

Next Ord: 1626-08  
Next Res: 786-08

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

December 10, 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 December 2, 2008 Work Session)
- b. Finance
  - Claim Vouchers #65119 to #65233 in the amount of \$233,533.40
  - Payroll Warrants #43955 to #44061 in the amount of \$267,612.83
- c. Appointment of Jim Johnson to Planning Commission
- d. Contract - Jennifer Bouwens - Prosecutor Services for 2009.
- e. Resolution 786-08 - Preauthorized payments for USDA Bond
- f. Interlocal Agreement - City of Sedro-Woolley & Sedro-Woolley School District for shared use of facilities
- g. Interlocal Agreement - Mutual Aid with Skagit County Fire Service Providers
- h. Interlocal Agreement - 2134 River Road/P76300 with Skagit County
- i. Misc. Annual Contracts/Agreements
  1. Skagit County Senior Services
  2. Skagit County Community Action Agency
  3. Skagit Domestic Violence & Sexual Assault Services
  4. Volunteers of America
  5. Loggerodeo
  6. Sedro-Woolley Chamber of Commerce
  7. Skagit Valley Tulip Festival
  8. Skagit Championship Sports
  9. Skagit Performing Arts Guild
  10. Sedro-Woolley Farmers Market
  11. Sedro-Woolley Museum
  12. Sedro-Woolley Riding Club
  13. Lincoln Theatre Center
  14. Shakespeare Northwest
  15. Economic Development Association of Skagit County (EDASC)
  16. Humane Society of Skagit Valley

4. Public Comment (Limited to 3-5 minutes)

**APPEAL**

5. Design Review Board decision for SN-6-08 (*postponed from November 25, 2008*)

**UNFINISHED BUSINESS**

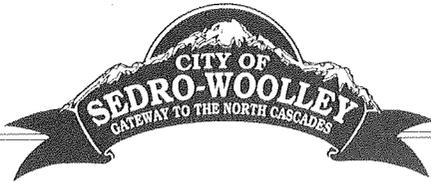
6. Sewer Rate & Fee Ordinance (*tabled from November 25, 2008 to Utility Committee*) (*action requested*)
7. Planning/Development Code Amendments (*2<sup>nd</sup> reading/deferred from October 22, 2008*)  
*Consolidated Planning Procedures Update – Chapter 2.90 SWMC* (*action requested*)

**NEW BUSINESS**

8. 2009 Salary Ordinance (*action requested*)
9. Resolution 787-08 - Adopting Personnel Policies regarding use of Wireless Devices & Executive Leave (*action requested*)
10. Ordinance - Amending SWMC 9.20.070 addressing the use of Text Messages for harassment or intimidation as a crime (*action requested*)
11. Comprehensive Plan Amendments - 2008 Docket (Proposed Ordinance 1 of 2) and Municipal Code modifications (Proposed Ordinance 2 of 2) (*action requested*)

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

*There may be an Executive Session immediately preceding or following the meeting*



DATE: December 10, 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 December 10, 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.

DEC 10 2008

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3a

-----  
CITY OF SEDRO-WOOLLEY  
-----

Regular Meeting of the City Council  
November 25, 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, Planner Moore, Police Chief Wood and Fire Chief Klinger.

Councilmember Meamber requested to place an item on the agenda under New Business as Item 12. The item is at the request of several citizens.

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers #64996 to #65118 in the amount of \$1,338,101.75
  - Payroll Warrants #43849 in the amount of \$212.00 & Payroll Warrants #43850 to #43954 in the amount of \$176,699.45
- Street Closure Request – “the Magic of Christmas” – December 6, 2008 & Community Center Fee Waiver for Santa Breakfast – December 13, 2008
- Riverfront R.V. Park Host Agreement
- Interlocal Agreement No. FD07-019, Amendment No. 2 with State of Washington – Dept. of General Administration
- Resolution – Accepting the Design for PWTF Loan PW-05-PRE-105 as Complete (785-08)
- YMCA Oasis Teen Shelter “Safe Place” Site Agreement
- Real Estate Acquisition
- Economic Development Grant application to Skagit County for SR9/Jameson (Interlocal Agreement)
- Amended Contract – Fire District #8 Part-Time Staffing

Councilmember Colgan moved to approve the consent calendar. Seconded by Councilmember Galbraith. Motion carried (7-0).

Presentation of Mayor’s Recycling Award

Leo Jacobs – Solid Waste Forman, explained the program for the Mayor’s Recycling Award. An award to encourage recycling within the community. He noted that there are two categories; Individual and Business. With the award being new there is no Business award

this time around. Mayor Anderson presented the first Individual Mayor's Recycling Award to Amy Lanning.

#### Public Comment

Paul Chaplin – 315 Warner Street, requested Mayor Anderson to explain in layman's terms the recent correspondence with Skagit County and questioned the status of the building permit from Deluxe.

Mayor Anderson stated that the City has requested the County to do the SEPA and noted there is still an open building permit application from Deluxe on file.

Harold Beitler – 1017 Wicker Road, noted he had addressed the Council at the last meeting and spoke of the seriousness of his comments. He was not trying to be a comedian with his comment on the fire siren. He takes the siren as a sign of respect and as salute of honor.

Brett Sandstrom – 432 Talcott St. – thanked the City for responding to the County's letter and hopes it works out. He also spoke of changes of rules in solid waste and hazardous materials by the EPA. Sandstrom spoke on the resolution passed in May 2007 and addressed the proposal of a new resolution by the citizens which states the City is no longer interested in the Deluxe proposal and urged the Council consider the resolution.

#### **APPEAL**

##### Design Review Board Decision for SN-6-08

At the request of the appellant the item is postponed to a later date.

#### **PUBLIC HEARING**

##### Property Tax Levy Ordinance

Mayor Anderson noted the public hearing for the Property Tax Levy had been held at the last meeting however, if anyone wants to speak they will take comment.

Finance Director Nelson reviewed the 2008 Property Tax percentages and stated the Mayor's proposed 2009 budget and property tax ordinance is for a 0% tax increase for general taxes. She addressed the excess capacity of the tax was requested to not be "banked" noting that after research "banking" is automatic but via a resolution the Assessor's Office Staff will make note of the City's request. Nelson also reviewed the voter approved bond for the 1996 Public Safety Building.

Councilmember London moved to approve Ordinance 1623-08 An Ordinance of the City of Sedro-Woolley Approving the Property Tax Levy. Seconded by Councilmember Colgan. Motion carried (7-0).

Mayor Anderson read a letter from a citizen regarding property tax assessments and an upcoming meeting in Concrete. He stated he will contact Commissioner Sharon Dillon to see if a meeting can be held in Sedro-Woolley as well.

### Sewer Rate & Fee Ordinance

City Supervisor/Attorney Berg reviewed the proposed sewer rate increase which he noted was an anticipated step increase in rates as identified in the rate study conducted earlier this year and is necessary to service the debt borrowed to fund the millions of dollars in projects to address the critical sewer interceptor needs. He addressed the increase in the flow based rates (Commercial) and the progress of the research into a City wide flow based billing to include residential customers. Berg reported a public hearing was held at the last meeting.

Councilmember Galbraith moved to table the increase and refer it back to the Utility Committee. Seconded by Councilmember Splane.

Discussion ensued regarding concern of the commercial rates, affect of the budget, affect of rate increase on commercial customers and equalization of rates between flow based customers and residential.

Motion carried (4-3). (Councilmember London, Lemley and Requa opposed).

### 2009 Budget Ordinance

Finance Director Nelson reviewed using visual aids to show the 2009 Budget revenue projections, revenue sources by fund, expenditures by purpose and expenditures by fund. She noted the budget presented is balanced with revenues equaling expenditures. She also presented a comparison of 2008 vs. 2009 with the total general fund being 11% less for 2009 than 2008.

Mayor Anderson opened the public hearing at 7:30 P.M.

No public comment received.

Mayor Anderson closed the public hearing at 7:31 P.M.

Council discussion ensued to include the affect of the delay of the sewer rate increase and budget passage deadline and adjustments.

Councilmember London moved to Approve Ordinance #1624-08 An Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2009. Councilmember Requa seconded. Motion carried (7-0).

## **NEW BUSINESS**

### Prioritization of Planning Commission Work Topics

Planner Moore reviewed the proposed prioritization of work topics for the Planning Commission as requested by Council at an earlier meeting. Moore reviewed each of the topics and their priority listing.

Council discussion ensued regarding clean up of the development codes with the next phase to review zoning and sub-division chapters.

Councilmember Meamber moved to approve the list that the Planning Commission has proposed. Seconded by Councilmember Splane. Motion carried (7-0).

### Ordinance – Amending Ordinance 1591-07 Adopting the Annual Budget for the Fiscal Year Ending December 31, 2008

Finance Director Nelson reviewed the proposed ordinance for Amending Ordinance #1591-07. She noted that sometimes one item might affect several funds which makes the ordinance look more daunting than it is. Nelson reviewed the changes with explanations for the change.

Councilmember Lemley moved to adopt ordinance #1625-08 An Ordinance Amending Ordinance #1591-07 Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2008. Councilmember Requa seconded. Motion carried (7-0).

### Resolution – *(added at the request of Councilmember Meamber)*

Councilmember Requa recused himself do to a conflict of interest and left the Council bench.

Councilmember Meamber reviewed a proposed resolution which was requested by some citizens. Meamber read the resolution titled “A Resolution Indicating that the City of Sedro-Woolley (Citizens of) does not support the concept presented by Deluxe Recycling for the location of a materials handling facility (Solid Waste Transfer Station) within the City of Sedro-Woolley.

Councilmember Meamber moved to approve resolution #786-08 A Resolution Indicating that the City of Sedro-Woolley (citizens of) does not support the concept presented by Deluxe Recycling for the location of a materials handling facility (solid Waste Transfer Station) within the City of Sedro-Woolley. Seconded by Councilmember Galbraith. Councilmember Galbraith also requested a roll call vote.

City Supervisor/Attorney Berg noted in the absence of City's legal counsel for this issue he strongly cautioned the Council upon voting on such a resolution since there is a pending permit application.

Al Doorn – questioned the role of Attorney Berg as the City Attorney and argued with the Mayor as to what the City is afraid of. Doorn requested the City Council take action.

Annie Janicki – questioned the passage of the original resolution being a legal document and stressed the importance to make a statement to the County and Deluxe and to tell the world that Sedro-Woolley it is not a good place for such a facility. Janicki noted that passage of the proposed resolution would heal the town.

Paul Chaplin – again to the podium, stated that now is the time that the Council take a stand and vote.

Brett Standstrom – 432 Talcott St., talked of the worry of the Council showing emotion on the bench as it would impede the action of Deluxe. He also questioned the civil rights of the Council.

Discussion ensued to include the difference between a legislative action vs. a pending permit process, expression of an opinion of the City Council, wording of the document, the possible significant legal risk to the City, city rules and timing and change of business model.

Mary McGoffin – 268 Burrows Ln., questioned the lack of a two reading of the original resolution and discussed language within the resolution.

Bonnie Dales – 411 Jameson St., noted that the basic request is to recind the original resolution and if rewording is necessary then reword it. She also questioned the Planning Commission prioritization list and the priority rating of zoning being #4 on the list.

Discussion ensued regarding the procedure of the priority list and it was noted that many of the things on the list would be done as a package.

Al Doorn – again to the podium, suggested to the Mayor and City Council to appoint a Citizens Advisory Committee.

Councilmember Meamber withdrew his motion. Councilmember Galbraith withdrew the second.

Councilmember Meamber moved to recind Resolution No. 743-07. Seconded by Councilmember Galbraith.

Roll Call Vote: Councilmember Meamber – yes, Splane – yes, Requa – recused, Colgan – yes, Galbraith – yes, Lemley – yes, London – no Motion carried (5-1-1) (Councilmember London opposed, Councilmember Requa recused).

Councilmember Requa rejoined the Council bench.

## **COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

Police Chief Wood – announced the Gang awareness meeting to be held on December 3, 2008 at 7:00 P.M. at the City Hall Council Chambers.

Fire Chief Klinger – announced the final count of the Fire Bond vote. The vote was still at 55.5% in favor of the issue. Further discussion of the vote will be the topic of the December Council worksession. Chief Klinger wished everyone a Happy Thanksgiving.

Planner Moore – updated Council regarding the request of Beverly Ringhouse to change the City Limits so it didn't go through her house. Moore noted that the process has been completed and recorded and Mrs. Ringhouse expressed her thanks to the Council.

Councilmember Meamber – wished everyone a Happy Thanksgiving.

Councilmember Colgan – noticed the increased patrols of law enforcement and reminded everyone to be sure to wear their seatbelts.

Councilmember Lemley – announced the upcoming Community Thanksgiving Dinner at Cascade Middle School, Thursday from 12:30 to 3:00.

Councilmember London – reported the Personnel Committee met prior to the Council meeting to discuss two issues relating to the Police Department.. The first deals with Part-time staffing during time of war and the second with Sergeant's pay. London reviewed the issue and the recommendation of the Personnel committee to proceed with a Memorandum of Understanding (MOU).

Police Chief Wood noted that the Guild has not yet signed the memorandum but the Guild President noted there have been no objections expressed.

Councilmember Colgan moved to approve a Memorandum of Understanding by and between the City of Sedro-Woolley and the Public Safety Guild regarding part-time staffing during time of war. Seconded by Councilmember Splane . Motion carried (7-0).

Councilmember London reviewed the MOU regarding Sergeant pay with discussion following.

Councilmember Lemley moved to adopt the Memorandum of Understanding by and between the City of Sedro-Woolley and Sedro-Woolley Public Safety Guild regarding Sergeant Pay. Seconded by councilmember Meamber. Motion carried (7-0).

Police Chief Wood thanked the Council for their action. He noted the good rapport with the Public Safety Guild and it's nice to work things out in this manner.

Mayor Anderson wished everyone a Happy Thanksgiving.

Councilmember Lemley moved to adjourn. Seconded by Councilmember Colgan. Motion carried (7-0).

The meeting adjourned at 8:20 P.M.

DEC 10 2008

-----  
CITY OF SEDRO-WOOLLEY  
-----

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3a

Council Work Session of the City Council  
December 2, 2008 – 7:00 P.M. – City Hall Council Chambers

The worksession was called to order at 7:01 P.M.

ROLL CALL: Present: Councilmembers Ted Meamber, Tony Splane, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: City Supervisor/Attorney Berg, Fire Chief Klinger and Asst. Fire Chief Olson

**Fire Bond Results**

- Fire Chief Klinger discussed the results of the November election for the Fire Bond. He also presented some options. Council discussion ensued with the consensus of the Council to run the bond election again sometime in 2009 depending on economic conditions.

**Invitation for Bid – State of Washington**

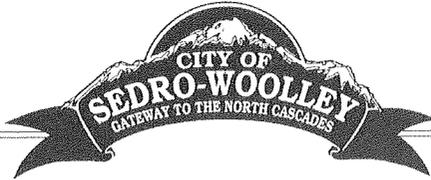
- City Supervisor/Attorney Berg discussed an invitation for bid from the State of Washington for fire service at the Northern State Campus.

The meeting adjourned at 8:00 P.M.

CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 10 2008

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 36



DATE: December 10, 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 December 10, 2008.

Motion to approve Claim Vouchers #65119 to #65233 in the amount of \$233,533.40.

Motion to approve Payroll Warrants #43955 to #44061 in the amount of \$267,612.83.

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.

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
65119	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	460.57
		POSTAGE	SAN	219.65
		OPERATING SUPPLIES	SWTR	28.35
		WARRANT TOTAL		708.57
65120	ADVANCE TRAVEL	TRAVEL	PD	90.00
		WARRANT TOTAL		90.00
65121	ALLELUJAH BUSINESS SYSTEMS	OPERATING SUPPLIES	SWR	3.24
		WARRANT TOTAL		3.24
65122	ALL-PHASE ELECTRIC	OPERATING SUPPLIES	ST	20.74
		WARRANT TOTAL		20.74
65123	ALPINE FIRE & SAFETY	SUPPLIES & BOOKS	FD	113.18
		WARRANT TOTAL		113.18
65124	A.T.V. ACCESSORIES	REPAIR & MAINTENANCE	CS	54.00
		REPAIR/MT-SMALL TOOLS EQUIP PK		21.60
		REPAIR/MT-SMALL TOOLS EQUIP PK		10.80
		REPAIR/MT-SMALL TOOLS EQUIP PK		32.40
		WARRANT TOTAL		118.80
65125	ARAMARK UNIFORM SERVICES	LAUNDRY	CS	40.96
		LAUNDRY	PK	24.86
		LAUNDRY	PK	78.35
		MISC-LAUNDRY	ST	22.90
		LAUNDRY	SWR	25.79
WARRANT TOTAL		192.86		
65126	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	8,426.10
		WARRANT TOTAL		8,426.10
65127	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	997.50
		AUTO FUEL/DIESEL	FD	411.90
		AUTO FUEL/DIESEL	CEM	136.57
		AUTO FUEL/DIESEL	ST	86.16
		AUTO FUEL/DIESEL	ST	444.33
		AUTO FUEL/DIESEL	ST	144.51
		MAINT OF GENERAL EQUIP	SWR	64.02
		AUTO FUEL/DIESEL	SWR	29.89
		AUTO FUEL/DIESEL	SWR	103.53
		AUTO FUEL/DIESEL	SWR	97.98
		AUTO FUEL/DIESEL	SAN	64.89
		AUTO FUEL/DIESEL	SAN	1,726.53
		AUTO FUEL/DIESEL	SAN	1,325.10
		WARRANT TOTAL		5,632.91
		65128	BANK OF AMERICA	SUPPLIES/BOOKS
MISC-TUITION/REGISTRATION	PLN			75.00
OFFICE EQUIPMENT	PLN			1,687.52
OFFICE/OPERATING SUPPLIES	PD			25.90

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TRAVEL	PD	97.15
		HOLIDAY DISPLAYS	PK	86.37
		MISC-TUITION/REGISTRATION	SWR	89.00
		WARRANT TOTAL		2,424.29
65129	BANK OF AMERICA	SUPPLIES	LIB	85.05
		EARLY LITERACY	LIB	755.99
		EARLY LITERACY	LIB	199.00
		EARLY LITERACY	LIB	199.00
		BOOKS SKAGIT COUNTY	LIB	309.53
		BOOKS SKAGIT COUNTY	LIB	301.35
		WARRANT TOTAL		1,849.92
65130	BAY CITY SUPPLY	OPERATING SUPPLIES	FD	115.57
		OPERATING SUPPLIES	FD	34.07
		OPERATING SUP - SENIOR CTR	PK	162.05
		OPERATING SUP - CITY HALL	PK	120.66
		OPERATING SUP - CITY HALL	PK	67.53
		WARRANT TOTAL		431.74
65131	BEITLER, HAROLD	RETIRED MEDICAL	PD	1,272.00
		WARRANT TOTAL		1,272.00
65132	ECOTONE SOLUTIONS LLC	PROFESSIONAL SERVICES	ENG	1,725.00
		WARRANT TOTAL		1,725.00
65133	BLACKLINE, INC.	ROADWAY - CRACK SEAL	ART	1,385.39
		ROADWAY - SLURRY SEAL	AST	1,045.12
		WARRANT TOTAL		2,430.51
65134	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	121.01
		UNIFORMS/ACCESSORIES	PD	221.39
		UNIFORMS/ACCESSORIES	PD	41.90
		WARRANT TOTAL		384.30
65135	BOUWENS, JENNIFER A.	PROSECUTING ATTY	JUD	2,500.00
		PROSECUTING ATTY	JUD	410.00
		WARRANT TOTAL		2,910.00
65136	BRAT WEAR	UNIFORMS/ACCESSORIES	PD	407.70
		MACHINERY & EQUIPMENT	PD	2,183.44
		MACHINERY & EQUIPMENT	PD	480.82
		WARRANT TOTAL		3,071.96
65137	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	17.60
		WARRANT TOTAL		17.60
65138	CENVEO	OFFICE/OPERATING SUPPLIES	PD	127.93
		WARRANT TOTAL		127.93
65139	CEMEX	CONTRACTED OVERLAY	ST	5,564.84
		WARRANT TOTAL		5,564.84

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 12/10/2008 (Printed 12/05/2008 08:49)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
65140	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	122.01
		OPERATING SUPPLIES	ST	67.90
		WARRANT TOTAL		189.91
65141	COMCAST	COMPUTER NETWORK	CS	71.97
		TELEPHONE	PD	13.99
		TELEPHONE	FD	13.99
		WARRANT TOTAL		99.95
65142	CONCRETE NOR'WEST, INC.	OPERATING SUPPLIES	ST	170.16
		WARRANT TOTAL		170.16
65143	COOK PAGING (WA)	TELEPHONE	FD	6.26
		WARRANT TOTAL		6.26
65144	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	85.59
		WARRANT TOTAL		85.59
65145	SKAGIT WEEKLY NEWS GROUP	PRINTING/PUBLICATIONS	PD	116.64
		WARRANT TOTAL		116.64
65146	CRYSTAL SPRINGS	OPERATING SUPPLIES	SAN	10.42
		WARRANT TOTAL		10.42
65147	DC'S PRINTING & AWARDS	PROFESSIONAL SERVICES	PD	17.28
		OPERATING SUPPLIES	FD	18.90
		WARRANT TOTAL		36.18
65148	DAY WIRELESS SYSTEMS INC	REPAIR & MAINT - AUTO	PD	45.90
		REPAIR & MAINT - AUTO	PD	68.85
		REPAIR/MAINTENANCE	PD	347.76
		WARRANT TOTAL		462.51
65149	E & E LUMBER	OPERATING SUP - RIVERFRONT	PK	68.10
		OPERATING SUP - RIVERFRONT	PK	32.08
		OPERATING SUP - RIVERFRONT	PK	41.00
		REPAIR/MAINTENANCE-EQUIP	ST	64.79
		OPERATING SUPPLIES	ST	109.51
		OPERATING SUPPLIES	SAN	30.69
		WARRANT TOTAL		346.17
65150	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	623.00
		PROFESSIONAL SERVICES	SWR	66.00
		WARRANT TOTAL		689.00
65151	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	87.99
		SUPPLIES	FIN	118.53
		SUPPLIES	FIN	4.74
		WARRANT TOTAL		211.26
65152	FAB-TECH	REPAIRS/MAINT-EQUIP	FD	59.40
		WARRANT TOTAL		59.40

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
65153	FEDERAL EXPRESS CORP.	ENGINEERING-SKAGIT PROJECT AST	61.04
		WARRANT TOTAL	61.04
65154	GAYLORD BROS.	SUPPLIES LIB	67.94
		SUPPLIES LIB	221.96
		WARRANT TOTAL	289.90
65155	GREAT AMERICA LEASING COR	EQUIPMENT LEASES CS	269.89
		EQUIPMENT LEASES CS	308.99
		WARRANT TOTAL	578.88
65156	HACH COMPANY	OPERATING SUPPLIES SWR	185.47
		WARRANT TOTAL	185.47
65157	HAINES TREE & SPRAY SERVICE	OPERATING SUP - GOLF PK	286.21
		WARRANT TOTAL	286.21
65158	HAYDEN, PATRICK	ENGINEERING-SKAGIT PROJECT AST	750.00
		WARRANT TOTAL	750.00
65159	HEWLETT PACKARD CO.	NETWORK HARDWARE IT	1,200.96
		WARRANT TOTAL	1,200.96
65160	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL PD	133.70
		WARRANT TOTAL	133.70
65161	HOSE SHOP INC. (THE)	MAINT OF GENERAL EQUIP SWR	15.68
		WARRANT TOTAL	15.68
65162	HORIZON BANK	CONSTRUCTION - SR20 LINE PWT	158.60
		WARRANT TOTAL	158.60
65163	H.W. LOCHNER, INC.	ENGINEERING-JAMESON SR9 AST	32,034.42
		WARRANT TOTAL	32,034.42
65164	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE PD	7.72
		WARRANT TOTAL	7.72
65165	INGRAM LIBRARY SERVICES	BOOKS SKAGIT COUNTY LIB	11.69
		BOOKS SKAGIT COUNTY LIB	445.55
		BOOKS SKAGIT COUNTY LIB	98.41
		BOOKS SKAGIT COUNTY LIB	5.82
		BOOKS SKAGIT COUNTY LIB	47.19
		BOOKS SKAGIT COUNTY LIB	21.35
		BOOKS SKAGIT COUNTY LIB	56.19
		BOOKS SKAGIT COUNTY LIB	5.69
		WARRANT TOTAL	691.89
65166	KESSELRING'S	AMMUNITION PD	77.65
		WARRANT TOTAL	77.65
65167	LEONARD BOUDINOT & SKODJE	OTHER IMPROVEMENTS SWR	1,431.25

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,431.25
65168	LISSER & ASSOC.	PROF SVS-ENGINEERING	SWR	50.75
		WARRANT TOTAL		50.75
65169	LOUIS AUTO GLASS	REPAIRS/MAINT-EQUIP	SAN	494.64
		REPAIRS/MAINT-EQUIP	SAN	247.87
		WARRANT TOTAL		742.51
65170	MARK E. CHRIST, ARCHITECT	BINGHAM PARK BLDG	PK	580.00
		EVIDENCE/STORAGE BUILDING	CH	300.00
		WARRANT TOTAL		880.00
65171	MCCANN, WILLIAM R.	INDIGENT DEPEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
65172	MCLOUGHLIN & EARDLEY CORP	VEHICLES	PD	152.64
		WARRANT TOTAL		152.64
65173	MARTIN MARIETTA MATERIALS	CONTRACTED OVERLAY	ST	1,916.68
		CONTRACTED OVERLAY	ST	617.26
		WARRANT TOTAL		2,533.94
65174	MINER, MICHELLE	TRAVEL	PD	11.50
		WARRANT TOTAL		11.50
65175	NORTHWEST HYDROGEO CONSULT	PROFESSIONAL SERVICES	SWR	470.00
		WARRANT TOTAL		470.00
65176	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	91.83
		TELEPHONE	LGL	30.60
		TELEPHONE	IT	30.61
		PUBLIC UTILITIES	CS	30.61
		TELEPHONE	PLN	30.60
		NEXTEL CELL PHONES		61.20
		TELEPHONE	PD	520.20
		TELEPHONE	FD	214.27
		TELEPHONE	INSP	30.61
		TELEPHONE	PK	350.99
		TELEPHONE	CEM	61.20
		TELEPHONE	ST	183.60
		NEXTEL CELL PHONES		306.10
		NEXTEL CELL PHONES	SAN	183.60
		WARRANT TOTAL		2,126.02
65177	NORTH CASCADE FORD	REPAIRS/MAINT-EQUIP	SAN	30.24
		WARRANT TOTAL		30.24
65178	NORTH CASCADE VET HOSPITAL	PROFESSIONAL SERVICES	PD	35.20
		WARRANT TOTAL		35.20
65179	OASYS	REPAIRS & MAINTENANCE	PD	59.40

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIRS/MAINT-EQUIP	FD 59.40
		WARRANT TOTAL	118.80
65180	OFFICE DEPOT	SUPPLIES	FIN 101.71
		OFFICE/OPERATING SUPPLIES	PD 19.70
		OFFICE/OPERATING SUPPLIES	PD 73.33
		OFFICE/OPERATING SUPPLIES	PD 18.46
		MACHINERY & EQUIPMENT	PD 64.78
		OFFICE SUPPLIES	FD 73.33
		OFFICE SUPPLIES	SAN 85.52
		WARRANT TOTAL	436.83
65181	OLIVER-HAMMER CLOTHES	CLOTHING	SAN 97.18
		CLOTHING	SAN 75.58
		CLOTHING	SAN 97.18
		CLOTHING	SAN 24.79
		WARRANT TOTAL	100.37
65182	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD 350.52
		REPAIRS/MAINT-EQUIP	SAN 906.41
		REPAIRS/MAINT-EQUIP	SAN 45.36
		REPAIRS/MAINT-EQUIP	SAN 1,705.25
		REPAIRS/MAINT-EQUIP	SAN 274.01
		WARRANT TOTAL	3,281.55
65183	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB 32.67
		POSTAGE	LIB 1.68
		BOOKS SKAGIT COUNTY	LIB 42.81
		WARRANT TOTAL	77.16
65184	PITTMAN, HAROLD	RETIRED MEDICAL	PD 19.00
		WARRANT TOTAL	19.00
65185	PLATT	MAINT OF GENERAL EQUIP	SWR 24.13
		WARRANT TOTAL	24.13
65186	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS 143.41
		PUBLIC UTILITIES	PD 16.40
		UTILITIES-RIVERFRONT	PK 219.94
		UTILITIES-TRAIN	PK 16.40
		UTILITIES-HAMMER SQUARE	PK 251.76
		UTILITIES-BINGHAM & MEMORIAL P	30.24
		UTILITIES - OTHER	PK 27.40
		PUBLIC UTILITIES	CEM 50.48
		PUBLIC UTILITIES	ST 33.08
		PUBLIC UTILITIES	LIB 22.08
		PUBLIC UTILITIES	SWR 205.30
		PUBLIC UTILITIES	SAN 35.92
		WARRANT TOTAL	1,052.41
65187	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS 2,568.18
		PUB UTILITIES-MALL	CS 60.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		PUB UTILITIES-MALL CS	8.61
		PUBLIC UTILITIES PD	41.30
		REPAIRS & MAINTENANCE PD	8.61
		UTILITIES-RIVERFRONT PK	556.50
		UTILITIES-COMMUNITY CTR PK	171.08
		UTILITIES-SENIOR CENTER PK	339.17
		UTILITIES - GOLF PK	43.91
		UTILITIES-TRAIN PK	108.59
		UTILITIES-HAMMER SQUARE PK	319.32
		UTILITIES-BINGHAM & MEMORIAL P	78.75
		UTILITIES - SHOP PK	119.53
		UTILITIES - OTHER PK	8.61
		PUBLIC UTILITIES CEM	57.18
		PUBLIC UTILITIES ST	116.62
		PUBLIC UTILITIES ST	60.27
		PUBLIC UTILITIES ST	242.46
		PUBLIC UTILITIES ST	86.77
		PUBLIC UTILITIES LIB	261.52
		ADVERTISING HOT	34.53
		PUBLIC UTILITIES SWR	8,924.14
		PUBLIC UTILITIES SAN	184.09
		WARRANT TOTAL	14,399.74
65188	PUGET SOUND LEASING CO. INC	UTILITIES-RIVERFRONT PK	25.33
		UTILITIES-COMMUNITY CTR PK	32.75
		UTILITIES-SENIOR CENTER PK	136.24
		PUBLIC UTILITIES SWR	150.76
		WARRANT TOTAL	345.08
65189	PURCHASE POWER	POSTAGE JUD	247.40
		POSTAGE FIN	966.41
		POSTAGE LGL	1.79
		POSTAGE LGL	1.79
		POSTAGE PLN	269.57
		POSTAGE ENG	308.02
		POSTAGE PD	139.64
		POSTAGE FD	19.77
		POSTAGE INSP	4.17
		POSTAGE CEM	11.91
		POSTAGE SWR	191.92
		POSTAGE SAN	191.92
		WARRANT TOTAL	2,354.31
65190	R & D SUPPLY, INC.	MAINTENANCE OF LINES SWR	469.80
		WARRANT TOTAL	469.80
65191	READERS DIGEST	BOOKS SKAGIT COUNTY LIB	15.00
		WARRANT TOTAL	15.00
65192	REGION 3 FIRE COUNCIL	MISCELLANEOUS FD	180.00
		WARRANT TOTAL	180.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
65193	RIGHT WAY PLUMBING	REPAIR/MAINTENANCE-EQUIP	ST	1,782.00
		WARRANT TOTAL		1,782.00
65194	SR20 MOTORSPORTS, LLC	PROFESSIONAL SERVICES	SAN	59.40
		WARRANT TOTAL		59.40
65195	SCHWETZ CONSTRUCTION INC	OTHER IMPROVEMENTS	SWR	6,030.00
		WARRANT TOTAL		6,030.00
65196	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUP - COMM CENTER PK		5.93
		REPAIR/MT-SMALL TOOLS EQUIP PK		55.90
		REPAIR/MT-SMALL TOOLS EQUIP PK		56.33
		REPAIR/MT-SMALL TOOLS EQUIP PK		22.84
		REPAIRS/MAINT-EQUIP	SAN	4.10
		WARRANT TOTAL		145.10
65197	SEDRO-WOOLLEY CHAMBER OF	ADVERTISING-CHAMBER/COMERC HOT		2,729.57
		WARRANT TOTAL		2,729.57
65198	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		4,785.00
		WARRANT TOTAL		4,785.00
65199	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	11,876.50
		WARRANT TOTAL		11,876.50
65200	SKAGIT COUNTY GOVERNMENT	OPERATING LEASE-COMPUTER	PD	6,258.20
		PROFESSIONAL SERVICES	FD	481.36
		WARRANT TOTAL		6,739.56
65201	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	41,396.60
		WARRANT TOTAL		41,396.60
65202	SKAGIT COUNTY SHERIFF	PRISONERS	PD	6,478.50
		PRISONERS	PD	6,371.48
		PRISONERS	PD	906.47
		WARRANT TOTAL		13,756.45
65203	SKAGIT COUNTY SHERIFF OFF	TUITION/REGISTRATION	PD	575.00
		WARRANT TOTAL		575.00
65204	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	116.73
		WARRANT TOTAL		116.73
65205	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	ST	16.19
		OPERATING SUPPLIES-PROPANE	ST	16.68
		WARRANT TOTAL		32.87
65206	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	28.51
		LEGAL PUBLICATIONS	LGS	28.51
		LEGAL PUBLICATIONS	LGS	28.50
		LEGAL PUBLICATIONS	LGS	28.51
		ADVERTISING/LEGAL PUBLIC	PLN	110.86

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		ADVERTISING/LEGAL PUBLIC	PLN	101.36
		WARRANT TOTAL		326.25
65207	SMILEY'S INC.	REPAIRS/MAINT-EQUIP	SAN	9.94
		WARRANT TOTAL		9.94
65208	SOUND OCEAN METAL FAB	MAINT OF GENERAL EQUIP	SWR	56.70
		WARRANT TOTAL		56.70
65209	SPOKANE CO. LIBRARY DIST.	TRAVEL	LIB	217.00
		WARRANT TOTAL		217.00
65210	SPRINT	TELEPHONE	FD	59.99
		WARRANT TOTAL		59.99
65211	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
65212	STRIDER CONST. CO INC.	CONSTRUCTION - SR20 LINE	PWT	3,267.08
		WARRANT TOTAL		3,267.08
65213	SUNRISE CAR WASH	REPAIR & MAINTENANCE	CS	159.00
		WARRANT TOTAL		159.00
65214	SUNDOWNER KUSTOM KLEANING	OPERATING SUP - CITY HALL	PK	945.80
		REPAIRS/MT-COMMUNITY CTR	PK	875.20
		WARRANT TOTAL		1,821.00
65215	TAYLOR, PAUL	RETIRED MEDICAL	PD	75.52
		WARRANT TOTAL		75.52
65216	TASER INTERNATIONAL	TRAINING SUPPLIES	PD	95.00
		WARRANT TOTAL		95.00
65217	TKE CORP	REPAIR & MAINTENANCE	CS	631.81
		WARRANT TOTAL		631.81
65218	TORGGY'S CUSTOM	REPAIR & MAINT - AUTO	PD	2,228.40
		WARRANT TOTAL		2,228.40
65219	TRAIL ROAD EXPRESS LUBE	SUPPLIES & BOOKS	FD	22.32
		WARRANT TOTAL		22.32
65220	TRUE VALUE	OFFICE/OPERATING SUPPLIES	IT	4.85
		OFFICE/OPERATING SUPPLIES	IT	9.71
		OFFICE/OPERATING SUPPLIES	PD	40.47
		OFFICE/OPERATING SUPPLIES	PD	6.45
		OFFICE/OPERATING SUPPLIES	PD	37.77
		OPERATING SUPPLIES	FD	1.47
		OPERATING SUP - CITY HALL	PK	2.15
		BINGHAM PLAY EQUIP	PK	43.47
		HOLIDAY DISPLAYS	PK	29.66

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		HOLIDAY DISPLAYS	PK	38.85
		HOLIDAY DISPLAYS	PK	29.45
		HOLIDAY DISPLAYS	PK	15.38
		OPERATING SUPPLIES	ST	1.06
		OPERATING SUPPLIES	ST	.95
		OPERATING SUPPLIES	SAN	2.59
		WARRANT TOTAL		264.28
65221	HAWKINGS, JAMES DBA	OTHER IMPROVEMENTS-RVFRNT	PK	162.00
		WARRANT TOTAL		162.00
65222	USI INC.	OFFICE/OPERATING SUPPLIES	PD	40.78
		OFFICE/OPERATING SUPPLIES	PD	52.66
		WARRANT TOTAL		93.44
65223	VALLEY AUTO SUPPLY	OPERATING SUPPLIES	FD	60.78
		REPAIR/MT-SMALL TOOLS EQUIP	PK	40.00
		OPERATING SUPPLIES	SAN	18.25
		SMALL TOOLS & MINOR EQUIP	SAN	505.45
		SMALL TOOLS & MINOR EQUIP	SAN	23.75
		SMALL TOOLS & MINOR EQUIP	SAN	.54
		WARRANT TOTAL		648.77
65224	VERIZON NORTHWEST	TELEPHONE	PD	53.24
		TELEPHONE	LIB	112.05
		WARRANT TOTAL		165.29
65225	WA STATE CRIMINAL JUSTICE	TUITION/REGISTRATION	PD	200.00
		WARRANT TOTAL		200.00
65226	WA ST DEPT OF NATURAL RES	TAXES AND ASSESSMENTS	ST	17.40
		WARRANT TOTAL		17.40
65227	WA STATE DEPT OF TRANSP	TUITION/REGISTRATION	ENG	75.00
		WARRANT TOTAL		75.00
65228	WA STATE DEPT OF REVENUE	TAXES AND ASSESSMENTS	PK	15.24
		TAXES AND ASSESSMENTS	CEM	24.45
		OPERATING SUPPLIES	ST	35.92
		REPAIR/MAINTENANCE-EQUIP	ST	13.31
		TAXES AND ASSESSMENTS	LIB	5.39
		BOOKS SKAGIT COUNTY	LIB	24.16
		OPERATING SUPPLIES	SWR	4.82
		TAXES AND ASSESSMENTS	SWR	3,988.35
		TAXES & ASSESSMENTS	SAN	4,355.25
		WARRANT TOTAL		8,466.89
65229	WA ST DEPT OF TRANSPORT	ENGINEERING-SKAGIT PROJECT	AST	5,233.61
		WARRANT TOTAL		5,233.61
65230	WA ST DEPT OF TRANS	ENGINEERING-SKAGIT PROJECT	AST	47.41
		WARRANT TOTAL		47.41

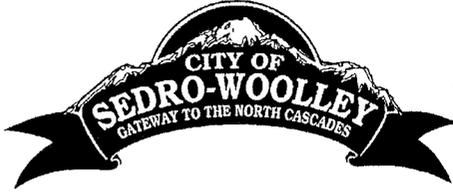
WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
65231	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	5,820.40
		WARRANT TOTAL	5,820.40
65232	WEST PAYMENT CTR	AMMUNITION	PD 78.84
		WARRANT TOTAL	78.84
65233	WOOD'S LOGGING SUPPLY INC	REPAIRS/MAINT-EQUIP	FD 17.26
		OPERATING SUPPLIES	SAN 7.56
		OPERATING SUPPLIES	SAN 144.67
		WARRANT TOTAL	169.49
		RUN TOTAL	233,533.40

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	80,666.24
101	PARK FUND	6,786.72
102	CEMETERY FUND	341.79
103	STREET FUND	11,836.09
104	ARTERIAL STREET FUND	40,556.99
105	LIBRARY FUND	3,566.07
108	STADIUM FUND	2,764.10
331	CITY HALL CONST FUND	300.00
332	PWTF SEWER CONSTRUCTION FUND	3,425.68
401	SEWER FUND	24,068.19
412	SOLID WASTE FUND	54,408.18
425	STORMWATER	28.35
621	SUSPENSE FUND	4,785.00
TOTAL		233,533.40

DEPARTMENT	AMOUNT
001 000 000	5,820.40
001 000 011	114.03
001 000 012	8,530.89
001 000 014	1,405.23
001 000 015	150.91
001 000 017	1,246.13
001 000 018	4,347.43
001 000 019	2,638.26
001 000 020	2,169.22
001 000 021	40,437.38
001 000 022	13,771.58
001 000 024	34.78
FUND CURRENT EXPENSE FUND	80,666.24
101 000 076	6,786.72
FUND PARK FUND	6,786.72
102 000 036	341.79
FUND CEMETERY FUND	341.79
103 000 042	11,836.09
FUND STREET FUND	11,836.09
104 000 042	40,556.99
FUND ARTERIAL STREET FUND	40,556.99
105 000 072	3,566.07
FUND LIBRARY FUND	3,566.07
108 000 019	2,764.10
FUND STADIUM FUND	2,764.10
331 000 012	300.00
FUND CITY HALL CONST FUND	300.00
332 000 082	3,425.68
FUND PWTF SEWER CONSTRUCTION FUND	3,425.68
401 000 035	24,068.19
FUND SEWER FUND	24,068.19
412 000 037	54,408.18
FUND SOLID WASTE FUND	54,408.18
425 000 039	28.35
FUND STORMWATER	28.35
621 000 000	4,785.00
FUND SUSPENSE FUND	4,785.00
TOTAL	233,533.40

**CITY COUNCIL AGENDA  
REGULAR MEETING**

**DEC 10 2008**



7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 36

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

Mike Anderson  
Mayor

---

MEMO TO: City Council  
RE: Planning Commissioner Appointment  
DATE: December 10, 2008

AGENDA LOCATION: Consent

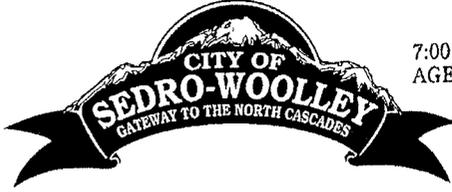
ISSUE: Should the Council confirm the Mayor's appointment of Jim Johnson to the Planning Commission?

BACKGROUND: Jim Johnson completed Dan Lefeber's term, serving from October to December of this year. His short term is over and he is now ready to be appointed to a full term. SWMC 2.48 empowers the Mayor to appoint and the Council to confirm the appointment. A Commissioner's term is six years; Jim's new term will expire on December 31<sup>st</sup> 2014.

RECOMMENDATION: Motion to confirm the Mayor's appointment of Jim Johnson to the Planning Commission.

**CITY COUNCIL AGENDA  
REGULAR MEETING**

DEC 10 2008



7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 30

**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: Prosecutor contract  
DATE: December 10, 2008

AGENDA PLACEMENT: Consent

ISSUE: Attached is a contract between the City and Jennifer Bouwens for prosecutor services in 2009. This contract is identical to the 2008 contract.

This contract is within the 2009 budget as approved by the Council on the 25<sup>th</sup> of November.

REQUEST FOR ACTION:

1. Motion to approve the contract.

## **AGREEMENT FOR LEGAL SERVICES**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of December, 2008, by and between the CITY OF SEDRO-WOOLLEY, acting by and through its City Attorney, hereinafter referred to as the "City," and JENNIFER BOUWENS, hereinafter referred to as the "Law Firm."

