

ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS
(Including Diking Improvement District #4)

JULY 4, 2016

Legal Holiday - 4th of July

JULY 5, 2016

10:00 a.m. Regular Meeting

11:30 a.m. Annual Inspection of Island County Corrections and Detention Facilities

JULY 6, 2016

9:00 a.m. Work Session with Individual Departments and Elected Officials

Location (Unless otherwise noted): Board of County Commissioners Hearing Room (Room 102B Basement), Island County Annex Bldg., 1 NE 6th Street, Coupeville, WA

[\[CLICK HERE for Internet link to Island County Coupeville Campus Map & Contact Guide\]](#)

MEETING AGENDA – JULY 5, 2016

10:00 a.m. Convene Regular Meeting -- Pledge of Allegiance

Welcome to the Board of County Commissioners meeting. The Board values your input and ideas, and sets aside a time called "Public Input or Comments." A "Public Hearing" or "Public Meeting" will begin no sooner than the time shown. Occasionally, items do not make this agenda in time, but are added just prior to the meeting at the discretion of the Chair. This separate "Chair's Agenda" will be addressed as the schedule permits.

10:00 a.m. Public Input or Comments

This is time set aside for members of the public to speak to the Board about subjects of concern or interest, or items on the agenda. Comments on matters scheduled for Public Hearing will be taken at the time shown on the agenda. The Board will take all information under advisement, but generally will not take any action unless it is emergent in nature. To ensure your comments are recorded properly, please state your name and address clearly into the microphone. Please limit your comments to 2 minutes.

Consent Agenda

[Consent Agenda items will be considered together and will be approved on a single motion typically without discussion. The items proposed for the Consent Agenda are considered to be routine and public comment or inquiries are not anticipated. Any item on the Consent Agenda will be moved to the Regular Agenda upon request from any Board Member prior to or during the Board meeting. An item moved to the Regular Agenda will be considered after the Consent Agenda.]

- 1) [Approve](#) pre-audited vouchers, warrants, electronic funds transfers and payroll

Human Services

- 2) [Contract Amendment No.1](#) with Service Alternatives, Inc. to add funding for Individual Employment services for citizens with developmental challenges. Contract No. HS-25-15(1); Contract period: 5/1/16-6/30/16; Amount: \$63,153 (RM-HS-2016-220)
- 3) [Contract Amendment No. 1](#) with Sherwood Community Services to reduce funding amount. Contract No. HS-28-15(1); Contract period: 7/1/15-6/30/16; Amount: -\$5,000 (RM-HS-2016-221)
- 4) [Contract Amendment No. 1](#) with Toddler Learning Center to add funding for Birth to Three services for children with developmental challenges. Contract No. HS-24-15(1); Contract period: 5/1/16-6/30/16; Amount: \$1,500 (RM-HS-2016-218)
- 5) [Appointment](#) of Tracy Wiesneske as Designated Mental Health Professional

**ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS
Meeting Agenda – July 5, 2016**

Public Works

County Roads

- 6) [Contract/Contract Bond](#) with Krieg Construction, Inc.; 2016 Whidbey Island HMA Overlay; CRP 16-02/JL 01111-0302. Amount: \$1,276,969 (RM-Pw-2016-180) (PW-1620-090)
- 7) [Retainage Bond](#) - Krieg Construction, Inc.; 2016 Whidbey Island HMA Overlay; CRP 16-02/JL 01111-0302
- 8) [Real Property Voucher Agreement](#) – Boon Road Shoulder Widening Project; Lawniczak/Pitt; Parcel R13216-428-0670 & R13216-495-0670. Amount \$42,774.20 (CRP 11-07)
- 9) [Warranty Deed](#) – Dave Lawniczak/Franna Pitt, Husband and Wife; Parcel R13216-428-0670; Boon Road Shoulder Widening Project, CRP 11-07
- 10) [Boundary Line Correction](#) – Steve Nerison; Parcel R32904-418-0420, Parcel R32904-516-0710

Emergency Management

- 11) [Contract Amendment A](#) with WA State Military Department and US Department of Homeland Security regarding implementation of the National Preparedness System (NPS). The amendment extends the grant period two weeks (to July 15, 2016) and rearranges project categories and solution areas. Grant No. E15-082; No change to contract award (RM-PW-2016-203) (PW-1620-103)

Solid Waste

- 12) [Supplemental Agreement No. 2](#) with PACE Engineers, Inc.; Maximum Amount Payable increased by \$43,000 (RM-PW-2016-186) (PW-1620-095)

Trails

- 13) [Resolution C-80-16](#) (R-38-16) Approving Plans and Specifications and Authorizing Call for Bids for the Freeland Trail – Segment No. 1; PWP 11-01/JL00968 (RM-PW-2016-171)(PW-1620-086)

Regular Agenda

[Items listed under this portion of the Agenda are typically considered separately.]

Public Hearings

[A Public Hearing will begin no sooner than the time shown.]

No public hearings are scheduled

Commissioners Comments & Announcements

[This time provides an opportunity for Commissioners to discuss events, actions or issues that may generate public comment, media calls, or otherwise be of interest to the Board of County Commissioners.]

11:30 a.m. Annual Inspection of Island County Corrections and Detention Facilities

JULY 4, 2016 - LEGAL HOLIDAY

Island County Offices will be closed on Monday, July 4 in observance of Independence Day and will re-open for business on Tuesday, July 5.

JULY 6, 2016 @ 9:00 a.m.

WORK SESSIONS with individual Departments and Elected Officials. Work Sessions are a public meeting which provides an opportunity in an information workshop format for the Board to review in detail

ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS
Meeting Agenda – July 5, 2016

ongoing issues with individual departments and elected officials. This time is also used for the Board to meet with other agencies, committees and groups to discuss specific topics of mutual interest. Items are typically first reviewed at Work Sessions before being scheduled on the agenda for the Board's regular business meetings held on Mondays.

Debbie Thompson, Clerk of the Board of County Commissioners (360) 679-7385

| |
|--|
| NOTICE: Persons with disabilities requiring elevator access to the Hearing Room, please call twenty-four (24) hours prior to the scheduled event: (360) 678-7919 from North Whidbey; (360) 629-4522 Ext. #7919 from Camano Island; or (360) 321-5111 Ext. #7919 from South Whidbey |
|--|

COUNTY OF ISLAND
STATE OF WASHINGTON
EXPENDITURE APPROVALS
July 5, 2016

We, the undersigned Board of County Commissioners of Island County, Washington, do hereby certify that the materials have been furnished, the services rendered, or the labor performed as described herein, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the COUNTY OF ISLAND. All warrants issued are payment of previously approved vouchers. A detail of all vouchers, warrants and payroll records is available in the County Auditor's office.

| VOUCHER APPROVALS | | | | | |
|----------------------|--------------|------------------------|-------------|-------------------------|----------------------|
| Department | | Department | | Department | Amount |
| Assessor | \$ 11,125.46 | Facilities | \$ 3,122.32 | Planning | \$ 8,730.92 |
| Auditor | \$ 7,669.12 | Non Departmental (90) | | Prosecuting Attorney | |
| Budget | | GSA | \$ 701.89 | Public Health | \$ 3,502.28 |
| Clerk | | Human Resources | \$ 109.90 | Public Works | \$ 131,674.47 |
| Commissioners | \$ 257.04 | Human Services | \$ 380.90 | Sheriff | \$ 10,439.23 |
| Coroner | \$ 1,864.72 | Information Technology | \$ 170.47 | Superior Court/Juvenile | \$ 6,025.07 |
| District Court | \$ 2,168.41 | Miscellaneous (Comm) | \$ 1,961.66 | Treasurer | \$ 100.50 |
| Emergency Management | | Natural Resources | | | |
| Extension Services | \$ 209.50 | Non Departmental (00) | | | |
| Total | | | | | \$ 190,213.86 |

| *WARRANT APPROVALS | | Warrant # | through | Warrant # | Amount |
|--------------------|--|-----------|---------|-----------|----------------------|
| | | 512095 | | 512263 | \$ 701,464.47 |
| Total | | | | | \$ 701,464.47 |

* Includes Immediate Pay Misc. Payroll warrants \$434,165.04

| EFT APPROVALS | | | |
|---|--|------|---------------------|
| Description | | Fund | Amount |
| EFT Debit Card Settlement Date 6/23/2016 | | 997 | \$ 353.22 |
| EFT Debit Card Settlement Date 6/24/2016 | | 997 | \$ 414.03 |
| EFT Debit Card Settlement Date 6/25/2016 | | 997 | \$ 417.21 |
| EFT Debit Card Settlement Date 6/26/2016 | | 997 | \$ 16.05 |
| EFT Debit Card Settlement Date 6/27/2016 | | 997 | \$ 89.33 |
| EFT Debit Card Settlement Date 6/29/2016 | | 997 | \$ 144.50 |
| EFT Mass Mutual 457 Plan Settlement Date 06/27/2016 | | 997 | \$ 13,725.00 |
| EFT Nationwide Retirement 457 Plan Settlement Date 06/27/2016 | | 997 | \$ 1,200.00 |
| EFT Department of Retirement Systems 457 Plan Settlement Date 6/24/2016 | | 997 | \$ 3,940.00 |
| EFT HRA/VEBA Settlement Date 6/24/2016 | | 997 | \$ 4,325.00 |
| EFT Mass Mutual 457 Plan Settlement Date 06/24/2016 | | 997 | \$ 13,675.00 |
| EFT Nationwide Retirement 457 Plan Settlement Date 06/24/2016 | | 997 | \$ 1,200.00 |
| EFT Department of Retirement Systems 457 Plan Settlement Date 6/29/2016 | | 997 | \$ 3,940.00 |
| EFT HRA/VEBA Settlement Date 6/24/2016 | | 997 | \$ 4,387.50 |
| EFT Excise Tax Settlement Date 6/24/2016 | | 997 | \$ 23,221.75 |
| Total | | | \$ 71,048.59 |

| PAYROLL APPROVALS | | | |
|------------------------|--|---------|-------------|
| Description Pay Period | | through | Amount |
| Warrants | | | |
| Direct Deposit | | | |
| Total | | | \$ - |

APPROVED this 5th day of July 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair

Jill Johnson, Member

Helen Price Johnson, Member

ATTEST:

Debbie Thompson, Clerk of the Board



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 7/5/16
 Agenda Item No 2

CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
 Resolution/Ordinance No:

DEPARTMENT: Human Services

DIVISION: *Developmental Disabilities*

STAFF CONTACT: Jaime Montoya

AGENDA SUBJECT: Contract Amendment # HS-25-15(1) with Service Alternatives, Inc.; Contract Amendment Period: 5/1/16-6/30/16; Contract Amendment Amount: \$63,153; New Contract Amount: \$418,153. RM-HS-2016-220

BACKGROUND/SUMMARY: **WORK SESSION DATE:** (if applicable) N/A

Adding funding for Individual Employment Services for May and June, 2016.

