKSHOPS AND CLASSES. I THINK THAT MY DEDICATION TO THE ARTS AND MY EXPERIENCE COULD BE ASSETS TO THE ARTS COMMISSION'S GOALS TO ELEVATE THE ARTS IN OUR COMMUNITY.

References not Related to Applicant

Name: WILLIAM DEMPSTER Phone: 360-319-5806 Relationship: FRIEND

Name: AMY STEFANY Phone: 360-224-674 Relationship: FRIEND

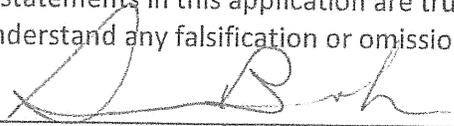
Any Other Relevant Information

Community Service Agreement

The undersigned volunteer, or his or her legal guardian, understands the nature and content of their duties, and in consideration of being permitted to participate in the volunteer program, agree as follows:

1. To waive and release any and all claims for injuries or damages against the City of Mount Vernon, it's officers, agents or employees which may arise out of, or in any way connected with the manner in which the program is conducted or my participation in the program, and
2. To defend, indemnify, and hold harmless the City of Mount Vernon, it's officers, agents and employees, from any liability for damage or claims for damage for personal injury, including death, and property damage, which may arise out of or in any way be connected with the manner in which the program is conducted or my participation in the program.

I authorize the City of Mount Vernon, it's agents at the time of my application for volunteer, or anytime during my service, to verify the information contained in this application as it relates to the volunteer position. I certify my statements in this application are true, complete and correct to the best of my knowledge and belief. I understand any falsification or omission of information may bar me from continued volunteerism.

Signature: 

Date: 1-22-20

\*Email the New Member Application with your Letter of Interest to [mvmayor@mountvernonwa.gov](mailto:mvmayor@mountvernonwa.gov), fax to (360) 336-0623, drop off at 910 Cleveland Avenue, or mail to the address below:

City of Mount Vernon  
Attn: Mayor Jill Boudreau  
910 Cleveland Avenue  
Mount Vernon, WA 98273

Thank you for applying! Please call (360) 336-6215 with any questions.



**DATE:** February 26, 2020  
**TO:** Mayor Boudreau and City Council  
**FROM:** Peter Donovan, Project Development Manager  
**SUBJECT:** OPEN RECORD PUBLIC HEARING FOR 2020-2021 CDBG ACTION PLAN

**RECOMMENDED ACTION:**

None

**INTRODUCTION/BACKGROUND:**

- This is an Open Record Public Hearing to obtain the views of citizens and other interested parties on the housing and non-housing community development needs of the City before a draft Community Development Block Grant (CDBG) 2020 Action Plan is prepared.
- Each year, the City invites public input on how the City's CDBG funding should be directed.
- The amount of the City's 2020 CDBG allotment is approximately \$383,000. In 2019 it was approximately \$390,000. In 2018 it was \$400,488. In 2017 it was \$337,820.

**FINDINGS/CONCLUSIONS:**

None

**RECOMMENDATION:**

None

**ATTACHED:**

Public Notice of Hearing for 2020 CDBG Action Plan

## **NOTICE OF PUBLIC HEARING**

### **City of Mount Vernon Consolidated Plan: 2020 Action Plan**

The City of Mount Vernon is undertaking the planning process for submission of its Consolidated Plan 2020 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan is the planning and application requirement for City's Community Development Block Grant (CDBG). The Consolidated Plan includes a five-year Strategic Plan and, each year, a one-year Action Plan that describes how the City's CDBG will be used to carry out the City's Strategic Plan to meet housing and community development needs.

The 2020 CDBG funding allocation is estimated to be \$400,000. The purpose of this notice is to announce the time and location of the first of two public hearings for this planning process.

The purpose of the hearing is to obtain the views of citizens and other interested parties on the housing and non-housing community development needs of the City before a draft Action Plan is prepared, following which, a second public hearing will be held.

**The time and location of the first hearing is: the regular meeting of the City Council of the Mount Vernon on *Wednesday, February 26, 2020, at 7:00 p.m.* in the Police/Court Campus, 1805 Continental Place, Mount Vernon, WA. Topics for discussion: Description of planning process, anticipated funding, allowable activities, and solicitation of public comment on needs and priorities.**

Written comments may also be submitted to the City of Mount Vernon Project Development Manager, 910 Cleveland Avenue, Mount Vernon, WA 98273, or by email to [mvmayor@mountvernonwa.gov](mailto:mvmayor@mountvernonwa.gov) prior to the hearing. If special accommodations are needed to participate in the hearing, please contact the City Project Development Manager Peter Donovan at least three days prior to the hearing date at the email or address above.

PUBLISH: February 11, 2020

## AVISO DE AUDIENCIA PÚBLICA

### Plan Consolidado de la ciudad de Mount Vernon: Plan de Acción 2020

La ciudad de Mount Vernon está llevando a cabo el proceso de planificación para la presentación de su Plan Consolidado 2020, Plan de Acción anual, al Departamento de Vivienda y Desarrollo Urbanístico de los Estados Unidos (U.S. Department of Housing and Urban Development, HUD). El Plan Consolidado es el requisito de planificación e implementación de la Subvención en Bloque para el Desarrollo Comunitario de la Ciudad (City's Community Development Block Grant, CDBG). El Plan Consolidado incluye un Plan Estratégico de cinco años y, cada año, un Plan de Acción de un año que describa cómo se usará la CDBG de la ciudad para realizar el Plan Estratégico a fin de satisfacer las necesidades de vivienda y desarrollo comunitario.

Se calcula que la asignación de fondos de la CDBG 2020 será de \$400,000. El objetivo de este aviso es anunciar la fecha y la ubicación de la primera de dos audiencias públicas que se realizarán para este proceso de planificación.

El objetivo de la audiencia es obtener las opiniones de los ciudadanos y de otras partes interesadas en las necesidades de desarrollo de vivienda u otras necesidades en la ciudad antes de elaborar el borrador del Plan de Acción, después de lo cual se realizará la segunda audiencia pública.

**La fecha y la ubicación de la primera audiencia es la siguiente: la reunión regular del Consejo de la Ciudad de Mount Vernon, el miércoles 26 de febrero de 2020, a las 7:00 p. m. en el campus de la Policía / el Tribunal, 1805 Continental Place, Mount Vernon, WA. Temas de debate: descripción del proceso de planificación, financiamiento anticipado, actividades permitidas y comentarios del público sobre las necesidades y las prioridades.**

También se pueden entregar comentarios por escrito al gestor de Desarrollo de Proyectos de la ciudad de Mount Vernon en 910 Cleveland Avenue, Mount Vernon, WA 98273, o por correo electrónico escribiendo a [mvmayor@mountvernonwa.gov](mailto:mvmayor@mountvernonwa.gov) antes de la audiencia. Si necesita adaptaciones especiales para participar en la audiencia, comuníquese con el gestor de Desarrollo de Proyectos de la Ciudad, Peter Donovan, al menos, tres días antes de la fecha de la audiencia a la dirección o al correo electrónico mencionados arriba.

PUBLICAR: 11 de febrero de 2020



**DATE:** February 26, 2020  
**TO:** Mayor Boudreau and City Council  
**FROM:** Peter Donovan, Project Development Manager  
**SUBJECT:** NW CLEAN AIR AGENCY UPDATE

**RECOMMENDED ACTION:**

None

**INTRODUCTION/BACKGROUND:**

EXECUTIVE DIRECTOR MARK BUFORD FROM THE NORTHWEST CLEAN AIR AGENCY WILL VISIT TO UPDATE COUNCIL ON HIS ORGANIZATION'S LATEST EFFORTS TO PRESERVE, PROTECT AND ENHANCE MOUNT VERNON'S AIR QUALITY.

**FINDINGS/CONCLUSIONS:**

None

**RECOMMENDATION:**

None

**ATTACHED:**

None



**DATE:** February 26, 2020  
**TO:** Mayor Boudreau and City Council  
**FROM:** Peter Donovan, Project Development Manager  
**SUBJECT:** INTERLOCAL COOPERATIVE AGREEMENT FOR TOURISM PROMOTION AREA

**RECOMMENDED ACTION:**

Motion

**INTRODUCTION/BACKGROUND:**

The ILA reflects the agreement of Skagit County, and each of the cities and towns, in establishing a Tourism Promotion Area under the authority of chapter 39.34 RCW. The ILA outlines not only the purpose of the Skagit County Tourism Promotion Area (“TPA”), but also sets forth the parties’ agreement with respect to its operation, including the establishment of a Skagit TPA Advisory Board, composed of representatives and designees of the parties to the ILA together with stakeholders, including representatives from the Skagit County Lodging Association, EDASC, and the Chambers of Commerce

**FINDINGS/CONCLUSIONS:**

[Click here to enter text.](#)

**RECOMMENDATION:**

Staff recommends Council authorize the Mayor to enter into an interlocal cooperative agreement to form the Skagit County Tourism Promotion Area

**ATTACHED:**

TPA Interlocal Agreement

**DOCUMENT TITLE:** Interlocal Cooperative Agreement between Skagit County and the Cities and Towns in Skagit County for the Joint Establishment of the Skagit County Tourism Promotion Area

**DATE SIGNED:** \_\_\_\_\_ (“Effective Date”)

**PARTIES:** Skagit County, a political subdivision of the State of Washington  
City of Anacortes, a Washington municipal corporation  
City of Burlington, a Washington municipal corporation  
City of Mount Vernon, a Washington municipal corporation  
City of Sedro-Woolley, a Washington municipal corporation  
Town of La Conner, a Washington municipal corporation  
Town of Hamilton, a Washington municipal corporation  
Town of Concrete, a Washington municipal corporation  
Town of Lyman, a Washington municipal corporation

