

**TOWN COUNCIL AGENDA**  
**February 25, 2019 6:00 PM**

- I. Opening Ceremonies**
  - A. Call Meeting to Order
  - B. Pledge of Allegiance
  - C. Roll Call
- II. Public Participation: None**
- III. Events Application: None**
- IV. Special presentations:**
  - A. Public Safety
  - B. CRH Engineering
    - i. Task Order 2019-04 – I&I CIPP and Grout Repairs Construction Administration (pages 1-8)
- V. Consent Agenda:**
  - A. Town Council Minutes – February 11, 2019 (pages 9-13)
  - B. Approval of Claims Check
- VI. Public Hearings: None**
- VII. Old Business:**
  - A. Resolution #2019-05: Approving Lease for Business Incubator Purposes (pages 14-19)
- VIII. New Business:**
  - A. Agreement – Farmers Equipment, Use of Premises (pages 20-24)
- IX. Discussion Items: None**
- X. Reports**
  - A. Council Reports
    - i. Airport - Council Member, Mike Bartel
    - ii. Parks - Council Member, Marla Reed
    - iii. Community Garden – Council Member, Elizabeth Easterday
    - iv. HPLC - Representative, Council Member, Ginger Kyritsis
    - v. Health Care – Council Member, Mike Bartel
    - vi. Economic Development Commission – Council Member, Ginger Kyritsis
  - B. Department Reports
    - i. Planning/Historical Preservation – Marianne Manville-Ailles
    - ii. Admin/Finance - Andrea Fichter, Clerk-Treasurer
    - iii. Public Works - Alan Wilkins, Public Works Director
  - C. Mayors Report
    - i. Imagine Concrete
- XI. Announcements:**
- XII. Executive Session (*if necessary*)**
- XIII. Adjournment**

# CRH Engineering

Cody R. Hart, P.E.

817 Metcalf Street, Suite 207  
Sedro Woolley, WA 98284

Phone: (360) 855-2333  
Email: codycrh@gmail.com

## TASK ORDER

## TOWN OF CONCRETE

## ON-CALL SERVICES

Task Order No. 2019-4 Task Title I&I CIPP and Pressure Grout Repairs CM

CRH Contact Cody Hart Phone 360.855.2333 Email codyh@crheng.com

City/Town Contact Jason Miller Phone 360-853-8401 Email goodwords@frontier.

City Project No. \_\_\_\_\_ Budget (BARS) No. \_\_\_\_\_

Reimbursable  Yes, by \_\_\_\_\_  
 No

## DESCRIPTION OF TASK ASSIGNMENT

\_\_\_\_\_

Per attached Scope of Services

Site Address or Location I&I CIPP and Pressure Grout Repairs – Construction Contract Admin

## COMPENSATION

LUMP SUM – Compensation for services shall be a lump Sum of

TIME AND MATERIAL – Compensation for these services will be on a Time and Materials basis, not to exceed  
\$56,928.00 without written authorization

Approved budget attached (if applicable)

**SCHEDULE** The Consultant shall complete the services described above:

Preliminary Engineering/Grant Services for General On-Call Services

In accordance with attached schedule \_\_\_\_\_

All provisions of the Agreement for On-Call Engineering Services dated November 9, 2015

Shall be in full force and effect for this Task Order

## APPROVED

TOWN OF CONCRETE \_\_\_\_\_

CRH ENGINEERING \_\_\_\_\_

By Jason Miller

By Cody R. Hart

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title Mayor

Title President

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**  
**Scope of Work**  
**Town of Concrete**  
**Sanitary Sewer Infiltration & Inflow (I&I) Repair Project**  
**CIPP and Pressure Grout Repairs**  
**Professional Services - Construction Contract Administration Services**

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**PROJECT UNDERSTANDING**

The Town of Concrete (Town) desires to provide for Sanitary Sewer Infiltration & Inflow (I&I) Trenchless repairs in the Town of Concrete. The Town has requested CRH Engineering, PLLC (CRH) prepare a Scope of Work and Fee Estimate for construction contract administration and site observation services to aid the Town in administering the contract in accordance with funding source requirements.

The proposed improvements will occur within the Town Right of Way (R.O.W.) at multiple locations identified during prior phases throughout the Town limits of the existing sanitary sewer conveyance system that Inflow and Infiltration (I&I) is occurring. Repair methodologies for construction activities performed under this scope of work will be Trenchless in nature and include; approximately seven thousand linear feet of full length Cured in-Place Pipe (CIPP) Lining, eleven CIPP Spot Repair locations, seventy six lateral service reconnections, Pressure Grouting portions of eleven existing manholes and the installation of manhole lid liners.

CRH understands that this scope of work and the construction of this projects proposed improvements will be reimbursed using local Town fund and United States Department of Agriculture (USDA) funds.

**SCHEDULE**

CRH Engineering has developed this scope of work based on the following general schedule anticipations;

February, 2019	Notice to Proceed
April, 2019	Contract Award to Contractor
May, 2019	Construction Begins
October, 2019	Project Closeout

**PERMITTING**

CRH understands that the Town will address all permitting for this project and it is not included in CRH's scope of work. Notably, although the nature of the project will not require ground disturbing activities, CRH understands that the Towns Inadvertent Discover Plan should be followed should ground disturbing activities occur.

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817 Metcalf Street, Suite 207  
Sedro-Woolley, WA 98284

Office: 360.855.2333 Ext. 207  
Cell: 360.982.0928

## ITEMS OF WORK

The following tasks detail the scope of work anticipated for this project. The anticipated level of effort per task is detailed in Exhibit B. The actual level of effort for each task may vary.

