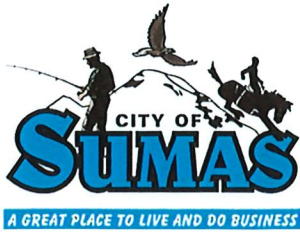


Agenda

- 1. Opening Meeting - Pledge of Allegiance**
- 2. Review/Correct and/or Approve Minutes**
 - [a.](#) February 12, 2024 Draft Minutes
- 3. Citizen Input**
- 4. Old Business**
- 5. New Business**
 - [a.](#) Interlocal Agreement with Whatcom County Flood Control Zone for Acquisition of Property
 - [b.](#) Letter of Agreement for Sale of Flood Response Property
- 6. Staff Reports**
 - Chief of Police
 - Public Works Director
 - Finance Director
 - City Clerk
 - Mayor
 - City Attorney
- 7. Voucher Approvals**
- 8. Executive Session**
 - [a.](#) Discussion with legal counsel about current or potential litigation RCW42.30.110(1)(i)
- 9. Adjournment**



Sumas City Council Meeting

Sumas City Hall, 433 Cherry Street, Sumas, WA 98295

Monday, February 12, 2024, at 7:00 PM

Minutes

PRESENT

Mayor Bruce Bosch

Council Member Jesse Clawson

Council Member Josh Clawson

Council Member Todd Daniels

Council Member Jessica Koehler

ABSENT

Council Member Richard Postma

1. Opening Meeting - Pledge of Allegiance

2. Review/Correct and/or Approve Minutes

a. January 22, 2024, Draft Minutes

Councilmember Jesse Clawson made a motion to approve January 22, 2024, Minutes, Councilmember Koehler seconded; all were in favor the motion carried.

b. Special Meeting January 25, 2024, Draft Minutes

Councilmember Josh Clawson made a motion to approve January 25, 2024, Minutes, Councilmember Koehler seconded; all were in favor the motion carried.

3. Citizen Input

a. Cayla Samms, Sumas Community Holiday Dinner

Michelle Quinn. City Clerk stated Ms. Samms was grateful for the use of the community center, they had a good turnout and will continue with this holiday dinner.

b. RCI Construction Inc. Letter

Mayor Bosch said he had spoke with Mr. VanDiest regarding his concern with the neighboring property that has been unmanaged resulting in overgrown trees and brush. Mr. VanDiest submitted a report from a Certified Arborist. Councilmember Jesse Clawson wanted to know what the city could do with the situation. Jim Wright, City Attorney advised that the city staff will review our code book and bring the information back to the council for further consideration.

4. New Business

- a. Sub-Recipient Agreement with Whatcom Sheriff's Office
Operation Stonegarden Program

Daniel DeBruin, Chief of Police, advised this is a continuance of a contract the police department has had since 2008 for the Stonegarden overtime reimbursement. The funding has decreased over the years, the current amount allowed in this contract is \$12,000.00 for 2024.

Councilmember Jesse Clawson motioned to authorize Mayor Bosch to sign the Sub-Recipient Agreement with the Whatcom County Sheriff's Office, Councilmember Daniels seconded; all were in favor the motion carried.

- b. Memo FEMA Mitigation Request for Qualifications

Sunny Aulakh, Public Works Director stated the city published a notice requesting RFQ's for FEMA Mitigation Projects to complete repairs from the 2021 flood disaster. The RFQ request included a list of projects the city will need to have A&E completed; we received three responses; we would like to accept all the firms for different projects on the list.

Councilmember Daniels made a motion to accept the request of qualifications from Freeland and Associates, Councilmember Jesse Clawson seconded; all were in favor the motion carried.

Councilmember Josh Clawson made a motion to accept the request for qualifications from Reichhardt & Ebe Engineering, Councilmember Daniels seconded; all were in favor the motion carried.

Councilmember Jesse Clawson made a motion to accept the request for qualifications from Trantech Engineering, Councilmember Daniels seconded; all were in favor the motion carried.