**SKAGIT COUNTY CONTRACT NO.:** \_\_\_\_\_

**INTERLOCAL COOPERATIVE AGREEMENT  
FOR THE JOINT ESTABLISHMENT OF THE SKAGIT COUNTY  
TOURISM PROMOTION AREA**

THIS INTERLOCAL COOPERATIVE AGREEMENT FOR THE JOINT ESTABLISHMENT OF A TOURISM PROMOTION AREA (“Agreement”) is made and entered into by and among Skagit County, a political subdivision of the State of Washington (“Skagit County”), the City of Anacortes, a municipal corporation of the State of Washington, the City of Burlington, a municipal corporation of the State of Washington, the City of Mount Vernon, a municipal corporation of the State of Washington, and the City of Sedro-Woolley, a municipal corporation of the State of Washington (collectively “Cities”), and the Town of La Conner, a municipal corporation of the State of Washington, the Town of Hamilton, a municipal corporation of the State of Washington, the Town of Concrete, a municipal corporation of the State of Washington, and the Town of Lyman, a municipal corporation of the State of Washington (collectively “Towns”), under the Interlocal Cooperation Act, chapter 39.34 RCW, and the Tourism Promotion Area Act, chapter 35.101 RCW, for the purpose of establishing a joint tourism promotion area. The purpose of the joint tourism promotion area is to levy lodging charges to fund tourism promotion in the area of Skagit County, the Cities, and the Towns. Skagit County, the Cities, and the Towns are collectively referred to herein as the “Parties” and individually as a “Party.”

**RECITALS**

WHEREAS, the tourism and recreation industry is a vital and substantial component of Skagit County’s economy and tourism promotion increases the number of visitors to the region, increasing regional sales and supporting the local economy; and

WHEREAS, the Legislature of the State of Washington has recognized the importance of tourism promotion in the State of Washington. In 2003 the Legislature passed Engrossed Substitute Senate Bill No. 6026, codified at chapter 35.101 RCW (the "TPA Act"), authorizing counties, cities, and towns to enter into interlocal agreements under chapter 39.34 RCW to establish tourism promotion areas. The purpose of tourism promotion areas is to generate revenue to be used exclusively to promote tourism in the specific promotion area; and

WHEREAS, the Operators of Lodging Businesses, as those terms are defined below, who would pay sixty percent (60%) or more of the proposed Lodging Charges throughout the Cities, Towns, and Skagit County, are preparing to initiate the formation of a tourism promotion area pursuant to the TPA Act. The Operators of Lodging Businesses expect to commence the process by presenting to Skagit County an Initiation Petition, as provided for in RCW 35.101.020, to form the Skagit County TPA. The proposed boundaries of the area will be Skagit County, Anacortes, Burlington, Mount Vernon, Sedro-Woolley, La Conner, Hamilton, Concrete, and Lyman (the "Skagit County TPA"); and

WHEREAS, depending on occupancy rates, the Operators of the Lodging Businesses project that on an annual basis, the proposed Skagit County TPA will generate approximately \$500,000.00 in revenue for tourism promotion. This amount is an estimate. The amount will vary from year to year depending upon the fluctuating occupancy rates of Lodging Businesses; and

WHEREAS, the revenue stream from the Lodging Charges, as defined below, will establish and promote a Skagit County tourism promotion program to bring more visitors to the area, bolster occupancy at Lodging Businesses, retain current jobs and create new jobs, increase business at restaurants and retail stores, and increase patronage in the arts, cultural, recreational, entertainment, and sporting venues in an increasingly competitive marketplace; and

WHEREAS, Skagit County, as the Legislative Authority as defined below, will impose the Lodging Charges. Skagit County will also contract with the State of Washington, Department of Revenue for the administration and collection of the Lodging Charges; and

WHEREAS, Lodging Charges received from the proposed Skagit County TPA will be remitted to Skagit County as provided for in chapter 35.21 RCW. These resources, under the advisement of the Skagit TPA Advisory Board, will be used by Skagit County to contract with tourism destination marketing organizations, and other such organizations, to promote the area of Skagit County, the Cities, and the Towns, with an increase in tourism throughout the area. The promotion of the region is expected to provide economic benefit to businesses and industries that are connected to the Lodging Business industry and important to the health of the local economy; and

WHEREAS, the Parties now wish to enter into this Agreement for the purpose of appointing a Legislative Authority to receive the Initiation Petition and otherwise carry out the terms of the TPA Act and this Agreement, in order to facilitate the formation and operation of the Skagit County TPA.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties agree:

## **AGREEMENT**

### **1. Definitions.**

In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

1.1 “Agreement” means this Interlocal Agreement for the Joint Establishment of a Tourism Promotion Area within the boundaries of Skagit County, Burlington, Mount Vernon, Sedro-Woolley, La Conner, Concrete, Hamilton, and Lyman by

and among the Parties entered into pursuant to the TPA Act and the Interlocal Cooperation Act, as they may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed that if Hamilton, Concrete, or Lyman (“Small Towns”) elect not to enter into this Agreement, it shall not nullify this Agreement. Rather, in the event one or more of the Small Towns opt not to enter into this Agreement, the Agreement will continue in full force and effect except to the extent: 1) those Small Towns that do not enter into this Agreement shall not be a party to this Agreement; 2) the Skagit County Tourism Promotion Area shall not include the geographic area of those Small Towns, if any, that are not a party to this Agreement; and 3) the Small Towns not a party to this Agreement will not be eligible to be a representative, or appoint a designee, to the Skagit TPA Advisory Board.

1.2 “Anacortes” means the City of Anacortes, a municipal corporation of the State of Washington, organized under the laws and statutes of the State.

1.3 “Annual Budget” means the annual budget approved pursuant to Section 8 of this Agreement.

1.4 “Annual Business Plan” means the annual business plan approved pursuant to Section 8 of this Agreement.

1.5 “Burlington” means the City of Burlington, a municipal corporation of the State of Washington, organized under the laws and statutes of the State.

1.6 “Concrete” means the Town of Concrete, a municipal corporation of the State of Washington, organized under the laws and statutes of the State.

1.7 “Consultant” mean one or more consultants, organizations including tourism destination marketing organizations or other similar organizations, that Skagit County, as the Legislative Authority of the Skagit County TPA, may contract with and/or consult with, under the advisement of the Skagit TPA Advisory Board, on matters relating to the Skagit County TPA, including but not limited to the operation and management of the Skagit County TPA. When used in this Agreement, the defined term Consultant refers to the particular consultant(s) that Skagit County, as the Legislative Authority, contracts with for the operation and management of the Skagit County TPA.

1.8 “Hamilton” means the Town of Hamilton, a municipal corporation of the State of Washington, organized under the laws and statutes of the State.

1.9 “Initiation Petition” means the initiation petition presented to the Legislative Authority pursuant to the TPA Act meeting the requirements set forth in RCW 35.101.020.

1.10 "Interlocal Cooperation Act" means chapter 39.34 RCW, as may be amended from time to time.

1.11 “La Conner” means the Town of La Conner, a municipal corporation of the State of Washington, organized under the laws and statutes of the State.

1.12 "Legislative Authority" means the Legislative Authority of the Skagit County TPA appointed pursuant to Section 3 of this Agreement and having the duties and responsibilities as set forth in the TPA Act.

1.13 “Lodging Business” means a business located within the Skagit County TPA that furnishes lodging taxable by the State under chapter 82.08 RCW that has 40 or more lodging units. Lodging facilities with fewer than 40 rooms are not considered a Lodging Business for the purpose of this Agreement and are exempt from any charges imposed under chapter 35.101 RCW or this Agreement.

1.14 "Lodging Charges" means the charges set forth in the Lodging Businesses' Initiation Petition to the Legislative Authority as provided for in RCW 35.101.020 and .050, and adopted by the Legislative Authority. The Legislative Authority will, in turn, impose the Lodging Charges on the Operators of Lodging Businesses within the Skagit County TPA. These charges will be passed on by the Operators to the guests of the Lodging Businesses, under the authority of the TPA Act, for the purpose of providing funding for tourism promotion in the boundaries of the Skagit County TPA.

1.15 “Lyman” means the Town of Lyman, a municipal corporation of the State of Washington, organized under the laws and statutes of the State.

1.16 “Management Agreement” means the agreement(s) for the operation and management of the Skagit County TPA, including but not limited to, agreements entered into between Skagit County and Consultant.

1.17 “Mount Vernon” means the City of Mount Vernon, a municipal corporation of the State of Washington, organized under the laws and statutes of the State.

1.18 “Operator” or “Operator of a Lodging Business” means an operator of a Lodging Business, whether in the capacity of owner, general manager, lessee, sublessee, mortgagee in possession, licensee, or any other similar capacity that has the authority to act on behalf of, and bind, the Lodging Business.

1.19 “Partners” means a third-party partner that the Skagit County TPA may collaborate and partner with, share resources with, and advance common goals, consistent with the objectives of the Skagit County TPA and considering the recommendations and input from the Skagit TPA Advisory Board all as set forth in this Agreement. Skagit County, as the Legislative Authority, shall be authorized to enter into Memoranda of Understanding and other agreements with such Partners, after considering the recommendations and input from the Skagit TPA Advisory Board. Partners may include, but are not limited to: a) any of the Parties to this Agreement; b) Tribal Communities located within Skagit County, including, but not limited to

the Swinomish Tribe, Samish Indian Nation, the Upper Skagit Indian Tribe, and the Sauk-Suiattle Indian Tribe; c) the Port of Skagit, the Port of Anacortes, and other ports that may be established within Skagit County; and d) individuals, businesses and organizations.