Contract period: 7/1/15-6/30/16

FISCAL IMPACT/FUNDING SOURCE:
1563-43220(1)

RECOMMENDED ACTION:

Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other (describe) _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

APPROVED
 DENIED
 TABLED/DEFERRED/NO ACTION TAKEN
 CONTINUED TO DATE: ____/____/____ TIME: _____
 OTHER Return 1 original to Dept

**ISLAND COUNTY HUMAN SERVICES DEPARTMENT
P O BOX 5000
COUPEVILLE, WA 98239-5000**

CONTRACT AMENDMENT

| | | | |
|---|-------------------------|---|---|
| CONTRACT HS-25-15 | AMENDMENT # 1 | CONTRACT HEREINAFTER IDENTIFIED AS: HS-25-15 | MAXIMUM AMT. OF AMENDMENT: \$63,153 |
| NAME & ADDRESS OF CONTRACTING ORGANIZATION: Service Alternatives, Inc. A Washington non-profit corporation 909 SE Everett Mall Way, Suite C345 Everett, WA 98208 | | TITLE OF FUNDS: DSHS Grant 1563-43220 & DD millage | MAXIMUM AMT. OF CONTRACT: Original \$355,000 Amend 1 \$ 63,153 Total \$418,153 |
| | | COUNTY CONTACT: Jackie Henderson Human Services Director | |
| CONTRACT PERIOD FROM: 7/1/15 | | TO: 6/30/16 | |
| AMENDMENT PERIOD FROM: 5/1/16 | | TO: 6/30/16 | |

DESCRIPTION OF AMENDMENT, MODIFICATION OR CHANGE ORDER TO THE AGREEMENT REFERRED TO AS CONTRACT NUMBER HS-25-15 AND AMENDMENTS THERETO FOLLOW:

1. Add Contract Amendment 1 Face Sheet to Contract HS-25-15 and increase the maximum contract amount by \$63,153 for the period 5/1/16 - 6/30/16.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

- This is a unilateral change order, signature of Contractor is not required below.
- The Contractor hereby acknowledges and accepts the terms and conditions of this amendment or modification. Signature is required below.

FOR THE CONTRACTOR:

FOR ISLAND COUNTY:

 6-22-16

Signature Date

QC & D Administrator
Title

Richard M. Hannold, Chair
Board of County Commissioners
Island County, Washington

Date



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 7/5/16
 Agenda Item No 3

CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
 Resolution/Ordinance No:

DEPARTMENT: Human Services

DIVISION: *Developmental Disabilities*

STAFF CONTACT: Jaime Montoya

AGENDA SUBJECT: Contract Amendment # HS-28-15(1) with Sherwood Community Services; Contract Amendment Period: 5/1/16-6/30/167; Contract Amendment Amount: (\$5000); New Contract Amount: \$51,000. RM-HS-2016-221

BACKGROUND/SUMMARY: **WORK SESSION DATE:** *(if applicable)* N/A

Reducing funding that will not be used so it can be used in another subcontract.

Contract period: 7/1/15-6/30/16

FISCAL IMPACT/FUNDING SOURCE:
1563-43220(1)

RECOMMENDED ACTION:

Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other *(describe)* _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

APPROVED
 DENIED
 TABLED/DEFERRED/NO ACTION TAKEN
 CONTINUED TO DATE: ____/____/____ TIME: _____
 OTHER Return 1 original to Dept

**ISLAND COUNTY HUMAN SERVICES DEPARTMENT
P O BOX 5000
COUPEVILLE, WA 98239-5000**

CONTRACT AMENDMENT

| | | | |
|---|-------------------------|---|---|
| CONTRACT HS-28-15 | AMENDMENT # 1 | CONTRACT HEREINAFTER IDENTIFIED AS: HS-28-15 (1) | MAXIMUM AMT. OF AMENDMENT: (\$5,000) |
| NAME & ADDRESS OF CONTRACTOR: Sherwood Community Services, 402 01 st Ave NE Lake Stevens, WA 98258 | | TITLE OF FUNDS: DSHS Grant # 1563-43220 | MAXIMUM AMT. OF CONTRACT: Original \$ 56,000 <u>Amend 1 (\$ 5,000)</u> |
| | | COUNTY CONTACT: Jackie Henderson Human Services Director | Total \$ 51,000 |
| CONTRACT PERIOD FROM: 7/1/15 | | TO: 6/30/16 | |
| AMENDMENT PERIOD FROM: 5/1/16 | | TO: 6/30/16 | |

DESCRIPTION OF AMENDMENT, MODIFICATION OR CHANGE ORDER TO THE AGREEMENT REFERRED TO AS CONTRACT NUMBER HS-28-15 AND AMENDMENTS THERETO FOLLOW:

1. Add Contract Amendment 1 Face Sheet to Contract HS-28-15 and decrease the maximum contract amount by \$5,000 for the period 5/1/16-6/30/16.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

This is a unilateral change order, signature of Contractor is not required below.

The Contractor hereby acknowledges and accepts the terms and conditions of this amendment or modification. Signature is required below.

FOR THE CONTRACTOR:

FOR ISLAND COUNTY:


Signature _____ Date 6/22/16
Executive Director
Title _____

Richard M. Hannold, Chair
Board of County Commissioners
Island County, Washington
Date _____



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 7/5/16
Agenda Item No 4
 CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
Resolution/Ordinance No:

DEPARTMENT: Human Services

DIVISION: *Developmental Disabilities*

STAFF CONTACT: Jaime Montoya

AGENDA SUBJECT: Contract Amendment # HS-24-15(1) with Toddler Learning Center; Contract Amendment Period: 5/1/16-6/30/16; Contract Amendment Amount: \$1,500; New Contract Amount: \$76,812. RM-HS-2016-218

BACKGROUND/SUMMARY: **WORK SESSION DATE:** (if applicable) N/A

Adding additional funding for Child Development Services (\$1500) for the month of May and June 2016.

Contract period: 7/1/15-6/30/16

FISCAL IMPACT/FUNDING SOURCE:
1563-43220(1)

RECOMMENDED ACTION:

Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other (describe) _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ___/___/___ TIME: _____
- OTHER Return 1 original to Dept

**ISLAND COUNTY HUMAN SERVICES DEPARTMENT
P O BOX 5000
COUPEVILLE, WA 98239-5000**

CONTRACT AMENDMENT

| | | | |
|---|-------------------------|--|--|
| CONTRACT HS-24-15 | AMENDMENT # 1 | CONTRACT HEREINAFTER IDENTIFIED AS: HS-24-15 (1) | MAXIMUM AMT. OF AMENDMENT: \$1,500 MAXIMUM AMT. OF CONTRACT: Original \$75,312 <u>Amend 1 \$ 1,500</u> |
| NAME & ADDRESS OF CONTRACTOR: Toddler Learning Center, a Washington non-profit corporation PO Box 633 Oak Harbor, WA 98277 | | TITLE OF FUNDS: DSHS Grant # 1563-43220 COUNTY CONTACT: Jackie Henderson Human Services Director | Total \$76,812 |
| CONTRACT PERIOD FROM: 7/1/15 | | TO: 6/30/16 | |
| AMENDMENT PERIOD FROM: 5/1/16 | | TO: 6/30/16 | |

DESCRIPTION OF AMENDMENT, MODIFICATION OR CHANGE ORDER TO THE AGREEMENT REFERRED TO AS CONTRACT NUMBER HS-24-15 AND AMENDMENTS THERETO FOLLOW:

1. Add Contract Amendment 1 Face Sheet to Contract HS-24-15.
2. Replace Exhibit G with Exhibit G(1), increasing the maximum contract amount to \$76,812 for the period 5/1/16-6/30/16.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

This is a unilateral change order, signature of Contractor is not required below.

The Contractor hereby acknowledges and accepts the terms and conditions of this amendment or modification. Signature is required below.

FOR THE CONTRACTOR:

FOR ISLAND COUNTY:

Gene Deamores 6-21-2016
Signature Date
Executive Director
Title

Richard M. Hannold, Chair
Board of County Commissioners
Island County, Washington

Date

**EXHIBIT G(1)
APPROVED CONTRACT BUDGET
UNIT RATE**

PROGRAM TITLE: Developmental Disabilities Child Development Services

AGENCY: Toddler Learning Center

CONTRACT PERIOD: 7/1/2015 TO 6/30/2016

REVENUE SOURCES:

FUNDS AWARDED UNDER CONTRACT:

| REVENUE SOURCE | BILLING PERIOD | AMOUNT |
|--------------------------------|------------------|-----------------|
| DSHS/DDD Contract # 1563-43220 | 7/1/15 – 6/30/16 | \$76,812 |
| TOTAL FUNDS AWARDED: | | <u>\$76,812</u> |

| UNIT (NAME) | TOTAL # OF UNITS PER MONTH (1 unit = 1 month of service per child) | RATE PER UNIT | DEFINITION/NARRATIVE (if applicable) |
|---|--|---------------|--|
| <ul style="list-style-type: none"> • Home/Community/Individual • Center/Individual or Group | Approximately 55-80 | \$127.00 | <ul style="list-style-type: none"> • Staff time with individual child/family at home or in a community setting. • Staff time with individual child/family at Contracting Organization's center. • Staff time with child, in group setting at Contracting Organization's center. |



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 7/5/16
 Agenda Item No 5

CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
 Resolution/Ordinance No:

DEPARTMENT: Human Services

DIVISION: Mental Health

STAFF CONTACT: : Jackie Henderson

AGENDA SUBJECT: Approval of Tracy Wiesneske as a Designated Mental Health Professional.

