

Next Ord: 1729-12
Next Res: 858-12

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

January 11, 2012

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent CalendarPages 1-98

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
 - b. Finance
 - Claim Checks #73549 to #73617 in the amount of \$140,953.68.
 - Claim Checks #73618 to #73630 in the amount of \$36,860.35.
 - Payroll Checks #52065 to #52173 in the amount of \$255,631.71.
 - c. Misc. Annual Contracts/Agreements
 1. EDASC
 2. Skagit County Community Action
 3. Skagit County Domestic Violence
 4. Skagit Community Network/Volunteers of America
 5. Loggerodeo
 6. Chamber of Commerce
 7. Sedro-Woolley Riding Club
 8. Sedro-Woolley Farmers Market
 9. Sedro-Woolley Museum
 10. Sedro-Woolley Rotary (Concert Series)
 - d. Council Committee Assignments 2012
 - e. Amendment #1 to Professional Services Agreement No. 2011-PS-06 - Ecotone Solutions LLC
 - f. Resolution 857-12 - CUES Camera, Tracker and Bumper Replacement
 - g. MacDonald-Miller Facility Solutions - Preliminary Audit Agreement
 - h. Interlocal Agreements for Library Services - City of Anacortes, City of Burlington, City of Mount Vernon
 - i. Request for Out of State Travel - Sedro-Woolley Public Library
4. Sedro-Woolley School District Levy Presentation

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

UNFINISHED BUSINESS

6 Revisions to Design Standards and Municipal Code requirements for the Mixed Commercial Zone
(2nd reading)Pages 101-144

NEW BUSINESS

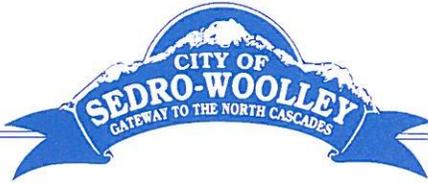
7. Appointment of Mayor Pro TemPage 145

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

There may be an Executive Session immediately preceding, during or following the meeting.

JAN 11 2012

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 1-3



DATE: January 11, 2012
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 January 11, 2012 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

Ward 1 Councilmember Kevin Loy
 Ward 2 Councilmember Tony Splane
 Ward 3 Councilmember Thomas Storrs
 Ward 4 Councilmember Keith Wagoner
 Ward 5 Councilmember Hugh Galbraith
 Ward 6 Councilmember Rick Lemley
 At-Large Councilmember Brett Sandström

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.

JAN 11 2012

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 32

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
December 28, 2011 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiburger, Planner Moore, Asst. Fire Chief Olson and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Checks #73487 to #73548 in the amount of \$130,497.44.
 - Payroll Checks #51956 to #52064 in the amount of \$185,552.46.
- Resolution 855-11 – Declaring Certain Property as Surplus and Authorizing its Disposition
- Resolution 856-11 – Interfund Loan
- Ordinance 1725-11 – concerning the Salaries for Members of the City Council
- Interlocal Correction/Detention Agreement with the City of Wapato

Councilmember Storrs moved to approve the consent calendar Items A through F. Seconded by Councilmember Lemley. Motion carried (7-0).

Swearing-in of Newly Elected Officials

Mayor Anderson administered the Oath of Office to Councilmembers Kevin Loy, Keith Wagoner and Hugh Galbraith.

Public Comment

Myra Martin – 708 Brickyard Blvd. addressed the Council regarding the numerous petty thefts going on within town and in particular her neighborhood. She questioned what the normal citizen can do to help.

Some suggestions were motion sensor lighting, being observant, lights on, talking to neighbors and video surveillance cameras.

Martin questioned the number of officers in Sedro-Woolley (14 full time paid and 4 reserve officers) followed by a discussion on the Senior Crime Watch and block parties.

NEW BUSINESS

Mobile Vendors – Ordinance Revision

City Supervisor/Attorney Berg again reviewed questions that have come up regarding the Mobile Vendor ordinance, specifically lunch trucks as well as the true mobile vendor who stays stationary in one spot. He reviewed examples of the proposed changes.

Discussion ensued regarding wording of “invitation by property owner”, general public capturing under existing language, public right of way mobile vending and mobile vending at youth sporting events.

Councilmember Wagoner moved to approve Ordinance No. 1726-11 An Ordinance Amending SWMC 5.04.010, Exempting Certain Mobile Vending Businesses and Open Air Vending Businesses from Specialty Business License Fees. Seconded by Councilmember Lemley. Motion carried (6-1, Councilmember Loy opposed).

Mayor Anderson noted an addition to the agenda, *Moratorium Regarding Medical Marijuana*.