1.20 Sedro-Woolley” means the City of Sedro-Woolley, a municipal corporation of the State of Washington, organized under the laws and statutes of the State.

1.21 “Skagit County” means Skagit County, a political subdivision of the State of Washington.

1.22 “Skagit County Lodging Association PS” means the nonprofit professional service corporation formed March 17, 2017 comprised of lodging business professionals in Skagit County for the purpose of providing tourism industry and marketing expertise, or its successor;

1.23 "Skagit County Tourism Promotion Area" means the geographic area identified in the Initiation Petition, subject to the provisions of Section 1.1.

1.24 “Skagit County TPA” means the Skagit County Tourism Promotion Area.

1.25 “Skagit TPA Advisory Board” means an advisory board created by the Legislative Authority pursuant to Section 7 of this Agreement.

1.26 "State" means the State of Washington.

1.27 “Tourism Promotion” means actions and expenditures designed to increase domestic and international tourism and convention business, including, but not limited to, promotion, branding, advertising, publicizing, marketing, and the preparation and distribution of information for the purpose of encouraging and welcoming travelers, visitors, and tourists to the Skagit County TPA. Such activities include, but are not limited to, strategic planning, market research, creative development, media placement, metrics, sales activities, and designing, hosting and communicating about events relating to promotion and marketing of the Skagit County TPA, operating tourism destination marketing organizations, or contracting with such organizations or other similar organizations, to administer the operation of the Skagit County TPA, and administration, operation, start-up costs, and management support for such services, including, but not limited to, overhead costs (including office rent, supplies, equipment and administrative costs incurred by the Legislative Authority arising out of its role as the Legislative Authority for the Skagit County TPA), staff costs, public notice advertising, legal and accounting costs, and auditing costs, including audits of the Parties and Consultant relating to or arising from this Agreement.

## 2. Purpose of Agreement.

The purpose of this Agreement is to: (1) promote tourism within the boundaries of the

Skagit County TPA by appointing a Legislative Authority for the purpose of accepting an Initiation Petition for the formation of the Skagit County TPA; (2) memorialize the agreement among the Parties relating to the Skagit County TPA; and (3) provide for the structure, governance, and administration of the Skagit County TPA. Once created, the Skagit County TPA will permit the collection of Lodging Charges from Lodging Businesses in order to fund Tourism Promotion. As provided for in RCW 35.101.020, the Initiation Petition must describe the boundaries of the proposed tourism promotion area, the proposed uses and projects to which the proposed revenue from the Lodging Charges will be used and the total estimated costs, the estimated rate for the Lodging Charges with a proposed breakdown by class of Lodging Businesses, if such classification is to be used, and the signatures of the Operators of the Lodging Businesses in the proposed area who would pay sixty percent or more of the proposed Lodging Charges.

3. Appointment of Legislative Authority.

Skagit County is hereby appointed as the Legislative Authority of the Skagit County TPA for purposes of this Agreement and the TPA Act. References in this Agreement to the Legislative Authority shall mean Skagit County, serving in its capacity as the Legislative Authority of the Skagit County TPA. Skagit County shall, in turn, act through its legislative authority, the Board of County Commissioners (“Commissioners”).

It is hereby understood and agreed by the Parties that Skagit County, serving in its capacity as the Legislative Authority, shall, after receiving the Initiation Petition, proceed with considering and adopting a resolution of intention, as provided for in RCW 35.101.030, to establish the Skagit County Tourism Promotion Area designated to include the jurisdictional boundaries of Skagit County, the Cities, and the Towns, subject to the provisions of Section 1.1, and hold a public hearing to consider the establishment of the Skagit County TPA, as provided for in RCW 35.101.030(1), after providing proper notice under the terms of the TPA Act, including those set forth in RCW 35.101.060.

It is understood and agreed to by the Parties that the purpose of forming the Skagit County TPA is to provide an additional source of revenue to be used to fund Tourism Promotion within the boundaries of the Skagit County TPA.

Notwithstanding anything herein to the contrary, if the Skagit County TPA is not formed by September 1, 2020, this Agreement shall terminate and shall be of no further force or effect. Provided the Skagit County TPA is formed by September 1, 2020, Skagit County shall proceed in the manner described in this Agreement and as provided for in the TPA Act, acting as the Legislative Authority of the Skagit County TPA.

4. Powers and Obligations of the Legislative Authority.

The Parties acknowledge and agree Skagit County is being appointed solely to serve as the Legislative Authority for purposes of the TPA Act. The day to day operations of the

Skagit County TPA, including but not limited to, the management, planning, and expenditure of collected Lodging Charges, shall be governed and administered as provided for in this Agreement and shall be managed by a Consultant appointed by, and contracted with Skagit County, as manager and operator of the Skagit County TPA, as provided for in Section 8 below. Skagit County, when acting in its capacity as Legislative Authority, shall have the authority to:

a) Receive the Initiation Petition from the Lodging Businesses, adopt a resolution of intent to form the Skagit County TPA, hold a public hearing as required by the TPA Act, and otherwise carry out the terms of the TPA Act;

b) Pursuant to the authority of chapter 35.101 RCW, by ordinance establish and form a Tourism Promotion Area, known as the Skagit County Tourism Promotion Area, to include the unincorporated area of Skagit County and the entire area within the corporate limits of the Cities and Towns, establish rates of Lodging Charges and levy Lodging Charges pursuant to the terms of this Agreement, the Initiation Petition, and the TPA Act;

c) In accordance with RCW 35.101.130(1), may create a Skagit TPA Advisory Board to make recommendations to Skagit County as the Legislative Authority regarding the use of Lodging Charges collected pursuant to this Agreement;

d) As provided for in RCW 35.101.130(2), enter into agreements with third parties, including Consultant and Partners, as necessary or appropriate to fully implement the purposes of this Agreement and the Skagit County TPA, including but not limited to, agreements with tourism destination marketing organizations, or other similar organizations, to administer the operation of the Skagit County TPA;

e) Adopt an Annual Budget and an Annual Business Plan for the Skagit County TPA. The Annual Budget and Annual Business Plan shall be prepared and proposed by the Consultant and presented to the Skagit TPA Advisory Board for review and consideration and recommendation to the Legislative Authority, Skagit County, as provided for in Section 8;

f) Conduct regular and special meetings regarding the Skagit County TPA;

g) Enter into agreements with the State of Washington, Department of Revenue, as provided for in RCW 35.101.090, and receive funds from federal, state or local agencies and distribute such funds to parties and organizations administering the operation of the Skagit County TPA;

h) Receive and account for all funds allocated to the Skagit County TPA; and

i) Engage in any and all other acts necessary or appropriate to further the goals of this Agreement and to form the Skagit County TPA.

5. Levy of Lodging Charges on Lodging Businesses within the Skagit County TPA.

5.1 *Adoption of Ordinance.* By adoption of ordinance, Skagit County as the Legislative Authority under the authority of chapter 35.101 RCW, will levy Lodging Charges on the Operators of Lodging Businesses within the Skagit County TPA in accordance with the classifications as set forth in the Initiation Petition. The Parties acknowledge and agree, Lodging Charges shall not apply and shall not be imposed upon rooms: a) in which the occupant has stayed 30 or more continuous days as provided for in WAC 58-20-166, as may be amended; b) in which the United States government is directly paying for the rooms as provided for in WAC 458-20-166(5)(h), as may be amended; and c) as provided for in RCW 35.101.055, consisting of temporary medical housing exempt under RCW 82.08.997, as may be amended.

5.2 *Contract with the Department of Revenue.* The Legislative Authority shall contract with the State Department of Revenue for the administration and collection of the Lodging Charges pursuant to the provisions of RCW 35.101.090. As provided for in RCW 35.101.100, Lodging Charges shall be deposited into the local tourism promotion account created in the custody of the State Treasurer. In accordance with the provisions of RCW 35.101.100, the State Treasurer will have the authority to distribute the revenue allocable to the Skagit County TPA, to the Legislative Authority, on a monthly basis. Skagit County, as the Legislative Authority, shall act as fiscal agent for the Skagit County TPA and shall be responsible for receiving Lodging Charges from the State Treasurer and holding such funds in a segregated account(s) until remitted to the Skagit County TPA and/or its Consultant pursuant to Section 8 of this Agreement.

5.3 *Change in Rates.* Any change in the Lodging Charges rates, or classification as set in the resolution of the Legislative Authority, shall be made only by amendment of the ordinance by the Legislative Authority, and only upon written request by the Operators of Lodging Businesses in the proposed area who would pay sixty percent or more of the proposed charges.

5.4 *Nature of Lodging Charges.* It is understood and agreed by the Parties that the Lodging Charges imposed in the Skagit County TPA are not a tax on the "sale of lodging" for the purposes of chapter 82.14 RCW. It is further understood and agreed by the Parties the Lodging Charges imposed under this Agreement are in addition to the special assessments that may be levied under chapter 35.87A RCW.

6. Use of Revenue Generated.

The revenue generated from the Lodging Charges collected by the State Department of Revenue and remitted to the Legislative Authority will be held in a designated account to

fund Tourism Promotion of the Skagit County TPA in accordance with the Annual Budget and Annual Business Plan adapted by the Legislative Authority. Included within the scope of Tourism Promotion is the administration, operation, formation, and start-up costs associated with the Skagit County TPA and the ongoing management and maintenance of the Skagit County TPA.