BACKGROUND/SUMMARY: **WORK SESSION DATE:** (if applicable) N/A

The County designates Mental Health Professionals who meet the qualifications of RCW71.24 & WAC 275-57. Jackie Henderson has assured that Tracy Wiesneske has met the qualifications. Tracy Wiesneske works for Compass Mental Health.

FISCAL IMPACT/FUNDING SOURCE:
N/A

RECOMMENDED ACTION:

Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other (describe) _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

APPROVED
 DENIED
 TABLED/DEFERRED/NO ACTION TAKEN
 CONTINUED TO DATE: ____/____/____ TIME: _____
 OTHER Send one original back to department



ISLAND COUNTY HUMAN SERVICES

PO Box 5000
Coupeville, WA 98239

Phone: (360) 678-7880
Fax: (360) 679-7377
www.islandcounty.net

APPROVAL OF DESIGNATED HEALTH PROFESSIONAL

The following individual(s) have met the requirements of RCW 71.24 and WAC 275-57, are to be appointed as Designated Mental Health Professional, and are hereby appointed to serve in that capacity. Designation will cease upon notification of termination by the County Commissioners or upon termination of employment with the community mental health agency.

Tracy Wiesneske



Jackie Henderson, Director
Island County Human Services

Richard M. Hannold, Chair
Board of County Commissioners
Island County, Washington

6.27.16

Date

Date



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 7/5/16

Agenda Item No 4

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No:

DEPARTMENT: Public Works

DIVISION: (if applicable) Roads

STAFF CONTACT: Paul Nettleton

AGENDA SUBJECT: Contract/Contract Bond and Retainage Bond – 2016 Whidbey Island HMA Overlays – Krieg Construction

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) February 2016

The 2016 Whidbey Island HMA Overlay project was presented as part of the Paving & Oiling Program to the Board of County Commissioners in February 2016 of this year. The project for the Whidbey HMA Overlays will provide for improvements to 9.58 miles of roads on Whidbey Island.

FISCAL IMPACT/FUNDING SOURCE: Roads

RECOMMENDED ACTION:

- Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other (describe) _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
 DENIED
 TABLED/DEFERRED/NO ACTION TAKEN
 CONTINUED TO DATE: ____/____/____ TIME: _____
 OTHER _____

CONTRACT

THIS AGREEMENT AND CONTRACT made and entered into at 1 NE Sixth Street, Coupeville, Washington, this _____ day of _____, 2016, by and between Island County, hereinafter called the "Contracting Agency," and Krieg Construction, Inc. located at 70 W. Sleeper Road, Oak Harbor, WA 98277 hereinafter called the "Contractor."

WITNESSETH: That in consideration of the terms and conditions contained herein and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor has met the criteria set forth to be considered a responsible bidder. The Contractor has documented for the Contracting Agency its certificate of registration as a contractor in compliance with chapter 18.27 RCW; has a current state unified business identifier number; has industrial insurance coverage for the Contractor's employees working in Washington as required in Title 51 RCW; has an employment security department number as required in Title 50 RCW; has a state excise tax registration number as required in Title 82 RCW; and has not been disqualified from bidding on any public works contracts.

- II. The Contractor shall do all work and furnish all tools, materials, and equipment for the 2016 Whidbey Island HMA Overlays, CRP 16-02, Job Order No. 01111-0302, at the total cost to the Contracting Agency of \$ 1,276,969.00, in accordance with the Proposal filed by the Contractor on the 10th day of May, 2016; and as described in the plans and specifications and the 2016 Standard Specifications for Road, Bridge, and Municipal Construction, prepared by the Washington State Department of Transportation and the American Public Works Association and amendments thereto, which are by this reference, incorporated herein and made a part hereof, and shall perform any alterations in, or additions to, the work provided under this contract and every part thereof.

Contract time shall commence within the number of calendar days specified in Section 1-08.5 of the contract provisions.

Work shall be completed within the contract time specified in Section 1-08.5 (Standard Specifications and Special Provisions) of the contract provisions.

If said work is not completed within the time specified, the Contractor agrees to pay to the Contracting Agency the sum as specified in Section 1-08.9 of the Standard Specifications for each working day said work remains uncompleted after expiration of the specified contract time.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

- III. The Contracting Agency hereby promises and agrees with the Contractor to employ and does employ, the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the specifications and the aforesaid proposal, at the time and in the manner and upon the conditions provided for in this contract.
- IV. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Island County, agencies of Island County and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.
- V. Contractor expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless Island County only to the extent claim is caused in whole or in part by negligent or intentional acts or omissions of Contractor.
- VI. With respect to the performance of this contract, and as to claims against the Contracting Agency, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor against the Contracting Agency. However, the Contractor's waiver of immunity by the provisions of this paragraph extend only to claims against the Contractor by the Contracting Agency, and does not include or extend to the claims by the Contractor's employees directly against the Contractor. This waiver is mutually negotiated by the parties to this agreement.
- VII. Prior to commencement of services under this contract, the Contractor shall submit to the Contracting Agency certificates of insurance or provide certified copies of insurance policies and endorsements, if requested by the Contracting Agency. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the Contractor shall specifically insure the Contracting Agency as an "Additional Insured" and shall not be reduced or canceled without Sixty (60) days prior written notice to the Contracting Agency.
- VIII. The Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsement for each subcontractor. All coverages

for subcontractors shall be subject to all of the requirements stated herein.

- IX. The Contractor, for itself, and for its heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part the Contractor.
- X. It is further provided that no liability shall attach to the Contracting Agency, by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first hereinabove written.

Executed by the Contractor the 21st day of June, 2016.



Don Krieg Vice President
Krieg Construction, Inc.

70 W. Sleeper Road, Oak Harbor, WA 98277

KRIEGI*213J6 600 313 172
License No. UBI Nbr.

Executed by the Board of Island County Commissioners the ____ day of _____,
2016.

RICHARD M. HANNOLD, Chair

Attest: _____
DEBBIE THOMPSON
Clerk of the Board

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas Island County has awarded Krieg Construction, Inc., 70 W. Sleeper Road, Oak Harbor, WA 98277, hereinafter designated as the "Principal", a contract for the construction of the Project designated as **2016 Whidbey Island HMA Overlays, CRP 16-02, Job Order No. 01111-0302**, all as hereto attached and made a part hereof and whereas, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the Principal and Travelers Casualty and Surety Company of America (Surety) a corporation, organized and existing under the laws of the State of Connecticut, duly authorized to do business in the State of Washington, as surety, are held and firmly bound unto Island County and the State of Washington in the sum of: **One Million Two Hundred Seventy-six Thousand Nine Hundred Sixty-nine and 00/100 Dollars (\$1,276,969.00)** (total amount of the Contract), lawful money of the United States, for the payment of which sum on demand we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his/her or their part, and shall indemnify and save harmless the State of Washington, Island County, their officers and agents; and shall further save harmless and indemnify said Island County, from any defect or defects in any of the workmanship entering into any part of the work or designated equipment covered by said contract, which shall develop or be discovered within one (1) year after the final acceptance of such work, then this obligation shall become null and void; otherwise, it shall remain in full force and effect; provided that the liability hereunder for the defects in materials and workmanship for a period of one (1) year after the acceptance of the work shall not exceed the sum of **One Million Two Hundred Seventy-six Thousand Nine Hundred Sixty-nine and 00/100 Dollars (\$1,276,969.00)** (100% of the Contract).

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on the bond, and it does hereby waive notice of any change, extension of time, alteration or additions to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF, the said principal and the said surety have caused this bond and one (1) counterpart thereof to be signed and sealed by their duly authorized officers this 21st day of June, 2016.

Travelers Casualty and
Surety Company of America

Krieg Construction, Inc.

