RESOLUTION 2026-VV

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, APPROVING AND ACCEPTING THE STATE OF WASHINGTON TRANSPORTATION IMPROVEMENT BOARD GRANT FOR 2028 OVERLAY

WHEREAS, the Town of Eatonville has been awarded a grant from the Transportation Improvement Board in the amount of $643,296 to be used for the 2028 Overlay project; and

WHEREAS, the grant will provide funding at 95 percent, the fiscal impact to the Town will be the remaining 5 percent plus additional engineering costs; and

WHEREAS, the Town wishes to allocate REET funds to cover the match amount estimated at $56,881; and

WHEREAS, the Town Council has reviewed the attached Transportation Improvement Board Grant Agreement and believes its execution is in the best interests of the Town of Eatonville; now, therefore

THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, the Washington State Transportation Improvement Board Fuel Tax Agreement, attached hereto as Exhibit A, between the Town of Eatonville and the State of Washington Transportation Improvement Board.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 23rd day of November 2026.

_____
Emily McFadden, Mayor

ATTEST:

_____
Miranda Doll, Town Clerk

Town of Eatonville
2-P-811(010)-1
2028 Overlay
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
Town of Eatonville
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2028 Overlay, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and Town of Eatonville, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 95.0000 percent of approved eligible project costs up to the amount of $643,296, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT FUNDING PARTNERS

The RECIPIENT anticipates receiving additional funding from the following funding partners, in the following amounts. However, in no event shall any non-party to this Agreement, even if referenced as a funding partner below, be considered a third party beneficiary to this Agreement.

Funding Partners	Amount	Revised Funding
EATONVILLE	33,858	
WSDOT	0	
Federal Funds	0	

TOTAL LOCAL FUNDS	**33,858**	

4.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

a) Bid Authorization Form with plans and engineers estimate
b) Award Updated Cost Estimate
c) Bid Tabulations
d) Contract Completion Updated Cost Estimate with final summary of quantities
e) Project Accounting History

5.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than $50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

6.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

7.0 AMENDMENTS

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

8.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

9.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

10.0 DEFAULT AND TERMINATION

10.1 NON-COMPLIANCE

a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.

b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.

c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.

d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

10.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

a) RECIPIENT is not making reasonable progress toward correction and compliance.
b) TIB denies the RECIPIENT's request to amend the Project.
c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

10.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 10.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

10.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

11.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 10. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

12.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

RECIPIENT shall retain $5,000 in local agency funds as contingency funding pursuant to WAC 479-05-065. TIB may require the RECIPIENT to use a portion or all contingency funding before authorizing increase requests pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575.

13.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

14.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence.

Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

15.0 DISPUTE RESOLUTION

a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.

b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.

c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.

d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.

e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

16.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

17.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Albert H. Wang
Assistant Attorney General

Lead Agency		Transportation Improvement Board	
Chief Executive Officer	Date	Executive Director	Date
Print Name		Print Name	

Washington State
Transportation Improvement Board

TIB Members

Chair
Mayor Hilda González
City of Granger

Vice Chair
Councilmember Sam Low
Snohomish County

Susan Carter
Hopelink

Kent Cash
Port of Vancouver

Jay Drye
WSDOT

Dongho Chang
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club & Washington Bikes

Brent Timm
Link Transit

Andrew Denham
Town of Twisp

Stephanie Forman
Forman Consulting

Preston Frederickson
City of Walla Walla

Commissioner Al French
Spokane County

Commissioner Dan Sutton
Douglas County

Councilmember Jon Pascal
City of Kirkland

Les Reardanz
Whatcom Transportation Authority

Mayor Erin McCardle
City of Chelan

Maria Thomas
Office of Financial Management

John Vicente
City of Kenmore

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

Ashley Probart
Executive Director

P.O. Box 40901

November 06, 2026

Emily McFadden
Mayor
Town of Eatonville
Post Office Box 309
Eatonville, WA 98328-0309

Dear Emily McFadden:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your project, 2028 Overlay, Multiple Locations, TIB project number 2-P-811(010)-1.

TIB is awarding 95.0000% of approved eligible project costs with a maximum grant of $643,296.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Grant Agreement Form. If necessary, revise section 3.0 Project Funding Partners.
- Sign and **email** a copy of the Grant Agreement Form to your TIB Engineer.

TIB approval is required prior to incurring reimbursable expenses.

Bid advertisement must occur not later than May 1 and construction must begin by July 1 of the year it is scheduled for construction. If these deadlines cannot be met, a written extension approval from TIB is required.

In accordance with RCW 47.26.084, you must certify full funding by November 6, 2027, or the grant may be terminated. Grants may also be rescinded due to unreasonable project delays as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Region Engineer, at GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Exhibit A
Resolution 2026-VV

Small City Preservation Program (SCPP)

Approved Segment Listing

EATONVILLE

FY 2028 Overlay Program

Street	Termini	Pavement Length	Pavement Width
Carter Street W	Washington Ave to Middle School	**100 feet**	**22 feet**
Larson Street W	Eatonville Hwy W to Orchard St W	**1,050 feet**	**14 feet**
Lynch Creek Road E	Washington Ave S to N Centerline	**2,000 feet**	**22 feet**