- c. Pole Attachment Agreement with Frontier Communications Northwest dba Ziplly

Jim Wright, City Attorney, went over this contract for the pole attachment agreement with Frontier Communications Northwest LLC dba Ziplly, They have requested to attach their equipment to seven of our poles. Councilmember Jesse Clawson made a motion authorizing the Mayor to execute the Pole Attachment Agreement with Frontier Communications Northwest LLC dba Ziplly, Councilmember Daniels seconded; all were in favor the motion carried.

5. Staff Reports

Public Works Director

Sunny Aulakh updated the council on the Washington DC trip for the national water tasting convention, unfortunately we did not win the best tasting water in the nation. Our water did place number one in Washington State.

Finance Director

1. 2023 FEMA Projects & Funding

Mollie Bost went over the FEMA projects and funding we have received from the 2021 flood; the attached spreadsheet shows the funding the City has received. There are thirteen projects not completed and eighteen projects completed for a total of \$3,674,916.01 received from FEMA.

6. Voucher Approvals

The bills were presented for approval and payment. Check numbers 43059 through 43111 for \$126,080.50; voided check 43046; EFTs in the amount \$8,818.49 and December 2023 Payroll \$205,124.84. Councilmember Daniels made a motion to pay the bills, Councilmember Josh Clawson seconded; all were in favor the motion carried.

7. Executive Session

a. Executive Session with counsel consideration of sale of real estate RCW 42.30.110(1)(c)

Mayor Bosch started the executive session, for approximately 15 minutes until 7:45 pm for consideration the sale of real estate RCW 42.30.110(1)(c) and potential litigation with council RCW.42.30.110(1)(i), No action taken.

8. Adjournment

Councilmember Jesse Clawson made a motion to adjourn the meeting, Councilmember Josh Clawson seconded; all were in favor the motion carried.

_____, Mayor

ATTEST:

_____, City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMAS AND THE
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT RELATING TO
ACQUISITION OF PROPERTIES FOR HAZARD MITIGATION**

This Agreement is made and entered into by and between the City of Sumas, a Washington City (hereinafter referred to as the “City”) and the Whatcom County Flood Control Zone District, a Washington quasi-municipal corporation (hereinafter referred to as the “District”).

WHEREAS, a county-wide Flood Control Zone District (the “Whatcom County Flood Control Zone District”) was established for Whatcom County in 1991 by the Whatcom County Council; and

WHEREAS, the City of Sumas is a City within Whatcom County; and

WHEREAS, the November 2021 floods caused significant damages within the City of Sumas; and

WHEREAS, reconstruction of substantially damaged residences in floodways within the State of Washington are prohibited except in some limited circumstances; and

WHEREAS, the depths and velocities of floodwaters that were experienced during the November 2021 were extremely hazardous, causing first responders to risk their own lives to save others; and

WHEREAS, the District and the City wish to partner on a mitigation project that targets high-risk properties that are at risk of future flood damages to reduce the risk to life and property within the City; and

WHEREAS, the District has applied for and received an award for Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) funding (application DR-4481-01-R (DR-4481); assistance listing number 97.039 (HMGP)) to acquire twelve properties and remove the residential and related structures on them; and

WHEREAS, one of the twelve properties planned for inclusion in the DR-4481 HMGP grant is within the City of Sumas; and

WHEREAS, the HMGP grant provides reimbursement for 95% of eligible costs, with 90% coming from FEMA and 5% from the Washington State Emergency Management Division (WAEMD); and

WHEREAS, the Washington State Department of Commerce has prepared a Public Action Plan (PAP) for Housing and Urban Development (HUD) funding through the Community Development Block Grant – Disaster Recovery (CBDG-DR) program that includes funding for the 5% local match for these acquisitions that will not be reimbursed by FEMA or WAEMD; and

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. **PURPOSE.** The purpose of this Agreement is to set the terms whereby the District and the City will, in partnership, acquire 241 Vancouver Street, Sumas, tax parcel number 4104350330900000 within the City of Sumas and remove structures to limit damage from future flooding.