### 1. PROJECT ADMINISTRATION

Work to be performed under the task Project Administration includes;

- **Project Invoicing:** CRH work efforts under this agreement will be tracked to the nearest quarter hour increment and invoiced on a monthly basis to the Town for reimbursement. Reimbursable expenses such as office supplies and Subconsultant costs will be included in the monthly invoices by CRH.
- **Project Records:** Work associated with this task includes; preparing project records, reports, contract forms, agency required documents, and transmittals.
- **Meetings:** CRH will attend meetings with the Town, utility companies, stakeholders, or other parties as deemed necessary for the completion of this scope of work.
- **Project Coordination:** Work under this task includes performing general phone, email or other coordination efforts needed for the completion of this scope of work. Also included in this item will be efforts needed for permitting coordination and funding agency coordination as requested by the Town.

### 2. CONSTRUCTION ADMINISTRATION

During the projects Construction Phase, CRH will provide administrative assistance to the Town. Specific work to be performed under the is task includes;

- **Project Correspondence:** This work includes performing phone, email, memo, letter or other correspondence with the Town, Contractor, Funding Agency or other project member during the duration of the project construction phase.
- **Initiation to Bid / Quote Requests:** Work under this task includes coordination and preparation of documents for contractor bidding or quote requests utilizing the Town small works roster.
- **Project Construction Records:** Work associated with this task includes; developing a project documentation system and maintaining a record of construction activities included within this scope of work.
- **Pre-Construction Meeting:** CRH shall administer a Pre-Construction meeting with the Town, Funding Agency Representative, Contractor and sub-consultants as deemed necessary.
- **Weekly Construction Meetings:** CRH shall administer weekly Construction meetings as determined necessary through the projects duration. The attached exhibit includes the work effort assumptions use when developing this scope of work.
- **Monitor Project Schedule:** This work includes monitoring the contractors proposed construction schedule vs. actual progress on a weekly basis. Additionally, this work includes issuing weekly working day statements.

## 2. CONSTRUCTION ADMINISTRATION –CONTINUED-

- **Record of Materials:** Work associated with this task includes; developing a Record of Material (ROM) documentation system, developing project specific material approval requirements associated with bid items of work, and processing contractor Request for Approval of Materials (RAM's).
- **Contractor Progress Payments:** CRH shall prepare monthly pay requests based on the worked performed and in accordance with contract requirements for Contractor and Agency processing.
- **Certified Payroll:** This work includes processing and tracking the contractors certified payroll. Processing and tracking includes verifying the initial payroll for compliance and 10% of all payrolls submitted thereafter.
- **Record Drawings:** Development of Record Drawings is not included in this scope of work.
- **Change Orders:** A minor budget amount has been established for Anticipated Change Order Work. Change Order Work efforts above and beyond the budgeted amounts are not included in this scope of work. If additional Change Order Work is requested or performed by CRH, a supplement to this agreement may be necessary.

## 3. ON-SITE OBSERVATION

During the projects Construction Phase, CRH will provide a part time on-site inspector to observe and document the contractor's construction activities associated with the site improvements. To accommodate the Town's available budget, CRH has assumed the hours indicated in the attached manpower exhibit for on-site daily observation. If additional hours are determined necessary by the Town, a supplement to this agreement may be necessary.

- **On-Site Coordination:** This work includes coordination efforts associated with on-site observation duties and include but is not limited to coordination with; materials testing lab, surveyor, Contractor, Subcontractor or other project team member.
- **Pre-construction documentation:** CHR shall perform and provide pre-construction on-site review and documentation in photo and/or memo format for the project files.
- **Daily Observation:** This work consists of on-site observation of the contractor's activities during construction and documentation of the work performed.
- **Material documentation:** Work associated with this task consists of review and documentation of the materials incorporated into the project.
- **Records and reports:** The CRH on-site observer shall document and record the contractor's daily activities. Anticipated records and reports include will follow WSDOT or internally developed format and include: IDR, Wage Rate Interview, Force Account Documentation, and QPL's.

### 3. ON-SITE OBSERVATION –CONTINUED-

- **Quantifications:** CRH shall field verify work incorporated into the project and quantify items of work in accordance with contract requirements in WSDOT field note record format and processing during the monthly pay estimates.
- **QA/QC:** This work consists of performing reviews of project documents for erroneous data entry or additionally needed documentation.

### 4. PROJECT CLOSEOUT

Following completion of the critical path construction activities, CRH shall assist the Town with Project Closeout. Work associated with this Task includes;

- **Final inspection / Punch list:** This work includes performing a final inspection of the project with Town staff and developing the final Punch list item for the contractor to perform.
- **Closeout documentation:** This work includes coordinating the final project closeout documents for the project records. Final project closeout documents include but are not limited to; Notice of Substantial Completion, Notice of Physical Completion, and notice of completion of public works project.

### 5. SUBCONSULTANTS

There are no Subconsultants currently anticipated for this scope of work. If Subconsultants are found to be needed, CRH will develop Subconsultant contract scope of work and budget proposals including manpower estimates for Town consideration.

### REIMBURSABLE EXPENSES

The attached EXHIBIT provides rates for reimbursable expenses such as; hourly staff reimbursement, shipping and reproductions reimbursement, and mileage reimbursement. The reimbursable rates provided to the Town are the lowest available rates CRH offers for its services.

### SUPPLEMENT TO THIS AGREEMENT

CRH understands that a supplement to this agreement for additional services may be requested by the Town. Additional services may include the use of existing or additional Subconsultants and may include design and or construction administration services for additional work items not included in this scope of work.