**WHEREAS** the City has need of legal services for the provision of a competent attorney to effectively prosecute those people charged by the City with misdemeanors in the Sedro-Woolley Municipal Court, including appeals at all appellate levels; and

**WHEREAS** the Law Firm has expertise in this area of practice, and is able to provide advice and representation;

**NOW, THEREFORE**, it is hereby agreed as follows:

1. Legal Services: The Law Firm agrees to provide legal services in connection with the City's Request for Proposals ("RFP") dated October 1, 2006. For the purposes of this Agreement, the aforesaid RFP is incorporated into this agreement as though fully set forth. Agreed deviations from the RFP and responsive proposal include: (a) Limits for liability insurance are set at \$500,000.00; and (b) compensation is fixed regardless of the number of trials within the contract term.
2. Service: The Law Firm will make every effort to expedite such legal matters promptly and efficiently according to the highest legal and ethical standards.
3. Term: Services to be provided pursuant to this agreement shall commence on January 1, 2009, and terminate on December 31, 2009. The term of this agreement may be extended upon the mutual agreement of the parties.
4. Fees: For the work under this agreement, the City shall pay the Law Firm as sole compensation for the services performed under this agreement, the sum of \$2,500.00 per month. Additionally, the City agrees to reimburse Law Firm for its actual costs in attending one WSAMA conference in 2009, up to a maximum of \$1,000.00.
5. Services are Personal: The legal services described herein shall be provided by the following attorneys: Jennifer Bouwens. The City has entered into this agreement based upon the skills and qualifications of the attorneys named above, who will provide the services described herein. While this attorney will be the primary attorney providing such services, the Law Firm may, from time to time, assign other attorneys to provide services with the City's consent as to individuals assigned.
4. Billing Procedures: Billings should be submitted on a monthly basis. Each billing statement should set forth for each date services were performed:

A brief summary of the services provided;  
The number of hours, or fractions of hours, spent by each provider.

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. In no event shall the total of the City's payment pursuant to this Agreement exceed the amount set forth hereinabove.

5. Interaction with City:

A. The City Attorney for the City shall be responsible for managing this contract on behalf of the City.

B. The Law Firm will keep City well informed of all disputes between the Law Firm and its clients represented pursuant to this Agreement. The Law Firm, at such times and such form as the City may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this agreement.

6. Independent Contractor Status: The Law Firm shall at all times perform its duties and responsibilities and carry out all services as an independent contractor.

The Law Firm, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits, and tax certificates. The Law Firm shall maintain a professional liability policy with policy limits as set forth in the RFP to protect Law Firm and the City from losses and claims which may arise out of or result from performance of duties related to this Agreement, including Worker's Compensation and professional liability insurance.

The Law Firm shall obtain a business license under the Sedro-Woolley Municipal Code.

7. Suspension or Termination:

A. Disposal of files upon termination of contract.

B. Disposition of open cases upon termination of contract.

C. City may suspend or terminate the performance of services under this Agreement by written notice to the Law Firm, in whole, or from time to time in part, at the City's discretion based upon Law Firms violation of the terms of this Agreement.

8. Indemnification: The Law Firm shall indemnify and hold harmless the City, its officials, officers, agents, employees, volunteers, and representatives from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and cost arising out of or occasioned by the negligent performance, negligent acts, and/or omissions by the Law Firm and its employees relative to any activity and/or services covered hereunder. In the event of

recovery due to the aforementioned circumstances, the Law Firm shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

- 9. Non-discrimination: The Law Firm agrees to take all necessary and affirmative steps to ensure compliance with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Law Firm shall not discriminate in any employment action or in the representation of any client because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap.

In the event of non-compliance by the Law Firm with any of the non-discrimination provisions of this Agreement, the City will have the right, at its option, to cancel the Agreement in whole or in part by written notice. If the Agreement is canceled after partial performance, the City will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed.

- 10. Conflict of Interest: In addition to Rule of Professional Conduct 1.7, the Law Firm shall comply with all federal and state conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement.

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

**CITY OF SEDRO-WOOLLEY**

**LAW FIRM**

By \_\_\_\_\_  
Mayor signature

By \_\_\_\_\_  
Jennifer Bouwens  
WSBA No. 32768

Tax ID # \_\_\_\_\_

Attest:

306 Pine Street No. B  
Mount Vernon, WA 98273

\_\_\_\_\_  
Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
City Attorney

DEC 10 2008

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3e

# Memorandum

**To:** Mayor Anderson & City Council Members

**From:** Patsy Nelson *Patsy*

**Date:** 12/2/2008

**Re:** Preauthorized payments for USDA Bond

---

**ISSUE:** Should the City preauthorize payments through its financial institution for the USDA bond?

**BACKGROUND:** The annual bond payment for City Hall is \$150,549.75, payable to USDA, for the next 40 years. USDA strongly encourages loan recipients to preauthorize the annual loan payments. As preauthorized payments are outside of the normal warrant process, Council approval is required.

**REQUEST FOR ACTION:** by motion approve Resolution # \_\_\_\_\_ A resolution of the City Council of the City of Sedro-Woolley, Washington, preauthorizing the annual payment on the GO Bond held by USDA, and authorizing the Mayor to enter into an agreement for such payments.

Resolution No. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, PREAUTHORIZING THE ANNUAL PAYMENT ON THE GO BOND HELD BY USDA, AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR SUCH PAYMENTS.

WHEREAS, the City Council has determined that certain claim warrants and payments are necessary at the time of need and must be released prior to Council approval; and

WHEREAS, the United States Department of Agriculture Rural Development requires the annual payment in the sum of \$150,549.75 on the GO bond which is held by them to be automatically debited from the City's primary checking account.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF CITY OF SEDRO-WOOLLEY, WASHINGTON, as follows:

1. That the officers of the City may issue claims warrants for the annual bond payment to the USDA at the time of need and may release these warrants prior to Council approval; and
2. That the Mayor is hereby authorized to enter into an agreement with USDA and the City's financial institution to preauthorize such payments; and
3. That, the City Council, if upon review, disapproves any such voucher, the officers of the City who are designated by the statute to sign the warrants shall jointly cause the disapproved voucher to be recognized as a receivable of the City of Sedro-Woolley, and shall pursue collection diligently until the amount disapproved is collected or until the City Council is satisfied and approves the voucher.
4. That this Resolution shall be effective upon passage and signatures heron in accordance with law.

Passed by the City Council and approved by the Mayor this 10th day of December, 2008.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DEC 10 2008

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 31

## **INTERLOCAL AGREEMENT BETWEEN CITY OF SEDRO-WOOLLEY AND SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101**

This Agreement is entered into between the City of Sedro-Woolley (City) and the Sedro-Woolley School District No. 101 (District) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

### **I. PURPOSE**

The purpose of this Agreement is to provide shared use of facilities on an as-needed and as-approved basis between the parties for the benefit of the citizens of the City of Sedro-Woolley and the Sedro-Woolley School District No. 101.

### **II. SERVICES**

Both the City and the District maintain facilities that are available for use by the general public for a fee. In the City's case, this includes public parks, park shelters, the Community Center, the amphitheater, and other facilities. In the District's case, this includes ball fields, gymnasiums, cafeterias, and classrooms. The parties agree to share use of spaces on an as-needed, as-available basis subject to the approval and conditions in this Agreement. Such request for use of District facilities shall be made to the District's Superintendant or designee by the Mayor of Sedro-Woolley or his designee. Such request for use of City facilities shall be made to the Mayor of Sedro-Woolley or his designee by the District's Superintendant or designee.

### **III. COMPENSATION**

Compensation is in the form of exchange; therefore, no compensation shall be paid by either party for use of the other party's facilities.

#### **A. COST RECOVERY**

Both parties reserve the right to establish charges for actual cost recovery. Cost recovery charges include but are not limited to utilities, cleaning fees, etc.

### **IV. INDENMIFICATION**

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of their officials, officers, agents, or employees to the fullest extent required by law. Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under this Agreement.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY  
AND THE SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101

It is further provided that no liability shall attach to either the City or the District by reason of entering into this Agreement except as expressly provided herein.

If such claims are caused by or result from the concurrent negligence of the City, or its agents, employees, and/or officers, and the District, 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.

**V. AMENDMENT**

The parties may mutually waive, amend, or modify parts of this Agreement this Agreement. Such amendments, changes, modifications, or waivers shall not be binding unless they are in writing and signed by personnel authorized to bind the parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

**VI. CHOICE OF LAW AND VENUE**

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Skagit.

**VII. SEVERABILITY**

In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition or application of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

**VIII. INTEGRATION CLAUSE**

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties.

## **IX. TERM AND TERMINATION**

The term of this agreement shall be from the date hereof, and shall extend until terminated. Any party hereto may terminate this Agreement upon at least thirty (30) days advance written notice to the other parties.

### **A. ANNUAL CONSULTATION**

The parties agree to review the operation of this Agreement annually or as needed.

## **X. PROPERTY AND EQUIPMENT**

No fixed assets or personal or real property will be jointly or cooperatively acquired, held or disposed of pursuant to this Agreement.

## **XI. DISPUTES**

In the event that a dispute arises under this Agreement, it will be resolved in the following manner:

The parties will each individually appoint one member to a dispute board. The dispute board will evaluate the dispute and make a determination of the dispute. The determination of the dispute board will be final and binding on the parties hereto.

## **XII. FILING**

This Agreement will be filed with the City, the District, and with the Skagit County Auditor.

## **XIII. NOTICES**

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

To Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Attn: City Supervisor

To Sedro-Woolley School District  
801 Trail Road  
Sedro-Woolley, WA 98284  
Attn: Superintendent

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.

**XIV. EFFECTIVE DATE**

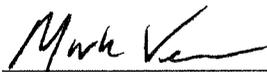
This Agreement will take effect when executed by the parties.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.

**CITY OF SEDRO-WOOLLEY**

**SEDRO-WOOLLEY SCHOOL  
DISTRICT NO. 101**

\_\_\_\_\_  
MAYOR MIKE ANDERSON

 November 24, 2008  
MARK VENN, SUPERINTENDENT

APPROVED AS TO FORM:

\_\_\_\_\_  
ERON BERG, City Attorney  
City of Sedro-Woolley



**City of Sedro-Woolley Fire Department**

Dean Klinger, Chief  
325 Metcalf Street  
Sedro-Woolley, WA 98284

(360) 855-2252 • Fax (360) 855-0196

---

**CITY COUNCIL AGENDA  
REGULAR MEETING**

DEC 10 2008

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 39

DATE: December 4, 2008  
TO: Mayor Anderson and City Council  
FROM: Dean Klinger, Chief  
SUBJECT: INTERLOCAL AGREEMENT FOR MUTUAL AID  
WITH SKAGIT COUNTY FIRE SERVICE PROVIDERS

**Situation:**

The Skagit County Fire Chief's Association in conjunction with the Skagit County Fire Commissioners Association have been working on updating the Counties Mutual Aid Agreement this past year.

The original Mutual Fire Protective Assistance Contract was written in May of 1970. After a review of that document it became apparent that it was sadly in need of updating. I have attached the new updated version along with the old contract for you to review.

**Recommended Action:**

Staff recommends that the City Council authorize the Mayor to sign the new Mutual Aid Agreement along with the other Skagit County Cities and Fire Districts.

RECEIVED  
SEP 24 1993  
CITY OF SEDRO WOOLLEY

MUTUAL FIRE PROTECTIVE  
ASSISTANCE CONTRACT

THIS AGREEMENT, made and entered into this 21 day of MAY 1970 by and between the undersigned Communities, Fire Protective Districts and Public Agencies by their lawful representatives.

WITNESSETH:

WHEREAS, the signatory establishments desire to provide for an augmentation of the Fire Protection of their various districts, municipalities and public agencies in the event of large fires, conflagrations, military attack or other disasters, and

WHEREAS, the communities of the signatory parties of this title form a practically continuous area, throughout which it is deemed practicable for them to render assistance in fire emergency, and

WHEREAS, it is the policy of the several municipal, fire protection districts, public agencies governing bodies to conclude such agreements, wherever practicable, and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties of this agreement to render assistance among them in accordance with these terms, therefore

BE IT AGREED THAT:

1. When it is deemed advisable by competent authority, construed as a senior officer of the requesting Fire Department, representing a party to this agreement, to request assistance under its terms, it shall be the duty of the Senior Officer of the Fire Department of the community, or municipality receiving the request to:

- a. Immediately determine if apparatus and personnel can be spared, and
- b. What apparatus might most effectively be dispatched, and
- c. The exact mission to be assigned in accordance with the detailed plans and procedures of operation drawn in accordance with this agreement by the technical heads of the several Fire Departments, and
- d. Forthwith dispatch the designated apparatus with complete instructions as to the mission.

2. An agency, selected and maintained by mutual agreement among the technical heads of the Fire Departments of the signatory parties, as set forth in a separate addenda to this contract, shall be designated as a central clearing office to coordinate dispatch and response of personnel and apparatus between communities of the signatory parties. Provided, however, that such agency shall not be held liable for failure, commissions, or omissions in this connection.

3. Rendering assistance under terms of this agreement shall not be mandatory, except that the requestee should immediately inform the requestor if, for any reason, assistance cannot be rendered, it being understood that consideration which might preclude the dispatch of assistance must be determined by the requestee.

4. No signatory shall be held liable to another signatory for damages, loss of equipment, injury to personnel, or payment of compensation arising as a result of assistance rendered under the terms of this agreement; provided that if the equipment or property of a signatory, is damaged or destroyed by the gross negligence of another signatory, its agents or employees, then the signatory responsible for such injury shall be responsible in damages therefore, and the terms of settlement shall be decided by authorized representatives of the signatory parties. Provided that, a requestor shall assume responsibility for expenses of providing lubrication oil, motor fuel, and welfare items for fire fighters to the extent of supplies available at the time of the request, incurred by a requestee in connection with the rendering of emergency assistance. Provided further, that all parties shall exercise due diligence in returning lost equipment to the rightful owner.

5. The technical head of the Fire Department of the requestor shall assume full charge of the operations, but if he specifically requests a Senior Officer of a Fire Department furnishing assistance to assume command, he shall not, by relinquishing command, be relieved of his responsibility for the operation. Provided, that the apparatus, personnel and equipment of the agency rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the Senior Officer of the Fire Department rendering assistance.

6. The technical heads of the Fire Departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

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

ATTEST:

*Richard H. ...*  
Deputy CITY CLERK

CITY OF ANACORTES

BY *James Rice*  
MAYOR OF ANACORTES

ATTEST:

*[Signature]*  
CITY CLERK

CITY OF BURLINGTON

BY *[Signature]*  
MAYOR OF BURLINGTON

ATTEST:

*Shelton F. ...*  
CITY CLERK

CITY OF MOUNT VERNON

BY *[Signature]*  
MAYOR OF MOUNT VERNON

ATTEST:

*[Signature]*  
CITY CLERK

CITY OF SEDRO WOOLLEY

BY *[Signature]*  
MAYOR OF SEDRO WOOLLEY

ATTEST:

*Russell [Signature]*  
CITY CLERK

TOWN OF CONCRETE

BY *Jack Hoover*  
MAYOR OF CONCRETE *Pro Tem*

ATTEST:

*Phyllis [Signature]*  
CITY CLERK

TOWN OF HAMILTON

BY *[Signature]*  
MAYOR OF HAMILTON

ATTEST:

*Charlene [Signature]*  
CITY CLERK

TOWN OF LaCONNER

BY *Gerald [Signature]*  
MAYOR OF LaCONNER

ATTEST:

*Eileen B. [Signature]*  
CITY CLERK

TOWN OF LYMAN

BY *Hate [Signature]*  
MAYOR OF LYMAN

DEPARTMENT OF NATURAL RESOURCES  
SEDRO WOOLLEY DISTRICT

*[Signature]*  
DISTRICT ADMINSTRATOR  
TITLE

FPD NO. 1 John W. McLaughlin  
 Chairman of Fire Dist. Commissioners

FPD NO. 2 John W. Moran  
 Chairman of Fire Dist. Commissioners

FPD NO. 3 James D. Smith  
 Chairman of Fire Dist. Commissioners

FPD NO. 4 Orville C. Tingler  
 Chairman of Fire Dist. Commissioners

FPD NO. 5 Edgar T. Tombeck  
 Chairman of Fire Dist. Commissioners

FPD NO. 6 Marion B. Bell  
 Chairman of Fire Dist. Commissioners

FPD NO. 8 Ray Nichols  
 Chairman of Fire Dist. Commissioners

FPD NO. 9 Steph. P. Quinn  
 Chairman of Fire Dist. Commissioners

FPD NO. 10 Herbert B. Baker  
 Chairman of Fire Dist. Commissioners

FPD NO. 11 W. W. Smith  
 Chairman of Fire Dist. Commissioners

FPD NO. 12 Robert Brown  
 Chairman of Fire Dist. Commissioners

FPD NO. 13 H. C. Waters  
 Chairman of Fire Dist. Commissioners

FPD NO. 14 Wm. E. McJannet  
 Chairman of Fire Dist. Commissioners

FPD NO. 15 Charles R. Burton  
 Chairman of Fire Dist. Commissioners

FPD NO. 16 James M. Mason  
 Chairman of Fire Dist. Commissioners

FPD NO. 17 Alvin P. Head  
 Chairman of Fire Dist. Commissioners

FPD NO. 19 Ed. Johnson  
 Chairman of Fire Dist. Commissioners

**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
SKAGIT COUNTY JURISDICTIONS  
FOR MUTUAL AID FOR FIRE AND EMERGENCY SERVICES**

This Interlocal Agreement (the "*Mutual Aid Agreement*") is entered by and between various Skagit County governments and governmental entities identified below (the "Party" or collectively the "Parties") for the provision of mutual aid in support of the parties hereto.

The City of Anacortes	Skagit County Fire Protection District No. 7
The City of Burlington	Skagit County Fire Protection District No. 8
The City of Concrete	Skagit County Fire Protection District No. 9
The City of Hamilton	Skagit County Fire Protection District No. 10
The City of La Conner	Skagit County Fire Protection District No. 11
The City of Mount Vernon	Skagit County Fire Protection District No. 12
The City of Sedro-Woolley	Skagit County Fire Protection District No. 13
Skagit County Fire Protection District No. 1	Skagit County Fire Protection District No. 14
Skagit County Fire Protection District No. 2	Skagit County Fire Protection District No. 15
Skagit County Fire Protection District No. 3	Skagit County Fire Protection District No. 16
Skagit County Fire Protection District No. 4	Skagit County Fire Protection District No. 17
Skagit County Fire Protection District No. 5	Skagit County Fire Protection District No. 19
Skagit County Fire Protection District No. 6	Darrington Fire Protection District No. 24

**WHEREAS**, the Parties hereto are Skagit County, Washington municipal governments and governmental entities which provide fire suppression, emergency medical services and other emergency services to the citizens of Skagit County; and

**WHEREAS**, in the Interests of public safety, it is necessary and desirable that local jurisdictions within Skagit County voluntarily aid and assist each other regarding the provision of fire protection, fire prevention, emergency medical response and transportation, hazardous materials control, and/or any other emergency support ("*Services*") to their citizens; and

**WHEREAS**, in the interest of public safety, it is necessary and desirable to allow for provision of Services across political boundaries; and

**WHEREAS**, agreements for mutual aid between Washington governments are authorized under the provisions of Chapters 39.34 RCW, Interlocal Cooperation Act (the "*Act*"), for the purpose of providing for cooperation between governmental agencies; and

**WHEREAS**, the Parties have and will continue to provide assistance by assisting each other in providing the Services to their citizens;

**NOW THEREFORE**, in consideration of the promises and covenants contained herein the Parties agree as follows:

## SECTION 1. PURPOSE

- 1.1 Purpose. The purpose of this Mutual Aid Agreement is to improve the provision of Services within the respective jurisdictions of the Parties hereto by facilitating mutual aid and assistance and by modifying geopolitical boundaries.
- 1.2 No Financial Obligation. Except as specifically provided herein, it is not contemplated that any Party will incur a financial obligation as a result of this Mutual Aid Agreement beyond the normal cost of providing services and therefore no budget is necessary.

## SECTION 2. TERM

2. The initial term of this Mutual Aid Agreement shall commence on the 21<sup>st</sup> day of March, 2008 and shall continue for a period of five (5) years. Thereafter, unless all Parties to this Mutual Aid Agreement withdraw, pursuant to the terms of this Mutual Aid Agreement, this Mutual Aid Agreement shall automatically be renewed in five (5) year increments, unless agreed to otherwise by the Parties. The withdrawal of any Party shall not terminate this Mutual Aid Agreement in its entirety, unless only one Party remains a Party to this Mutual Aid Agreement.

## SECTION 3. DEFINITIONS

3. The following terms shall have the following meanings, unless the context indicates otherwise:

***"Incident Commander"*** means the individual designated by the Requesting Agency charged with overall management and command of an emergency incident pursuant to the National Incident Management System, established by Presidential Directive for the purpose of managing emergency incidents.

***"Mutual Aid"*** means the provision of such apparatus, personnel, and equipment as reasonably necessary and available to assist a Requesting Agency in matters relating to the Services as needed by a Requesting Agency.

***"Requesting Agency"*** means a Party who is a party to this Mutual Aid Agreement and has made a request for mutual aid from another Party pursuant to the terms of this Mutual Aid Agreement.

***"Responding Agency"*** means a Party who is a party to this Mutual Aid Agreement and has thereby agreed to provide mutual aid to another jurisdiction pursuant to the terms and conditions of this Mutual Aid Agreement.

## SECTION 4. MUTUAL AID REQUESTS

- 4.1 Mutual Aid Requests. The commanding officer of a Requesting Agency or his/her authorized subordinate may request Mutual Aid at any fire, disaster, EMS or other emergency from any other Party. Such requests shall be submitted from the Requesting Agency's authorized official as set forth herein or pursuant to the standard operating procedures established by the Parties.
- 4.2 Response to Requests. Upon receipt of such a request, the commanding officer of the Responding Agency or his/her authorized subordinate shall take the following action(s):

SECTION 4, Cont.

- A. Immediately determine if apparatus, personnel and equipment can be sent in response to the call for Mutual Aid. If no apparatus, personnel and equipment are available, there shall be no obligation to respond.
  - B. Determine what apparatus, personnel and equipment might most effectively be dispatched and dispatch such apparatus, personnel and equipment and in accordance with the standard operating procedures established by the Responding Agency and this Mutual Aid Agreement.
  - C. In the event that apparatus, personnel or equipment are not available or available in a limited manner, the Responding Agency will immediately advise the Requesting Agency that limited Mutual Aid or no Mutual Aid can be provided.
  - D. The Parties recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for Mutual Aid as rapidly as possible, including any notification(s) that requested resources are not available.
- 4.3 Command Responsibilities. Upon arrival at the scene, the Incident Commander of the Requesting Agency shall assume overall charge of the apparatus, personnel and equipment of the Responding Agency until the Incident Commander releases the same from the emergency incident as soon as conditions warrant. However, nothing herein shall preclude the commanding officer of a Responding Agency from taking all reasonable action to protect the Responding Agency's personnel, apparatus or equipment. In such an instance, the commanding officer shall keep the Incident Commander informed of any actions and shall endeavor to work with and consult with the Incident Commander.
- 4.4 Party Not Required to Provide Mutual Aid. This Mutual Aid Agreement does not require any Responding Agency to provide Mutual Aid. Rather, each Responding Agency may limit the amount or type of apparatus, personnel, and equipment provided or declines to provide the requested Mutual Aid. The determination concerning Mutual Aid is solely within the discretion of each Responding Agency.
- 4.5 Automatic Aid Agreements. The provision of Mutual Aid under this Mutual Aid Agreement is separate and distinct from any automatic aid agreement or first response agreement between the various Parties hereto.

**SECTION 5. NO SEPARATE ENTITY CREATED**

- 5, No Entity Created. This Mutual Aid Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.

**SECTION 6. NO REIMBURSEMENT**

- 6. No Reimbursement for Mutual Aid. The Mutual Aid provided under this Mutual Aid Agreement shall be without reimbursement for costs or expenses of providing the Mutual Aid unless expressly agreed to between the Requesting Agency and Responding Agency.

## **SECTION 7. STANDARD OPERATING PROCEDURES**

- 7.1. Standard County-wide Operating Procedures. Each Responding Agency shall reasonably coordinate with each Requesting Agency to provide effective Mutual Aid. Each Responding Agency shall reasonably cooperate with the Requesting Agency and the Incident Commander to efficiently provide Mutual Aid. The fire fighter safety standards for the state of Washington, Chapter 296-305 WAC, shall apply to the provision of Mutual Aid under this Mutual Aid Agreement.
- 7.2. Other Agreements. Nothing herein shall preclude several Parties from entering into agreements to address standard operating procedures to address unique or specific circumstances,

## **SECTION 8. DAMAGE, LIABILITY AND INDEMNIFICATION**

- 8.1. No Liability for Responding Agency. Except as expressly provided herein, no Party shall be liable for (I) failure to comply with any provision of this Mutual Aid Agreement, or (II) liability arising from providing Mutual Aid under this Mutual Aid Agreement.
- 8.2. Mutual Releases. Except as specifically provided herein, each Party hereby forever releases or discharges each other Party, its officers, officials, employees, volunteers and/or agents from any claim related to this Mutual Aid Agreement or providing Mutual Aid hereunder.
- 8.3. Liability to Other Parties - Damage or Destruction to Apparatus or Equipment. Except as expressly provided herein, the Requesting Agency or any other Party shall not be obligated to pay the Responding Agency or any other Party for any damage to or destruction of any apparatus or equipment used in Mutual Aid. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty Insurance as opposed to seeking reimbursement from other Parties.
- 8.4. Liability to Third Parties. The term "*third party*" means any person, firm or entity other than the Parties hereto. With regard to the Mutual Aid provided hereunder, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents.
- 8.5. Cross Indemnification. To the extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other Parties, their officers, officials, employees, volunteers and/or agents from any and all claims, demands, causes of action, lawsuits, costs, including attorneys' fees, losses, judgments, awards or liabilities to any third party, arising out of the negligent acts or willful conduct of the indemnifying Party, its officers, officials, employees, volunteers and/or agents In connection with the performance of this Mutual Aid Agreement.

## **SECTION 9. INSURANCE**

- 9.1. Liability and Casualty Insurance. For the duration of this Mutual Aid Agreement, each Party shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective Party against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Mutual Aid Agreement by its officers, officials, employees or volunteers. This insurance requirement may be satisfied by a policy or policies of insurance or a self insurance retention program adopted by a Party.
- 9.2. No Industrial Insurance Requirement. It is expressly understood that no Party shall be responsible to provide any other Party's employees or volunteers with coverage required under Chapter 41.26 RCW, as the same now exists or may be hereafter amended.
- 9.3. Waiver of Subrogation. To the extent permitted by the applicable insurance policies, each Party hereby waives any right of subrogation against the other Parties. In this regard each Party utilizing a self insurance retention program waives subrogation for any payment thereunder.

## **SECTION 10. WITHDRAWAL**

10. Any Party may withdraw from this Mutual Aid Agreement for any reason by giving ninety (90) days written notice to all other Parties.

## **SECTION 11. ADMINISTRATION**

- 11.1. Administration of this Mutual Aid Agreement. Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Mutual Aid Agreement. This Mutual Aid Agreement shall be administered jointly by the chief officers of the respective Parties.
- 11.2. Annual Meeting. The Parties shall meet at the January meeting of the Skagit County Fire Commissioners Association each year to review and discuss this Mutual Aid Agreement.

## **SECTION 12. NO BENEFIT TO THIRD PARTIES**

12. This Mutual Aid Agreement shall not be construed to provide any benefits to any third parties, including but not limited to the employees or volunteers of any Party. Specifically, and without limiting the foregoing, this Mutual Aid Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

## **SECTION 13. SEPARATE PROPERTY**

13. It is not contemplated that any property, real or personal, will be acquired by any Party separately or jointly as a result of this Mutual Aid Agreement. No separate fund shall be established with regard to this Mutual Aid Agreement. Any acquisition of joint property shall be subject to a separate Interlocal Agreement executed prior to or at the time of such joint acquisition. All equipment and property owned or acquired solely by a Party hereto shall remain the equipment and property of that Party.

## **SECTION 14. STATUS OF EMPLOYEES AND VOLUNTEERS**

- 14.1. Employees and Volunteers Not Loaned. No employee or volunteer of a Responding Agency shall be deemed to be a loaned servant, employee, agent or volunteer of the Requesting Agency or any other Party.

SECTION 14, Cont.

14.2 No Liability for Payments to Employees or Volunteers. No Party shall assume any liability for the direct payment of any salary, wage, compensation, stipend or other payment to any of the other Party's personnel performing services hereunder or for any other liability not expressly assumed herein. No agent, employee, volunteer or other representative of the parties shall be deemed an agent, employee, or other representative of the other Parties for any reason.

**SECTION 15. COMPLIANCE WITH LAW**

15. All Parties to this Mutual Aid Agreement shall comply with all applicable federal, state and local laws, rules and regulations in the performance of this Mutual Aid Agreement.

**SECTION 16. GOVERNING LAW AND VENUE**

16. This Mutual Aid 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 Mutual Aid Agreement shall lie exclusively in Skagit County, Washington.

**SECTION 17. ATTORNEYS' FEES**

17. Should any Party bring suit to enforce any provision of this Mutual Aid Agreement, the prevailing Party in such litigation shall be entitled to recover its costs and reasonable attorneys' fees.

**SECTION 18. CAPTIONS**

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

**SECTION 19. ASSIGNMENT**

19. None of the Parties to this Mutual Agreement may assign any of their duties, rights or responsibilities under this Mutual Aid Agreement without the express written consent of the other Parties.

**SECTION 20. NOTICES**

20. Any notices required under this Mutual Aid Agreement shall be deemed given when delivered in writing via personal service or certified mail, return receipt requested, to the other Party, to the following addresses.

City Party	To the Fire Chief at the headquarters station of the City
Fire District	To the Fire Chief or Chief Operating Officer at the headquarters station of the District

In the event that a Party has no person in the position noted above, service shall be made on the chair of the governing body of the Party at the principal office of the Party.

**SECTION 21. DRAFTING**

21. Each party has fully participated in the drafting of this Mutual Aid Agreement. Therefore, this Mutual Aid Agreement shall be construed according to its fair meaning without regard to which Party drafted a particular provision.

**SECTION 22. SEVERABILITY**

22. Any invalidity, in whole or in part, of any provision of this Mutual Aid Agreement, shall not affect the validity of any other of its provisions.

**SECTION 23. WAIVER**

23. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

**SECTION 24. AMENDMENT**

24.1. Modification. No modification, termination or amendment of this Mutual Aid Agreement may be made except by written agreement signed by all Parties.

24.2. Additional Parties. Neighboring fire districts or Cities from adjacent counties that provide fire, disaster, EMS or other emergency services may become a party to this Mutual Aid Agreement by attending the next annual meeting and executing this Mutual Aid Agreement.

**SECTION 25. EFFECTIVE DATE**

25. This Mutual Aid Agreement shall be effective upon the execution by any two (2) Parties hereto and thereafter shall be effective as to each Party upon execution.

**SECTION 26. ENTIRE AGREEMENT**

26. This Mutual Aid Agreement constitutes the entire agreement between the Parties, and this Mutual Aid Agreement supersedes all of the Parties' previous understandings and agreements, written and oral, with respect to this matter.

**IN WITNESS WHEREOF**, the Parties have executed this Mutual Aid Agreement as of the day and year noted below and certify that this Mutual Aid Agreement was approved in an open public meeting by their respective Commissions.

**THIS AGREEMENT CONTAINS A RELEASE AND INDEMNIFICATION FOR LIABILITIES**

Dated: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

**CITY OF ANACORTES**

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor of Anacortes

Dated: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

**CITY OF BURLINGTON**

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor of Burlington

Dated: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

**CITY OF MOUNT VERNON**

BY: \_\_\_\_\_  
Mayor of Mount Vernon

Dated: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

**CITY OF SEDRO-WOOLLEY**

BY: \_\_\_\_\_  
Mayor of Sedro-Woolley

Dated: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

**CITY OF CONCRETE**

BY: \_\_\_\_\_  
Mayor of Concrete

Dated: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

**CITY OF HAMILTON**

BY: \_\_\_\_\_  
Mayor of Hamilton

Dated: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

**CITY OF LA CONNER**

BY: \_\_\_\_\_  
Mayor of La Conner

**SKAGIT COUNTY FIRE PROTECTION DISTRICTS:**

FPD # 1 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 2 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 3 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 4 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 5 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 6 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 7 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 8 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 9 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 10 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 11 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 12 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 13 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 14 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 15 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 16 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 17 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

FPD # 19 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

Darrington  
FPD # 24 \_\_\_\_\_  
Chairman, Board of Commissioners

Dated: \_\_\_\_\_

CITY OF  
SKAGIT COUNTY PROSECUTING ATTORNEY WOOLLEY, WA.  
RICHARD A. WEYRICH

CRIMINAL DIVISION  
CHIEF CRIMINAL DEPUTY  
ROSEMARY KAHOLOKULA  
SENIOR CRIMINAL DEPUTIES  
ERIK PEDERSEN  
TRISHA D. JOHNSON  
EDWIN N. NORTON  
CRIMINAL DEPUTIES  
TONI G. MONTGOMERY  
ERIN C. DYER  
SLOAN G. JOHNSON  
KAREN L. PINNELL  
MELISSA W. SULLIVAN  
PAUL W. NIELSEN

605 S. THIRD  
MOUNT VERNON, WA 98273  
PHONE (360) 336-9460  
FAX (360) 336-9347

CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 10 2008

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 3b

2008 DEC -  
CIVIL DIVISION  
CHIEF CIVIL DEPUTY  
WILLIAM W. HONEA  
CIVIL LITIGATOR  
PAUL H. REILLY  
CIVIL DEPUTIES  
MELINDA B. MILLER  
ARNE O. DENNY  
STEPHEN R. FALLQUIST  
JILL OLSON  
FAMILY SUPPORT DIVISION  
CHIEF FAMILY SUPPORT DEPUTY  
KURT E. HEFFERLINE  
SENIOR FAMILY SUPPORT DEPUTY  
GWEN L. HALLIDAY

December 3, 2008

Mr. Eron M. Berg, City Attorney  
City of Sedro Woolley  
325 Metcalf Street  
Sedro Woolley, WA 98284-1007

Re: Riverfront Park Interlocal Agreement.

Dear Eron:

This letter is in response to Mayor Anderson's letter dated October 14, 2008. For reference purposes, a copy of this letter is enclosed.

Also enclosed is a copy of a proposed interlocal agreement which would convey to the City the property requested per Mayor Anderson's letter (for purposes of including said property within the City's Riverfront Park). If this agreement meets with your approval, please have the City execute the agreement and return the executed original to my attention. Please also prepare and provide an executed original real estate excise tax affidavit (citing as an exemption WAC 458-61A-205) to accompany the quit claim deed included with the interlocal agreement.

Upon receipt of the executed original copy of the interlocal agreement and accompanying real estate excise tax affidavit, this matter will be submitted to the Skagit County Board of County Commissioners for formal consideration.

Please note that Skagit County is not able to accommodate Mayor Anderson's request regarding street lighting (as also requested per his letter).

Of course, please let me know if you have any questions. We look forward to hearing from you soon.

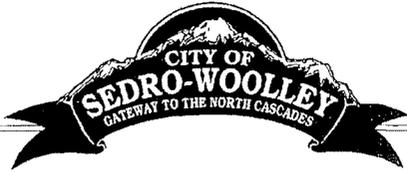
Sincerely,

  
Stephen R. Fallquist  
Deputy Prosecuting Attorney

Encls.

cc: James E. Voetberg, P.E., Public Works Director / Engineer  
William W. Honea, Chief Civil Deputy  
Tim Holloran, County Administrator  
David Sheridan, Engineering Manager  
Bob Vaux, Director, Parks & Recreation Department

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



Mike Anderson  
Mayor

October 14, 2008



Commissioner Sharon Dillon  
1800 Continental Place, Suite 100  
Mount Vernon, WA 98273

RE: Janicki Cove

COPY

Dear Commissioner Dillon:

The City of Sedro-Woolley received a number of complaints from residents of Janicki Cove about an area at the bend in River Road. This area is partly in the city, partly in the county, partly owned by the city, partly owned by the county and on a road that is entirely within the county. The residents of Janicki Cove are entirely within the County. Enclosed is a map that shows the area, including parcel ownership and city limits. As you can see, the city owns a peninsula of land surrounded by Skagit County that extends west from Riverfront Park to Janicki Cove. Skagit County owns and has jurisdiction over the property around this peninsula to the south and north.

The residents of Janicki Cove complained that miscreants were infiltrating Janicki Cove property via that area at the corner of River Road. In an effort to assist those residents, I directed that the city owned property in that area be cleared of brush and low shrubs; we also cleaned up the county owned property in that same area. We removed household garbage and debris and opened the area up to allow law enforcement to have better access. I have also asked the Sedro-Woolley PD to patrol that area more frequently. I would appreciate it if you would ask your solid waste department to add River Road to the list of litter patrol areas in the county as we are frequently picking up trash from that area.

It was my intent to locate some street lighting on River Road to further improve the safety and security of that area. Enclosed is an estimate from PSE for those costs. Due to the age of their facilities in that area, the costs are substantially higher than we expected. Because River Road is entirely in Skagit County and the residents of that area (Janicki Cove and River Road) are in Skagit County, it seems to me that this improvement would better come from the county rather than the city. Would you please consider adding street lighting to River Road to assist law enforcement in serving the residents of Janicki Cove?

The property at the corner of River Road (Skagit County Parcel No. 76300; 2134 River Road and the area west of that to the River Road ROW) is owned by the County and was acquired as FEMA property. Because this property is surrounded by city land and appears to be

Commissioner Dillon  
October 14, 2008  
Page 2

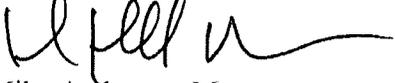
part of Riverfront Park, I am requesting that Skagit County deed it to the city as an addition to Riverfront Park. The city would then be in a better position to install cable barriers, clean, maintain and use it as part of the park.

In the long term, it makes sense to me that this area would become part of the city's UGA and that it would ultimately be served by the city. In the meantime, I look forward to working with Skagit County to address the concerns raised by the residents of Janicki Cove.

I look forward to hearing from you soon.

Very truly yours,

CITY OF SEDRO-WOOLLEY



Mike Anderson, Mayor

cc: City Council  
Janicki Cove property owners

LISA ECKERSON  
23557 COVE RD #6  
Sedro-Woolley, WA 98284

GEORGE & ANN LOCKMAN  
223 FRIDAY CREEK RD  
Bellingham, WA 98229

THOMAS RIGNEY  
23605 COVE RD  
Sedro-Woolley, WA 98284

EUGENE & JEAN ASHE  
23637 COVE RD  
Sedro-Woolley, WA 98284

GARY & JOYCE HUISMAN  
23651 COVE RD  
Sedro-Woolley, WA 98284

Commissioner Dillon  
October 14, 2008  
Page 3

CLOID & DARLEEN PAGE  
1905 22ND ST  
Bellingham, WA 98225

STUART & ROBERTA BULLOCK  
2217 VIEW RIDGE  
Bellingham, WA 98229

RONALD & SUSAN MYERS  
1913 LAKE CREST DR  
Bellingham, WA 98229

MARIE BEECH  
16137 COLONY RD  
Bow, WA 98232

DANN RAY IRELAND  
4002 CALLOW RD  
Lake Stevens, WA 98258

JANICKI COVE ASSO  
c/o TED KRAUSE  
2209 ELM ST SUITE A  
Bellingham, WA 98225

DAVID GODDARD  
PO BOX 30080  
Bellingham, WA 98228

BRIAN & JOANNA DERNBACH  
DAVID DERNBACH  
1668 FERN PL  
Oak Harbor, WA 98277

MICHAEL LAABS  
904 ALDERWOOD LN  
Sedro-Woolley, WA 98284

Commissioner Dillon

October 14, 2008

Page 4

ROBERT & GAYLE NORTH

23764 COVE RD

Sedro-Woolley, WA 98284

GORDON & BONNIE STAFFORD

5797 Burnham Dr

Ferndale, WA 98248

ALBRITTON FAMILY LP

174 WHISKEY HILL RD

Lopez Island, WA 98261

ARTHUR & NADINE PELCH

23692 COVE RD

Sedro-Woolley, WA 98284

DAVID & CHRISTINE STAFFORD

963 HILLCREST DR

Burlington, WA 98233

ELIZABETH KRAUSE

23622 COVE RD

Sedro-Woolley, WA 98284

BRIAN & SHERYL BIRCHALL

6706 Mt Baker Hwy

Deming, WA 98244

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS  
1800 CONTINENTAL PLACE, STE. 100  
MOUNT VERNON, WA 98273

## INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF SEDRO WOOLLEY

THIS AGREEMENT (herein "Agreement") is made and entered into by and between the City of Sedro Woolley, a Washington municipal corporation ("City") and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The City and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." In consideration of the following terms and conditions, the parties mutually agree as follows:

1. PURPOSE: The County currently owns property commonly described as 2134 River Rd., Sedro Woolley, WA 98284, Skagit County Assessor Tax Parcel No.: P76300, and may have some property interest in adjacent platted but unopened right-of-way in the vicinity (collectively herein the "Property"). The City currently owns other real property adjacent to the Property, which is used, maintained, and operated by the City as a park ("Riverfront Park"). The City (by letter dated October 14, 2008), has requested that the County convey the Property to the City for the purpose of including the Property as part of the City's Riverfront Park. The parties mutually agree that the local Skagit County community as a whole would be benefited if the Property were included as part of the City's Riverfront Park, and the County desires to convey the Property to the City for such purposes, pursuant to the terms of this Agreement. The parties agree that the mutual benefit provided by the terms of this Agreement are adequate consideration for this Agreement.

2. RESPONSIBILITIES: The parties to this Agreement mutually agree as follows:
  - 2.1 The County shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):
    - 2.1.1 Concurrent with or immediately subsequent to the mutual execution of this Agreement, the County shall convey the Property to the City via a quit claim deed. The substantial form of the quit claim deed for the Property is attached hereto as Exhibit "1" and is hereby incorporated by reference. The quit claim deed shall become effective upon recording with the Skagit County Auditor. The parties shall cooperate with one another to conduct such further acts as may be necessary for the formal execution and recording of the quit claim deed as soon as possible. The terms of the quit claim deed are part of the consideration mutually provided by the parties for this Agreement.
    - 2.1.2 The parties recognize and agree that but for and only in reliance upon the terms of this Agreement, the County would not have conveyed the Property to the City, and that such conveyance of the Property by the County to the City shall be subject to the terms of this Agreement.
    - 2.1.3 The County shall convey the Property to the City "as is" without any representations or warranties of any kind (express or implied).
    - 2.1.4 The City shall be solely and separately responsible and liable for the payment of any applicable costs or real estate excise taxes (and other applicable recording fees, or other fees, costs, and expenses) for said transfer of the Property from the County to the City.
    - 2.1.5 The County is not otherwise obligated to provide any funds, or perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement.
  - 2.2 The City shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):
    - 2.2.1 Concurrent with, or immediately subsequent to the mutual execution of this Agreement, the City shall provide the County with an executed original real estate excise tax affidavit for the Property (and any other necessary funds and/or documentation) to accompany the quit claim deed for recording, or as may otherwise be necessary to effectuate the transfer of the Property from the County to the City via the quit claim deed.
    - 2.2.2 The City shall defend, indemnify, and hold harmless the County from any and all claims, demands, judgments and damages arising from and/or related to the ownership, use, and occupancy of the Property by the City.
    - 2.2.3 The City agrees to use the Property for the purpose described in Section 1. of this Agreement, and the City shall be solely and separately liable and responsible for any and all future costs, expenses, and liability associated with the Property.

3. TERM OF AGREEMENT: This Agreement shall commence upon mutual execution, and continue for a period of one (1) year, or until the Property has been fully conveyed to the City by the County (as described in Section 2., above), or unless this Agreement sooner terminated by the Parties pursuant to the terms of this Agreement.