Surety

Principal

By: Susie Spaeth

By: [Signature]

Its: Attorney-in-fact

Title: Vice-President

Address of the local office
of the Surety Company is:

TWO WITNESSES

1501 4th Avenue Suite 1000

Seattle, WA 98101

EXAMINED & APPROVED
BOARD OF ISLAND COUNTY COMMISSIONERS

RICHARD M. HANNOLD, Chair

Dated: _____

ATTEST: _____
DEBBIE THOMPSON
Clerk of the Board



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226386

Certificate No. 006527609

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Susie Spaeth, Eric Dykstra, Jeffrey D. Rasar, and Joshua Top

of the City of Burlington, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of October, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of October, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I herunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of JUNE, 2016.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 7/5/16
Agenda Item No 7

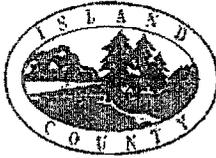
CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
Resolution/Ordinance No:

| | |
|---|--|
| DEPARTMENT: Public Works | |
| DIVISION: (if applicable) Roads | |
| STAFF CONTACT: Paul Nettleton | |
| AGENDA SUBJECT: Contract/Contract Bond and <u>Retainage Bond</u> – 2016 Whidbey Island HMA Overlays – Krieg Construction | |
| BACKGROUND/SUMMARY: | WORK SESSION DATE: (if applicable) <u>February 2016</u> |
| The 2016 Whidbey Island HMA Overlay project was presented as part of the Paving & Oiling Program to the Board of County Commissioners in February 2016 of this year. The project for the Whidbey HMA Overlays will provide for improvements to 9.58 miles of roads on Whidbey Island. | |
| FISCAL IMPACT/FUNDING SOURCE: Roads | |
| RECOMMENDED ACTION: | |
| <input checked="" type="checkbox"/> | Approve/Adopt |
| <input type="checkbox"/> | Schedule Public Hearing/Meeting |
| <input type="checkbox"/> | Continue Public Hearing/Meeting |
| <input type="checkbox"/> | Information/Discussion |
| <input type="checkbox"/> | Other (describe) _____ |
| SUGGESTED MOTION: | |

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ___/___/___ TIME: _____
- OTHER _____



ISLAND COUNTY PUBLIC WORKS
ROADS DIVISION

RETAINAGE BOND
Bond No. 106481913

KNOW ALL MEN BY THESE PRESENTS, that

Krieg Construction, Inc.

a corporation existing under and by virtue of the laws of the State of Washington
and authorized to do business in the State of Washington as Principal, and
Travelers Casualty and Surety Company of America, a
corporation organized under the laws of the State of Connecticut and
severally bound unto Island County, Washington, hereinafter called County, and are
similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in
the penal sum of Sixty-Three Thousand Eight Hundred Fifty & 00/100-----
----- Dollars (\$ 63,850.00)
which is 5% of the Principle's bid in Contact No -----.

WHEREAS, on the _____ day of June, 2016,
the said Principal, herein, executed a contract with Island County, for:

2016 Whidbey Island HMA Overlays, CRP 16-02, Job Order No. 01111-0302

WHEREAS, said contract and RCW 60.28 require the County withhold from the
Said Principal the sum of 5% from monies earned on estimates during the progress of the
Construction, hereinafter referred to as retained funds.

AND NOW WHEREAS, Principal has requested that the County not retain any
Earned funds as allowed under RCW 60.28.

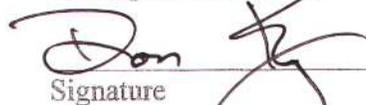
NOW, THEREFORE, the condition of this obligation is such that the surety is held
and bound unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of
5% of the contract cost which shall include any increases due to change orders, increases in
quantities of work or the addition of any new item of work. If the principal shall use the
earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect
until release is authorized in writing by the County. This bond and any proceeds therefrom
shall be made subject to all claims and liens and in the same manner and priority as set forth
for retained percentages in RCW 60.28.

PROVIDED HOWEVER that:

1. The liability of the Surety under this bond shall not exceed 5% of the total amount earned by the Principal if no monies are retained by the County on estimates during the progress of construction
2. Any suit under this bond must be instituted within the time period provided by applicable law.

WITNESS our hands this 21st day of June, 2016.

Principal: Krieg Construction, Inc.



Signature

Don Krieg, Vice-President

Print Name & Title

Surety:

Travelers Casualty and Surety Company of America



Susie Spaeth, Attorney-in-fact

Attorney-in-fact, Surety
Wallace & Associates
P.O. Box 405, Burlington, WA 98233

Name and Address Local Office or Agent



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226386

Certificate No. 006527610

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Susie Spaeth, Eric Dykstra, Jeffrey D. Rasar, and Joshua Top

of the City of Burlington, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of October, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of October, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of June, 2016.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

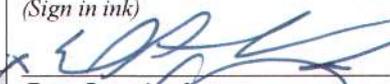
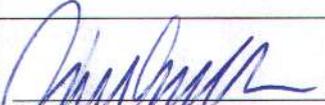
Retainage Bond No.106481913
Krieg Construction, Inc.
2016 Whidbey Island HMA Overlays
CRP 16-02/JL 01111-0302

Executed by the Board of County Commissioners this ____ day of _____, 2016.

RICHARD M. HANNOLD, Chair

Attest: _____
DEBBIE THOMPSON
Clerk of the Board

REAL PROPERTY VOUCHER AGREEMENT

| | | | |
|--|---|---|--|
| AGENCY NAME | | I hereby agree to the terms and conditions listed below and certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant: (Sign in ink) _____ (Date) _____ | |
| Island County P.O. Box 5000 Coupeville, WA 98239-5000 | | | |
| GRANTOR or CLAIMANT | | X  6/10/16 X  6/10/16 Dave Lawniczak Franna Pitt | |
| David Lawniczak & Franna Pitt 3880 53rd St SE Auburn WA, 98092-8308 | | | |
| PROJECT TITLE: Boon Road Improvement Project | Tax ID # R13216-428-0670, R13216-495-0670 | I.F.A.S.# 00089-0001 | PARCEL: 428-0670, 495-0670 |
| In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In: Warranty Deed & Permanent Easement | | | AMOUNT |
| Dated: <u>6/10/2014</u> | | | <u>\$42,774.20</u> |
| <u>R13216-428-0670</u> | | | |
| Permanent Easement: | 3,542 SF x \$0.25/SF @ 90% | | +\$ 796.95 |
| Fee Estate: | 217,785 SF x \$0.25/SF | | +\$ 54,446.25 |
| Improvements: | Fence located within fee area 300 LF x \$6.00/LF | | +\$ 1,800.00 |
| Improvements: | Fence – 363 LF x \$10.00/LF (Includes Clearing & Grubbing | | +\$ 3,630.00 |
| <u>R13216-495-0670</u> | | | |
| Permanent Easement: | 6,626 SF x \$0.25/SF @ 90% | | +\$ 1,491.00 |
| Improvements: | Fence- 663 LF x \$10.00/LF (Includes Clearing & Grubbing) | | +\$ 6,630.00 |
| Improvements: | Gravel – 300 SF x \$1.00/SF | | +\$ 300.00 |
| JUST COMPENSATION | | | \$69,094.20 |
| FINAL SETTLEMENT(Sub-total) | | | |
| Other Items: Previously Paid to Property Owners Warrant # 00499758 dtd 11/03/15 | | | |
| OTHER ITEMS | | | \$ (\$26,320.00) |
| Dedications: | | | |
| DEDICATION | | | \$ 0.00 |
| TOTAL AMOUNT TO BE PAID: | | | \$ 42,774.20 |
|  Rosa Villa, SR, WA, Designated & Managing Broker Abeyta & Associates 1011 SW Klickitat Way, Suite 206 Seattle, WA 98134 (206) 467-7574, Ext. 108 | | Date <u>6/13/2014</u> | Island County agrees to the terms and conditions listed above: _____ Richard Hannold, Chair _____ Date |

Original – Public Works Property Owner File



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: #9
July 5, 2016
 CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
 RESOLUTION/ORDINANCE NO

DEPARTMENT: Public Works

DIVISION: (if applicable) Engineering

STAFF CONTACT: Bill Oakes / Mary Martin

AGENDA SUBJECT: Boon Road Imp. Phase 1 – Property Acquisition (Parcel #R13216-428-0670/495-0670)
Real Property Voucher Warranty Deed

BACKGROUND/SUMMARY: **WORK SESSION DATE:** (if applicable) May 4, 2016
The full Board approved to move forward with the revised Administrative Offer Summary (AOS) to include the value of the 5 acre purchase of a portion of R13216-428-0670 (Lawniczak/Pitt). Upon approval of the AOS, the Warranty Deed was signed by the Lawniczak/Pitt for the above acquisition.

The Real Property Voucher is also attached with the breakdown of costs for the Lawniczak/Pitt acquisitions.

The Lawniczak/Pitt (Property Owners of R13216-428-0670) accepted the County's offer to purchase property rights for a roadway easement and a temporary easement (10 years) for a wetland mitigation site for the Boon Road project.

The County received notification from the US Army Corps of Engineers that the easement for the wetland mitigation site needed to be in perpetuity and a temporary easement would not suffice.

The property owners did not want to give a permanent easement because they felt it would have a significant impact to the future sale of the property. They asked if we would reconfigure the wetland mitigation to be contained within the south 5 acres of their parcel. The administrative offer summary was revised to include the value for purchasing the South 5 acres of said parcel. The new total exceeds Bill Oakes authority to sign for real estate.

FISCAL IMPACT/FUNDING SOURCE:
Six (6) Year Transportation Improvement Program (TIP) 2016-2021 – Item #8 Boon Road Improvement Sec. 1

RECOMMENDED ACTION:

Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other (describe) _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:
 APPROVED

Recorded at the Request of, and
When Recorded Return to:

Island County
Public Works Department
PO Box 5000
Coupeville, Washington 98239-5000

(Space above this line for recorder's use only)

| | |
|--|---|
| DOCUMENT TITLE: | Warranty Deed |
| REFERENCE NUMBER(S) OF RELATED DOCUMENTS: | |
| Additional reference numbers on page(s) _____ of document. | |
| GRANTOR: | Dave Lawniczak and Franna Pitt, husband and wife |
| GRANTEE: | Island County, a political subdivision of the State of Washington |
| ABBREVIATED LEGAL DESCRIPTION: | Ptn. NW ¼ of the NW ¼ of Sec. 16, Twsp. 32 N, R 1 E.W.M. |
| Additional legal on page 3 and 4 of document. | |
| ASSESSOR'S TAX PARCEL NO(S). | R13216-428-0670 |

WARRANTY DEED

THIS WARRANTY DEED is granted this 10th day of June, 2016, by Dave Lawniczak and Franna Pitt, husband and wife, hereinafter referred to as "Grantors," to Island County, a political subdivision of the State of Washington, hereinafter referred to as "Grantee."

The Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars and other valuable consideration, and to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain Statutes of the State of Washington, hereby conveys and warrants to the Grantee the real property situated in Island County, in the State of Washington, described in attached **Exhibit "A"** and depicted in attached **Exhibit "B"**.

Subject to conditions, reservations and easements of record.

