Next Ord: 1618-08
Next Res: 770-08

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

CITY COUNCIL AGENDA

August 13, 2008
7:00 PM
Sedro-Woolley Municipal Building
Council Chambers
325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar

NOTE: Agenda items on the Consent Calendar are considered routine in nature and may be adopted by the council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the regular agenda will consider any item so removed after the Consent Calendar.

   a. Minutes from Previous Meeting (Including August 5, 2008 Work Session)
   b. Finance
      - Claim Vouchers #64098 to #64238 in the amount of $291,317.76
      - Payroll Warrants #43101 to #43207 in the amount of $245,953.59
   c. Consultant Agreement with H. W. Lochner
   d. Bid Award - Police Truck
   e. Interlocal Agreement - City of Mount Vernon for use of garbage trucks

4. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARING

UNFINISHED BUSINESS

NEW BUSINESS

5. Secret Harbor *(action requested)*
   Request/Proposed Settlement
6. Interlocal Agreement - Skagit PUD *(action requested)*
   Construction work on Township Street sewer project
7. Ordinance - Sewer Moratorium (ending)
   Ending moratorium in certain areas served by the Township and Metcalf Street sewer mains
8. Insurance Request for Proposals *(materials at meeting)*
   Results of RFP and recommendation from Committee

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION/YES

DATE: August 13, 2008

TO: Mayor Anderson and City Council

FROM: Patsy Nelson, Finance Director

SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT CALENDAR

1. CALL TO ORDER - The Mayor will call the August 13, 2008 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

   ____ Ward 1 Councilmember Ted Meamber

   ____ Ward 2 Councilmember Tony Splane

   ____ Ward 3 Councilmember Louie Requa

   ____ Ward 4 Councilmember Pat Colgan

   ____ Ward 5 Councilmember Hugh Galbraith

   ____ Ward 6 Councilmember Rick Lemley

   ____ At-Large Councilmember Dennis London

2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.

3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
July 23, 2008 – 7:00 P.M. – City Hall Council Chambers

The Meeting was called to order at 7:00 P.M.

Pledge of Allegiance

ROLL CALL: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Louis Requa, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiberger, Planner Moore, Police Sergeant Dougher and Fire Chief Klinger.

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers #63955 to #64097 for $269,770.31 (Voided Warrant #64009)
  - Payroll Warrants #42993 to #43100 for $186,144.13
- Task Force Interlocal Agreement Amendment Number One
- Interlocal with Skagit EMS for Automatic Aid
- Planning Commissioner Appointment

Councilmember Lemley moved to approve the consent calendar, voiding warrant #64021. Seconded by Councilmember London. Motion carried (7-0).

Public Comment

No Public Comment

PUBLIC HEARING

None

UNFINISHED BUSINESS

None

NEW BUSINESS

Ordinance – Fire Department Bond

City Supervisor/Attorney Berg reviewed background information on the proposed ordinance requesting Council approval to go to vote for a bond to purchase a ladder truck,

build Fire Station 2 and the purchase of a new fire engine. Berg noted that this topic has been discussed for several years and the cost only increases as time goes by. He addressed several regulations that will be coming in the near future which will place more stringent requirements on ladder trucks at even more expense to the City with no real benefit.

Berg reviewed the unsuccessful bids for a grant for a ladder truck over the past several years and reviewed budgetary constraints that do not allow such purchases within the current bare bones budget as well as continued inflation costs.

Fire Chief Klinger reviewed the needs of a ladder truck. He noted it was not only height limits but overall size of the structures which would require the need for an aerial device. Klinger noted the closest aerial truck is from Burlington and spoke of several buildings outside the city limits that the Department would be responsible for and would be hazardous to fight without such a device.

Klinger addressed property dedicated to the City for Fire Station 2 located within the Fruitdale Road area and noted the sewer moratorium has slowed things down but with the future lifting of the moratorium there is the anticipation of another 8500 people to be located within the proposed Station 2 area as property develops.

Council discussion ensued to include fire insurance rates, the effect of the proposed additions and the affect on senior and low income citizens. It was estimated the tax increase would be .17 per 1000 valuation.

Chief Klinger also reviewed the need of a replacement fire engine stating the engine's are on a 21 year replacement cycle and regardless of the bond, a new engine would need to be purchased.

Councilmember Galbraith moved to adopt Ordinance No. 1617-08, an ordinance placing the question before the voters of Sedro-Woolley on November 4th, 2008, of a bond for the fire department in the amount of two million dollars to build Station 2, purchase a ladder truck and purchase a new fire engine. Seconded by Councilmember Meamber and Lemley. Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Fire Chief Klinger – reported on behalf of Sergeant Dougher of the tazer training that was held today.

Engineer Freiberger – reported the Township sewer project has been awarded and should Council choose, now would be the time to start discussing lifting of the moratorium. Upon Council consent, information would be brought back to the August 13th meeting. He noted the request for qualifications for consultants for the SR 9/Jameson Intersection Project have closed and they have made a tentative selection with negotiations forthcoming and a recommendation and contract to come before Council at the next

meeting. Freiberger also reported on the Skagit Conservation District in kind contribution by Sedro-Woolley to provide lab work for stream monitoring in exchange for participation in the grant.

City Supervisor/Attorney Berg – reported the Police Evidence building is nearing completion and the Parks building is about 3 weeks away from substantial completion. He noted the increase use of Bingham Park with the new toys and reported on other proposed improvements. Berg reported on progress at the dog park at Riverfront Park. He noted the Parks Department has been coordinating with Rotary for installation of the fencing and they have been busy clearing other areas around River Road and Riverfront Park. Berg also reported on the completion of the Amphitheatre with an open house scheduled for August 23rd which will also include the dedication of a flag pole in memory of Janice Garrison. Berg thanked the Council for their support with the vote to go to bond tonight and thanked the Volunteer Department for their ongoing efforts to better help the community.

Finance Director Nelson – noted the June 30th financial reports for Council review and reported we are where we should be for this time of year. She reported the arrival of the State Auditors for their annual audit beginning August 4th with greater communication expected with the Council members throughout the audit. Nelson also reported that several members of the Finance Department have been participating in the recent Fire Department training sessions by being accident victims. She noted this has been on their own time and has been very rewarding watching the level of expertise of the volunteers.

Councilmember Meamber – commented on the sewer project on Main Street and stated that town still seems to be busy and things seem to be going well.

Councilmember Requa – reported that Wilder Construction went door to door in the downtown area to all business with notification. He also commented on the proposed fire bond and spoke of the benefit of having a ladder truck in order to better serve the community and also as an incentive to attracting new businesses.

Councilmember Galbraith – spoke of his appreciation to the Council for their progressive thoughts and the difficulty of decisions such as the bond issue which is necessary for the prosperity of the community.

Councilmember Lemley – expressed congratulations and a welcome to Terry Carter and Tom Peterson for their appointment to the Planning Commission.

Councilmember London – stated he is impressed on the work going on at Metcalf Street.

EXECUTIVE SESSION

The meeting adjourned to Executive Session at 7:30 P.M. for approximately 15 minutes for the purpose of discussion of litigation with no decision anticipated.

Councilmember Requa requesed himself and left Executive Session at 7:45 P.M. due to a conflict of interest.

The meeting reconvened at 8:20 P.M.

Councilmember Meamber moved to adjourn. Seconded by Councilmember Colgan. Motion carried.

The meeting adjourned at 8:21 P.M.

CITY OF SEDRO-WOOLLEY

Work Session of the City Council
August 5, 2008 – 7:00 P.M. – City Hall Council Chambers

The worksession was called to order at 7:00 P.M.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Louis Requa, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Finance Director Nelson, City Supervisor/Attorney Berg, Planner Moore and Engineer Freiberger (Late). .

Public Comment

- Dennis O'Neil – 109 Talcott St. spoke to Council regarding Economic Development needs and the deteriorating buildings downtown. He also suggested it is necessary to have a mechanism for citizens to communicate issues and ideas.

Parks Committee Report

- Councilmember Galbraith reported on meeting with the YMCA regarding a Recreation Program partnership in Sedro-Woolley. The committee proposes to provide funding by increasing the utility tax on City utilities 4% (1% to recreation, 1% to economic development and 2% to streets). This would be a three year commitment beginning in 2009. City staff would learn from the YMCA staff and establish a recreation program. Galbraith reported we need additional funding for a Parks program no matter who runs it. After the Council retreat, the importance of a part-time employee to generate economic development was apparent, as well as dedicated monies to improve our streets is critical. The YMCA will be conducting a survey to see what recreation opportunities Sedro-Woolley residents would like to see provided.

Economic Development Director Position

- Council discussed the vision for the position of Economic Development Director, partnership with the Chamber, EDASC, Port, etc. The Mayor's "Blue Ribbon" Committee would set the general focus and goals. This person's effort could generate sufficient revenues to eliminate the proposed 1% utility tax in future years.

Engineering Report

- Engineer Freiberger reported on the sewer projects and noted the contractor is replacing manholes on Metcalf Street; the pipe should be reamed and pulled

this week. A press release will be issued on the Township Street project as the railroad crossing will be leveled and portions of the street closed for approximately a month. He also reported the McGarigle CIPP project will begin soon.

Executive Session

- The Council adjourned to Executive Session at 7:50 P.M. for the purpose of litigation. The session will last approximately ½ hour with a possible decision. Due to a conflict of interest within the Executive Session, Councilmember Requa left the worksession at 8:25 P.M.

The worksession reconvened at 9:00 P.M.

Councilmember Splane moved to adjourn. Seconded by Councilmember Galbraith. Motion carried.

The worksession adjourned at 9:00 P.M.

DATE: August 13, 2008

TO: Mayor Anderson and City Council

FROM: Patsy Nelson, Finance Director

SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers proposed for payment for the period ending August 13, 2008.

Motion to approve Claim Vouchers #64098 to #64238 in the amount of $291,317.76.

Motion to approve Payroll Warrants #43101 to #43207 in the amount of $245,953.59.

If you have any comments, questions or concerns, please contact me for information during the working day at 855-1661. This will allow me to look up the invoices that are stored in our office.

CITY OF SEDRO-WOOLLEY

SORTED TRANSACTION WARRANT REGISTER

08/13/2008 (Printed 08/07/2008 14:28)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
64098	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	234.37
		POSTAGE	SAN	234.36
		AUTO FUEL/DIESEL	SWTR	234.36
		WARRANT TOTAL		703.09
64099	ALLSTAR HYDROSEEDING INC.	DOG PARK	PK	2,459.16
		WARRANT TOTAL		2,459.16
64100	ALLELUJAH BUSINESS SYSTEMS	OPERATING SUPPLIES	SWR	2.16
		WARRANT TOTAL		2.16
64101	ALL-PHASE ELECTRIC	MAINTENANCE OF LINES	SWR	176.10
		WARRANT TOTAL		176.10
64102	ALPINE FIRE & SAFETY	SAFETY EQUIPMENT	CEM	22.84
		SAFETY EQUIPMENT	ST	38.12
		REPAIRS/MAINTENANCE BLDG.	LIB	28.19
		OPERATING SUPPLIES	SWR	153.14
		WARRANT TOTAL		242.29
64103	ARAMARK UNIFORM SERVICES	LAUNDRY	CS	39.31
		LAUNDRY	PK	55.38
		LAUNDRY	PK	64.71
		LAUNDRY	PK	20.00
		LAUNDRY	PK	64.71
		LAUNDRY	PK	20.00
		MISC-LAUNDRY	CEM	23.54
		MISC-LAUNDRY	CEM	23.54
		MISC-LAUNDRY	ST	26.84
		MISC-LAUNDRY	ST	22.90
		MISC-LAUNDRY	ST	26.84
		LAUNDRY	SWR	45.50
		LAUNDRY	SWR	25.79
		LAUNDRY	SWR	45.50
		LAUNDRY	SWR	25.79
		WARRANT TOTAL		530.35
64104	ASI	PROFESSIONAL SERVICES	SWR	135.00
		PROFESSIONAL SERVICES	SWR	70.00
		WARRANT TOTAL		205.00
64105	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	171.87
		AUTO FUEL	CS	147.32
		AUTO FUEL	PD	1,633.27
		AUTO FUEL	PD	1,684.68
		AUTO FUEL/DIESEL	FD	690.85
		AUTO FUEL/DIESEL	FD	592.54
		AUTO FUEL/DIESEL	PK	945.24
		VEHICLE FUEL - GOLF	PK	269.69
		VEHICLE FUEL - GOLF	PK	438.41
		REPAIR/MT-SMALL TOOLS EQUIP	PK	195.55
		AUTO FUEL/DIESEL	CEM	335.86

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		AUTO FUEL/DIESEL	ST	755.05
		AUTO FUEL/DIESEL	ST	598.05
		REPAIR/MAINTENANCE-EQUIP	ST	195.55
		MAINTENANCE OF VEHICLES	SWR	195.55
		MAINT OF GENERAL EQUIP	SWR	5.49
		AUTO FUEL/DIESEL	SWR	214.82
		AUTO FUEL/DIESEL	SWR	333.94
		REPAIRS/MAINT-EQUIP	SAN	880.03
		AUTO FUEL/DIESEL	SAN	109.41
		AUTO FUEL/DIESEL	SAN	2,374.00
		WARRANT TOTAL		12,767.17
64106	AT & T	TELEPHONE	JUD	1.61
		MEALS/TRAVEL	EXE	3.21
		TELEPHONE	FIN	28.93
		TELEPHONE	LGL	54.65
		TELEPHONE	PLN	3.21
		TELEPHONE	ENG	80.37
		TELEPHONE	PD	80.37
		PUBLIC UTILTIES	PD	9.31
		TELEPHONE	FD	28.93
		TELEPHONE	INSP	12.86
		TELEPHONE	ST	1.61
		TELEPHONE	LIB	16.07
		TELEPHONE	SWR	6.43
		TELEPHONE	SAN	3.21
		WARRANT TOTAL		330.77
64107	AT&T MOBILITY	TELEPHONE	PD	718.72
		WARRANT TOTAL		718.72
64108	BANK OF AMERICA	MISC-TUITION/REGISTRATION	FIN	450.00
		MISC-TUITION/REGISTRATION	FIN	100.00
		TRAVEL	PD	317.95
		WARRANT TOTAL		867.95
64109	BANK OF AMERICA	MEALS/TRAVEL	EXE	25.71
		OFFICE SUPPLIES	LGL	2.81-
		OFFICE SUPPLIES	LGL	92.48
		WARRANT TOTAL		115.38
64110	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP	PK	171.99
		REPAIR/MAINT-EQUIP & BLDG	CEM	112.59
		WARRANT TOTAL		284.58
64111	BANK OF AMERICA	TUITION/REGISTRATION	LIB	115.00
		EARLY LITERACY	LIB	678.14
		WARRANT TOTAL		793.14
64112	BANK OF AMERICA	OPERATING SUPPLIES	FD	8.62
		WARRANT TOTAL		8.62

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
64113	BANK OF AMERICA	SOFTWARE MAINT & SUPPORT	IT	948.00
		WARRANT TOTAL		948.00
64114	BAY CITY SUPPLY	OPERATING SUP - SENIOR CTR	PK	5.40
		OPERATING SUP - CITY HALL	PK	262.87
		OPERATING SUP - HAMMER SQ	PK	64.80
		WARRANT TOTAL		333.07
64115	ECOTONE SOLUTIONS LLC	PROFESSIONAL SERVICES	ENG	1,034.00
		PROFESSIONAL SERVICES	ENG	1,188.00
		PROFESSIONAL SERVICES	SWR	400.00
		PROFESSIONAL SERVICES	SWR	484.00
		WARRANT TOTAL		3,106.00
64116	BIRCH EQUIPMENT CO INC	EQUIPMENT RENTAL	PK	216.00
		WARRANT TOTAL		216.00
64117	BLUMENTHAL UNIFORM & EQUP	BALISTIC VESTS	PD	136.74
		WARRANT TOTAL		136.74
64118	BLUE MOUNTAIN POLICE & FIRE	UNIFORMS/ACCESSORIES	PD	62.10
		WARRANT TOTAL		62.10
64119	BOULDER PARK, INC	SOLIDS HANDLING	SWR	3,734.93
		WARRANT TOTAL		3,734.93
64120	BRONZECRAFT	REPAIR/MAINT-HEADSTONES	CEM	273.00
		WARRANT TOTAL		273.00
64121	CARLETTI ARCHITECTS P.S.	ARCHITECT & ENGINEERING	CH	11.62
		WARRANT TOTAL		11.62
64122	CEMEX	REPAIR/MAINT-STREETS	ST	219.43
		WARRANT TOTAL		219.43
64123	CHAMPLAIN PLAN PRESS INC	MISC-DUES/SUBSCRIP/MEMSHIP	PLN	163.00
		WARRANT TOTAL		163.00
64124	CHEMSEARCH	MAINT OF GENERAL EQUIP	SWR	220.54
		OPERATING SUPPLIES	SWR	189.55
		WARRANT TOTAL		410.09
64125	COLLINS OFFICE SUPPLY,INC	SUPPLIES	FIN	26.38
		SUPPLIES/BOOKS	PLN	10.80-
		SUPPLIES/BOOKS	PLN	49.24
		SUPPLIES/BOOKS	PLN	13.14
		SUPPLIES/BOOKS	PLN	10.38
		SUPPLIES/BOOKS	PLN	15.80
		SUPPLIES	ENG	10.79-
		SUPPLIES	ENG	49.24
		SUPPLIES	ENG	13.13
		SUPPLIES	ENG	10.38