2. PARTY RESPONSIBILITIES

A. CITY RESPONSIBILITIES

1. The City shall coordinate with the District and provide timely reviews of project correspondence, documents and agreements to ensure efficient implementation of all phases of the HMGP grant.
2. The City shall review and issue permits under the criteria and approval process provided by the City code to enable demolition of structures and restoration of properties within the City's jurisdiction.
3. The City shall assume ownership of the one property under property transfer agreement approved by the City without cost to the City for such transfer, subject to the deed restrictions and/or covenants required by the funding agencies, once demolition is complete and the properties have been restored to open space.
4. The City shall maintain the properties acquired under this agreement in accordance with the deed restrictions and/or covenants recorded on the titles and the requirements of the HMGP grant providing funding, including "Land Use and Oversight" requirements of properties acquired for open space projects as described in 40 CFR 80.19.
5. The City shall conduct monitoring and reporting as required by the grant program, including inspections and reporting to the State and/or FEMA as described in 44 CFR 80.19 (d) and notifications from the funding agencies. The City shall inform the District when reports have been submitted.
6. The City shall inform the District prior to pursuing a transfer of interest for the one participating property to another entity. The City will coordinate with the District to request written approval to transfer the property in accordance with 44 CFR 80.19(b).

B. FLOOD CONTROL ZONE DISTRICT RESPONSIBILITIES

1. The District shall implement the scope of work contained in HMGP application DR-4481-01-R through a HMGP grant agreement between WAEMD and Whatcom County.
2. The District shall coordinate with the Washington Department of Commerce and Whatcom County to manage the CDBG-DR funding.
3. The District will perform the pre-acquisition actions needed to comply with both sets of grant requirements, including getting appraisals, performing hazardous materials assessments, clearing titles, calculating duplication of benefits (DOB), negotiating purchase prices with property owners, and preparing purchase and sale agreements and other grant-required documentation.

4. The District will coordinate with the title company to arrange closings for properties and provide necessary funds and documentation including required deed restriction language and/or covenants.
5. The District will prepare and award bid packages for demolition of structures and site restoration on the acquired properties, execute contracts and oversee demolition in accordance with grant requirements.
6. After demolition and site restoration activities are complete, the District will request approval from WAEMD and FEMA to transfer the title one property located with the City of Sumas to the City of Sumas, subject to the deed restrictions and/or covenants required by the grant programs providing funding.
7. Following approval from WAEMD and FEMA to transfer the property to the City of Sumas, the District will complete the transfers of the title of the property to the City of Sumas.
8. The District will provide project management and grant compliance oversight, request reimbursement for costs incurred in implementing the project scope from both the HMGP and CDBG-DR grants and perform grant closeout activities as required by each funding source.

3. FUNDING AND PAYMENT

The District will administer the FEMA HMGP award 4481-01-R and the CDBG-DR award to acquire and conduct structure demolition and site restoration on one privately owned property within the Sumas City limits. The District will work directly with vendors to complete the project and pay all costs related to property acquisition, structure demolition, site restoration and other project costs as planned or eligible for reimbursement by the grants. The City shall not be responsible for any such costs, except for those incurred while implementing the City Responsibilities (Section 2.A).

Following completion of the project, the City will maintain the property to the standards outlined for open spaces in 44 CFR Part 80. Costs associated with maintaining the properties are not eligible for reimbursement from the HMGP or CDBG-DR programs and will be the sole responsibility of the City.

4. TERM OF AGREEMENT

The period of performance for this Agreement shall be consistent with the performance period of the HMGP Grant 4481-01-R, which is currently October 11, 2023 through May 2, 2026.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of all of the parties hereto. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. DISPUTES

In the event that a dispute arises under this Agreement, a dispute board shall resolve the dispute in the manner set forth in this section. The parties to this Agreement shall each appoint a member to the dispute board. The dispute board shall evaluate the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the

dispute board shall be final and binding on the parties hereto. In the performance of this Agreement, it is mutually understood and agreed upon by the parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance.