7. Establishment of a Skagit TPA Advisory Board. The Parties to this Agreement agree that Skagit County, as the Legislative Authority, has the authority under the TPA Act to establish the Skagit TPA Advisory Board as provided for herein. The Skagit TPA Advisory Board may make recommendations to the Legislative Authority regarding the way in which revenue derived from the Lodging Charges is to be used to promote tourism within the Skagit County TPA and work with the Consultant in reviewing, considering, and recommending the Annual Budget and Annual Business Plan to the Legislative Authority for consideration and adoption.

a) The members of the Skagit TPA Advisory Board will include, to the extent practical, the following: (i) a representative, or designee, recommended by each of the Parties to this Agreement except that the towns of Lyman, Hamilton, and Concrete shall jointly recommend one member to the Skagit TPA Advisory Board, subject to the provisions of Section 1.1; (ii) seven members recommended by the Skagit County Lodging Association PS or its successor; (iii) one member recommended by the Economic Development Alliance of Skagit County (“EDASC”) or its successor; (iv) one member recommended by the Skagit County Chamber Executive Directors’ Association (“SCCEDA”) or its successor; and (v) one additional member selected by the Legislative Authority. In the event Skagit County Lodging Association PS, EDASC, or SCCEDA no longer exist and do not have a successor, the Legislative Authority will designate other designees to serve on the Skagit TPA Advisory Board representative of the interests of the original member that is no longer in existence.

b) The initial members of the Skagit TPA Advisory Board shall serve staggered terms, with one-third of the members serving one-year terms, one-third of the members serving two-year terms, and one-third of the members serving three-year terms as set by Resolution of the Legislative Authority. At the initial meeting of the Skagit TPA Advisory Board, its Members shall appoint a chair to provide and coordinate notice of future meetings of the Skagit TPA Advisory Board and to chair the meetings. The Skagit TPA Advisory Board will consider and adopt standing rules, intended to supplement those set out herein, regarding notices, meetings, attendance, member terms, minutes, and decision-making of the Skagit TPA Advisory Board. The affirmative vote of a majority of a quorum of the Skagit TPA Advisory Board will be required to carry any motion, to adopt any rule, or to pass any measure. A quorum shall consist of forty percent (40%) of the appointed membership.

c) Each member of the Skagit TPA Advisory Board will serve to the best of their ability, working on behalf of the goals and objectives of the Skagit County TPA. The Skagit County TPA and the Skagit TPA Advisory Board will develop a conflict of interest policy that each member of the Skagit TPA Advisory Board will execute. The members’ work on behalf of the Skagit TPA Advisory Board, and the Skagit County TPA, will be without charge or payment.

## 8. Management of Skagit County TPA; Annual Budget and Business Plan; Reporting Requirements.

8.1 *Contract.* Skagit County, as the Legislative Authority, may contract, with input and recommendations from the Skagit TPA Advisory Board, with Consultant pursuant to one or more Management Agreements for the management and operation of the Skagit County TPA. The Parties acknowledge and agree Consultant will advise and make recommendations to the Skagit TPA Advisory Board and Skagit County, as the Legislative Authority, on all matters related to the Skagit County TPA and to carry out its purposes as set forth in this Agreement. Such services shall include administering the activities and programs of the Skagit County TPA and preparing a proposed Annual Budget and Annual Business Plan for the Skagit County TPA for the review and consideration of the Skagit TPA Advisory Board and Skagit County, as provided for in more detail in Section 8.2 below.

8.2 *Annual Budget and Annual Business Plan.* The Consultant shall prepare and propose an Annual Budget and Annual Business Plan to the Skagit TPA Advisory Board for its review, consideration and input. The Skagit TPA Advisory Board will, in turn, propose to Skagit County, as the Legislative Authority, a recommended Annual Budget and Annual Business Plan. Skagit County, as the Legislative Authority, will either adopt the recommended Annual Budget and Annual Business Plan as submitted, or return the Annual Budget and Annual Business Plan to the Skagit TPA Advisory Board for further review and consideration before again presenting the Annual Budget and Annual Business Plan to Skagit County, as the Legislative Authority, for review and adoption. In the event the Skagit TPA Advisory Board does not present a recommended Annual Budget and Annual Business Plan to the Legislative Authority by the date annual budgets are due to the County Auditor as established annually by resolution signed by the Board of County Commissioners, then the Legislative Authority may create an Annual Business Plan and Annual Budget with or without the assistance of the Consultant. The TPA Advisory Board may request budget amendments in conjunction with the Legislative Authority's regularly scheduled quarterly budget amendment process. In the first year of the Skagit County TPA operation and after collection of revenues derived from Lodging Charges, the Skagit TPA Advisory Board may recommend a partial year Annual Budget and Annual Business Plan for Lodging Charges expenditures for the Legislative Authority's consideration as part of the Legislative Authority's regularly scheduled quarterly budget amendment process.

Skagit County, as the Legislative Authority, will consider the proposed Annual Budget and Annual Business Plan recommended by the Skagit TPA Advisory Board, setting forth the anticipated revenues from the Lodging Charges for the upcoming fiscal year and providing for the proposed use of such revenue, for the purposes set forth in this Agreement, for the upcoming fiscal year, and once approved, will provide a copy of the Annual Budget and Annual Business Plan to the Parties. The Annual Budget shall consist of:

- a) A list of the Lodging Businesses subject to Lodging Charges and

an estimate of the projected aggregate revenue to be received from all such Lodging Businesses (this projection shall be based on a collective basis rather than that projected by individual Lodging Businesses); and

b) A statement of the proposed budget for all Skagit County TPA activities and programs to be funded from Lodging Charges during the ensuing fiscal year.

8.3 *Fiscal Agent.* All Lodging Charges received by Skagit County, as fiscal agent for the Skagit County TPA, from the State Department of Revenue, and any interest thereon, shall be deposited by Skagit County in a special account, for the benefit of the Skagit County TPA. Payments to Consultant will be made as provided for in contracts executed by Skagit County and Consultant. Provided, however, no revenue from the Lodging Charges shall be transferred in any fiscal year until after the adoption of that year's fiscal Annual Budget.

8.4 *Other Marketing Efforts.* The Parties acknowledge and agree that revenue derived from the Lodging Charges is intended to enhance, supplement, and extend the existing tourism marketing efforts of the Parties and to attract more visitors, both business and leisure visitors, to Skagit County, bolster Lodging Business occupancy, retain current jobs and create new jobs, increase business at restaurants and retail stores, and increase patronage at arts, cultural, and sporting venues within the Skagit County TPA in an ever increasingly competitive marketplace.

## 9. Meetings.

9.1 *Meetings.* All meetings of the Legislative Authority and the Skagit TPA Advisory Board shall be held in full compliance with the Washington Open Public Meetings Act, chapter 42.30 RCW, as may be amended.

9.2 *Quorum.* A quorum for a meeting of the Skagit TPA Advisory Board shall consist of forty percent (40%) of the appointed membership, as provided for in Section 7. In the absence of a quorum at any such meeting, the meeting may be adjourned as allowed by and pursuant to RCW 42.30.090, as may be amended.

## 10. Initial Duration; Withdrawal of a Party and Termination.

10.1 *Initial Term.* The initial duration of this Agreement shall be for a period of ten years from its Effective Date ("Initial Term"), subject to amendment as provided for in Section 13.9. The Parties agree, however, that in the fifth year of the Initial Term, they will review the Agreement, and its terms, and consider whether they wish to make any amendments to the Agreement as provided for in Section 13.9.

10.2 *Withdrawal from Agreement; Termination by the Parties.* Any Party to this Agreement may withdraw its participation in this Agreement, and in the Skagit County TPA, by providing written notice, and serving that notice to the Legislative Authority, all as

provided herein. No Party is permitted to withdraw, however, until this Agreement has been in force at least three years from the Effective Date. Once this Agreement has been in force for three years, any Party may withdraw by providing at least one year notice of its intent to withdraw. By requiring at least one year notice prior to withdrawing from the Skagit County TPA, the Parties acknowledge and agree the importance of notice well in advance of the Skagit County TPA's budget and planning cycle. The Party giving notice of intent to withdraw may revoke its notice by giving written notice of revocation to the Legislative Authority, provided such revocation is provided within forty-five days of the original notice.

Within 90 days after receiving proper notice from a Party that it wishes to withdraw its participation in this Agreement, as provided for in RCW 35.101.140, as may be amended, the Legislative Authority shall disestablish the requested area by ordinance following a hearing to receive public comment regarding the proposed boundary revision and/or disestablishment of an area of the Skagit County TPA. As provided for in RCW 35.101.140, as may be amended, and as applicable, before adopting such an ordinance, the Legislative Authority shall adopt a resolution of intention: (i) identifying the Party that has given notice of withdrawal, (ii) stating that Skagit County TPA may be modified or terminated, as applicable, (iii) describing the change or changes proposed, or indicating it is the intention to revise the boundaries or disestablish the Skagit County TPA, and (iv) providing the time and place of a public hearing to be held by the Legislative Authority on the proposed action; provided, the public hearing shall be at least 15 days prior to consideration of the proposed action. Unless the written notice of withdrawal has been revoked by the withdrawing Party and accepted by the Legislative Authority, the revision or disestablishment of the affected area of the Skagit County TPA shall become effective on the date specified by the Legislative Authority, however, such effective date shall not exceed 45 days from the completion of the public hearing considering the revision of TPA boundaries or disestablishment.