**EXHIBIT B**

Town of Concrete

Sanitary Sewer Infiltration & Inflow (I&I) Repair Project  
CIPP and Pressure Grout Repairs

CRH Job: 19109  
Date: 2/15/2019

Construction Contract Administration and On-site Observation Services

Estimate of Time and Expenses

Task	Description	Total Hours	Total Cost
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<b>1.0 Project Administration</b>			
1.1	Project Invoicing	4	\$552.00
1.2	Project Records	2	\$276.00
1.3	Coordination	6	\$662.00
<b>Subtotal</b>		12	\$1,490.00

<b>2.0 Construction Administration</b>			
2.1	Project Correspondence	30	\$3,762.00
2.2	Project Construction Records	18	\$1,896.00
2.3	Pre-Construction Meeting	8	\$852.00
2.4	Weekly Construction Meeting	64	\$6,550.00
2.5	Project Schedule	11	\$1,057.00
2.6	Record of Materials	31	\$2,359.00
2.7	Contractor Progress Payments	38	\$2,904.00
2.8	Certified Payroll	92	\$6,653.00
2.9	Change Orders	0	\$0.00
<b>Subtotal</b>		292	\$26,033.00

<b>3.0 On-Site Observation</b>			
3.1	On-Site Coordination	20	\$1,976.00
3.2	Pre-construction Documentation	9	\$699.00
3.3	Daily Observation (Part Time)	275	\$15,125.00
3.4	Material Documentation	28	\$1,888.00
3.5	Records and Reports	20	\$2,096.00
3.6	Quantifications	3	\$331.00
3.7	QA/QC	38	\$5,244.00
<b>Subtotal</b>		393	\$27,359.00

<b>4.0 Project Closeout</b>			
4.1	Final Inspection / Punch List	6	\$579.00
4.2	Closeout Documentation	5	\$592.00
<b>Subtotal</b>		11	\$1,171.00

<b>Subtotal Project Tasks</b>			\$56,053.00
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**EXHIBIT B**

Town of Concrete

Sanitary Sewer Infiltration & Inflow (I&I) Repair Project  
CIPP and Pressure Grout Repairs

CRH Job: 19109

Date: 2/15/2019

Construction Contract Administration and On-site Observation Services

Estimate of Time and Expenses

Task	Description	Total Hours	Total Cost
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5.0	Subconsultants		
5.1	Construction Survey		\$0.00
5.2	Material Testing		\$0.00
Note: 10% Mark-up on Subconsultant costs is included			
<b>Subtotal</b>			<b>\$0.00</b>

6.0	Reimbursables		
6.1	Mileage: \$0.58 per mile		\$750.00
6.2	Printing /Copy Services		\$100.00
6.3	Postage and Delivery		\$25.00
Note: 10% Mark-up on Reimbursable costs is included			
<b>Subtotal</b>			<b>\$875.00</b>

<b>Subtotal Project Tasks</b>	<b>\$875.00</b>
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<b>Total Project Tasks</b>	<b>\$56,928.00</b>
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Note: CRH reserves the opportunity to shift time between tasks as necessary to complete the requested scope of services.



**EXHIBIT C**  
**Schedule of Rates and Charges**

**Effective January 1<sup>st</sup>, 2019**

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**STANDARD HOURLY RATE SCHEDULE**

Principal Manager/Engineer:	\$138 / Hour
Project Engineer II	\$125 / Hour
Project Engineer I	\$110 / Hour
Engineering Technician III:	\$95 / Hour
Engineering Technician II:	\$85 / Hour
Engineering Technician I:	\$75 / Hour
Drafter II	\$65 / Hour
Drafter I	\$55 / Hour
Administrative Assistant:	\$55 / Hour
Intern:	\$40 / Hour

**Notes:**

- Standard hourly rates include expenses for telephone, fax, and photocopies, (legal and letter)
- Overtime rates for employees are 1.5 times the hourly rate
- All standard hourly rates are reviewed annually and adjusted accordingly

**REIMBURSABLE SERVICES SCHEDULE**

Printing / Copy Services: Cost plus 10%  
Postage and Deliver: Cost plus 10%  
Subconsultants: Cost plus 10%

**MILEAGE RATE SCHEDULE**

Mileage: \$0.54 per mile

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CRH Engineering

817 Metcalf Street, Suite 207  
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Office: 360.855.2333 Ext. 207  
Cell: 360.982.0928

**Town of Concrete  
Town Council Meeting  
February 11, 2019**

**6:00 p.m.** Mayor Miller called the meeting to order. Mayor Miller led the gallery in the Pledge of Allegiance.

**Roll Call: Council Members:** Rob Thomas, Elizabeth Easterday, Mike Bartel, Marla Reed and Ginger Kyritsis.

**Staff Present:** Town Attorney David Day, Clerk Treasurer Andrea Fichter, and Town Engineer Cody Hart.

Mayor Miller reported that Alan will not be in attendance this evening. He stated Public Works has been out plowing and they are home resting at the moment so they can get back to it later tonight.

**Audience Members Signed In:** None.

**Public Participation:** None.

**Events Application:** Concrete Chamber of Commerce – Mardi Gras: It was stated there are no changes from previous years' events.

Councilmember Reed made a motion to approve. Councilmember Thomas seconded the motion. The motion carried unanimously.

**Lonestar Beer Garden Request – Mardi Gras and 4<sup>th</sup> of July:** Councilmember Thomas asked if there had been any complaints from previous years. Deputy Esskew and Mayor Miller both stated there have been no complaints that they are aware of.

Councilmember Thomas made a motion to approve. Councilmember Easterday seconded the motion. The motion carried unanimously.

**Special Presentations:** **Public Safety:** Deputy Esskew reported on the winter storm warning that is supposed to continue into tomorrow evening. He also reported that there does not seem to be as many traffic accidents up here as downvalley. Deputy Esskew also stated that he believes the tagging of the restrooms has ceased. He stated they are also staying on top of the trailers and vehicles parked illegally in town.

Mayor Miller reported that someone "took out" the stop sign at Fir and Park. He stated he will let Public Works know, but at this point it is not an emergency.