4. MANNER OF FINANCING: No funds will be provided by the County to the City pursuant to the terms of this Agreement. The City will assume any and all future financial responsibility for Property, and the City shall be solely and separately responsible and liable for any and all costs, charges, and expenses arising from and/or related to the Property (once the Property has been conveyed to the City).

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the County Administrator, or his designee.

5.2 City's representative shall be the Mayor, or his designee.

6. INDEMNIFICATION: Except as is otherwise set forth per the terms of this Agreement, each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

7. UTILITIES, TAXES, & LIENS: Upon recording of the quit claim deed for the Property, the City shall be separately responsible and liable for any utilities, taxes, assessment, liens, and/or other similar expenses for the Property.

8. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, or used pursuant to this Agreement. The Property conveyed to the City pursuant to this Agreement shall be the sole and separate property of the City, and shall be acquired by the City at the sole and separate responsibility and liability of the City.

9. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

10. CHANGES, MODIFICATIONS, AMENDMENTS, & WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

12. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

13. USE OF DOCUMENTS AND MATERIALS PRODUCED: The County shall have the unencumbered proprietary right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement.

14. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of either party.

15. COMPLIANCE WITH LAWS, PERMITS, AND TERMS OF GRANTS: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. If necessary, the City (at the City's own expense and liability) shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any use and/or occupancy of the Property or conducting any work on or at the Property, and individually each party shall be solely and separately responsible and liable for compliance with all terms and conditions of any permit(s) obtained or procured in such party's name.

16. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect.

17. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2008, for the CITY OF SEDRO WOOLLEY:

\_\_\_\_\_  
Mike Anderson, Mayor

Approved as to Form:

\_\_\_\_\_  
Eron M. Berg, City Attorney

Attest:

\_\_\_\_\_  
City Clerk

Address:  
City of Sedro Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Mike Anderson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized execute the instrument and acknowledged it as Mayor of the City of Sedro Woolley, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
DON MUNKS, Chairman

\_\_\_\_\_  
KENNETH A. DAHLSTEDT, Commissioner

\_\_\_\_\_  
SHARON D. DILLON, Commissioner

Recommended:

By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_  
Budget & Finance Director

Approved as to Indemnification:

By: \_\_\_\_\_  
Risk Manager

Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

Attest:

\_\_\_\_\_  
Clerk of the Board

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Don Munks, Kenneth A. Dahlstedt, and/or Sharon D. Dillon is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Exhibit "1"**

**Substantial Form of Quit Claim Deed.**

After recording return to:

Skagit County Public Works Department  
Attn: David Sheridan, Engineering Services Manager  
1800 Continental Place  
Mount Vernon, WA 98273

**Document Title: Quit Claim Deed**

**Grantor: Skagit County, a Political Subdivision of the State of Washington.**

**Grantee: City of Sedro Woolley, a Washington Municipal Corporation.**

**Tax Parcel No(s): P76300 (XrefID: 4152-137-027-0007).**

**Abbreviated Legal: TOWN OF SEDRO, BLOCK 137, LOTS 25 TO 27 INCLUSIVE; EXCEPT THAT PORTION LYING SOUTHERLY OF THE CENTERLINE OF THAT CERTAIN SLOUGH SHOWN ON SURVEY RECORDED UNDER AF#8209270015; TOGETHER WITH THAT PORTION OF THE ALLEY LYING BETWEEN LOTS 25 AND 26 AND THE SOUTH 1/2 OF THE ALLEY LYING BETWEEN LOTS 24 AND 27, AND THE EAST 1/2 OF THAT PORTION OF TOWNSHIP STREET LYING ADJACENT TO THE WEST SIDE OF LOTS 25 AND 26 BETWEEN THE NORTH END OF SAID LOT 25 AND THE SOUTH END OF SAID LOT 26, BLOCK 137, "PLAT OF THE TOWN OF SEDRO"**

---

#### QUIT CLAIM DEED

The Grantor, **Skagit County, a Political Subdivision of the State of Washington**, in part for the purpose of correcting inaccuracies in title to former public right-of-way to facilitate the issuance of title insurance, and not for monetary consideration, but for good and valuable consideration, conveys and quit claims to **City of Sedro Woolley, a Washington Municipal Corporation**, the Grantee, the following described real estate, including any after-acquired interest of Grantor, situated in the County of Skagit, State of Washington:

See, **Exhibit A**, attached hereto and incorporated by reference.

Situate in Skagit County, State of Washington.

With respect to any interest in any platted right(s)-of-way conveyed by this Deed, this Deed is given to quiet title to a public right-of-way pursuant to Laws 1889-90, Chapter 19, Section 32 and Laws of 1909, Chapter 90, Section 1, in recognition that this right-of-way was unopened between 1890 and 1904, and not for monetary consideration, and the purpose of this deed (with respect to any platted right(s)-of-way conveyed by this Deed) is solely to correct an inaccuracy in the records of title. The above-described property is to be combined with adjoining properties of Grantee(s), and shall not be conveyed as separate building lots without compliance with the applicable Skagit County subdivision ordinance. The property described herein is to be aggregated with the property owned by Grantee(s) as part of the recognition of the reversionary rights of Grantee(s) to vacated streets and alleys, and is not for the purpose of creating additional building lot(s).

This conveyance is subject to private easements and/or private rights-of-way, if any, over and across the above-described real property.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
DON MUNKS, Chairman

\_\_\_\_\_  
KENNETH A. DAHLSTEDT, Commissioner

\_\_\_\_\_  
SHARON DILLON, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

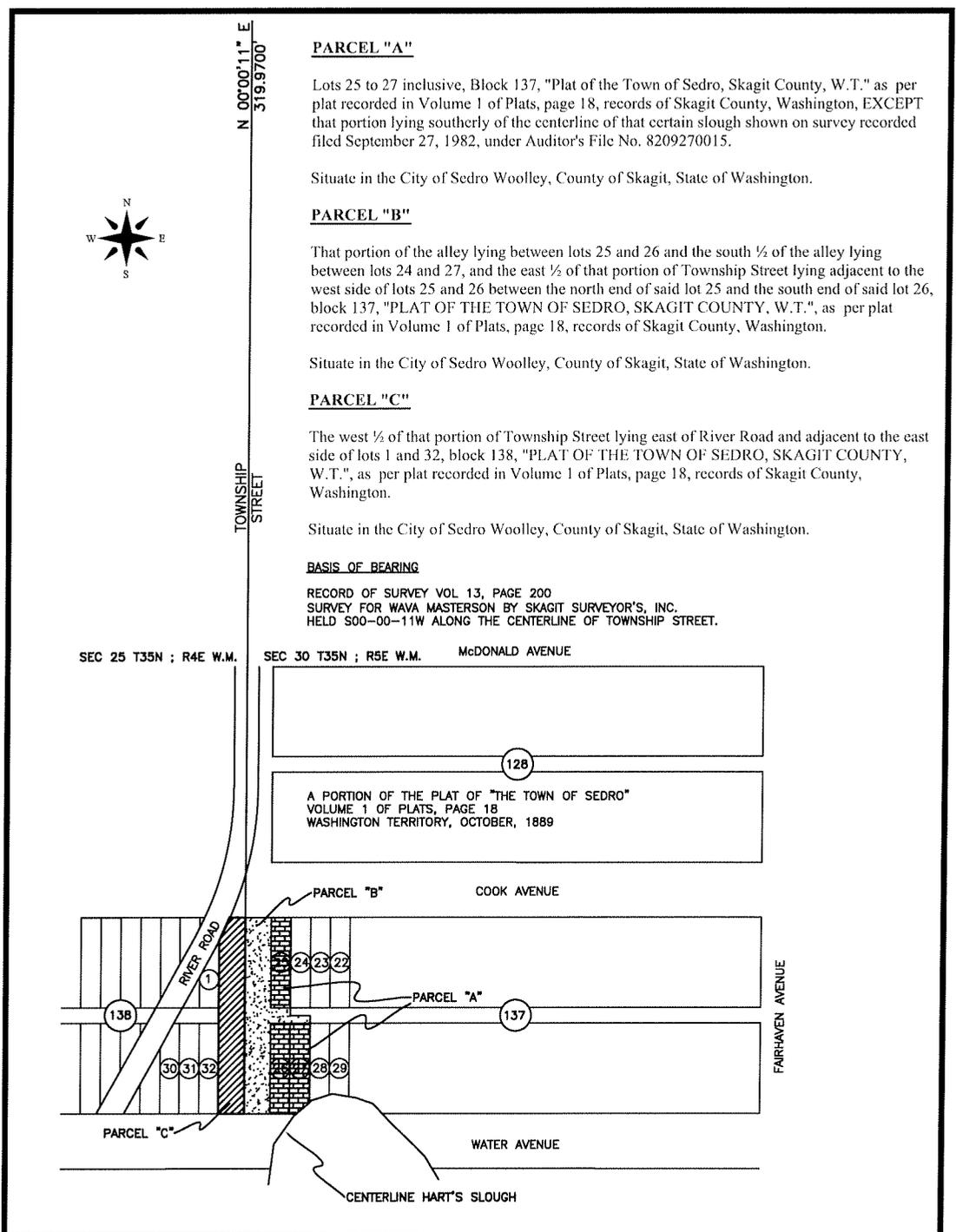
I certify that I know or have satisfactory evidence that Don Munks, Kenneth A. Dahlstedt and/or Sharon Dillon, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

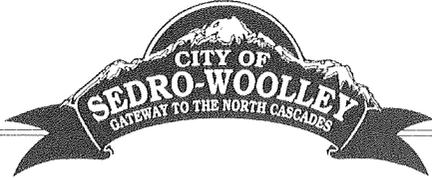
# EXHIBIT A



CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 10 2008

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 31



DATE: December 10, 2008  
TO: Mayor Anderson & City Council  
FROM: Patsy Nelson  
SUBJECT: MISC. ANNUAL CONTRACTS/AGREEMENTS

Recommended Action:

Staff recommends that as part of the consent calendar, the Council approve the following:

1. Skagit County Senior Services \$20,441.00
2. Skagit County Community Action Agency \$7500.00
3. Skagit Domestic Violence & Sexual Assault Services \$1700.00
4. Volunteers of America \$1505.00
5. Loggerodeo \$8400.00
6. Sedro-Woolley Chamber of Commerce \$14,000.00
7. Skagit Valley Tulip Festival \$500.00
8. Skagit Championship Sports \$1000.00
9. Skagit Performing Arts Guild \$500.00
10. Sedro-Woolley Farmers Market \$1500.00
11. Sedro-Woolley Museum \$2000.00
12. Sedro-Woolley Riding Club \$800.00
13. Lincoln Theatre Center \$400.00
14. Shakespeare Northwest \$500.00
15. Economic Development Association of Skagit County (E.D.A.S.C.)  
\$2000.00
16. Humane Society of Skagit Valley

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS  
1800 CONTINENTAL PLACE, SUITE 100  
MOUNT VERNON, WA 98273

## INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY  
AND  
THE CITY OF SEDRO-WOOLLEY

PROVISION OF SENIOR SERVICES  
Calendar Year 2009

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The County has operated a **Senior Services Department**, and in connection therewith employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to Senior Citizens. For the purpose of this Contract, a Senior Citizen will be defined as any person 55 years of age or older. As a result of other contractual agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an agreement whereby the County will furnish to the City certain administrative and professional services and the City will pay for the services so performed. This contract is general in nature and reflects the broad responsibilities the County has for the provision of services to the Senior Citizen. Attached to this contract and incorporated by reference is an addendum relating the specific

INTERLOCAL AGREEMENT

responsibilities of the County and the City to make provisions for the delivery of services to the Senior Program.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this agreement, the County will furnish administrative and professional services to the City; said services to consist primarily of the following:

### **PROGRAM SERVICES FOR SENIOR CITIZENS**

#### **A. Nutritional Services**

1. Congregate meals: hot, nutritionally balanced noon-time meals are served at the Senior Centers.
2. Home-delivered meals: Senior Citizens over the age of 60 who are homebound and unable to prepare meals for themselves or attend Senior Centers may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound Senior Citizens weekdays.

The meal delivery can be a temporary or an on- going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition Program make initial home visits to assess the extent of the need for home-delivered meal service. Periodic reassessments are conducted to re-evaluate need.

3. Liquid food supplements are available to seniors with special nutritional needs.

#### **B. Senior Center**

The County provides comprehensive Senior Service programs at community focal points identified as Community/Senior Centers. The Center Coordinator shall coordinate social and health care services for Senior Citizens (Nutrition, Transportation, Retired Senior Volunteer Program, Health Screens, etc.) as well as develop a program of social and recreational activities, including special events and trips. The Coordinator shall utilize local Senior Advisory Boards to assess needs and interests of local Senior Citizens in the formulation of programs.

#### **C. Retired Senior Volunteer Program (RSVP)**

RSVP provides the Senior Citizen over 55 years of age the opportunity to contribute their special abilities and expertise to the community. These individuals are placed at qualified stations throughout Skagit County. Various nonprofit and municipal organizations in the community will benefit from these volunteers' services. The RSVP program provides training, insurance coverage, and limited reimbursement for volunteer mileage and meal costs incurred during service.

#### **D. Coordination and Delivery of Supportive Services**

The County provides the Senior Citizen with technical assistance in obtaining various human care and economic relief services. The Information and Assistance / Case Management office, through its trained staff, refers and coordinates the provision of these services to the Senior Citizen. These programs currently include legal services, social security information, tax relief, home winterization, chore services, foot care, blood pressure clinics, Medicaid and Medicare assistance, Transportation, among others.

E. Utilization of Media

Local media and websites will be utilized to inform the Seniors of activities and services provided by the County. Senior Services staff will provide weekly announcements to the local newspapers and radio stations.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2009 through December 31, 2009.

4. MANNER OF FINANCING: The City shall pay for the services provided for this agreement the sum of twenty thousand four hundred forty-one dollars (\$20,441.00). One fourth of the amount shall be due at the end of each quarter, that is March 31, June 30, September 30, December 31, 2009, and payable after submission of a voucher and processing in the manner provided by the City for processing voucher and issuing warrants thereon. The total amount may be paid at the first quarter as desired by the City.

5. ADMINISTRATION: Senior programs will function according to policies and procedures of Skagit County and in accordance with the Federal guidelines for Older Americans Act and Senior Citizen Service Act grants. These policies, guidelines and budgets will be monitored and evaluated by County Administrative staff. The County will provide supervisory and general staff to conduct and coordinate comprehensive Senior Services. Inasmuch as with the signing of this intergovernmental contract, the delivery of programs to senior citizens is a function of the County, managed by the Department of Senior Services.

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Director of Senior Services and the Senior Center Coordinator..

5.2 The City's representative shall be Shane Walley and \_\_\_\_\_.

6. OPERATIONS: The County will be responsible for all related operational expenses associated in providing direct senior services as outlined in this contract. The City will provide an appropriate site for the delivery of Senior Center Services. Sites will be obtained through facility donations, building rental or acquisition. The City will be responsible for all costs associated with the facility maintenance, utilities, repairs and custodial services to appropriate levels as determined by the City. The County will ensure that the site is maintained at a reasonable level of upkeep during normal, daily operations of the Senior Center. The County will be responsible for all costs incurred relating to the Senior Center telephone service.

7. NO SUBLETTING: The County shall not rent or sublet the Sedro-Woolley Senior Center to third parties without consent of the City. Any lease or rental payments shall be payable to the City of Sedro-Woolley and deposited in the City general fund.

8. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

9. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the

fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

10. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

13. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided that no party hereto may assign the terms as obligation of this Agreement without the prior consent of the other party, which consent shall not be reasonable delayed or withheld.

14. OTHER PROVISIONS:

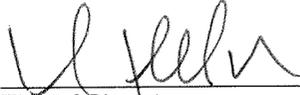
A. Reports

Senior Service reports will be provided to the City on a quarterly basis. These reports will contain statistical information regarding the participation levels in Senior Service Programs. The statistical information included in this report will define hours and/or units of service provided to the Seniors and the cost for service provision. Annual reports will contain program narratives describing Senior Citizen Services.

B. Program Evaluation

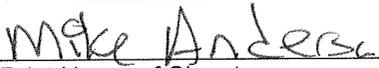
1. Evaluation Committee - A committee of the two designated representatives from the City and the County shall meet annually to evaluate the existing program services. This committee shall make recommendations to the City and the County for the modification of Senior Services specified in the attached addendum.
3. Audit - The City may audit the records to assure that it will receive full value in services for the consideration of services recited herein.

GOVERNMENT AGENCY:

A handwritten signature in cursive script, appearing to read "W. J. Jellin", written above a horizontal line.

Title of Signatory

(Date \_\_\_\_\_)

A handwritten name in cursive script, appearing to read "Mike Anderson", written above a horizontal line.

Print Name of Signatory

Mailing Address:  
(Street address required  
in addition to P.O. Box)

City of Sedro-Woolley  
720 Murdock Street  
Sedro-Woolley, WA 98284

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
Don Munks, Chairman

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

\_\_\_\_\_  
Sharon D. Dillon, Commissioner

For Agreements under \$5000

\_\_\_\_\_  
Gary Rowe, County Administrator  
(Authorization per Resolution #R20030146)

Recommended:

By:   
Jennifer Kingsley, Department Head

By: \_\_\_\_\_  
Trisha Logue, Budget & Finance Director

Approved as to Indemnification:

By: \_\_\_\_\_  
Billie Kadrmas, Risk Manager

Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney\_  
Attest:

\_\_\_\_\_  
JoAnne Giesbrecht, Clerk of the Board  
INTERLOCAL AGREEMENT  
Page 6 of 8

CONTRACT ADDENDUM  
PROVISION OF SENIOR SERVICES FOR  
THE SEDRO-WOOLLEY SENIOR CENTER  
COMMENCING JANUARY 1, 2009 - ENDING DECEMBER 31, 2009

PROGRAM SERVICES

**1. NUTRITION**

Skagit County Nutrition Project  
160 Cascade Place, Suite 110  
Burlington, WA 98233  
Phone: (360) 757-2545

Sedro-Woolley Senior Center  
715 Pacific Street  
Sedro-Woolley, WA 98284  
Phone: (360) 855-1531

Operating Hours: Congregate - M - F 12:00 noon  
Home-Delivered – M - F 12:00 noon (frozen weekend meal available)

**Congregate Meals:** Nutritionally balanced meals for senior citizens 60 years of age and older are served at 12:00 noon at the senior centers. Participants are requested to reserve their meals in advance and to indicate any special requests for diabetic dessert option.

Estimated total congregate meals per year countywide: 46,000

**Home-Delivered Meals:** Senior citizens over the age of 60 who are unable to prepare nutritionally adequate meals for themselves and whom are homebound and unable to attend a Senior Center may have noon-time meals delivered to their homes. A staff member from the Skagit Nutrition Project makes an initial home visit to assess program eligibility of the homebound senior citizen, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual reassessments are conducted to re-evaluate eligibility. Frozen meals are available for weekends, holidays, and special requests.

Estimated total home-delivered meals per year countywide: 53,000.

**Liquid Meal Supplement:** The Skagit Nutrition Project has Ensure Plus available at the Skagit County Senior Centers, which is available to senior citizens. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need from a physician, registered nurse, or registered dietitian is required. Prescriptions can be kept on file with the nutrition program and must be renewed every 6 months.

Estimated total liquid food supplement meals distributed per year countywide: 17,600.

**2. ADMINISTRATION and SENIOR CENTER**

Skagit County Senior Services  
160 Cascade Place, Suite 110  
Burlington, WA 98233  
Phone: (360) 757-2545

Sedro-Woolley Senior Center  
715 Pacific Street  
Sedro-Woolley, WA  
Phone: (360) 855-1531

Operating Hours: 8:00 a.m. - 4:00 p.m. (Monday - Friday)

Senior Center serves as a community focal point where Senior Citizens can conveniently access services and activities which support their independence, enhance their dignity and encourage their involvement in and with their community. As part of a comprehensive community strategy to meet the needs of older persons, coordinated Senior Services programs will take place within and emanate from this facility.

Estimated total senior visits per year 22,000.  
Estimated total senior health screen participants 280.  
Estimated total senior program participants 17,000.

### **3. RETIRED SENIOR VOLUNTEER PROGRAM**

Skagit County Retired Senior Volunteer Program  
160 Cascade Place, Suite 110  
Burlington, WA 98233  
Phone: (360) 757-2545

Operating Hours: Monday - Friday 8:00 a.m. - 4:00 p.m.

This program offers meaningful volunteer opportunities for persons age 55 and older to serve in a variety of public and non-profit organizations throughout Skagit County. The program provides training, placement, insurance coverage, and limited mileage and meal reimbursement. Gas coupon reimbursement is also utilized.

Estimated active volunteers per year 170.  
Estimated number volunteer stations 9.  
Estimated RSVP hours per year 14,300.  
Estimated RSVP reimbursement per year \$2,300.00.

### **4. SKAGIT INFORMATION AND ASSISTANCE/CASE MANAGEMENT**

Northwest Regional Council  
Skagit Information and Assistance/Case Management  
1650 Port Drive  
Burlington, WA 98233  
Phone: (360) 428-1301

Operating Hours: Monday - Friday 8:00 a.m. - 5:00 p.m.

This program offers information, assistance and case management referrals for clients. Information and Assistance services include specific information on various programs available in Skagit County being provided upon request to client, client's family or client representative. Assistance includes providing referrals to other agency or community services on behalf of the client. Case management services include ongoing assessment of needs, care plan development and monitoring of care plan implementation.

Countywide information contacts 3,500  
Countywide assistance (includes FCSP and I&A): 3,000 units for 1,600 clients  
Countywide case management – 340/average monthly caseload

## AGREEMENT

This Agreement, entered into this 10th day of December, 2008, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Skagit County Community Action Agency, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding by the City; and

WHEREAS, City desires to provide proceeds from the 2009 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$7,500.00 from the 2009 fiscal year budget.
2. Grantee shall use such funds to provide and maintain services to low income residents of the City, consisting of energy assistance, emergency food and shelter, health and other social services as necessary, within budget limitations.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
720 Murdock Street  
Sedro-Woolley, WA 98284

Grantee: Skagit County Community Action Agency  
330 Pacific Place/P.O. Box 1507  
Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2009, and shall expire on December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

SKAGIT COUNTY COMMUNITY  
ACTION AGENCY

\_\_\_\_\_  
Executive Director

## AGREEMENT

This Agreement, entered into this 10th day of December 2008, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Skagit Domestic Violence & Sexual Assault Services, (Grantee.)

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1700.00 from the 2009 fiscal year budget.
2. Grantee shall use such funds to make available counseling, intervention, referral and residential services for battered persons and victims of rape who are residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
720 Murdock Street  
Sedro-Woolley, WA 98284

Grantee: Executive Director/President  
Skagit Domestic Violence &  
Sexual Assault Services  
PO Box 301 2121-B East College Way  
Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2009, and shall expire on December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

SKAGIT DOMESTIC VIOLENCE &  
SEXUAL ASSAULT SERVICES

\_\_\_\_\_  
Executive Director

## AGREEMENT

This Agreement, entered into this 10<sup>th</sup> day of December, 2008, by and between the City of Sedro-Woolley, (City), a municipal corporation, and Volunteers of America Western Washington {Grantee}.

WHEREAS, Grantee provided and performs functions, activities and events that are qualified for municipal funding; and

WHEREAS, City desires to support the services of Grantee to provide counseling, residential services, and referral services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1505.00 from the 2009 fiscal year budget.
2. Grantee shall use such funds to help pay for the cost of providing a Community Information Line Service to all residents of the City of Sedro-Woolley.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain a description of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
5. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.
6. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.
7. This Agreement may be amended upon the written consent of the parties, an such written amendments shall go incorporated into this Agreement for all intents and purposes.
8. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

9. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
720 Murdock Street  
Sedro-Woolley, WA 98284

Grantee: Volunteers of America  
PO Box 839  
Everett, WA 98206-0839

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

10. This agreement shall commence and be effective as of January 1, 2009, and shall expire on December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

VOLUNTEERS OF AMERICA  
WESTERN WASHINGTON

\_\_\_\_\_  
Thomas D. Robinson  
CEO, Volunteers of America  
Western Washington

## AGREEMENT

This Agreement, entered into this 10th day of December, 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Loggerodeo, Inc.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2009 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$8,400.00 from the 2009 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: President  
Loggerodeo, Inc.  
P. O. Box 712  
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11. This agreement shall commence and be effective as of January 1, 2009 and shall expire on December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

---

City Clerk

---

Mike Anderson  
Mayor, City of Sedro-Woolley

LOGGERODEO, INC.

---

President

## AGREEMENT

This Agreement, entered into this 10th day of December, 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and the Sedro-Woolley Chamber of Commerce, (Grantee.)

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2009 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$14,000.00 from the 2009 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, an such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: Executive Director/President  
Sedro-Woolley Chamber of Commerce  
714 - B Metcalf Street  
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11. This agreement shall commence and be effective as of January 1, 2009, and shall expire on December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY CHAMBER  
OF COMMERCE

---

Executive Director

## AGREEMENT

This Agreement, entered into this 10th day of December, 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Skagit Valley Tulip Festival.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2009 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$500.00 from the 2009 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
4. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
720 Murdock Street  
Sedro-Woolley, WA 98284

Grantee: Executive Director  
Skagit Valley Tulip Festival  
P. O. Box 1784  
Mount Vernon, WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11. This agreement shall commence and be effective as of January 1, 2009 and shall expire on December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

---

City Clerk

---

Mike Anderson  
Mayor, City of Sedro-Woolley

SKAGIT VALLEY TULIP FESTIVAL

---

Executive Director

## AGREEMENT

This Agreement, entered into this 10th day of December 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Skagit Championship Sports.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2009 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1000.00 from the 2009 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: Skagit Championship Sports  
PO Box 2781  
Mount Vernon WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11 This agreement shall commence and be effective as of January 1, 2009, and shall expire on December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

SKAGIT CHAMPIONSHIP SPORTS

By \_\_\_\_\_  
President

## AGREEMENT

This Agreement, entered into this 10th day of December 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Skagit Performing Arts Guild.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2009 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$500.00 from the 2009 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: Skagit Performing Arts Guild  
PO Box 793  
Mount Vernon WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11 This agreement shall commence and be effective as of January 1, 2009, and shall expire on December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

SKAGIT PERFORMING ARTS GUILD

By \_\_\_\_\_  
President

## AGREEMENT

This Agreement, entered into this 10th day of December, 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Farmers Market, a non-profit corporation.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2009 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$1,500.00 from the 2009 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: \_\_\_\_\_  
Sedro-Woolley Farmers Market  
P.O. Box 20  
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11. This agreement shall commence and be effective as of January 1, 2009, and shall expire on December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY FARMERS MARKET

By \_\_\_\_\_  
President

## AGREEMENT

This Agreement, entered into this 10th day of December, 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Museum.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2009 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$2,000.00 from the 2009 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley; or for the production of special events with visitor appeal, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: Carolyn Freeman, President  
Sedro-Woolley Museum  
725 Murdock Street  
Sedro-Woolley, WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11. This agreement shall commence and be effective as of January 1, 2009, and shall expire on December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

---

City Clerk

---

Mike Anderson  
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY MUSEUM

By \_\_\_\_\_  
President

## AGREEMENT

This Agreement, entered into this 10th day of December 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Riding Club.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2009 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$800.00 from the 2009 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: President  
Sedro-Woolley Riding Club  
24538 Polte Rd  
Sedro-Woolley WA 98284

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11 This agreement shall commence and be effective as of January 1, 2009, and shall expire on December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

---

City Clerk

---

Mike Anderson  
Mayor, City of Sedro-Woolley

SEDRO-WOOLLEY RIDING CLUB

By \_\_\_\_\_  
Director

## AGREEMENT

This Agreement, entered into this 10th day of December 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Lincoln Theatre Center.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2009 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$400.00 from the 2009 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: Lincoln Theatre Center  
Post Office Box 2312  
Mount Vernon WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11 This agreement shall commence and be effective as of January 1, 2009, and shall expire on December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

LINCOLN THEATRE CENTER

By \_\_\_\_\_  
President

## AGREEMENT

This Agreement, entered into this 10th day of December 2008, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Shakespeare Northwest.

WHEREAS, City is an eligible municipality entitled to levy, collect and distribute a hotel occupancy tax, as authorized by Washington Tax Code, Chapter 3.08; and

WHEREAS, Grantee provided and performs functions, activities and events that are qualified activities under Chapter 3.08 and;

WHEREAS, City desires to provide proceeds from the hotel occupancy tax of the 2009 fiscal year to Grantee to perform qualified services for City:

NOW THEREFORE, in consideration of the terms and conditions set forth herein, City and Grantee do mutually agree as follows:

1. City grants to Grantee the sum of \$500.00 from the 2009 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at visitors or potential visitors to Sedro-Woolley, or for the production of special events with visitor appeal, relating to historic preservation and restoration and the arts; however, no part of these funds shall be spent on capital improvements.
3. Grantee shall submit an annual economic impact report to the City of Sedro-Woolley including:
  - a. estimated number of tourists attending your events (by event)
  - b. estimated number of tourists traveling over 50 miles (by event)
  - c. estimated number of persons remaining in Sedro-Woolley overnight (by event)
  - d. estimated number of lodging stays generated (by event)
  - e. estimated increase in sales tax revenue attributed to your events (by event)
  - f. any other information demonstrating the impact of increased tourism attributed to your events (by event)
4. Grantee recognizes that the City cannot make payment to Grantee from the funds granted until the services defined in Paragraph 2 have been performed by Grantee. All payments shall be based upon invoices grantee shall present to City for services performed. Said invoices shall contain an itemized statement of services Grantee has performed and for which it seeks payment. In no event shall the City be required to pay for services in advance to actual performance.
5. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.

6. Grantee shall maintain complete and accurate financial records for each expenditure of funds. Grantee shall make such records available for inspection by the City upon request by the City Finance director.

7. Grantee shall hold harmless, indemnify, and defend City, its officers, agents and employees, from any liability, causes of action, damages, judgments, costs, charges, expenses and attorney's fees arising from or user the actions of Grantee, its officers, agents or employees.

8. This Agreement may be amended upon the written consent of the parties, and such written amendments shall go incorporated into this Agreement for all intents and purposes.

9. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph or section of this Agreement should be declared invalid by the final decree of judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraphs and sections of this Agreement.

10. This Agreement may be terminated by either of the parties by providing thirty (30) days' written notice to the other at the address set forth below:

City: Mayor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Grantee: Shakespeare Northwest  
1500A East College Way#502  
Mount Vernon WA 98273

Such notice shall be sent U.S. Mail, postage prepaid, properly addressed, by certified or registered mail, return receipt requested.

11 This agreement shall commence and be effective as of January 1, 2009, and shall expire on December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicated original by their respectively duly authorized officers of the day and year first written.

ATTEST:

CITY OF SEDRO-WOOLLEY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mike Anderson  
Mayor, City of Sedro-Woolley

SHAKESPEARE NORTHWEST

By \_\_\_\_\_  
Director

**AGREEMENT  
BETWEEN  
ECONOMIC DEVELOPMENT ASSOCIATION OF SKAGIT COUNTY  
AND  
CITY OF SEDRO-WOOLLEY**

THIS AGREEMENT made and entered into by and between the City of Sedro-Woolley (hereinafter referred to as the City) and the Economic Development Association of Skagit County (EDASC) (hereinafter referred to as Provider) WITNESSES THAT:

WHEREAS, the City received significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional tax revenues, and

WHEREAS, the City does not have the expertise or resources to adequately promote economic investment, and

WHEREAS, the provider is a nonprofit organization formed for the express purpose of promoting and attracting new business, expanding existing business and enhancing trade opportunities for all of Skagit County, and

WHEREAS, the Scope of Work included in this contract is consistent with the purpose and state law, and

WHEREAS, the City and the Provider are desirous of entering into a contract to formalize their relationship:

1. Services to be Provided by the Parties:

- a. The Provider shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work.
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

2. Scope of Work:

The Provider shall:

- a. Pro-actively market Sedro-Woolley to potential business and industry;
- b. Provide administrative and marketing services for special development projects identified by EDASC or solicited by the community, Sedro-Woolley or local associations;
- c. Establish and coordinate services, workshops, seminars and technical assistance associated with business development, business retention and international trade;
- d. Work with Sedro-Woolley businesses on expanding employment base and on business retention efforts;

e. Maintain an industrial site inventory for Sedro-Woolley that contains necessary information for potential businesses evaluating site locations.

3. Time of Performance:

All activities described under Scope of Work shall be conducted over the course of the current budget year, January 1, 2009 through December 31, 2009.

4. Consideration:

As consideration for services provided, as specified in paragraph 2, the City will reimburse the Provider the sum of ~~\$4,000.00~~.

2,000.00.

5. Relationship:

The City and Provider intend that an independent contractual relationship be created by this contract. Provider is not considered to be an employee of the City for any purpose and neither the Provider nor any employee of the Provider shall be entitled to any of the benefits the City provides for the City's employees, including, but not limited to, health insurance, sick or annual leave, or workers compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that Provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

6. Suspension, Termination, and Close Out:

If the Provider fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

7. Changes, Amendments, Modifications:

The City may, from time to time, require changes or modifications in the Scope of Work to be performed hereunder.

8. Assignability:

The Provider shall not assign any interest on this contract, and shall not transfer any interest on the contract (whether by assignment or novation), without prior written consent of the City.

9. Reports and Information:

The Provider, at such times as and in such form as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work of services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

10. Compliance With Local Laws:

The Provider shall comply with all applicable laws, ordinances, and codes of the state and local government and the Provider shall hold and save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

11. Audits and Inspections:

The City or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the contract by whatever legal and reasonable means are deemed expedient by the City.

12. Hold Harmless:

The Provider agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Provider's and its agents' negligent performance of work associated with this agreement.

This agreement contains all terms and conditions agreed to by the City and the Provider.

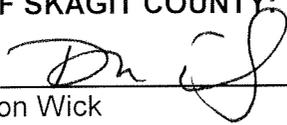
IN WITNESS WHEREOF, the City and the Provider have executed this contract agreement as of the date and year last written below:

**CITY OF SEDRO-WOOLLEY:**

\_\_\_\_\_  
Mike Anderson  
Mayor of Sedro-Woolley

\_\_\_\_\_  
Date

**ECONOMIC DEVELOPMENT ASSOCIATION  
OF SKAGIT COUNTY:**

  
\_\_\_\_\_  
Don Wick  
Executive Director

8/27/08  
\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
City Clerk



**Humane Society of Skagit Valley**  
**18841 Kelleher Road**  
**Burlington, Washington 98233**  
**(360) 757-0445**

Doug Wood  
Chief of Police  
P.O. Box 659  
Sedro-Woolley, Washington 98284

November 8, 2008

Dear Chief Wood:

I have enclosed the 2009 Contract for boarding services between Sedro-Woolley and the Humane Society of Skagit Valley. The final fees per cat are \$60.00 and the dogs \$66.00.

We have made a few changes to the boarding contract. Under Section (5) Consideration, add the following:

Live small livestock transferred to Contractor by City Representative-\$35.00  
Live poultry, rabbits, rodent family, domestic birds and reptile transferred to the Contractor by City Representative-\$15.00

10. SPECIAL HOLD: A request by the City to hold an animal for an unspecified time due to individual circumstances. The request to hold the animal and the request to release the animal into our adoption program return to owner or euthanasia must be in writing.

- City will pay an additional charge of \$10 per day, after the initial seventy-two (72) hour period.

Amendments in red

12. RESERVATION OF RIGHT TO ANIMAL: Contractor may have, at its option, the right to any animal not claimed by the owner within the first seventy-two (72) hours after said animal is transferred to Contractor and may make arrangements with regard to the care of the animal as Contractor deems proper.

Except that: prior to a decision to euthanize an animal, Contractor shall first make a reasonable attempt to adopt the animal out or to place it with an animal rescue service if the animal fits the adoptable pet criteria

Except further: City may authorize euthanizing an animal within the first seventy-two (72) hours if the animal is seriously injured or diseased with a recommendation from a Veterinarian

Please email me at [humane@sos.net](mailto:humane@sos.net) or call me at 360-757-0445 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Sandy Nelson". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Sandy Nelson, Director  
Humane Society of Skagit Valley



**Humane Society of Skagit Valley**  
**18841 Kelleher Road**  
**Burlington, Washington 98233**  
**(360) 757-0445**

CITY OF  
SEDRO-WOOLLEY, WA.

2008 AUG -7 10:16 AM

July 28, 2008

Chief Doug Wood  
Sedro-Woolley Police Department  
325 Metcalf Street  
Sedro-Woolley, Washington 98284

Re: 2009 Humane Society of Skagit Valley Contract with the City of Sedro-Woolley

Dear Chief Wood:

The Humane Society of Skagit Valley would like to be included in your 2009 budget review to discuss our request to increase fees for stray animals from the City of Sedro-Woolley.

In our current boarding contract, the fee for stray animals is \$55.00 per cat and \$60.00 per dog. Dogs or cats on hold for animal cruelty, State required quarantines or potentially dangerous/dangerous dog cases are an additional \$10.00 per day fee after the initial 72 hours. In addition, kittens under 4 weeks old are no charge.

We have not increased our contract fees since 2005. Due to rising costs, the Humane Society is requesting an increase to \$60.00 per cat and \$77.00 per dog. There will be no increase in the \$10.00 per day "Special Hold" fees. Kittens under 4 weeks old will continue to be no charge. According to our figures, the actual cost to house and take care of an animal is \$158.29. We feel that the increase in fees that we are requesting is reasonable.

In 2007, the City of Sedro-Woolley Animal Control Officer brought 87 dogs and 32 stray cats to the shelter. Sedro-Woolley residents brought 41 stray dogs and 157 stray cats. Based on the number of strays brought in by Sedro-Woolley Animal Control and city residents in 2007, the proposed increase in fees for 2009 would result in an increase of approximately \$3121.00 annually. The fee for any cat or dog brought in by an owner is paid by the owner not the city.

Humane Society of Skagit Valley and City of Sedro-Woolley 2009 Contract  
July 28, 2008

Please feel free to contact Sandy Nelson, Director of the Humane Society of Skagit Valley at 757-2568 with any questions you may have or to set up a time to meet and discuss the proposed fee increase.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Bumgarner". The signature is written in black ink and is positioned above the printed name.

Sharon Bumgarner, President  
Humane Society of Skagit Valley

cc: Eron Berg City Supervisor

CONTRACT

This is a non-exclusive contract entered into between Sedro-Woolley, hereinafter referred to as "City" and Humane Society of Skagit Valley, hereinafter referred to as "Contractor."

WITNESSETH:

The City is a municipal corporation which, in the exercise of its power and to insure the health and welfare of its citizens, must, to the best of its ability, provide for the care, detention, and/or destruction of stray animals; and the Contractor maintains and operates facilities suitable for said purpose; and both parties are interested in entering into an agreement relative thereto.

IT IS HEREBY AGREED BY AND BETWEEN THE RESPECTIVE PARTIES AS FOLLOWS:

- Sedro-Woolley
1. SERVICES: Contractor will provide kennels for animals on a seven day per week basis for care and feeding of all animals brought in by City representatives or ~~Mount Vernon~~ residents, other than owner releases, to the Contractor located at 18841 Kelleher Road, Burlington, Washington for impounding.

Impounding will occur during regular business hours. After regular business hours animals will be temporarily held by City until a transfer can be made after 8:00 a.m.

Contractor agrees to maintain clean, sanitary, and adequate kennels for all impounded animals and further, to treat all owners thereof who may appear at said Contractor's place of business in a courteous manner in compliance with the ordinances of the City.

City will keep a current list of all licenses of animals registered in the City, which shall be available to Contractor during regular business hours.

2. NON-EXCLUSIVITY: Nothing in this Agreement shall prevent Contractor from providing any service to any other person. Nothing in this Agreement shall prevent City from obtaining all or any part of the services from its own employees and facilities or from providers other than Contractor.

3. **CONTRACT TERMS:** This contract shall be for the period commencing January 1, 2009 through December 31, 2009 provided, however, that this contract shall be self-renewing without further action on the part of either party for additional one (1) year terms upon terms and conditions identical to those hereinafter provided, unless notice in writing of intention to terminate this contract is given by either party to the other at least sixty (60) days preceding the end of the annual contract term.
4. **INABILITY TO PAY:** City reserves the right to temporarily suspend the performance of this contract when real or projected budget shortfalls create an inability to pay for animals transferred by Sedro-Woolley residents. City will provide 45 days notice in writing of the contract suspension. Suspension of performance of the contract under this section shall not be considered anticipatory repudiation of this agreement nor will it increase the term of the contract.

This section shall not affect the agreement as it relates to services provided by Contractor for animals transferred by City Representatives.

5. **CONSIDERATION:** In consideration for the services and facilities provided by Contractor, City will pay charges for each animal transferred to Contractor according to the following schedule:

- Live dog transferred to Contractor by City Representative-\$66.
- Live cat transferred to Contractor by City Representative-\$60.
- Live cat and her litter of kittens less than 4 weeks of age by City Representative- \$60.
- Deceased dog or cat transferred to Contractor by City Representative-\$25.
- Live dog transferred to Contractor by Sedro-Woolley resident-\$66.
- Live cat transferred to Contractor by Sedro-Woolley resident-\$60.
- Live cat and her litter of kittens under 4 weeks of age by Sedro-Woolley resident:-\$60.
- Live small livestock transferred to Contractor by City Representative-\$35.00
- Live poultry, rabbits, rodent family, domestic birds and reptile transferred to the Contractor by City Representative-\$15.00
- Sedro-Woolley dog or cat that is adopted in an unaltered condition-No fee. Except that: It is determined that the dog or cat cannot be altered until a later date, based upon staff Veterinary guidelines. In the event of this determination, the animal will be scheduled for an alter appointment with the Contractor's veterinarian at the time of adoption. If City discovers that the adopting party has not kept the alter appointment, no fee will be charged to City.
- City will not be credited for unaltered dogs and cats released directly to a rescue service that has a policy and practice of altering all animals.

6. VERIFICATION OF ADDRESS: Contractor shall require proof of City residency from any person transferring a dog or cat to their care. Contractor shall verify with City that stated addresses are within City's jurisdictional limits.
7. DANGEROUS OR POTENTIALLY DANGEROUS DOG: Contractor agrees to provide adequate facilities to safely and securely hold dangerous or potentially dangerous dogs, impounded by City. City representative shall complete a written request for quarantine provided by the Contractor to specify holding time and requirements.
  - City will pay an additional charge of \$10 per day, after the initial seventy-two (72) hour period for dangerous and potentially dangerous dogs.
8. ANIMAL CRUELTY CASES: City will be responsible for veterinarian care or medicine costs pertaining to cruelty cases. City shall be consulted prior to seeking veterinarian services except for the emergency dispensation of medicine necessary for the comfort of a sick or injured animal.
  - City will pay an additional charge of \$10 per day, after the initial seventy-two (72) hour period for animals impounded in cruelty cases.
9. QUARANTINE: The Contractor agrees to provide facilities for animals impounded by City and in need of quarantine. City representative shall complete a written request for quarantine provided by Contractor to specify holding time and requirements.
  - City will pay an additional charge of \$10 per day, after the initial seventy-two (72) hour period for animals in quarantine.
10. SPECIAL HOLD: A request by the City to hold an animal for a required time due to individual circumstances. The request to hold the animal and the request to release the animal into our adoption program return to owner or euthanasia must be in writing.
  - City will pay an additional charge of \$10 per day, after the initial seventy-two (72) hour period.
11. DISPOSAL OF ANIMALS: Contractor agrees to dispose of all animals in compliance with the provisions of the City Ordinances and state and federal laws.

12. RESERVATION OF RIGHT TO ANIMAL: Contractor may have, at its option, the right to any animal not claimed by the owner within the first seventy-two (72) hours after said animal is transferred to Contractor and may make arrangements with regard to the care of the animal as Contractor deems proper.