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SUPPLIES	ENG	15.80
		OFF/OPER SUPPS & BOOKS	INSP	10.80-
		OFF/OPER SUPPS & BOOKS	INSP	49.23
		OFF/OPER SUPPS & BOOKS	INSP	13.14
		OFF/OPER SUPPS & BOOKS	INSP	10.37
		OFF/OPER SUPPS & BOOKS	INSP	15.81
		WARRANT TOTAL		259.65
64126	COLUMBIA PAINT	OPERATING SUPPLIES	SWR	317.78
		WARRANT TOTAL		317.78
64127	COLACURCIO BROTHERS, INC.	BINGHAM PARK BLDG	PK	26,056.70
		EVIDENCE/STORAGE BUILDING	CH	5,613.62
		WARRANT TOTAL		31,670.32
64128	CPI PLUMBING & HEATING	MAINTENANCE CONTRACTS	SWR	81.00
		WARRANT TOTAL		81.00
64129	COMMERCIAL FIRE PROTECTION INC.	REPAIR/MAINT-GARAGE	FD	55.00
		WARRANT TOTAL		55.00
64130	COMCAST	COMPUTER NETWORK	CS	71.97
		TELEPHONE	PD	13.99
		TELEPHONE	FD	13.99
		WARRANT TOTAL		99.95
64131	COMPLETE WIRELESS TECHNOLOGIES	REPAIRS/MAINT-EQUIP	FD	34.50
		WARRANT TOTAL		34.50
64132	CONCRETE NOR'WEST, INC.	EVIDENCE/STORAGE BUILDING	CH	661.35
		MAINTENANCE OF LINES	SWR	158.74
		WARRANT TOTAL		820.09
64133	CONSUMER RENTAL CENTER	REPAIR/MT-SMALL TOOLS EQUIP	PK	50.82
		WARRANT TOTAL		50.82
64134	COOK PAGING (WA)	TELEPHONE	FD	6.26
		WARRANT TOTAL		6.26
64135	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	128.25
		WARRANT TOTAL		128.25
64136	SKAGIT WEEKLY NEWS GROUP	PRINTING/PUBLICATIONS	PD	116.64
		OFF/OPER SUPPS & BOOKS	INSP	115.56
		WARRANT TOTAL		232.20
64137	CREELMAN & SHILLING (DRS	OPERATING SUPPLIES	SAN	146.00
		WARRANT TOTAL		146.00
64138	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	8.50
		SUPPLIES	FIN	8.50
		WARRANT TOTAL		17.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
64139	DEBT RECOVERY SPECIALISTS	UNAPPLIED CASH - SUSPENSE		538.19
		WARRANT TOTAL		538.19
64140	EASY PICKER GOLF PRODUCTS INC.	OPERATING SUP - DRIVING RANGE		432.36
		WARRANT TOTAL		432.36
64141	E & E LUMBER	SUPPLIES	ENG	15.11
		OPERATING SUP - CITY HALL	PK	12.93
		SMALL TOOLS & MINOR EQUIP	PK	30.12
		SMALL TOOLS & MINOR EQUIP	PK	3.54
		SMALL TOOLS & MINOR EQUIP	PK	140.30
		REPAIRS/MT-RIVERFRONT	PK	50.35
		REPAIRS/MT-RIVERFRONT	PK	25.56
		REPAIRS/MT-RV PARK	PK	20.26
		REPAIR/MT-HAMMER SQUARE	PK	123.62
		REPAIR/MT-HAMMER SQUARE	PK	86.39
		REPAIR/MT-HAMMER SQUARE	PK	86.39
		REPAIR/MT-SMALL TOOLS EQUIP	PK	7.77
		REPAIR/MAINT-EQUIP & BLDG	CEM	28.46
		REPAIR/MAINT-EQUIP & BLDG	CEM	23.74
		OPERATING SUPPLIES	ST	79.93
		OPERATING SUPPLIES	ST	19.16
		OPERATING SUPPLIES	ST	42.22
		OPERATING SUPPLIES	ST	26.64
		OPERATING SUPPLIES	ST	37.80
		SMALL TOOLS/MINOR EQUIP	ST	76.13
		SMALL TOOLS/MINOR EQUIP	ST	59.53
		MAINT OF GENERAL EQUIP	SWR	26.74
		OPERATING SUPPLIES	SAN	34.21
		WARRANT TOTAL		1,056.90
64142	EDASC	E.D.A.S.C.	DEV	2,000.00
		WARRANT TOTAL		2,000.00
64143	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	238.55
		WARRANT TOTAL		238.55
64144	EMERGENCY MEDICAL	OPERATING SUPPLIES	FD	161.10
		WARRANT TOTAL		161.10
64145	FASTENAL COMPANY	OPERATING SUPPLIES	ST	30.25
		WARRANT TOTAL		30.25
64146	FEDERAL CERTIFIED HEARING	RETIRED MEDICAL	PD	34.00
		WARRANT TOTAL		34.00
64147	FRONTIER BUILDING SUPPLY	SUPPLIES & BOOKS	FD	24.32
		REPAIRS/MT-PARKS SHOP	PK	224.16
		OPERATING SUPPLIES	ST	350.74
		WARRANT TOTAL		599.22
64148	GAMETIME	OTHER IMPROVEMENTS	PK	231.38

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		231.38
64149	GENTK LLC	CONSTRUCTION - MCGARIGLE	PWT	1,782.00
		WARRANT TOTAL		1,782.00
64150	GRAINGER PARTS	MAINT OF GENERAL EQUIP	SWR	264.87
		WARRANT TOTAL		264.87
64151	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	299.03
		EQUIPMENT LEASES	CS	342.36
		WARRANT TOTAL		641.39
64152	GUARDIAN SECURITY	OFFICE/OPERATING SUPPLIES	PD	615.60
		PROFESSIONAL SERVICES	PD	7.03
		WARRANT TOTAL		622.63
64153	GUYLINE CONSTRUCTION, INC	REPAIR/MAINTENANCE-LAND	CEM	150.12
		WARRANT TOTAL		150.12
64154	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	3,828.85
		WARRANT TOTAL		3,828.85
64155	HACH COMPANY	OPERATING SUPPLIES	SWR	196.69
		OPERATING SUPPLIES	SWR	76.03
		WARRANT TOTAL		272.72
64156	HEWLETT PACKARD CO.	NETWORK HARDWARE	IT	3,558.60
		WARRANT TOTAL		3,558.60
64157	HOLMBERG, KERIG	OFFICE/OPERATING SUPPLIES	PD	9.03
		WARRANT TOTAL		9.03
64158	HONEY BUCKET	OPERATING SUP - RIVERFRONT	PK	195.40
		OPERATING SUP - CITY HALL	PK	38.50
		OPERATING SUP - CITY HALL	PK	93.76
		OPERATING SUP - MEMORIAL PARK		72.70
		OPERATING SUP - BINGHAM PARK		4.85
		OPERATING SUP - GOLF	PK	103.34
		WARRANT TOTAL		508.55
64159	HORIZON BANK	CONSTRUCTION - SR20 LINE	PWT	5,399.22
		WARRANT TOTAL		5,399.22
64160	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	39.75
		BOOKS, PERIOD, RECORDS	LIB	13.33
		BOOKS, PERIOD, RECORDS	LIB	11.39
		BOOKS, PERIOD, RECORDS	LIB	70.66
		BOOKS, PERIOD, RECORDS	LIB	2,807.84
		BOOKS, PERIOD, RECORDS	LIB	17.46
		BOOKS, PERIOD, RECORDS	LIB	37.42
		BOOKS, PERIOD, RECORDS	LIB	224.27
		BOOKS, PERIOD, RECORDS	LIB	54.76

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		BOOKS, PERIOD, RECORDS	LIB	109.68
		WARRANT TOTAL		3,386.56
64161	KESTI, KEVIN	HEALTH CLUB	PK	105.00
		WARRANT TOTAL		105.00
64162	LJF DOCUMENT IMAGING SERVICES	PROFESSIONAL SERVICES	ENG	347.25
		WARRANT TOTAL		347.25
64163	L N CURTIS & SONS	SMALL TOOLS & MINOR EQUIP	FD	467.62
		WARRANT TOTAL		467.62
64164	LAB SAFETY SUPPLY	SMALL TOOLS & MINOR EQUIP	FD	113.40
		WARRANT TOTAL		113.40
64165	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	330.00
		WARRANT TOTAL		330.00
64166	L.E.I.R.A.	TUITION/REGISTRATION	PD	350.00
		WARRANT TOTAL		350.00
64167	LOGGERS AND CONTRACTORS	OTHER IMPROVEMENTS	PK	55.37
		OPERATING SUPPLIES	ST	13.74
		MAINTENANCE OF LINES	SWR	68.04
		WARRANT TOTAL		137.15
64168	MSB ENTERPRISES INC.	OPERATING SUP - GOLF	PK	956.08
		OPERATING SUP - GOLF	PK	952.58
		WARRANT TOTAL		1,908.66
64169	MAMMOTH STONEWORKS INC	CAP OUTLAY-GRANT FOR HHS	PKR	29.10
		WARRANT TOTAL		29.10
64170	MARK E. CHRIST, ARCHITECT	BINGHAM PARK BLDG	PK	480.00
		EVIDENCE/STORAGE BUILDING	CH	360.00
		WARRANT TOTAL		840.00
64171	LEXISNEXIS MATTHEW BENDER	CODE BOOK	LGS	40.83
		WARRANT TOTAL		40.83
64172	MCILRATH, DAN	TRAVEL	PD	47.39
		WARRANT TOTAL		47.39
64173	MELTON, NEWELL R.	FEES-CDL ENDORCEMENT	ST	40.00
		WARRANT TOTAL		40.00
64174	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	325.27
		TRAIL CONSTRUCTION		862.48
		CONSTRUCTION - MCGARIGLE	PWT	2,751.38
		WARRANT TOTAL		3,939.13
64175	MOSER, C. THOMAS	PROF SERVICES REIMBURSABLE	PLN	121.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		121.00
64176	MOTOR TRUCKS, INC.	OPERATING SUPPLIES	SAN	43.09
		WARRANT TOTAL		43.09
64177	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	88.02
		TELEPHONE	LGL	29.34
		TELEPHONE	IT	29.35
		PUBLIC UTILITIES	CS	29.35
		TELEPHONE	PLN	29.35
		NEXTEL CELL PHONES		58.68
		TELEPHONE	PD	498.78
		TELEPHONE	FD	205.45
		TELEPHONE	INSP	29.35
		TELEPHONE	PK	415.33
		TELEPHONE	CEM	58.70
		TELEPHONE	ST	176.10
		NEXTEL CELL PHONES		293.50
		NEXTEL CELL PHONES	SAN	208.49
		WARRANT TOTAL		2,149.79
64178	NORTH CASCADE EYE ASSOC	RETIRED MEDICAL	PD	25.00
		WARRANT TOTAL		25.00
64179	NORTH CASCADE FORD	REPAIR & MAINTENANCE	CS	1,069.18
		REPAIR & MAINT - AUTO	PD	119.86
		WARRANT TOTAL		1,189.04
64180	NORTH CASCADE VET HOSPITAL	PROFESSIONAL SERVICES	PD	238.25
		WARRANT TOTAL		238.25
64181	NORTH COAST ELECTRIC CO.	MAINTENANCE CONTRACTS	SWR	1,236.60
		MAINT OF PUMPING EQUIP	SWR	336.64
		WARRANT TOTAL		1,573.24
64182	NW PUBLISHING FROUP	BOOKS, PERIOD, RECORDS	LIB	12.00
		WARRANT TOTAL		12.00
64183	OASYS	REPAIR/MAINTENANCE	JUD	129.60
		SUPPLIES/BOOKS	PLN	318.54
		SUPPLIES	ENG	318.54
		OFF/OPER SUPPS & BOOKS	INSP	318.53
		WARRANT TOTAL		1,085.21
64184	OFFICE DEPOT	SUPPLIES	FIN	7.89
		SUPPLIES	FIN	198.97
		OPERATING SUPPLIES	CS	6.57
		SUPPLIES/BOOKS	PLN	3.23
		SUPPLIES	ENG	3.24
		OFFICE/OPERATING SUPPLIES	PD	129.94
		OFFICE SUPPLIES	FD	124.96
		OFF/OPER SUPPS & BOOKS	INSP	3.23