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the Grantor(s) unless and until accepted and approved hereon in writing by the Grantee.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTORS:

[Signature]
Dave Lawniczak

[Signature]
Franna Pitt

State of Washington)
County of Island) SS

On this 10 day of June, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, **Dave Lawniczak and Franna Pitt, husband and wife**, to me known to be the individuals described herein and who executed the *Warranty Deed* and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Signature of Notary Public: [Signature]
Printed Name of Notary Public: Rosa M. Villa
Residing At: Seattle
Appointment Expires: September 17, 2017

This Warranty Deed accepted and approved by Island County this _____ day of _____, 2016.

Richard Hannold, Chair

Exhibit A

FEE SIMPLE ACQUISITION (WETLAND MITIGATION SITE):

Said Fee Simple Acquisition being a portion of the following described "Tract X", situate within the Northwest Quarter of the Northwest Quarter of Section 16, Township 32 North, Range 1 East, WM., Island County, Washington, more particularly described as follows:

Beginning at a point on the north line of said "Tract X" at Survey Line station 31+42.68 and 20.00 feet left of the "Centerline of R/W" Survey Line of Boon Road, as shown on that survey recorded under Auditor's File Number 4355416, records of Island County; thence westerly along said northerly line to station 31+35.40 and 523.50 feet left of said Survey Line; thence southerly to station 27+06.50 and 523.50 feet left of said Survey Line; thence easterly to station 27+06.50 and 20.00 feet left of said Survey Line; thence northerly to the point of beginning at station 31+42.68 and 20.00 feet left of said Survey Line.

Said described Fee Simple Acquisition contains 217,785 square feet (or 5.00 acres), more or less.

Subject to easements and conditions of record.

TRACT X:

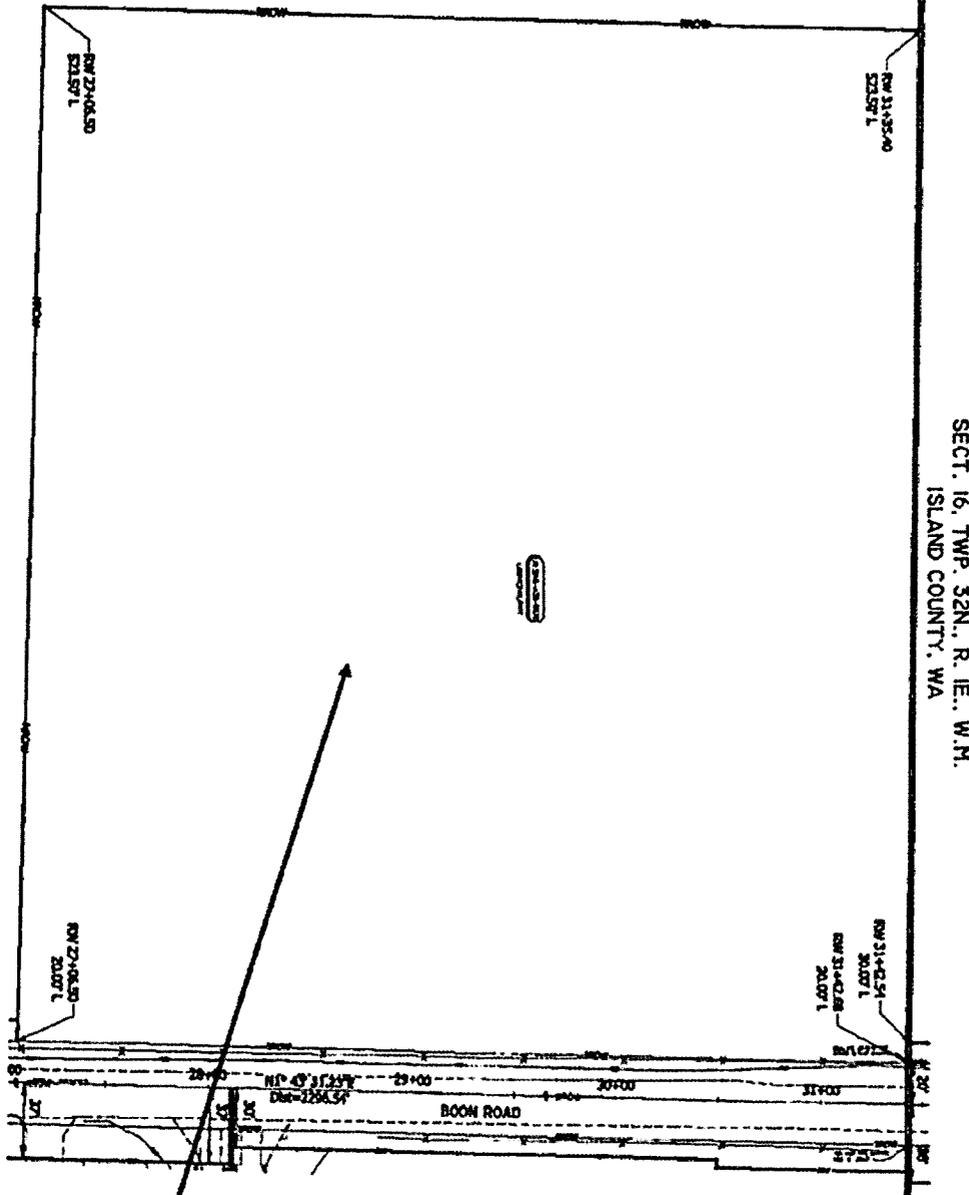
The south half of the Northwest Quarter of the Northwest Quarter of Section 16, Township 32 North, Range 1 East, WM;

EXCEPT right-of-way for county road along the east line thereof known as Boon Road.

Situate in Island County, Washington.



Exhibit B



SECT. 16, TWP. 32N., R. 1E., W.M.
ISLAND COUNTY, WA

**Right of Way
5.0 Acres**



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

| |
|--|
| MEETING DATE: #10 July 5, 2016 |
| <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> REGULAR AGENDA |
| <input type="checkbox"/> PUBLIC HEARING/MTG |
| RESOLUTION/ORDINANCE NO |

| |
|--|
| DEPARTMENT: Public Works |
| DIVISION: (if applicable) Engineering |
| STAFF-CONTACT: Bill Oakes / Mary Martin |
| AGENDA SUBJECT: Boundary Line Correction (Nerison/Island County) |
| BACKGROUND/SUMMARY: WORK SESSION DATE: (if applicable) April 20, 2016 Island County Parcel No. R32904-416-0710 was conveyed to Island County by County Treasurer's Deed recorded June 2, 1980, under Auditor's File No. 369361, records of Island County, Washington. The legal description inadvertently included an additional 57.60 feet West of the property line of Mr. Nerison's property (R32904-418-0420). The Boundary Line Correction is needed to correct the boundary. This is not an "adjustment", this is a correction. |
| FISCAL IMPACT/FUNDING SOURCE: |
| RECOMMENDED ACTION: <input type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other (describe) _____ |
| SUGGESTED MOTION: |

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

| | |
|--------------------------|---|
| <input type="checkbox"/> | APPROVED |
| <input type="checkbox"/> | DENIED |
| <input type="checkbox"/> | TABLED/DEFERRED/NO ACTION TAKEN |
| <input type="checkbox"/> | CONTINUED TO DATE: ____/____/____ TIME: _____ |
| <input type="checkbox"/> | OTHER _____ |

RETURN ORIGINAL DOCUMENT TO:

NAME [Print] Steve Nerison
 MAILING ADDRESS P.O. Box 275
Clinton, WA 98236

BOUNDARY LINE CORRECTION

Section 16.06.080(A) of the Island County Short Subdivision Ordinance.

| | | |
|---|--|---|
| STATE OF WASHINGTON) COUNTY OF ISLAND) ss. | SURVEY RECORDED: YES (CIRCLE ONE) NO | AUDITOR'S FILE # _____ PROVIDE COPY OF SURVEY TO ASSESSOR'S OFFICE |
|---|--|---|

CIRCLE THE REASON FOR THIS BOUNDARY LINE CORRECTION

- A. the current legal description incorrectly identifies a property line location which is inconsistent with a location recognized by property Owners through established use; or
(B) there is a defect in the recorded legal description which creates gaps or overlaps between existing Lot lines.

Designated Contact Person for Project:

Name Steve Nerison (360) 341-3409
 Phone _____
 Mailing Address _____
P.O. Box 275 Clinton, WA Zip 98236 Alternate Phone _____

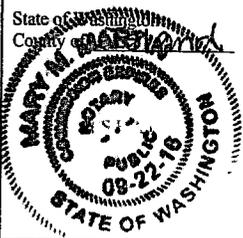
NEW LEGAL DESCRIPTION (Abbreviated): That portion of the West 19.25 Acres of Gov't Lot 4, Sec. 4, T.29N., R.3E., W.M. Lying Southerly of Brooks Hill Rd

| | |
|---|---|
| <p>Lot A Please Print</p> <p><u>Steve Nerison</u> Owner's Name</p> <p><u>P.O. Box 275</u> Mailing Address</p> <p><u>Clinton, WA 98236</u> Zip Code</p> | <p>Tax Parcel # <u>R32904-418-0420</u></p> <p><u>[Signature]</u> Owner's Signature</p> <p>_____ Owner's Signature</p> |
| <p>Lot B Please Print</p> <p><u>Island County</u> Owner's Name</p> <p><u>P.O. Box 5000</u> Mailing Address</p> <p><u>Coupeville, WA 98239</u> Zip Code</p> | <p>Tax Parcel # <u>R32904-416-0710</u></p> <p><u>[Signature]</u> Owner's Signature</p> <p><u>Richard M. Hannold, Chair</u> <u>Board of County Commissioners</u> Owner's Signature</p> |
| <p>Lot C Please Print</p> <p>_____ Owner's Name</p> <p>_____ Mailing Address</p> <p>_____ Zip Code</p> | <p>Tax Parcel # _____</p> <p>_____ Owner's Signature</p> <p>_____ Owner's Signature</p> |

Additional Legal Descriptions found on Page(s) 3-4 as attached.