Except that: prior to a decision to euthanize an animal, Contractor shall first make a reasonable attempt to adopt the animal out or to place it with an animal rescue service if the animal fits the adoptable pets criteria.

Except further: City may authorize euthanizing an animal within the first seventy-two (72) hours if the animal is seriously injured or diseased with a recommendation from a Veterinarian.

13. RELEASE OF ANIMALS: Contractor shall post its office hours in a location visible to the public from the outside of the facility and shall be available during those hours to release animals to owners upon presentation of a proper release form issued by City.

14. RIGHT TO REFUSE ANIMALS: Contractor reserves the right to refuse any animal brought in when it is deemed that Contractor does not have the appropriate facilities to accommodate the need of such animal or Contractor's facilities are at its maximum capacity.

15. ANIMAL RESEARCH: No live animal impounded by City representative or that City paid a charge for, and was unclaimed, shall be offered or released for research purposes.

16. SUSPENSION, TERMINATION AND CLOSE-OUT: If Contractor fails to comply with the terms and conditions of this contract, City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this contract.

17. CHANGES, AMENDMENTS, MODIFICATIONS: Either party may request changes to the contract. Any and all modifications shall be in writing and signed by each of the parties.

18. REPORTS AND INFORMATION: Contractor, at such time and in such form as City may require, shall furnish City with monthly reports, and as it may request, pertaining to the work or service undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

19. AUDITS AND INSPECTIONS: City or its representatives shall have the right to review and monitor financial and other components of the work and services provided and undertaken as a part of this contract.

20. **HOLD HARMLESS:** Contractor agrees to indemnify and hold harmless the City, its appointed officers and employees, from and against all loss and expenses, including attorney's fees and costs by reason on any and all claims and demands upon City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of Contractor and its agents negligent performance of work associated with this contract.
21. **INDEPENDENT CONTRACTOR STATUS:** The parties intend that an independent contractor relationship between Contractor and City will be created by this agreement. No agent, employee, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City for any purposes, and the employees of the Contractor are not entitled to any of the benefits the City provided for City employees. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this agreement. Contractor is not any employee of the City and is not eligible for employee benefits. Contractor is responsible for all taxes applicable to this agreement. Contractor is not an agent of the City and does not have authority to bind the City to any fiscal or contractual obligation.
22. **LIABILITY INSURANCE:** Contractor shall procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, Commercial General Liability Insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City. The policy shall be on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage. The policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement. Prior to the Contractor performing any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Contractor shall provide the City with either (1) a true copy of an endorsement naming Sedro-Woolley, its offices, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.

23. GOVERNING LAW: This contract shall be governed by and constructed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirements of any governmental agency having or asserting jurisdiction over the services provided hereunder.
24. VENUE: In the event that any disputes arise over this contract, the venue of any legal action shall be that of Sedro-Woolley, Washington.
25. SEVERABILITY: If any term or condition of this contract is held invalid, such invalidity shall not affect other terms, conditions, or application, which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of the contract are declared severable.
26. WAIVER: Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified, or deleted except by an instrument in writing, signed by the parties hereto.
27. ENTIRE AGREEMENT: This written contract represents the entire contract between the parties and supersedes any prior oral statement, discussions, or understanding between the parties.
28. SUCCESSORS AND ASSIGNS: This contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this contract without the prior consent of the other party, which consent shall not be unreasonably delayed or withheld.
29. AUTHORITY: Each individual executing this contract on behalf of City and Contractor represents and warrants that such individual(s) are duly authorized to execute and deliver this contract on behalf of City or Contractor.
30. NOTICES: Any and all notices affecting or relative to this contract shall be effective if in writing and delivered or mailed to the respective party being notified at the addresses listed below:

City of Sedro-Woolley

ATTN: Director of Finance  
~~1800 Continental Place, Suite 100~~  
~~Mount Vernon, WA 98273~~  
 325 Metcalf Street  
 Sedro-Woolley, WA 98284

Contractor

Sandy Nelson, Director  
 Humane Society of Skagit Valley  
 18841 Kelleher Road  
 Burlington, WA 98233

IN WITNESS WHEREOF, The City and Provider have executed this Agreement as of the date and year first written.

SEDRO-WOOLLEY

CONTRACTOR

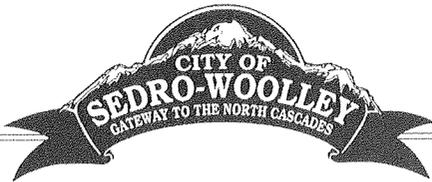
BY: \_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
PRESIDENT

ATTEST:

BY: \_\_\_\_\_  
CLERK-TREASURER

BY: \_\_\_\_\_  
TREASURER

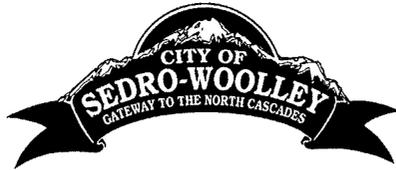


---

SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

# APPEALS



CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 10 2008

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

**Planning Department**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

---

**MEMO:**

**To:** City Council  
Mayor Anderson

**From:** Jack Moore *JM*  
Planning Director & Building Official

**Date:** December 10, 2008

**Subject:** Appeal of Design Review Board decision for SN-6-08

---

**ISSUE**

Should the City Council modify the Design Review Board's decision on the proposed sign at Diamond Plaza?

**HISTORY**

John Diamond applied for the installation of a sign and painting the exterior of a building located within the Central Business District (CBD). On August 19, 2008, the Design Review Committee approved the proposed paint scheme but denied the sign since it was determined that it did not meet the minimum standards for the CBD.

On September 3, 2008, the Planning Department received a letter appealing the decision. The applicant also requested that they be allowed to go back to the Design Review Committee to request approval for the installation of some lights prior to the appeal being heard by the City Council.

The proposal for the lights was also denied. The applicant decided to proceed with the appeal of the sign only.

Exhibit A: Rendering of sign that has been installed  
Exhibit B: Design Review Committee Findings and Decision  
Exhibit C: Applicant's appeal letter

**POSSIBLE ACTIONS**

The Council may **affirm, modify, reverse** or **remand** the decision to the Design Review Committee for additional information.

# **Exhibit A**



Installation of 44"x 260" lightweight Alumapanel (3mm thick w/ Polyethylene core sandwiched between 2 aluminum sheets) Sign installed in 3 panels.

Each of the three panels is recessed 1.5" into wall frame for wind resistance and securely fastened with 10 stainless steel 2.5" screws through concrete exterior finish into plywood backing and 2x framing.

# **Exhibit B**

**Sedro-Woolley Design Review Committee  
Chapter 15.44 SWMC**

<p><b>In the Matter of:</b></p> <p>Application # <u>SN-6-08</u></p> <p>Design Review (SN-6-08)</p> <p>Diamond Plaza Building</p> <p>303 State Street</p> <p>Sedro-Woolley, WA 98284</p>	<p><b>Findings and Decision – Diamond Plaza Signage and building modification in CBD</b></p>
---	--

<b>Application Date:</b>	July 11, 2008
<b>Application Complete:</b>	July 11, 2008
<b>Decision:</b>	<b>Building modification APPROVED</b>  <b>Sign application DENIED</b>
<b>Hearing Date:</b>	August 19, 2008
<b>Property Owner:</b>	John Diamond 23430 Diamond Road Sedro-Woolley, WA 98284
<b>Project Contact:</b>	John Diamond 305 State Street Sedro-Woolley, WA 98284

<b>Site Address:</b>	303 State Street	<b>Parcel ID No.:</b>	P75658
----------------------	------------------	-----------------------	--------

<b>Zoning District: CBD</b>			
Minimum lot size:	NA	Lot width at building line:	NA
Front Setback:	NA	Lot width at road frontage:	NA
Side Setback:	NA	Maximum building height:	35ft
Rear Setback:	NA	Maximum building coverage:	NA

## **Project Background**

On July 11, 2008, the Planning Department accepted an application for a sign permit and a request for the Design Review Committee (DRC) to review a proposed new paint-job for the exterior of the Diamond Plaza at 303 State Street. The sign, which faces Third Street, was installed a couple of months ago without a permit, and now the applicant is making an effort to obtain a sign permit to comply with the City's sign ordinance and the design standards for the Central Business District (CBD). The applicant would also like to paint the exterior of the building; because exterior modifications (new paint) must comply with the design review requirements, the applicant has requested to have the DRC review both the sign design and the proposed building paint color at the same time. Exhibit A shows the proposed sign design. Exhibit B shows the colors the applicant would like to repaint the building. The DRC may approve, approve with conditions or deny of the sign permit application #SN-5-08 and/or proposed building repainting. The DRC met on August 19, 2008 to review the application.

## **FINDINGS OF FACT**

1. On July 11, 2008, the Planning Department accepted an application for a sign permit and a request for the Design Review Committee (DRC) to review a proposed new paint-job for the exterior of the Diamond Plaza at 303 State Street. The sign application (SN-6-08) and the proposed exterior building modification require DRC review. The exterior modification does not require a building permit, only approval by the DRC, so there is no file number associated with this request. Both projects have been consolidated into one DRC review action.
2. The application was determined to be administratively complete on July 11, 2008.
3. The application includes the completed application form and depictions of the proposed signs on the building, both the applicant's preferred alternative and an alternative that was assembled to try to better meet the design review standards (attached). Exhibit C is an overhead view of the building showing the location of the new sign and facility.
4. The size of the sign meets the requirements of the Sedro-Woolley Sign Ordinance, Chapter 17.40 SWMC.
5. Signs and building modifications within the CBD are required to undergo design review to encourage better design and site planning; encourage development which feature amenities designated to strengthen a sense of community; minimize potential incompatible uses; and increase community property values.
6. The general requirements for design review are found in SWMC 15.44.025.

7. Pursuant to SWMC 15.44.030 all applications subject to design review shall comply with the *City of Sedro-Woolley Design Standards and Guidelines* adopted in November of 2005.
8. Pursuant to SWMC 15.44.060, the DRC shall have authority to approve, approve with conditions, or deny an application made pursuant to the provisions of this chapter.
9. The applicant submitted photos of the proposed façade sign, which has already been installed on the building.
10. The building modification entails painting the exterior of the building.
11. The *Design Standards and Guidelines* give three criteria which any proposed sign must meet two of:
  - Letter style shall be complimentary to Art Nouveau; Classic Roman and derivatives or Calligraphic styles. Avoid Sans Serif, Contemporary, and any decorative styles that fight with the theme (such as computer styles or Old English). If a corporate logo and/or representative letter style is to be used then the second two criteria must be followed closely so that their signage can be integrated with the total theme.
  - Signs shall have an outside shape that is characteristically decorative, or if rectangular or square, panels, borders and decorative detailing that are distinctly complimentary to the 1920's architectural style.
  - Signs shall be made with materials and techniques that are similar in appearance to those used in signage in the early part of the century, 1900-1930. All free standing and projecting signs shall have a base support of pose cover that is decorative as well as functional and made of materials that are as relative to the exterior walls of the buildings they serve as possible (coloration and detailing).
12. The *City of Sedro-Woolley Design Standards and Guidelines* manual states that “flashing, animated, rotating, or changing message signs or signs with internal illumination are specifically prohibited.”
13. The DRC reviewed the proposed sign permit (File #SN-6-08) and requested paint colors for the exterior paint job on August 19, 2008.
14. The DRC finds that the sign design includes a decorative edging that are distinctly complimentary to the 1920's architectural style, but the font is not complimentary to that time period, not is the technique used to create the sign – a glossy image of a woman on an outdoor sign could not be produced in that time period.
15. The DRC finds that the proposed paint color for the exterior paint job meets the *City of Sedro-Woolley Design Standards and Guidelines*.

## CONCLUSIONS

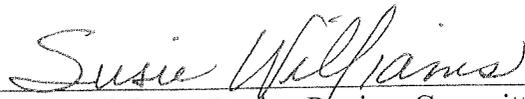
The Design Review Committee, having reviewed application SN-6-08, the request to paint the exterior of the Diamond Plaza and the Staff Report dated August 5, 2008, makes the following conclusions:

2. Sedro-Woolley Municipal Code Chapters 15.44 Design Review and 17.24 – Central Business District apply to this project.
3. The application was determined complete on July 11, 2008 and is considered vested under the rules and regulations in effect on that date.
4. The new paint job does appear to comply with the *Standards and Guidelines* manual
5. The proposed sign design as presented does not meet two bullet points of the criteria.

## DECISION

Based upon the foregoing, the Design Review Committee **APPROVES** the exterior paint as depicted in the photographs in the staff report.

Furthermore, in regards to the sign permit application SN-6-08 for a façade sign at 303 State Street, the Design Review Committee **Denies** the sign design as shown in Exhibit A of the Staff Report and requests that the applicant work with the Planning Department to modify the proposed sign so that it better complies with the requirements for downtown signage (see above). The modified sign design shall be brought back to the DRC for approval.



Susie Williams, Design Review Committee Chair (pro tem)

Date: 9-10-2008

Per SWMC 15.44.075, any applicant who is not satisfied with the decision of the Planning Commission may appeal the decision as part of an appeal of the underlying permit, following the procedures set forth in Chapter 2.90 of the municipal code to the extent applicable. Such request for a hearing must be made in writing with in 14 days of the action of the Design Review Committee.

# **Exhibit C**

**DIAMOND PLAZA SALON  
303 STATE ST. SUITE  
SEDRO WOOLLEY, WA 98284  
360-855-1055**

Sedro Woolley City Council  
Mayor Mike Anderson  
and Council Members

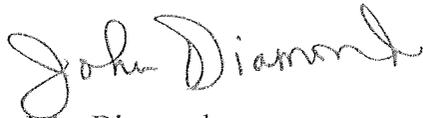
September 3, 2008

Dear City Council Members:

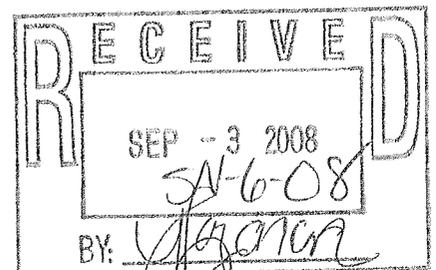
I am appealing the denial of my sign for Diamond Plaza Salon per your letter of August 20, 2008.

I understand that a meeting will be set up to explain my reasoning. I look forward to meeting with the Sedro Woolley City Council members.

Sincerely,



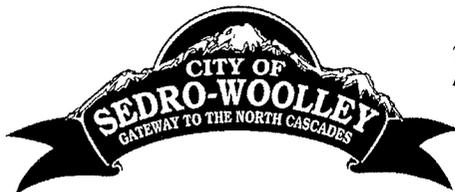
John Diamond  
Diamond Plaza



**UNFINISHED  
BUSINESS**

CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 10 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/Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Sewer Rate & Fee Ordinance  
DATE: December 10, 2008

ISSUE: Should the Council adopt the attached ordinance which increases the monthly charge for sanitary sewer service by \$2.75 for a residential customer?

BACKGROUND: This item was presented to the City Council on November 12<sup>th</sup> and a public hearing was conducting at that time. The City Council tabled this item at the November 25<sup>th</sup> meeting. The Council's utilities committee met on December 2<sup>nd</sup> and recommends adoption of the attached ordinance with the revision from the initial draft to reduce the flow based rate increase to \$3.97 per 100 cubic feet.

RECOMMENDATION: Motion to adopt Ordinance \_\_\_\_\_-08 increasing sewer rates.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE FEES AND CHARGES FOR USE OF THE CITY OF SEDRO-WOOLLEY SANITARY SEWER SYSTEM, AMENDING PORTIONS OF SEDRO-WOOLLEY MUNICIPAL CODE CHAPTER 13.16 AND CHAPTER 13.30, AND ADJUSTING THE LOW-INCOME SENIOR DISCOUNT**

WHEREAS, the City Council of the City of Sedro-Woolley is updating its Sanitary Sewer Capital Facilities Plan, and

WHEREAS, the work identified by the City will cost about \$15,133,000.00, and

WHEREAS, the intended method of financing is to utilize PWTF monies to the extent possible, to achieve a lower cost of funds, and

WHEREAS, the City has hired consultants who have made recommendations concerning the allocation of the cost of construction between connection fees and charges and monthly user fees, and

WHEREAS, the City Council finds that adoption of the connection and user fees set forth in this ordinance will support the construction projects in the Sanitary Sewer Capital Facilities Plan if anticipated financing is realized, and

WHEREAS, the City Council finds that it is in the interests of the public health, safety and welfare to adopt the fee schedules set forth below, now therefore,

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

**Section 1:** SWMC Section 13.30.010 is hereby amended to read as follows:

*13.30.010 Effective date.*

Commencing on ~~June 1, 2008~~ January 1, 2009, the sewer service charges specified in this chapter shall take effect. For buildings which have a public sewer available after that date, a sewer service charge shall commence thirty days after such public sewer has been available and notice of such availability is given.

**Section 2:** SWMC Section 13.30.020 is hereby amended to read as follows:

*13.30.020 Residential rates.*

Unless exempt from connection to the sewer, there shall be charged to each single residential dwelling unit (including mobile or manufactured homes on individual lots or in a mobile home park), and to each unit of a residential duplex (two units) or triplex (three units) dwelling, to which sewer service is available a basic monthly sewer service charge as follows:

~~June 1, 2008 and thereafter:~~ \_\_\_\_\_ \$48.50

January 1, 2009 and thereafter: \$51.25

The City Council shall review and adjust these rates annually or as needed.

**Section 3:** SWMC Section 13.30.040 is hereby amended to read as follows:

*13.30.040 Nonresidential schedule and other provisions.*

Unless otherwise provided by written agreement, there shall be charged to each nonresidential unit (including commercial and industrial units) to which sewer service is available a monthly sewer service charge as follows:

A. A base rate per connection per month plus a volume rate (in cubic feet) for all volume of discharge over seven hundred fifty cubic feet per month. The base rate shall be equal to the single residential rate set forth in this chapter. The volume rate charge shall be determined by the water consumption records provided by the Skagit County PUD No. 1 meter readings and records, or as otherwise determined as provided in this chapter.

B. The superintendent may adjust this charge based upon evidence that the metered water usage does not accurately reflect the volume of discharge disposed of through the sewer system. In making this adjustment, the superintendent may rely upon industry standards, scientific and engineering data, sewage flow meter data, qualified professional opinions, and any other basis which is in his or her opinion appropriate.

C. The superintendent may require the installation of any measuring devices to measure the flow of water or sewage at the owner's expense.

D. The volume rate charge shall be based upon the monthly (or average monthly) water volume for the most recently available water billing period preceding the sewer billing period.

E. The volume rate shall be as follows:

<del>June 1, 2008 and thereafter</del>	<del>\$3.76</del> <u>\$3.97</u>
January 1, 2009 and thereafter	per 100 cubic feet

F. For purposes of this section, the term "unit" shall mean any lot, structure or sanitary sewer connection served by or associated with a water meter, or any other lot, structure or sanitary sewer connection which the superintendent shall deem a separate unit for billing purposes.

**Section 4.** The effective date of this ordinance shall be January 1, 2009, more than 5 days after passage and publication.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Mayor

Attest:

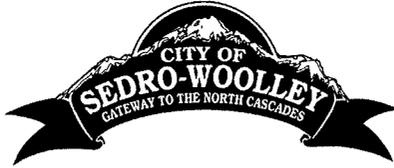
---

City Clerk

Approved as to form:

---

City Attorney



CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 10 2008

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

**Planning Department**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

---

**MEMO:**

**To:** City Council  
Mayor Anderson

**From:** Jack Moore *J.M.*  
Planning Director & Building Official

**Date:** December 10, 2008

**Subject:** Consolidated Planning Procedures Update **(2nd Read)**

---

**ISSUE**

Second read of major revisions to Chapter 2.90 SWMC – Consolidated Planning Procedures

**PROJECT DESCRIPTION / HISTORY**

These amendments are part of the ongoing effort to update the City's planning procedures to increase efficiency and predictability in our development review process. The City contracted planning consultant Jim Hanson to assist in developing these updates.

The code was then further refined by the Planning Department after previously presenting it to the City Council and receiving several suggestions for changes. These changes were made and before you is the final product.

**RECOMMENDED ACTION**

Make a motion to approve ordinance \_\_\_\_\_ to adopt the revised Sedro-Woolley Municipal Code Chapter 2.90—Consolidated Planning Procedures.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING NEW CONSOLIDATED PLANNING PROCEDURES AND REVISING SEDRO-WOOLLEY MUNICIPAL CODE CHAPTER 2.90**

**WHEREAS**, the City Council and Mayor directed the Planning Department to analyze the city's development code procedures and submit proposed changes for improving the efficiency of reviewing applications; and

**WHEREAS**, on May 23, 2007, the City Council approved the Planning Department's request to contract with a land-use consultant for assistance in changing or developing new Consolidated Planning Procedures; and

**WHEREAS**, on November 14, 2007, a draft revision was presented to the City Council and Planning Commission at the joint worksession for comments and recommendations; and

**WHEREAS**, the Planning Department instructed the land-use consultant to revise the draft to include the Council's and Planning Commission's recommendations; and

**WHEREAS**, the Planning Department reviewed and further modified the proposed chapter to produce the final draft of the Consolidated Planning Procedures; and

**WHEREAS**, the final draft was first presented to the City Council for review on October 8, 2008; and

**WHEREAS**, the City Council desires to create a more understandable, predictable and efficient process for reviewing permits;

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES ORDAIN AS FOLLOWS:**

**Section 1.** Chapter 2.90 SWMC is hereby replaced with the attached revised chapter identified as Appendix A and incorporated by this reference.

**Section 2.** This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

**Section 3.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 10th day of December, 2008, and signed in authentication of its passage this 11<sup>th</sup> day of December, 2008.

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Patsy Nelson, Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Eron Berg, City Attorney

Published \_\_\_\_\_

# **Appendix A**

**CHAPTER 2.90  
CONSOLIDATED PLANNING PROCEDURES**

- 2.90.010 PURPOSE AND INTENT**
- 2.90.020 APPLICABILITY**
- 2.90.030 EFFECT OF PERMIT**
- 2.90.035 PERMIT PROCESSES CLASSIFIED BY TYPE**
- 2.90.040 EXEMPTIONS FROM STATE PROCESS REQUIREMENTS**
- 2.90.050 SUBMITTAL REQUIREMENTS GENERAL**
- 2.90.060 AUTHORITY AND RESPONSIBILITIES**
- 2.90.070 PERMIT CLASSIFICATION**
- 2.90.075 PUBLIC NOTICE REQUIREMENTS**
- 2.90.080 APPLICATION AND DECISION-GENERAL**
- 2.90.090 APPEALS**
- 2.90.100 SUBMITTAL REQUIREMENTS-SPECIFIC**

**2.90.010 PURPOSE AND INTENT:**

The purpose and intent of this Chapter is to establish standard procedures for all land use and development applications in order to provide for an integrated and consolidated land use permit and environmental review process. It is further the purpose of this Chapter to combine and expedite development review to eliminate redundancy and minimize delays, to establish timelines for notifying the public of land use applications, to revise hearing requirements to allow one open record hearing and one closed record appeal hearing, and to provide that final decisions on development proposals be made within one hundred twenty (120) days of the date of the letter of completeness, except for development specifically exempted under this Chapter.

The mandatory nature of the one hundred twenty (120) day processing time notwithstanding, it is neither the intent nor the purpose of this Chapter to establish a claim or remedy for a delay in the final decision beyond one hundred twenty (120) days.

**2.90.20 APPLICABILITY:**

All applications for development shall be subject to the provisions of this Chapter, except where specifically exempted under SWMC 2.90.040, Exemptions from State Process Requirements.

**2.90.030 EFFECT OF PERMIT:**

The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this code. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid except insofar as the work or use which it authorized is lawful.

**2.90.035 PERMIT PROCESSES CLASSIFIED BY TYPE:**

Development subject to review by the City is classified and processed using one of the six (6) types of land use permit procedures listed in SWMC 2.90.070G. The review process for the types of permit review procedures are described in SWMC 2.90.070. If the code does not expressly provide for review according to one of the six (6) types of permit review procedures, and another specific procedure is not required by law, the Planning Department shall classify the application.

## **2.90.040 EXEMPTIONS FROM STATE PROCESS REQUIREMENTS:**

### **A. STATE AUTHORITY:**

RCW 36.70B.140 allows a local government to exclude certain project permits from procedure and time limit requirements. This Section deals with exemptions from State-mandated notice requirements. Permit types listed below may and often do have City Code requirements for review, notification, and appeal beyond State requirements.

### **B. EXEMPTIONS FROM CITY GOAL OF ONE HUNDRED TWENTY (120) DAY REVIEW PROCESS FOR CERTAIN ACTIONS REQUIRING MORE TIME:**

RCW 36.70B.140 provides that local governments may determine that there are "special circumstances" relative to certain actions or processes that warrant a different review process than that set forth in State law. Therefore, the City exempts the following actions since they typically require more than one hundred twenty (120) days to process or would be deemed emergencies:

1. Comprehensive Plan amendments with or without any other associated land use application such as a rezone,
2. Sedro-Woolley Municipal Code amendments,
3. Annexations,
4. Planned residential developments,
5. Development agreements,
6. Environmental impact statements,
7. Temporary emergency wetland permit,
8. Declared emergency under SEPA,
9. Street vacations,
10. Any project once it is appealed to the Hearing Examiner and/or City Council.
11. Any project once it becomes the subject of a petition under the Land Use Petition Act,
12. Any project that is determined by the Mayor to present extenuating circumstances which would require more than one hundred twenty (120) days to process.

### **C. EXEMPTIONS FROM STATE NOTIFICATION AND PROCEDURAL REQUIREMENTS FOR PERMITS RELATING TO USE OF PUBLIC AREAS/FACILITIES:**

As permitted by RCW 36.70B.140, the City also exempts the following “approvals relating to the use of public areas or facilities” from the notification and procedural requirements of RCW 36.70B.060 through 36.70B.080 and RCW 36.70B.110 through 36.70B.130.

1. Deferral of off- or on-site improvements,
2. Drainage connection permits,
3. Driveway construction permit (all uses/users),
4. Driveway relocation permit (all uses/users),
5. Franchise utility permits,
6. Right-of-way use permit,
7. Release of easements,
8. Side sewer permit,
9. Side sewer cap permit,
10. Sidewalk repair permit (all uses/users),
11. Sidewalk/curb/gutter construction permit (all uses),
12. Permits to stop City sewer service,
13. Other SEPA exempt actions/activities as outlined in WAC 197-11-800.

**D. EXEMPTIONS FROM STATE NOTIFICATION AND PROCEDURAL REQUIREMENTS FOR PERMIT APPLICATIONS NOT SUBJECT TO ENVIRONMENTAL REVIEW:**

RCW 36.70B.140 allows local governments to exclude certain approvals and building and engineering permits from the public notification and procedural requirements of the statute if they are categorically exempt from environmental review or if environmental review has already been completed at an earlier stage. However, the City’s one hundred twenty (120) day maximum processing time would still apply. Therefore, the City exempts the following actions from the public notification and procedural requirements since they are typically processed very quickly and would be considerably delayed by imposition of a public comment period(s).

1. Building and grading permits (SEPA exempt),

2. Business licenses for home occupations,
3. Fire installation/construction permits,
4. Mechanical, plumbing, sign and fence permits,
5. Lot line adjustments,
6. Final plats,
7. Minor amendments to a previously approved PUD,
8. Occupancy permits,
9. Shoreline exemptions,
10. Temporary use permits (SEPA exempt), but not exempting sign requirements,
11. Water, sewer, storm drainage, roadway permits (SEPA exempt),
16. Other SEPA exempt actions/activities as outlined in WAC 197-11-800.

#### **2.90.050 SUBMITTAL REQUIREMENTS – GENERAL:**

##### **A. PURPOSE:**

In order to comply with the State law, the City is required to detail the requirements for complete building, public works and land use permit applications.

##### **B. VESTING OF APPLICATION:**

Is a legal doctrine whereby a valid and fully complete building application for a project that is permitted under the zoning or other land use control ordinances in effect on the date of the application shall be considered under the building permit, zoning, or other land use controls in effect on the date of such valid and fully complete building application.

1. Supplemental information required after acceptance shall not affect the validity of the vesting for such application.
2. Revisions requested by an applicant to a vested, but not yet approved, application shall be deemed a new application when such revisions would result in a substantial change in the basic site design plan, intensity, density, and the like, involving a change of ten percent (10%)

or more in area or scale. Vesting for the new application shall occur upon the date of submission of a valid and fully complete building application for the changed project.

**C. APPLICATION LOCATION:**

All land use, building, fire, and public works applications addressed in this Title shall be filed with the Planning Department.

**D. COMPLETE APPLICATION:**

Unless waived by the Planning Department, the requirements for a full complete land use, building, or public works permit application shall consist of the information listed in SWMC, and any site-specific information identified in a preapplication meeting summary. Application fees pursuant to SWMC 2.90 are also required for a complete application.

**E. MULTIPLE PERMIT APPLICATION SUBMITTAL REQUIREMENTS:**

Where submittal requirements are duplicated for various types of permit applications, an applicant shall be required to submit only the largest (not total) number of copies required.

**F. SUBMITTAL WAIVER PROCESS:**

In order to have any of the normally required submittals waived, the applicant must request such waiver(s) at or after a preapplication meeting with City staff. Staff will consider the merits of the waiver request(s) and will provide the applicant with a written list of any/all submittals waived. The applicant must submit a copy of the list of City approved waiver(s) at the time of formal application.

**G. LETTER OF COMPLETENESS:**

Upon finding a Type II, III or IV application complete, the Development Services Department will provide a letter of completeness to the applicant and property owner(s).

**2.90.060 AUTHORITY AND RESPONSIBILITIES:**

**A. REVIEW AUTHORITY:**

SWMC 2.90.070G, Land Use Permit Procedures, lists the development applications and outlines the responsible review authority associated with making recommendations, conducting open record public hearings, open record appeals, the responsible official for the permit decision, and appeal bodies.

**B. SPECIFIC RESPONSIBILITIES:**

The regulation of land development is a cooperative activity including many different elected and appointed boards and City staff. The specific responsibilities of these bodies are listed as set forth in subsections C through G of this Section and SWMC, Title 2.

## C. PLANNING DIRECTOR OR DESIGNEE:

**1. Authority:** The Planning Director or designee shall review and act on the following:

- a. Building and grading permits,
- b. Binding site plan approval for commercial or industrial developments,
- c. Environmental Review:
  - i. Make threshold determinations for environmental checklists,
  - ii. Authorize circulation of draft environmental impact statements,
  - iii. Approve and issue final environmental impact statements,
  - iv. Approve mitigation conditions for mitigated determinations of nonsignificance and final environmental impact statements.
- d. Interpretation of flood insurance rate map boundaries,
- e. Boundary line adjustments (B.L.A.),
- f. Modifications:
  - i. Minor modifications to previously approved site plan,
  - ii. Modifications of street standards,
  - iii. Minor modifications of landscaping requirements,
  - iv. Minor amendment to PUD.
- g. Review of business licenses for home occupations,
- h. Shoreline exemptions,
- i. Shoreline permits,

j. Short plats –nine (9) or less,

k. Temporary use permits,

l. Variances – Administrative,

m. Modifications of the number of required parking stalls and the requirements of the parking, loading and driveway regulations.

**D. CITY ENGINEER OR DESIGNEE:**

1. The City Engineer shall review and act on the following:

a. Appeals of administrative decisions/determinations regarding requests for modification of storm drainage regulations,

b. Revocable permits for the temporary use of public right-of-way,

c. Sewer modifications, alternates, and appeals,

d. Modifications to Street Design Standards,

e. Waivers of on-site and off-site improvements (including deferrals),

**E. PLANNING COMMISSION:**

The Planning Commission shall review and act on the following:

**1. Comprehensive Plan:** Duties related to the Comprehensive Plan. Recommendations to City Council regarding amendments after holding a public hearing,

**2. Shoreline Master Program Amendments:** Recommendations to City Council regarding Shoreline Master Program Amendments after holding public hearing.

**3. Area-Wide Zoning:** The Planning Commission, in conducting area land use analysis, may from time to time recommend to the City Council area-wide zonings to implement the recommended amendments to the Comprehensive Plan.

**4. Land Use Regulations and Processes:** Upon Council request and based upon the goals and policies of the Comprehensive Plan, recommendations to Council regarding effective and efficient land use regulations and processes.

**F. HEARING EXAMINER:**

**1. Authority:** The Hearing Examiner shall review and act on the following:

- a. Appeals of administrative decisions/determinations and SEPA threshold decisions,
- b. Conditional approval permit for nonconforming uses,
- c. Conditional use permits,
- d. EIS hearing,
- e. Shoreline conditional use permit,
- f. Shoreline variance,
- g. Variances.

**2. Recommendations:** The Hearing Examiner shall hold a hearing and make recommendations to the City Council on the following:

- a. Major amendment to PRD,
- b. Master plan with and without PRD,
- c. Mobile/manufactured home park or subdivision,
- d. Preliminary plats,
- e. Planned Residential developments,
- f. Rezones, site specific, in conformance with the Comprehensive Plan,
- g. Variances from the provisions of the subdivision regulations relating to a full subdivision.

**3. Appeals:** Unless otherwise specified, any decision of the Responsible SEPA Official or the Planning Director or designee or the City Engineer or designee, in the administration of this Title shall be appealable to the Hearing Examiner as an administrative determination pursuant to SWMC 2.90.090, Appeals.

**G. CITY COUNCIL:**

The City Council shall review and act on the following:

1. Annexations,
2. Appeals of Hearing Examiner decisions, excepting Hearing Examiner decisions that were appeals of administrative decisions,
3. Comprehensive Plan map or text amendment,
4. Dedications of property for public purposes,
5. Development and zoning regulations text amendment,
6. Development Agreements,
7. Designation of historic overlay district,
8. Final plats,
9. Preliminary plats,
10. Planned residential developments, preliminary and final,
11. Release of easements,
12. Rezones consistent with the Comprehensive Plan,
13. Rezones with associated Comprehensive Plan map or text amendment,
14. Street vacations,
15. Variances from the provisions of the subdivision regulations relating to a full subdivision,
16. Appeals of Design Review Committee decisions.

## **H. REVIEW AUTHORITY FOR MULTIPLE PERMIT APPLICATIONS:**

Where required permits are subject to different types of permit review procedures, then all the associated applications are subject to the highest level of review authority that applies to any of the required applications.

### **2.90.070 PERMIT CLASSIFICATION:**

#### **A. PURPOSE:**

The purpose of this Section is to outline the procedure and time requirements for the various development applications reviewed by the City. All development applications are classified and processed according to one of 6 types of permit procedures, as identified in subsection G of this Section.

#### **B. REVIEW PROCESS BASED UPON APPLICATION TYPE:**

Subsection G of this Section lists the development applications and explains the basic steps in the review process. This table also outlines the responsible review authority

#### **C. CONSOLIDATED REVIEW PROCESS FOR MULTIPLE PERMIT APPLICATIONS:**

**1. Optional Process Resulting in a Single Open Record Public Hearing:** An applicant may elect to have the review and decision process for required permits consolidated into a single review process. Consolidated review shall provide for only one open record hearing and no more than one closed record appeal period. An appeal of an environmental determination of significance (DS) is exempt from limits on the number of appeals. Where hearings are required for permits from other local, State, regional, or Federal agencies, the City will cooperate to the fullest extent possible with the outside agencies to hold a single joint hearing.

**2. Review Authority for Multiple Permit Applications:** Where more than one land use permit application is required for a given development, an applicant may file all related permit applications concurrently, pay appropriate fees, and the processing may be conducted under the consolidated review process. Where required permits are subject to different types of permit review procedures, then all the applications are subject to the highest-number procedure, as identified in subsection G of this Section, and highest level of review authority, that applies to any of the applications.

#### **D. TIME FRAME BASED ON PERMIT TYPE:**

The time frame varies for each of the land use permit types, as discussed in subsection G of this Section. The timelines include the statutory requirement that requires the issuance of a letter of completeness within twenty eight (28) days of the application submittal, pursuant to RCW 36.70B.070(1), and the provision for final decisions on permits within one hundred twenty (120) days of receipt of a complete application.

#### **E. TIME FRAMES – MAXIMUM PERMITTED:**

Final decisions on all permits and reviews subject to the procedures of this Chapter shall occur within one hundred twenty (120) days from the date an application is deemed complete, unless the applicant consents to an extension of such time period. If a project application is substantially revised by an applicant, the one hundred twenty (120) day time period shall start again after the revised project application is determined to be complete. Development applications which are specifically exempted under SWMC 2.90.040 Exemptions from State Process Requirements, are not subject to this time frame.)

## **F. EXCLUSIONS FROM ONE HUNDRED TWENTY (120) DAY TIME LIMIT:**

In determining the number of days which have elapsed since the applicant was notified that the application is complete, the following periods shall be excluded:

**1. Revisions/Additional Information Required:** The time period in which an applicant has been requested by the Planning Department to correct plans, perform required studies, or provide additional information. The period shall be calculated from the date the Planning Department notifies the applicant of the need for additional information until: (a) the date the Department determines the additional information satisfies the request for information, or (b) fourteen (14) days after the date acceptable information has been provided to the City, whichever is earlier. If the Department determines that the information submitted is insufficient, it shall notify the applicant of the deficiencies.

**2. EIS Preparation:** A period of two hundred fifty (250) days for the preparation of a draft environmental impact statement (DEIS), following a determination of significance. This time frame shall commence after the final scoping of the DEIS is complete.

**3. Applicant Agreements:** Any time extension mutually agreed upon by the applicant and the Planning Department.

**G. LAND USE PERMIT PROCEDURES:**

**A. Permit Classification Table:**

Land Use Permit/Action	Permit Type					
	I	II	III	IV	V	VI
Administrative Determination	X					
Binding Site Plan		X				
Boundary Line Adjustment	X					
Building Permit SEPA Exempt	X					
Code Interpretation	X					
Comprehensive Plan Map (and Rezone) or Text Amendments						X
Conditional Use Permit			X			
Design Review with Building Permit	X					
Design Review with Hearing Examiner Land Use Permit			X			
Development Agreement					X	
Development Regulation Text Amendments referred to Planning Commission						X
Development Regulation Text Amendments not referred to Planning Commission					X	
Environmental Review		X				
Fence or Wall Permit	X					
Fill and Grade Permit	X					
Floodplain district development permit or variance				X		
Home Occupation	X					
Landscape Modifications	X					
Major Modification PRD				X		
Master Plan Approval				X		
Minor Modifications	X					
Nonconforming Use – ordinary maintenance or repair	X					
Nonconforming Use – certificate of use or occupancy	X					
Nonconforming Use – special permission to enlarge, expand, or reconstruct			X			
Plat, Preliminary				X		

Land Use Permit/Action	Permit Type					
	I	II	III	IV	V	VI
Plat, Final					X	
Planned Residential Development				X		
Rezones consistent with Comprehensive Plan				X		
Shoreline Conditional Use Permit			X			
Shoreline Exemption	X					
Shoreline Substantial Development Permit			X			
Shoreline Variance			X			
Short plat		X				
Short plat – when hearing requested			X			
Site Plan Approval	X					
Special Use Permit			X			
Street Vacations				X		
Street Design Modifications	X					
Temporary Use Permit		X				
Variances			X			
Zoning Waivers				X		

## Summary of Permit Processes

	Type I	Type II	Type III	Type IV	Type V	Type VI	Shoreline Permits and Annexations
Pre-application Meeting	No	Required for short plats, building permits with street improvements, and all other non-single-family residential actions	Required, unless waived by Director	Required, unless waived by Director	Required, unless waived by Director	Required, unless waived by Director	Required, unless waived by Director
Letter of Completeness	No	Required	Required	Required	No	No	No
Notice of Application	No	Required,	Required,	Required,	Required,	Required	See RCW 35A.14 or the Shoreline Management Master Program
Notice of Hearing	Not Applicable	Not Applicable	Required	Required	Required	Required	See RCW 35A.14 or the Shoreline Management Master Program
Open-Record Public Hearing	No	No	Yes, before Hearing Examiner to render final decision	Yes, before Hearing Examiner or Planning Commission, to make recommendation to City Council	No	Yes, before Planning Commission to make recommendation to City Council	See RCW 35A.14 or the Shoreline Management Master Program
Closed Record Appeal/Final Decision	Only if appealed, then before Hearing Examiner	Only if appealed, then before Hearing Examiner	Only if appealed, then before City Council	Yes, before Council to render final decision	Yes, before Council to render final decision	Yes, before Council to render final decision	See RCW 35A.14 or the Shoreline Management Master Program
Notice of Decision	Required,	Required,	Required,	Required,	Required,	Required,	See RCW 35A.14 or the Shoreline Management Master Program
Recommendation Made By	Not Applicable	Not Applicable	Not Applicable	Hearing examiner or Planning Commission	Staff	Planning Commission	See RCW 35A.14 or the Shoreline Management Master Program
Final Decision Made By	Planning Director	Planning Director	Hearing Examiner	City Council	City Council	City Council	See RCW 35A.14 or the Shoreline Management Master Program
Judicial Appeal	See 2.90.090	See 2.90.090	See 2.90.090	See 2.90.090	See 2.90.090	See 2.90.090	See RCW 35A.14 or the Shoreline Management Master Program

## **2.90.075 PUBLIC NOTICE REQUIREMENTS:**

### **A. APPLICABILITY:**

A notice of application is not required for actions which are classified as a Type I land use procedure under SWMC 2.90.060G, and for actions specifically exempted under SWMC 2.90.040, Exemptions from State Process Requirements, but is required for all land development permit applications subject to notice requirements.

### **B. NOTICE OF DEVELOPMENT APPLICATION:**

1. Within fourteen (14) days of issuing a letter of completeness under 2.90.080(C), Letter of Completeness, the City shall issue a notice of development application. The notice shall, at minimum, include the following:

- a. Applicant and/or owner name,
- b. Project name and City file number,
- c. Date of application acceptance,
- d. Project location,
- e. Project description,
- f. A listing of all permits/approvals requested,
- g. The date the fourteen (14) day public comment period expires,
- h. The following, or equivalent, statements: "In order to receive additional information regarding this particular project, you will need to contact the City's Planning Department and request to be made a party of record" and "In order to become a party of record or to obtain further information regarding this project, please contact the City of Sedro-Woolley Planning Department at 325 Metcalf Street, (360) 855-0771." The date, time, and place of a public hearing if one has been scheduled.

2. One notice per frontage of the proposed development shall be posted on or near the subject property and mailed to property owners and residents within five hundred feet (500') of the boundaries of the subject property.

### **C. NOTICE OF ADMINISTRATIVE DECISIONS:**

The Planning Department shall notify all parties of record, the project proponent and affected government agencies of any administrative decision subject to notice. Notification must be made by mail; however, the Planning Department may also elect to post the notices of administrative decision at or near the project site. The notice shall include:

1. A description of the decision(s), including any conditions of approval.
2. A statement explaining where further information may be obtained.
3. Any threshold environmental determination issued for the project. If an application subject to an administrative approval requires an environmental threshold determination, the notice of administrative approval shall include the threshold determination and its appeal process.
4. The decision and a statement that the decision will be final unless an appeal to the Hearing Examiner is filed with the Planning Director within fourteen (14) days of the date of the decision.

#### **D. NOTICE OF PUBLIC HEARING:**

Notice of a public hearing for all development applications subject to notification requirements and all open record appeals shall be given as follows:

**1. Time of Notices:** Except as otherwise required, public notification of meetings, hearings, and pending actions shall be made by:

- a. Publication at least ten (10) days before the date of a public meeting, hearing, or pending action in the official newspaper if one has been designated or a newspaper of general circulation in the City,
- b. Mailing at least ten (10) days before the date of a public meeting, hearing, or pending action to all parties of record, the project proponent and affected government agencies, and
- c. Posting of not less than one notice per frontage at the site of the proposed development on or near the subject property at least ten (10) days before the meeting, hearing, or pending action at or near the project site.