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUP - GOLF	PK	10.80
		ENGINEERING-SKAGIT LIGHT	AST	9.68
		WARRANT TOTAL		498.51
64185	OLIVER-HAMMER CLOTHES	CLOTHING	PK	103.64
		CLOTHING	ST	145.78
		SAFETY EQUIPMENT	ST	110.16
		CLOTHING	SAN	3.24
		CLOTHING	SAN	34.54
		WARRANT TOTAL		397.36
64186	OUTWEST UNLIMITED	REPAIR/MAINTENANCE-LAND	CEM	210.00
		WARRANT TOTAL		210.00
64187	PACIFIC COMMERCIAL LOCK & KEY	OPERATING SUPPLIES	CS	26.18
		OPERATING SUPPLIES	CS	23.76
		WARRANT TOTAL		49.94
64188	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	FD	208.38
		REPAIR/MT-SMALL TOOLS EQUIP	PK	72.53
		REPAIR/MT-SMALL TOOLS EQUIP	PK	45.53
		MAINT OF GENERAL EQUIP	SWR	19.12
		WARRANT TOTAL		345.56
64189	PETROCARD	AUTO FUEL/DIESEL	PK	183.83
		AUTO FUEL/DIESEL	ST	183.83
		AUTO FUEL/DIESEL	SWR	103.70
		WARRANT TOTAL		471.36
64190	PETERSON, DEBRA	TUITION/REGISTRATION	LIB	170.00
		WARRANT TOTAL		170.00
64191	PETTY CASH-DEBRA PETERSON	OPERATING SUPPLIES	LIB	34.81
		POSTAGE	LIB	36.09
		SUMMER READ PROGRAM	LIB	9.70
		BOOKS, PERIOD, RECORDS	LIB	7.55
		WARRANT TOTAL		88.15
64192	PITTMAN, HAROLD	RETIRED MEDICAL	PD	33.00
		RETIRED MEDICAL	PD	149.15
		WARRANT TOTAL		182.15
64193	PRINTWISE, INC.	REPAIRS/MAINT-EQUIP	SAN	155.52
		WARRANT TOTAL		155.52
64194	PUBLIC UTILITY DIS. NO.1	PUB UTILITIES-MALL	CS	38.48
		PUBLIC UTILITIES	SWR	32.80
		WARRANT TOTAL		71.28
64195	PUBLIC SAFETY TESTING	PROFESSIONAL SERVICES	CIV	285.00
		WARRANT TOTAL		285.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
64196	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS	2,214.57
		PUB UTILITIES-MALL	CS	7.23
		PUB UTILITIES-MALL	CS	22.59
		PUBLIC UTILTIES	PD	7.23
		REPAIRS & MAINTENANCE	PD	7.23
		UTILITIES-RIVERFRONT	PK	582.39
		UTILITIES-COMMUNITY CTR	PK	90.02
		UTILITIES-SENIOR CENTER	PK	293.81
		UTILITIES - GOLF	PK	97.34
		UTILTIES-TRAIN	PK	50.68
		UTILITIES-HAMMER SQUARE	PK	227.13
		UTILITIES-BINGHAM & MEMORIAL P		159.34
		UTILITIES - SHOP	PK	84.72
		UTILITIES - OTHER	PK	7.23
		PUBLIC UTILITIES	CEM	38.62
		PUBLIC UTILITIES	ST	62.96
		PUBLIC UTILITIES	ST	50.61
		PUBLIC UTILITIES	ST	57.16
		PUBLIC UTILITIES	ST	7,063.07
		PUBLIC UTILITIES	LIB	282.34
		ADVERTISING	HOT	31.97
		PUBLIC UTILITIES	SWR	7,677.67
		PUBLIC UTILITIES	SWR	105.45
		PUBLIC UTILITIES	SAN	92.86
		WARRANT TOTAL		19,314.22
64197	PUGET SOUND LEASING CO. INC	PUBLIC UTILITIES	RV	8.70
		UTILITIES-RIVERFRONT	PK	16.63
		UTILITIES-COMMUNITY CTR	PK	32.75
		UTILITIES-SENIOR CENTER	PK	136.24
		PUBLIC UTILITIES	SWR	150.76
		WARRANT TOTAL		345.08
64198	PURCHASE POWER	POSTAGE	JUD	219.39
		POSTAGE	FIN	211.41
		POSTAGE	LGL	1.16
		POSTAGE	PLN	154.68
		POSTAGE	ENG	13.58
		POSTAGE	PD	.28
		POSTAGE	INSP	9.70
		POSTAGE	CEM	5.94
		POSTAGE	SWR	93.59
		POSTAGE	SAN	93.59
		WARRANT TOTAL		803.32
64199	R & D SUPPLY, INC.	MAINTENANCE OF LINES	SWR	474.15
		WARRANT TOTAL		474.15
64200	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	134.96
		WARRANT TOTAL		134.96
64201	SALSEINA, NATHAN	HEALTH CLUB	PK	105.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		105.00
64202	SCOTT ELECTRIC, INC.	CONSTRUCTION	CH	258.12
		WARRANT TOTAL		258.12
64203	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	310.97
		OPERATING SUPPLIES	SWR	11.77
		OPERATING SUPPLIES	SWR	169.53
		OPERATING SUPPLIES	SWR	220.03
		WARRANT TOTAL		712.30
64204	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	99.36
		WARRANT TOTAL		99.36
64205	SEDGWICK CMS	INDUSTRIAL INSURANCE	LGS	1.50
		INDUSTRIAL INSURANCE	JUD	2.60
		INDUSTRIAL INSURANCE	EXE	4.84
		INDUSTRIAL INSURANCE	FIN	4.19
		INDUSTRIAL INSURANCE	LGL	1.00
		INDUSTRIAL INSURANCE	PLN	47.19
		INDUSTRIAL INSURANCE	ENG	40.20
		INDUSTRIAL INSURANCE	PD	306.60
		INDUSTRIAL INSURANCE	PD	12.58
		INDUSTRIAL INSURANCE	PD	8.49
		INDUSTRIAL INSURANCE	FD	70.41
		INDUSTRIAL INSURANCE	INSP	12.48
		INDUSTRIAL INSURANCE	PK	116.45
		INDUSTRIAL INSURANCE	CEM	34.95
		INDUSTRIAL INSURANCE	ST	84.89
		INDUSTRIAL INSURANCE	ST	.80
		INDUSTRIAL INSURANCE	LIB	16.98
		INDUSTRIAL INSURANCE	SWR	177.78
		INDUSTRIAL INSURANCE	SAN	92.98
		INDUSTRIAL INSURANCE	SWTR	44.19
		INDUSTRIAL INSURANCE	ERR	13.98
		WARRANT TOTAL		1,095.08
64206	SEDRO-WOOLLEY AUTO PARTS	REPAIR/MT-SMALL TOOLS EQUIP	PK	20.36
		OPERATING SUPPLIES	CEM	68.29
		OPERATING SUPPLIES	ST	14.44
		OPERATING SUPPLIES	ST	42.47
		OPERATING SUPPLIES	ST	4.49
		OPERATING SUPPLIES	ST	6.94
		REPAIR/MAINTENANCE-EQUIP	ST	20.56
		REPAIR/MAINTENANCE-EQUIP	ST	10.48
		OPERATING SUPPLIES	ST	121.49
		OPERATING SUPPLIES	SWR	52.92
		OPERATING SUPPLIES	SAN	45.89
		WARRANT TOTAL		408.33
64207	SEDRO-WOOLLEY BENEVOLENT FUND	OFFICE/OPERATING SUPPLIES	PD	73.78
		WARRANT TOTAL		73.78

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
64208	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	11,953.50
		WARRANT TOTAL		11,953.50
64209	SIGNATURE FORMS INC.	OPERATING SUPPLIES	SWR	660.73
		OFFICE SUPPLIES	SAN	315.12
		OPERATING SUPPLIES	SWTR	40.66
		WARRANT TOTAL		1,016.51
64210	SIGNMAKERS	OPERATING SUPPLIES	FD	225.72
		WARRANT TOTAL		225.72
64211	SKAGIT CO. PUBLIC WORKS	REPAIR/MAINT-STREETS	ST	6,876.98
		WARRANT TOTAL		6,876.98
64212	SKAGIT COUNTY SHERIFF	PRISONERS	PD	980.70
		WARRANT TOTAL		980.70
64213	SKAGIT COUNTY SHERIFF OFF	PRISONERS	PD	532.75
		WARRANT TOTAL		532.75
64214	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	137.87
		WARRANT TOTAL		137.87
64215	SKAGIT CO. TRAINING	MISC-TUITION/REGISTRATION	ST	250.00
		MISC-TUITION/REGISTRATION	SWR	625.00
		WARRANT TOTAL		875.00
64216	SKAGIT FARMERS SUPPLY	OPERATING SUP - GOLF	PK	292.45
		OPERATING SUPPLIES-PROPANE	ST	21.50
		REPAIR-SAFETY EQUIPMENT	ST	25.37
		WARRANT TOTAL		339.32
64217	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP	SAN	575.95
		REPAIRS/MAINTENANCE		30.41
		WARRANT TOTAL		606.36
64218	SKAGIT DOMESTIC VIOLENCE	PROFESSIONAL SERVICES	JUD	600.00
		WARRANT TOTAL		600.00
64219	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	34.84
		LEGAL PUBLICATIONS	LGS	41.18
		ADVERTISING/LEGAL PUBLIC	PLN	104.53
		ADVERTISING/LEGAL PUBLIC	PLN	95.03
		ADVERTISING/LEGAL PUBLIC	PLN	88.69
		ADVERTISING	ENG	79.19
		ADVERTISING	ENG	79.19
		BUILDINGS & STRUCTURES	FD	79.19
		BUILDINGS & STRUCTURES	FD	79.19
		WARRANT TOTAL		681.03
64220	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	34.93
		MISC-LAUNDRY	FD	59.79

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		94.72
64221	SPRINT	TELEPHONE	FD	60.69
		WARRANT TOTAL		60.69
64222	STELLAR INDUSTRIAL SUPPLY	OPERATING SUPPLIES	FD	47.69
		WARRANT TOTAL		47.69
64223	STRIDER CONST. CO INC.	CONSTRUCTION - SR20 LINE	PWT	111,223.86
		WARRANT TOTAL		111,223.86
64224	TRI-BORO SERVICES	MAINT OF GENERAL EQUIP	SWR	368.80
		WARRANT TOTAL		368.80
64225	TRUE VALUE	OPERATING SUPPLIES	CS	28.58
		OFFICE/OPERATING SUPPLIES	PD	8.63
		OPERATING SUPPLIES	FD	9.19
		OPERATING SUPPLIES	FD	9.17
		OPERATING SUPPLIES	FD	1.86
		REPAIRS/MAINT-EQUIP	FD	60.08
		SUPPLIES & BOOKS	FD	26.15
		SUPPLIES & BOOKS	FD	5.25
		SUPPLIES & BOOKS	FD	5.35
		REPAIR/MAINT-GARAGE	FD	36.71
		OPERATING SUP - RIVERFRONT	PK	4.01
		OPERATING SUP - CITY HALL	PK	25.90-
		OPERATING SUP - CITY HALL	PK	18.53
		OPERATING SUP - GOLF	PK	5.80
		OPERATING SUP - GOLF	PK	26.95
		OPERATING SUP - GOLF	PK	38.87
		OPERATING SUP - GOLF	PK	19.43
		OPERATING SUP - HAMMER SQ	PK	21.57
		SMALL TOOLS & MINOR EQUIP	PK	56.14
		REPAIRS/MT-RIVERFRONT	PK	182.53
		REPAIRS/MT-RIVERFRONT	PK	24.21
		REPAIRS/MT-COMMUNITY CTR	PK	11.86
		REPAIR/MT-HAMMER SQUARE	PK	18.12
		REPAIR/MT-SMALL TOOLS EQUIP	PK	38.86
		BINGHAM PLAY EQUIP	PK	65.49
		OPERATING SUPPLIES	ST	36.70
		MAINTENANCE OF LINES	SWR	27.06
		OPERATING SUPPLIES	SWR	16.19
		OPERATING SUPPLIES	SWR	25.90
		OPERATING SUPPLIES	SWR	17.00
		OPERATING SUPPLIES	SWR	2.47
		OPERATING SUPPLIES	SWR	13.26
		OPERATING SUPPLIES	SAN	29.65
		OPERATING SUPPLIES	SAN	18.35
		WARRANT TOTAL		884.02
64226	TRUE VALUE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
64227	TUCKER, WILLIAM L.	OFFICE/OPERATING SUPPLIES	PD	69.61
		AMMUNITION	PD	24.30
		WARRANT TOTAL		93.91
64228	UNITED GENERAL HOSPITAL	PRISONERS	PD	311.00
		PRISONERS	PD	193.00
		PRISONERS	PD	144.00
		PRISONERS	PD	89.00
		WARRANT TOTAL		737.00
64229	UNITED LABORATORIES	OPERATING SUPPLIES	SWR	638.00
		WARRANT TOTAL		638.00
64230	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	685.26
		OP SUPPLIES-CHEMICALS	SWR	116.80-
		WARRANT TOTAL		568.46
64231	USA BLUE BOOK	OPERATING SUPPLIES	SWR	190.18
		OPERATING SUPPLIES	SWR	112.59
		OPERATING SUPPLIES	SWR	45.13
		WARRANT TOTAL		347.90
64232	VALLEY AUTO SUPPLY	MACHINERY & EQUIPMENT	PD	424.43
		SMALL TOOLS & MINOR EQUIP	PK	37.11
		REPAIR/MT-SMALL TOOLS EQUIP	PK	8.72
		REPAIR/MT-SMALL TOOLS EQUIP	PK	55.66
		REPAIR/MAINTENANCE-EQUIP	ST	6.83
		REPAIR/MAINTENANCE-EQUIP	ST	8.72
		MAINTENANCE OF VEHICLES	SWR	1.29
		REPAIRS/MAINT-EQUIP	SAN	265.66
		SMALL TOOLS & MINOR EQUIP	SAN	165.28
		SMALL TOOLS & MINOR EQUIP	SAN	43.71
		WARRANT TOTAL		1,017.41
64233	VERIZON NORTHWEST	TELEPHONE	PD	134.24
		TELEPHONE - RIVERFRONT		114.32
		TELEPHONE	PK	93.10
		TELEPHONE	CEM	64.08
		TELEPHONE	LIB	112.01
		TELEPHONE	SWR	347.32
		WARRANT TOTAL		865.07
64234	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		7,410.70
		WARRANT TOTAL		7,410.70
64235	WASHINGTON STATE LIBRARY	INTERNET	LIB	336.91
		WARRANT TOTAL		336.91
64236	WA STATE UNIVERSITY	MISC-TUITION/REGISTRATION	SWR	395.00
		WARRANT TOTAL		395.00
64237	WOOD'S LOGGING SUPPLY INC	POSTAGE	FD	13.66

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SAFETY EQUIPMENT	PK	12.91
		OTHER IMPROVEMENTS	PK	264.60
		OPERATING SUPPLIES	ST	31.30
		TRAIL CONSTRUCTION		480.58
		EVIDENCE/STORAGE BUILDING	CH	280.79
		OPERATING SUPPLIES	SWR	73.72
		REPAIR/MAINTENANCE-EQUIP	SWR	47.23
		OPERATING SUPPLIES	SAN	35.64
		WARRANT TOTAL		1,240.43
64238	ZENDER-THURSTON PS	PROFESSIONAL SERVICES	PLN	8,797.00
		WARRANT TOTAL		8,797.00
		RUN TOTAL		291,317.76

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	62,043.79
101	PARK FUND	40,139.93
102	CEMETERY FUND	1,474.27
103	STREET FUND	18,399.43
104	ARTERIAL STREET FUND	9.68
105	LIBRARY FUND	5,242.35
107	CUM RESERVE FOR CITY PARK FUND	29.10
108	STADIUM FUND	31.97
113	PATHS AND TRAILS FUND	1,343.06
331	CITY HALL CONST FUND	7,185.50
332	PWTF SEWER CONSTRUCTION FUND	121,156.46
401	SEWER FUND	27,359.65
412	SOLID WASTE FUND	6,000.78
425	STORMWATER	349.62
501	EQUIPMENT REPLACEMENT FUND	13.98
621	SUSPENSE FUND	538.19
TOTAL		291,317.76

DEPARTMENT	AMOUNT
001 000 000	7,410.70
001 000 011	118.35
001 000 012	1,530.25
001 000 013	33.76
001 000 014	1,124.29
001 000 015	313.69
001 000 016	285.00
001 000 017	4,535.95
001 000 018	4,538.35
001 000 019	10,003.21
001 000 020	3,335.11
001 000 021	10,656.79
001 000 022	15,578.88
001 000 024	579.46
001 000 051	2,000.00
FUND CURRENT EXPENSE FUND	62,043.79
101 000 076	40,139.93
FUND PARK FUND	40,139.93
102 000 036	1,474.27
FUND CEMETERY FUND	1,474.27
103 000 042	18,399.43
FUND STREET FUND	18,399.43
104 000 042	9.68
FUND ARTERIAL STREET FUND	9.68
105 000 072	5,242.35
FUND LIBRARY FUND	5,242.35
107 000 076	29.10
FUND CUM RESERVE FOR CITY PARK FUND	29.10
108 000 019	31.97
FUND STADIUM FUND	31.97
113 000 095	1,343.06
FUND PATHS AND TRAILS FUND	1,343.06
331 000 012	7,185.50
FUND CITY HALL CONST FUND	7,185.50
332 000 082	121,156.46
FUND PWTF SEWER CONSTRUCTION FUND	121,156.46
401 000 035	27,359.65
FUND SEWER FUND	27,359.65
412 000 037	6,000.78
FUND SOLID WASTE FUND	6,000.78

VENDOR	VENDOR NAME	INVOICE NUMBER	REFERENCE	INVOICE DATE	DUE DATE	COMMENTS
	425 000 039		349.62			
	FUND STORMWATER		349.62			
	501 000 047		13.98			
	FUND EQUIPMENT REPLACEMENT FUND		13.98			
	621 000 000		538.19			
	FUND SUSPENSE FUND		538.19			
	TOTAL		291,317.76			

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 13 2008

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. _____

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Consultant's Agreement with H.W. Lochner, Inc.
DATE: August 13, 2008

ISSUE: Should the Council authorize the Mayor to sign a WSDOT form consultant's agreement with H.W. Lochner, Inc. for design work related to the SR9 and Jameson intersection project in an amount not to exceed $150,000.00?

BACKGROUND: Consistent with the City's Six Year Transportation Improvement Plan and the recently awarded grant from Skagit County in the amount of $150,000.00, the public works director in consultation with the mayor and me, recommends selecting H.W. Lochner, Inc., as the consultant to perform design work for the SR 9 and Jameson intersection project.

Lochner's tasks will include preliminary intersection analysis to determine the type of intersection best suited for that location (signal or roundabout), topographic survey work, preliminary design work, and other professional services for this project. This contract will include design work for the reconstruction of Jameson from Batey to SR 9, which is something the property owner has indicated he is interested in completing as soon as possible. His work cannot be performed without the City's design work on the intersection location and for that reason, the preliminary design of this project is time-sensitive.

The public works director chaired a committee including the mayor and me to review qualifications from interested consulting firms. Seven firms submitted statements of qualifications; two firms were interviewed and the firm the committee recommends the City Council select is H.W. Lochner, Inc.

RECOMMENDATION: Motion to authorize the Mayor to sign a WSDOT form consultant's agreement with H.W. Lochner, Inc. for design work related to the SR9 and Jameson intersection project in an amount not to exceed $150,000.00.