**CRH Engineering:** Cody had not yet arrived due to weather. Cody arrived during Old Business, see that section.

**Consent Agenda:**

Town Council Minutes – January 28, 2019.  
Approval of Claims Checks – #4781 to #4811  
Approval of Payroll Checks

Councilmember Thomas made a motion to approve. Councilmember Reed seconded the motion. The motion carried unanimously.

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**Public Hearings:** None.

**Old Business: Resolution #2019-03 - Personnel Policy Update:** Andrea reported this is the updated policy that was sent out about a month ago and that she reminded the council about at their last meeting. She also reported that David has reviewed both the resolution and the ordinance.

Councilmember Easterday noted some typos.

Councilmember Thomas made a motion to approve with corrections. Councilmember Kyritsis seconded the motion. The motion carried unanimously.

**Ordinance #797 – Update CMC 2.52 Personnel Policy:** Andrea stated this is the update to the code section for the personnel policy.

Councilmember Kyritsis asked if the domestic violence leave was a state law. She stated that she hadn't noticed this section before, but believes it's important to include. David stated that he doesn't believe it is state law.

Councilmember Kyritsis also asked if the only changes were to the accrued leave carryovers that was discussed. Andrea stated no, that she went through the entire policy. She stated it was time for an overall update and that she needed to add things for the new laws regarding Washington Family Leave policies.

Councilmember Easterday made a motion to approve. Councilmember Kyritsis seconded the motion. The motion carried unanimously.

Councilmember Kyritsis stated that she has not met some of the new employees. Councilmember Reed stated that she would like to have them attend a council meeting. Mayor Miller stated that he will try to get them to attend the next meeting.

**Resolution #2019-05 – Approving Lease for Business Incubator Purposes:** Councilmember Kyritsis asked if there is certain protocol that should be followed. David Day stated that is the intent of the resolution.

Councilmember Easterday asked why the lease amount was so high if it is just for water and sewer. Andrea stated the lease amount includes all utilities: water, sewer, electricity and propane.

Councilmember Kyritsis made a motion to approve.

Councilmember Reed asked about insurance requirements. David Day stated there should be a sentence or paragraph in this regarding the tenant's requirement to provide their own insurance. He stated he has standard language he can send up to have added. Councilmember Reed stated that she wants to see the language in there prior to approval.

Councilmember Kyritsis withdrew her motion.

Mayor Miller stated that he would like to go back to CRH at this time.

**CRH Engineering:**

Professional Services Agreement 2019: Cody reported he has already provided the required insurance to go along with this agreement and that this is the renewal of the previous agreement.

Councilmember Easterday made a motion to approve. Councilmember Kyritsis seconded the motion. The motion carried unanimously.

Task Order 2017-9A – I&I PS&E Supplement: Cody referred to the letter included in their packets regarding this request. He stated they looked back and he had originally thought they would be able to complete the work for less, but that this increase is still within the original funding budget. He stated that he was optimistic they would be able to complete the work for the original amount, but there was more work effort required than what was anticipated.

Councilmember Kyritsis made a motion to approve. Councilmember Easterday seconded the motion. The motion carried unanimously.

Task Order #2019-2 – Main St. Waterline CM: Cody stated that this project is out for bid advertisement. He stated that this task order is for the construction administration portion for the waterline work. Councilmember Easterday asked about the schedule and if it would interfere with any of the other projects occurring in town. Cody reviewed the proposed schedule, as well as the rules and regulations from the funding agency.

Councilmember Easterday made a motion to approve. Councilmember Kyritsis seconded the motion. The motion carried unanimously.

Task Order #2019-3 – Townwide Metering CM: Cody stated this is for the construction administration for this project. He stated this is out to bid with the Main Street Waterline project. He stated the metering portion of this is a large project and covers around 200 different locations in town. He stated they are estimating about 6 months to complete this work. He explained the complexity of this project and if bids come in high, then the Main Street Waterline work won't be delayed.

Councilmember Kyritsis asked about Alan's work on the utility locations and getting all this information from his head to paper. Mayor Miller reported that he is working on a free possibility through Western Washington University and would come in GIS form. He stated he is working to get this work scheduled and making sure it's complete before Alan retires.

Cody also discussed the complexity of this project and the amount of work that will be required by Alan to locate lines and make decisions on which service lines need to be replaced.

Councilmember Kyritsis made a motion to approve. Councilmember Bartel seconded the motion. The motion carried unanimously.

Cody stated he is waiting on approval from USDA on a portion of the I&I work. He explained the project and the separation of the CIPP work and the dig out work. He also reported on the Cedar Street public meeting, which he stated had gone really well and was very productive. He stated they are working on finalizing these plans and he hopes to go out to bid soon on this one. He stated all the projects that are currently being worked on and are out to bid, should all be completed by the end of the year.

New Business: Ordinance #799 – CMC Add to 3.08.010 – Lost, Stolen or Destroyed Checks: Andrea reported on a recent check that was issued and when the person did not receive it within 5 days of mailing, was requesting the check be reissued. She stated after some research she came upon an RCW that states an affidavit needs to be completed prior to reissuance, which she had

this individual do. She stated this ordinance just adds the information from the RCW into the town's code.

Councilmember Kyritsis made a motion to approve. Councilmember Easterday seconded the motion. The motion carried unanimously.

Mears Field Lot Leases -- Lot #C to Wiley and June Moore, Lot #29 to Clark Dickson, Lot #39 to John Densmore, and Lot #42 to Don Goodman: Andrea reported that there were 5 leases turned back in to the town at the end of last year. She stated these leases are all people from the waiting list and will leave just one lot vacant at this point.

Councilmember Thomas made a motion to approve. Councilmember Reed seconded the motion. The motion carried unanimously.

Agreement -- Legislative Representation Agreement, Cameron Bailey: Mayor Miller reported that Cameron Bailey was former Senator Pearson's legislative assistant for many years. He stated that he is now a lobbyist and contacted the town to offer assistance during the upcoming legislative session. Mayor Miller stated the cost for the agreement would be \$1,000 a month during the session and would be well worth the cost.