**2. Content of Notice:** The public notice shall include a general description of the proposed project, the action to be taken, a nonlegal description of the property or a vicinity map or sketch, the time, date and place of the public hearing, where further information may be obtained, and the following, or equivalent, statement: "If the hearing on a pending action cannot be completed on the date set in the public notice, the meeting or hearing may be continued to a date certain and no further notice under this Section is required".

#### **E. NOTICE OF HEARING EXAMINER DECISION:**

Notice of Hearing Examiner decisions subject to notice requirements shall be made by the Hearing Examiner's office to all parties of record, the project proponent, and Planning Department, and affected government agencies. Notification shall be made by mail and must include:

1. A description of the decision(s), including any conditional approval.
2. A statement explaining where further information may be obtained.

3. Any threshold environmental determination issued and its appeal process.

4. The decision date and a statement that the decision will be final unless an appeal to the City Council is filed with the City Clerk within fourteen (14) days of the date of publication of the decision.

#### **F. NOTICE OF CITY COUNCIL DECISION:**

Notice of City Council decisions subject to notice requirements shall be made by the City Clerk's office to all parties or record, the project proponent, the Planning Department, and affected government agencies. Notification shall be made by mail and must include:

1. A description of the decision(s), including any conditions of approval.

2. A statement explaining where further information may be obtained.

3. Any threshold environmental determination issued and its appeal process.

4. The decision date and a statement that the decision will be final unless the appropriate land use appeal, writ of review or appeal from the decision of the City Council is filed with the Superior Court within fourteen (21) days of the date of the decision.

#### **2.90.080 APPLICATION AND DECISION – GENERAL:**

##### **A. PREAPPLICATION MEETING:**

1. **a. Preapplication Required:** A preapplication meeting may be required prior to formal submittal of a development application for Type II, III, and IV permits.

**b. Preapplication Recommended:** A preapplication meeting is recommended for all other projects.

2. **Purpose:** The meeting is not intended to provide an exhaustive review of all potential issues. Preapplication review does not prevent or limit the City from applying all relevant laws at the time of application submittal. The purposes of a preapplication meeting are:

a. To acquaint an applicant with the requirements of the City's development regulations and other applicable laws.

b. To provide an opportunity for the City to be acquainted with a proposed application prior to review of a formal application.

3. **Preapplication Submittal Requirements:** Preapplication meeting submittal requirements are available through the City of Sedro-Woolley's Planning Department.

**4. Waiver of Formal Application Submittal Requirements:** An applicant may submit a written request for a waiver from formal application submittal requirements which may be considered during or after a preapplication meeting.

**B. SUBMITTAL OF FORMAL APPLICATION:**

Applications, except appeals of administrative or environmental determinations shall be filed with the Planning Department.

**C. LETTER OF COMPLETENESS:**

**1. Timing:** Within twenty eight (28) days after receipt of an application, the Planning Department shall provide a written determination that the application is deemed complete or incomplete according to the submittal requirements as listed in SWMC 2.90.100 A, B or C, and any site-specific information identified after a site visit. In the absence of a written determination, the application shall be deemed complete.

**2. Applications Which are Not Complete:** If an application is determined incomplete, the necessary materials for completion shall be specified in writing to the contact person and property owner. Within fourteen (14) days of submittal of the information specified as necessary to complete an application, the applicant will be notified whether the application is complete or what additional information is necessary.

**3. Additional Information May Be Requested:** A written determination of completeness does not preclude the Planning Department from requesting supplemental information or studies, if new information is required to complete review of an application or if significant changes in the permit application are proposed. The Planning Department may set deadlines for the submittal or supplemental information.

**D. NOTICES TO APPLICANT:**

The applicant shall be advised of the date of acceptance of the application and of the environmental determination. The applicant shall be advised of the date of any public hearing at least ten (10) days prior to the public hearing.

**E. REPORT BY PLANNING DEPARTMENT:**

**1. Report Content:** When such application has been set for public hearing, if required, the Planning Department shall coordinate and assemble the comments and recommendations of other City departments and government agencies having an interest in the subject application and shall prepare a report summarizing the factors involved and the Planning Department findings and supportive recommendations.

**2. Report Timing:** At least ten (10) working days prior to the scheduled hearing, the report shall be filed with the Examiner and copies thereof shall be mailed to the applicant and shall be made available for use by any interested party for the cost of reproduction.

## F. PUBLIC HEARING:

**1. Hearing by Examiner Required:** Before rendering a decision or recommendation on any application for which a public hearing is required, the Examiner shall hold at least one public hearing thereon.

**2. Constitutes Hearing by Council:** On applications requiring approval by the City Council, the public hearing before the Examiner, if required, shall constitute the hearing by the City Council.

**3. Hearing Rules:** The Examiner shall have the power to prescribe rules and regulations for the conduct of hearings under this Chapter subject to confirmation by the City Council, and to administer oaths and preserve order.

**4. Closure/Continuation of Public Hearing:** At the close of the testimony, the Examiner may close the public hearing, continue the hearing to a time and date certain, or close the public hearing pending the submission of additional information on or before a date certain.

**5. Application Dismissal:** Until a final action on the application is taken, the Examiner may dismiss the application for failure to diligently pursue the application after notice is given to all parties of record.

## G. EXAMINER'S DECISION:

**1. Standard Decision Time and Notification Procedure:** Unless the time is extended pursuant to this Section, within fourteen (14) days of the conclusion of a hearing, or the date set for submission of additional information pursuant to this Chapter, the Examiner shall render a written decision, including findings from the record and conclusions therefrom, and shall transmit a copy of such decision by regular mail, postage prepaid, to the planning department, to the applicant and to other parties of record in the case requesting notice of the decision. The person mailing the decision, together with the supporting documents, shall prepare an affidavit of mailing, in standard form, and the affidavit shall become a part of the record of the proceedings. In the case of applications requiring City Council approval, the Examiner shall file his decision with the City Council at the expiration of the appeal period for the decision.

**2. Decision Time Extension:** In extraordinary cases, the time for filing of the recommendation or decision of the Examiner may be extended for not more than thirty (30) days after the conclusion of the hearing if the Examiner finds that the amount and nature of the evidence to be considered, or receipt of additional information which cannot be made available within the normal decision period, requires the extension. Notice of the extension, stating the reasons therefor, shall be forwarded to all parties of record in the manner set forth in this Section for notification of the Examiner's decision.

**3. Conditions:** The Examiner's recommendation or decision may be to grant or deny the application, or the Examiner may require of the applicant such conditions, modifications and restrictions as the Examiner finds necessary to make the application compatible with its environment and carry out the objectives and goals of the Comprehensive Plan, the zoning regulations, the subdivision regulations, the codes and ordinances of the City of Sedro-Woolley, and the approved preliminary plat, if applicable. Conditions, modifications and restrictions which may be imposed are, but are not limited to, additional setbacks, screenings in the form of landscaping and fencing, covenants, easements and

dedications of additional road rights-of-way. Performance bonds may be required to insure compliance with the conditions, modifications and restrictions.

**4. Reconsideration of Examiner's Decision:** Any interested person who believes that the decision of the Examiner is based on an erroneous procedure, errors of law or fact, error in judgment, or the discovery of new evidence which could not be reasonably available at the prior hearing may make a written application for review by the Examiner within fourteen (14) days after the written decision of the Examiner has been rendered or within fourteen (14) days of the publication of decision, if required. The application shall set forth the specific errors relied upon by such appellant, and the Examiner may, after review of the record, take further action as the Examiner deems proper. The Examiner may request further information which shall be provided within ten (10) days of the request. The Examiner's written decision on the request for reconsideration shall be transmitted to all parties of record within ten (10) days of receipt of the application for reconsideration or receipt of the additional information requested, whichever is later.

#### **H. EXPIRATION OF DECISION:**

The City declares that circumstances surrounding land use decisions change rapidly over a period of time. In order to assure the compatibility of a decision with current needs and concerns, any such decision must be limited in duration, unless the action or improvements authorized by the decision is implemented promptly. Any application or permit approved pursuant to this Chapter with the exception of rezones shall be implemented within two (2) years of such approval unless other time limits are prescribed elsewhere in the Sedro-Woolley Municipal Code. Any application or permit which is not so implemented shall terminate at the conclusion of that period of time and become null and void.

#### **I. EXTENSION:**

The Examiner may grant one extension of time for a maximum of one year for good cause shown. The burden of justification shall rest with the applicant.

#### **J. EXPIRATION OF LARGE SCALE OR PHASED PROJECTS:**

For large scale or phased development projects, the Examiner may at the time of approval or recommendation set forth time limits for expiration which exceed those prescribed in this Section for such extended time limits as are justified by the record of the action.

#### **K. COUNCIL ACTION:**

**1. Council Action Requires Minutes and Findings of Fact:** Any application requiring action by the City Council shall be evidenced by minute entry unless otherwise required by law. When taking any such final action, the Council shall make and enter findings of fact from the record and conclusions therefrom which support its action.

**2. Adoption of Examiner's Findings and Conclusions Presumed:** Unless otherwise specified, the City Council shall be presumed to have adopted the Examiner's findings and conclusions.

**3. Applications to Be Placed on Council Agenda:** Except for rezones, all applications requiring Council action shall be placed on the Council's agenda for consideration.

## **2.90.090 APPEALS:**

### **A. SCOPE AND PURPOSE:**

This Section provides the basic procedures for processing all types of land use and development-related appeals. Specific requirements are based upon the type/level of appeal and the appeal authority. Procedures for the following types of appeals are included in this Section:

1. Appeals to Hearing Examiner of administrative decisions and environmental determinations,
2. Appeals to City Council,
3. Appeals to Superior Court, and
4. Appeals to the State Shorelines Hearings Board.

### **B. DECISION AUTHORITY:**

SWMC 2.90.070 G, Land Use Permit Procedures, lists the development permits reviewed by the City and the review authority responsible for open record appeals, closed record appeals and judicial appeals. Where required permits are subject to different types of permit review procedures, then all the applications are subject to the highest-number procedure, as identified SWMC 2.90.070G, and highest level of review authority that applies to any of the applications.

### **C. GENERAL INFORMATION APPLICABLE TO ALL TYPES OF APPEALS:**

#### **1. Standing: (Reserved)**

#### **2. Time to File: (Reserved)**

**3. Required Form for and Content of Appeals:** Any appeal shall be filed in writing. The written notice of appeal shall fully, clearly and thoroughly specify the substantial error(s) in fact or law which exist in the record of the proceedings from which the appellant seeks relief.

**4. Filing of Appeal and Fee:** The notice of appeal shall be accompanied by a fee as prescribed by the City fee schedule.

**5. Facsimile Filings:** Whenever any application or filing is required under this Chapter, it may be made by facsimile. Any facsimile filing received at the City after five o'clock (5:00) p.m. on any business day will be deemed to have been received on the following business day. Any facsimile filing received after five o'clock (5:00) p.m. on the last date for filing will be considered an untimely filing. Any party desiring to make a facsimile filing after four o'clock (4:00) p.m. on the last day for the filing must call the City official with whom the filing must be made and indicate that the filing is being made by facsimile and the number to which the facsimile copy is being sent. The filing party must ensure that the facsimile filing is transmitted in adequate time so that it will be completely received by the City before five o'clock (5:00) p.m. in all instances in which filing fees are to accompany the filing of an application, those filing fees must be received by the City before the end of the business day on the last day of the filing period or the filing will be considered incomplete and will be rejected.

**6. Notice of Appeal: (Reserved)**

**7. Restrictions on Subsequent Actions:** Any later request to interpret, explain, modify, or retract the decision shall not be deemed to be a new administrative determination creating a new appeal period for any new third party to the permit.

**8. Limit on Number of Appeals:** The City has consolidated the permit process to allow for only one open record appeal of all permit decisions associated with a single development application.

Any appeal of the action of the Hearing Examiner in the case of appeals from environmental determinations shall be joined with an appeal of the substantive determination.

**9. Exhaust of Administrative Remedies: (Reserved)**

**D. APPEALS TO EXAMINER OF ADMINISTRATIVE DECISIONS AND ENVIRONMENTAL DETERMINATIONS:**

**1. Applicability and Authority:**

**a. Administrative Determinations:** Any administrative decision may be appealed to the Hearing Examiner, by submitting a written appeal to the Planning Department along with the applicable appeal fee.

**b. Environmental Determinations:** Except for permits and variances issued pursuant to, Shoreline Master Program Regulations, when any proposal or action is granted, conditioned, or denied on the basis of SEPA by a nonelected official, the decision shall be appealable to the Hearing Examiner under the provisions of this Section.

**c. Authority:** The Examiner shall have all of the powers of the office from whom the appeal is taken insofar as the decision regarding the specific issue is concerned.

**2. Standing:**

**a. Standing for Filing Appeals of the City's Environmental Determinations:** Appeals from environmental determinations as set forth in this Title may be taken to the Hearing Examiner by any person aggrieved, or by any officer, department, board or bureau of the City affected by such determination. Any agency or person may appeal the City's compliance with chapter 197-11 WAC for issuance of a Threshold Determination.

**b. Standing for Appeals of Administrative Determinations other than Environmental:** Appeals from administrative determinations of the City's land use regulation codes and from environmental determinations required by the Sedro-Woolley environmental review regulations

may be taken to the Hearing Examiner by any person aggrieved, or by any officer, department, board or bureau of the City affected by such determination.

**3. Time for Appeal:** Any such appeal shall be filed in writing with the Examiner within the following time limits:

**a. Appeals of Environmental Determinations:** Appeals of a final environmental determination under the Sedro-Woolley environmental review regulations shall be filed within fourteen (14) days of publication of notice of such determination.

**i. A Final DNS:** The appeal of the DNS must be made to the Hearing Examiner within fourteen (14) days of the date the DNS is final.

**ii. A DS:** The appeal must be made to the Hearing Examiner within fourteen (14) days of the publication date of the DS in the official City newspaper.

**iii. A Final EIS:** The appeal of the FEIS must be made to the Hearing Examiner within twenty (20) days of the date the permit or other approval is issued.

**b. Appeals to Examiner of Administrative Determinations Other Than Environmental:**

Appeals from an administrative decision pursuant to this Chapter shall be filed within fourteen (14) days of the date that the action was taken or publication of notice of determination, if applicable.

The appeal from an administrative decision implementing a land use decision of the City Council or the Hearing Examiner pursuant to this Chapter shall be filed with the Hearing Examiner, along with the required fee, within fourteen (14) days of the administrative decision or, if no date of administrative decision can be determined, within fourteen (14) days of the issuance of any permit which requires interpretation of that land use decision, such administrative decision being an essential part of the issuance of the permit, license, or other City permission to proceed.

As between the permit holder and the City, any decision to modify or retract the permit shall give the permit holder a fourteen (14) day appeal period from the date of the action to modify or retract the permit.

**5. Complaints After Expiration of Appeal Time:** Any claim that an administrative decision maker has failed to correctly interpret or enforce a land use decision after the expiration of the appeal time established in this Section shall not create an appeal right, but will be treated as a complaint of noncompliance with the land use decision.

**6. Appeal Procedures – Hearing Examiner:** The City establishes the following administrative appeal procedures under RCW 43.21C.075 and WAC 197-11-680:

**a. Notice to Officer:** Immediately upon receipt of the notice of appeal, the Hearing Examiner shall forward to the officer from whom the appeal is being taken a copy of the notice of appeal.

**b. Transmittal of Records and Reports:** Upon receiving such notice, the officer from whom the appeal is being taken shall transmit to the Hearing Examiner all of the records pertaining to the decision being appealed, together with such additional written reports as are deemed pertinent. The Examiner may request additional information from the applicant.

**c. Notice of Hearing Required:** A written notice of the time and place of the hearing at which the appeal shall be considered by the Examiner shall be mailed to the applicant, all parties of record in the case, and to the officer from whom the appeal is taken not less than ten (10) days prior to the date of the hearing.)

**d. Content of Hearing:** The Examiner may hear and consider any pertinent facts pertaining to the appeal.

**e. Record Required:** For any appeal under this subsection, the City shall provide for a record that shall consist of the following:

- i. Findings and conclusions;
- ii. Testimony under oath; and
- iii. An electronically recorded or written transcript.

**f. Electronic Transcript:** The City may require the appellant to provide an electronic transcript.

## **7. Examiner Decision:**

**a. Substantial Weight:** The procedural determination by the SEPA Responsible Official or City staff shall carry substantial weight in any appeal proceeding. The Hearing Examiner shall give substantial weight to any discretionary decision of the City rendered pursuant to this Chapter/Title.

**b. Examiner Decision Options and Decision Criteria:** The Examiner may affirm the decision or remand the case for further proceedings, or it may reverse the decision if the substantial rights of the applicant may have been prejudiced because the decision is:

- i. In violation of constitutional provisions; or
- ii. In excess of the authority or jurisdiction of the agency; or
- iii. Made upon unlawful procedure; or
- iv. Affected by other error of law; or

v. Clearly erroneous in view of the entire record as submitted; or

iv. Arbitrary or capricious.

**c. Time for Examiner's Decision:** The Hearing Examiner shall render a written decision within ten (10) days.

#### **8. Appeal of Examiner Decision:**

a. Appeal of Examiner's Decision to Council: Unless a specific section or State law providing for review of decision of the Examiner requires review thereof by the Superior Court or other body, any interested party aggrieved by the Examiner's written decision or recommendation may submit a notice of appeal to the City Council, subject to SWMC 2.90.090(C)(7).

### **E. APPEALS TO CITY COUNCIL – PROCEDURES:**

**1. Time for Appeal:** Unless a specific section of State law providing for review of a decision of the Examiner requires review thereof by the Superior Court or any other body, any interested party aggrieved by the Examiner's written decision or recommendation may submit a notice of appeal to the Planning Director, within fourteen (14) calendar days from the issuance date of the Examiner's written report or date of publication, if applicable.

**2. Notice to Parties of Record:** Within five (5) days of receipt of the notice of appeal, the Planning Director shall notify all parties of record of the receipt of the appeal.

**3. Opportunity to Provide Comments:** Other parties of record may submit letters in support of their positions within ten (10) days of the dates of mailing of the notification of the filing of the notice of appeal.

**4. Transmittal of Record to Council:** Thereupon the Planning Director shall forward to the members of the City Council all of the pertinent documents, including the written decision or recommendation, findings and conclusions contained in the Examiner's report, the notice of appeal, and additional letters submitted by the parties.

**5. Council Review Procedures:** No public hearing shall be held by the City Council. No new or additional evidence or testimony shall be accepted by the City Council unless a showing is made by the party offering the evidence that the evidence could not reasonably have been available at the time of the hearing before the Examiner. If the Council determines that additional evidence is required, the Council shall remand the matter to the Examiner for reconsideration and receipt of additional evidence. The cost of transcription of the hearing record shall be borne by the applicant. In the absence of an entry upon the record of an order by the City Council authorizing new or additional evidence or testimony, and a remand to the Hearing Examiner for receipt of such evidence or testimony, it shall be presumed that no new or additional evidence or testimony has been accepted by the City Council, and that the record before the City Council is identical to the hearing record before the Hearing Examiner.

**6. Council Evaluation Criteria:** The consideration by the City Council shall be based solely upon the record, the Hearing Examiner's report, the notice of appeal and additional submissions by parties.

**7. Findings and Conclusions Required:** If, upon appeal of a decision of the Hearing Examiner on an application submitted pursuant to, and after examination of the record, the Council determines that a substantial error in fact or law exists in the record, it may remand the proceeding to Examiner for reconsideration, or modify, or reverse the decision of the Examiner accordingly.

**8. Council Action:** If, upon appeal from a recommendation of the Hearing Examiner upon an application submitted pursuant to, and after examination of the record, the Council determines that a substantial error in fact or law exists in the record, or that a recommendation of the Hearing Examiner should be disregarded or modified, the City Council may remand the proceeding to the Examiner for reconsideration, or enter its own decision upon the application.

**9. Decision Documentation:** In any event, the decision of the City Council shall be in writing and shall specify any modified or amended findings and conclusions other than those set forth in the report of the Hearing Examiner. Each material finding shall be supported by substantial evidence in the record. The burden of proof shall rest with the appellant.

**10. Council Action Final:** The action of the Council approving, modifying or rejecting a decision of the Examiner shall be final and conclusive, unless appealed within the time frames established under subsection G5 of this Section.

#### **F. APPEALS TO SUPERIOR COURT:**

**1. Intent:** Appeals pursuant to this Section are intended to comply with the Land Use Petition Act, chapter 36.70C RCW.

**2. Applicability:** Any decision or order issued by the City pursuant to this Section may be judicially reviewed provided that available administrative appeals, including those listed in, have been exhausted.

**3. Standing:** Those persons with standing to bring an appeal of a land use decision are limited to the applicant, the owner of property to which land use decisions are directed, and any other person aggrieved or adversely affected by the land use decision or who would be aggrieved or adversely affected by a reversal or modification of the land use decision. The terms "aggrieved" and "adversely affected" are defined in RCW 36.70C.060.

**4. Content of Appeal Submittal:** The content, procedures and other requirements of an appeal of land use decision are governed by chapter 36.70C RCW which is incorporated herein by reference as if fully set forth.

**5. Time for Initiating Appeal to Superior Court:**

**a. Appeals of Land Use Decisions:** An appeal to Superior Court of a land use decision, as defined herein, must be filed within twenty one (21) days of the issuance of the land use decision. For purposes of this Section, the date on which a land use decision is issued is:

i. Three (3) days after a written decision is mailed by the City or, if not mailed, the date on which the local jurisdiction provided notice that a written decision is publicly available;

ii. If the land use decision is made by ordinance or resolution by the City Council, sitting in a quasi-judicial capacity, the date the body passes the ordinance or resolution; or

iii. If neither (i) or (ii) of this subsection applies, the date the decision is entered into the public record.

**b. Appeal of Environmental Determinations:** Appeal to the Superior Court of the environmental decision and the substantive determination must be made within twenty (20) days of the substantive determination and must be made by writ of review to the Superior Court of Washington for Skagit County.

**6. Appeals of Other Than Land Use Decisions – Superior Court:** Appeals to Superior Court from decisions other than a land use decision, as defined herein, shall be appealed within the time frame established by ordinance. If there is no appeal time established by an ordinance, and there is no statute specifically pre-empting the area and establishing a time frame for appeal, any appeal, whether through extraordinary writ or otherwise, shall be brought within twenty one (21) days of the decision.

#### **H. APPEALS OF SHORELINE PERMIT DECISIONS TO SHORELINES HEARING BOARD:**

**1. Standing for Appeals to Shorelines Hearings Board:** Any person aggrieved by the granting or denying of a substantial development permit, a conditional use permit and/or a variance on shorelines of the City, or by the rescinding of a permit pursuant to the provisions of the Shoreline Master Program, may seek review from the State of Washington Shorelines Hearing Board.

**2. Place and Time for Filing Appeals:** Appeals of decisions by the Hearing Examiner must be made directly to the Shorelines Hearings Board. Appeals are made by filing a request for the same within twenty one (21) days of receipt of the final order and by concurrently filing copies of such request with the Department of Ecology and the Attorney General's office as provided in section 18(1) of the Shorelines Management Act of 1971.

**3. City Requires Copy of Appeal Notice:** A copy of any such appeal notice shall likewise be filed with the Planning Department of the City of Sedro-Woolley.

**4. Limited Utility Extensions and Protective Bulkheads – Appeals:** Appeals of substantial development permits, for a limited utility extension as defined in RCW 90.58.140 (11) or for the construction of a bulkhead or other measures to protect a single family residence and its appurtenant structures from shoreline erosion, shall be finally determined by the legislative authority within thirty (30) days.

## **2.90.100 SUBMITTAL REQUIREMENTS – SPECIFIC TO APPLICATION TYPE:**

The following tables list the submittal requirements for each type of permit application or land use approval which must accompany the required application fees as specified in the city's fee schedule.

- A. Table 2.90.100 A – Building and Public Works Submittal Requirements.
- B. Table 2.90.100 B – Land Use Permit Submittal Requirements.













## C. DEFINITIONS OF TERMS USED IN SUBMITTAL REQUIREMENTS FOR BUILDING, PLANNING AND PUBLIC WORKS PERMIT APPLICATIONS:

### 1. Definitions A:

**Action:** Environmental Review Procedures, use only.

A. "Actions" include, as further specified below:

1. New and continuing activities (including project and programs) entirely or partly Financed, assisted, conducted regulated, licensed, or approved by agencies;
2. New or revised agency rules, regulations, plans policies, or procedures; and
3. Legislative proposals.

B. "Actions" fall within one of two (2) categories

1. Project Actions: A Project action involves a decision on a specific project, such as a construction or management activity located in a defined geographic area. Projects include and are limited to agency decisions to:
  - a. License, fund, or undertake any activity that will directly modify the environment, Whether the activity will be conducted by the agency, an applicant, or under contract.
  - b. Purchase, sell, lease, transfer, or exchange natural resources, including publicly owned land whether or not the environment is directly modified.
2. Non-Project Actions: Non-project actions involve decisions on policies, plans, or programs such as:
  - a. The adoption of amendment on legislation, ordinances, rules, or regulations that contain standards controlling use or modification of the environment;
  - b. The adoption or amendment of comprehensive land use plans or zoning ordinances;
  - c. The adoption of any policy, plan or program that will govern the development of a series of connected actions (WAC 197-11-060), but not including any policy, plan, or program for which approval mt be obtained from any Federal agency prior to implementations;
  - d. Creation of a district or annexations to any city, town or district;
  - e. Capital budgets; and
  - f. Road, street, and highway plans.

C. "Actions" do not include the activities listed above when an agency is not involved. Actions do not include bringing judicial or administrative civil or criminal enforcement actions (certain categorical exemptions in Chapter 2.88 SWMC identify in more detail governmental activities that would not have any environmental impacts and for which SEPA review is not required).

**Administrative Authority:** The Planning Director and/or the Public Works Dircetor of the City of Sedro-Woolley, or his/her duly authorized representative or agent.

**Affidavit of Installation of Public Information Sign:** A notarized statement signed by the applicant of applicant's representative attesting that the required public information sign(s) has been installed in accordance with City Code requirements.

**Annexation, Ten Percent (10%) Notice of Intent:** A petition form, supplied by the City, containing the signatures of property owners as identified in Skagit County Assessor's records as taxpayers of record for properties representing at least ten percent (10%) of the assessed valuation for the areas proposed for annexation. Information requested on the form includes the signatures of all identified taxpayers of record, the date of signing, a mailing address, and property identification number of each parcel. Petitions must conform to RCW 35A.01.040.

**Annexation, Sixty Percent (60%) Petition:** A petition form, supplied by the City, containing the signatures of property owners as identified in Skagit County Assessor's records as taxpayers of record for

properties representing at least sixty percent (60%) of the assessed valuation for the areas proposed for annexation. Information requested on the form includes the signatures of all identified taxpayers of record, the date of signing, a mailing address, and property identification number of each parcel. Petitions must conform with RCW 35A.01.040.

**Applicant:** A person who files an application of permit under this Title and who is either the owner of the land on which that proposed activity would be located, a contract vendee, a lessee of the land, the person who would actually control and direct the proposed activity, or the authorized agent of such a person.

**Applicant Agreement Statement:** A signed notarized statement indicating that:

A. The applicant agrees to allow for the potential collocation of additional wireless communication facility equipment by other providers on the applicant's structure or within the same site location; and

B. That the applicant agrees to remove the facility within six (6) months after that site's use is discontinued or if the facility falls into disrepair, and restore the site to its pre-existing condition. If there are two (2) or more users of a single wireless communication facility (WCF), then this provision shall not become effective until all users cease using the WCF.

**Application Fee:** The appropriate processing fee as required by the Sedro-Woolley Municipal Code.

**Application Form, Building:** The Planning Department form required for the type of work to be performed (e.g., grading permit application for grading work, sign permit application for installation of a sign, etc.). Information requested includes the following:

A. Skagit Tax Assessor's number for the property,

B. Legal description of property,

C. Street address, if applicable,

D. Property owner's name, address and phone number,

E. Prime contractor's business name, address, phone number, current state contractor registration number, and

F. Either the name, address and phone number of the lender administering the interim construction financing, if any, or the name and address of the firm that has issued a payment bond, if any, on behalf of the prime contractor for the protection of the owner, if the bond is for an amount fifty percent (50%) or more than the total construction project.

**Application Form, Civil Construction:** The City of Sedro-Woolley form used for all public works construction projects. Information requested includes the name, address, and telephone number for the project applicant and property owner, legal description, Skagit County Tax Assessor's number, site area, area of impervious surface, description of work, preliminary cost estimate, and, if applicable, water meter size.

**Application Form, Master:** The City of Sedro-Woolley Planning Department combined land use permit application form used for most environmental and land use reviews. Information requested includes the name, address, and telephone number for the project applicant, all owners, contact person, tax account number for the property, and other site information.

**Approved Testing Agency:** An agency, as determined by the Washington Association of Building Officials, whose purpose is to provide special building inspection(s).

**Architectural Plans, Commercial, Industrial, Attached Dwellings with Three (3) or More Units:** A twenty four inch by thirty six inch (24" x 36") plan prepared by an architect licensed in the State of Washington (unless project exempted by WAC 18-04-410) drawn at a scale of one-eighth inch equals one foot (1/8" = 1') or one-fourth inch equals one foot (1/4" = 1'), or other size or scale approved by the Building Official, clearly indicating the information required by the "Permits" section of the currently

adopted International Building Code and chapter 19.27 RCW (State Building Code Act, Statewide amendments), including, but not limited to, the following:

- A. General building layout, both existing and proposed – indicate square footage of rooms, use of each room or area, window and door size and ventilation, opening headers, plumbing, ducting, and electrical layout, including penetration protection, IBC occupancy group, and IBC type of construction,
- B. Cross section details, as needed, to show typical foundation, floor, wall, ceiling and roof construction; structural members labeled as to size and spacing; bracing, blocking, bridging, special connectors, anchor bolts; insulation of walls, floors and roof/ceiling,
- C. Details of stairs, fireplaces and special construction, if any,
- D. Skagit County Health Department approval on plans submitted to the City for dining/food-handling establishments,
- E. Skagit County Health Department approval on plans submitted to the City for public pools/spas,
- F. Independent plan review by the State of Washington Labor and Industries Electrical Division for I and E Occupancies,
- G. Asbestos assessment by the for interior demolition, and
- H. Independent review by State Department of Health for hospitals.

**Architectural Plans, Detached Dwellings, Semi-Attached Dwellings, and Two (2) Attached Dwellings:** An eighteen inch by twenty four inch (18" x 24"), minimum, plan drawn at a scale of one-fourth inch equals one foot ( $1/4" = 1'$ ), or other size or scale approved by the Building Official, clearly indicating the information required by the "Permits" section of the currently adopted International Building Code and chapter 19.27 RCW (State Building Code Act, Statewide amendments), including, but not limited to, the following:

- A. General building layout and room use,
- B. Window and door size and window ventilation area,
- C. Plumbing, duct, and electrical layout,
- D. Opening headers, size and material,
- E. Cross section details, as needed, to show typical foundation, floor, wall, ceiling and roof construction, including connection details,
- F. Structural members labeled as to size and spacing as well as bracing, blocking, bridging, special connectors, and anchor bolts,
- G. Special details as needed, (i.e., stairs, fireplaces, special construction), and
- H. Insulation of walls, slab, floors, and roof/ceiling

**Assessment Information:** Records obtained from the Skagit County Assessor's office for each tax lot included in an area proposed for annexation. The records display all taxpayers of record and assessed value for each tax lot.

**Authorization for Abatement:** An irrevocable signed and notarized statement granting the City permission to summarily abate the use and all physical evidence of that use, if it has not been removed as required by the terms of the permit. The statement shall include a statement that the applicant will reimburse the City for any expenses incurred in abating the use.

## **2. Definitions B: (Reserved)**

## **3. Definitions C:**

**Calculations, Survey:** A compilation prepared by a State of Washington licensed land surveyor clearly indicating the dimensions of the boundaries and the closures for each lot, parcel, tract, and block in the plat, short plat, lot line, binding site plan, or lot line adjustment – an approved printed computer plot closure or demonstrated mathematical plot closure on all lots, streets, alleys and boundaries.

**Closure Permit Application, Aquifer Protection Area:** An application package including the following:

- A. A list of hazardous materials to be removed from premises, the method of removal, and the final destination (include product names and quantities);
- B. A list of potentially contaminated equipment and/or containment devices to be removed from premises and a description of the method of disposal or recycling;
- C. A plan prepared by a professional engineer or geologist licensed in the State of Washington to investigate the facility to determine whether it is free of contamination exceeding Model Toxics Control Act (MTCA) standards (chapter 173-340 WAC), to report findings to the Water Utility, and to describe remediation needed, if any, according to said standards and RMC 4-9-015G;
- D. A written agreement between the owner, the property owner, and the purchaser or other recipient, in lieu of subsections a and b of this definition, stating that the owner will not remove hazardous materials and containment devices from the facility because all agree that the materials and devices are needed to continue to operate the facility;
- E. A schedule for implementation of subsections a and b of this definition and the investigation described in subsection c. (Ord. 4851, 8-7-2000; Amd. Ord. 4992, 12-9-2002)

**Colored Display Maps:** Full-size plan sheets of each of the following maps colored with a wide tip marker in order to clearly define the site's outer property boundary, the area of new construction and/or proposed new lot lines (dashed), existing buildings, landscaping areas, and adjacent street names for use in presenting the project at public hearing and/or to the Environmental Review Committee.

- A. Neighborhood detail map,
- B. Site plan,
- C. Landscaping plan, and
- D. Elevations.

**Conditional Use Permit Justification:** A written description/justification setting forth the reasons in favor of the application and addressing the criteria listed in 17.56.060, Conditional Use Permits.

**Construction Mitigation Description:** A written narrative addressing each of the following:

- A. Proposed construction dates (begin and end dates),
- B. Hours of operation,
- C. Proposed hauling/transportation routes,
- D. Measures to be implemented to minimize dust, traffic and transportation impacts, erosion, mud, noise, and other noxious characteristics,
- E. Any specialty hours proposed for construction of hauling (i.e., weekends, late nights), and
- F. Preliminary traffic control plan.

**Covenants, Draft:** A proposed, unrecorded written agreement promising performance or nonperformance of certain acts or stipulating certain uses or non-uses of property to be binding upon current and future property owners, including the legal description of that area of property to be encumbered.

**Covenants, Existing:** The recorded limitation on property which may be set forth in the property deed and/or identified in a title report.

#### 4. Definitions D:

**Deeds (Draft) to City for Any Land to Be Dedicated:** A legal document proposing to convey ownership of real property and including a legal description of the area to be dedicated.

**Development:** The division of a parcel of land into two (2) or more parcels; the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure; any mining, excavation, landfill or land disturbance and any use or extension of the use of land.

**Drainage Plan:** The plan for receiving, handling, transporting surface water within the subject property.

**Drainage Plan/Map:** Plans drawn to scale and stamped by a State of Washington licensed engineer and complying with the requirements of the *2005 Department of Ecology's Storm Water Management Manual for Western Washington*.

**Drainage Report:** A report stamped by a State of Washington licensed engineer complying with the requirements of the *2005 Department of Ecology's Storm Water Management Manual for Western Washington*.

#### 5. Definitions E:

**Easements, Existing:** A recorded document by the property owner granting one or more privileges to use the owner's land to and/or for the use by the public, a corporation or another person or entity. Easements may be referenced by property deed and are identified in the property title report.

**Easements, Proposed:** A draft document, including proposed legal description, listing to whom and for what specific purpose or purposes the easement is to be granted.

**Elevations, Architectural:** A twenty four inch by thirty six inch (24" X 36") fully dimensioned architectural elevation plan drawn at a scale of one-fourth inch equals one foot ( $1/4" = 1'$ ) or one-eighth inch equals one foot ( $1/8" = 1'$ ) (or other size or scale approved by the Building Official) clearly indicating the information required by the "Permits" section of the currently adopted International Building Code and chapter 19.27 RCW (State Building Code Act, Statewide amendments), including, but not limited to, the following:

- A. Existing and proposed ground elevations,
- B. Existing average grade level underneath proposed structure,
- C. Height of existing and proposed structures showing finished roof-top elevations based upon site elevations for proposed structures and any existing/abutting structures,
- D. Building materials and colors including roof, walls, any wireless communication facilities, and enclosures,
- E. Fence or retaining wall materials, colors, and architectural design,
- F. Architectural design of on-site lighting fixtures, and
- G. Cross-section of roof showing location and height of rooftop equipment (include air conditioners, compressors, etc.) and proposed screening.

**Energy Code Checklist, Nonresidential:** The standard Washington State Energy Office form requesting the information required under chapter 51-11 WAC detailing building components to be used to comply with the State Nonresidential Energy Code.

**Energy Code Checklist, Residential:** The standard Washington State Energy Office form requesting the information required under chapter 51-11 WAC or City provided form detailing building components to be used to comply with the State Residential Energy Code.

**Engineering Geologist:** A licensed geologist who is experienced and knowledgeable in engineering geology.

**Engineering Geology:** The application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil, for use in the design of civil works.

**Engineering Geology Report:** A report that includes an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the proposed development.

**Environmental Checklist:** The standard State of Washington form required under WAC 197-11-742 and 197-11-960.

**Erosion Control Plan, Temporary:** Drawings of the entire site showing the proposed erosion control measures for the project in conformance with the City of Sedro-Woolley drafting standards (or as approved by the Public Works Department) and *2005 Department of Ecology's Storm Water Management Manual for Western Washington* as adopted by the City of Sedro-Woolley

## 6. Definitions F:

**Final Plat Plan:** The final plat or final short subdivision map (for short subdivisions of five (5) or more lots) shall be drawn to a scale of not less than one inch representing one hundred feet (1" = 100') unless otherwise approved by the Department, and on sheets eighteen inches by twenty four inches (18" x 24"). The original reproducible drawing shall be in black ink on stabilized drafting film, and shall:

- A. Include the date, title, name and location of subdivision, graphic scale, and north arrow.
- B. Include names, locations, widths and other dimensions of existing and proposed streets, alleys, easements, parks, open spaces and reservations.
- C. Include lot lines with all property lines dimensioned and square footage of each lot.
- D. Include location, dimensions, and square footage of any existing structures to remain within or abutting the plat.
- E. Include location of existing conditions (such as wetlands, steep slopes, watercourses, floodplains) on or adjacent to the site which could hinder development.
- F. Include reservations, restrictive covenants, easements (including easement language), and any areas to be dedicated to public use, with notes stating their purpose and any limitations. If a new easement is created on the plat, it must show the grantee of the easement rights. If the grantee is the City, a statement of easement provisions reserving, granting and conveying the easement, with a description of the rights and purposes need to be made on the plat.
- G. Include the lot and block numbering scheme and lot addresses on the plat map. Street names and addresses shall be determined by the Department.
- G. Contain data sufficient to determine readily and reproduce on the ground the location, bearing, and length of every street, easement line, lot line, boundary line and block line on-site. Shall include dimensions to the nearest one-hundredth (1/100) of a foot and angles and bearings in degrees, minutes, and seconds.
- H. Include coordinates per City surveying standards for permanent control monuments.
- I. Display all interior permanent control monuments located per City surveying standards.
- J. Be mathematically correct.

K. Contain a legal description of the land to be subdivided on the final mylar.

L. Include certifications:

1. Certification showing that streets, rights-of-way and all sites for public use have been dedicated.
2. Certification by a licensed land surveyor that a survey has been made and that monuments and stakes will be set.
3. Certification by the responsible health agencies that the methods of sewage disposal and water service are acceptable.
4. Certification by the Skagit County Finance Department that taxes have been paid in accordance with section 1, chapter No. 188, Laws of 1927 (RCW 58.08.030 and 58.08.040) and that a deposit has been made with the Skagit County Finance Department in sufficient amount to pay the taxes for the following year.
5. Certification by the City Finance Department that there are no delinquent special assessments and that all special assessments certified to the City Treasurer for collection on any property herein contained dedicated for streets, alleys or other public uses are paid in full.
6. Certification of approval to be signed by the Planning Director.
7. Certification of approval to be signed by the Mayor and attested by the City Clerk.

**Flood Hazard Data:** Flood hazard data includes:

- A. Plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing;
- B. Elevation in relation to mean sea level of the lowest floor (including basement) of all structures;
- C. Elevation in relation to mean sea level to which any structure has been floodproofed;
- D. Certification by a registered professional engineer or architect that the floodproofing methods criteria in SWMC 17.66 are met.
- E. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

**Floor Plans, General:** A basic line drawing plan of the general building layout showing walls, exits, windows, and designated uses indicating the proposed locations of kitchens, baths and floor drains, bedrooms and living areas, with sufficient detail for City staff to determine if an oil/water separator or grease interceptor is required and to determine sizing of side sewer.

## 7. Definitions G:

**Grading Plan:** A twenty two inch by thirty four inch (22" x 34") plan drawn by a State of Washington licensed landscape architect at a scale of one inch to forty feet (1" = 40') (horizontal feet) and one inch to ten feet (1" = 10") (vertical feet) (or other size plan sheet or scale approved by the Planning Department clearly indicating the following:

- A. Graphic scale and north arrow,
- B. Dimensions of all property lines, easements, and abutting streets,
- C. Location and dimension of all on-site structures and the location of any structures within fifteen feet (15') of the subject property or which may be affected by the proposed work,
- D. Accurate existing and proposed contour lines drawn at five foot (5'), or less, intervals showing existing ground and details of terrain and area drainage to include surrounding off-site contours within one hundred feet (100') of the site,

- E. Location of natural drainage systems, including perennial and intermittent streams, the presence of bordering vegetation, and flood plains.
- F. Setback areas and any areas not to be disturbed,
- G. Finished contours drawn at five foot (5') intervals as a result of grading,
- H. Proposed drainage channels and related construction with associated underground storm lines sized and connections shown, and
- I. General notes addressing the following (may be listed on cover sheet):
  - 1. Area in square feet of the entire property.
  - 2. Area of work in square feet.
  - 3. Both the number of tons and cubic yards of soil to be added, removed, or relocated.
  - 4. Type and location of fill origin, and destination of any soil to be removed from site.
  - 5. Finished floor elevation(s) of all structures, existing and proposed. (Ord. 4835, 3-27-2000)

## 8. Definitions H:

**Hearing Examiner:** The Hearing Examiner is appointed by the Mayor of the City to conduct public hearings on applications outlined in the City ordinance that creates the Hearing Examiner, and prepares a record, findings of fact, and conclusions on such applications.

**Heat Loss Calculation:** A State of Washington Energy Code mandated analysis performed to determine the heat loss of a structure in order to determine the size of the required heating equipment.

## 9. Definitions I:

**Installer Certification:** Washington State Department of Community, Trade and Economic Development (CTED) approval given to those contractors authorized to install manufactured homes and designated by a State registration number.

## 10. Definitions J: (Reserved)

## 11. Definitions K: (Reserved)

## 12. Definitions L:

**Land Use Permit Conditions:** Environmental or land use permit requirements which may have been placed upon the project in addition to any code-mandated requirements in conjunction with a required environmental determination and/or a land use permit. Examples of land use permits include site plan review, conditional use permits and variances.

**List of Current Property Owners and Residents:** A listing of all current property owners and residents and their mailing addresses and Skagit County Assessor's account numbers within five hundred feet (500') of the boundaries of the subject site as obtained from a title company or the Skagit County Assessor's office. The list shall include a notarized statement from the applicant attesting that the ownership information provided is current and accurate. Current shall mean obtained within the past thirty (30) days unless otherwise approved by the Planning Department.