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 1 3 2008

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. _____

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Police Truck
DATE: August 13, 2008

ISSUE: Should the Council award the bid for one 2008 F-150 to North Cascade Ford?

BACKGROUND: The City requested bids for one police truck (an F-150). Bids were received from North Cascade Ford for the F-150 in the amount of $14,828.00+ tax. No other bids were received.

RECOMMENDATION: Motion to award the contract to North Cascade Ford for one F-150 and to authorize the City Supervisor to issue a purchase order for this vehicle.

City of Sedro-Woolley
2008 FORD F-150
BID SUBMITTAL SHEET

Description	Price Per Unit	Qty	Extended Price
2008 Ford F-150 (2wd) with all Standard and Described Custom Equipment, including delivery Make/model bid: 2008 F150	$ 14,828	X 1	$ 14,828
		SUBTOTAL	$
8.3 **% Washington State Sales Tax**			$ 1214.16
		TOTAL	$ 16,042.16

State the number of calendar days to have a guaranteed delivered to Sedro-Woolley after receipt of Purchase Order: ~~120~~ 7 calendar days

Will you sell additional units to Sedro-Woolley or other government agencies within the State of Washington at the bid price, terms and conditions until further notice? The City of Sedro-Woolley accepts no responsibility for the payment of the purchase price by other government agencies.

Yes☑ No☐

Has company been in bankruptcy, reorganization or receivership in the last 5 years? Yes☐ No☑

Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts? Yes☐ No☑

Has the company operated at least 1 year without interruption? Yes☑ No☐

Has an owner of the company been convicted of a crime within the past 10 years? Yes☐ No☑

Does any employee or official of the City have any financial or other interest in your firm? Yes☐ No☑

The undersigned hereby accepts the terms and conditions as set forth herein. **This must be signed and dated by the bidder or a representative legally authorized to bind the bidder.**

FULL LEGAL NAME OF COMPANY: North Cascade Ford Mercury

ADDRESS: 116 W Ferry St

CITY/STATE/ZIP: Sedro-Woolley WA 98284

EMAIL ADDRESS: ed@northcascadeford.com

PHONE: 360-855-1551 FAX: 360-855-0718

NAME (PLEASE PRINT): Ed McMahon TITLE: General Mgr

SIGNED: [signature] DATE: 8-7-08

SEDRO-WOOLLEY BUSINESS LICENSE: 221341

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 13 2008

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. _____

CITY OF SEDRO-WOOLLEY - CITY OF MOUNT VERNON INTERLOCAL AGREEMENT FOR USE OF GARBAGE TRUCKS

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the day of _____, 2008, by and between the CITY OF SEDRO-WOOLLEY, a municipal corporation of the State of Washington (hereinafter referred to as "SEDRO-WOOLLEY"), and the CITY OF MOUNT VERNON, a municipal corporation of the State of Washington (hereinafter referred to as "Mount Vernon"),

WITNESSETH:

WHEREAS, Mount Vernon maintains in its vehicle fleet a spare commercial roll-off truck that is used by Mount Vernon at such times as its other collection vehicles are being serviced, repaired, or during similar emergencies, and

WHEREAS, the Sedro-Woolley has the need for a back-up garbage collection vehicle, as circumstances dictate, and

WHEREAS, Mount Vernon agrees to the use of such spare collection vehicle by Sedro-Woolley, during such time as the vehicle is not otherwise needed by Mount Vernon, and

WHEREAS, Sedro-Woolley agrees to pay by the hour for the use of such spare collection vehicle when needed;

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, **THE PARTIES DO HEREBY AGREE** as follows:

1. SERVICES

A. Mount Vernon will provide Sedro-Woolley a spare commercial roll off truck of its choosing to be used on an hourly basis. The commercial roll off truck will only be available if Mount Vernon does not have an emergency use for such truck.

B. Sedro-Woolley shall pay Mount Vernon ONE HUNDRED,

TWENTY DOLLARS and 00/100 [$120.00] per hour for truck only.

2. PERFORMANCE

Neither party shall be responsible to the other party for the performance, non-performance, or flawed performance of contracts by vendors.

3. TERM OF AGREEMENT FOR SERVICES

The term of this agreement shall be from the date hereof, and shall extend until terminated. This agreement may be terminated by either party by giving thirty (30) days written notice to the other party, provided that termination shall not affect or impair any joint purchases of the parties that are agreed to on or before the termination.

4. INDEMNIFICATION

Sedro-Woolley shall indemnify and hold Mount Vernon and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Mount Vernon arising out of, in connection with, or incident to the execution of this Agreement and/or Sedro-Woolley performance or failure to perform any aspect of this Agreement.

In addition, Mount Vernon shall indemnify and hold Sedro-Woolley and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Sedro-Woolley arising out of, in connection with, or incident to the execution of this Agreement and/or Mount Vernon's performance or failure to perform any aspect of this Agreement.

If such claims are caused by or result from the concurrent negligence of Mount Vernon, or its agents, employees, and/or officers, and Sedro-Woolley, or its agents, employees, and/or officers, then these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the indemnifying party; provided that nothing herein shall require either party to hold harmless or defend the other party or the other party's agents, employees and/or officers from any claims arising from the sole negligence of the other party, or its agents, employees, and/or officers.

By virtue of this provision, the parties shall not be deemed to have waived their immunity pursuant to Title 51 RCW, and nothing contained in this agreement shall be construed so as to operate as a waiver.

5. Insurance

Sedro-Woolley shall maintain automobile liability insurance or insurance pool coverage with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

5. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. It shall be the obligation placing an order for goods or services to be certain that all legal requirements applicable to that party have been met.

6. OTHER SOURCES

Each party shall have the right to contract independently for the purchase of any goods or services, and to publish bid specifications that exclude the other party from purchasing goods under any contract awarded pursuant to such bid specifications, provided that this provision shall not be construed so as to impair existing or pending joint purchases by the parties.

7. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

8. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

9. NOTICES

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To Mount Vernon	To Sedro-Woolley
Attn: City Attorney P.O. Box 809 Mount Vernon, WA 98273	Attn: City Attorney 325 Metcalf Sedro-Woolley, WA 98284

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

10. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental, or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

11. MISCELLANEOUS

A. All of the covenants, conditions, and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

B. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Skagit County, Washington.

C. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

D. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identities of the parties hereto are as set forth herein above.

E. The purpose of this Agreement is to accomplish the objectives of this Agreement.

F. The funding of the respective obligations of the parties shall be out of the respective general funds/current expenses of the parties, except as otherwise specifically provided.

G. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.

H. No joint oversight and administration board is created hereby.

I. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

L. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

M. Copies of this Agreement shall be filed with the Skagit County Auditor's Office within ten (10) days of signing by the City of

Sedro-Woolley, and with the respective City Clerks or Finance Directors of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MOUNT VERNON

By: _____

Bud Norris, Mayor

By: _____

_____, Finance Director

Approved as to form:

By: _____

_____, City Attorney

CITY OF SEDRO-WOOLLEY

By: _____

Mike Anderson, Mayor

By: _____

Patsy Nelson, Finance Director

Approved as to form:

By: _____

Eron Berg, City Supervisor and Attorney

SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

Name:
Address
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

NEW BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 13 2008

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 5

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Secret Harbor
DATE: August 13, 2008

ISSUE: Should the Council authorize the Mayor to sign the attached settlement agreement with Secret Harbor?

BACKGROUND: Secret Harbor proposed to occupy the home located at 939 State Street for the purpose of operating a six bed staffed residential home. The City processed this request as a conditional use permit as required by the SWMC. The hearing examiner held a hearing and ruled against Secret Harbor; Secret Harbor then appealed to the City Council. The appeal was put on hold and Secret Harbor requested that the City authorize its use in a letter dated July 22, 2008. The theory presented in that letter is that the City lacks authority to regulate Secret Harbor's use as a result of the Washington Housing Policy Act as interpreted by a case, Sunderland v. Pasco, which requires the City to treat residential homes for people with handicaps identically as it would treat a single family residence.

Sunderland v. Pasco is a case in Washington's Division III of the Court of Appeals and may not be binding authority on our courts which are in Division I. While the City could defend its authority, the potential for a judicial loss exists and could result in substantial damages against the City. For that reason, it is my recommendation that the Council authorize the attached settlement agreement which fully resolves the potential claims from Secret Harbor by allowing them to proceed with their project while at the same time obtaining their agreement to the City's proposed conditions.

RECOMMENDATION: Motion to authorize the Mayor to sign the attached settlement agreement with Secret Harbor.

SETTLEMENT AGREEMENT AND AGREEMENT RE: CONDITIONS ON USE OF PREMISES AT 939 – STATE STREET, SEDRO-WOOLLEY, WA. (SECRET HARBOR STAFFED RESIDENTIAL HOME)

This Settlement Agreement and Agreement Re: Conditions on Use of Premises at 939 – State St., Sedro-Woolley, WA. (Secret Harbor Staffed Residential Home) ("AGREEMENT") is made and entered into this ____ day of August, 2008 by and between the Settling Parties as defined in *Section I* below, and is based on the recitals in *Section II* and the promises and duties set forth in *Section III* below.

I. SETTLING PARTIES

The parties to this Agreement (collectively "SETTLING PARTIES") are: (A) Secret Harbor, a Washington non-profit corporation ("SECRET HARBOR"); and (B) the City of Sedro-Woolley, a Washington municipal corporation, including but not limited to its elected and appointed officials, administrative personnel, employees, contractors and agents, in both their official and individual capacities (collectively "CITY" or "SEDRO-WOOLLEY").

II. RECITALS

WHEREAS, on or about May 6, 2008, Secret Harbor, through its representative (Carletti Architects, P.S., its agent) submitted to the City of Sedro-Woolley an application for a Conditional Use Permit ("CUP"). The application sought a CUP for a proposed "Staffed Residential Home" for property located at 939 State Street, Sedro-Woolley, Washington, 98284. The information contained in this document is incorporated herein as if fully set forth by this reference, a true and correct copy of which is attached hereto as **Exh. "A."** The CUP application was submitted pursuant to Sedro-Woolley Municipal Code (SWMC) 17.12.010. City staff began processing this CUP application pursuant to the City Code; and

WHEREAS, on June 17, 2008, the City's Hearing Examiner, C. Thomas Moser, conducted an open-record hearing on the proposed Staffed Residential Home. On or about June 6, 2008, Planning Department staff prepared a "staff report" regarding the proposed Staffed Residential Home, and submitted that to the City's Hearing Examiner as part of the City's process for reviewing the CUP application for the project. The information contained in this document is incorporated herein as if fully set forth by this reference, a true and correct copy of which is attached hereto as **Exh. "B";** and

WHEREAS, on or about July 3, 2008, the City's Hearing Examiner, C. Thomas Moser, issued findings of fact, conclusions and a decision regarding Secret Harbor's Staffed Residential Home CUP application. The Hearing Examiner denied the CUP application. The information contained in this document is incorporated herein as if fully set forth by this reference, a true and correct copy of which is attached hereto as **Exh. "C";** and

WHEREAS, on or about July 17, 2008, Secret Harbor, through its attorney of record, Stephen H. Roos, timely appealed the Hearing Examiner's decision, and paid all applicable fees. The information contained in this document is incorporated herein as if fully set forth by this reference, a true and correct copy of which is attached hereto as **Exh. "D";** and

WHEREAS, on or about July 22, 2008, Secret Harbor's attorney directed a letter with attachments to the City's Planning Director, claiming, in part, that ". . . based on the additional information and analysis provided below, it is now clear that a conditional use permit is, in fact, not required for Secret Harbor's proposed use," and concluding with a request that the City confirm that ". . . Secret Harbor is not required to obtain a conditional use permit prior in order to use 939 State Street for the purpose of a licensed Staffed Residential Home for children and youth with handicaps as defined in applicable law" (hereinafter "Letter"). The information contained in this document is incorporated herein as if fully set forth by this reference, a true and correct copy of which is attached hereto as **Exh. "E";** and

WHEREAS, while the City may not necessarily agree with Secret Harbor's interpretation and application of the law with respect to the City's ability under its Code and under these unique circumstances to require a CUP for the Secret Harbor Staffed Residential Home, as well as other statements and conclusions contained in the Letter, the Settling Parties desire to avoid the expense, time, inconvenience and uncertainty associated with debating and likely litigating such claims and issues, and the Settling Parties desire to resolve all present issues regarding the need for or denial of a CUP for the Secret Harbor Staffed Residential Home, including any claims, causes of action, liabilities, and related claims or causes of action which could have been asserted by Secret Harbor arising out of the events, decisions or City's actions or inactions as set forth in the above-referenced documents or proceedings;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Settling Parties hereby stipulate, acknowledge and agree as follows:

III. AGREEMENT

A. Withdraw of Requirement for CUP for Facility.

Upon mutual execution of this Agreement and upon proof by Secret Harbor that all City requirements for occupancy of the premises have been fully satisfied and the other terms and conditions set forth in Sec. III.C of this Agreement have been completed or satisfied, the City agrees to withdraw the requirement for a CUP for the Secret Harbor project. This Agreement and, specifically this §III.A, shall constitute written confirmation by the City that Secret Harbor is not required to obtain a CUP in order to use the property at 939 State Street for the purpose of a licensed Staffed Residential Home for children and youth with handicaps as proposed in Exh. A.

B. Withdraw and Dismissal of July 17, 2008 Appeal.

Upon mutual execution of this Agreement, Secret Harbor agrees to withdraw its pending appeal of the Hearing Examiner's denial of the CUP and, concomitantly, this Agreement shall constitute the City's written confirmation that Secret Harbor is not required to obtain a CUP in order to use the property at 939 State Street for the purposes identified in its CUP application

(Exh. A). The Parties thereafter agree to advise the City's Hearing Examiner of such decision and to request the Examiner to withdraw his prior decision and close his file on this matter.

C. Required Conditions for Issuance of Certificate of Occupancy.

For the consideration set out herein, including withdrawal of the CUP requirement and the confirmation of no CUP being required for the Secret Harbor Staffed Residential Home as set forth in Sec. III.A above, Secret Harbor agrees to the following conditions, compliance with which shall be required for to allow for and maintain occupancy of the premises:

1. The front parking area shall be paved and include a van-accessible handicapped parking stall, loading area and path of travel;

2. Four (4) additional parking stalls shall be made available in the rear of the building;

3. Compliance with applicable provisions of the 2006 International Fire Code regarding fire suppression systems;

4. Secret Harbor shall install a six-foot tall screening fence on the side property lines. This fence must meet all set back, site triangle, and other fencing regulations; and

D. Release of all Claims and Hold Harmless Agreement by Secret Harbor.

For the consideration set out herein, Secret Harbor hereby releases and forever discharges the City from any and all claims, demands, obligations, liabilities, actions, causes of actions, damages, costs, attorneys' fees, injuries, losses of services, loss of business expenses, and/or compensation of any nature whatsoever, either known or unknown, whether based on tort, contract, statute, civil rights law, constitutions, takings, or any other theory of recovery, and whether arising under federal or state law or under City Code which Secret Harbor has or may have, or which may hereafter accrue or be acquired, that are based upon, arise out of, are connected with, or result from the facts, claims, issues, allegations or disputes set forth in Exh.'s A-E and in the Recitals herein. This Release is a full and final settlement and discharge of any and all claims by Secret Harbor which are asserted, or which may or could be asserted against the City in regard to the facts, claims, allegations and disputes set forth in Exh.'s A-E and the Recitals set forth in this Agreement. This Release is binding and constitutes a complete settlement by Secret Harbor and the City regarding the issues and matters set forth herein.

E. Denial of Liability.

It is understood and agreed to by the Settling Parties that this Agreement is a settlement of disputed claims, disputed legal theories and disputed obligations and interpretations of the law; therefore, this Agreement shall not be construed as an admission of liability or fault of any kind on the part of the City, by whom liability and/or fault and/or mis-interpretation or mis-application of the law is expressly and unequivocally denied. It is further agreed that any concession and/or release made in this Agreement shall not be construed or asserted by the Settling Parties as an admission of liability, wrongdoing, or fault by the City.

F. Attorneys' Fees.

The Settling Parties shall bear all their own attorneys' fees, costs and expenses incurred in connection with this matter or in the preparation of this Agreement.

G. Severability and Savings Clause.

Should any part of this Agreement or any provision contained in it be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction in a final judgment not appealed, the invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. The remaining parts and provisions of this Agreement shall remain in full force and effect.

H. Amendment.

This Agreement may only be amended or modified by mutual agreement of the Settling Parties, expressed in writing and signed by each of the Settling Parties.

I. Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Any action to enforce this Agreement shall be brought in Skagit County Superior Court of the State of Washington.

J. Additional Documents.

The Settling Parties agree to cooperate fully and to timely execute any and all supplementary documents and to timely take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

K. No Third-Party Beneficiaries.

Except as expressly provided herein, this Agreement is for the benefit of the Settling Parties only and is not intended to benefit any other person or entity. No person or entity not a party to this Agreement shall have any third-party beneficiary or other rights whatsoever hereunder.

L. Construction of Agreement.

The Settling Parties have each had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any of the Settling Parties based upon a claim that such party drafted the ambiguous language.

M. Effectiveness.

This Agreement shall become effective as of the date on page 1 of this Agreement.

N. Enforcement of Agreement.

If it is necessary for any Settling Party or its authorized representative, successor, or assign, to institute suit in connection with this Agreement or the breach thereof, the prevailing party in such suit or proceeding shall be entitled to recover its reasonable costs, expenses, and attorneys' fees incurred.

O. Obligation of Good Faith and Fair Dealing.

The Settling Parties agree that each is giving up certain rights, claims and defenses in executing this Agreement, and each party hereby agrees to act in good faith and to deal fairly in carrying out their respective duties and obligations set forth in this Agreement.

P. Knowledge of Contents and Agreement.

Representatives of and/or lawyers for the Settling Parties have each carefully read in its entirety this Agreement, know the contents of this document and all documents attached hereto, and have signed the same as their own free and voluntary act. The Settling Parties acknowledge that they have cooperated in the drafting and preparation of this Agreement. In entering into this Agreement, the Settling Parties represent that they have relied upon legal advise of their attorneys, and that the terms of this Agreement have been explained to them by their attorneys, and those terms are fully understood and voluntarily accepted.

Q. Counterparts.

This Agreement shall be executed in duplicate originals and may not be executed in copied or non-original counterparts. Each Settling Party shall promptly provide the other party with original signed duplicates after execution. Each Settling Party shall receive one original of this Agreement upon final execution.

R. Waiver.

No waiver by any Settling Party of any default in performance of any other part of the Agreement shall be construed as a waiver of any subsequent default.

S. Entire Agreement.

This Agreement, including the attached Exhibits, contains all of the covenants, promises, agreements, and conditions, both oral and written, between the Settling Parties. This Agreement is fully integrated and constitutes the complete and final agreement between the parties hereto, and any previous agreements, offers, counteroffers, and/or negotiations are herby merged herein. There are no other agreements which modify or amplify the terms of this Agreement.

T. Notices.

Any notices required or permitted to be given by this Agreement shall be (1) personally delivered, or (2) mailed via certified or registered mail, return-receipt requested with postage

pre-paid, or (3) shipped via express courier service for "next day" delivery or (4) sent via telecopier (facsimile). Such notices shall be addressed as follows:

IF TO SECRET HARBOR

Secret Harbor
c/o Brian Carroll, MSW, LICSW
President and Chief Executive Officer
Secret Harbor and Foster Care Resources
1809 Commercial Avenue, P.O. Box 440
Anacortes, WA 98221
Phone: (360) 293-5151

and

Mr. Stephen H. Roos
Hillis Clark Martin & Peterson Law Offices
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925
Phone: (206) 623-1745
Fax: (206) 623-7789

IF TO THE CITY:

Mr. Eron M. Berg, City Supervisor/City Attorney
c/o City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 980284
Phone: (360) 855-9922
Fax: (360) 855-9923

and

Mr./Ms. _____
c/o City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 980284
Phone: (360) 855-1661
Fax: (360) 855-0707

U. Authority.

The Settling Parties each represent and warrant they have the respective power and authority, and are duly authorized to execute, deliver and perform their obligations under this Agreement. The Parties hereby acknowledge and understand that for this Agreement to be valid, effective and enforceable under Washington law, it must be approved by the Sedro-

Woolley City Council in or as part of an open public meeting in compliance with the State Open Public Meetings Act, Ch. 42.30 RCW.

IN WITNESS WHEREOF, this Agreement has been entered into between Secret Harbor and the City of Sedro-Woolley as of the date shown on page 1 of this Agreement.

FOR SECRET HARBOR:

By: _____
_____, individually and
_____ of Secret Harbor

Approved as to Form:

HILLIS CLARK MARTIN & PETERSON LAW OFFICE

By: _____
Stephen H. Roos, WSBA #26549
Of Attorneys for Secret Harbor

FOR THE CITY OF SEDRO-WOOLLEY:

By: _____
Its _____

Approved as to Form:

OFFICE OF THE CITY ATTORNEY

By: _____
Eron M. Berg, WSBA #29930
City Attorney for City of Sedro-Woolley

HCMP
HILLIS
CLARK
MARTIN &
PETERSON
law offices

July 22, 2008

Jack Moore
Planning Director
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

Via E-Mail and U.S. Mail

Re: Secret Harbor Staffed Residential Home

Dear Mr. Moore:

As you are aware, Secret Harbor has filed an appeal of the Sedro-Woolley Hearing Examiner's denial of a conditional use permit for Secret Harbor's proposed Staffed Residential Home at 939 State Street. However, based on the additional information and analysis provided below, it is now clear that a conditional use permit is, in fact, not required for Secret Harbor's proposed use.

A. Washington Housing Policy Act Prohibits Imposing Additional Requirements on Residential Structures Occupied by Persons with Handicaps.

Our analysis begins with the Washington Housing Policy Act (WHPA), enacted by the Washington legislature in 1993. LAWS OF 1993, Ch. 478. A copy of the WHPA is attached hereto. For purposes of Secret Harbor's proposal, the key provisions of the WHPA are Sections 20, 21, and 23, all of which provide that:

> No City "may enact or maintain an ordinance, development regulation, zoning regulation or official control, policy, or administrative practice which treats a residential structure occupied by persons with handicaps differently than a similar residential structure occupied by a family or other unrelated individuals" (emphasis added). As used in this section, 'handicaps' are as defined in the federal fair housing amendments act of 1988 (42 U.S.C. Sec. 3602).[1]

[1] Sections 20, 21, and 23—codified at RCW 35.63.220, 35A.63.240, and 36.70A.410, respectively—implement the WHPA's stated purpose of "increas[ing] the supply of housing for persons with special needs" and "encourag[ing] collaborative planning with social service providers." LAWS OF 1993, Ch. 478, § 1(2)(e)-(f); RCW 43.185B.005(2)(e)-(f).

500 Galland Building
1221 Second Avenue
Seattle, Washington
98101-2925

phone 206.623.1745
fax 206.623.7789
www.hcmp.com

MERITAS
LAW FIRMS WORLDWIDE

A PROFESSIONAL SERVICE CORPORATION

The federal Fair Housing Amendments Act of 1988 broadly defines the term "handicap" as follows:

> "Handicap" means, with respect to a person: (1) a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) a record of having such an impairment, or (3) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substances (as defined in section 802 of Title 21 [U.S.C.]).

See 42 U.S.C. 3602(h). With regard to the first prong of this three-part definition, the terms "physical or mental impairment" and "major life activities" are further defined in the Code of Federal Regulations:

> "*Physical or mental impairment* includes . . . Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities."
>
> "*Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working."

24 CFR § 101.201.

The rule of law that emerges from these various provisions can be summarized as follows: a City cannot adopt or apply a zoning regulation that treats a residential structure occupied by children with psychological disorders that substantially limit their major life activities (such as learning) differently than a residential structure occupied by a traditional family.

B. The Occupants of Secret Harbor's Staffed Residential Home All Have Handicaps.

Secret Harbor's proposed Staffed Residential Home, which will be licensed by the Washington Department of Social and Health Services, provides a family-like environment for up to six children, with the goal of providing them the necessary care, support, supervision, and treatment that will allow them to return to their families, be placed in foster care, or live independently. As stated in the attached letter from the treating psychiatrist, Dr. Robert Fleming, M.D., all of the children in Secret Harbor's program—including those who would be residing at the proposed home in Sedro-Woolley—suffer from one or more specific psychological disorders and learning disabilities that substantially limit their ability to live in another residential setting and also interfere with their learning functions. As such the children have "handicaps" for

purposes of the Washington Housing Policy Act and the federal Fair Housing Amendments Act.

C. Sedro-Woolley Cannot Require a Conditional Use Permit for the Proposed Use.

We turn now to the specific zoning regulations in the Sedro-Woolley Municipal Code. In the Residential 7 (R-7) Zone, a "single-family residence" is permitted outright, while a "group home" requires a conditional use permit. SWMC 17.12.010. As an initial matter, it should be noted the proposed Staffed Residential Home meets the SWMC's definition of a "single-family residence." A "single-family residence" means "a dwelling unit which is unattached to any other dwelling unit." SWMC 17.04.030(38). A "dwelling unit", in turn, is defined as "a building or buildings providing complete housekeeping facilities including bathroom and kitchen for one household only, excluding recreational vehicles, trailers, boat, prisons and medical care facilities." SWMC 17.04.030(11). The term "household" is not defined in the Code, but under dictionary definitions, it typically means "members of a family and others who live under the same roof." *See, e g.*, WEBSTER'S II NEW COLLEGE DICTIONARY (1995).

Under these definitions, the proposed Staffed Residential Home is a "single-family residence": it is a building unattached to any other dwelling, and provides "complete housekeeping facilities" to youth living under the same roof, and it does not fall within any of the excluded categories (RV's, trailers, boats, prisons, and medical care facilities). Therefore it is an outright permitted use, and does not require a conditional use permit.

Even if the Staffed Residential Home also meets the definition of a "group home," the law as stated above is clear: City zoning regulations cannot treat residential homes occupied by persons with handicaps "differently" than residential homes occupied by a family. This means the City cannot require additional permits for residences with handicapped occupants, if those permits are not required for residences with families. Thus, for example, in *Sunderland Family Treatment Servs. v. City of Pasco*, 107 Wn. App. 109, 122-23 (2001), the Washington Court of Appeals held that "the City violated the [Washington Housing Policy Act] by adopting a regulatory scheme that permitted a 'family' to obtain immediate occupancy of a residential structure but required 'group care facilities' to obtain a [Special Use Permit] before occupying a similar residential structure." Likewise here, the WHPA precludes Sedro-Woolley from subjecting Secret Harbor to additional conditional use permit requirements, when it does not require a conditional use permit for either a single-family residence or other uses such as Adult or Family Day Care Facilities that provide permanent lodging to the elderly or to physically and mentally disabled adults. *See* SWMC 17.12.010; SWMC 17.14.030 (15).

For the above reasons, Secret Harbor requests the City's confirmation that that Secret Harbor is not required to obtain a conditional use permit prior in order to use 939 State Street for the purpose of a licensed Staffed Residential Home for children and youth with handicaps as defined in applicable law.

Very truly yours,

Stephen H. Roos

SHR/jlp
E-Mail: SHR@hcmp.com

Enclosures

cc: Brian Carroll, Secret Harbor

ND: 18259 006 4849-0504-3202v2

W 9A.44.050 and 9A.44.100 means the
a health care provider which the health
it to be qualified to provide.

c 3 s 901 are each amended to read as

econd degree when, under circumstanc-
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(2) Indecent liberties is a class B felony.

Passed the Senate April 23, 1993.
Passed the House April 15, 1993.
Approved by the Governor May 17, 1993.
Filed in Office of Secretary of State May 17, 1993.

CHAPTER 478

[Senate Bill 5584]

WASHINGTON HOUSING POLICY ACT

Effective Date: 7/25/93

AN ACT Relating to housing; amending RCW 43.185.110, 43.185A.020, and 35.82.070; adding new sections to chapter 43.63A RCW; adding new sections to chapter 35.63 RCW; adding new sections to chapter 35A.63 RCW; adding new sections to chapter 36.70 RCW; adding new sections to chapter 36.70A RCW; and adding a new chapter to Title 43 RCW.

Be it enacted by the Legislature of the State of Washington:

NEW SECTION. Sec. 1. (1) The legislature finds that:

(a) Housing is of vital state-wide importance to the health, safety, and welfare of the residents of the state;

(b) Safe, affordable housing is an essential factor in stabilizing communities;

(c) Residents must have a choice of housing opportunities within the community where they choose to live;

(d) Housing markets are linked to a healthy economy and can contribute to the state's economy;

(e) Land supply is a major contributor to the cost of housing;

(f) Housing must be an integral component of any comprehensive community and economic development strategy;

(g) State and local government must continue working cooperatively toward the enhancement of increased housing units by reviewing, updating, and removing conflicting regulatory language;

(h) State and local government should work together in developing creative ways to reduce the shortage of housing;

(i) The lack of a coordinated state housing policy inhibits the effective delivery of housing for some of the state's most vulnerable citizens and those with limited incomes; and

(j) It is in the public interest to adopt a statement of housing policy objectives.

(2) The legislature declares that the purposes of the Washington housing policy act are to:

(a) Provide policy direction to the public and private sectors in their attempt to meet the shelter needs of Washington residents;

(b) Reevaluate housing and housing-related programs and policies in order to ensure proper coordination of those programs and policies to meet the housing needs of Washington residents;

(c) Improve the delivery of state services and assistance to very low-income and low-income households and special needs populations;

(d) Strengthen partnerships among all levels of government, and the public and private sectors, including for-profit and nonprofit organizations, in the production and operation of housing to targeted populations including low-income and moderate-income households;

(e) Increase the supply of housing for persons with special needs;

(f) Encourage collaborative planning with social service providers;

(g) Encourage financial institutions to increase residential mortgage lending; and

(h) Coordinate housing into comprehensive community and economic development strategies at the state and local level.

NEW SECTION. Sec. 2. It is the goal of the state of Washington to coordinate, encourage, and direct, when necessary, the efforts of the public and private sectors of the state and to cooperate and participate, when necessary, in the attainment of a decent home in a healthy, safe environment for every resident of the state. The legislature declares that attainment of that goal is a state priority.

NEW SECTION. Sec. 3. The objectives of the Washington housing policy act shall be to attain the state's goal of a decent home in a healthy, safe environment for every resident of the state by strengthening public and private institutions that are able to:

(1) Develop an adequate and affordable supply of housing for all economic segments of the population;

(2) Assist very low-income and special needs households who cannot obtain affordable, safe, and adequate housing in the private market;

(3) Encourage and maintain home ownership opportunities;

(4) Reduce life cycle housing costs while preserving public health and safety;

(5) Preserve the supply of existing affordable housing;

(6) Provide housing for special needs populations;

(7) Ensure fair and equal access to the housing market;

(8) Increase the availability of mortgage credit at low interest rates; and

(9) Coordinate and be consistent with the goals, objectives, and required housing element of the comprehensive plan in the state's growth management act in RCW 36.70A.070.

NEW SECTION. Sec. 4. Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Affordable housing" means res
by a person or household whose monthl
than telephone, do not exceed thirty perc

(2) "Department" means the depart

(3) "Director" means the director o

(4) "Nonprofit organization" me
organization that: (a) Is organized unde
part of its net earnings inuring to the be
tor, or individual; and (c) has among its
the provision of decent housing that is
income, or moderate-income household

(5) "Regulatory barriers to afford
[barriers]" mean any public policies (
ordinances, regulations, or administrative
identified by the state or local governme
section 105(b)(4) of the Cranston-Gonz
U.S.C. 12701 et seq.)

(6) "Tenant-based organization" n
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NEW SECTION. Sec. 5. (1) The d
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(a) The following eighteen member

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(xi) Two representatives of the W
representative shall be from a county
Cascade mountains;

(xii) Two representatives of the
representative shall be from a city that is
mountains;

(xiii) One representative to serve as
board;

(xiv) One representative at large

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(1) "Affordable housing" means residential housing that is rented or owned by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income.

(2) "Department" means the department of community development.

(3) "Director" means the director of community development.

(4) "Nonprofit organization" means any public or private nonprofit organization that: (a) Is organized under federal, state, or local laws; (b) has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual; and (c) has among its purposes significant activities related to the provision of decent housing that is affordable to very low-income, low-income, or moderate-income households and special needs populations.

(5) "Regulatory barriers to affordable housing" and "regulatory bariers [barriers]" mean any public policies (including those embodied in statutes, ordinances, regulations, or administrative procedures or processes) required to be identified by the state or local government in connection with its strategy under section 105(b)(4) of the Cranston-Gonzalez national affordable housing act (42 U.S.C. 12701 et seq.).

(6) "Tenant-based organization" means a nonprofit organization whose governing body includes a majority of members who reside in the housing development and are considered low-income households.