Councilmember Easterday asked if there is a #5 within the agreement or was there just a numbering error. Andrea stated that she would double check on this.

Councilmember Thomas made a motion to approve. Councilmember Reed seconded the motion. The motion carried unanimously.

**Discussion Items:** None.

**Council Reports: Airport: Mike Bartel:** Mike stated that he was unable to attend the last Fly-in meeting. Councilmember Reed and Andrea both reported the meeting was very productive and believed it had gone well.

**Parks: Marla Reed:** Councilmember Reed asked about the purchase of folding picnic tables. She stated Costco has some at a reasonable cost. Andrea stated since these will be used in several different locations, the cost could be divided between a couple different funds. It was the consensus of the mayor and council to purchase 10 of these.

Discussion ensued on the staining of the Main Street fence.

**Community Garden: Elizabeth Easterday:** Nothing new to report.

**Historic Preservation and Landmarks Commission: Ginger Kyritsis:** Nothing new to report.

**Health Care: Mike Bartel:** Nothing new to report.

**Economic Development Commission: Ginger Kyritsis:** Councilmember Kyritsis stated there will be a workshop this Wednesday at 5b's at 6 p.m. She also asked for an update on the town's new Web site. Mayor Miller stated that he still needs to connect with the person working on it.

**Department Reports: Planning Commission/Historical Preservation: Marianne Manville-Ailles:** Mayor Miller reported that Marianne had e-mailed her update and each councilmember should have it.

**Administration/Finance Report: Andrea Fichter:** Andrea reported that she had completed and distributed the 2019 budget document and the January's Treasurer's Report is in their packets. She also reported that she is waiting for USDA to send out its end-of-year statements so that she can get the annual report and the UDSA year-end forms completed.

**Public Works: Alan Wilkins:** Mayor Miller stated the guys have been out plowing, are at home resting at the moment, and will be back at it tonight. He also reported we are continuing to work on the items noted on the DOE list and Alan continues to train the new guys.

**Imagine Concrete: Mayor Miller:** Mayor Miller reported the next meeting will be on February 19 at the Pilots Lounge at 6 p.m.

**Mayor's Report:** Mayor Miller reported that during this session they will be requesting funding for the decommissioning of the lagoon and then we will start seeking funding to assist with paying off all the sewer loans. He also reported that he is trying to get an updated quote from Lautenbach on having the concrete that is piled in Silo Park ground up. He stated we had gotten a quote from them before but their situation has changed, which may lessen the original quote. Cody stated there is a possibility of the town renting equipment as well, which could be less expensive.

Cody also reported on a possible grant funding source for getting some of the roads in town chip-sealed.

**Announcements:** Mayor Miller thanked Councilmember Easterday for running the last meeting during his illness.

Councilmember Reed stated there is supposed to be a community dinner this Friday, if the weather changes. She stated the father-daughter dance will take place that evening as well.

**Executive Session:** None.

**Adjournment:** Councilmember Thomas made a motion for adjournment at 7:28 p.m. Councilmember Easterday seconded the motion. The motion carried unanimously.

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Jason Miller, Mayor

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Attest: Andrea Fichter, Clerk Treasurer

**A RESOLUTION OF THE TOWN OF CONCRETE APPROVING USE OF TOWN OWNED PROPERTY AT 7337 N. DILLARD AVENUE FOR BUSINESS INCUBATOR PURPOSES.**

**WHEREAS,** Imagine Concrete was formed in 2009 with an emphasis on Economic Development within the Town of Concrete; and

**WHEREAS,** an Economic Development Task Force was created in June of 2014; and

**WHEREAS,** the Economic Development Task Force began work on many items, one of which was an Economic Development Plan for the Town of Concrete; and

**WHEREAS,** an Economic Development Commission was created in September of 2016; and

**WHEREAS,** the Economic Development Commission presented the completed Economic Development Plan to the Town Council and the Town Council approved said plan in December of 2016; and

**WHEREAS,** the Economic Development Plan is a strategic plan that identifies and prioritizes specific goals and objectives to guide economic development efforts within town; and

**WHEREAS,** Goals #4 and #11 speak specifically to the promotion of the town's business identity and the creation of innovative partnerships to support existing and new businesses; and

**WHEREAS,** a business incubator can be defined as a workspace created to offer startups and new ventures access for resources they need and to assist them in accelerating successful development of their entrepreneurial companies; and

**WHEREAS,** the Town of Concrete owns property located at 7337 North Dillard Avenue suitable for incubator business purposes; and

**WHEREAS,** Thrive Direct is a direct health care clinic-based primary care service; and

**WHEREAS,** Thrive Direct met with the mayor and the chair of the Economic Development Commission in December of 2018; and

**WHEREAS,** Thrive Direct attended the January 9, 2019, Economic Development Commission meeting, as well as the Town of Concrete Town Council meeting on January 28, 2019, to present her business proposal; and

**NOW THEREFORE,** be it resolved by the Town Council of the Town of Concrete, as recommended by the Economic Development Commission, to approve the development of a lease between the Town of Concrete and Thrive Direct for property located at 7337 North Dillard Avenue for the cost of \$1.00 per month plus utilities of \$290.00 (not including phone or Internet service) for one year beginning from the date of lease execution, with said lease being extended for an additional year at the request of Thrive Direct for a monthly rate of \$650.00 per month, which would include utilities but would still exclude phone and Internet service.

**RESOLVED,** by the Concrete Town Council and approved by the mayor this 11<sup>th</sup> day of February, 2019.

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Mayor, Jason Miller

Attest:

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Clerk- Treasurer, Andrea Fichter



# TOWN OF CONCRETE LEASE AGREEMENT

1. This is a lease made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Concrete, a Washington municipal corporation, hereinafter referred to as "Landlord", and the Thrive Direct Health Care, a registered Washington health care provider, hereinafter referred to as "Tenant."