7. ASSIGNMENT

The obligations to be performed by the parties under this Agreement are not assignable or delegable by any party in whole or in part, without the prior written consent of both of the other parties.

8. WAIVER

A failure by any of the parties to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

9. TERMINATION

This Agreement may be terminated without cause by any Party effective upon sixty (60) days written notice, mailed postage pre-paid by certified mail, return receipt requested, to all remaining Parties last known address for the purposes of giving notice under this section. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10. SEVERABILITY

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

11. INTEGRATION OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. CONTRACT MANAGEMENT

No new separate legal or administrative entity is created to administer the provisions of this Agreement. No agent, employee, servant, or representative of any party shall be deemed to be an employee, agent, servant, or representative or any other party for any purpose. Each party will be solely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement. The Contract Administrator for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Administrator for the City is:
Bruce Bosch, Mayor

City of Sumas
PO Box 9
Sumas, WA 98295
(360) 988-5711
bbosch@cityofsumas.com

The Contract Administrator for the District is:
Paula Harris, River and Flood Manager
Whatcom County Public Works Department
322 N. Commercial Street, Suite 120
Bellingham, WA 98225
(360) 778-6285
pharris@co.whatcom.wa.us

13. COUNTERPARTS

This Agreement may be executed in multiple counterparts and each shall be deemed an original, but all of which together constitute a single instrument.

14. EFFECTIVE DATE

This Agreement shall be in full force and effect upon full execution by the Parties and filing with the Whatcom County Auditor or posting on each Party's website, whichever method of filing is chosen.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUMAS

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By: Bruce Bosch

By: Satpal Singh Sidhu

Title: Mayor

Title: County Executive

Signature: _____

Signature: _____

Date: _____

Date: _____

Approved as to form:

Christopher Quinn, Senior Civil Deputy
Prosecutor

LETTER OF AGREEMENT
For Sale of Flood Response Property

1. **Parties.** The parties to the Letter of Agreement (“LOA”) are Whatcom County (“County”) and the City of Sumas (“City”).
2. **Background.** Pursuant to Washington State Department of Commerce Grant #23-61310-002 (wcc#202304020), a copy of which is attached as Exhibit A, Whatcom County has purchased various equipment to aid in the response to flooding events. As the City is one of the municipalities within Whatcom County most directly and substantially impacted by flood events, it is in the County’s interest to transfer ownership of this equipment to the City to ensure a timely response to a flood and other all-hazard events within the City and as may otherwise be needed throughout Whatcom County.
3. **Authority.** Whatcom County Code 1.10.240 authorizes the County to dispose of property of a value in excess of \$1,000 to another governmental agency upon such terms agreed upon and for such consideration as may be deemed adequate by the county executive.
4. **Consideration.** The City agrees that in consideration for the transfer of equipment described in Section 5 below, the City shall install, operate, and maintain such equipment for the useful life of the equipment, a minimum of 10 years. The City further agrees to utilize and make available the equipment for use during any emergency event as determined by the Whatcom County Sheriff’s Office Division of Emergency Management.
5. **Equipment.** The equipment transferred from the County to the City is described as follows:
 - One 2023 7’x16’ Cargo Mate utility trailer with ramp, vent, and e-track (VIN 5NHUCH624PB493323) and its contents, an approximation of which is outlined in the attached Exhibit B (Trailer Inventory);
 - One Megga Bagger sandbag machine, model MB-T2 (4T92316B4PP163209); and
 - One Wanco Metro Matrix message sign, model WVTMM-L (VIN 5F12S1018P1003765).
6. **No Further Obligation.** Upon receipt of the equipment described in paragraph 5, the County shall have no further obligation to install, maintain, or operate such equipment. Once the equipment is accepted by the City, the County makes no warranties concerning the condition or operability of the equipment.