NEW SECTION. Sec. 5. (1) The department shall establish the affordable housing advisory board to consist of twenty-one members.

(a) The following eighteen members shall be appointed by the governor:

(i) Two representatives of the residential construction industry;

(ii) Two representatives of the home mortgage lending profession;

(iii) One representative of the real estate sales profession;

(iv) One representative of the apartment management and operation industry;

(v) One representative of the for-profit housing development industry;

(vi) One representative of the nonprofit housing development industry;

(vii) One representative of homeless shelter operators;

(viii) One representative of lower-income persons;

(ix) One representative of special needs populations;

(x) One representative of public housing authorities as created under chapter 35.82 RCW;

(xi) Two representatives of the Washington association of counties, one representative shall be from a county that is located east of the crest of the Cascade mountains;

(xii) Two representatives of the association of Washington cities, one representative shall be from a city that is located east of the crest of the Cascade mountains;

(xiii) One representative to serve as chair of the affordable housing advisory board;

(xiv) One representative at large

(b) The following three members shall serve as ex officio, nonvoting members:

(i) The director or the director's designee;

(ii) The executive director of the Washington state housing finance commission or the executive director's designee; and

(iii) The secretary of social and health services or the secretary's designee.

(2)(a) The members of the affordable housing advisory board appointed by the governor shall be appointed for four-year terms, except that the chair shall be appointed to serve a two-year term. The terms of five of the initial appointees shall be for two years from the date of appointment and the terms of six of the initial appointees shall be for three years from the date of appointment. The governor shall designate the appointees who will serve the two-year and three-year terms. The members of the advisory board shall serve without compensation, but shall be reimbursed for travel expenses as provided in RCW 43.03.050 and 43.03.060.

(b) The governor, when making appointments to the affordable housing advisory board, shall make appointments that reflect the cultural diversity of the state of Washington.

(3) The affordable housing advisory board shall serve as the department's principal advisory body on housing and housing-related issues, and replaces the department's existing boards and task forces on housing and housing-related issues.

(4) The affordable housing advisory board shall meet regularly and may appoint technical advisory committees, which may include members of the affordable housing advisory board, as needed to address specific issues and concerns.

(5) The department, in conjunction with the Washington state housing finance commission and the department of social and health services, shall supply such information and assistance as are deemed necessary for the advisory board to carry out its duties under this section.

(6) The department shall provide administrative and clerical assistance to the affordable housing advisory board.

NEW SECTION. Sec. 6. The affordable housing advisory board shall:

(1) Analyze those solutions and programs that could begin to address the state's need for housing that is affordable for all economic segments of the state, and special needs populations, including but not limited to programs or proposals which provide for:

(a) Financing for the acquisition, rehabilitation, preservation, or construction of housing;

(b) Use of publicly owned land and buildings as sites for affordable housing;

(c) Coordination of state initiatives with federal initiatives and financing programs that are referenced in the Cranston-Gonzalez national affordable housing act (42 U.S.C. Sec. 12701 et seq.), as amended, and development of an

approved housing strategy as required affordable housing act (42 U.S.C. Sec. 1

(d) Identification and removal, where public health and safety, or environment, the development and placement of affor

(e) Stimulating public and private se affordable housing; and

(f) Development of solutions and pr equitable geographic distribution of hou advisory board deems necessary;

(2) Consider both homeownership a the provision of housing. The advisory b types of residential construction and inn not limited to manufactured housing;

(3) Review, evaluate, and make rec proposed housing programs and initiat policies, land use policies, and financin provide recommendations to the director in the annual housing report to the legisl and

(4) Prepare and submit to the direc December 1, 1993, a report detailing its legislative, and funding recommendatio deems appropriate.

NEW SECTION. Sec. 7. A new se to read as follows:

(1) The department shall, in cons advisory board created in section 5 of th development and placement of accesso produce a written report by December 1

(a) Identifies local governments that in areas zoned for single-family resident

(b) Makes recommendations to the development and placement of accessory family residential use.

(2) The recommendations made unde take effect before ninety days followi legislative session.

(3) Unless provided otherwise by t local governments shall incorporate in regulations, or official controls the recom of this section. The accessory apartmer government's development regulation, zo allow local flexibility, the recommendati

s shall serve as ex officio, nonvoting

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.), as amended, and development of an

approved housing strategy as required in the Cranston-Gonzalez national affordable housing act (42 U.S.C. Sec. 12701 et seq.), as amended;

(d) Identification and removal, where appropriate and not detrimental to the public health and safety, or environment, of state and local regulatory barriers to the development and placement of affordable housing;

(e) Stimulating public and private sector cooperation in the development of affordable housing; and

(f) Development of solutions and programs affecting housing, including the equitable geographic distribution of housing for all economic segments, as the advisory board deems necessary;

(2) Consider both homeownership and rental housing as viable options for the provision of housing. The advisory board shall give consideration to various types of residential construction and innovative housing options, including but not limited to manufactured housing;

(3) Review, evaluate, and make recommendations regarding existing and proposed housing programs and initiatives including but not limited to tax policies, land use policies, and financing programs. The advisory board shall provide recommendations to the director, along with the department's response in the annual housing report to the legislature required in section 12 of this act; and

(4) Prepare and submit to the director, by each December 1st, beginning December 1, 1993, a report detailing its findings and make specific program, legislative, and funding recommendations and any other recommendations it deems appropriate.

NEW SECTION. Sec. 7. A new section is added to chapter 43.63A RCW to read as follows:

(1) The department shall, in consultation with the affordable housing advisory board created in section 5 of this act, report to the legislature on the development and placement of accessory apartments. The department shall produce a written report by December 15, 1993, which:

(a) Identifies local governments that allow the siting of accessory apartments in areas zoned for single-family residential use; and

(b) Makes recommendations to the legislature designed to encourage the development and placement of accessory apartments in areas zoned for single-family residential use.

(2) The recommendations made under subsection (1) of this section shall not take effect before ninety days following adjournment of the 1994 regular legislative session.

(3) Unless provided otherwise by the legislature, by December 31, 1994, local governments shall incorporate in their development regulations, zoning regulations, or official controls the recommendations contained in subsection (1) of this section. The accessory apartment provisions shall be part of the local government's development regulation, zoning regulation, or official control. To allow local flexibility, the recommendations shall be subject to such regulations,

conditions, procedures, and limitations as determined by the local legislative authority.

(4) As used in this section, "local government" means:

(a) A city or code city with a population that exceeds twenty thousand;

(b) A county that is required to or has elected to plan under the state growth management act; and

(c) A county with a population that exceeds one hundred twenty-five thousand.

NEW SECTION. Sec. 8. A new section is added to chapter 35.63 RCW to read as follows:

Any local government, as defined in section 7 of this act, that is planning under this chapter shall comply with section 7(3) of this act.

NEW SECTION. Sec. 9. A new section is added to chapter 35A.63 RCW to read as follows:

Any local government, as defined in section 7 of this act, that is planning under this chapter shall comply with section 7(3) of this act.

NEW SECTION. Sec. 10. A new section is added to chapter 36.70 RCW to read as follows:

Any local government, as defined in section 7 of this act, that is planning under this chapter shall comply with section 7(3) of this act.

NEW SECTION. Sec. 11. A new section is added to chapter 36.70A RCW to read as follows:

Any local government, as defined in section 7 of this act, that is planning under this chapter shall comply with section 7(3) of this act.

NEW SECTION. Sec. 12. (1) The department shall, in consultation with the affordable housing advisory board created in section 5 of this act, prepare and from time to time amend a five-year housing advisory plan. The purpose of the plan is to document the need for affordable housing in the state and the extent to which that need is being met through public and private sector programs, to facilitate planning to meet the affordable housing needs of the state, and to enable the development of sound strategies and programs for affordable housing. The information in the five-year housing advisory plan must include:

(a) An assessment of the state's housing market trends;

(b) An assessment of the housing needs for all economic segments of the state and special needs populations;

(c) An inventory of the supply and geographic distribution of affordable housing units made available through public and private sector programs;

(d) A status report on the degree of progress made by the public and private sector toward meeting the housing needs of the state;

(e) An identification of state and local regulatory barriers to affordable housing and proposed regulatory and administrative techniques designed to remove barriers to the development and placement of affordable housing; and

(f) Specific recommendations, polici
affordable housing needs of the state.

(2)(a) The five-year housing advisory p
this section must be submitted to the legisla
and subsequent plans must be submitted ev

(b) Each February 1st, beginning Febr
submit an annual progress report, to the legis
the state's affordable housing needs were
recommendations for meeting those needs.

NEW SECTION. Sec. 13. A new sectio
to read as follows:

(1) The department shall be the princip
coordinating federal and state resources an
programs administered by the Washington
under chapter 43.180 RCW, and for evaluat
ments of other state departments and agenci

(2) The department shall work with loca
local housing authorities, nonprofit communi
tions, and regional or state-wide nonprofit h
the purpose of coordinating federal and state
housing.

NEW SECTION. Sec. 14. A new sectio
to read as follows:

The department shall provide technical
agencies and local governments to assist in
regulatory barriers to the development and p
providing assistance the department may:

(1) Analyze the costs and benefits of sta
tive actions and their impact on the develop
housing;

(2) Analyze the costs and benefits of loc
tive actions and their impact on the develop
housing;

(3) Assist state agencies and local gove
of existing and anticipated actions, legislatior
placement of affordable housing;

(4) Investigate techniques and opportu
housing costs through regulatory reform;

(5) Develop model standards and ordina
barriers to affordable housing and assisting r
and local government level;

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w section is added to chapter 36.70 RCW

d in section 7 of this act, that is planning section 7(3) of this act.

v section is added to chapter 36.70A RCW

d in section 7 of this act, that is planning section 7(3) of this act.

The department shall, in consultation with d created in section 5 of this act, prepare year housing advisory plan. The purpose or affordable housing in the state and the met through public and private sector t the affordable housing needs of the state, nd strategies and programs for affordable year housing advisory plan must include:
housing market trends;
g needs for all economic segments of the

nd geographic distribution of affordable public and private sector programs;
f progress made by the public and private eds of the state;
d local regulatory barriers to affordable d administrative techniques designed to d placement of affordable housing; and

(f) Specific recommendations, policies, or proposals for meeting the affordable housing needs of the state.

(2)(a) The five-year housing advisory plan required under subsection (1) of this section must be submitted to the legislature on or before February 1, 1994, and subsequent plans must be submitted every five years thereafter.

(b) Each February 1st, beginning February 1, 1995, the department shall submit an annual progress report to the legislature, detailing the extent to which the state's affordable housing needs were met during the preceding year and recommendations for meeting those needs.

NEW SECTION. Sec. 13. A new section is added to chapter 43.63A RCW to read as follows:

(1) The department shall be the principal state department responsible for coordinating federal and state resources and activities in housing, except for programs administered by the Washington state housing finance commission under chapter 43.180 RCW, and for evaluating the operations and accomplishments of other state departments and agencies as they affect housing.

(2) The department shall work with local governments, tribal organizations, local housing authorities, nonprofit community or neighborhood-based organizations, and regional or state-wide nonprofit housing assistance organizations, for the purpose of coordinating federal and state resources with local resources for housing.

NEW SECTION. Sec. 14. A new section is added to chapter 43.63A RCW to read as follows:

The department shall provide technical assistance and information to state agencies and local governments to assist in the identification and removal of regulatory barriers to the development and placement of affordable housing. In providing assistance the department may:

(1) Analyze the costs and benefits of state legislation, rules, and administrative actions and their impact on the development and placement of affordable housing;

(2) Analyze the costs and benefits of local legislation, rules, and administrative actions and their impact on the development and placement of affordable housing;

(3) Assist state agencies and local governments in determining the impact of existing and anticipated actions, legislation, and rules on the development and placement of affordable housing;

(4) Investigate techniques and opportunities for reducing the life cycle housing costs through regulatory reform;

(5) Develop model standards and ordinances designed to reduce regulatory barriers to affordable housing and assisting n their adoption and use at the state and local government level;

(6) Provide technical assistance and information to state agencies and local governments for implementation of legislative and administrative reform programs to remove barriers to affordable housing;

(7) Prepare state regulatory barrier removal strategies;

(8) Provide staffing to the affordable housing advisory board created in section 5 of this act; and

(9) Perform other activities as the director deems necessary to assist the state, local governments, and the housing industry in meeting the affordable housing needs of the state.

Sec. 15. RCW 43.185.110 and 1991 c 204 s 4 are each amended to read as follows:

((~~The director shall prepare an annual report and shall send copies to the chair of the house of representatives committee on housing, the chair of the senate committee on commerce and labor, and one copy to the staff of each committee that summarizes the housing trust fund's income, grants and operating expenses, implementation of its program, and any problems arising in the administration thereof. The director shall promptly appoint a low income housing assistance advisory committee composed of a representative from each of the following groups: Apartment owners, realtors, mortgage lending or servicing institutions, private nonprofit housing assistance programs, tenant associations, and public housing assistance programs.~~)) The affordable housing advisory ((~~group~~)) board established in section 5 of this act shall advise the director on housing needs in this state, including housing needs for persons who are mentally ill or developmentally disabled or youth who are blind or deaf or otherwise disabled, operational aspects of the grant and loan program or revenue collection programs established by this chapter, and implementation of the policy and goals of this chapter. Such advice shall be consistent with policies and plans developed by regional support networks according to chapter 71.24 RCW for the mentally ill and the developmental disabilities planning council for the developmentally disabled.

Sec. 16. RCW 43.185A.020 and 1991 c 356 s 11 are each amended to read as follows:

The affordable housing program is created in the department of community development for the purpose of developing and coordinating public and private resources targeted to meet the affordable housing needs of low-income households in the state of Washington. The program shall be developed and administered by the department with advice and input from the ((~~low-income housing assistance advisory committee established in RCW 43.185.110~~)) affordable housing advisory board established in section 5 of this act.

Sec. 17. RCW 35.82.070 and 1991 c 167 s 1 are each amended to read as follows:

An authority shall constitute a public body corporate and politic, exercising public and essential governmental functions, and having all the powers necessary

or convenient to carry out and effectu
chapter, including the following powers

(1) To sue and be sued; to have a s
have perpetual succession; to make and
including but not limited to partnership a
necessary or convenient to the exercis
participate in the organization or the ope
has as one of its purposes to provide o
persons of low income; and to make an
bylaws, rules and regulations, not incon
effect the powers and purposes of the au

(2) Within its area of operation: To
operate housing projects; to provide
improvement, alteration or repair of any
agree to rent or sell dwellings forming p
low income. Where an agreement or c
person of low income, the authority may
fulfillment of the agreement irrespective
the conveyance a person of low incor
conveyances may include such covenant
assure the achievement of the objectives

(3) To acquire, lease, rent, sell, or
space located in buildings or structures c

(4) To arrange or contract for the furn
or private, of services, privileges, works,
a housing project or the occupants thereo
contrary contained in this chapter or in a
any contract let in connection with a p
contractor and any subcontractors comp
wages and maximum hours of labor, and
federal government may have attached to

(5) To lease or rent any dwellir
buildings, structures or facilities embrace
to the limitations contained in this chapt
charges therefor; to own or manage buil
projects as well as commercial space
constitute a housing project as that term is
That notwithstanding the provisions under
units made available or sold to persons of
related and subordinate facilities, shall c
~~interior space of any individual building
duplex residential building or mobile or~~
percent of the interior space in the total d
at least fifty percent of the total number

ınd information to state agencies and local
f legislative and administrative reform
lable housing;
er removal strategies;
dable housing advisory board created in

he director deems necessary to assist the
using industry in meeting the affordable

991 c 204 s 4 are each amended to read as

~~nnual report and shall send copies to the committee on housing, the chair of the labor, and one copy to the staff of each g trust fund's income, grants and operating gram, and any problems arising in the r shall promptly appoint a low income e composed of a representative from each x owners, realtors, mortgage lending or ofit housing assistance programs, tenant tance programs.~~)) The affordable housing in section 5 of this act shall advise the , including housing needs for persons who isabled or youth who are blind or deaf or s of the grant and loan program or revenue s chapter, and implementation of the policy shall be consistent with policies and plans es according to chapter 71.24 RCW for the l disabilities planning council for the

1991 c 356 s 11 are each amended to read

is created in the department of community oping and coordinating public and private fordable housing needs of low-income m The program shall be developed and advice and input from the ((~~low-income ittee established in RCW 43.185.110~~)) ablished in section 5 of this act.