Please keep 1" margin on all sides.

Notary for Lot A

| | |
|---|--|
|  | On This day personally appeared before me <u>Steve Nerison</u> <u>SUCCESSOR TRUSTEE OF THE</u> <u>Nerison Family Trust</u> to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that <u>he</u> signed the same as <u>his</u> free and voluntary act and deed, for the uses and purposes therein mentioned. |
| | <u>Mary M. Martin</u> <u>MARY M. MARTIN</u> (Notary Signature) (Printed Notary Name) <u>10-15-15</u> (Date) <u>Oak Harbor, WA</u> <u>9/22/16</u> (Residing at) (My commission Expires) |

Notary for Lot B

| | |
|--|---|
| State of Washington County of _____ | On This day personally appeared before me _____ _____ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned. |
| _____ (Notary Signature) | _____ (Printed Notary Name) _____ (Date) |
| _____ (Residing at) | _____ (My commission Expires) |

Notary for Lot C

| | |
|--|---|
| State of Washington County of _____ | On This day personally appeared before me _____ _____ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned. |
| _____ (Notary Signature) | _____ (Printed Notary Name) _____ (Date) |
| _____ (Residing at) | _____ (My commission Expires) |

Please use this page for your current and new legal description. Attach other pages as needed and note them on the first page of the application.

LOT A

ORIGINAL LEGAL DESCRIPTION PARCEL NO. R32904-418-0420

THAT PORTION OF THE WEST 19.25 ACRES OF GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 29 NORTH, RANGE 3 EAST OF W.M., LYING SOUTHERLY OF BROOKS HILL ROAD.

EXCEPT CRAWFORD ROAD LYING ALONG THE WEST SIDE THEREOF AND EXCEPT RIGHT OF WAY FOR BROOKS ROAD LYING ALONG THE NORTH LINE THEREOF.

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.

NEW LEGAL DESCRIPTION PARCEL NO. R32904-418-0420

THAT PORTION OF THE WEST 19.25 ACRES OF GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 29 NORTH, RANGE 3 EAST OF W.M., LYING SOUTHERLY OF BROOKS HILL ROAD.

EXCEPT CRAWFORD ROAD LYING ALONG THE WEST SIDE THEREOF AND EXCEPT RIGHT OF WAY FOR BROOKS ROAD LYING ALONG THE NORTH LINE THEREOF.

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.

LOT B

ORIGINAL DESCRIPTION PARCEL NO. R32904-416-0710

THE WEST 330 FEET OF THE EAST 807 FEET OF GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 29 NORTH, RANGE 3 EAST, W.M., LYING SOUTH OF COUNTY ROAD, EXCEPT THAT PORTION LYING WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4.

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON

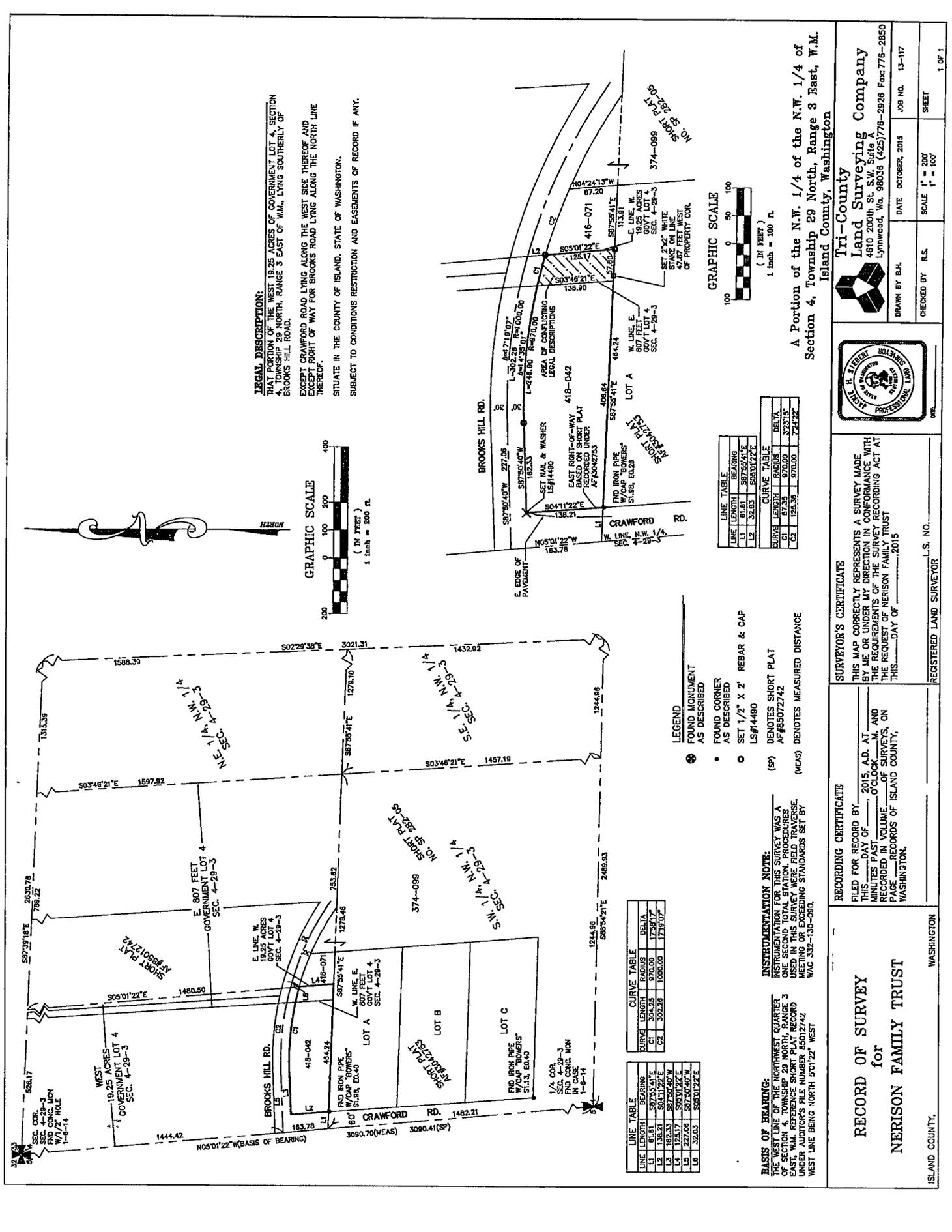
NEW LEGAL DESCRIPTION PARCEL NO. 32904-416-0710

THE WEST 330 FEET OF THE EAST 807 FEET OF GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 29 NORTH, RANGE 3 EAST, W.M., LYING SOUTH OF COUNTY ROAD, EXCEPT THAT PORTION LYING WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4.

EXCEPT THAT PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER THEREOF; THENCE NORTH 03°46'21" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 136.90 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF BROOKS HILL RD. AND A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 970.00 FEET A RADIAL LINE THROUGH SAID POINT BEARS NORTH 12°25'41" EAST; THENCE ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 03°23'15" AN ARC DISTANCE OF 57.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 19.25 ACRES OF SAID GOVERNMENT LOT 4; THENCE SOUTH 05°01'22" EAST 125.17 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 87°55'41" WEST ALONG SAID SOUTH LINE A DISTANCE OF 57.60 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.



LEGAL DESCRIPTION:
 THAT PORTION OF THE WEST 19.25 ACRES OF GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 29 NORTH, RANGE 3 EAST OF W.M., LYING SOUTHERLY OF BROOKS HILL ROAD.
 EXCEPT CRAWFORD ROAD LYING ALONG THE WEST SIDE THEREOF AND EXCEPT RIGHT OF WAY FOR BROOKS ROAD LYING ALONG THE NORTH LINE THEREOF.
 SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.
 SUBJECT TO CONDITIONS RESTRICTION AND EASEMENTS OF RECORD IF ANY.



| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L1 | 61.61 | S87°55'41"E |
| L2 | 32.03 | S85°01'22"E |

| CURVE | LENGTH | RADIUS | DELTA |
|-------|--------|--------|-----------|
| C1 | 57.35 | 970.00 | 32°31'15" |
| C2 | 124.36 | 970.00 | 72°42'22" |

- LEGEND**
- FOUND MONUMENT AS DESCRIBED
 - FOUND CORNER
 - SET 1/2" X 2' REBAR & CAP
 - LS#4480
- (SP) DENOTES SHORT PLAT AF#5072742
 (MEAS) DENOTES MEASURED DISTANCE

| LINE | LENGTH | BEARING | DELTA |
|------|--------|-------------|-----------|
| L1 | 61.61 | S87°55'41"E | 32°31'15" |
| L2 | 32.03 | S85°01'22"E | 72°42'22" |

| CURVE | LENGTH | RADIUS | DELTA |
|-------|--------|--------|-----------|
| C1 | 57.35 | 970.00 | 32°31'15" |
| C2 | 124.36 | 970.00 | 72°42'22" |

BASIS OF BEARING:
 THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 29 NORTH, RANGE 3 EAST, W.M. REFERENCE SHORT PLAT RECORD UNDER AUDITOR'S FILE NUMBER 85012742 WEST LINE BEING NORTH 5°01'22" WEST

INSTRUMENTATION NOTE:
 INSTRUMENTATION FOR THIS SURVEY WAS A ONE SECOND TOTAL STATION. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, MEETING OR EXCEEDING STANDARDS SET BY WAC 332-130-090.

RECORDING CERTIFICATE
 FILED FOR RECORD BY _____ 2015, A.D. AT _____ MINUTES PAST _____ O'CLOCK _____ M. AND PAGE _____ OF VOLUME _____ OF RECORDS OF ISLAND COUNTY, WASHINGTON.