Description of Property: Landlord and Tenant agree to rent the following described property situated in Concrete, Skagit County, State of Washington:

Approximately 250 square feet of office space located in the South half of a Town building located at 7337 North Dillard Avenue. Subject to: Restriction, easements, encumbrances and reservations of record, if any, as of the date of signing of the lease. Reserving a non-exclusive easement over and across the premises to provide ingress and egress to any and all such buildings and areas and other adjacent properties owned by Landlord, Landlord shall exercise said easement so as not to unreasonably interfere with Tenant's use of the property.

2. Condition of Premises: Tenant accepts the premises in their present condition and is not relying upon any representations by the Landlord. Housekeeping services will not be provided on the premises by the Landlord. It is agreed and understood the premises are in deteriorated condition and may need repair. Tenant agrees it will not claim constructive eviction or partial actual eviction and that its sole remedy is to vacate and surrender use of the property.

3. Term: The lease is for a period starting on April 1, 2019 and ending March 31, 2020.

3.1 The term of the lease may be extended upon written request of the Tenant prior to the ending date stated above and will be for the period beginning March 1, 2020 and ending February 28, 2021.

4. Rent: Rent is \$1.00 per month plus cost of utilities of \$290.00, payable monthly starting on the 1st day of April. If the rent is not paid within 45 days of the due date, this lease agreement is terminated. In consideration of the low rent during the term of the lease, tenant agrees to the provisions of paragraphs 2, and 8 regarding condition of the premises and waiver of claims for common law eviction.

4.1 The Town of Concrete's property and liability policy does not cover the Tenant.

4.2 The Tenant is responsible for telephone and internet utility costs and services incurred during the use of the premise.

4.3 If term is extended as stated in 3.1 above, the rent shall be \$650.00 payable monthly starting on the 1st day of March. If the rent is not paid within 45 days of the due date, this lease agreement is terminated. In consideration of the low rent during the term of the lease, tenant agrees to the provisions of paragraphs 2, and 8 regarding condition of the premises and waiver of claims for common law eviction.

5. Hold Harmless Provisions, Liability and Indemnity: The Town of Concrete, its officers, employees and agents, shall not be liable for any injury (including death) or damage to any persons or to any property sustained or alleged to have been sustained by the Tenant or by others as a result of any condition (including existing or future defects in the premises), or occurrence whatsoever related in any way to the premises or related in any way to the Tenant's use of the premises or Tenant's performance under this lease, except to the extent of such damage caused by the gross negligence of the Town. Tenant agrees to defend and hold and save the Town, its officer, employees and agents, harmless from any and all liability or expense (including expense of litigation) in connection with any such terms of actual or alleged injury or damage.

a. Liability insurance, in the amount of \$1,000,000 naming Lessors as additional insured and shall deliver to Lessors copies of said policies and evidence showing payment of premiums and renewal receipts.

- b) As for casualty property damage coverage, Lessees agree to provide and maintain insurance in the amount of \$1,000,000 on structure, naming Lessors as additional insured and shall deliver to Lessors copies of said policies and evidence showing payment of premiums and renewal receipts.

6. Type of Activity: Tenant agrees to use the facility as a health care clinic. Use as a health care clinic and related activities is the only type of activity to be conducted upon the premises. If the Tenant fails to use the premises as health care clinic and related activities, the Tenant is in default of this agreement and the lease may be terminated. Only Officers of the Thrive Direct or Town of Concrete representatives shall be allowed to hold keys to the facility and must open and close the facility to ensure proper security of the facility. Parking shall be allowed on the south side of the building. All fixtures, equipment, or items furnished on the premises by the Landlord may be used by the Tenant but must remain on the premises at all times. All activities must comply with all Town, County, State and Federal laws and ordinances including but not limited to the Town Zoning Code. Tenant agrees to obtain and comply with all necessary permits for the operation and conduct of Tenant's activities. If Tenant fails to obtain and comply with such permits, then Tenant accepts full responsibility for any and all costs incurred by the Town of Concrete, including actual attorney's fees.

7. Disposition of Property at End of Lease: At the end of the lease or extension, Tenant has the right to remove all of the equipment, personal property and trade fixtures placed on the premises by Tenant during the period of this lease. In the event the Tenant fails to remove any equipment, personal property and trade fixtures from the premises at the conclusion of the lease, the Landlord shall, at its option, have the right to retain it or in the alternative, remove it at Tenant's expense. Landlord may recover any costs and expenses from the Tenant resulting from the removal.

8. Maintenance of Facilities: Tenant understands this is a shared facility. Tenant also understands the building is in need of substantial repair and maintenance. Tenant is responsible only for maintenance and/or repair of the leased premises as specifically required to continue use of the premises. The premises shall be maintained in such condition so as not to create a hazard or be unsightly, and will at all times conform to existing laws. Tenant agrees not to allow conditions of waste and will keep the premises in a neat, clean, and orderly condition. Tenant shall indemnify Landlord for clean-up costs for any waste or nuisance.

9. Advertising and Signs: No signs or other advertising matter, symbols, canopies or awnings shall be installed, attached to or painted on the premises without the prior written approval of the Town.

10. Laws and Regulations: The Tenant agrees to conform to and abide by all laws, rules, codes and regulations of the United States, the State of Washington, and any municipality or agency. Tenant's use and operation of may not be in violation of any rules, codes, laws, or regulations.

11. Costs and Attorney's Fees: In the event it is necessary for either party herein to bring an action to enforce the terms, conditions or covenants of this lease, then the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements.

12. Equal Opportunity: Tenant agrees that in the conduct of activities on the leased premises it will be an equal opportunity employer in accordance with the 1964 Civil Rights Act and the State of Washington Human Rights Commission.