91 c 167 s 1 are each amended to read as

blic body corporate and politic, exercising tions, and having all the powers necessary

or convenient to carry out and effectuate the purposes and provisions of this chapter, including the following powers in addition to others herein granted:

(1) To sue and be sued; to have a seal and to alter the same at pleasure; to have perpetual succession; to make and execute contracts and other instruments, including but not limited to partnership agreements and joint venture agreements, necessary or convenient to the exercise of the powers of the authority; to participate in the organization or the operation of a nonprofit corporation which has as one of its purposes to provide or assist in the provision of housing for persons of low income; and to make and from time to time amend and repeal bylaws, rules and regulations, not inconsistent with this chapter, to carry into effect the powers and purposes of the authority.

(2) Within its area of operation: To prepare, carry out, acquire, lease and operate housing projects; to provide for the construction, reconstruction, improvement, alteration or repair of any housing project or any part thereof; to agree to rent or sell dwellings forming part of the projects to or for persons of low income. Where an agreement or option is made to sell a dwelling to a person of low income, the authority may convey the dwelling to the person upon fulfillment of the agreement irrespective of whether the person is at the time of the conveyance a person of low income. Leases, options, agreements, or conveyances may include such covenants as the authority deems appropriate to assure the achievement of the objectives of this chapter.

(3) To acquire, lease, rent, sell, or otherwise dispose of any commercial space located in buildings or structures containing a housing project or projects.

(4) To arrange or contract for the furnishing by any person or agency, public or private, of services, privileges, works, or facilities for, or in connection with, a housing project or the occupants thereof; and (notwithstanding anything to the contrary contained in this chapter or in any other provision of law) to include in any contract let in connection with a project, stipulations requiring that the contractor and any subcontractors comply with requirements as to minimum wages and maximum hours of labor, and comply with any conditions which the federal government may have attached to its financial aid of the project.

(5) To lease or rent any dwellings, houses, accommodations, lands, buildings, structures or facilities embraced in any housing project and (subject to the limitations contained in this chapter) to establish and revise the rents or charges therefor; to own or manage buildings containing a housing project or projects as well as commercial space or other dwelling units that do not constitute a housing project as that term is defined in this chapter: PROVIDED, That notwithstanding the provisions under subsection (1) of this section, dwelling units made available or sold to persons of low income, together with functionally related and subordinate facilities, shall occupy ((~~at least thirty percent of the interior space of any individual building other than a detached single family or duplex residential building or mobile or manufactured home and~~)) at least fifty percent of the interior space in the total development owned by the authority or at least fifty percent of the total number of units in the development owned by

the authority, whichever produces the greater number of units for persons of low income. and for mobile home parks. the mobile home lots made available to persons of low income shall be at least fifty percent of the total number of mobile home lots in the park owned by the authority; to own. hold. and improve real or personal property; to purchase, lease, obtain options upon, acquire by gift, grant, bequest, devise, or otherwise including financial assistance and other aid from the state or any public body, person or corporation, any real or personal property or any interest therein; to acquire by the exercise of the power of eminent domain any real property; to sell, lease, exchange, transfer, assign. pledge, or dispose of any real or personal property or any interest therein; to sell, lease, exchange, transfer, or dispose of any real or personal property or interest therein at less than fair market value to a governmental entity for any purpose when such action assists the housing authority in carrying out its powers and purposes under this chapter. to a low-income person or family for the purpose of providing housing for that person or family. or to a nonprofit corporation provided the nonprofit corporation agrees to sell the property to a low-income person or family or to use the property for the provision of housing for persons of low income for at least twenty years; to insure or provide for the insurance of any real or personal property or operations of the authority against any risks or hazards; to procure or agree to the procurement of insurance or guarantees from the federal government of the payment of any bonds or parts thereof issued by an authority, including the power to pay premiums on any such insurance.

(6) To invest any funds held in reserves or sinking funds, or any funds not required for immediate disbursement, in property or securities in which savings banks may legally invest funds subject to their control; to purchase its bonds at a price not more than the principal amount thereof and accrued interest, all bonds so purchased to be canceled.

(7) Within its area of operation: To investigate into living, dwelling and housing conditions and into the means and methods of improving such conditions; to determine where slum areas exist or where there is a shortage of decent, safe and sanitary dwelling accommodations for persons of low income; to make studies and recommendations relating to the problem of clearing, replanning and reconstructing of slum areas, and the problem of providing dwelling accommodations for persons of low income, and to cooperate with the city, the county, the state or any political subdivision thereof in action taken in connection with such problems; and to engage in research, studies and experimentation on the subject of housing.

(8) Acting through one or more commissioners or other person or persons designated by the authority: To conduct examinations and investigations and to hear testimony and take proof under oath at public or private hearings on any matter material for its information; to administer oaths, issue subpoenas requiring the attendance of witnesses or the production of books and papers and to issue commissions for the examination of witnesses who are outside of the state or unable to attend before the authority, or excused from attendance; to make

available to appropriate agencies (incl abating or requiring the correction o demolishing unsafe or insanitary struc findings and recommendations with re conditions exist which are dangerous welfare

(9) To initiate eviction proceedings Activity occurring in any housing auth chapter 69.41, 69.50 or 69.52 RCW sh of RCW 59.12.030(5).

(10) To exercise all or any part or

No provisions of law with respect tc of property by other public bodies shall legislature shall specifically so state

(11) To agree (notwithstanding the to make such payments in lieu of taxes achievement of the purposes of this cha

(12) Upon the request of a county urban renewal agency under chapter commission, or authority under chapter of any such powers the housing auth limitations contained in this chapter.

(13) To exercise the powers granted any city, town, or county not include authority is originally authorized to fu governing or legislative body of such ci adopts a resolution declaring that there such territory.

((~~(13)~~)) (14) To administer contrac low income in accordance with section 1937, as amended by Title II, section Development Act of 1974, P.L. 93-383

((~~(14)~~)) (15) To sell at public or priv for fair market value. any mortgage or

((~~(15)~~)) (16) To the extent permitte bonds, notes, and other obligations of th tion with respect to rate of interest, ti principal or interest security, or any mortgage loan, mortgage loan commitn to which the authority is a party.

((~~(16)~~)) (17) To make, purchase. pa of, or otherwise acquire loans to pers acquire, construct, reconstruct, rehabili

greater number of units for persons of low
, the mobile home lots made available to
least fifty percent of the total number of
by the authority; to own, hold, and improve
lease, obtain options upon, acquire by gift,
ncluding financial assistance and other aid
erson or corporation, any real or personal
acquire by the exercise of the power of
to sell, lease, exchange, transfer, assign,
nal property or any interest therein; to sell,
of any real or personal property or interest
to a governmental entity for any purpose
g authority in carrying out its powers and
v-income person or family for the purpose
n or family, or to a nonprofit corporation
grees to sell the property to a low-income
ty for the provision of housing for persons
ars; to insure or provide for the insurance
perations of the authority against any risks
ie procurement of insurance or guarantees
ayment of any bonds or parts thereof issued
to pay premiums on any such insurance
reserves or sinking funds, or any funds not
in property or securities in which savings
ct to their control; to purchase its bonds at
ount thereof and accrued interest, all bonds

To investigate into living, dwelling and
means and methods of improving such
areas exist or where there is a shortage of
commodations for persons of low income;
ons relating to the problem of clearing,
um areas, and the problem of providing
s of low income, and to cooperate with the
tical subdivision thereof in action taken in
nd to engage in research, studies and
using.
commissioners or other person or persons
luct examinations and investigations and to
oath at public or private hearings on any
administer oaths, issue subpoenas requiring
oduction of books and papers and to issue
witnesses who are outside of the state or
y, or excused from attendance; to make

available to appropriate agencies (including those charged with the duty of abating or requiring the correction of nuisances or like conditions, or of demolishing unsafe or insanitary structures within its area of operation) its findings and recommendations with regard to any building or property where conditions exist which are dangerous to the public health, morals, safety or welfare.

(9) To initiate eviction proceedings against any tenant as provided by law. Activity occurring in any housing authority unit that constitutes a violation of chapter 69.41, 69.50 or 69.52 RCW shall constitute a nuisance for the purpose of RCW 59.12.030(5).

(10) To exercise all or any part or combination of powers herein granted.

No provisions of law with respect to the acquisition, operation or disposition of property by other public bodies shall be applicable to an authority unless the legislature shall specifically so state.

(11) To agree (notwithstanding the limitation contained in RCW 35.82.210) to make such payments in lieu of taxes as the authority finds consistent with the achievement of the purposes of this chapter.

(12) Upon the request of a county or city, to exercise any powers of an urban renewal agency under chapter 35.81 RCW or a public corporation, commission, or authority under chapter 35.21 RCW. However, in the exercise of any such powers the housing authority shall be subject to any express limitations contained in this chapter.

(13) To exercise the powers granted in this chapter within the boundaries of any city, town, or county not included in the area in which such housing authority is originally authorized to function: PROVIDED, HOWEVER, The governing or legislative body of such city, town, or county, as the case may be, adopts a resolution declaring that there is a need for the authority to function in such territory.

(((~~13~~))) (14) To administer contracts for assistance payments to persons of low income in accordance with section 8 of the United States Housing Act of 1937, as amended by Title II, section 201 of the Housing and Community Development Act of 1974, P.L. 93-383.

(((~~14~~))) (15) To sell at public or private sale, with or without public bidding, for fair market value, any mortgage or other obligation held by the authority.

(((~~15~~))) (16) To the extent permitted under its contract with the holders of bonds, notes, and other obligations of the authority, to consent to any modification with respect to rate of interest, time and payment of any installment of principal or interest security, or any other term of any contract, mortgage, mortgage loan, mortgage loan commitment, contract or agreement of any kind to which the authority is a party.

(((~~16~~))) (17) To make, purchase, participate in, invest in, take assignments of, or otherwise acquire loans to persons of low income to enable them to acquire, construct, reconstruct, rehabilitate, improve, lease, or refinance their

dwellings, and to take such security therefor as is deemed necessary and prudent by the authority.

((~~(17)~~)) (18) To make, purchase, participate in, invest in, take assignments of, or otherwise acquire loans for the acquisition, construction, reconstruction, rehabilitation, improvement, leasing, or refinancing of land, buildings, or developments for housing for persons of low income. For purposes of this subsection, development shall include either land or buildings or both.

(a) Any development financed under this subsection shall be subject to an agreement that for at least twenty years the dwelling units made available to persons of low income together with functionally related and subordinate facilities shall occupy at least ((~~thirty percent of the interior space of any individual building other than a detached single family or duplex residential building or mobile or manufactured home and shall occupy at least~~)) fifty percent of the interior space in the total development or at least fifty percent of the total number of units in the development, whichever produces the greater number of units for persons of low income. For mobile home parks, the mobile home lots made available to persons of low income shall be at least fifty percent of the total number of mobile home lots in the park. During the term of the agreement, the owner shall use its best efforts in good faith to maintain the dwelling units or mobile home lots required to be made available to persons of low income at rents affordable to persons of low income. The twenty-year requirement under this subsection (18)(a) shall not apply when an authority finances the development by nonprofit corporations or governmental units of dwellings or mobile home lots intended for sale to persons of low and moderate income, and shall not apply to construction or other short-term financing provided to nonprofit corporations or governmental units when the financing has a repayment term of one year or less.

(b) In addition, if the development is owned by a for-profit entity, the dwelling units or mobile home lots required to be made available to persons of low income shall be rented to persons whose incomes do not exceed fifty percent of the area median income, adjusted for household size, and shall have unit or lot rents that do not exceed fifteen percent of area median income, adjusted for household size, unless rent subsidies are provided to make them affordable to persons of low income.

For purposes of this subsection ((~~(17)~~)) (18)(b), if the development is owned directly or through a partnership by a governmental entity or a nonprofit organization, which nonprofit organization is itself not controlled by a for-profit entity or affiliated with any for-profit entity that a nonprofit organization itself does not control, it shall not be treated as being owned by a for-profit entity when the governmental entity or nonprofit organization exercises legal control of the ownership entity and in addition, (i) the dwelling units or mobile home lots required to be made available to persons of low income are rented to persons whose incomes do not exceed sixty percent of the area median income, adjusted for household size, and (ii) the development is subject to an agreement that

transfers ownership to the government extends an irrevocable right of first refu a formula for setting the acquisition pric

(c) Commercial space in any build exceeds four stories in height shall not co interior area of the building. Before subsection the authority shall make a wr for project feasibility or necessary to ena and purposes under this chapter.

((~~(18)~~)) (19) To contract with a pub a county, city, or town under RCW 35.2 developer for new housing projects or im

NEW SECTION. Sec. 18. A new s to read as follows:

(1) The legislature finds that:

(a) The trend toward smaller ho foreseeable future;

(b) Many of these households ar bedrooms than occupants;

(c) There are older homeowners on experiencing difficulties maintaining the

(d) There are single parents, recently of divorce or separation, and handicappe to the high cost of housing.

(2) The legislature declares that the develop a pilot program designed to:

(a) Provide home-matching services in their homes while promoting continui stability; and

(b) Counter the problem of displace fixed incomes by linking people offeri housing.

NEW SECTION. Sec. 19. A new s to read as follows:

(1) The department may develop an for the purpose of providing grants and t tions to operate local home-matching pr "eligible organizations" are those organ through the Washington housing trust fu

(2) The department may select up purpose of implementing a local home- matching programs are designed to facili involving older homeowners sharing

crefor as is deemed necessary and prudent

participate in, invest in, take assignments
acquisition, construction, reconstruction,
or refinancing of land, buildings, or
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either land or buildings or both.
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whichever produces the greater number of
mobile home parks, the mobile home lots
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good faith to maintain the dwelling units
ide available to persons of low income at
ome. The twenty-year requirement under
when an authority finances the develop-
vernmental units of dwellings or mobile
of low and moderate income, and shall not
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whose incomes do not exceed fifty percent
or household size, and shall have unit or
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are provided to make them affordable to

~~17~~)) (18)(b), if the development is owned
a governmental entity or a nonprofit
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entity that a nonprofit organization itself
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profit organization exercises legal control
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rcent of the area median income, adjusted
lopment is subject to an agreement that

transfers ownership to the governmental entity or nonprofit organization or extends an irrevocable right of first refusal to purchase the development under a formula for setting the acquisition price that is specified in the agreement.

(c) Commercial space in any building financed under this subsection that exceeds four stories in height shall not constitute more than twenty percent of the interior area of the building. Before financing any development under this subsection the authority shall make a written finding that financing is important for project feasibility or necessary to enable the authority to carry out its powers and purposes under this chapter.

((~~(18)~~)) (19) To contract with a public authority or corporation, created by a county, city, or town under RCW 35.21.730 through 35.21.755, to act as the developer for new housing projects or improvement of existing housing projects.

NEW SECTION. Sec. 18. A new section is added to chapter 43.63A RCW to read as follows:

(1) The legislature finds that:

(a) The trend toward smaller household sizes will continue into the foreseeable future;

(b) Many of these households are in housing units that contain more bedrooms than occupants;

(c) There are older homeowners on relatively low, fixed income who are experiencing difficulties maintaining their homes; and

(d) There are single parents, recently widowed persons, people in the midst of divorce or separation, and handicapped that are faced with displacement due to the high cost of housing.

(2) The legislature declares that the purpose of section 19 of this act is to develop a pilot program designed to:

(a) Provide home-matching services that can enable people to continue living in their homes while promoting continuity of home ownership and community stability; and

(b) Counter the problem of displacement among people on relatively low, fixed incomes by linking people offering living space with people seeking housing.

NEW SECTION. Sec. 19. A new section is added to chapter 43.63A RCW to read as follows:

(1) The department may develop and administer a home-matching program for the purpose of providing grants and technical assistance to eligible organizations to operate local home-matching programs. For purposes of this section, "eligible organizations" are those organizations eligible to receive assistance through the Washington housing trust fund, chapter 43.185 RCW.

(2) The department may select up to five eligible organizations for the purpose of implementing a local home-matching program. The local home-matching programs are designed to facilitate: (a) Intergenerational homesharing involving older homeowners sharing homes with younger persons; (b)

homesharing arrangements that involve an exchange of services such as cooking, housework, gardening, or babysitting for room and board or some financial consideration such as rent; and (c) the more efficient use of available housing

(3) In selecting local pilot programs under this section, the department shall consider:

(a) The eligible organization's ability, stability, and resources to implement the local home-matching program;

(b) The eligible organization's efforts to coordinate other support services needed by the individual or family participating in the local home-matching program; and

(c) Other factors the department deems appropriate

(4) The eligible organizations shall establish criteria for participation in the local home-matching program. The eligible organization shall make a determination of eligibility regarding the individuals' or families' participation in the local home-matching program. The determination shall include, but is not limited to a verification of the individual's or family's history of making rent payments in a consistent and timely manner

NEW SECTION. Sec. 20. A new section is added to chapter 35.63 RCW to read as follows:

No city may enact or maintain an ordinance, development regulation, zoning regulation or official control, policy, or administrative practice which treats a residential structure occupied by persons with handicaps differently than a similar residential structure occupied by a family or other unrelated individuals. As used in this section, "handicaps" are as defined in the federal fair housing amendments act of 1988 (42 U.S.C. Sec. 3602).