### 3. Definitions M:

**Mailing Envelopes:** Postage-paid, addressed envelopes including the name, mailing address, and Skagit County Assessor's account numbers (optional) for all property owners and residents within five hundred feet (500') of the boundaries of the subject site.

**Map of Existing Site Conditions:** A plan drawn at the same scale as, or combined with, the grading plan or topography map showing existing topographical or five foot (5') contours or less, and structural and natural features. The plan shall include major trees, shrubs, large rocks, creeks and watersheds, floodplains, buildings, roadways and trails.

**Master Application Form:** The standardized application form used for the majority of land use permit applications including, but not limited to, the following:

- a. Owner, applicant, and contact person names, addresses and telephone numbers,
- b. Notarized signatures of all current property owners,
- c. Name of the proposed project,
- d. Project/property address,
- e. Skagit County Assessor's tax account number,
- f. Existing and proposed land uses,
- g. Existing and, if applicable, proposed Comprehensive Plan map designation,
- h. Existing and, if applicable, proposed zoning designation,
- i. Site area,
- j. Estimated project cost,
- k. Whether or not the project site contains any environmentally sensitive areas, and
- l. Property legal description.

**Mechanical Plans:** Plans as required per the International Mechanical Code (IMC) and section 1141 of the currently adopted Washington State Energy Code (WSEC) along with Washington State amendments.

**Monument Card:** A form provided by the City and filled out by a surveyor providing information regarding a single monument, including the section, township and range, method of location, type of mark found or

set, manner of re-establishment of the single monument (if applicable), description, and a drawing showing the location of a single monument and indicating a reference point to that monument.

#### **14. Definitions N:**

**Neighborhood Detail Map:** A map, drawn at a scale of one inch equals one hundred feet (1" = 100') or one inch equals two hundred feet (1" = 200') (or other scale approved by the Planning Department). The map shall show the location of the subject site relative to the property boundaries of the surrounding parcels within approximately one thousand feet (1,000') or approximately two thousand five hundred feet (2,500') for properties over five (5) acres and identifying the subject site with a darker perimeter line than that of surrounding properties. The map shall also show the property's lot lines, existing land uses, building outlines, City boundaries of the City of Sedro-Woolley (if applicable), north arrow (oriented to the top of the plan sheet), graphic scale used for the map, and street names for all streets shown.

#### **15. Definitions O: Reserved**

#### **16. Definitions P:**

**Parking, Lot Coverage, Landscaping Analysis:** A listing of the following information (may also be included on the first sheet of the site plan):

- a. Total square footage of the site,
- b. Total square footage of existing area(s) of impervious surfacing,
- c. Total square footage of existing natural/undeveloped area,
- d. Square footage (by floor and overall total) of each individual building and/or use,
- e. Total square footage of the footprints of all buildings,
- f. Percentage of lot covered by buildings or structures,
- g. Total pavement square footage both existing pavement to remain plus new pavement proposed to be installed,
- h. Square footage of any on-site wetlands,
- i. Parking analysis to include the total number of parking spaces required and provided, number of compact and "ADA accessible" spaces provided, and parking space dimensions,
- j. Square footage of landscaping for each area, for interior parking lot landscaping, and total,
- k. Allowable and proposed building height,

l. Building setbacks required by Code, and

m. Proposed building setbacks.

**Plat Certificate:** A document prepared by a title insurance company documenting the ownership and title of all interested parties in the plat, subdivision, or dedication and listing all encumbrances. In the case of a final plat, the certificate shall be dated within forty five (45) days prior to the granting of the final plat by the City Council.

**Plumbing Plan:** Plans as required by the currently adopted Uniform Plumbing Code (UPC) and State amendments.

**Preliminary Plat or Binding Site Plan:** A plan, with a two-inch (2") border on the left edge and one-half-inch (1/2") on all other sides, prepared by a State of Washington registered land surveyor in accordance with RCW 18.43.020 and/or chapter 58.17 RCW, fully dimensioned, drawn at a scale of one inch equals forty feet (1" = 40') on an eighteen inch by twenty four inch (18" X 24") plan sheet (or other size or scale approved by the Planning Department

a. Name of the proposed preliminary plat or binding site plan (and space for the future City file numbers).

b. Names and addresses of the engineer, licensed land surveyor, and all property owners.

c. Legal description of the property to be subdivided.

d. Date, graphic scale, and north arrow oriented to the top of the paper/plan sheet.

e. Vicinity map (a reduced version of the neighborhood detail map as defined above).

f. Drawing of the subject property with all existing and proposed property lines dimensioned. Lots designated by number within the area of the lot. Tracts shall be similarly designated and each tract shall be clearly identified with the ownership and purpose. Indicate the required yards (setbacks) with dashed lines.

g. Location of the subject site with respect to the nearest street intersections (including intersections opposite the subject property), alleys and other rights-of-way.

h. Names, locations, types, widths and other dimensions of existing and proposed streets, alleys, easements, arks, open spaces and reservations. i. Location, distances from existing and new lot lines, and dimensions of any existing and proposed structures, existing on-site trees, existing or proposed fencing or retaining walls, freestanding signs, and easements.

j. Location of existing conditions on or adjacent to the site which could hinder development.

k. Flood hazard information and boundary on the subdivision drawing including the nature, location, dimensions, and elevations of the subdivided area.

I. A legend listing the following included on the first sheet of the preliminary plat plan:

i. Total area in acres,

ii. Proposed number of lots,

iii. Zoning of the subject site,

iv. Proposed square footage in each lot, and

v. Percentage of land in streets and open space.

m. Access and Utilities: Indicate how the proposed subdivision will be served by streets and utilities, show how access will be provided to all lots, and the location of sewer and water lines.

n. Contours and Elevations: Shall include contour and/or elevations (at five foot (5') vertical intervals minimum) to the extent necessary to accurately predict drainage characteristics of the property. Approximate, estimated contour lines shall be extended at least one hundred feet (100') beyond the boundaries of the proposed plat.

o. Zoning: Shall indicate the zoning applicable to the land to be platted, subdivided or dedicated and of the land adjacent and contiguous.

**Project Information Sheet:** An eight and one-half inch by eleven inch (8-1/2 " X 11") sheet of paper listing the following information:

a. Job address,

b. Property owner's name,

c Skagit County Tax Assessor's number,

d. Legal description of property.

**Project Narrative:** A clear and concise description and summary of the proposed project, including the following:

a. Project name, size and location of site,

b. Zoning designation of the site and adjacent properties,

c. Current use of the site and any existing improvements,

- d. Special site features (i.e., wetlands, water bodies, steep slopes),
- e. Statement addressing soil type and drainage conditions,
- f. Proposed use of the property and scope of the proposed development (i.e., height, square footage, lot coverage, parking, access, etc.),
- g. Proposed off-site improvements (i.e., installation of sidewalks, fire hydrants, sewer main, etc.),
- h. Total estimated construction cost and estimated fair market value of the proposed project,
- i. Estimated quantities and type of materials involved if any fill or excavation is proposed,
- j. Number, type and size of trees to be removed,
- k. Explanation of any land to be dedicated to the City, and

l. For shoreline applications only:

- i. Name of adjacent water area or wetlands,
- ii. Nature of existing shoreline – describe:

Type of shoreline (i.e., lake, stream, lagoon, march, bog, floodplain, floodway);

Type of beach (i.e., accretion, erosion, high bank-low bank);

Type of material (i.e., sand, gravel, mud, clay, rock, riprap); and

The extent and type of any bulkheading, and

- iii. The number and location of structures and/or residential units (existing and potential) which might have views obstructed as a result of the proposed project, and

m. The proposed number, size, and density of the new lots, for subdivision applications only.

**Proposal Description:** A complete, unabridged copy of the proposal (i.e., draft ordinance, resolution, plan or policy) and all attachments.

**Proposal Summary:** A concise description of the scope, intent and timing of the proposal.

**Public Works Approval Letter:** Written confirmation from the Public Works Department that all required improvements have been substantially installed or deferred and authorizing the submittal of the final plat, final short plat, final binding site plan, or final PUD application.

**17. Definitions Q: (Reserved)**

**18. Definitions R:**

**Rezone Justification:** A written statement and other information provided by the applicant to support the rezone which may include, but is not limited to: letters, photographs, site development plans, market research reports, and land use maps indicating in a clear and concise manner why the rezone application should be granted and that the rezone request is timely.

**Roadway Construction Plans:** Plans prepared by a State of Washington licensed civil engineer as detailed by the document *City of Sedro-Woolley Public Works Department Standards*.

**19. Definitions S:**

**Screening Detail, Refuse/Recycling:** A detailed plan drawing, prepared to scale, showing location within property boundaries, heights, elevations, and building materials of proposed screening or of proposed plantings.

**Short Plat or Binding Site Plan Map, Final:** A plan, with a two-inch (2") border on the left edge and one-half-inch (1/2") on all other sides, prepared by a State of Washington registered land surveyor in accordance with RCW 18.43.010 and or chapter 58.17 RCW, fully dimensioned, drawn at a scale of one inch equals forty feet (1" = 40') on eighteen inch by twenty four inch (18" x 24") plan sheet(s) (or other scale approved by the Planning Director. The reproducible original shall be in black ink on stabilized drafting film and shall include the following:

- a. Name and location of the short plat or binding site plan,
- b. Space reserved for "City of Sedro-Woolley file number" (large type) at top of first sheet,
- c. Legal description of the property,
- d. Date, graphic scale, and north arrow,
- e. Vicinity map (a reduced version of the "neighborhood detail map" as defined above),
- f. Names, locations, widths and other dimensions of existing and proposed streets, alleys, easements, parks, open spaces and reservations. Shall show all utilities, streets, existing and new easements and associated covenants within or abutting the short plat. If a new easement is created on the plat, it must show grantee of easement rights. If the grantee is the City, a statement of easement provisions reserving and conveying the easement, with a description of the rights and purposes, needs to be made on the short plat,

- g. Lots designated by number within the area of the lot. Tracts shall be similarly designated and each tract shall be clearly identified with the ownership and purpose. Lot lines with all property lines dimensioned and square footage of each lot,
- h. Lot numbers,
- i. Addresses for each lot and new street names determined by the Department.
- j. Reservations, restrictive covenants, easements and any areas to be dedicated to public use with notes stating their purpose, and any limitations, and identifying the grantee. If the grantee is the City, a statement of provisions reserving, granting and/or conveying the area with a description of the rights and purposes must be shown,
- k. Coordinates per City surveying standards for permanent control monuments,
- l. All interior permanent control monuments located per City surveying standards,
- m. Statement of equipment and procedure used per WAC 332-130-100,
- n. Basis for bearing per WAC 332-130-150(1)(b)(iii),
- o. Date the existing monuments were visited per WAC 332-103-050(1)(f)(iv),
- p. Verification that permanent markers are set at corners of the proposed lots,
- q. Statement of discrepancies, if any, between bearing and distances of record and those measured or calculated,
- r. Location, dimensions and square footage of any existing structures to remain within or abutting the plat,
- s. Location of existing conditions (such as wetlands, steep slopes, watercourses) on or adjacent to the site which could hinder development,
- t. Reference to all agreements or covenants required as a condition of approval,
- u. For binding site plans only: provisions requiring site development to be in conformity with the approved binding site plan,
- v. Certifications by:
  - i. A State of Washington licensed land surveyor that a survey has been made and that monuments and stakes have been set,

ii. The Skagit County Department of Health that the proposed septic system(s) is acceptable to serve the plat if not served by sewer,

w. Signature and date line for:

i. All property owners (signatures must be notarized with an ink stamp),

ii. The Skagit County Assessor,

iii. The City of Sedro-Woolley City Clerk- Treasurer with the following text preceding: "There are no delinquent special assessments and any special assessments for any dedicated property herein contained have been paid in full", and

iv. The Public Works Director.

**Short Plat Map, Preliminary:** A fully dimensioned plan, drawn at a scale of one inch equals forty feet (1" = 40') on an eighteen inch by twenty four inch (18" x 24") plan sheet (or other size or scale approved by the Planning Director and including the following information:

a. Name of the proposed short plat (and space for the future City file number);

b. Names and addresses of the engineer, licensed land surveyor, and all property owners;

c. Legal description of the property;

d. Date, graphic scale, and north arrow oriented to the top of the paper/plan sheet;

e. Vicinity map (a reduced version of the "neighborhood detail map" as defined above);

f. A drawing of the subject property with all existing and proposed property lines dimensioned, indicating the required yards (setbacks) with dashed lines;

g. Location of the subject site with respect to the nearest street intersections (including intersections opposite the subject property), alleys and other rights-of-way, showing how access will be provided to all lots;

h. Names, locations, widths and other dimensions of existing and proposed streets, alleys, easements, parks, open spaces and reservations;

i. Contours and elevations at minimum five foot (5') vertical intervals to the extent necessary to predict drainage characteristics of the property. Approximate, estimated contour lines shall be extended at least one hundred feet (100') beyond the boundaries of the proposed short plat;

j. Location and dimensions of any existing and proposed structures, existing on-site trees, existing or proposed fencing or retaining walls, freestanding signs, and easements;

k. Location of existing conditions on or adjacent to the site which could hinder development;

l. Flood hazard information and boundary on the subdivision drawing including the nature, location, dimensions, and elevations of the subdivided area; and

m. A legend listing the following included on the first sheet of the short plat plan:

i. Short plat,

ii. Proposed number of lots,

iii. Zoning of the subject site,

iv. Proposed square footage in each lot, and

v. Proposed square footage of land in streets and open space.

**Sign Plans:** A plan drawn at a scale approved by the Building Official clearly indicating the following:

a. Footing connections to building, size of supports and materials used in supports and sign itself,

b. Elevation showing size and height of any proposed freestanding or projecting signs clearly indicating ground clearance and clearance to overhead power lines, and

c. Elevation of building facade for any proposed wall signs showing dimensions of the building as well as existing and proposed wall signs.

**Site Plan, Commercial, Industrial, Multi-Family:** A twenty four inch by thirty six inch (24" X 36") plan drawn by a State of Washington licensed architect at a scale of one inch equals twenty feet (1" = 20') or one inch equals forty feet (1" = 40') (or other size plan sheet or scale approved by the Building Official) clearly indicating the following:

a. Scale and north arrow,

b. Legal description,

c. Location, identification, and dimensions of all buildings, property lines, setbacks, streets, alleys and easements,

d. Condition of all public rights-of-way and verification of right to use easements,

- e. Off-street parking layout and driveways,
- f. Curbs, gutters, sidewalks, paving, storm drainage, meters (domestic and fire), and grease interceptors,
- g. Grading plan showing proposed and existing contours and site elevations,
- h. Landscaped areas, irrigation meters,
- i. Lighting and sign structures (new and existing),
- j. Location of garbage containers and recycling storage,
- k. Fire hydrant locations (new and existing) within three hundred feet (300') of building,
- l. For wireless communication facilities, indicate type and locations of existing and new plant materials used to screen facility components and the proposed color(s) for the facility,
- m. General notes addressing the following (may be listed on cover sheet):
  - i. Full name of the project,
  - ii. Name, address, and telephone number of owner and agent(s),
  - iii. Existing zoning of the project site,
  - iv. Area, in square feet, of the project site,
  - v. Reference to the current International Building Code (i.e., IBC and date of current adopted version),
  - vi. Proposed use of each building (if multi-family, the number of dwelling units),
  - vii. IBC occupancy group designation,
  - viii. IBC type of construction of all buildings,
  - ix. Allowable and proposed building height and number of stories of new buildings,
  - x. Square footage (by floor and overall total) of each individual building and/of use,
  - xi. Total square footage of all buildings (footprint of each building),

- xii. Allowable area calculation,
- xiii. Occupancy load (maximum capacity) of each building,
- xiv. Percentage of lot coverage,
- xv. Square footage of all landscaping (total, parking lot, and wildlife habitat),
- xvi. Seismic zone of the project site
- xvii. Floor, roof, and wind design loads,
- xviii. Identity of special inspection agency selected by the owner to perform special inspections,
- xix. Building setbacks required by Code,
- xx. Proposed building setbacks,
- xxi. Parking analysis, including:
  - n. Number of stalls required, by use; number of stalls provided, by use,
  - o. Sizes of stalls and angles,
  - p. Location and number of handicap stalls, compact, employee and/or guest parking stalls,
  - q. Location and size of curb cuts,
  - r. Traffic flow within the parking, loading, and maneuvering areas and ingress and egress,
  - s. Location of wheel stops,
  - t. Loading space,
  - u. Stacking space, and
  - v. Square footage of interior parking lot landscaping.

**Site Plan, Sign:** A twenty four inch by thirty six inch (24" X 36") plan drawn at a scale of one inch equals twenty feet (1" = 20') or one inch equals forty feet (1" = 40') (or other size plan sheet or scale approved by the Building Official) clearly indicating the following:

- a. Scale and north arrow,
- b. Location, identification and dimensions of all buildings, property lines, existing and proposed signs, streets, alleys and easements, and the setbacks from property lines and easements,
- c. Location and dimensions of off-street parking layouts and driveways,
- d. Location and dimensions of the landscaped areas,
- e. General notes addressing the following (may be listed on cover sheet):
  - i. Note if any proposed signage will flash or be animated,
  - ii. Name, address and telephone number of owner and agent(s),
  - iii. Zoning of the project site,
  - iv. Street frontage(s) (in feet) for the site or, for multiple tenants building, indicate frontage of individual tenant space,
  - v. Type (e.g., freestanding, wall, etc.), size and number of all existing signs,
  - vi. Type, size and number of all proposed signs,
  - vii. Reference to the current Sign Code, and
  - viii. Wind design loads.

**Site Plan, Single Family/Duplex:** An eight and one-half inch by eleven inch (8-1/2 " X 11") plan drawn at a scale of one inch to twenty feet (1" to 20') or one inch to forty feet (1" to 40') (or other size plan sheet or scale approved by the Building Official) clearly indicating the following:

- a. Legal description,
- b. Explanation of scope of work,
- c. Existing and proposed construction labeled and differentiated by pattern or line type,
- d. Dimensions of all property lines and all building setbacks to property lines,
- e. Dimensions and labels for all streets, alleys, and/or easements,

- f. Lot size in square feet,
- g. Location and footprint size in square feet of all existing and proposed structures on property including decks, carports, storage sheds, and garages,
- h. Location and dimensions of approaches, driveways and public sidewalks,
- i. Elevation at property corners and contour lines at two foot (2') height intervals, showing proximity to steep slopes,
- j. Finished floor elevation for properties located within a flood zone,
- k. The location, height and length of retaining walls, rockeries, etc.,
- l. Location and distance in feet of nearest fire hydrant to structure, and
- m. Location of any pool/spa and setback dimensions to property lines and the location of the required six foot (6') fence.

**Stream and Lake Data:** Stream and lake data include the following information, prepared as specified:

a. Field Location: The ordinary high water mark shall be flagged in the field by a qualified consultant. The field flagging must be accompanied by a stream or lake reconnaissance report.

b. Reconnaissance Report: The report shall include the following information:

i. In addition to any submittal requirements in chapter 2.90, Permits – General and Appeals, the site map(s) shall indicate:

(1) The entire parcel of land owned by the applicant and the ordinary high water mark determined in the field;

(2) Top view and typical cross-section views of the stream or lake bed, banks, and buffers to scale;

(3) The vegetative cover of the stream or lake, banks, and the site identification of the dominant plant and animal species;

ii. Stream or Lake Assessment: A narrative report shall be prepared to accompany the site plan which describes:

(1) The vegetative cover of the stream or lake, banks, and the site, identifying the dominant plant, fish, and animal species;

(2) If mitigation is proposed, a mitigation plan which includes baseline information, environmental goals and objectives, performance standards, construction plans, a monitoring program and a contingency plan;

(3) If stream or lake or associated buffer changes are proposed, the applicant shall evaluate alternative methods of developing the property using the following criteria in this order:

Avoid any disturbances to the stream, lake or buffer,

Minimize any stream, lake or buffer impacts,

Compensate for any stream, lake or buffer impacts,

Restore any stream, lake or buffer area impacted or lost temporarily, and

Enhance degraded stream or lake habitat to compensate for lost functions and values;

(4) Any proposed alteration of lakes or stream shall be evaluated by the Planning Director using the above hierarchy.

**Street Lighting Plan:** Drawing showing the proposed lighting system, including luminaries, junction boxes, electric wiring, and wiring diagrams using the same scale as the utility plans Public Works Department and conforming to the City of Sedro-Woolley Street Light Standards.

**Structural Calculations:** An analysis of loads, materials, etc., prepared and stamped by a State of Washington licensed professional engineer.

**Structural Plans:** Twenty four inch by thirty six inch (24" x 36") plans prepared and stamped by a State of Washington licensed professional engineer drawn at a scale of one-eighth inch equals one foot ( $1/8" = 1'$ ) (or other size or scale approved by the Building Official) clearly indicating the information required by the "Permits" section of the currently adopted International Building Code and chapter 19.27 RCW (State Building Code Act, Statewide amendments), including, but not limited to, the following:

a. Structural members labeled as to size and spacing as well as bracing, blocking, bridging, special connectors, and anchor bolts,

b. Cross-section details, as needed, to show typical foundation, floor, wall, ceiling and roof construction; insulation of walls, floors and roof/ceiling, and

c. Details of stairs, fireplaces and special construction, if any.

**Survey:** A sketch showing all distances, angles and calculations required to determine corners and distances of the plat shall accompany this data. The allowable error of closure shall not exceed one foot (1') in ten thousand feet (10,000') per City surveying standards. Shall be accompanied by a complete survey of the section or sections in which the plat or replat is located, or as much thereof as may be necessary to properly orient the plat within such section or sections. The plat and section survey shall be

submitted with complete field and computation notes showing the original or re-established corners with descriptions of the same and the actual traverse showing error of closure and method of balancing.

## 20. Definitions T:

**Topography Map:** A map showing the existing land contours using vertical intervals of not more than five feet (5'). For any existing buildings the map shall show the finished floor elevations of each floor of the building.

**Traffic Study:** A report prepared by a State of Washington licensed engineer containing the elements and information in sufficient detail to define potential problems related to the proposed development and identify the improvements necessary to accommodate the development in a safe and efficient manner.

**Tree Cutting/Land Clearing (Tree Inventory) Plan:** A plan, based on finished grade, drawn to scale with the northern property line at the top of the paper clearly showing the following:

- a. All property boundaries and adjacent streets,
- b. Location of all areas proposed to be cleared,
- c. Types and sizes of vegetation to be removed, altered or retained. This requirement applies only to trees, eight inches in diameter for evergreens and Ten inches in diameter for deciduous trees at a point five feet from the ground. and larger,
- d. Future building sites and drip lines of any trees which will overhang/overlap a construction line, and
- e. Location and dimensions of rights-of-way, utility lines, and easements.

## 21. Definitions U:

**Utilities Construction Plans:** Plans prepared by a State of Washington licensed civil engineer as stipulated by the City of Sedro-Woolley standards.

**Utilities Plan, Generalized:** A plan drawn on twenty two inch by thirty four inch (22" x 34") plan sheets using a graphic scale of one inch equals twenty feet (1" = 20') (or other scale or size approved by the Public Works Department clearly showing all existing (to remain) and proposed public or private improvements to be dedicated or sold to the public including, but not limited to: curbs, gutters, sidewalks, median islands, street trees, fire hydrants, utility poles, refuse areas, freestanding lighting fixtures, utility junction boxes, public utility transformers, etc., along the full property frontage. The finished floor elevations for each floor of proposed and existing (to remain) structures shall be shown.

## 22. Definitions V:

**Variance Justification:** A written statement setting forth the reasons in favor of the application and addressing the criteria listed in SWMC 17.60 which are used by the Hearing Examiner/Administrative Staff when reviewing the variance request.

23. Definitions W: (Reserved)

24. Definitions X: (Reserved)

25. Definitions Y: (Reserved)

26. Definitions Z: (Reserved)

NEW  
BUSINESS

DEC 10 2008

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 8

# Memorandum

**To:** City Council  
**From:** Mike Anderson  
**Date:** 12/3/2008  
**Re:** 2009 Salary Ordinance

---

**Issue:** Should the Council adopt the attached ordinance which establishes 2009 salaries for the City's appointed and elected officials?

**Background information:** Salary increases for represented employees are per current AFSCME and SWPSG agreements. Non-represented staff are scheduled to receive a 5.0% salary increase unless otherwise stated in individual's contracts or as adjusted per Council review. The stated salaries are included in the 2009 Budget as adopted by Council at the November 25 meeting.

Council salaries were increased to \$500 at the beginning of 2008; however per State law, Councilors representing Wards 2, 3, & 6 will not receive these increases until after the next Council election.

**Recommendation:** Motion to approve the 2009 Salary Ordinance.

Ordinance No. \_\_\_\_\_ An Ordinance Establishing the Salaries and Wages for Elected Officials, Union (Guild) and Non-Union Employees of the City of Sedro-Woolley for the Fiscal Year Beginning January 1, 2009.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE SALARIES AND WAGES FOR ELECTED OFFICIALS, UNION (GUILD) AND NON-UNION EMPLOYEES OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2009

WHEREAS, it is necessary to establish, on an annual basis, the salaries and wages of Elected Officials and Union (Guild) and Non-Union staff; and

WHEREAS, the City is in the final year of three year agreements with the Sedro-Woolley Public Safety Guild – Police Department Commissioned Employees and Firefighter Classification and Police Department Support Employees, and applicable wages are depicted below; and

WHEREAS, the City is in the first year of a four year agreement with the American Federation of State, County and Municipal Employees, AFL-CIO, Local 176-SW, (AFSCME); and applicable wages are depicted below; and

WHEREAS, Non-Union represented staff salaries and wages are depicted below.

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

Section 1. The year 2009 wages for AFSCME represented shall be established per the current agreement, which increases wages as depicted below.

Section 2. The 2009 wages for Guild represented City employees Sedro-Woolley Public Safety Guild – Police Department Commissioned Employees and Firefighter Classification and Police Department Support Employees shall be established per the current contracts, which increases wages as depicted below.

Section 3. The 2009 salaries and wages for non-union employees shall be increased by 5.0% as set forth below. The City Council has reviewed certain positions and increased salaries as deemed appropriate.

Section 4. The 2009 annual salary for members of the Sedro-Woolley City Council shall be \$500 per month.

Section 5. The base salaries and wages for all elected officials and employees of the City of Sedro-Woolley are established as follows, not including applicable longevity or incentive pay:

TITLE: SALARY OR WAGE RANGE:

**Elected**

Mayor	\$2,000 Per Month
Councilmember	
Ward No. 1	\$ 500 Per Month
Ward No. 2	\$ 400 Per Month
Ward No. 3	\$ 300 Per Month
Ward No. 4	\$ 500 Per Month
Ward No. 5	\$ 500 Per Month
Ward No. 6	\$ 400 Per Month
At Large	\$ 500 Per Month

**Non-Union**

City Supervisor/City Attorney	\$ 7,560 Per Month
Public Works Director/Engineer	\$ 7,438 Per Month
Police Chief	\$ 7,112 Per Month
Fire Chief	\$ 6,847 Per Month
Police Lieutenant	\$ 6,397 Per Month
Assistant Fire Chief/Training Officer	\$ 6,113 Per Month
Finance Director	\$ 5,915 Per Month
IT Director	\$ 5,688 Per Month
Planning Director/Building Official	\$ 5,550 Per Month
Assistant City Engineer	\$ 4,935 - \$5,250 Per Month
Librarian	\$ 4,904 Per Month
Associate Planner	\$ 4,566 Per Month
Police Confidential Secretary	\$ 3,903 Per Month
Assistant Librarian	\$ 3,468 Per Month
Building Inspector	\$ 3,664 Per Month
Court Clerk (part time)	\$ 15.39 Per Hour
Public Safety Receptionist (part time)	\$ 13.00 Per Hour
Firefighters (part-time)	\$ 12.00 Per Hour
Library Extra Help	\$ 9.25 - \$17.00 Per Hour

**Sedro-Woolley Public Safety Guild**

Commissioned Employees & Firefighters

Police Sergeant	\$5,763 - \$5,997 Per Month
Police Sergeant – Night	\$5,852 - \$6,086 Per Month
Police Sergeant – Swing	\$5,821 - \$6,056 Per Month
Police Officer	\$4,386 - \$5,397 Per Month
Firefighter (full-time)	\$3,988 - \$4,914 Per Month

Support Employees

Records Clerk	\$2,948 - \$3,698 Per Month
Dispatch Clerk	\$2,845 - \$3,507 Per Month

TITLE:

SALARY OR WAGE RANGE:

Code Enforcement Officer  
Transcriptionist

\$3,103 - \$3,397 Per Month  
\$2,996 Per Month

**Union, AFSCME**

Wastewater Treatment Supervisor	\$4,382 - \$5,593 Per Month
Foreman/Supervisor	\$4,150 - \$5,296 Per Month
Lead Plant Operator	\$3,566 - \$4,551 Per Month
Lead Utility Worker/Equip Operator	\$3,390 - \$4,327 Per Month
Plant Operator II	\$3,376 - \$4,310 Per Month
Wastewater Collection Specialist II	\$3,376 - \$4,310 Per Month
Utility Worker/Equip Operator II	\$3,201 - \$4,086 Per Month
Plant Operator I	\$3,179 - \$4,059 Per Month
Wastewater Collection Specialist I	\$3,179 - \$4,059 Per Month
Utility Worker/Equipment Operator I	\$3,086 - \$3,939 Per Month
Engineering/Planning Technician	\$2,938 - \$3,751 Per Month
Public Works Assistant	\$2,912 - \$3,717 Per Month
Deputy Clerk	\$2,882 - \$3,677 Per Month
Accounting Clerk	\$2,797 - \$3,571 Per Month
Permitting Technician	\$2,797 - \$3,571 Per Month
Secretary Clerk	\$2,678 - \$3,418 Per Month
Custodian	\$2,572 - \$3,284 Per Month
Mechanic (part-time)	\$18.00 - \$28.00 Per Hour
Seasonal positions	\$10.00 - \$15.00 Per Hour

Section 6. The above depicted salaries and wages shall be in effect beginning January 1, 2009.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 10TH DAY OF, DECEMBER, 2008.

\_\_\_\_\_  
Mike Anderson  
Mayor

ATTEST:

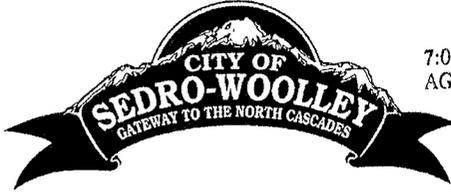
APPROVED AS TO FORM:

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Attorney

CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 10 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: Personnel Policies  
DATE: December 10, 2008

ISSUE: Should the Council approve the attached resolution adopting two personnel policies?

BACKGROUND: The personnel committee has been working on revised personnel policies for the City. The current policies were adopted in 1990 and the City would benefit from updating those policies. For example, in 1990 wireless devices were practically non-existent. Since then cell phones, PDAs and other devices have proliferated and become essential tools of the workplace.

The two policies that are ready for approval are as follows:

1. Wireless Devices: establishes a monthly review and reimbursement requirement for any incidental personal use of cellular telephones. This policy is both intended to clarify the requirements under Ordinance 1564-06 and to comply with the requirements of the Internal Revenue Service.
2. Executive Leave: establishes a clear policy on the use of leave or compensatory time for exempt employees.

The personnel committee is continuing to work on the larger policy update but is moving slowly to ensure that unintended consequences are avoided. These two policies are ready for adoption at this time and the recommendation of the personnel committee is for adoption.

RECOMMENDATION: Motion to approve Resolution \_\_\_\_-08 adopting personnel policies to address the use of Wireless Devices and Executive Leave.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY ADOPTING CERTAIN  
PERSONNEL POLICIES**

**WHEREAS**, the City has established personnel policies, contracts with two unions covering three bargaining units, and contracts with a number of individual, exempt employees; and

**WHEREAS**, the City Council's personnel committee has been in the process of reviewing and revising the City's personnel policies; and

**WHEREAS**, two new policies are ready for adoption to address the needs of the City including a policy addressing the use of wireless devices to comply with the regulations of the Internal Revenue Service and a second policy addressing leave for exempt employees; and

**WHEREAS**, the City Council's personnel committee has reviewed these policies and recommends to the City Council that they be approved;

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:**

The City of Sedro-Woolley hereby adopts the attached personnel policies:

Policy \_\_\_\_ Wireless Devices; and  
Policy \_\_\_\_ Executive Leave.

These policies are effective immediately upon approval by the City Council.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council  
this 10<sup>th</sup> day of December, 2008

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Patsy Nelson, Clerk/Treasurer

Approved as to form:

---

Eron Berg, City Attorney

# Policy \_\_\_\_ Wireless Devices

## A. GENERAL

Wireless data and voice service provides a substantial benefit to City government. Costs fluctuate with the introduction of new tariffs, technology, and equipment, and should be carefully managed. This policy describes departmental and staff responsibilities and choices for acquiring, using, and monitoring the use of such devices. This policy applies to mobile cellular telephone and data services used on cellular telephones and on multi-function devices (such as Nextels or PDAs). This policy is intended to supplement Ordinance 1564-06 (SWMC 2.62) regarding City ethics and use/misuse of City equipment. It is the intent of the City Council that use of City-owned wireless devices consistent with this policy does not violate the City's code of ethics.

## B. ACQUISITION

Wireless communication devices and services are paid for by department funds, subject to available funding in the adopted budget. The Information Technology Department may be consulted for cellular telephone purchases and must be consulted for plans that require data access to City servers, such as blackberry email plans. In some cases, there may be a charge for acquiring licenses to allow access to City data applications. The Information Technology Department sets, reviews and revises, and publishes standards for wireless communication devices.

## C. PROGRAM OPTIONS

Three wireless communication device programs are available. Department directors are responsible for choosing the correct program.

**1. City Owned Devices:** City employees who need access to wireless voice and/or data services to perform the usual functions of their positions may be provided with such a device by the City.

**2. Employee Owned Devices:** City employees who use wireless data and cellular telephone service to perform city business on their personal wireless communication device may bill the City for the actual cost of business communication to the employee if the total monthly bill exceeds the rate plan minutes. This option is recommended for staff who have sporadic or minimal need to use these devices for City business.

**3. Hybrid Plans:** Some employees may want to use a single device for both personal and business uses, depending on class of service. For example, on a multifunction device that has a separate allocation for voice and data, one service may be primarily paid for by the City and the other service may be primarily paid for by the staff member. Each option is described in more detail below.

## D. PROGRAM DETAILS

**1. City-Owned Wireless Communication Devices** - A department head may authorize an individual to be provided a cellular telephone or other wireless communication device if there is a reasonable public benefit.

City-owned wireless communication devices are intended for official use. Rate plans should be "right-sized" to the business needs of each employee. Service must be provided on a month-to-month basis rather than on a contractual basis for set periods of time.

Usage of city-owned wireless communication devices for personal purposes is acceptable, but is to be minimal, similar to the accepted use of City telephones and/or email.

Each plan assignment needs to be reviewed at a minimum of every 12 months to verify that it continues to be the most cost effective program for the user. During the annual plan review, personal usage is not to be included in analysis of the correct rate plan.

Employees must reimburse the City for all personal calls. All applicable long-distance, roaming charges and taxes must be included in personal call reimbursements. The employee is responsible for including air-time charges in his/her payment or reimbursement calculations.

Each individual assigned a City-owned wireless communication device is responsible for reconciling all invoices within 20 days of the invoice date. Bills are to be paid using the City's payable procedures. The employee must then fully reimburse the City for all non-business cellular calls, before the bill is due for payment, by documenting them on the Cellular Charge Settlement form and attaching the corresponding payment.

Each department head is expected to establish departmental review and record keeping procedures for staff wireless communication device usage to ensure compliance with this policy. The department will designate a department Wireless Communication Device Coordinator (see section E).

**2. Employee Owned Wireless Communication Devices** - City employees are allowed to use discounted plans for government employees from AT&T, Sprint, Verizon, or any other vendor offering these types of plans. Some vendors allow employees to choose a plan at their retail stores using a government employee code. All personal wireless communication devices are the employee's responsibility and not the liability of the City. If the total monthly bill exceeds the rate plan minutes, employees may request reimbursement from the City for all business calls or data usage up to the amount the bill exceeded the rate plan. All applicable long-distance, roaming charges and taxes should be included in the request for reimbursement.

Personal wireless communication devices will not have access to City back-end data services such as email.

**3. Hybrid Plans** – If the total bill on a hybrid plan is the responsibility of the City (the City receives invoices directly), then payment is to be handled similar to City-Owned plans (number 1 above). Otherwise, the process defined in the personal devices (number 2 above) shall be used.

## **E. AUDIT**

Each department head will designate a department Wireless Communication Device Coordinator who will be responsible for keeping the contact information for both City-owned devices and personal devices (to the extent that personal devices are used for City business). The coordinators are not responsible for any ordering or billing issues associated with personal devices.

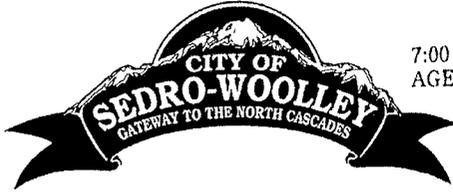
Wireless Communication Device accounts may be audited by the State Auditor's Office, the Internal Revenue Service and the City's Finance Department. Personal usage that is not reimbursed or other violations of this policy can result in disciplinary action including withdrawal of wireless communication device privileges and/or termination from employment.

## Policy \_\_\_ Executive Leave

- A. The City of Sedro-Woolley recognizes that employees who are exempt for purposes of overtime pay often put in hours that extend beyond the standard workweek, without additional compensation, to meet the demands of their position. While incidental extra work time is an expected component of these positions, the City acknowledges that occasionally the demands are extraordinary. As an equitable measure, the City allows certain exempt employees to accrue and use compensatory time on an hour for hour basis and other exempt employees are provided with annual paid "Executive Leave," in the amount of eighty (80) hours per year.
1. Executive Leave. Executive leave in the amount of eighty (80) hours per year is provided to department head level and above (i.e., finance director, planning director, public works director, police chief, fire chief, city attorney, city supervisor) employees subject to the following:
    - a. Executive Leave is made available in a block amount January 1<sup>st</sup> of each year;
    - b. Executive Leave may not carry over from year to year and may not be cashed out if unused;
    - c. Use of Executive Leave is subject to pre-approval of the employee's supervisor;
    - d. Executive Leave is to be used in four (4) hour increments, but no more than twenty four (24) hours of Executive Leave may be used at a time;
    - e. Use of Executive Leave is to be designated as such on the Payroll Time Sheet and any applicable approval attached to the timesheet; and
    - f. Any employee with a similar or substantially similar leave provision, including a provision that allows for any compensatory time, in an employment contract is ineligible to receive additional leave by virtue of this policy.
  2. Compensatory Time. Compensatory time is available to those exempt employees who are ineligible for Executive Leave (i.e., police lieutenant, assistant engineer, associate/senior planner, building inspector) on an hour for hour basis, subject to pre-approval by the employee's supervisor and subject to the following:
    - a. Compensatory Time may not accrue until the employee has actually worked more than forty (40) hours in a workweek;
    - b. Compensatory Time may not accrue to more than twenty four (24) hours at any given time;
    - c. Compensatory Time may not carry over from year to year and may not be cashed out if unused;
    - d. Use of Compensatory Time is subject to pre-approval of the employee's supervisor;
    - e. Use of Compensatory Time is to be designated as such on the Payroll Time Sheet and the applicable approval attached to the timesheet; and
    - f. Compensatory Time is not available to those employees whose job descriptions exempt them from this policy (i.e., assistant fire chief).
- B. This policy is subject to annual review by the Mayor and may be modified or eliminated to meet the needs of the City at any time.

CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 10 2008



7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 10

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: SWMC 9.20.070 (harassment by phone)  
DATE: December 10, 2008

ISSUE: Should the Council approve the attached ordinance that makes the use of text messaging a crime when used to harass, intimidate or embarrass another person?

BACKGROUND: This comes as a request from the City's prosecutor, Jennifer Bouwens. As a result of changing technology, the current code (SWMC 9.20.070) makes the use of a telephone for telephone calls a crime when used to harass, intimidate or embarrass another person. It is silent as to the use of the same or similar device to send text messages.

The attached ordinance makes the use of text messages to harass, intimidate or embarrass another person a crime.

RECOMMENDATION: *Motion to adopt Ordinance \_\_\_\_\_-08, an ordinance amending SWMC 9.20.070 to address the use of text messaging to harass, intimidate or embarrass another person and making such an act a crime.*

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SWMC 9.20.070 TO INCLUDE THE USE OF TEXT MESSAGES FOR THE PURPOSES OF HARASSMENT OR INTIMIDATION A CRIME

Whereas, SWMC 9.20.070 establishes a law that makes the use of the telephone for harassment, intimidation or to cause embarrassment a crime, and

Whereas, modern day telephones and other electronic devices allow people to use text messages or other similar messages for the same purpose as SWMC 9.20.070 is intended to prohibit, and

Whereas, the City Council desires to make it a crime to use text messaging for the purposes of causing harassment, intimidation or embarrassment,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO-WOLLEY DO HEREBY ORDAIN AS FOLLOWS:

**Section 1.** SWMC 9.20.070 is amended as follows:

**9.20.070 Making or permitting telephone calls or text messages to harass, intimidate or embarrass.**

A. Every person who, with intent to harass, intimidate, torment or embarrass any other person, shall make a telephone call or send a text message to such other person:

1. Using any lewd, lascivious, profane, indecent or obscene words or language, or suggesting the commission of any lewd or lascivious act; or

2. Anonymously or repeatedly or at an extremely inconvenient hour, whether or not conversation ensues; or

3. Threatening to inflict injury on the person or property of the person called or any member of his or her family or household;  
shall be guilty of a crime.

B. Any person who knowingly permits any telephone under his control to be used for any purpose prohibited by subsection A of this section shall be guilty of a crime.

C. Any offense committed by use of a telephone or other electronic device as set forth in this section may be deemed to have been committed either at the place from which the telephone call(s) or text message(s) were made or at the place where the telephone call(s) or text message(s) were received.

D. Violation of this section is a crime.

**Section 2.** This ordinance shall be effective five (5) days after passage and publication as provided by law.

**Section 3.** The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances

shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

Passed and approved this 10<sup>th</sup> day of December, 2008.

---

MAYOR MIKE ANDERSON

Attest:

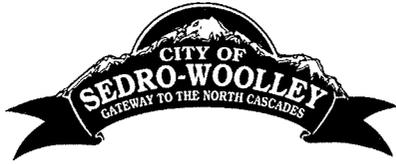
---

PATSY NELSON, FINANCE DIRECTOR

Approved as to form:

---

ERON BERG, CITY ATTORNEY



CITY COUNCIL AGENDA  
REGULAR MEETING

DEC 10 2008

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 11

PLANNING DEPARTMENT  
325 Metcalf Street  
Sedro-Woolley, WA 98225  
Phone (360) 855-0771  
Fax (360) 855-0733

**MEMO:** City Council  
Mayor Anderson

**From:** Jack Moore,   
Planning Director & Building Official

**Date:** December 10, 2008

**Subject:** 1. Comprehensive Plan Amendments – 2008 Docket (Proposed ordinance 1 of 2)  
2. Municipal Code modifications (Proposed ordinance 2 of 2)

**ISSUES**

1. Should the City Council adopt the proposed *Comprehensive Plan* amendments for 2008?
2. Should the City Council adopt the proposed *Sedro-Woolley Municipal Code* modifications to enact the 2008 *Comprehensive Plan* amendments?