Revisions to Design Standards and Municipal Code Requirements for the Mixed Commercial Zone

Planner Moore reviewed the proposed ordinance outlining revisions to the Sedro-Woolley Design Standards and Guidelines. He noted it is a first read of the ordinance.

Discussion ensued regarding parking requirements with Moore noting the Planning Commission is currently working on reviewing the parking requirements on the Urban Village code and may want to incorporate some of the concepts into the Mixed Commercial Zone. Elimination of the maximum setback requirements was also discussed.

Planner Moore reviewed Section 2 of the ordinance “Standard and Guidelines for All Development”. He addressed specific standards for the mixed commercial zone.

Further discussion ensued regarding bicycle parking, roof top equipment, and difficulty viewing buildings when up against the road.

Ordinance – 2011 Budget Amendment #3

Finance Director Nelson reviewed Budget amendment #3 for the year end of 2011. She noted the amendments are necessary due to grant funding from Skagit County and Soroptimist donations, as well as some miscellaneous housekeeping items which are detailed in the memo.

Councilmember Storrs moved to adopt Ordinance No. 1727-11 An Ordinance Amending Ordinance 1688-10 entitled an Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2011. Councilmember Wagoner seconded. Motion carried (7-0).

Moratorium regarding Medical Marijuana (*addition*)

City Supervisor/Attorney Berg reviewed the background information of Ordinance No. 1705-11 which was adopted in April 2011, pending legislation in draft form that would have allowed for Medical Marijuana Dispensaries. The Governor vetoed much of the legislation and the ordinance lapsed. Berg noted there are continued uncertainties, specifically with collective gardens. He detailed state law regarding cannabis plants and addressed conflicts with the City zoning code.

The previous ordinance was revised to include cultivation and collective gardening. It would place a 6 month moratorium and would require the Planning Department to construct a model ordinance. A required public hearing would be held within 60 days in line with regulations for emergency ordinances. The ordinance will not affect any existing applications but would affect any future applications. The moratorium is intended to keep status quo while going through the process.

Discussion ensued regarding federal law pre-empting state law, upcoming legislation and extension of moratoriums.

Councilmember Galbraith moved to approve Ordinance No. 1728-11 An Interim Ordinance of the City of Sedro-Woolley, Washington, Adopting a Moratorium on the Processing or Accepting of Applications, Permits or Licensing and Establishment for any Building or Land Use Activity Involving Medical Marijuana or the Establishment of Collective Gardens, Providing for a Public Hearing, Establishing an Effective Date and Providing that the Moratorium, Unless Extended, Will Sunset Within Six (6) Months of the Date of Adoption. Councilmember Storrs seconded. Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Engineer Freiberger – presented a late request for authorization for the Mayor to execute an authorization letter with PSE/Intolight for design and installation of lights for the SR20, Metcalf to Township Lane Widening and Bicycle/Pedestrian Improvements Projects. He noted the actual cost of \$13,961.57 is under the amount budgeted.

Councilmember Sandström moved to authorize the Mayor to execute the attached Schedule 53 Street Light Authorization Letter with PSE/Intolight in the amount of \$13,961.57 for the installation of new Street Lights on SR20. Seconded by Councilmember Splane. Motion carried (7-0).

Engineer Freiberger presented a brief report on the project. He noted the project has been shut down for the holidays, but will start up again the following week in order to

complete the sidewalk ramps, landscaping and striping. Freiberger did note the striping is weather dependant. The project will then be suspended and the Contractors will come back mid-February to install the signals.

Freiberger also reported on a meeting with Alex Ruby who is looking to do an Eagle Scout project of some landscaping around the trestle. A rendering of his plan will be brought back for Council review. He also noted the Engineering Department has been very busy putting out for bid the annual public works contracts which will be brought to Council for approval at the second meeting in January.

Engineer Freiberger reported on the confirmation of grant funding for the design of the SR20 Cook Road Project in the amount of \$625,000. The design is scheduled to start after the first of the year and will be done in-house. The project will be an attractive project to be funded through TIB. He also reported on the extension of the Ecology Capacity Grant in the amount of \$50,000 for Stormwater quality improvements.

Councilmember Galbraith – questioned the drainage ditches along Highway 20.

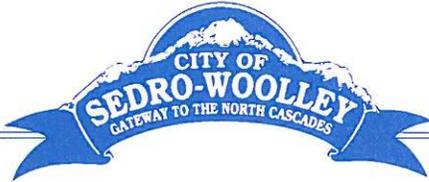
Councilmember Lemley – wished everyone a Happy New Year.

Councilmember Galbraith moved to adjourn. Seconded by all. Motion carried (7-0).

The meeting adjourned at 8:05 P.M.

JAN 11 2012

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



DATE: January 11, 2012
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending January 11, 2012.