NEW SECTION. Sec. 21. A new section is added to chapter 35A.63 RCW to read as follows:

No city may enact or maintain an ordinance, development regulation, zoning regulation or official control, policy, or administrative practice which treats a residential structure occupied by persons with handicaps differently than a similar residential structure occupied by a family or other unrelated individuals. As used in this section, "handicaps" are as defined in the federal fair housing amendments act of 1988 (42 U.S.C. Sec. 3602)

NEW SECTION. Sec. 22. A new section is added to chapter 36.70 RCW to read as follows:

No county may enact or maintain an ordinance, development regulation, zoning regulation or official control, policy, or administrative practice which treats a residential structure occupied by persons with handicaps differently than a similar residential structure occupied by a family or other unrelated individuals. As used in this section, "handicaps" are as defined in the federal fair housing amendments act of 1988 (42 U.S.C. Sec. 3602).

NEW SECTION. Sec. 23. A new section is added to chapter 36.70A RCW to read as follows:

No county or city that plans or ele
or maintain an ordinance, development
control, policy, or administrative pract
occupied by persons with handicaps diff
occupied by a family or other unrelate
"handicaps" are as defined in the feder
(42 U.S.C. Sec. 3602)

NEW SECTION. Sec. 24. This
"Washington housing policy act."

NEW SECTION. Sec. 25. Sectio
shall constitute a new chapter in Title 4

Passed the Senate April 20, 1993.
Passed the House April 18, 1993.
Approved by the Governor May 1
Filed in Office of Secretary of Stat

CHAPT

[Substitute Sen

DEATH PENALTY—MENTALLY R
SENTENCED
Effective Da

AN ACT Relating to imposing the death pe
RCW 10.95.030, 10.95.070, 10.95.130, and 10.95

Be it enacted by the Legislature of the

Sec. 1. RCW 10.95.030 and 1981
follows:

(1) Except as provided in subse
convicted of the crime of aggravated fi
life imprisonment without possibility of
to life imprisonment under this section
deferred, or commuted by any judicial
~~and paroles~~)) indeterminate sentence re
parole such prisoner nor reduce the p
whatsoever including but not limited to
department of social and health services
may not permit such prisoner to partici
program

(2) If, pursuant to a special sent
10.95.050, the trier of fact finds tha
circumstances to merit leniency, the s
however, shall a person be sentenced

: an exchange of services such as cooking,
for room and board or some financial
more efficient use of available housing
ıs under this section, the department shall

lity, stability, and resources to implement

forts to coordinate other support services
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or administrative practice which treats a
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· section is added to chapter 36.70 RCW

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ıy a family or other unrelated individuals
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c. 3602).

section is added to chapter 36.70A RCW

No county or city that plans or elects to plan under this chapter may enact or maintain an ordinance, development regulation, zoning regulation or official control, policy, or administrative practice which treats a residential structure occupied by persons with handicaps differently than a similar residential structure occupied by a family or other unrelated individuals. As used in this section, "handicaps" are as defined in the federal fair housing amendments act of 1988 (42 U.S.C. Sec. 3602).

NEW SECTION. **Sec. 24.** This chapter may be known and cited as the "Washington housing policy act."

NEW SECTION. **Sec. 25.** Sections 1 through 6, 12, and 24 of this act shall constitute a new chapter in Title 43 RCW.

Passed the Senate April 20, 1993.
Passed the House April 18, 1993.
Approved by the Governor May 17, 1993.
Filed in Office of Secretary of State May 17, 1993.

CHAPTER 479

[Substitute Senate Bill 5625]

DEATH PENALTY—MENTALLY RETARDED PERSON MAY NOT BE SENTENCED TO DEATH

Effective Date: 7/25/93

AN ACT Relating to imposing the death penalty upon the mentally retarded; and amending RCW 10.95.030, 10.95.070, 10.95.130, and 10.95.140.

Be it enacted by the Legislature of the State of Washington:

Sec. 1. RCW 10.95.030 and 1981 c 138 s 3 are each amended to read as follows:

(1) Except as provided in subsection (2) of this section, any person convicted of the crime of aggravated first degree murder shall be sentenced to life imprisonment without possibility of release or parole. A person sentenced to life imprisonment under this section shall not have that sentence suspended, deferred, or commuted by any judicial officer and the ((~~board of prison terms and paroles~~)) indeterminate sentence review board or its successor may not parole such prisoner nor reduce the period of confinement in any manner whatsoever including but not limited to any sort of good-time calculation. The department of social and health services or its successor or any executive official may not permit such prisoner to participate in any sort of release or furlough program.

(2) If, pursuant to a special sentencing proceeding held under RCW 10.95.050, the trier of fact finds that there are not sufficient mitigating circumstances to merit leniency, the sentence shall be death. In no case, however, shall a person be sentenced to death if the person was mentally

CHILD & ADOLESCENT PSYCHIATRY

TELEPHONE (206) 542-1982

ROBERT S FLEMING II M.D.
16921 14TH AVE. NW
SHORELINE, WA 98177

July 17, 2008

Brian Carroll, MSW, LICSW
President and Chief Executive Officer
Secret Harbor
P.O. Box 440
Anacortes, WA 98221

Dear Brian:

The following is my response to your request to provide information about the characteristics of the youth served by the Agency specific to their mental health and handicapping conditions.

I have been the consulting Psychiatrist for Secret Harbor over the past 30 years. All youth in Secret Harbor's residential settings have a DSM-IV (Diagnostic and Statistical Manual of Mental Disorders) diagnosis assigned by me during an initial evaluation. These diagnoses all are of the severity to require that these youth reside in a residential setting due to their handicapping mental health disorders. In short, their handicapping conditions do not allow them to successfully live in a setting without staff persons to assist them in their daily lives. In addition, these youth's mental conditions manifest themselves in ways to cause their handicapping condition to impact their ability to receive an education without specific individual educational plans in place to address them.

I understand the home proposed to be located in Sedro Woolley will serve the same type of youth described above and I will continue to be the assigned Psychiatrist on an out-patient basis through Secret Harbor's office in Burlington, Washington. Essentially they will be living in the home in a family-like setting with supports from the agency and me as their Psychiatrist.

Sincerely,

Robert S. Fleming II, M.D.

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 13 2008

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 6

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Interlocal with Skagit PUD
DATE: August 13, 2008

ISSUE: Should the Council authorize the Mayor to sign the attached interlocal agreement with Skagit PUD?

BACKGROUND: Skagit PUD No. 1 operates and maintains certain water distribution facilities within the City of Sedro-Woolley Right of Way known as Township Street. The City of Sedro-Woolley plans to construct improvements to its Sanitary Sewer System between Polte Road and Sapp Road. The new sewer main conflicts with the existing water main and services approximately between Project Stations 143+00 and 145+00 (between Northern and Waldron streets) and also at Station 170+41 (Orth Way) requiring removal and replacement or relocation of the water main and associated services at these locations.

Under the provisions of Title 35A RCW the City of Sedro-Woolley is exercising its rights to regulate the utilities located in its right of way, in this instance requiring PUD No. 1 to remove and relocate its facilities to allow for construction of the new sanitary sewer main. PUD No. 1 has agreed to relocate its facilities, and further has chosen to take the opportunity to replace the existing 6" water main between Station 140+00 and Station 145+41 with a new 12" water main. PUD No. 1 has requested that the work be done under the City of Sedro-Woolley's construction contract and agrees to reimburse the City of Sedro-Woolley for costs associated with this work. As part of the city's work, the city will remove and restore asphalt surfacing and bear cost of mobilization and traffic control. The city will invoice PUD No. 1 on completion of the work based on the following bid unit prices and any associated change orders. This agreement needs to be memorialized and due to time constraints, I am asking for approval of the attached or substantially similar agreement with the PUD.

RECOMMENDATION: Motion to authorize the Mayor to sign the attached interlocal agreement with Skagit PUD 1 for construction work on the Township Sewer project in a final form as approved by the City Attorney.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY AND SKAGIT COUNTY PUBLIC UTILITY DISTRICT NUMBER 1

THIS AGREEMENT is made and entered into this _____ day of _____ 2008, by and between the City of Sedro-Woolley, a Washington Municipal Corporation, herein referred to as "CITY," and Skagit County Public Utility District Number 1, herein referred to as "PUD."

WHEREAS, the City is in the process of constructing the Township Trenchless Sanitary Sewer Project,

WHEREAS, as a result of the City's project, two of PUD's water mains are in conflict necessitating a relocation of the PUD water mains as follows: the new sewer main conflicts with the existing water main and services approximately between Project Stations 143+00 and 145+00 (between Northern and Waldron streets) and also at Station 170+41 (Orth Way) requiring removal and replacement or relocation of the water main and associated services at these locations,

WHEREAS, PUD No. 1 has agreed to relocate its facilities, and further has chosen to take the opportunity to replace the existing 6" water main between Station 140+00 and Station 145+41 with a new 12" water main,

WHEREAS, the parties believe the project will be completed most efficiently and cost effectively if the PUD work is conducted pursuant to the City's contract with the prime contractor,

WHEREAS, the City and PUD are each independently authorized by law to conduct such activity; and,

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking which each public agency is authorized to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, including an agency of state government, on a basis of mutual advantage; and,

WHEREAS, it is of mutual advantage to the City and PUD to enter into this Agreement providing a mechanism for the PUD's work related to the City's project to be constructed by the City and paid for by the PUD as part of the Township Trenchless Sanitary Sewer Project (the Project); and,

WHEREAS, it is necessary for the City and the PUD to enter into an agreement setting forth the terms, conditions, and requirements for completing the Project.

NOW, THEREFORE, in consideration for the terms and conditions contained herein and in the documents incorporated herein, the parties agree as follows:

STATEMENT OF WORK

1. The City will assist the PUD in conducting the following:

ITEM	DESCRIPTION	QUAN	UNIT PRICE	EXTENSION
34	Ductile Iron Pipe for Water Main 12-In Dia	541 LF	$ 66.70	$36,084.70
35	Orth Way Water Line Crossing	1 LS	$16,666.00	$16,666.00
38	Service Connection, 1-In Dia	6 EA	$ 833.00	$ 4,998.00
		ESTIMATED TOTAL		$57,748.70

COMPENSATION

2. City will charge PUD for its portion of the services described above at its actual costs (excluding city employees' time) for a maximum compensation not to exceed $70,000.00 without further authorization from PUD. Requests by PUD for any other services by the City shall be negotiated as a mutually agreed amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended to authorize additional compensation.

   It is contemplated that the City will contract for all aspects of the job, and the PUD will reimburse the City for its respective share of the contract costs associated with the scope of work identified above.

   In the event a dispute arises between the City and a contractor that may affect the costs of the work for which PUD is responsible, the City will consult with PUD concerning the dispute and the method of resolution.

   In the event the work requires change orders due to unforeseen conditions or other matters, the City is authorized to approve change orders related to the portion of the work for which PUD is responsible, after consultation with PUD, for a total amount not to exceed the amount provided for in the construction contract for changes, overruns and contingencies.

PAYMENT PROCEDURE

3. The City shall submit invoices to PUD on a monthly basis. Payment shall be made by warrant or account transfer by PUD to the City within 30 days of receipt of the invoice. Details of payment process shall be determined by the parties' respective financial offices.

INDEPENDENT CAPACITY

4. The officials, employees or agents of each party who are engaged in the performance of this Agreement shall continue to be officials, employees or agents of that party and shall not be considered for any purpose to be officials, employees or agents of the other party.

LEGAL RELATIONS

5. Neither party shall be liable for damage or claims which arise from or relate to the performance or non-performance of this Agreement by any other party. Each party shall be responsible only for the negligent acts and omissions of its own officers, employees, and agents, and no party shall be considered the agent of the other.

ASSIGNMENT

6. PUD understands that the City will contract for services to be provided under this agreement and amendments thereto. However, neither party shall assign or convey its interests or obligations under this Agreement without the written consent of the other. There are no third-party beneficiaries of this agreement.

DISPUTES

7. It is expected that any conflicts arising out of the implementation of this Agreement will be resolved at the staff level. In the event that issues cannot be resolved by staff in a timely fashion, the parties agree to elevate the dispute through equivalent management levels of each party, and if necessary to the general manager and City Supervisor.

   In the event that a dispute cannot be resolved in the manner described above, they shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review 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.

AMENDMENT

8. This Agreement shall be amended only by written mutual consent of the parties. Amendments to this agreement may be initiated by any of the parties and will become final after agreement by all parties and appropriate signatories are attached.

TERMINATION

9. This agreement is effective from the date of signature by all parties and remains in effect until modified by written mutual consent or terminated. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. If this Agreement is so terminated, PUD shall be responsible to the City for performance rendered or costs incurred or contracted for in accordance with the terms of this Agreement prior to the effective date of termination, including the cost of any work contracted for by the City or the cost to the City to terminate the contract for said work.

CONTRACT MANAGEMENT

10. The contract administrators shall be the persons listed below. The contract administrator for each party shall be responsible for and shall be the contact person for all notices and communications regarding the performance of this Agreement.

    Skagit PUD No. 1

Mount Vernon, WA 98273
(360)

Eron Berg, City Supervisor
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
(360) 855-9922
Eberg@ci.sedro-woolley.wa.us

GOVERNANCE

11. This Agreement is entered into and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

    In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

    - Applicable state and federal constitution statutes and rules;
    - Statement of work; and
    - Any other provisions of the Agreement, including materials incorporated by reference.

WAIVER

12. A failure by either party 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 writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

13. 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 the Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

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

ADDITIONAL PROVISIONS

15. This Agreement does not create any separate legal entity, create any joint organization, establish any common budget, nor authorize the joint acquisition of any personal or real property.

DATED this _____ day of _____, 2008.

City of Sedro-Woolley

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

SKAGIT PUD No. 1

_____

APPROVED AS TO FORM:

_____

CITY COUNCIL AGENDA
REGULAR MEETING

AUG 13 2008

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 4

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Ending the Sewer Moratorium
DATE: August 13, 2008

ISSUE: Should the Council adopt the attached ordinance ending the sewer moratorium?

BACKGROUND: The City has had a moratorium as a result of sewer capacity issues since June of 2004. As a result of the sewer projects now underway, the public works director is confident that the City's capacity problems no longer exist and therefore, the basis of the moratorium no longer exists.

RECOMMENDATION: Motion to adopt Ordinance ____-08 ending the sewer moratorium.

Ordinance No.

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY ENDING A MORATORIUM ON SUBDIVISIONS IN CERTAIN AREAS SERVED BY THE TOWNSHIP STREET AND METCALF STREET SEWER MAINS

WHEREAS, the Metcalf Street and Township Street sewer mains are surcharging, based on the study by Pace Engineering, and that residential subdivisions which use these mains has occurred or is expected to occur at a very fast rate, which resulted in the immediate need to enact a moratorium until such time as the capacity issues were resolved, and

WHEREAS, the City Council of the City of Sedro-Woolley adopted a moratorium and extended it with modifications through Ordinance No. 1474-04, Ordinance No. 1476-04, Ordinance No. 1492-04, Ordinance No. 1507-05, Ordinance 1528-05, Ordinance 1545-06, Ordinance 1551-06, Ordinance 1559-06, Ordinance 1574-07, Ordinance 1585-07 and Ordinance 1608-08; and

WHEREAS, the Township Street and Metcalf Street lines are now in the process of being reconstructed or rehabilitated allowing for increased capacity and eliminating the basis for the moratorium to continue; now, therefore,

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Duration of the Moratorium. The effective date and duration of Ordinance 1608-08 is hereby amended to end on August 31, 2008.

Section 2. Effective Date. This ordinance shall be in force and take effect five (5) days after its publication according to law.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 13th DAY OF AUGUST, 2008.

CITY OF SEDRO-WOOLLEY:

BY:_____
MIKE ANDERSON, Mayor

ATTEST:

_____
Patsy Nelson, City Clerk-Treasurer

APPROVED AS TO FORM:

_____

Eron Berg, City Attorney