13. Termination: Upon termination of this lease or any extension, Tenant will surrender the premises to Landlord peaceably and quietly and in the condition required by this agreement.

14. Assignment: Tenant will not, by operation of law or otherwise, assign any portion of the lease premises without Landlord's prior written consent.

15. Landlord's Right to Enter Premises: Landlord and/or its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes.

- In case of emergency, as authorized by law or as authorized by this agreement;
- To do what the Landlord has the right or obligation to perform;
- To post "For Rent" or "For Lease" signs during any period that the Tenant is in default; and to repair, maintain or improve the premises, only in event of default;
- To do any other act or thing necessary for the safety or preservation of the premises.

Landlord will not be liable in any manner for any damages arising out of the Landlord's entry onto the premises as provided in this paragraph. Landlord will conduct the entry onto the premises in a manner that causes the least disturbance.

16. Waiver of Subrogation: Landlord hereby releases Tenant from any and all right, claim and demand that Landlord may hereafter have against Tenant, or Tenant's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Tenant arising out of any Losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and sustained by Landlord in or around the premises. Tenant hereby releases Landlord from any and all right, claim and demand that Tenant may hereafter have against Landlord or Landlord's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies. The waivers provided for in this paragraph shall be applicable and effective only in the event such waivers are obtained from the insurance carriers concerned.

17. Condemnation/Termination: In the event that the premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use consistent with this agreement, this Lease shall terminate. The Town may terminate this lease agreement in whole or in part and thereupon shall notify the Tenant of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the Tenant.

18. Complete Agreement: This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding. Agreement or negotiations whether oral or written not set forth herein.

19. Notices: All notices or payments may be delivered or mailed. If mailed, they should be sent to the following respective addresses:

Landlord: Town of Concrete  
P. O. Box 39  
Concrete, WA 98237  
Phone (360) 853-8401

Tenant: Thrive Direct Health Care  
Dr. Brianna Wilson  
708 E. Morris Street, Suite B  
La Conner, WA 98257

20. Validation: In witness whereof, Landlord has caused this instrument to be signed by its mayor by the authority of the Town of Concrete, and this instrument was signed and executed by Landlord the day and year first above written.

Landlord:  
Town of Concrete,

Tenant:

a Municipal Corporation

\_\_\_\_\_  
Mayor, Town of Concrete

\_\_\_\_\_  
Dr. Brianna Wilson, DNP, ARNP, FNP-BC

- Required Notary included on page 4 of agreement

State of Washington     )  
  ) ss.  
County of Skagit )

On this day personally appeared before me **Jason Miller** known to be the individual(s) described in and who executed the within and foregoing instrument and that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for the State of Washington  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

State of Washington     )  
  ) ss.  
County of Skagit )

On this day personally appeared before me **Brianna Wilson** known to be the individual(s) described in and who executed the within and foregoing instrument and that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for the State of Washington  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**INTERLOCAL AGREEMENT  
BETWEEN**

**FARMERS EQUIPMENT COMPANY  
AND  
TOWN of CONCRETE**

**PARTIES TO THE AGREEMENT**

This Interagency Agreement is made and entered into by and between, Farmers Equipment Company, hereinafter referred to as "Farmers", and Town of Concrete, a Municipal Corporation, hereinafter referred to as "Concrete", pursuant to the authority granted by Chapter 39.34 RCW.

**PURPOSE**

The purpose of this Agreement is for Farmers to use certain premises situated in Skagit County, Washington, located at the Fire and Life Safety Facility, 45396 Main Street, Concrete, Washington, hereinafter called "premises". Concrete hereby grants permission for Farmers to install, maintain, and operate a Global Positioning Receiver Station (GPS) on the Fire and Life Safety Facility. The premises shall not be used for any illegal or unlawful purpose. No other use will be permitted unless authorized by Concrete in writing.

**PERIOD OF PERFORMANCE**

The term of this Agreement shall be for five (5) years and shall become effective on the 1<sup>st</sup> day of March, 2019 and expire on the 28<sup>th</sup> day of February, 2023, both dates inclusive, unless terminated sooner or extended as provided herein.

**OPTION TO EXTEND**

Concrete hereby grants to Farmers the right to extend this Agreement for a five (5) year term commencing at the termination date of the Agreement term. Farmers shall have the right to extend the term upon the following conditions:

(a) That all terms, covenants and conditions of the initial Agreement term have been fully met and fulfilled.

(b) That Farmers gives notice in writing in this regard at least ninety (90) days prior to the end of the initial Agreement term.

If not renewed by the expiration date, Farmers will remove all equipment installed under this agreement within 30 days of expiration at Farmers expense.

**PAYMENT**

Farmers shall pay Concrete the total sum of \$619.93 or \$123.99 per year for the use of the premises. Payment may also be made by donation of an item of equal or greater value of the sum stated above, such item shall be mutually agreed upon by Farmers, the Fire Chief and

Mayor. Payments are to be made to Concrete or as Concrete shall designate in writing by January 31 of each succeeding year thereafter.

Upon receipt and approval of properly executed invoices, Farmers will remit payment to Concrete in accordance with the terms of payment described above.

The invoice shall be forwarded to the attention of:

Farmers Equipment Company  
ATTN: \_\_\_\_\_  
17893 SR 20  
Burlington, WA 98233

**ASSIGNMENT**

This agreement may not be sold, assigned, or transferred by Farmers without the prior written approval of Concrete.

**INSTALLATION, MAINTENANCE AND REPAIRS**

Installation and maintenance of the GPS equipment will be the sole responsibility of Farmers. All placement and mounting must be approved by a representative of Concrete before installation. Farmers shall be responsible for repair of any equipment installed on site and any support facilities necessary to said operation.