For the sake of clarity, it is the intention of the Parties that this Section 10 provides for a method of withdrawal and/or termination of this Agreement that is initiated solely by a Party to this Agreement. This Section 10 is intended to be in addition to the method of modification and/or disestablishment of the Skagit County TPA as provided in Section 11 below.

#### 11. Modification or Disestablishment of the Skagit County TPA by Petition.

11.1 *Modification or Disestablish.* Upon receipt of a petition expressing the wish to revise the boundaries, or disestablish some or part of the Skagit County TPA, bearing the signatures of the Operators of Lodging Businesses in the Skagit County TPA who pay 60% or more of the total Lodging Charges in the area proposed to be disestablished, as provided for in RCW 35.101.020(4), as may be amended, the Legislative Authority may disestablish the requested area by ordinance following a hearing before the Legislative Authority, as provided for in RCW 35.101.140, as may be amended. In doing so, as provided for in RCW 35.101.140, as may be amended, the Legislative Authority shall adopt a resolution of intention to revise the boundaries or disestablish the Skagit County TPA, and shall state the time and place of a public hearing to be held by the Legislative Authority to consider the

proposed action, provided, the public hearing shall be at least 15 days prior to consideration of the proposed action.

11.2 *Action.* After conducting a public hearing to take public comment on the proposed action as required under Section 11.1 above, the Legislative Authority may, by ordinance, disestablish the requested area of the Skagit County TPA resulting in a revision of boundaries. Notwithstanding the foregoing, if at a hearing held pursuant to Section 11.1 above a petition objecting to the boundary revision or disestablishment is presented, with the signatures of Operators of Lodging Businesses in the Skagit County TPA who pay 60% or more of the Lodging Charges within the area proposed to be removed from the Skagit County TPA, the Skagit County TPA shall not be altered or disestablished. If such a petition objecting to the proposed boundary revision or disestablishment of the affected area is not presented at the hearing, and provided the statutory requirements of the Act, as may be amended, are met, the Legislative Authority shall proceed by ordinance to disestablish an area of the Skagit County TPA.

11.3 *No Obligation.* Notwithstanding anything to the contrary in this Agreement, in no case shall any of the Parties be obligated to satisfy the outstanding obligations of the Skagit County TPA from such Party's moneys, funds, or other sources of revenue unless it otherwise agrees to in writing.

## 12. Accounting, Books, and Records.

12.1 *Funds and Audit.* As provided for in RCW 35.101.090, as amended, the Lodging Charges shall be administered by the State of Washington, Department of Revenue and shall be collected by Lodging Businesses from those persons who are taxable by the State of Washington under chapter 82.08 RCW. As provided for in RCW 35.101.09(3) the Lodging Charges authorized by RCW chapter 82.08, as amended, and this Agreement that are collected by the State of Washington, Department of Revenue (“DOR”), shall be deposited by the DOR in to a separate Skagit County TPA tourism promotion account, as provided for in RCW 35.101.090 and .100. These monies shall be subject to the same audit and fiscal controls as other funds held by the designated County Treasury and in full compliance with record-keeping and accounting methods required by Washington law and/or the Washington State Auditor and Washington State Treasurer in compliance with the requirements of any applicable state program. Interest on investment of the Skagit County TPA funds shall accrue to the benefit of the Skagit County TPA.

12.2 *Records, Audits and Reports: Public Records Requests.* At the expense of the Skagit County TPA, the Legislative Authority shall maintain records and accounts of all operations and expenditures of the Skagit County TPA. All records shall be maintained and be available for inspection and photocopying under the provisions of the Washington Public Records Act, chapter 42.56 RCW (“PRA”), as amended, subject to any exemptions or limitations on disclosure.

13. Miscellaneous Provisions.

13.1 *Waiver.* No elected official, officer, employee, or agent of Skagit County, the Cities, or the Towns has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement by the Parties shall be held to be a waiver of any other or subsequent breach. Failure of the Parties to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part hereof, or the right of the Parties to enforce each and every such provision.

13.2 *Records.* All records prepared, owned, used, or retained by Consultant in conjunction with operating or administering the activities and programs of the Skagit County TPA as provided for under the terms of this Agreement shall be made available by Consultant, upon request, to the Parties.

13.3 *Property and Equipment.* Except as otherwise agreed by Skagit County and Consultant, Skagit County shall be the owner of all property and equipment purchased in furtherance of this Agreement from the revenue generated by the Lodging Charges. In the event of the termination of the Management Agreement with Consultant, Consultant shall make the property and equipment owned by Skagit County available to the successor manager for its use in conjunction with providing similar services to the Skagit County TPA. Provided further, in the event of disestablishment of the Skagit County TPA, all property and equipment purchased by Consultant from revenue generated by the Lodging Charges shall be retained by Skagit County and used for any lawful purpose.

13.4 *Complete Agreement; Supersedure.* This Agreement contains the complete and integrated understanding and agreement between the Parties and supersedes, repeals, and replaces in whole any understanding, agreement, or negotiation whether oral or written not set forth herein including but not limited to any previous agreement adopted by a Party concerning the establishment of the Skagit County TPA. All the terms and conditions agreed upon by the Parties concerning the establishment of the Skagit County TPA and the collection of Lodging Charges from Operators of Lodging Businesses. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand each of the terms of this Agreement, and affirm that no representation, promise, or agreement not expressed in this Agreement has been made to induce the officials of Skagit County, the Cities, or the Towns, to execute this Agreement.

13.5 *Severability.* In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

13.6 *Each Party Responsible for Own Negligence.* Each Party to this Agreement will be responsible for the acts and omissions of its own elected officials, officers, employees, and agents in the performance of this Agreement. None of the Parties will be considered the agent of the other and none of the Parties will assume any responsibility to the other Parties for the consequences of any act or omission of any person, firm, governmental authority or agency or entity not a Party to this Agreement. The Parties shall each indemnify and hold harmless one another, and their respective elected officials, officers, employees, and agents, from any and all liabilities, damages, fees, costs, and expenses, including but not limited to, claims, judgments, or awards of damages arising out of the acts or omissions of any of them or of their respective elected officials, officers, employees, and agents, and shall process and defend at their own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against any of them, arising out of, in connection with, or incident to this Agreement and/or any of their performance, or failure to perform, any aspect of this Agreement.

13.7 *Filing of Agreement.* This Agreement shall become effective immediately after it is duly adopted and executed by the Board of the Skagit County Commissioners, City Council of the City of Anacortes, City Council of the City of Burlington, City Council of the City of Mount Vernon, City Council of the City of Sedro-Woolley, Town Council of the Town of La Conner, and provided they enter into this Agreement, the Town Council of the Town of Hamilton, Town Council of the Town of Concrete, and Town Council of the Town of Lyman, and shall be filed and/or posted as required by RCW 39.34.040 of the Interlocal Cooperation Act.

13.8 *Notice.* Any formal notice or communication to be given among the Parties to this Agreement shall be deemed properly given, if delivered either by physical or electronic means, or if mailed postage prepaid and addressed to:

Skagit County  
1800 Continental Place, Suite 100  
Mount Vernon, WA 98273

City of Anacortes  
Post Office Box 410  
Anacortes, WA 98221

City of Burlington  
833 S. Spruce Street  
Burlington, WA 98233

City of Mount Vernon  
Post Office Box 809  
Mount Vernon, WA 98273

City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Town of La Conner  
Post Office Box 400  
La Conner, WA 98257

Town of Hamilton  
Post Office Box 528  
Hamilton, WA 98255

Town of Concrete  
Post Office Box 39  
Concrete, WA 98237

Town of Lyman  
Post Office Box 1248  
Lyman, WA 98263

13.9 *Amendment.* This Agreement may be amended by the mutual consent of all of the Parties. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of all Parties.

13.10 *No Separate Entity.* It is not the intention that a separate legal entity be established to conduct this cooperative undertaking, and no separate legal entity is established by this Agreement.

13.11 *Neutral Authorship.* Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the Parties. No presumption of other rules of construction that would interpret the provisions of this Agreement in favor of, or against, a Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The Parties each represent they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The Parties represent and warrant they have fully read this Agreement, understand its meaning and effect, and enter into this Agreement with full knowledge of its terms.

13.12 *Counterparts.* This Agreement may be executed in any number of counterparts, each of whom shall be an original, but those counterparts will constitute one and the same instrument.

*Signatures on next page.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
RON WESEN, Commissioner

\_\_\_\_\_  
KEN DAHLSTEDT, Commissioner

\_\_\_\_\_  
LISA JANICKI, Commissioner

Recommended:

By: \_\_\_\_\_  
Trisha Logue, County Administrator

Approved as to Indemnification:

By: \_\_\_\_\_  
Donnie LaPlante, Risk Manager

Approved as to Form:

By: \_\_\_\_\_  
Melinda Miller, Deputy Prosecuting Attorney

Attest:

By: \_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_







**DATE:** February 26, 2020  
**TO:** Mayor Boudreau and City Council  
**FROM:** Doug Volesky, Finance Director  
**SUBJECT:** AGREEMENT WITH THE ECONOMIC DEVELOPMENT ALLIANCE OF SKAGIT COUNTY FOR THE YEAR 2020

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to enter into an agreement with the Economic Development Alliance of Skagit County for the calendar year 2020.

**INTRODUCTION/BACKGROUND:**

Each year the City of Mount Vernon budgets for and provides funding to the Economic Development Alliance of Skagit County.

