

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: February 6, 2023

Subject: Grant of License to SB Structures, LLC for Temporary Use of
County Rice Lake Pit Property

Statement of Issue: Public Works staff requests approval of the attached License to SB Structures, LLC for temporary use of a portion of the County's Rice Lake Pit property. SB Structures intends to use the site as a construction staging area for multiple WSDOT fish barrier removal projects on Leland Creek along SR101. The term of the License is from execution of the License to December 31, 2023.

Analysis/Strategic Goals/Pro's & Con's: The License assists the WSDOT contractor during its fish barrier removal projects in the County. When reasonably feasible, cooperation on projects between the County and WSDOT (and its contractors) is always desirable. Although the License will limit the County's use of the portion of the Rice Lake Pit property covered by the License, it still allows the County to continue to utilize the remainder of the property for disposing surplus material from road construction or maintenance projects.

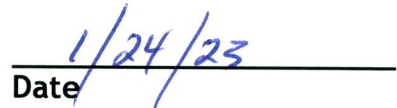
Fiscal Impact/Cost Benefit Analysis: The License requires SB Structures, LLC to pay the County \$500/month, in a lump sum payment of \$5,500 (plus applicable leasehold excise tax) as consideration for use of the County property during the License term.

Recommendation: The Board is requested to sign the attached License and return it to Public Works for further processing.

Department Contact: Colette Kostelec, P.E., Right-of-Way Representative, 385-9218.

Reviewed By:


Mark McCauley, County Administrator


Date 1/24/23

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: SB Structures, LLC

Contract No: PW2023-003

Contract For: License to Use County Rice Lake Pit Property Term: From License execution through 12/31/2023

COUNTY DEPARTMENT: Public Works

Contact Person: Colette Kostelec

Contact Phone: 360-385-9218

Contact email: ckostelec@co.jefferson.wa.us

AMOUNT: \$5,500 (based on \$500/month from Feb-Dec 2023)

Revenue: 18036200.362000

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: request from Licensee

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Colette Kostelec
Signature

1/12/2023
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Colette Kostelec
Signature

1/12/2023
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 1/19/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 1/19/2023.

✓ Next time, let's do this with county standard indemnity language. Risk is low, so I approved it this time.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Jefferson County
Department of Public Works
623 Sheridan Street
Port Townsend, WA 98368

Document Title: **License for Use of County Property**
Grantor: Jefferson County, a political subdivision of the State of Washington
Grantee: SB Structures, LLC, a Washington Limited Liability Company
Legal Description: S11 T27 R2W TX1
Assessor's Tax
Parcel ID Number: 702-111-011

GRANTOR, Jefferson County, a Washington municipal corporation, for valuable consideration, including a payment of FIVE HUNDRED DOLLARS (\$500.00) per month for the term of this License, paid in a lump sum of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00), does hereby grant and convey to **GRANTEE, SB Structures, LLC, a Washington limited liability company**, a license over, across and upon the real property commonly known as the Rice Lake Pit, legally described in Exhibit A (the "Property") and, specifically, to access and use that portion of the Property which is depicted in Exhibit B attached hereto and by this reference made a part hereof (the "SB Structures Use Area") subject to the following terms and conditions:

1. Use of Property for Construction Staging; No Representations or Warranties. The SB Structures Use Area may be accessed and used by Grantee for construction staging for Grantee's WSDOT Contract 9882 Leland Creek. Grantor makes no representations or warranties as to the condition of the Property or its suitability for Grantee's permitted uses.
2. No Dumping; Required Site Restoration. Grantee shall not deposit, or allow to be deposited, any waste material on the Property and, prior to the termination date of this License, shall remove all personal property and repair any damage caused by Grantee's use of the Property.
3. Term of this License. The term of this License commences upon execution of this License and ends on December 31, 2023.
4. Shared Use of the Property. During the License term, Grantee shall ensure that the Property (excluding the SB Structures Use Area) remain accessible for use by the Grantor for County purposes, in particular for the disposal of surplus material from road construction or maintenance projects. The Property is not open for use by the Public.