**PROJECT DESCRIPTION / HISTORY**

The *City of Sedro-Woolley Comprehensive Plan* is a guiding policy for how the city will manage and/or address issues associated with growth and development in Sedro-Woolley. The Comprehensive Plan is a requirement of the State Growth Management Act, Chapter 36.70A RCW and addresses thirteen planning goals. The goals address: urban growth, reduce sprawl, transportation, housing, economic development, property rights, permits, natural resources, open space/recreation, environment, citizen participation, public facilities and service, and historic preservation.

The Sedro-Woolley Planning Commission has reviewed the docket agenda and held public hearings for the docket items. After the Planning Commission concluded its hearings process, they made the following recommendations as shown in the attached *Findings of Fact, Conclusions and Recommendations*.

- 1) A request by the Sedro-Woolley School District that the district's 2007 Capital Facilities Plan (CFP) be adopted as part of the Sedro-Woolley Comprehensive Plan. The current school impact fee is \$2,010 per single family unit and \$1,595 per unit for multifamily developments. Based on the District's impact fee calculations in their 2007 CFP the newly recommended impact fees are \$5,239 per single family unit and \$5,254 per multi-family unit. The second proposed ordinance will make the designated changes to Chapter 15.64 SWMC.

**PC RECOMMENDATION: APPROVE**

- 2) A request by Sedro-Woolley, LLC to establish a new mixed-use commercial zoning overlay that will better enable the development of an urban village. Urban villages are encouraged by the Comprehensive Plan and the applicant seeks zoning changes that better support the urban village concept which typically incorporate more open space and higher residential densities. The proposed overlay is based on the current Mixed Commercial zone but would allow for a greater diversity of options for mixing commercial, retail and residential uses through a process similar to the development of a master plan. In exchange for more flexibility for the developer, the zoning code would require the proposed development to meet a higher level of standards

than is currently required by the municipal code, comprehensive plan and design standards. This overlay will apply only to the properties listed in the application, by consent of the owners. This proposal is for the Comprehensive Plan change only--before this type of development can occur, changes will be necessary to Title 17 SWMC – Zoning and Land Use Element of the Comprehensive Plan and will require new design review guidelines to be developed.

**PC RECOMMENDATION: APPROVE**

- 3) A proposal by the City to increase the park impact fees from \$1,000/unit to \$1,954/unit. The second ordinance will make the designated changes to Chapter 15.60 SWMC.

**PC RECOMMENDATION: APPROVE**

- 4) There are five site specific rezones requested by the city for city-owned properties. These amendments will require a change to the Zoning Map and the Comprehensive Land Use Zoning Map (Appendix A of the Comprehensive Plan):

- a) A rezone of the 8-acre "Lemley" property on Alexander Street recently purchased and annexed by the city. The Comprehensive Plan designation of the property is Residential-7 (R-7). The City would like to change the zoning of the property to Public.
- b) A rezone of three city owned properties(P37637, P37647, P37618) currently used as the City's solid waste, department headquarters, yard waste and recycling yard. A fourth piece of property is also in this area, but is a former right-of way and has no parcel number. The former right-of-way should also be zoned Public. One of these properties was recently annexed by the City (P37618), but the others are already within the City limits. The Comprehensive Plan designation of two of the properties is Industrial, the rest is zoned R-7. The City would like to change the zoning of the properties to Public.
- c) A rezone of a parcel that is part of the City's cemetery (P39816) that was recently annexed by the City. The Comprehensive Plan designation of the property is R-7. The City would like to change the zoning of the property to Public.
- d) A rezone of a 0.39-acre piece of land that was dedicated to the City as part of the Park Cottage Planned Residential Development off of North Township Street. The property has no access from a public right-of-way and the City has no intention to develop the land for park use any time in the near future. The Comprehensive Plan designation of the property is Residential-5 (R-5). The City would like to change the zoning of the property to Public.
- e) A rezone of 1580 Portobello Avenue, located in the Sauk Mountain View Estates planned residential development (PRD). This parcel was dedicated to the City for use as a regional fire station. The City would like to change the zoning of the property to Public.

**PC RECOMMENDATION: APPROVE**

### **CITY COUNCIL ACTION OPTIONS**

For each of the docket items, the City Council must decide whether the amendment should be **approved, approved with modifications, or rejected.**

### **RECOMMENDATIONS**

1. Make a motion to approve ordinance number \_\_\_\_\_ adopting the attached proposed *Comprehensive Plan* amendments for 2008.
2. Make a motion to approve ordinance number \_\_\_\_\_ adopting the attached proposed *Sedro-Woolley Municipal Code* modifications to enact the 2008 *Comprehensive Plan* docket item 1 and docket item 3.

# **Planning Commission Findings**

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION  
STATE OF WASHINGTON**

<p><b>File #s:</b></p> <p><b><u>CPA-1-08</u></b> Sedro-Woolley School District</p> <p><b><u>CPA-2-08</u></b> Sedro-Woolley, LLC</p> <p><b><u>CPA-3-08</u></b> Sedro-Woolley Parks Dept.</p> <p><b><u>CPA-4-08</u></b> Sedro-Woolley Planning</p>	<p><b>2008 COMPREHENSIVE PLAN AMENDMENT REQUESTS – 2008 DOCKET –</b></p> <p><b>PLANNING COMMISSION FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDATION</b></p>
--	---

**Description of proposed amendments to the Comprehensive Plan & Land-Use Map**

**CPA-1-08 – Sedro-Woolley School District**

This is the first of four proposed amendments to the Comprehensive Plan on the 2008 Docket. The Sedro-Woolley School District #101 (District) has requested that the District’s 2007 Capital Facilities Plan be adopted as part of the Sedro-Woolley Comprehensive Plan. The 2007 CFP includes an increase in the school impact fees. The current school impact fee is \$2,010 per single family unit and \$1,595 per unit for multifamily developments. Based on the District’s impact fee calculations in the 2007 CFP the newly recommended impact fees are \$5,239 per single family unit and \$5,254 per multi-family unit. This amendment will require changes to Chapter 15.64 SWMC and Capital Facilities Element of the Comprehensive Plan.

**CPA-2-08 – Sedro-Woolley, LLC**

Sedro-Woolley, LLC has requested that the Sedro-Woolley Municipal Code and Comprehensive Plan be amended to enable a new zoning overlay called the Urban Village Mixed-Use overlay. The UVMU overlay would apply to a specific geographic area that is zoned Mixed Commercial (MC). The overlay would allow for a greater diversity of options for mixing commercial, retail and residential uses through a process similar to the development of a master plan. In exchange for more flexibility for the developer, the overlay code would require the proposed development to meet a higher level of standards than is currently required by the municipal code, comprehensive plan and design standards. The

applicant envisioned that the UVMU overlay would apply only to the properties listed in the application, by consent of the owners, however the Planning Department finds that this action is an area-wide rezone and is being processed as such. The original request was to create a new zoning layer. After several public hearings, the applicant, Planning Commission and interested parties agreed that an overlay may be more appropriate than a new UVLU zone.

The action is to create new language in the Comprehensive Plan to allow a UVMU overlay. If the UVMU overlay language is included in the Comprehensive Plan, the development regulations and design standards for the overlay will be developed over the coming year, reviewed by the Planning Commission and submitted to the City Council for approval upon completion.

#### CPA-3-08 – Sedro-Woolley Parks Department

The City of Sedro-Woolley Parks Department has requested that the Sedro-Woolley Municipal Code and Comprehensive Plan be amended to raise the Park impact fee from \$1,000 per new residential dwelling unit to \$1,954 per new residential dwelling unit. This action will require changes to Appendix A of the Parks and Recreation Element of the Comprehensive Plan and Attachment B of Chapter 15.60 SWMC.

#### CPA-4-08 – Sedro-Woolley Planning Department

The City of Sedro-Woolley Planning Department has requested that the Sedro-Woolley Comprehensive Land-Use Zoning Map be amended to change the zoning on several City-owned properties within City limits. Currently the different properties have a variety of zoning designations, but as city-owned property these properties should be zoned Public. The proposal is to amend the Comprehensive Land-Use Zoning Map, which is included in Appendix A of the Sedro-Woolley Comprehensive Plan, to designate the following properties as Public: P37637 (unaddressed on Alexander Street), P121537 (unaddressed on west side of creek from Park Cottage Place), P37647 (1617 Third Street), P37618, (10251 S. Third Street), P75575 (315 Sterling Street), P39816 (unaddressed cemetery parcel on Wicker Road) and P120693, (1580 Portobello Avenue). Three of these parcels (P37637, P37618 and P39816) were recently annexed into the city limits through ordinance #1604-08. All of the parcels are intended to for public use or actively used for public purposes. This rezone is intended as a book-keeping measure to improve the accuracy of the Comprehensive Land Use Zoning Map.

## Planning Commission Finding of Fact

### CPA-1-08 – Sedro-Woolley School District

1. On December 5, 2007, December 19, 2007, January 9, 2008, and January 23, 2008, the City of Sedro-Woolley advertised in the Courier Times that the deadline for accepting applications and proposals for Land Use Plan and Zoning Map Amendments, Urban Growth Area Boundary Amendments and proposed text amendments to the City's development regulations will be January 31, 2008.
2. On January 3, 2008, the Sedro-Woolley School District #101 submitted a request to amend the Sedro-Woolley Comprehensive Plan and Sedro-Woolley Municipal Code (SWMC) to incorporate an updated school capital facility plan (CFP) into the Comprehensive Plan. The CFP includes increased impact fees that would also require updates to Chapter 15.64 SWMC. The application was given the file number CPA-1-08.
3. Comprehensive Plan amendment request #CPA-1-08 was accepted as administratively complete on January 3, 2008.
4. On March 4, 2008 the City Council and Planning Commission reviewed the items on the 2008 Comprehensive Plan Docket. CPA-1-08 was on that Docket.
5. On April 2, 2008, in compliance with Chapters 17.60 and 2.90 SWMC, notice of the Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Courier-Times.
6. The Planning Department received no comments on the proposed Comprehensive Plan and municipal code amendments as proposed by the District.
7. A staff report dated April 15, 2008 was submitted to and reviewed by the Planning Commission prior to the public hearing.
8. On April 15, 2008 the Planning Commission held an open record public hearing to receive testimony from City Staff, the applicant and the public.
9. At the hearing staff presented the background of the proposed Comprehensive Plan and municipal code amendments and made a recommendation that the Planning Commission recommend approval of the proposed amendment to the City Council.
10. Mark Venn, Superintendent of the Sedro-Woolley School District spoke in support of the proposal and gave a brief history of the impact fee increase request. Mr. Venn cited long range plans for future schools, a recently failed bond measure, input from existing tax payers, and information from neighboring districts as reasons for the District's decision to increase impact fees.
11. Denise Stiffarm, legal counsel for the District further explained the reasons for the impact fee increase request. Ms. Stiffarm stated that construction costs for schools have increased dramatically since the previous CFP performed in 2003 and also noted that the number of students living in multi-family housing increased, thereby causing the impact fees for multi-family units to also increase in the 2007 CFP.
12. Additional discussion included:
  - Skagit County's adoption of the impact fee increase;
  - District's opinion that fees should be uniform across the District;
  - the possibility of step increases;
  - information about other school district's impact fees;
  - the formula used to arrive at the District's recommended impact fees;

- the public hearing process followed by the District when it reviewed and approved the 2007 CIP and impact fee increase.
13. Two members of the public commented during the public hearing:
    - Mike Janicki – 810 Talcott Street (Sedro-Woolley School Board), Sedro-Woolley. Mr. Janicki, representing the Sedro-Woolley School Board spoke in favor of the proposed amendment request. Mr. Janicki further addressed the process that the District followed to arrive at the impact fee increase proposal. Mr. Janicki also noted that developments reserved for citizens 55 years old and above do not pay school impact fees.
    - Jim Kallio – 10110 Collins Road, Sedro-Woolley. Mr. Kallio spoke in favor of the proposed amendment request.
  14. The proposed Comprehensive Plan and municipal code changes were forwarded to the State Department of Community Trade and Economic Development (CTED) for 60-day review as required by the Growth Management Act (GMA) on September 9, 2008. That 60-day review period expired and no CTED comments were received.
  15. A SEPA DNS for the 2008 Docket was issued on November 26, 2008.

#### CPA-2-08 – Sedro-Woolley, LLC

1. On January 31, 2008, Sedro-Woolley, LLC submitted a request to amend the Sedro-Woolley Comprehensive Plan and Sedro-Woolley Municipal Code (SWMC) to incorporate an updated school capital facility plan (CFP) into the Comprehensive Plan. The CFP includes increased impact fees that would also require updates to Chapter 15.64 SWMC. The application, meeting the published deadline for Comprehensive Plan update requests, was given the file number CPA-2-08 and accepted as administratively complete on that same day.
2. On March 4, 2008 the City Council and Planning Commission reviewed the items on the 2008 Comprehensive Plan Docket. CPA-2-08 was on that Docket.
3. On April 2, 2008, in compliance with Chapters 17.60 and 2.90 SWMC, notice of the Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Courier-Times.
4. The Planning Department received no comments on the proposed Comprehensive Plan and municipal code amendments as proposed by Sedro-Woolley, LLC.
5. A staff report dated April 15, 2008 was submitted to and reviewed by the Planning Commission prior to the public hearing.
6. On April 15, 2008 the Planning Commission held an open record public hearing to receive testimony from City Staff, the applicant and the public.
7. At the hearing staff presented the background of the proposed Comprehensive Plan and municipal code amendments and made a recommendation that the Planning Commission continue to hold hearings on the proposal while staff and the applicant work out more details based on public and Planning Commission feedback.
8. Mike Anderson, owner of property that would be affected by the proposal submitted a comment letter at the hearing.
9. Howard Koozer, owner of property that would be affected by the proposal submitted a spoke at the hearing.

10. The hearing was continued to the May 20, 2008 Planning Commission meeting. Notice of the Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Courier-Times on May 7.
11. Mike Anderson, Julie Anderson, Arlene Hammer and Jerry Hammer spoke at the May 20<sup>th</sup> hearing.
12. The hearing was continued until the July 15, 2008 Planning Commission meeting. A special UVMU workshop was scheduled for the same day to precede the hearing. Notice of the Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Courier-Times on July 2.
13. On July 15, 2008 a special workshop was held on the proposed UVMU zone.
14. Later in the evening on July 15, the Planning Commission continued the public hearing on the proposed UVMU.
15. Mike Anderson, Julie Anderson and Michael Matthias (planning consultant for Sedro-Woolley, LLC) spoke at the July 15<sup>th</sup> hearing.
16. The idea of creating a UVMU overlay, which by nature is inherently optional, was discussed in detail as an alternative to creating a new zone as originally proposed was discussed at length.
17. The Planning Commission passed a motion to approve a UVMU overlay.
18. The proposed Comprehensive Plan changes were forwarded to CTED for 60-day review as required by the GMA on September 24, 2008. That 60-day review period expired and no CTED comments were received.
19. A SEPA DNS for the 2008 Docket was issued on November 26, 2008.

#### CPA-3-08 – Sedro-Woolley Parks Department

1. The Sedro-Woolley School Parks Department submitted a request to amend the Sedro-Woolley Comprehensive Plan and SWMC to raise the Park impact fee from \$1,000 per new residential dwelling unit to \$1,954 per new residential dwelling unit. The application was given the file number CPA-3-08.
2. On March 4, 2008 the City Council and Planning Commission reviewed the items on the 2008 Comprehensive Plan Docket. CPA-3-08 was on that Docket.
3. On April 2, 2008, in compliance with Chapters 17.60 and 2.90 SWMC, notice of the Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Courier-Times.
4. The Planning Department received no comments on the proposed Comprehensive Plan and municipal code amendments as proposed by the Parks Department.
5. A staff report dated April 15, 2008 was submitted to and reviewed by the Planning Commission prior to the public hearing.
6. On April 15, 2008 the Planning Commission held an open record public hearing to receive testimony from City Staff, the applicant and the public. Because of the length of the discussion of items ahead of CPA-3-08 on the Planning Commission agenda, the proposal was not heard on April 15. Being no objection from the public, the proposal was rescheduled for May 20, 2008. Notice of the Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Courier-Times on May 7.

7. At the May 20, 2008 hearing, staff presented the background of the proposed Comprehensive Plan and municipal code amendments and made a recommendation that the Planning Commission recommend approval of the proposed amendment to the City Council.
8. Mike Anderson spoke in favor of the amendments.
9. The proposed Comprehensive Plan and municipal code changes were forwarded to CTED for 60-day review as required by the GMA on September 24, 2008. That 60-day review period expired and no CTED comments were received.
10. A SEPA DNS for the 2008 Docket was issued on November 26, 2008.

#### CPA-4-08 – Sedro-Woolley Planning Department

1. The Sedro-Woolley School Planning Department submitted a request to amend the Sedro-Woolley Comprehensive Plan to rezone several city-owned parcels from their various zoning designations to the Public zoning designation. The application was given the file number CPA-4-08.
2. On March 4, 2008 the City Council and Planning Commission reviewed the items on the 2008 Comprehensive Plan Docket. CPA-4-08 was on that Docket.
3. On April 2, 2008, in compliance with Chapters 17.60 and 2.90 SWMC, notice of the Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Courier-Times.
4. The Planning Department received no comments on the proposed Comprehensive Plan and municipal code amendments as proposed by the Department.
5. A staff report dated April 15, 2008 was submitted to and reviewed by the Planning Commission prior to the public hearing.
6. On April 15, 2008 the Planning Commission held an open record public hearing to receive testimony from City Staff, the applicant and the public. Because of the length of the discussion of items ahead of CPA-4-08 on the Planning Commission agenda, the proposal was not heard on April 15. Being no objection from the public, the proposal was rescheduled for May 20, 2008. Notice of the Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Courier-Times on May 7.
7. On May 20, 2008 the Planning Commission held an open record public hearing. Because of the length of the discussion of items ahead of CPA-4-08 on the Planning Commission agenda, the proposal was not heard on May 20. Being no objection from the public, the proposal was rescheduled for July 15, 2008. Notice of the Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Courier-Times on July 2.
8. On July 15, 2008 the Planning Commission held an open record public hearing. Because of the length of the discussion of items ahead of CPA-4-08 on the Planning Commission agenda, the proposal was not heard on July 15. Being no objection from the public, the proposal was rescheduled for August 19, 2008. Notice of the Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Courier-Times on August 6.
9. An updated staff report, dated July 31, 2008, was presented to the Planning Commission.

10. At the August 19, 2008 hearing, staff presented the background of the proposed Comprehensive Plan and municipal code amendments and made a recommendation that the Planning Commission recommend approval of the proposed amendment to the City Council.
11. No public comments were made at the hearing.
12. The proposed Comprehensive Plan and municipal code changes were forwarded to CTED for 60-day review as required by the GMA on September 24, 2008. That 60-day review period expired and no CTED comments were received.
13. A SEPA DNS for the 2008 Docket was issued on November 26, 2008.

**Planning Commission Recommendations**

CPA-1-08 – Sedro-Woolley School District

Based on the findings of fact and information submitted to the Planning Commission, the Planning Commission recommends that the City Council **approve** amendments to the Capital Facilities Element of the Comprehensive Plan and Chapter 15.65 SWMC as proposed by the Sedro-Woolley School District.

CPA-2-08 – Sedro-Woolley, LLC

Based on the findings of fact and information submitted to the Planning Commission, the Planning Commission recommends that the City Council **approve** amendments to the Land Use Element of the Comprehensive Plan to enable an Urban Village Mixed Use (UVMU) overlay.

CPA-3-08 – Sedro-Woolley Parks Department

Based on the findings of fact and information submitted to the Planning Commission, the Planning Commission recommends that the City Council **approve** amendments to the Parks and Recreation Element of the Comprehensive Plan and Chapter 15.60 SWMC as proposed by the Sedro-Woolley Parks Department.

CPA-4-08 – Sedro-Woolley Planning Department

Based on the findings of fact and information submitted to the Planning Commission, the Planning Commission recommends that the City Council **approve** amendments to the Comprehensive Land-Use Map (Appendix A to the Comprehensive Plan) as proposed by the Sedro-Woolley Planning Department.

**CERTIFICATION**

  
 \_\_\_\_\_  
**Rick Judd, Planning Commission Chairman**

12-4-08  
**Date**

# **Ordinance 1 of 2**

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN AND COMPREHENSIVE LAND USE MAP FOR THE CITY OF SEDRO-WOOLLEY TO REVISE AND INCORPORATE UPDATED INFORMATION AS REVIEWED AS PART OF THE 2008 DOCKET.**

**WHEREAS**, applications for amendments to the Sedro-Woolley Comprehensive Plan were received by the published deadline of January 31, 2008; and

**WHEREAS**, the City of Sedro-Woolley established an on-going public participation process in 2008 in accordance with RCW 36.70A.130(2) including the regular Planning Commission meetings, joint City Council and Planning Commission workshop(s), and Public Meetings to discuss proposed changes to the Comprehensive Plan; and

**WHEREAS**, public hearings were conducted before the Sedro-Woolley Planning Commission on various dates; and

**WHEREAS**, environmental review of the updated Comprehensive Plan has been completed and a Determination of Non-Significance was issued Wednesday, November 26, 2008, and that document is adopted by reference; and

**WHEREAS**, the proposed amendments to the Comprehensive Plan have been submitted to the Washington State Department of Community, Trade and Economic Development (CTED) and the required 60-day review period has passed; and

**WHEREAS**, the Planning Commission has reviewed the proposed update to the Comprehensive Plan as contained in this ordinance and made a recommendation to adopt the updated Comprehensive Plan;

**WHEREAS**, the Growth Management Act gives authority to Sedro-Woolley to update its Comprehensive Plan once per year in such a manner that all proposed amendments are considered by the governing body concurrently such that the governing body may evaluate their cumulative effect; and

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES ORDAIN AS FOLLOWS:**

**Section 1.** The *Capital Facilities Plan* of the Sedro-Woolley Comprehensive Plan is hereby amended to read as set forth on the attached Exhibit A, which is adopted by reference.

**Section 2.** The *Land Use Element* of the Sedro-Woolley Comprehensive Plan is hereby amended to read as set forth on the attached Exhibit B, which is adopted by reference.

**Section 3.** The *Parks and Recreation Element* of the Sedro-Woolley Comprehensive Plan is hereby amended to read as set forth on the attached Exhibit C, which is adopted by reference.

**Section 4.** The revised Comprehensive Land Use Plan Map is hereby adopted as the official *Comprehensive Land Use Plan Map of the City of Sedro-Woolley*, and is attached as Exhibit D which is adopted by reference.

**Section 5.** This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

**Section 6.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 10th day of December, 2008, and signed in authentication of its passage this 11<sup>th</sup> day of December, 2008.

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Patsy Nelson, Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Eron Berg, City Attorney

Published \_\_\_\_\_

# **Exhibit A**

**Proposed amendments to the Schools section of the Capital Facilities Element of the Comprehensive Plan.** All existing text shall be stricken and replaced by this text.

### **Schools**

The City of Sedro-Woolley does not own or operate school facilities. However, public facilities and services such as schools are vital to protect and enhance community and environmental quality. Deficiencies in school facilities might not raise severe obstacles to any single new development, but over time could cause deterioration of community quality. The City of Sedro-Woolley is ultimately responsible for assuring that adequate facilities and services, such as schools and school facilities, are available or can be made available to support planned growth. This responsibility is carried out by working with the Sedro-Woolley School District No. 1 (District) to identify needs for facilities and services based on the planned amount and location of growth. The mechanism for identifying needs is through the District capital facilities plan, which is adopted as a supplement of the Sedro-Woolley Comprehensive Plan.

The provision of an adequate supply of kindergarten through twelfth grade (K-12) public schools and K-12 public school facilities is essential to avoid overcrowding and to enhance the educational opportunities for our children.

#### **A. Identifying Needs for Facilities and Services**

The Growth Management Act requires the District to prepare a capital facility plan which includes an inventory of existing capital

facilities owned by public entities, a forecast of the future needs for capital facilities, including

the proposed locations and capacities of expanded or new facilities, and a six-year plan that will finance the expanded or new facilities. Furthermore, Chapter 15.64 SWMC requires that, as a condition of collecting school impact fees, the Sedro-Woolley School District prepare a six-year capital facility plan that describes the District's capacity needs for the six-year period of the plan and proposes funding to meet those needs.

#### **B. Capital Facility Planning**

The District's six-year capital facility plan should be consistent with the Growth Management Act, City of Sedro-Woolley Comprehensive Plan, and the Sedro-Woolley Municipal Code.

The full Sedro-Woolley School District Capital Facilities Plan is included in Appendix F of the Capital Facilities Element of the Sedro-Woolley Comprehensive Plan.

## SCHOOLS

### I. INTRODUCTION

— The purpose of this capital facilities plan is to provide a verifiable estimate of the present and future construction and capital facilities needs for the Sedro-Woolley School District No. 101 (“district”), and the basis for requesting the imposition of school impact fees by Skagit County and the city of Sedro-Woolley. This capital facilities plan contains all elements required under Washington’s Growth Management Act (the “GMA”).

— Documenting the statutory and district requirements are essential for the planning of capital facility improvements, expansions, and new construction. Such criteria can provide information needed in making major decisions. The information can be used to accomplish the following:

- 1. — Demonstrate the need for capital facilities and the costs required to administer, plan, and construct them in the most cost-effective manner;
- 2. — Identify the annual budget necessary for district operations;
- 3. — Identify available sources of revenue; and
- 4. — Demonstrate the district’s financial position in order to obtain better ratings on bond issues.

— State law requires school districts to document their long-range construction and modernization needs within strict guidelines for State assistance in funding capital improvements. Moreover, the GMA requires counties of a certain size and the cities in these counties to prepare comprehensive plans. Such jurisdictions are required to develop a capital

facilities plan as a component of these comprehensive plans. While the GMA does not specifically require school districts to adopt capital facilities plans, a district must prepare a capital facilities plan that is adopted as part of a city’s or county’s comprehensive plan in order to receive school impact fees under the GMA. This capital facilities plan will be used to coordinate the district’s long-range facility needs with the city of Sedro-Woolley’s and Skagit County’s comprehensive planning process under the GMA.

— It is expected that this capital facilities plan will be amended annually or semi-annually to take into account changes in the capital needs of the district and changing enrollment projections. The fee schedules will also be adjusted accordingly.

— The district’s 2001-2002 permanent capacity was four thousand sixty-six (4,066), and the actual October 1st enrollment for 2001 was four thousand two hundred eighteen (4,218). Enrollment projections indicate that there will be four thousand four hundred fifty (4,450) students enrolled in the district in the fall of 2002 and four thousand five hundred fifty-seven (4,557) students enrolled in the district by 2007 (see Section IV.A).

### II. STANDARD OF SERVICE

— The district uses the following ratios of teachers to students to meet their education objectives for program planning:

— Elementary (Preschool—grades 6th)	— 21
— Middle School (grades 7th—8th)	— 25
— High School (grades 9th—12th)	— 26

— These ratios are used for determining educational program capacity in existing schools and for the planning of new school facilities.<sup>†</sup>

<sup>1</sup> These ratios were recently adjusted to reflect classroom size adjustments made by the district in response to Initiative 728.

At the elementary level, the educational program capacity can generally be determined by taking the number of elementary classrooms available District wide and multiplying by the teacher to student ratio (21) for a total count of elementary student capacity.

At the middle school level, different variables are considered in order to calculate the practical capacity of the facility. These factors include the following: students move between classes four periods per day, teachers use their classes one period per day as teacher preparation time, and six core subjects are required each semester, including math, language arts, reading, science/health, social studies, and physical education.

The facility capacity for the high school takes into consideration that both teachers and students move between classes and that the course structure for the high school students has many variables. Required course work must be completed prior to graduation, but there is a great deal of flexibility as to when classes may be taken. The base requirements are as follows:

Each Semester Class = 1.0	Subject
3	English
1	Speech
3	Mathematics
1	Washington State History
1	United States History & Government
1	World History
1	Senior Social Studies/ Contemporary World
3	Laboratory Science
1	Occupational Education
2	Physical Education
1	Health
1	Fine Arts
12	Electives
31	Total

Space needs in all school buildings, particularly at the middle and high school levels, include libraries, gymnasiums, areas for special programs and classes, teacher planning space, and other core facilities.

### III. INVENTORY OF EXISTING FACILITIES

The following chart summarizes the district's inventory of instructional facilities. The district currently has permanent capacity for four thousand sixty six (4,066) students.

Each Semester Class = 1.0	Subject
---------------------------	---------

#### Instructional Facilities

Facility	Square Footage	Location	Classrooms <sup>2</sup>	Student Capacity <sup>3</sup>
Sedro Woolley High School	187,612 sq. ft.	1235 Third Street Sedro Woolley, WA 98284	52	1,325

<b>Facility</b>	<b>Square Footage</b>	<b>Location</b>	<b>Classrooms<sup>2</sup></b>	<b>Student Capacity<sup>3</sup></b>
Cascade Middle School	81,253 sq. ft.	201 North Township Sedro Woolley, WA 98284	28(2)	625
Central Elementary	44,100 sq. ft.	601 Talcott Sedro Woolley, WA 98284	19	399
Evergreen Elementary	58,110 sq. ft.	1111 McGarigle Road Sedro Woolley, WA 98284	26	546
Mary Purcell Elementary	40,450 sq. ft.	700 Bennett Sedro Woolley, WA 98284	15(5)	315
Clear Lake Elementary	31,510 sq. ft.	2167 Lake Avenue Clear Lake, WA 98235	9(4)	189
Big Lake Elementary	20,780 sq. ft.	1676 Highway 9 Mount Vernon, WA 98273	8	168
Samish Elementary	23,775 sq. ft.	2195 Highway 9 Sedro Woolley, WA 98284	11	231
Lyman Elementary	19,219 sq. ft.	Lyman Avenue Lyman, WA 98263	8	168
State Street High School	7,000 sq. ft.	800 State Street Sedro Woolley, WA 98284	4	100
<b>Total</b>	<b>513,809 sq. ft.</b>			<b>4,066</b>

#### **Administrative Facilities**

Sedro Woolley School Administrative Office		801 Trail Road Sedro Woolley, WA 98284		
Sedro Woolley School District Office		2079 Cook Road Sedro Woolley, WA 98284		

<sup>2</sup> Portable facilities indicated in parenthesis.

<sup>3</sup> Capacity calculations are based on district standards as identified in Section II above and do not include temporary capacity provided by portable facilities. Furthermore, the student capacity figures incorporate space needs at each school.

#### IV. CAPITAL FACILITIES NEEDS

##### A. Introduction

The need for new school facilities is directly related to population and other demographic trends such as birth rate, housing, and employment trends. These demographic trends are an important tool in predicting the educational service needs of this community, and the location, size, and capacity of new school facilities.

Demographic information gathered by Skagit County in the GMA planning process indicates that population in the county is expected to increase significantly in the future. There has been and will continue to be an increase in the total number of households county wide, and specifically within the Mount Vernon, Burlington, and Sedro-Woolley School Districts. Additional school facilities

within these districts will be needed to serve this increase in population.

The following chart sets forth the six-year enrollment projections based on a demographic study prepared for the district.<sup>4</sup> The projections are based on factors including birth rates, population estimates, historical school enrollment figures, student migration, and planning/development information. The enrollment of the district is expected to increase by approximately three hundred thirty nine (339) students over the next six years, a 8.5% increase over the district's current student population. The SPI enrollment estimates are conservative in light of current development projects planned within the district. The enrollment projections for the district will be updated annually.

<sup>4</sup>—John Fotheringham and Keith Bigelow (September 2000).

#### District-Wide Enrollment Projections: 2002-2007

Year	2001 <sup>5</sup>	2002	2003	2004	2005	2006	2007
Enrollment-District Projected	4218	4,450	4,406	4,437	4,489	4,527	4,557

#### Sedro-Woolley School District Enrollment Projections by Grade Level

	2001 <sup>6</sup>	2002	2003	2004	2005	2006	2007
Kindergarten	270	305	313	318	323	328	333
Grade 1	300	301	312	320	325	329	334
Grade 2	296	308	307	318	326	330	334
Grade 3	288	314	318	317	328	335	339
Grade 4	319	303	320	324	323	333	340
Grade 5	348	353	312	329	333	331	341
Grade 6	323	352	365	323	340	343	341
<b>K-6 Head count</b>	<b>2,144</b>	<b>2,236</b>	<b>2,247</b>	<b>2,249</b>	<b>2,298</b>	<b>2,329</b>	<b>2,362</b>
Grade 7	339	341	360	373	330	346	349

	2001 <sup>6</sup>	2002	2003	2004	2005	2006	2007
Grade 8	322	344	342	361	374	330	346
<b>Grades 7-8 Head count</b>	<b>661</b>	<b>685</b>	<b>702</b>	<b>734</b>	<b>704</b>	<b>676</b>	<b>695</b>
Grade 9	419	379	389	387	409	421	372
Grade 10	326	375	380	390	388	408	420
Grade 11	383	363	346	351	360	356	375
Grade 12	285	412	342	326	330	337	333
<b>Grades 9-12 Head count</b>	<b>1,413</b>	<b>1,529</b>	<b>1,457</b>	<b>1,454</b>	<b>1,487</b>	<b>1,522</b>	<b>1,500</b>
<b>K-12 Head count</b>	<b>4,218</b>	<b>4,450</b>	<b>4,406</b>	<b>4,437</b>	<b>4,489</b>	<b>4,527</b>	<b>4,557</b>

<sup>5</sup>—Actual headcount enrollment (October 2001).

<sup>6</sup>—Actual headcount enrollment on October 1st.

**B. Forecast of Future Needs**

The following is a summary of the district's capital facilities needs over the next six years. To adequately serve future student population, the district plans to construct a new middle school with a capacity of six hundred (600) students and new classrooms at the Big Lake, Lyman, and Samish Elementary Schools. The board will make final decisions regarding these capital projects over the next six years.

Name of Facility:	<b>New Middle School</b>
Project Description:	New school
Capacity	600
Year Needed (projected):	2005-2006
Estimated Costs:	\$18,850,000.00

Name of Facility:	<b>Big Lake Elementary</b>
Project Description:	Addition of two to four new classrooms
Pre-Remodel Capacity	168
Post-Remodel Capacity	210-250
Year Needed (projected):	2006-2007
Estimated Costs:	\$1,200,000.00

Name of Facility:	<b>Lyman Elementary</b>
Project Description:	Construction of two to four new classrooms
Pre-Remodel Capacity	168
Post-Remodel Capacity	210-250
Year Needed (projected):	2006-2007
Estimated Costs:	\$1,200,000.00

Name of Facility:	<b>Samish Elementary</b>
Project Description:	Construction of two to four new classrooms
Pre-Remodel Capacity	231
Post-Remodel Capacity	273-315
Year Needed (projected):	2006-2007
Estimated Costs:	\$1,200,000.00

**C. School Capacity Summary (includes capacities created as a result of capital facilities projects for 2002-2007)<sup>7</sup>**

Based upon the district's enrollment forecast, standard of service, current inventory and capacity, and future planned classroom spaces, the district will be overcapacity for at least two years of the five year planning horizon.

	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>
Permanent Capacity	4,066	4,066	4,066	4,066	4,666 <sup>8</sup>	4,917 <sup>9</sup>

	2002	2003	2004	2005	2006	2007
Capacity Change	0	0	0	0	600	251
Enrollment-District Projected	4,450	4,406	4,437	4,489	4,527	4,557
+/- capacity <sup>10</sup>	(384)	(340)	(371)	(423)	139	360

<sup>7</sup>—These projects have not been fully funded.

<sup>8</sup>—Assumes complete construction of the new middle school.

<sup>9</sup>—Assumes complete construction of additions at Big Lake, Lyman, and Samish Elementary Schools.

<sup>10</sup>—Does not include capacity provided in temporary facilities.

<sup>11</sup>—The district is not currently eligible for state matching funds for unhoused students.

## V. FINANCING PLAN

—The funding sources for the district's capital facilities needs, as identified above, include:

1. —General obligation bonds;
2. —GMA impact fees and mitigation payments; and
3. —State matching funds on eligible projects.<sup>11</sup>

—The district has not yet determined a date to submit a bond issue to the voters for approval to help fund the capital facilities projects identified above. These projects will be funded by bond proceeds when approved.

—The following chart identifies the funding sources for the capital improvements described in this capital facilities plan and identifies system improvements that are reasonably related to new development. It also identifies projects included in the capital facilities plan that will serve new growth.

### Six-Year Financing Plan

New Construction and Additions Increasing Capacity	Estimated Costs	State Match	Bond Funds	Mitigation and/or Impact Fees	Other	Capacity to Serve New Growth	Estimated Timeline
New Middle School	\$18,850,000		X	X	X	X	2005-2006
Big Lake Elementary	\$1,200,000		X	X		X	2006-2007
Lyman Elementary	\$1,200,000		X				2006-2007
Samish Elementary	\$1,200,000		X	X		X	2006-2007

—————Note: Impact fees may also be used on additional capital projects as permitted by law or may be used to reduce debt service on outstanding bonds.

**VI. IMPACT FEES**

—————New developments built within the district will generate additional students, who will create the need for new school facilities. New growth should pay a part of the cost of the facilities needed to serve the growth.

—————The impact fee formula takes into account the cost of the capital improvements identified in this capital facilities plan that are necessary as a result of new growth. It calculates the fiscal impact of each single-family or multi-family development in the district based on projected student generation rates for single family and multi-family dwelling units. These student generation rates were developed by a detailed survey of new housing conducted by a consultant. The formula also takes into account the taxes that will be paid by these developments and the funds that could be provided at the local and state levels for the capital improvements. For information regarding the formula, see Appendix A set out at the end of this chapter.

—————School impact fees are authorized by the GMA, but must be adopted by the Skagit County board of commissioners for the district in order to apply to that portion of the district located in unincorporated Skagit County. The fees must be separately adopted by the Sedro-Woolley city council in order to apply to developments located with the city of Sedro-Woolley.

**SCHOOL IMPACT FEE SCHEDULES**

Impact Fee per Single Family Dwelling Unit:	\$2,010.00
Impact Fee per Multi-Family Dwelling Unit:	\$1,595.00

School Impact Fee Calculation	DISTRICT	Sedro-Woolley S.D.
-------------------------------	----------	--------------------

**School Site Acquisition Cost:**  
 ((Acre x Cost per Acre)/Facility Capacity) x Student Generation Factor

	Facility Acreage	Cost / Acre	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	15.00	\$0	250	0.270	0.092	\$0	\$0

	Facility Acreage	Cost / Acre	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Middle	20.00	\$42,500	600	0.053	0.079	\$75	\$112
Sr. High	5.00	\$0	480	0.139	0.053	\$0	\$0
					<b>TOTAL</b>	\$75	\$112

**School Construction Cost:**

((Facility Cost/Facility Capacity)x Student Generation Factor)x(permanent/Total Sq Ft)

	% Perm/ Total Sq. Ft.	Facility Cost	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	97.53%	\$3,600,000	250	0.270	0.092	\$3,792	\$1,292
Middle	97.53%	\$18,000,000	600	0.053	0.079	\$1,551	\$2,311
Sr. High	97.53%	\$0	480	0.139	0.053	\$0	\$0
					<b>TOTAL</b>	\$5,343	\$3,604

	% Perm/ Total Sq. Ft.	Facility Cost	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	97.53%	\$3,600,000	250	0.270	0.092	\$3,792	\$1,292
Middle	97.53%	\$18,000,000	600	0.053	0.079	\$1,551	\$2,311
Sr. High	97.53%	\$0	480	0.139	0.053	\$0	\$0
					<b>TOTAL</b>	\$5,343	\$3,604

**Temporary Facility Cost:**

((Facility Cost/Facility Capacity)x Student Generation Factor)x(Temporary/Total Square Feet)

	<b>% Temp/ Total Sq. Ft.</b>	<b>Facility Cost</b>	<b>Facilit y Size</b>	<b>Student Factor SFR</b>	<b>Student Factor MFR</b>	<b>Cost/ SFR</b>	<b>Cost/ MFR</b>
Elementa ry	2.47%	\$0	50	0.270	0.092	\$0	\$0
Middle	2.47%	\$0	25	0.053	0.079	\$0	\$0
Sr. High	2.47%	\$0	25	0.139	0.053	\$0	\$0
					<b>TOTAL</b>	\$0	\$0

<b>Tax Payment Credit:</b>	<b>SFR</b>	<b>MFR</b>
Average Assessed Value	\$135,869.00	\$51,099.00
Capital Bond Interest Rate	5.11%	5.11%
Net Present Value of Average Dwelling	\$1,043,563.00	\$392,474.00
Years Amortized	10	10
Property Tax Levy Rate	\$1.34	\$1.34

Present Value of Revenue Stream	\$1,398.00	\$526.00
---------------------------------	------------	----------

<b>Fee Summary:</b>	<b>Single Family</b>	<b>Multiple Family</b>
Site Acquisition Costs	\$75.08	\$111.92
Permanent Facility Cost	\$5,342	\$3,603.54
Temporary Facility Cost	\$0.00	\$0.00
Tax Payment Credit	(\$1,398.37)	(\$525.91)
Subtotal	\$4,019.00	\$3,190.00
Discount 50%	\$2009.70	\$1,594.77
<b>FEE</b>	<b>\$2,010.00</b>	<b>\$1,595.00</b>

\*——— The Sedro-Woolley School District does not currently qualify for State Match.

Appendix A to Capital Facilities Element of Sedro-Woolley Comprehensive Plan

**Sedro-Woolley School District #101  
Capital Facilities Plan  
2007**

TABLE OF CONTENTS

I.	INTRODUCTION .....	1
II.	STANDARD OF SERVICE .....	2
III.	INVENTORY .....	3
IV.	CAPITAL FACILITIES NEEDS .....	6
	A. Enrollment Projections .....	6
	B. Forecast of Future Needs .....	8
	C. School Capacity Summary .....	9
V.	FINANCING PLAN .....	11
VI.	IMPACT FEES .....	13

**APPENDIX A – OSPI Enrollment Data**

**APPENDIX B – Student Generation Rates**

**APPENDIX C – Impact Fee Calculations**

## I. INTRODUCTION

The purpose of this Capital Facilities Plan is to provide a verifiable estimate of the present and future construction and capital facilities needs for the Sedro-Woolley School District No. 101 ("District"), and the basis for requesting the imposition of school impact fees by Skagit County, the City of Sedro-Woolley, and the towns of Lyman and Hamilton. This Capital Facilities Plan contains all elements required under Washington's Growth Management Act (the "GMA").

Documenting the statutory and District requirements are essential for the planning of capital facility improvements, expansions, and new construction. Such criteria can provide information needed in making major decisions. The information can be used to accomplish the following:

1. Demonstrate the need for capital facilities and the costs required to administer, plan, and construct them in the most cost effective manner;
2. Identify the annual budget necessary for District operations;
3. Identify available sources of revenue; and
4. Demonstrate the District's financial position in order to obtain better ratings on bond issues.

State law requires school districts to document their long-range construction and modernization needs within strict guidelines for State assistance in funding capital improvements. Moreover, the GMA requires counties of a certain size and the cities in these counties to prepare comprehensive plans. Such jurisdictions are required to develop a capital facilities plan as a component of these comprehensive plans. While the GMA does not specifically require school districts to adopt capital facilities plans, a district must prepare a capital facilities plan that is adopted as part of a city's or county's comprehensive plan in order to receive school impact fees under the GMA. This Capital Facilities Plan will be used to coordinate the District's long-range facility needs with the comprehensive planning process under the GMA for the City of Sedro-Woolley, the Town of Lyman, the Town of Hamilton, and Skagit County.

It is expected that this Capital Facilities Plan will be amended on a regular basis to take into account changes in the capital needs of the District and changing enrollment projections. The fee schedules will also be adjusted accordingly.

The District's 2006 permanent capacity was 4,066, and the full-time equivalent October 1 enrollment for 2006 was 4,185. Enrollment projections indicate that there will be 4,313 FTE students enrolled in the District in the fall of 2012 (see Section IV.A).