The City does not have the expertise or resources to adequately promote economic investment and this nonprofit organization was formed for the express purpose of promoting and attracting new business, expanding existing business and enhancing trade opportunities for all of Skagit County.

The City receives significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional tax revenues.

**FINDINGS/CONCLUSIONS:**

The City has committed \$10,000 of financial support to the Economic Development Alliance of Skagit County for this agreement for 2020 which is included in the adopted 2020 City budget. An agreement between our two agencies needs to be approved to confirm the City's funding commitment.

**RECOMMENDATION:**

Staff recommends Council authorize the Mayor to enter into this agreement.

**ATTACHED:**

Agreement between the Economic Development Alliance of Skagit County and the City of Mount Vernon.

**AGREEMENT  
BETWEEN  
ECONOMIC DEVELOPMENT ALLIANCE OF SKAGIT COUNTY  
AND  
CITY OF MOUNT VERNON**

THIS AGREEMENT made and entered into by and between the City of Mount Vernon (hereinafter referred to as the City) and the Economic Development Alliance of Skagit County (hereinafter referred to as Provider) WITNESSES THAT:

WHEREAS, the City receives significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional tax revenues, and

WHEREAS, the City does not have the expertise or resources to adequately promote economic investment, and

WHEREAS, the Provider is a nonprofit organization formed for the express purpose of promoting and attracting new business, expanding existing business and enhancing trade opportunities for all of Skagit County, and

WHEREAS, the Scope of Work included in this contract is consistent with the purpose and state law, and

WHEREAS, the City and the Provider are desirous of entering into a contract to formalize their relationship;

1. Services to be Provided by the Parties:

a. The Provider shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work.

b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

2. Scope of Work:

The Provider shall:

a. Pro-Actively market Mount Vernon to potential business and industry.

b. Provide administrative and marketing services for special development

Projects identified by EDASC or solicited by the community, Mount Vernon or local associations.

c. Prospect for trade development in the Mount Vernon area through local seminars and identify local manufacturers of products with export potential.

d. Work with Mount Vernon businesses on expanding the employment base and on business retention efforts.

e. Maintain an industrial site inventory for Mount Vernon that contains necessary information for potential businesses evaluating site locations.

3. Time of Performance:

All activities described under Scope of Work shall be conducted over the course of the current budget year, January 1, 2020 through December 31, 2020.

4. Consideration:

The City shall contribute \$10,000.00 to the Provider to accomplish the scope of work.

Provider will submit an invoice to the City quarterly for payments of \$2,500 each for services. The City shall remit payment of said invoice within 30 days to the extent the services have been provided by the provider as outlined herein.

5. Relationship:

The City and Provider intend that an independent contractual relationship be created by this contract. Provider is not considered to be an employee of the City for any purpose, and neither the Provider nor any employee of the Provider shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that Provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

6. Suspension, Termination, and Close Out:

If the Provider fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

7. Changes, Amendments, Modifications:

The City may, from time to time, require changes or modifications in the Scope of Work to be performed here-under. Such changes, including any decrease or increase in the amount of compensation therefore, which are mutually agreed upon by the City and the Provider shall be incorporated in written amendments to this contract.

8. Assignability:

The Provider shall not assign any interest on this contract, and shall not transfer any interest on the contract (whether by assignment or novation), without prior written consent of the City.

9. Reports and Information:

The Provider, at such time as and in such form as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

10. Compliance with Local Laws:

The Provider shall comply with all applicable laws, ordinances, and codes of the state and local government and the Provider shall hold and save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

11. Audits and Inspections:

The City or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the contract by whatever legal and reasonable means are deemed expedient by the City.

12. Hold Harmless:

The Provider agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from and against all loss and expense,

including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Provider's and its agents' negligent performance of work associated with this agreement.

This agreement contains all terms and conditions agreed to by the City and the Provider.

IN WITNESS WHEREOF, the City and the Provider have executed this contract agreement as of the date and year last written below:

**CITY OF MOUNT VERNON**

**PROVIDER**

\_\_\_\_\_  
Jill Boudreau, Mayor

\_\_\_\_\_  
John Sternlicht, CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Doug Volesky, Finance Director

Approved as to form:

\_\_\_\_\_  
Kevin Rogerson, City Attorney



**DATE:** February 26, 2020

**TO:** Mayor Boudreau and City Council

**FROM:** William Bullock, PE – City Engineer

**SUBJECT: Sole Source Purchase: Flygt NT-3301 Influent Pumps  
Mount Vernon Waste Water Treatment Plant**

**RECOMMENDED ACTION:**

Staff recommends declaring Whitney Equipment Company, Inc. as a sole source, and giving the Mayor permission to purchase the Flygt influent pumps from Whitney Equipment Company, Inc.

**INTRODUCTION/BACKGROUND:**

The influent pumps at the head works of the Waste Water Treatment Plant (WWPT) which distribute raw effluent to the primary treatment stage. These pumps, a total of four, are approaching the end of their expected serviceable life and will likely require replacement within the next 1 to 5 years. It is a typical practice to replace pumps before they reach the serviceable life threshold and risk experiencing a critical failure to avoid a potential emergency condition at the WWPT.

**FINDINGS/CONCLUSIONS:**

Because manufacture of these pumps require a lengthy lead time of 10 to 12 week, Public Works is requesting the purchase of a total of three pumps to have in stock and have readily available when it becomes necessary to replace the pumps as part of their maintenance cycle.

The purchase of the Flygt 3301 pumps are best suited for this application in the WWTP because of the following reasons:

1. Consistency of maintenance requirements and in-house knowledge of equipment.
2. Consistency of spare parts.
3. Proven reliability in existing service locations (WWTP and two Sewage Pump Stations).
4. Anti-clogging impellor, unique to Flygt pumps, is critical for maintenance reliability.
5. Integrated explosion proof motors.

In this instance, implementing a consistent brand of pump equipment is necessary; not doing so would make efficient WWTP maintenance and operations overly difficult on a critical element of the facility.

In accordance with RCW 39.04.280(1)(a), sole source bidding is allowable because the product is available only through one supplier. Attached is a letter from Whitney Equipment Company certifying they are a sole source distributor and Mount Vernon is receiving the lowest possible pricing for this product.

Total cost of the purchase of three (3) Flygt 3301 influent pumps is \$236,830.13 (including tax).

**RECOMMENDATION:**

Motion to approve authorization for the Mayor to purchase three (3) Flygt 3301 influent pumps, declaring Whitney Equipment Company, Inc. as a sole source supplier, in an amount not to exceed \$236,830.13 (including tax).

**ATTACHED:**

1. Resolution xx-xxxx
2. WECI Price Quote
3. WECI Sole Source Certification

# CITY OF MOUNT VERNON, WASHINGTON

## RESOLUTION NO. \_\_\_\_\_

### **A RESOLUTION OF THE CITY OF MOUNT VERNON, WASHINGTON, AUTHORIZING THE CITY MAYOR TO PURCHASE THREE (3) FLYGT 3301 INFLUENT PUMPS FOR THE WASTE WATER TREATMENT PLANT FROM SOLE SOURCE SUPPLIER WHITNEY EQUIPMENT COMPANY, INC.**

**WHEREAS**, the City of Mount Vernon has been required over its history to provide a complete range of municipal services to City residents, and neighboring community including the services of providing sanitary sewer to its citizens; and

**WHEREAS**, the City Public Works Department is anticipating the need to replace one or more of the influent pumps at the waste water treatment plan as part of customary maintenance before the existing pumps reach the end of their service life; and

**WHEREAS**, the Mount Vernon City Council finds that influent wastewater pumps are essential equipment needed to maintain and operate the City's wastewater treatment plant and city-wide sanitary sewer system; and

**WHEREAS**, the City Public Works Deptment has opined that wastewater pumps are needed and that it is necessary to purchase three (3) Flygt NT 3301 influent pumps because :

- a) Flygt pumps have the same or similar maintenance requirements of pumps already installed eliminating the need for staff retraining;
- b) staff has already an embedded, in-house familiarity, knowledge and proven track record of operating and maintaining the Flygt pumps which have performed exceeding well for the City;
- c) installing pumps already in use elsewhere in the Plant is more efficient and promotes consistency in maintaining spare part inventories;
- d) the Flygt pump design is best suited to pump rags and other springy debris unique to Mount Vernon with reduced frequency of clogging which has been proven and demonstrated in existing service locations (WWTP and two Sewage Pump Stations) clogging resistant impellor (unique to Flygt pump and critical for maintenance reliability) and integrated explosion proof motors and
- e) Flygt pumps have the pumping capacity required to meet the City's current maximum possible plant inflow and DOE Order on Consent No. [DE96WQ-N105]; and

**WHEREAS**, Flygt pump equipment is available from only one Washington distributor, Whitney Equipment Company, Inc.; and

**WHEREAS**, the City has received certification from the Whitney Equipment Company, Inc. that it is a sole source supplier for Flygt 3301 influent pumps and has additionally been vetted as the sole source supplier for these products for neighboring jursidictions such as City of Lynden, City of Ferndale, and Birch Bay Water and Sewer Disctrict; and

**WHEREAS**, the supplier has certified that this product is being offered at the lowest available price to the City of Mount Vernon; and

**WHEREAS**, the City Council finds Whitney Equipment Company, Inc. is clearly and legitimately a sole source supplier for Flygt 3301 influent pumps and that: i) influent pumps are a critical piece of equipment, ii) that it has valid reasons for wanting Flygt Pumps, and iii) it is within the best interests of the City and all areas served by the City sanitary sewer to purchase Flygt Pumps; and

**WHEREAS**, the City of Mount Vernon is an optional municipal code city with a population exceeding 20,000 organized under Title 35A RCW; and

**WHEREAS**, competitive bids are not statutorily required for a code city with population of 20,000 or more for the purchase of supplies, materials, or equipment; and

**WHEREAS**, pursuant to RCW 39.04.280, the City of Mount Vernon may waive bidding requirements when the purchase is clearly and legitimately limited to a single source or supply; and

**WHEREAS**, pursuant to MVMC 2.96.120, the Finance Director has determined in writing, because of the aforementioned limitations there is only one source for the required equipment and that a record of the sole source procurement will be maintained that lists the contractor's name, the amount and type of the contract, and a list of the item(s) procured under the contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mount Vernon, WA as follows:

Section 1. Authorization. The Mayor is hereby authorized to purchase three (3) Flygt 3301 influent pumps, from Whitney Equipment Company, Inc., for Waste Water Treatment Plant for an amount not to exceed \$236,830.13 (including tax).