RECORD OF SURVEY
 for
NERISON FAMILY TRUST

SURVEYOR'S CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF NERISON FAMILY TRUST THIS _____ DAY OF _____, 2015

Tri-County Land Surveying Company
 4610 200th St. S.W., Suite 200
 Lynnwood, Wa. 98036 (425)776-2928 Fax: 776-2850
 DRAWN BY B.H. DATE OCTOBER, 2015 JOB NO. 13-117
 CHECKED BY R.S. SCALE 1" = 200' SHEET 1 OF 1

A Portion of the N.W. 1/4 of the N.W. 1/4 of Section 4, Township 29 North, Range 3 East, W.M. Island County, Washington



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 7-5-16

Agenda Item No 11

CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
Resolution/Ordinance No:

DEPARTMENT: **Emergency Management**

DIVISION: *(if applicable)*

STAFF CONTACT: **Eric Brooks**

AGENDA SUBJECT:

Amendment to FFY-14 Homeland Security Grant Program (HSGP)/ State Homeland Security Program (SHSP) E15-082

BACKGROUND/SUMMARY:

WORK SESSION DATE: *(if applicable)* Jan/2015

SHSP grants play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The FY 2014 HSGP's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. Amendment A extends the grant period two weeks and rearranges project categories and solution areas.

FISCAL IMPACT/FUNDING SOURCE:

There is no change to grant amount (\$48,715) or duration. There is no requirement for matching funds by local government.

RECOMMENDED ACTION:

- Approve/Adopt
- Schedule Public Hearing/Meeting
- Continue Public Hearing/Meeting
- Information/Discussion
- Other *(describe)* _____

SUGGESTED MOTION:

Approve as part of consent agenda

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ____/____/____ TIME: _____
- OTHER _____

Snohomish County AMENDMENT

| | | | |
|---|---|--|--|
| 1. SUBGRANTEE NAME AND ADDRESS: Island County – Dept. Emergency Mgt. P.O. Box 5000 Coupeville, WA 98239 | | 2. CONTRACT NUMBER: <p style="text-align: center;">E15-082</p> | 3. AMENDMENT NUMBER: <p style="text-align: center;">A</p> |
| 4. SUBGRANTEE'S CONTACT PERSON AND PHONE : Eric Brooks, 360-679-7370 | | 5. COUNTY STAFF CONTACTS, NAME/TELEPHONE: Bill Ekse, R1/UASI Coordinator 425-388-5061 Tammy Jones, Region 1 Coordinator 425-388-5072 | |
| 6. TIN or SSN: 91-6001321 | 7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) # 97.067 | 8. FUNDING SOURCE NAME/AGREEMENT #: EMW-2014-SS-00025-S01 | |
| 9. FUNDING AUTHORITY: Snohomish County (County), Washington State Military Department (Department) and the U.S. Department of Homeland Security (DHS) | | | |
| 10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: The FY 2014 Homeland Security Grant Program (HSGP) plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The FY 2014 HSGP's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. The HSGP consists of the <u>State Homeland Security Program (SHSP)</u> , the Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Amendment A reallocates the Island County SHSP-14 budget to meet actual and planned needs and extends the grant period by 15 days to accommodate contract processing. | | | |
| 11. AMENDMENT TERMS AND CONDITIONS: 1. Replace Exhibit E with "<u>Exhibit E – Amendment A</u>" to reallocate the various budget items shown. 1. No Change to the overall contract award of <u>\$48,715.</u> 2. Change the contract expiration date from June 30, 2016 to July 15, 2016. No other changes are required. All other terms and conditions of the original contract and any previous amendments thereto remain in full force and effect. | | | |
| Snohomish County and Subgrantee acknowledge and accept the terms of this contract amendment and attachments hereto and have executed this amendment as of the date and year written below. The rights and obligations of both parties to this contract are governed by this Contract Amendment Face Sheet and other documents incorporated herein by reference or attached and identified in the original contract document. A copy of this contract amendment shall be attached to and incorporated into the original agreement between the Department and the Subgrantee. Any reference in such contract to the "contract" shall mean "contract as amended." | | | |
| IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year last written below: | | | |
| FOR SNOHOMISH COUNTY: <hr/> Signature Date Dave Somers, Snohomish County Executive | | FOR THE SUBGRANTEE: <hr/> Signature Date Richard Hannold, Chair <hr/> Signature Date Jill Johnson, Member <hr/> Signature Date Helen Price Johnson, Member Board of County Commissioners Island County, Washington | |

Budget
FFY14 Homeland Security Grant Program (HSGP)
State Homeland Security Program (SHSP)

Island County

| SOLUTION | AREA | CATEGORY | AMOUNT |
|---|------|-------------------------------------|------------------|
| PLANNING | | Salaries & Benefits | \$ - |
| | | Contracting - Non-personnel | \$ 20,000 |
| | | Goods & Services | \$ 18,715 |
| | | Travel/Per Diem | |
| | | <i>Subtotal</i> | \$ 38,715 |
| ORGANIZATIONAL | | Contracting - Non-personnel | \$ - |
| | | Goods & Services | \$ - |
| | | Travel/Per Diem | \$ - |
| | | Pass Through - Personnel | \$ - |
| | | Pass Through - Non-personnel | \$ - |
| | | Indirect | \$ - |
| | | <i>Subtotal</i> | \$ - |
| EQUIP | | Equipment | \$ 10,000 |
| | | <i>Subtotal</i> | \$ 10,000 |
| TRAINING | | Goods & Services | \$ - |
| | | Travel/Per Diem | |
| | | Pass Through - Non-personnel | |
| | | <i>Subtotal</i> | \$ - |
| EXERCISE | | Consultants/Contractors - Personnel | \$ - |
| | | Goods & Services | \$ - |
| | | Pass Through - Non-personnel | \$ - |
| | | <i>Subtotal</i> | \$ - |
| M&A | | Goods & Services | \$ - |
| | | Travel/Per Diem | \$ - |
| | | <i>Subtotal</i> | \$ - |
| TOTAL Allocated AMOUNT: | | | \$ 48,715 |
| Less Equipment Pass Through (direct contract with Military Department) | | | \$ - |
| TOTAL Contract AMOUNT: | | | \$ 48,715 |

Law Enforcement Terrorism Prevention Activities \$ 12,179 **25% of Agreement Amount**
Personnel Expenses: \$ - **0% of Agreement Amount**

Cumulative changes to Solution Areas in excess of 10% of the contract award will not be reimbursed without prior written authorization from the County.
 To manage HSGP caps (5% M&A and 50% Personnel expenses) reimbursement requests for Management & Administration and Personnel expenses above the current allocation will not be reimbursed without approved amendment.



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 7/5/2016

Agenda Item No 12

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No:

DEPARTMENT: Public Works

DIVISION: (if applicable) Solid Waste

STAFF CONTACT: Joantha Guthrie x7338

AGENDA SUBJECT: PACE Engineers, Inc. Agreement No. 2 for Septage Treatment Plant Upgrades

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) June 1, 2016

The Septage Treatment Plant Upgrade Project was thought to be an addition of one aerobic digester with some upgrades to the headworks and the storage lagoon. In order to meet 20 year projections it was determined that two digesters were needed and a much larger lagoon. Additionally, it was decided to keep the current screen at the headworks as a backup and add a new screen. This supplemental agreement accounts for additional engineering costs associated with extra engineering work around the headworks, additional digester and enlarging the storage lagoon.

FISCAL IMPACT/FUNDING SOURCE:

There are sufficient funds budgeted in the Solid Waste Fund for this project.

RECOMMENDED ACTION:

- Approve/Adopt
- Schedule Public Hearing/Meeting
- Continue Public Hearing/Meeting
- Information/Discussion
- Other (describe) _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ____/____/____ TIME: _____
- OTHER _____

SUPPLEMENTAL AGREEMENT NO. 2
PACE ENGINEERS, INC. CONSULTANT CONTRACT
CONSULTANT AGREEMENT NO. PW-1520-069

This Supplement Agreement No. 2 amends the CONSULTANT AGREEMENT, dated June 9, 2015, entered into between Island County, Washington, hereinafter referred to as "AGENCY", and PACE Engineers, Inc., hereinafter referred to as "CONSULTANT." All provisions in the basic Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement, as earlier amended, remain in effect except as expressly modified by this supplement.

This Supplement is the second supplement to the original contract.

The change to the AGREEMENT is described as follows:

MAXIMUM AMOUNT PAYABLE is increased by \$43,000 to \$346,000

In witness whereof, AGENCY and CONSULTANT have executed this Supplemental Agreement No. 2 and agree to the changes as stated above.

Dated this _____ day of _____, 2016.

APPROVED:

PACE Engineers, Inc.

Board of County Commissioners
Island County, Washington

By: _____

 P.E.
Robin Nelson, Principal-in-Charge

By: _____

Richard M. Hannold, Chair



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 7/5/2016

Agenda Item No 13

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No:

C-80-16

DEPARTMENT: ISLAND COUNTY PUBLIC WORKS

DIVISION: (if applicable) PATHS AND TRAILS

STAFF CONTACT: CATHERINE KELLEY, PROJECT MANAGER

AGENDA SUBJECT: CALL FOR BIDS FOR FREELAND TRAIL – SEGMENT 1: PWP 11-01, JL# 00968-0001; FEDERAL AID PROJECT NO. STPE-2015(078); LOCAL AGENCY AGREEMENT (LAA) NO. LA 7350

BACKGROUND/SUMMARY: WORK SESSION DATE: (if applicable) May 4, 2016

Public Works is presenting to the Board of County Commissioners of Island County (BOCC) the Formal Call for Bids for Freeland Trail – Segment 1. On May 4, 2016 the BOCC authorized Public Works to call for bids. Federal funds were allocated to the project through LAA No. LA 7350 with WSDOT (Washington State Department of Transportation).