Farmers shall be responsible for the installation and maintenance of all electrical connections and wiring installed by Farmers.

**ALTERATIONS**

Farmers shall have no right to make alterations to the building without first obtaining the consent of Concrete. Concrete acknowledges that Farmers intends to install or make additions to facilities including installation of wiring and such other items as are reasonably necessary to accomplish Farmers's purposes, all at Farmer's expense.

**ACCESS AND INTERFERENCE**

Concrete will allow Farmers free access with reasonable notice to said premises for the purpose of inspection or of making repairs, additions or alterations to the premises, but this right shall not be construed as an Agreement on the part of Concrete to make any repairs.

In the event the GPS equipment of Farmers causes interference with any of Concrete's equipment or operations, Concrete will notify Farmers. Farmers will immediately work to solve interference problems or remove the GPS equipment.

**NEGLIGENCE**

Each party to this Agreement will be responsible for its own negligent acts and/or omissions and the negligent acts and/or omissions of its own employees, officers or agents. No party will be considered the agent of the other, and no party assumes any responsibility to the other for

the consequences of any act or omissions of any person, firm, or corporation not a party to this Agreement.

### **INSURANCE AND HOLD HARMLESS**

It is agreed that Concrete is not an insurer. Concrete is not liable to Farmers for any damages to any or all of the equipment owned and installed by Farmers.

Farmers agrees to indemnify and hold harmless from and against any and all claims for damages of any type that may arise as a result of interruption of service.

Farmers shall indemnify, defend and hold harmless Concrete, its Council, Officers, employees and contractors harmless from and against any claim, action, damages, liability, loss, cost, cost of expenses resulting from or arising out of Farmers use of the facilities.

### **FIRE AND OTHER CASUALTY**

In the event the premises are destroyed or damaged by fire, earthquake, or other casualty to such an extent as to render the same untenable in whole or in a substantial part thereof, it shall be optional with Concrete to rebuild or repair the same. In the event premises are destroyed or damaged, Concrete shall notify Farmers within fifteen (15) days after the event of Concrete's intentions to rebuild or repair said premises, or the part so damaged as aforesaid, and if Concrete elects to rebuild or repair said premises, Concrete shall prosecute the work of such rebuilding or repairing without unnecessary delay, and during such period the payment for use of said premises shall be abated in the same ratio that that portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the use premise. If Concrete shall fail to give the notice aforesaid Farmers shall have the right to declare this lease terminated by written notice served upon Concrete or Concrete's agents.

In the event the premises or any portion thereof are damaged or destroyed by fire or other casualty due to an instrumentality under the control of, or operated by either party, such as an equipment or fixture malfunction which causes damage to the property of either party, the party having control and operation over/of the instrumentality which causes the fire or other casualty shall be obligated to repair the premises and any equipment or fixtures damaged thereby.

### **NOTICES**

Any notice required to be served in accordance with the terms of this Agreement, shall be personally served or shall be sent by registered mail, the notice from Farmers to be sent to Concrete at P.O. Box 39, Concrete, WA 98237, or such other address as Concrete or its assigns may designate in writing, and the notice from the Concrete to be sent to the Farmers Equipment Company, 17893 SR 20, Burlington, WA 98233.

### **VIOLATION OF AGREEMENT**

If Farmers shall violate any of the terms or conditions of this Agreement, Concrete may cancel and terminate the Agreement if the violation remains uncured after fifteen days (15) following written notice to Farmers.

**TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be changed, modified, or amended by written Agreement executed by both parties.

**AUTHORIZATION**

The signatories hereto represent that they are fully empowered to enter into this Agreement, by and on behalf of Farmers Equipment Company. Concrete warrants that it is fully entitled to authorize use of said property and that the signatories hereto are fully empowered and authorized to make such Agreement on behalf of said municipal corporation.

**ENTIRE UNDERSTANDING/TIME OF ESSENCE**

This written Agreement in four pages constitutes the entire understanding of the parties, there are no verbal or other representations by either party, Concrete or Farmers Equipment Company. Time is of the essence of this Agreement.

**EXECUTION**

We, the undersigned, agree to the terms of the foregoing Agreement.

**Town of Concrete**

**Farmers Equipment Company**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



PSE – Power

Fire Hall = 46 KW hours per day = 1.91 KW hours per hour

average daily cost  $\$5.61/46 = \$0.12$  per kw hour

Typical Desktop computer uses about 75 w per hour = .075 kw per hour

$.075 \times 0.12 \times 24 = \$0.216$  per day

$.216 \times 365 = \$78.84$  first year (2019)

$\$78.84 \times 3\%$  inflation =  $\$81.21$  second year (2020)

$\$81.21 \times 3\%$  inflation =  $\$83.65$  third year (2021)

$\$83.65 \times 3\%$  inflation =  $\$86.16$  fourth year (2022)

$\$86.16 \times 3\%$  inflation =  $\$88.74$  fifth year (2023)

5 year total =  $\$418.60$

Total power bill for 12/22 to 1/22 =  $\$185.02$

$.216 \times 30 = \$6.48$

$\$6.48/\$185.02 = .035$  (3.5%)

Frontier Phone and Internet Charges =  $\$190.85$ /mo.

Internet Only =  $\$90.36$ /mo

$\$90.36 \times 3.5\% = \$3.16$ /mo.

$\$3.16 \times 12 = \$37.92$  first year (2019)

$\$37.92 \times 3\%$  inflation =  $\$39.06$  second year (2020)

$\$39.06 \times 3\%$  inflation =  $\$40.23$  third year (2021)

$\$40.23 \times 3\%$  inflation =  $\$41.44$  fourth year (2022)

$\$41.44 \times 3\%$  inflation =  $\$42.68$  fifth year (2023)

5 year total =  $\$201.33$

**GRAND TOTAL =  $\$619.93$**