PASSED BY THE CITY COUNCIL AT A REGULAR BUSINESS MEETING THEREOF ON THE 26<sup>TH</sup> DAY OF FEBRUARY 2020.

---

Jill Boudreau, Mayor

ATTEST:

---

Doug Volesky, Finance Director

APPROVED AS TO FORM:

---

Kevin Rogerson, City Attorney



# WECCI

Whitney Equipment Company, Inc

16120 Woodinville-Redmond Road Suite 3 Woodinville, WA 98072 [www.weci.com](http://www.weci.com) 800-255-2580

---

Quote #: 30118R2

Date: 12/19/19

To: Mount Vernon WWTP  
Attn: Gary Duranceau  
Phone: 360-336-6219  
Email: [garyd@mountvernonwa.gov](mailto:garyd@mountvernonwa.gov)

From:  
Whitney Equipment Company  
Laura Haggard

Gary,

Here is the quotation you requested to replace your existing Fairbanks Morse dry pit pumps with a Flygt dry pit submersible pumps. I understand that the duty point is 4250gpm at 50ft TDH with a static of 40ft during peak flow. I also understand that you would like the VFD to turn the pump down to 350gpm in low flow times. The power at the site is 460V, 3ph. The price is as follows:

### Influent Pumps, 1 is a Spare pump

ITEM	QTY.	PART #	DESCRIPTION	UNIT PRICE	TOTAL
1	3	NT-3301.095	Flygt NT3301.095-634 with: (3) 85HP explosion proof motors (3) Stainless Steel Cooling Jackets (3) Fluid Leak Sensors (3) 460volt, 3 phase submersible pumps (3) 634 N Hard iron impeller and insert rings (3) 65ft shielded power cables (2) Mini Cas and Sockets (2) 10" x 12" sweeping elbows (2) T stand Kits 1 day Start up		\$209,875.00
			Estimated Freight to Mount Vernon, WA		\$8,000.00
			Sales Tax @ 8.7%		<u>\$18,955.13</u>
			<b>TOTAL</b>		<b>\$236,830.13</b>

Please make ensuing purchase orders to: Whitney Equipment Company, Inc.

FOB: Factory, freight is estimated above  
Terms: Net 30 days on approved accounts

This quote is valid for 30 days.  
Lead Time: 10-12 weeks ARO

If you have any questions, please give me a call.

Thank you,

Laura Haggard  
CC: Stephen Clark, Inside Sales



**Mark A Shaw**  
**SE Territory Manager**  
**Flygt Products**  
**Xylem Water Solutions, Inc.**

**766 N Sandy Ln**  
**Elkhorn, WA 53121**  
**Cell 262 227 3763**

**mark.shaw@xyleminc.com**

January 28, 2020

Subject: Flygt Influent Pumps

Gary Duranceau  
City of Mount Vernon  
1401 Britt Road  
Mount Vernon, WA 98273

This letter is to inform you that

Whitney Equipment Company, Inc.  
16120 Woodinville Redmond Road Unit 3  
Woodinville, WA 98072  
425-486-9499

is the exclusive factory authorized distributor of Flygt pumps and accessories for the Municipal and Industrial markets for the entire State of Washington. Whitney is also the sole factory authorized service center for Washington, employing factory-trained mechanics that are capable of servicing all Flygt products manufactured by Xylem Water Solutions.

The City of Mount Vernon is receiving the lowest possible pricing for the Flygt NT-3301 pumps on quotation number 30118. Birch Bay Water and Sewer District, Lynden WWTP as well as the City of Ferndale exclusively source Flygt Pumps.

Your interest in Flygt products is genuinely appreciated.

Sincerely,

*Mark A Shaw*

Mark A. Shaw  
Territory Manager  
Flygt Products, a Xylem brand  
262 227 3763



**DATE:** February 26, 2020  
**TO:** Mayor Boudreau and City Council  
**FROM:** Chris Phillips, Development Services Director  
**SUBJECT:** COUNTY-CITY INTERLOCAL COOPERATIVE AGREEMENT & RIGHT OF WAY EASEMENT FOR 3RD AND KINCAID STREETS

**RECOMMENDED ACTION:**

City Staff requests City Council authorize the Mayor to enter into a Interlocal Cooperative Agreement & Right-of-Way for 3rd and Kincaid Street not to exceed \$5,735.70.

**INTRODUCTION/BACKGROUND:**

As part of the multi-million dollar Visconsi development located off of Kincaid Street. The WA State Department of Transportation required Visconsi to construct a U-turn at 3rd and Kincaid Street. In order to complete that required action, the City has been in negotiation with the County for the past 6-8 months on the proposed language before you. The next step once the City Council authorizes the Mayor to enter into the above agreements is to enter into Right-of-Way Easement agreement with Visconsi for the exact amount (\$5,735.70...therefore, a zero cost to the City).

**FINDINGS/CONCLUSIONS:**

Pls review the attached Interlocal Agreement and Right-of-Way Easement documents attached.

**RECOMMENDATION:**

City Staff recommends City Council authorize the Mayor to enter into these agreements.

**ATTACHED:**

1. Interlocal Cooperative Agreement
2. Right-of-Way Easement Agreement



**DATE:** February 26, 2020  
**TO:** Mayor Boudreau and City Council  
**FROM:** Chris Phillips, Development Services Director  
**SUBJECT:** BUILDING INSPECTOR PROFESSIONAL SERVICES CONTRACT

**RECOMMENDED ACTION:**

City Staff requests City Council authorize the Mayor to enter into a Professional Services Agreement for inspection services with Materials Testing & Consulting, Inc. not to exceed \$40,000. City Council authorized this amount in the 2020 budget.

**INTRODUCTION/BACKGROUND:**

None

**FINDINGS/CONCLUSIONS:**

Contracted inspection services are required to meet an unprecedented level of new building construction, tenant improvements and other life safety inspections. City Staff will provide quarterly updates on the numbers of inspections and if a budget contract amendment may be required.

**RECOMMENDATION:**

City Staff requests City Council authorize the Mayor to enter into the Professional Services Contract with Materials Testing & Consulting, Inc..

**ATTACHED:**

Contract attached.



**DATE:** February 26, 2020  
**TO:** Mayor Boudreau and City Council  
**FROM:** Rebecca Lowell, Development Services  
**SUBJECT:** PROFESSIONAL SERVICES CONTRACT WITH SKAGIT SURVEYORS & PLANNING

**RECOMMENDED ACTION:**

Staff recommends Council approval of a professional services contract with Skagit Surveyors and Planning.

**INTRODUCTION/BACKGROUND:**

The attached contract is for professional services provided by Skagit Surveyors & Planning to provide on-call planning and related development review services for the City.

Due to work load demands staff recommends approval of the professional services agreement with Marianne Manville-Ailles, AICP, of Skagit Surveyors & Planning on an as-needed basis to maintain efficient and timely permit review. Ms. Manville-Ailles will be processing land use permits, and other planning services as needed.

The Department has had Skagit Surveyors under contract to complete the same scope of work since 2008.

**FINDINGS/CONCLUSIONS:**

It has been determined that the professional services provided by Skagit Surveyors & Planning are necessary and essential in completing meeting State mandated timelines for processing permits.

**RECOMMENDATION:**

Approval of the accompanying contract.

**ATTACHED:**

- Professional Services Contract with Skagit Surveyors and Planning



**DATE:** February 26, 2020

**TO:** Mayor Boudreau and City Council

**FROM:** Rebecca Lowell, Development Services

**SUBJECT:** PROFESSIONAL SERVICES CONTRACT WITH ARMADILLO DESIGN LAB

**RECOMMENDED ACTION:**

Staff recommends Council approval of a professional services contract with Armadillo Design Lab.

**INTRODUCTION/BACKGROUND:**

The attached contract is for professional services provided by Armadillo Design Lab (Adair Orr) to complete building permit design review for the City.

Design review is required for projects that have been approved as Planned Unit Developments, for small lot plats (where the average lot size is less than 7,500 square feet) for all multi-family projects, and many projects located in the historic downtown and surrounding areas. The City's design review standards have been codified within Mount Vernon Municipal Code Chapter 17.70.

The City collects fees from applicants submitting building permits for design review approvals.

The Department has had Armadillo Design Lab under contract to complete this type of work for the City since 2016.

**FINDINGS/CONCLUSIONS:**

It has been determined that the professional services provided by Armadillo Design Lab are necessary and essential in completing meeting State mandated timelines for processing permits. Additionally, the consultant completes work outside of the expertise of staff.

**RECOMMENDATION:**

Approval of the accompanying contract.