## II. STANDARD OF SERVICE

The District uses the following ratios of teachers-to-students to meet their education objectives for program planning:

Elementary (Preschool - grades 6th)	21
Middle School (grades 7th - 8th)	25
High School (grades 9th - 12th)	26

These ratios are used for determining educational program capacity in existing schools and for the planning of new school facilities.

At the elementary level, the educational program capacity can generally be determined by taking the number of elementary classrooms available District-wide and multiplying by the teacher-to-student ratio (21) for a total count of elementary student capacity.

At the middle school level, different variables are considered in order to calculate the practical capacity of the facility. These factors include the following: students move between classes four periods per day, teachers use their classes one period per day as teacher preparation time, and six core subjects are required each semester, including math, language arts, reading, science/health, social studies, and physical education.

The facility capacity for the high school takes into consideration that both teachers and students move between classes and that the course structure for the high school students has many variables. Required course work must be completed prior to graduation, but there is a great deal of flexibility as to when classes may be taken. The base requirements are as follows:

Each Semester Class = 1.0	Subject
3	English
1	Speech
3	Mathematics
1	Washington State History
1	United States History & Government
1	World History
1	Senior Social Studies/Contemporary World
3	Laboratory Science
1	Occupational Education
2	Physical Education
1	Health
1	Fine Arts
<u>12</u>	<u>Electives</u>
31	Total

Space needs in all school buildings, particularly at the middle and high school levels, include libraries, gymnasiums, areas for special programs and classes, teacher planning space, and other core facilities.

### III. INVENTORY OF EXISTING FACILITIES

The following chart summarizes the District's inventory of instructional facilities. The District currently has permanent capacity for 4,066 students.

#### Instructional Facilities

Facility	Square Footage	Location	Classrooms <sup>1</sup>	Student Capacity <sup>2</sup>
Sedro-Woolley High School	187,612 sq. ft.	1235 Third Street Sedro-Woolley, WA 98284	52(1)	1,325
Cascade Middle School	81,253 sq. ft.	201 North Township Sedro-Woolley, WA 98284	28(2)	625
Central Elementary	44,100 sq. ft.	601 Talcott Sedro-Woolley, WA 98284	19(1)	399
Evergreen Elementary	58,110 sq. ft.	1111 McGarigile Road Sedro-Woolley, WA 98284	26(1)	546
Mary Purcell Elementary	40,450 sq. ft.	700 Bennett Sedro-Woolley, WA 98284	15(5)	315
Clear Lake Elementary	31,510 sq. ft.	2167 Lake Avenue Clear Lake, WA 98235	9(4)	189
Big Lake Elementary	20,780 sq. ft.	1676 Highway 9 Mount Vernon, WA 98273	8(2)	168
Samish Elementary	23,775 sq. ft.	2195 Highway 9 Sedro-Woolley, WA 98284	11	231
Lyman Elementary	19,219 sq. ft.	Lyman Avenue Lyman, WA 98263	8(1)	168
State Street High School	7,000 sq. ft.	800 State Street Sedro-Woolley, WA 98284	4(1)	100
<b>TOTAL</b>	<b>513,809 sq. ft.</b>			<b>4,066</b>

<sup>1</sup> Portable facilities indicated in parenthesis.

<sup>2</sup> Capacity calculations are based on District Standards as identified in Section II above and do not include temporary capacity provided by portable facilities. Furthermore, the student capacity figures incorporate space needs at each school.

Administrative Facilities

Sedro-Woolley School  
Administrative Office

801 Trail Road  
Sedro-Woolley, WA 98284

Sedro-Woolley School District  
Office

2079 Cook Road  
Sedro-Woolley, WA 98284

Support Services Building

317 Yellow Lane  
Sedro-Woolley, WA 98284

Map of the District

#### IV. CAPITAL FACILITIES NEEDS

##### A. Enrollment Projections

The need for new school facilities is directly related to population and other demographic trends such as birth rate, housing, and employment trends. These demographic trends are an important tool in predicting the educational service needs of this community, and the location, size, and capacity of new school facilities.

Demographic information gathered by Skagit County in the GMA planning process indicates that population in the County is expected to increase significantly in the future. There has been and will continue to be an increase in the total number of households county-wide. Development data from Skagit County, the City of Sedro-Woolley, and the towns of Lyman and Hamilton indicates that there are currently numerous housing development projects either under construction, approved for building, or in the planning stages. In particular, when the current sewer moratorium in the City of Sedro-Woolley is lifted (tentatively scheduled for 2008), as many as 2,000 new homes could be developed. Current developments in the Nookachamps and Skagit Highlands areas are impacting growth in the Big Lake area. Additional school facilities will be needed to serve this increase in population.

The following chart sets forth the six-year enrollment projections based upon enrollment data from the Office of the Superintendent of Public Instruction (SPI). The SPI projections (considered a lagging indicator) are based upon a modified "cohort survival method" which uses historical enrollment data from the 5 previous years to forecast the number of students who will be attending school the following year. Notably, the cohort survival method does not consider enrollment increases based upon new development. As such, the enrollment projections should be considered conservative. The District has also reviewed enrollment projections based upon a demographic study prepared for the District.<sup>3</sup> The projections are based on factors including birth rates, population estimates, historical school enrollment figures, student migration, and planning/development information. The SPI enrollment estimates are conservative in light of current development projects planned within the District. For example, the SPI enrollment headcount enrollment projection for 2010 is 4,365 (4,209 FTE) while the enrollment projections based upon the demographic study for that same year is 4,757. The District will continue to closely monitor actual enrollment and development within the District. Future updates to the Capital Facilities Plan will include updated enrollment data.

##### Summary - District FTE Enrollment Projections: 2007-2012

Year	2006 <sup>4</sup>	2007	2008	2009	2010	2011	2012
Enrollment - District Projected	4,185	4,113	4,109	4,137	4,209	4,258	4,313

<sup>3</sup> John Fotheringham and Keith Bigelow (December 2004).

<sup>4</sup> Actual FTE enrollment (Source: OSPI, October 2006). See Appendix A.

**Sedro-Woolley School District  
Enrollment Projections by Grade Level<sup>5</sup>**

	2006 <sup>6</sup>	2007	2008	2009	2010	2011	2012
Kindergarten	279	299	302	306	310	313	317
Grade 1	306	307	329	332	337	341	344
Grade 2	321	297	298	320	323	327	331
Grade 3	310	328	304	305	327	331	335
Grade 4	317	318	336	312	313	335	339
Grade 5	300	320	321	339	315	316	338
Grade 6	304	304	324	325	344	319	320
<b>K-6 Head count</b>	<b>2,137</b>	<b>2,173</b>	<b>2,214</b>	<b>2,239</b>	<b>2,269</b>	<b>2,282</b>	<b>2,324</b>
Grade 7	320	314	314	335	336	356	330
Grade 8	328	324	318	318	339	340	361
<b>Grades 7-8 Head count</b>	<b>648</b>	<b>638</b>	<b>632</b>	<b>653</b>	<b>675</b>	<b>696</b>	<b>691</b>
Grade 9	362	403	398	391	391	417	418
Grade 10	386	342	381	376	369	369	394
Grade 11	374	341	302	336	332	326	326
Grade 12	492	365	333	295	328	324	318
<b>Grades 9-12 Head count</b>	<b>1,614</b>	<b>1,451</b>	<b>1,414</b>	<b>1,398</b>	<b>1,420</b>	<b>1,436</b>	<b>1,456</b>
<b>K-12 Head count</b>	<b>4,399</b>	<b>4,262</b>	<b>4,260</b>	<b>4,290</b>	<b>4,364</b>	<b>4,414</b>	<b>4,471</b>
<b>K-12 FTE</b>	<b>4,185<sup>7</sup></b>	<b>4,113</b>	<b>4,109</b>	<b>4,137</b>	<b>4,209</b>	<b>4,258</b>	<b>4,313</b>

Based upon this information, over the next six years, the District's enrollment is expected to increase significantly at the elementary level and moderately at the middle school level.

<sup>5</sup> Source: OSPI Report No. 1049

<sup>6</sup> Actual Headcount enrollment on October 1, 2006 (Source: OSPI). See Appendix A.

<sup>7</sup> Actual FTE enrollment on October 1, 2006 (Source: OSPI).

**B. Forecast of Future Needs**

The following is a summary of the District's capital facilities needs over the next six years. To adequately serve future student population, the District plans to construct a new middle school with a capacity of 700 students (75 more than the current 625 capacity Cascade Middle School) and classrooms at the Big Lake and Mary Purcell Elementary Schools. The Board will make final decisions regarding these capital projects over the next six years.

Name of Facility:	<b>New Middle School</b>
Project Description:	New school
Capacity	700
Year Needed (projected):	2011
Estimated Costs:	\$43,000,000 <sup>8</sup>

---

Name of Facility:	<b>Big Lake Elementary</b>
Project Description:	Addition of four new classrooms
Pre-Remodel Capacity:	168
Post-Remodel Capacity:	252
Year Needed (projected):	2011
Estimated Costs:	\$2,100,000

---

Name of Facility:	<b>Mary Purcell Elementary</b>
Project Description:	Addition of five new classrooms
Pre-Remodel Capacity:	315
Post-Remodel Capacity:	420
Year Needed (projected):	2012
Estimated Costs:	\$2,400,000

---

The District also plans to add portables at the elementary level and to modernize the existing Evergreen Elementary School.

---

<sup>8</sup> When the New Middle School is complete, the existing Cascade Middle School, with a capacity of 625 students) will close. The New Middle School will result in a net new capacity of 75 students (or 10.7% of the total project).

C. School Capacity Summary (includes new capacity projects planned for 2007-2012)

Based upon the District's enrollment forecast, standard of service, current inventory and capacity, and future planned classroom spaces<sup>9</sup>, the District's capacity summary over the six year planning horizon is as follows:

**Elementary School Surplus/Deficiency**

	2007	2008	2009	2010	2011	2012
Existing Capacity <sup>10</sup>	2,016	2,016	2,016	2,016	2,016	2,100
Added Capacity					84	105
Enrollment <sup>11</sup>	2,024	2,063	2,086	2,114	2,126	2,166
Surplus (Deficiency)	(8)	(47)	(70)	(98)	(26)	39

**Middle School Surplus/Deficiency**

	2007	2008	2009	2010	2011	2012
Existing Capacity	625	625	625	625	625	700
Added Capacity					75 <sup>12</sup>	
Enrollment	638	632	653	675	696	691
Surplus (Deficiency)	(13)	(7)	(28)	(50)	4	9

**High School Surplus/Deficiency**

	2007	2008	2009	2010	2011	2012
Existing Capacity	1,425	1,425	1,425	1,425	1,425	1,425
Added Capacity						
Enrollment	1,451	1,414	1,398	1,420	1,436	1,456
Surplus (Deficiency)	(26)	(11)	27	5	(11)	(31)

<sup>9</sup> These projects have not been fully funded.

<sup>10</sup> Does not include temporary (portable) capacity

<sup>11</sup> Based upon FTE enrollment – see Section IV.

<sup>12</sup> The existing Cascade Middle School will close and the New Middle School, with capacity to house an additional 75 students, will open.

**District-wide Surplus/Deficiency**

	2007	2008	2009	2010	2011	2012
Existing Capacity	4,066	4,066	4,066	4,066	4,066	4,225
Added Capacity					159	105
Enrollment	4,113	4,109	4,137	4,209	4,258	4,313
Surplus (Deficiency)	(47)	(43)	(71)	(143)	(33)	479

## V. FINANCING PLAN

The funding sources for the District's capital facilities needs, as identified above, include:

1. General obligation bonds;
2. GMA impact fees and mitigation payments; and
3. State matching funds on eligible projects.<sup>13</sup>

The District has not yet determined a date to submit a bond issue to the voters for approval to help fund the capital facilities projects identified above. These projects will be funded by bond proceeds when approved.

The following chart identifies the funding sources for the capital improvements described in this Capital Facilities Plan and identifies system improvements that are reasonably related to new development. It also identifies projects included in the Capital Facilities Plan that will serve new growth.

---

<sup>13</sup> The District is not currently eligible for State Matching funds for unhoused students at the elementary school level but is eligible for State Matching funds at the middle school level.

Six-Year Financing Plan

New Construction/ Additions Increasing Capacity <sup>14</sup>	Estimated Costs	State Match	Bond Funds	Mitigation and/or Impact Fees	Other	Capacity to Serve New Growth	Estimated Timeline
New Middle School	\$43,000,000 <sup>15</sup>	X	X	X		X	2011
Big Lake Elementary	\$2,100,000		X	X		X	2011
Mary Purcell Elementary	\$2,400,000		X	X		X	2012
Portables - Elementary	\$75,000 per classroom		X	X		X	2008-2012

---

NOTE: Impact fees may also be used on additional capital projects as permitted by law or may be used to reduce debt service on outstanding bonds.

---

<sup>14</sup> Includes only new capacity projects. The District also plans to modernize the existing Evergreen Elementary School during the six years of this planning period.

<sup>15</sup> The New Middle School will result in a net new capacity of 75 students (or 10.7% of the total project). For purposes of the impact fee calculation, the full project costs are used as the impact fee identifies a per student cost, which is the same whether the full project costs are used for a 700 student capacity facility or 10.7% (\$4,601,000) of the project costs are used for a 75 student capacity facility.

VI. IMPACT FEES

New developments built within the District will generate additional students, who will create the need for new school facilities. New growth should pay a part of the cost of the facilities needed to serve the growth.

The impact fee formula takes into account the cost of the capital improvements identified in this Capital Facilities Plan that are necessary as a result of new growth. It calculates the fiscal impact of each single-family or multi-family development in the District based on projected student generation rates for single family and multi-family dwelling units. These student generation rates were developed by a detailed survey of new housing conducted by a consultant. See Appendix B. The formula also takes into account the taxes that will be paid by these developments and the funds that could be provided at the local and state levels for the capital improvements. For information regarding the formula, see Appendix C.

School impact fees are authorized by the GMA, but must be adopted by the Skagit County Board of Commissioners for the District in order to apply to that portion of the District located in unincorporated Skagit County. The fees must be separately adopted by the Sedro-Woolley City Council and the Lyman Town Council in order to apply to developments located with those jurisdictions. The District will request the Town of Hamilton to consider implementation of a school impact fee ordinance.

SCHOOL IMPACT FEE SCHEDULES

Impact Fee per Single Family Dwelling Unit:	\$5,239
Impact Fee per Multi-Family Dwelling Unit:	\$5,254

APPENDIX A  
OSPI ENROLLMENT DATA

STATE OF WASHINGTON  
SUPERINTENDENT OF PUBLIC INSTRUCTION  
OLYMPIA

DETERMINATION OF PROJECTED ENROLLMENTS  
BY COHORT SURVIVAL KK LINEAR PROJECTION

SEDRO WOOLLEY	DISTRICT NO. 101	SKAGIT	COUNTY NO. 29	-----P R O J E C T E D E N R O L L M E N T S-----											
				2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
				----ACTUAL ENROLLMENTS ON OCTOBER FIRST----				AVER. % SURVIVAL							
KINDERGARTEN	270	278	283	307	298	279			299	302	306	310	313	317	
GRADE 1	300	303	320	307	342	306	109.98		307	329	332	337	341	344	
GRADE 2	296	305	292	316	292	321	97.15		297	298	320	323	327	331	
GRADE 3	288	318	303	292	312	310	102.33		328	304	305	327	331	335	
GRADE 4	319	301	338	297	298	317	102.49		318	336	312	313	335	339	
GRADE 5	348	341	306	323	296	300	100.89		320	321	339	315	316	338	
GRADE 6	323	357	353	309	313	304	101.33		304	324	325	344	319	320	
K-6 HEADCOUNT	2,144	2,203	2,195	2,151	2,151	2,137		2,173	2,214	2,239	2,269	2,282	2,324	2,324	
K-6 W/K @ 1/2	2,009	2,064	2,054	1,998	2,002	1,998		2,024	2,063	2,086	2,114	2,126	2,166	2,166	
GRADE 7	339	342	373	350	326	320	103.45		314	314	335	336	356	330	
GRADE 8	329	353	340	381	351	328	101.31		324	318	318	339	340	361	
7-8 HEADCOUNT	668	695	713	731	677	648		638	632	653	675	696	691	691	
GRADE 9	419	473	483	397	435	362	122.93		403	398	391	391	417	418	
GRADE 10	396	415	418	422	432	386	94.46		342	381	376	369	369	394	
GRADE 11	383	348	335	415	366	374	88.23		341	302	336	332	326	326	
GRADE 12	285	314	342	329	312	492	97.61		365	393	295	328	324	318	
9-12 HEADCOUNT	1,483	1,550	1,578	1,563	1,545	1,614		1,451	1,414	1,398	1,420	1,436	1,456	1,456	
K-12 HEADCOUNT	4,295	4,448	4,486	4,445	4,573	4,399		4,262	4,260	4,290	4,364	4,414	4,471	4,471	

**APPENDIX B**  
**STUDENT GENERATION RATES**

September 14, 2009

Sedro-Woolley School District  
 Student Generation Rates  
 2007

**SINGLE FAMILY**

	# of students	SGR
Elementary -- K through 6	283	0.244
Middle School -- 7 through 8	66	0.057
High School -- 9 through 12	116	0.100
Total	465	0.401

**MULTIPLE FAMILY**

	# of students	SGR
Elementary -- K through 6	26	0.248
Middle School -- 7 through 8	3	0.029
High School -- 9 through 12	9	0.086
Total	38	0.362

	SF	MF
Grade	#	#
K	23	4
1	57	8
2	50	1
3	33	2
4	43	5
5	31	5
6	46	1
7	33	1
8	33	2
9	31	3
10	34	3
11	32	2
12	19	1
Total	465	38
Total Units	1161	105

APPENDIX C  
SCHOOL IMPACT FEE CALCULATIONS

**SCHOOL IMPACT FEE CALCULATIONS**

DISTRICT Sedro-Woolley School District  
 YEAR 2007

**School Site Acquisition Cost:**

	Facility Acreage	Cost/ Acre	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	0.00	\$ -	189	0.244	0.248	\$0	\$0
Middle	0.00	\$ -	700	0.057	0.029	\$0	\$0
High	0.00	\$ -	1,325	0.100	0.086	\$0	\$0
						\$0	\$0

**School Construction Cost:**

((Facility Cost/Facility Capacity)xStudent Generation Factor)x(permanent/Total Sq Ft)

	%Perm/ Total Sq.Ft.	Facility Cost	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	97.53%	\$ 4,500,000	189	0.244	0.248	\$5,666	\$5,759
Middle	97.53%	\$ 43,000,000	700	0.057	0.029	\$3,415	\$1,737
High	97.53%	\$ -	625	0.100	0.086	\$0	\$0
						\$9,081	\$7,496

**Temporary Facility Cost:**

((Facility Cost/Facility Capacity)xStudent Generation Factor)x(Temporary/Total Square Feet)

	%Temp/ Total Sq.Ft.	Facility Cost	Facility Size	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	2.47%	\$75,000.00	21.00	0.244	0.248	\$22	\$22
Middle	2.47%	\$0.00	25.00	0.057	0.029	\$0	\$0
High	2.47%	\$0.00	30.00	0.100	0.086	\$0	\$0
						\$22	\$22

**State Matching Credit:**

Boeckh Index X SPI Square Footage X District Match % X Student Factor

	Boeckh Index	SPI Footage	District Match %	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	168.79	90.00	62.49%	0.244	0.248	\$0	\$0
Middle	168.70	117.00	62.49%	0.057	0.029	\$1,371	\$1,179
Sr. High	168.79	130.00	62.49%	0.100	0.086	\$0	\$0
						\$1,371	\$1,179

**Tax Payment Credit:**

	SFR	MFR
Average Assessed Value	\$183,372	\$89,160
Capital Bond Interest Rate	4.57	4.57
Net Present Value of Average Dwelling	\$838,010	\$407,461
Years Amortized	10.00	10.00
Property Tax Levy Rate	0.89	0.89
	\$746	\$363

Present Value of Revenue Stream

**Fee Summary:**

	Single Family	Multi- Family
Site Acquisition Costs	\$0	\$0
Permanent Facility Cost	\$9,081	\$7,496
Temporary Facility Cost	\$22	\$22
State Match Credit	(\$1,371)	(\$150)
Tax Payment Credit	(\$746)	(\$363)
FEE (AS CALCULATED)	\$6,985	\$7,006
FEE (DISCOUNT - 25%)	\$5,239	\$5,254

# **Exhibit B**

## 2.04

### DEFINITIONS

As used in this plan:

...

Mixed Commercial Development. Allows a compatible mix of retail commercial, office uses, general services, light manufacturing and residential development located at selected nodes. Design standards are included in the adopted Design Standards and Guidelines manual to emphasize building and site design components.

“Mobile home” means a single, portable manufactured housing unit, or a combination of two or more such units connected on-site, that is:

- a. Designed to be used for living, sleeping, sanitation, cooking, and eating purposes by one household only and containing independent kitchen, sanitary, and sleeping facilities; and
- b. Designed so that each housing unit can be transported on its own chassis; and
- c. Placed on a temporary or semi-permanent foundation; and
- d. Is over thirty-two (32) feet in length and over eight feet in width.

Multi-family Housing. As used in this plan, multi-family is all housing which is designed to accommodate more than one household.

“Overlay” is a special district that provides opportunities to accomplish specific zoning objectives that are not limited to but could include: higher density uses for residential and commercial development; provision of increased amounts of open space; and achieving other public policy goals.

“Policy” means the way in which programs and activities are conducted to achieve an identified goal.

“Public facilities” means facilities available for use by the general citizenry including streets, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, electrical power, parks and recreational facilities, and schools.

“Public services” means services which are publicly available including fire protection, law enforcement, public health, education, recreation, environmental protection and other governmental services.

Single-Family Housing. As used in this plan, a single-family unit is a detached housing unit designed for occupancy by not more than one household.

“State Environmental Policy Act (SEPA)” means a state law intended to minimize environmental damage caused by proposed public and private actions. SEPA requires that state agencies and local jurisdictions consider environmental factors when making decisions on activities such as development proposals as well as planning actions. As part of this process, environmental review documents are prepared and opportunities for public comment are provided. (RCW 43.21C; WAC 197-11)

Streets, Local Access. Local access streets serve low intensity traffic generators, most typically single-family residences.

“Special district” is a land use designation that indicates a special zoning classification to accomplish specific zoning objectives.

“Sub-flood control zone” means a zone created to improve and maintain the capacity of Brickyard Creek, a flood-prone area, and in which all new development is subject to review by the Skagit County public works department in order to determine potential adverse impacts.

“Urban governmental services” means those governmental services historically and typically delivered by cities, and includes storm and sanitary sewer systems, domestic water systems, street cleaning services, fire and police protection services, public transit services, and other public utilities associated with urban areas and normally not associated with non-urban areas.

“Urban growth” means growth that makes intensive use of land for the location of buildings, structures, and impermeable surfaces to such a degree as to conflict with the primary use of such land for agriculture, forestry, or mineral extraction of long-term commercial significance. When spread over wide areas, urban growth typically requires urban governmental services.

“Urban growth area (UGA)” means the designated area around and including recognized municipalities within which residential and commercial growth is focused (over the next twenty (20) years), the greatest densities are allowed, and high levels of service are to be developed and maintained to adequately support population densities and growth.

“Urban Village Mixed Use” is a land use designation intended to provide for higher density residential and commercial development in a designated geographic area, providing the benefits of mixed-use development, open space, quality development design and efficiency of land use.

“Wetland” means areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from non-wetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities. However, wetlands may include those artificial wetlands intentionally created from non-wetland areas to mitigate conversion of wetlands, if permitted by the county or city.

“Zoning” means a technique of land use control by which specific geographic areas are designated by ordinance (text and map), and regulated as to the types of uses, and development standards that are allowed.

(Ord. 1524-05, § 2 (Exh. C)(part))

...

## LAND USE GOALS AND POLICIES

...

### **Goal LU6: To provide clear review and approval processes for land use actions.**

Policy LU6.1: Adopt a future land-use map as a part of this comprehensive plan as a guide for development of zoning regulations.

Policy LU6.2: The following categories shall be used on the future land use map. Permitted uses will be refined in the development regulations which shall accompany the comprehensive plan.

**CBD:** Central Business District. Allows all forms of commerce which are geared to the centralized provision of goods and services within easy walking distance. Commercial retail and office uses are allowed on the first floor, and retail compatible uses on the second floor. In addition, multifamily housing located above the first floor or at the rear of a commercial and/or retail occupancy is allowed.

**MC:** Mixed Commercial. Allows a compatible mix of commercial and residential development with standards intended to present an attractive and welcoming appearance to visitors at the entrances to the city and at selected nodes along major roads.

**I:** Industrial. Allows office parks, wholesaling, manufacturing, live/work units, and limited retail and services.

**R-15:** Residential (15). Allows multi-plex developments of up to eight units per building, to a maximum density of fifteen (15) dwelling units per acre.

**R-7:** Residential (7). Allows single lot developments to a maximum density of seven units per acre, with a minimum lot size of six thousand (6,000) square feet. Allows duplexes on appropriately sized lots (mini-

mum duplex lot size of nine thousand (9,000) square feet). Allows planned residential developments (PRDs) with varying residential densities as a conditional use.

**R-5:** Residential (5). Allows single lot developments to a maximum density of five units per acre, with a minimum lot size of eight thousand four hundred (8,400) square feet. Allows planned residential developments (PRDs) with varying residential densities as conditional uses.

**P:** Public Facilities. Allows parks, schools, public infrastructure and other developments intended primarily for public use.

**OS:** Open Space. Land which may not be residentially developed. Includes identified sensitive and critical areas. Agriculture and recreational uses shall remain a permitted use in open space areas under the provisions established for sensitive or critical areas.

**S:** Special Districts provide opportunity for land use designations to accomplish specific public policy goals that include overlay zones and other zoning approaches, including:

**Urban Village Mixed-Use overlay zone.** An overlay zone, in a specific geographic area, that allows for and encourages higher density residential and commercial development in a mixed-use development. This overlay zone will encourage higher concentration of development allowing for open space, efficient use of land and a more urbanized environment.

Policy LU6.3: Establish a concurrency review procedure. The developer shall be responsible for providing information on impacts the proposed development will have on public services. The city shall be responsible for determining if adequate public facilities can be provided to the development within the confines of the current Capital Facilities Plan.

Policy LU6.4: Develop and implement design review procedures for all land use zones. Residents and property owners in the affected designation areas shall be involved in this process, to the extent possible.

Policy LU6.5: Develop and implement a local historic and cultural preservation procedure.

Policy LU6.6: Encourage community involvement and participation in the land use decision making process, and provide understandable information and notices to affected residents and the press, to enable meaningful involvement and participation.

Policy LU6.7: The city should develop a Transfer of Development Rights (TDR) program to preserve open space and respect private property rights.

# **Exhibit C**

## **Chapter 6**

### **PARKS AND RECREATION ELEMENT**

- 6.04 Introduction**
- 6.08 Existing Parks Location and Inventory of Uses**
- 6.12 Projected Population/Land Use/Park Provision Within the City and its Urban Growth Area**
- 6.16 Goals and Policies**
- 6.20 Linkages to County Parks Planning and to Urban Growth Area Interlocal Agreements with Skagit County**
- 6.24 Action Program**
- 6.28 Goals and Policies**

...

**Appendix A**

**PARKS IMPACT FEE CALCULATIONS**

<b>Additional Acres Needed</b>	<b>Improvements Needed</b>	<b>Existing Units</b>	<b>Projected Units (2005-2025)</b>	<b>Cost Per Unit</b>
85 acres new	Ballfields	4,422 units	1,347 new units	\$1,954.00
	Trails Play equipment Climbing wall Recreation Water features	X 2.6 persons per unit = 11,497 estimated population in city and UGA	15,000 total population projected for city and UGA	
\$393,100.00				
\$120,500.00				
\$127,500.00				
\$89,700.00				
\$189,000.00				
\$958,400.00				
\$165,000.00				
\$73,900.00				
\$43,100.00				
\$114,300.00				
\$158,100.00				
\$200,000				
Total: \$2,632,600.00				

The city elects to fund less than the full amount through parks impact fees, but will actively seek grant funds to fund the shortfall. Additional costs to fund the shortfall from impact fees should be through grant funds, by private donations to this city park funds, and through the general fund.

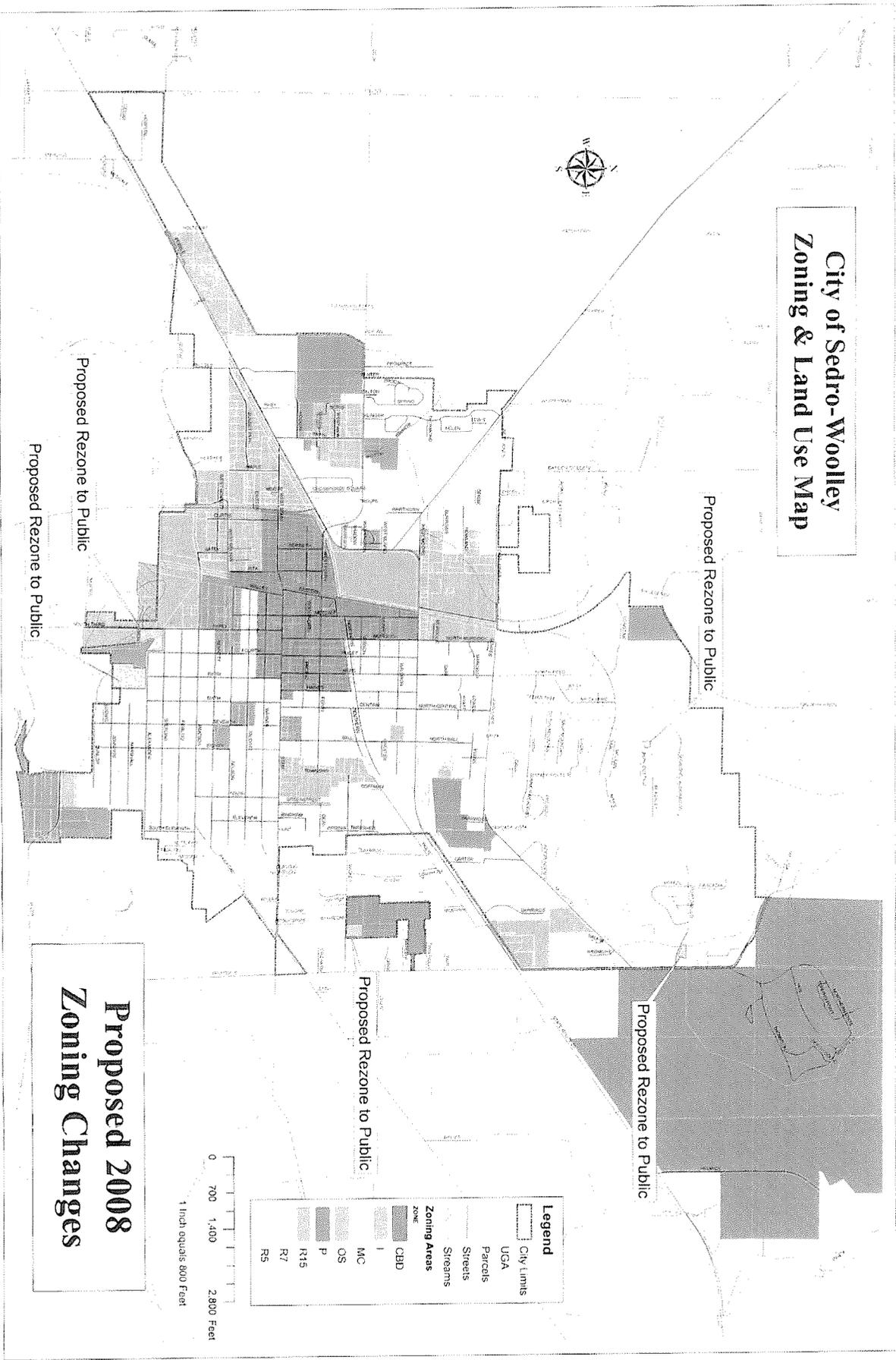
New units projected by 2025: 1,347 times \$1,000 per unit = \$1,347,000.00

Parks Impact Fee per unit: ~~\$1,000.00~~ \$1,954

(Ord. 1524-05 § 4 (Exh. D)(Appx. A))

# **Exhibit D**

# City of Sedro-Woolley Zoning & Land Use Map



Proposed Rezone to Public

## Proposed 2008 Zoning Changes

Legend	
[Dashed Line]	City Limits
[Dotted Line]	UGA
[Thin Solid Line]	Parcels
[Thick Solid Line]	Streets
[Wavy Line]	Streams
Zoning Areas	
[Dark Gray Box]	CBD
[Light Gray Box]	I
[Medium Gray Box]	MC
[Light Gray Box]	OS
[Medium Gray Box]	P
[Light Gray Box]	R15
[Medium Gray Box]	R7
[Light Gray Box]	R5



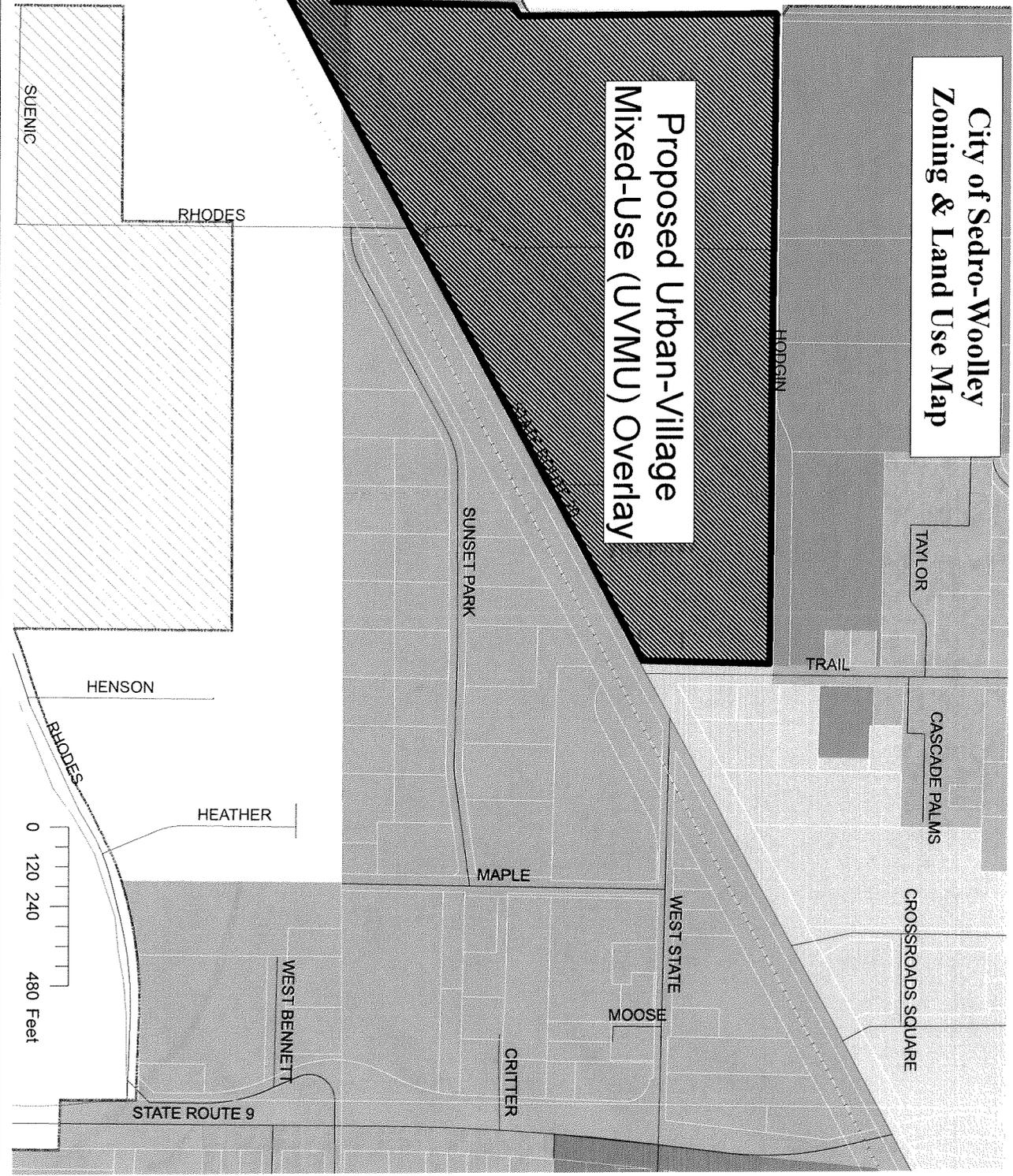
# City of Sedro-Woolley Zoning & Land Use Map

**Legend**

- New Limits
- 2008 UGA
- Parcels
- Streets
- Streams
- Zoning Areas
- Zoning Areas Zone
- CBD
- I
- MC
- OS
- P
- R15
- R7
- R5



**Proposed Urban-Village  
Mixed-Use (UVMU) Overlay**



## **Ordinance 2 of 2**

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON ADOPTING AMENDMENTS TO THE SEDRO-WOOLLEY MUNICIPAL CODE AS REVIEWED AS PART OF THE 2008 COMPREHENSIVE PLAN DOCKET TO REVISE AND INCORPORATE UPDATED IMPACT FEES IN CHAPTERS 15.60 AND 15.64.**

**WHEREAS**, applications for amendments to the Sedro-Woolley Comprehensive Plan were received by the published deadline of January 31, 2008; and

**WHEREAS**, the City of Sedro-Woolley established an on-going public participation process in 2008 in accordance with RCW 36.70A.130(2) including the regular Planning Commission meetings, joint City Council and Planning Commission workshop(s), and Public Meetings to discuss proposed changes to the Comprehensive Plan; and

**WHEREAS**, public hearings were conducted before the Sedro-Woolley Planning Commission on various dates; and

**WHEREAS**, environmental review of the updated Comprehensive Plan has been completed and a Determination of Non-Significance was issued Wednesday, November 26, 2008, and that document is adopted by reference; and

**WHEREAS**, the proposed amendments to the Comprehensive Plan have been submitted to the Washington State Department of Community, Trade and Economic Development (CTED) and the required 60-day review period has passed; and

**WHEREAS**, the Planning Commission has reviewed the proposed amendments to the Comprehensive Plan as contained in this ordinance and made a recommendation to adopt said amendments to the Comprehensive Plan;

**WHEREAS**, the Growth Management Act gives authority to Sedro-Woolley to update its Comprehensive Plan once per year in such a manner that all proposed amendments are considered by the governing body concurrently such that the governing body may evaluate their cumulative effect; and

**WHEREAS**, the City Council has, on this date, approved an ordinance adopting the amendments to the Comprehensive Plan;

**WHEREAS**, the City Council further desires to modify the Sedro-Woolley Municipal Code to enact the changes to the Comprehensive Plan affecting Chapters 15.60 and 15.64 of the Sedro-Woolley Municipal Code;

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES ORDAIN AS FOLLOWS:**

**Section 1.** Chapter 15.60 of the Sedro-Woolley Municipal Code, *Impact Fees for Planned Facilities*, is hereby altered to read as shown in the attached Exhibit A, which is adopted by reference.

**Section 2.** Chapter 15.64 of the Sedro-Woolley Municipal Code, *Impact Fees for School Facilities*, is hereby altered to read as shown in the attached Exhibit B, which is adopted by reference.

**Section 3.** This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

**Section 4.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 10th day of December, 2008, and signed in authentication of its passage this 11<sup>th</sup> day of December, 2008.

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Patsy Nelson, Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Eron Berg, City Attorney

Published \_\_\_\_\_

# **Exhibit A**

**Proposed amendments to Ch 15.60 SWMC**

**15.60.070 Park impact fee and establishment of service area.**

A. Subject to the provisions of SWMC Section 15.60.080, the parks impact fee assessed pursuant to this chapter shall be set forth on attachment B, for each equivalent single-family residential dwelling unit, whether a single-family structure, a unit in a multifamily structure, a mobile or manufactured home on an individual lot or in a mobile home park, a detached relative cottage, or

other dwelling unit, subject to the provisions in this chapter.

B. The impact fee set out in subsection A of this section shall be updated annually at a rate adjusted in accordance with the engineering news record (ENR) Construction Cost Index for the Seattle area, using a June-June annual measure to establish revised fee schedules effective July 1st of the current year.

C. For the purpose of this chapter, the entire city shall be considered one service area. (Ord. 1555-06 § 1 (part), 2006)

**Attachment B—Schedule of Park Impact Fees**

**Parks Impact Fee Calculations**

<b>Additional acres needed</b>	<b>Improvements needed</b>	<b>Existing units</b>	<b>Projected units (2005-2025)</b>	<b>Cost per unit</b>
85 acres new	Ballfields	4,422 units	1,347 new units	\$1,954.00
	Trails			
\$393,100	Play equipment	X 2.6 persons per unit = 11,497 estimated population in City and UGA.	15,000 total population projected for City and UGA.	
120,500	Climbing wall			
127,500	Recreation			
89,700	Water features			
189,000				
958,400				
165,000				
73,900				
43,100				
114,300				
158,100				
200,000				
Total:				
\$2,632,600.00				

~~The city elects to fund less than the full amount through parks impact fees, but will actively seek grant funds to fund the shortfall. Additional costs to fund the shortfall from impact fees should be through grant funds, by private donations to this city park funds, and through the general fund.~~

New units projected by 2025: one thousand three hundred forty-seven times one thousand dollars per unit equals one million three hundred forty-seven thousand five hundred dollars.

Parks impact fee per unit: ~~one thousand dollars~~ one thousand nine hundred ninety-four dollars.

**15.60.080 Calculation of park impact fees.**

A. The director shall calculate the parks impact fees as set forth in SWMC Section 15.60.070, subject to the provisions of this chapter.

B. In determining the proportionate share, the method of calculating impact fees shall incorporate, among other things, the following:

1. The cost of public parks necessitated by new development;
2. An adjustment to the cost of the public parks for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or proratable to the particular system improvement;
3. The availability of other means of funding public parks improvements;
4. The cost of existing public parks improvements; and
5. The methods by which public parks improvements were financed.

C. A credit, not to exceed the impact fee otherwise payable, shall be provided for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the parks plan and that are required by the city as a condition of approving the development activity. The determination of "value" shall be consistent with the assumptions and methodology used by the city in estimating the capital improvement costs.

D. The director may adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances in specific cases to ensure that impact fees are imposed fairly.

E. The amount of fee to be imposed on a particular development may be adjusted by the director giving consideration to studies and other data available to the director or submitted by the developer demonstrating to the satisfaction of the director that an adjustment should be made in order to carry out the purposes of this chapter.

F. The impact fee shall provide for system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed improvements; provided, that such fees shall not be imposed to make up for any system improvement deficiencies. (Ord. 1555-06 § 1 (part), 2006)

# **Exhibit B**

**The following reflects the proposed changes to Appendix A of Chapter 15.64 of the Sedro-Woolley Municipal Code (SWMC). Appendix A is referenced in SWMC 15.64.130, but no changes to 15.64.130 are not proposed.**

### **Appendix A**

A. Single Family Units: ~~Two thousand and ten dollars~~Five thousand two hundred and thirty-nine dollars per single-family residential unit or mobile or manufactured home (whether on a single lot, condominium unit or mobile park)

B. Multifamily Units: ~~One thousand five hundred ninety five dollars~~Five thousand two hundred and fifty-four dollars per residential unit in a multifamily structure

Note: detached, single housing units shall be considered single-family residential units, without regard to the form of ownership, including condominium ownership.

COMMITTEE  
REPORTS  
AND  
REPORTS  
FROM  
OFFICERS