FHWA (Federal Highway Administration) allocated \$633,948.00 in construction funds on June 22, 2016. Freeland Trail – Segment 1 has received a total of \$832,148.00 federal funds out of the estimated total project cost.

Public Works anticipates opening bids on Thursday August 4, 2016 with bid award in September 2016. Construction is anticipated to begin in October 2016.

FISCAL IMPACT/FUNDING SOURCE:

STP(E) Funded \$198,000.00 for PE; STP(R) Funded \$472,100.00 (13.5% Local Match Required); TAP Funded \$161,848.00 (No Match Required); Road Funded \$275,052.00.

RECOMMENDED ACTION:

- Approve/Adopt
- Schedule Public Hearing/Meeting
- Continue Public Hearing/Meeting
- Information/Discussion
- Other (describe) _____

SUGGESTED MOTION:

Approve Call for Bid for Freeland Trail – Segment 1, PWP 11-01, JL# 00968-0001; Federal Aid Project No. STPE-2015(078)

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION TAKEN
- CONTINUED TO DATE: ____/____/____ TIME: _____
- OTHER _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF APPROVING PLANS)
& SPECIFICATIONS AND AUTHORIZING) RESOLUTION NO. C-~~20~~ -16
CALL FOR BIDS FOR FREELAND TRAIL -) R- 38 -16
SEGMENT 1, WHIDBEY ISLAND)
PWP 11-01/JL 00968, STPE-2015(078))

WHEREAS, sufficient funds are available in the Island County Road Fund for Freeland Trail – Segment 1, Whidbey Island, Washington, PWP 11-01/JL 00968; Fed Aid No. STPE-2015(078) NOW, THEREFORE,

BE IT HEREBY RESOLVED that the Plans and Specifications are approved and that the County Engineer is authorized and directed to call for bids for furnishing said construction. Bid Opening is to be the 4th day of August, 2016 at 2:30 P.M. in Room 116, County Administration Building 1 NE 7th Street, Coupeville, Washington 98239.

ADOPTED this ____ day of July, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

RICHARD M. HANNOLD, Chair

JILL JOHNSON, Member

HELEN PRICE JOHNSON, Member

ATTEST: _____
DEBBIE THOMPSON
Clerk of the Board

**FREELAND TRAIL - SEGMENT 1
WHIDBEY ISLAND, WA
PWP 11-01, JL# 00968; FEDERAL AID NO.
STPE-2015(078)
CONTRACT PROVISIONS**

June 2016



Island County Public Works

Roads Division

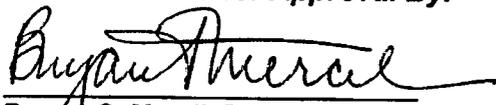
Annex Building

1 NE 6th Street

P.O. Box 5000

Coupeville, WA 98239-5000

Recommended for Approval By:



Bryant O. Mercil, P.E.
Public Works Engineer

Approved By:



William E. Oakes, P.E.
Director/County Engineer

Pre Bid Info: There is no pre-bid conference or site tour scheduled. The site is open to the public.

Bids Due: At the County Auditor's Office by 2:00 PM on August 4, 2016.

Attention: Cher Lafferty

Mailing Address: P.O. Box 5000, Coupeville, WA 98239

Physical Address: County Administration Building, 1 NE Seventh Street,
Coupeville, WA

Bid Opening: 2:30 PM on August 4, 2016 in Room 116

County Administration Building

1 NE 7th Street

Coupeville, Washington

Set No. _____

C-80-16

**FREELAND TRAIL - SEGMENT 1
WHIDBEY ISLAND, WA
PWP 11-01, JL# 00968; FEDERAL AID NO. STPE-2015(078)**

**SPECIAL PROVISIONS
PROFESSIONAL ENGINEERS APPROVAL**

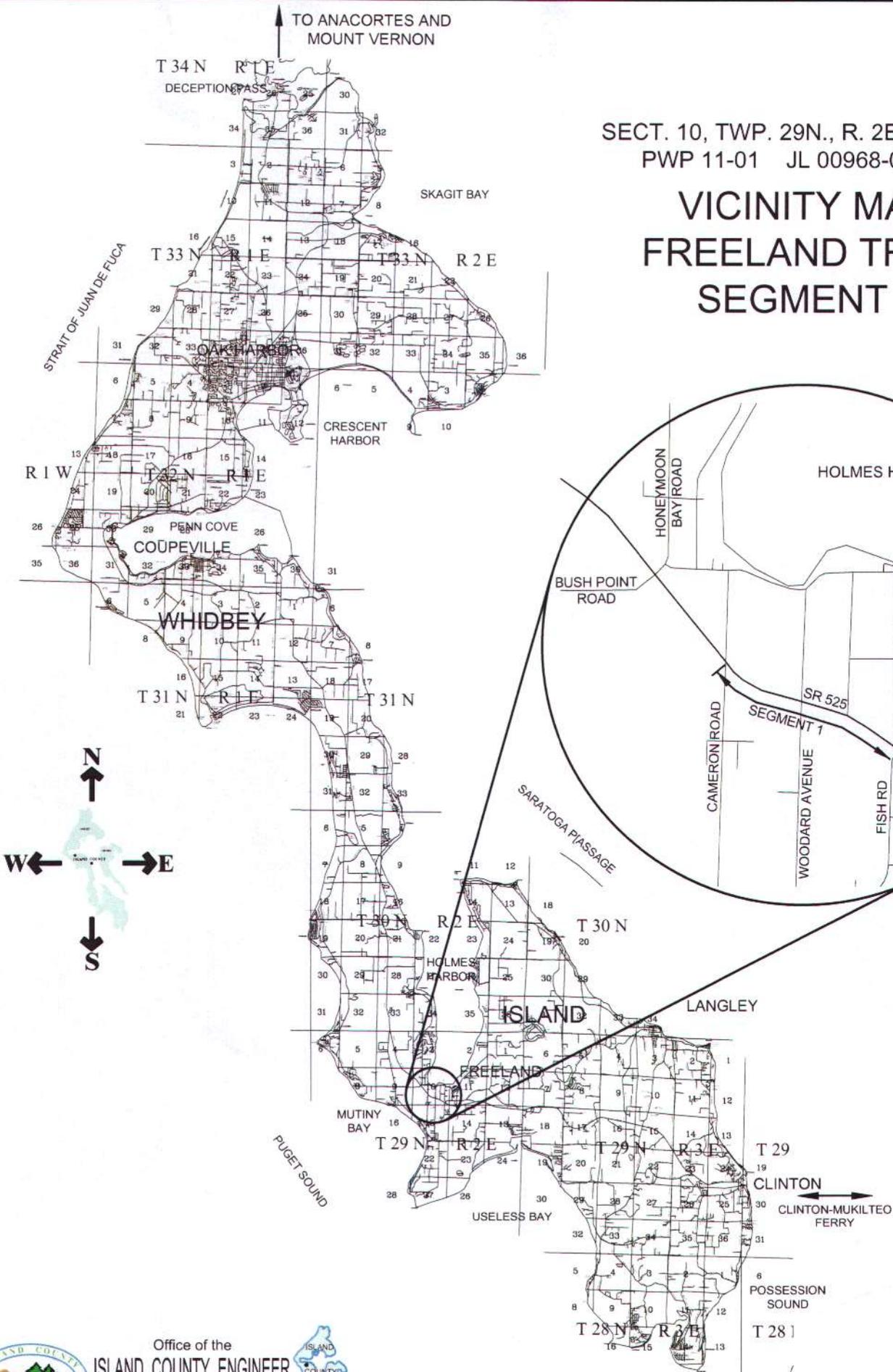
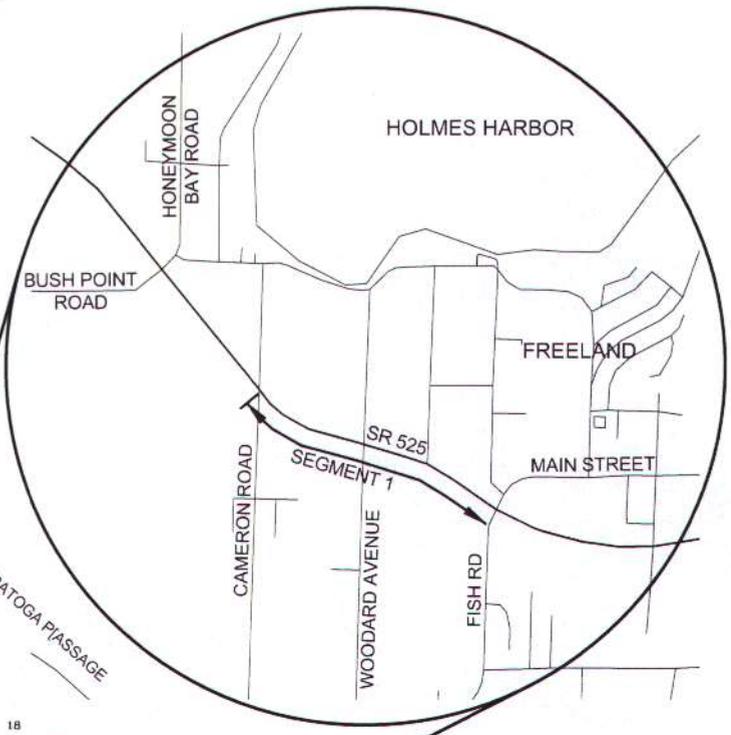
Provisions for sections 1, 2 and 5 through 9 of these Special Provisions shall be deemed approved by the signature and stamp below.



Date: 6/23/2016

SECT. 10, TWP. 29N., R. 2E., W.M.
PWP 11-01 JL 00968-0001

VICINITY MAP FREELAND TRAIL SEGMENT 1



Office of the
ISLAND COUNTY ENGINEER
1 NE 6th Street
Coupeville, WA 98239-5000



C-80-16