**ATTACHED:**

- Professional Services Contract with Armadillo Design Lab



**DATE:** February 26, 2020  
**TO:** Mayor Boudreau and City Council  
**FROM:** Rebecca Lowell, Development Services  
**SUBJECT:** PROFESSIONAL SERVICES CONTRACT WITH 7K ENVIRONMENTAL

**RECOMMENDED ACTION:**

Staff recommends Council approval of a professional services contract with 7K Environmental.

**INTRODUCTION/BACKGROUND:**

The attached contract is for professional services provided by 7K Environmental (Kate Knox Machata) to provide critical area work for the City.

The City's Managed Ecosystem Alternative program that was adopted in 2007 as part of the Critical Areas Ordinance requires that mitigation sites be permitted and monitored. Mrs. Machata has assisted the City for a number of years with peer review of critical area reports and permits since the City does not have a critical area biologist on staff.

The Department has had 7K Environmental under contract to complete this type of work for the City since 2012.

**FINDINGS/CONCLUSIONS:**

It has been determined that the professional services provided by 7K Environmental are necessary and essential in meeting the City's obligations with regard to our Managed Ecosystem Alternative program, reviewing projects that are on/near critical areas or their associated buffers, and to complete permit/code required monitoring of critical areas and their associated buffers.

**RECOMMENDATION:**

Approval of the accompanying contract.

**ATTACHED:**

- Professional Services Contract with 7K Environmental



**DATE:** February 26, 2020

**TO:** Mayor Boudreau and City Council

**FROM:** Rebecca Lowell, Development Services

**SUBJECT:** PROFESSIONAL SERVICES CONTRACT WITH TRANSPORTATION SOLUTIONS INC (TSI)

**RECOMMENDED ACTION:**

Staff recommends Council approval of a professional services contract with Transportation Solutions Inc. (TSI).

**INTRODUCTION/BACKGROUND:**

The City is entering into an agreement with Transportation Solutions, Inc. to perform and prepare traffic evaluations and analysis for development projects (with the applicant paying for the City evaluation) instead of an applicant hiring a traffic engineer to prepare their report.

In addition to development specific reviews TSI's assists the City with other needed services such as: traffic counts, intersection studies, cost estimates, or other services related to the City's transportation network on a Task Order basis.

The Department has had Victor Salemann, P.E. (previously with David Evans & Associates) under contract to complete this type of work for the City since 2007.

**FINDINGS/CONCLUSIONS:**

It has been determined that the professional services provided by TSI are necessary and essential to comply with the City's development regulations contained within MVMC Chapters 3.40 and 14.10 and to implement the City's Transportation Element of the Comprehensive Plan.

**RECOMMENDATION:**

Approval of the accompanying contract.

**ATTACHED:**

- Professional Services Contract with TSI



**DATE:** February 26, 2020  
**TO:** Mayor Boudreau and City Council  
**FROM:** Rebecca Lowell, Development Services  
**SUBJECT:** PROFESSIONAL SERVICES CONTRACT WITH L.C. LEE & ASSOCIATES, INC.

**RECOMMENDED ACTION:**

Staff recommends Council approval of a professional services contract with L.C. Lee & Associates, Inc.

**INTRODUCTION/BACKGROUND:**

The attached contract is for professional services provided by L.C. Lee & Associates, Inc. (Dr. Lyndon Lee) to provide critical area work for the City.

The City's Managed Ecosystem Alternative program adopted in 2007 as part of the Critical Areas Ordinance requires that mitigation sites be permitted and monitored. Dr. Lee has historically completed part of this work for the City. Additionally, Dr. Lee has assisted the City for a number of years with peer review of critical area reports and permits since the City does not have a critical area biologist on staff. Lastly, Dr. Lee will be assisting staff with updates to our Shoreline Management Master Plan mapping, and implementation of the City's 'door 2' approach that satisfies the performance standards of the Biological Opinion issued by National Marine Fisheries Services (NMFS).

The Department has had Dr. Lee under contract to complete this type of work for the City since 2007.

**FINDINGS/CONCLUSIONS:**

It has been determined that the professional services provided by L.C. Lee & Associates are necessary and essential in meeting the City's obligations with regard to our Managed Ecosystem Alternative program, implementation of NMFS's Biological Opinion, reviewing projects that are on/near critical areas or their associated buffers, and to complete updates to City development standards.

**RECOMMENDATION:**

Approval of the accompanying contract.

**ATTACHED:**

- Professional Services Contract with L.C. Lee & Associates, Inc.



**DATE:** February 26, 2020  
**TO:** Mayor Boudreau and City Council  
**FROM:** Rebecca Lowell, Development Services  
**SUBJECT:** PROFESSIONAL SERVICES CONTRACT WITH OLBRECHTS & ASSOCIATES, PLLC

**RECOMMENDED ACTION:**

Staff recommends Council approval of a professional services contract with Olbrechts & Associates, PLLC.

**INTRODUCTION/BACKGROUND:**

The attached contract is for professional services provided by Olbrechts & Associates, PLLC (Phil Olbrechts) to complete on-call Hearing Examiner services. The City has a number of different permits that require recommendations or approvals by a Hearing Examiner.

Mount Vernon Municipal Code Chapter 2.34, Hearing Examiner, outlines the creation, appointment, qualifications and other pertinent information with regard to the work Hearing Examiner's complete for the City.

The Department has had Olbrechts & Associates, PLLC under contract to complete this type of work for the City since 2018.

**FINDINGS/CONCLUSIONS:**

It has been determined that the professional services provided by Olbrechts & Associates, PLLC are necessary and essential to process certain types of permits.

**RECOMMENDATION:**

Approval of the accompanying contract.

**ATTACHED:**

- Professional Services Contract with Olbrechts & Associates, PLLC



**DATE:** February 26, 2020  
**TO:** Mayor Boudreau and City Council  
**FROM:** Rebecca Lowell, Development Services  
**SUBJECT:** PROFESSIONAL SERVICES CONTRACT WITH CHRISTIAN CARLSON

**RECOMMENDED ACTION:**

Staff recommends Council approval of a professional services contract with Christian Carlson.

**INTRODUCTION/BACKGROUND:**

The attached contract is for professional services provided by architect Christian Carlson to complete design review for the City.

Design review is required for projects that have been approved as Planned Unit Developments, for small lot plats (where the average lot size is less than 7,500 square feet) for all multi-family projects, and many projects located in the historic downtown and surrounding areas. The City's design review standards have been codified within Mount Vernon Municipal Code Chapter 17.70.

The City collects fees from applicants submitting building permits for design review approvals.

The Department has had Mr. Carlson under contract to complete this type of work for the City since 2018.

**FINDINGS/CONCLUSIONS:**

It has been determined that the professional services provided by Mr. Carlson are necessary and essential in completing meeting State mandated timelines for processing permits and because Mr. Carlson provides services that are outside the scope of staff's expertise.

**RECOMMENDATION:**

Approval of the accompanying contract.

**ATTACHED:**

- Professional Services Contract with Christian Carlson



**DATE:** February 26, 2020

**TO:** Mayor Boudreau and City Council

**FROM:** Rebecca Lowell, Development Services

**SUBJECT:** PROFESSIONAL SERVICES CONTRACT WITH LAND DEVELOPMENT ENGINEERING & SURVEYING, INC.

**RECOMMENDED ACTION:**

Staff recommends Council approval of a professional services contract with Land Development Engineering & Surveying, Inc. (LDES).

**INTRODUCTION/BACKGROUND:**

The attached contract is for professional services provided by LDES to complete engineering plan review and inspection services for the City. Due to work load demands staff recommends approval of the professional services agreement with LDES on an as-needed basis to maintain efficient and timely permit review.

The Department has had LDES under contract to complete this type of work for the City since 2014.

**FINDINGS/CONCLUSIONS:**

It has been determined that the professional services provided by LDES are necessary and essential in completing meeting State mandated timelines for processing permits.

**RECOMMENDATION:**

Approval of the accompanying contract.

**ATTACHED:**

- Professional Services Contract with LDES



**DATE:** February 26, 2020

**TO:** Mayor Boudreau and City Council

**FROM:** Rebecca Lowell, Development Services

**SUBJECT:** PROFESSIONAL SERVICES CONTRACT WITH URBAN FORESTRY SERVICES/BARTLETT CONSULTING

**RECOMMENDED ACTION:**

Staff recommends Council approval of a professional services contract with Urban Forestry Services/Bartlett Consulting.

**INTRODUCTION/BACKGROUND:**

The attached contract is for professional services provided by Urban Forestry Services/Bartlett Consulting (Jim Barborinas).

The Mount Vernon Municipal Code requires review and approval of the installation of trees, shrubs and groundcover on private and public property. Development Services staff pays particular attention to street trees installed on public property due to the negative impacts improperly installed trees can have to City infrastructure and nearby private property.

Mr. Barborinas' services include all aspects of arboricultural consultation such as tree appraisals, hazard tree assessment, tree and plant selection, inspection and approval, landscape installation monitoring for compliance, tree protection plans, tree code review and other consultation services as related to trees and plants as requested by staff when necessary.

The Department has had Urban Forestry under contract to complete this type of work for the City since 2013.

**FINDINGS/CONCLUSIONS:**

It has been determined that the professional services provided by Urban Forestry/Bartlett Consulting are necessary and essential to ensure compliance with the MVMC and to protect public and private property.

**RECOMMENDATION:**

Approval of the accompanying contract.

**ATTACHED:**

- Professional Services Contract with Urban Forestry/Bartlett Consulting