5. Gated Access. Access to the Property is through the locked gate from Rice Lake Road. Grantee may install its own lock on the gate as long as Grantor retains access. The gate may be kept unlocked during normal working hours; however, at the end of each day Grantee shall ensure that the gate is closed and locked.
6. Indemnification. Grantee shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Grantee in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Grantee's liability, including the duty and cost to defend, shall be only for the Grantee's negligence. It is further specifically understood that the indemnification provided constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.
7. Leasehold Excise Tax. Leasehold excise tax, if applicable, shall be paid by Grantee at the time of payment of the consideration identified above.
8. Grantor's Contact. The contact person and contact information for Grantor during the term of this License shall be:

Name: Rick Bancroft, Quilcene Foreman
Telephone: (360) 302-0029
Email: rbancroft@co.jefferson.wa.us
9. Grantee's Contact. The contact person and contact information for Grantee during the term of this License shall be:

Name: Travis Crumley, Superintendent
Telephone: (208) 320-0008
Email: travis.c@sbstructures.com
10. Covenants. Grantor covenants that it is the lawful owner of the above-described Property and has authority to convey such License and Grantee covenants that the person signing this License on behalf of Grantee is fully authorized to do so.

THIS LICENSE requires the signature of all parties and shall be considered to have been executed as of the date of the last signature below.

Approved this _____ of _____, 2023 by the Jefferson County Board of County Commissioners.

GRANTOR: Jefferson County
Board of County Commissioners
Jefferson County, Washington

Approved as to form only:

By: _____
Greg Brotherton, Chair

By: P.C. Hunsucker January 19, 2023
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

State of Washington
County of Jefferson

This record was acknowledged before me on _____, by Greg Brotherton as the Chair of the Jefferson County Board of County Commissioners.

Notary Public in and for the State of Washington.
My Commission Expires _____

GRANTEE: SB Structures, LLC

By: Matthew Scarsella
Print Name: MATTHEW SCARSELLA

State of Washington
County of Jefferson

This record was acknowledged before me on January 19, 2023, by
Matthew Scarsella as the Project Manager of SB Structures, LLC.

Jenifer Morrison
Notary Public in and for the State of Washington.
My Commission Expires May 1, 2026

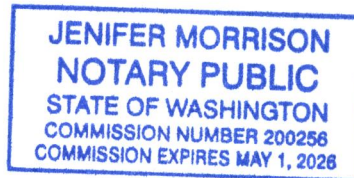


EXHIBIT A

LEGAL DESCRIPTION OF RICE LAKE PIT PROPERTY:

A TRACT OF LAND SITUATED IN THE SOUTH EAST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$ SECTION 11, TOWNSHIP 27 NORTH, RANGE 2 WEST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING 37.5 FEET WEST OF THE $\frac{1}{4}$ CORNER BETWEEN SECTION 11 AND 12, TOWNSHIP 27 NORTH, RANGE 2 WEST, W.M.;

THENCE N $14^{\circ}45'$ W, 1365 FEET ALONG THE COURSE OF THE CENTER LINE OF TRACKS OF THE PORT TOWNSEND SOUTHERN RAILROAD, TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH EAST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$, SECTION 11, SAID TOWNSHIP AND RANGE;

THENCE WEST 51.7 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE RIGHT OF WAY OF SAID RAILROAD, THIS POINT BEING THE TRUE POINT OF BEGINNING;

THENCE WEST 395 FEET ALONG THE NORTH BOUNDARY OF THE SOUTH EAST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 11, TO A POINT ON THE EASTERLY BOUNDARY OF THE COUNTY ROAD;

THENCE S $6^{\circ}15'$ E, 546.6 FEET ALONG SAID EASTERLY BOUNDARY OF COUNTY ROAD;

THENCE N $75^{\circ}15'$ E, 462.8 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE RIGHT OF WAY OF THE PORT TOWNSEND SOUTHERN RAILROAD;

THENCE N $14^{\circ}45'$ W, 440 FEET ALONG SAID WESTERLY BOUNDARY TO THE POINT OF BEGINNING.

CONTAINING 4.80 ACRES MORE OR LESS.

US 101

RICE LAKE RD.

VSUNT
JEFFERSON COUNTY

SB STRUCTURES
USE AREA

VSUNT
JEFFERSON COUNTY

RICE LAKE PIT PARCEL ID: 702111011
1' CONTOURS GENERATED USING
WA DNR 2019 LIDAR DATA

SCALE (FEET)

0 100 200

NORTH

EXHIBIT B