Motion to approve Claim Checks #73549 to #73617 in the amount of \$140,953.68 and Claim Checks #73618 to #73630 in the amount of \$36,860.35.

Motion to approve Payroll Checks #52065 to #52173 in the amount of \$255,631.71.

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

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/31/2011 (Printed 01/05/2012 14:12)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73549	ALPINE FIRE & SAFETY	REPAIR/MT-SENIOR CENTER	PK	37.87
		WARRANT TOTAL		37.87
73550	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	ST	6.74
		MISC-LAUNDRY	ST	12.12
		LAUNDRY	SWR	7.51
		LAUNDRY	SWR	26.36
		WARRANT TOTAL		63.93
73551	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	97.29
		AUTO FUEL	PD	76.39
		AUTO FUEL	PD	1,486.74
		AUTO FUEL/DIESEL	FD	700.52
		AUTO FUEL/DIESEL	PK	38.28
		AUTO FUEL/DIESEL	ST	158.46
		AUTO FUEL/DIESEL	ST	120.52
		AUTO FUEL/DIESEL	ST	201.08
		MAINT OF GENERAL EQUIP	SWR	104.08
		AUTO FUEL/DIESEL	SWR	64.50
		AUTO FUEL/DIESEL	SWR	120.90
		AUTO FUEL/DIESEL	SAN	1,466.26
		AUTO FUEL/DIESEL	SWTR	378.19
		WARRANT TOTAL		5,013.21
73552	BARNETT IMPLEMENT CO. INC	REPAIR/MAINT-EQUIP & BLDG	CEM	123.83
		WARRANT TOTAL		123.83
73553	BEITLER, HAROLD	RETIRED MEDICAL	PD	366.00
		WARRANT TOTAL		366.00
73554	BROWN & COLE STORES	OPERATING SUPPLIES	FD	6.47
		WARRANT TOTAL		6.47
73555	COLEMAN, JOHN	EMPLOYEE WELLNESS	PLN	28.95
		EMPLOYEE WELLNESS	PLN	24.45
		WARRANT TOTAL		53.40
73556	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	148.61
		SUPPLIES/BOOKS	PLN	7.03
		SUPPLIES	ENG	7.03
		OFFICE/OPERATING SUPPLIES	PD	49.76
		OFFICE/OPERATING SUPPLIES	PD	29.18
		OFF/OPER SUPPS & BOOKS	INSP	7.03
		WARRANT TOTAL		248.64
73557	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	14.30
		WARRANT TOTAL		14.30
73558	HSBC BUSINESS SOLUTIONS	EMPLOYEE WELLNESS	EYE	59.45
		WARRANT TOTAL		59.45

CITY OF SEDRO-WOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73559	DAY WIRELESS SYSTEMS INC	PROFESSIONAL SERVICES	JUD	400.34
		WARRANT TOTAL		400.34
73560	E & E LUMBER	OFFICE/OPERATING SUPPLIES	PD	7.57
		MACHINERY & EQUIPMENT	PD	30.95
		OPERATING SUPPLIES	FD	20.03
		OPERATING SUP - RIVERFRONT	PK	11.19
		OPERATING SUP - COMM CENTER	PK	64.90
		REPAIRS/MT-RIVERFRONT	PK	8.74
		REPAIR/MT-SENIOR CENTER	PK	16.39
		AUTO FUEL/DIESEL	ST	13.59
		OPERATING SUPPLIES	SAN	32.77
		WARRANT TOTAL		206.13
73561	ECO-3	MISC-TUITION/REGISTRATION	SWR	200.00
		WARRANT TOTAL		200.00
73562	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	EXE	36.23
		WARRANT TOTAL		36.23
73563	FEDERAL CERTIFIED HEARING	PROF SERVICE-MEDICAL EXAMS	FD	20.00
		PROF SERVICE-MEDICAL EXAMS	FD	20.00
		WARRANT TOTAL		40.00
73564	FEI-SEATTLE WW #1539	MAINTENANCE OF LINES	SWR	706.01
		WARRANT TOTAL		706.01
73565	GALE GROUP	WA LIB SYSTEM	LIB	2,121.06
		WARRANT TOTAL		2,121.06
73566	GRAINGER PARTS	MAINTENANCE OF LINES	SWR	368.42
		MAINT OF GENERAL EQUIP	SWR	346.78
		WARRANT TOTAL		715.20
73567	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
73568	HACH COMPANY	OPERATING SUPPLIES	SWR	244.66
		OPERATING SUPPLIES	SWR	80.26
		WARRANT TOTAL		324.92
73569	HARRIS, JASON	OFFICE/OPERATING SUPPLIES	PD	29.19
		REPAIR & MAINT - AUTO	PD	22.25
		WARRANT TOTAL		51.44
73570	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		WARRANT TOTAL		75.00
73571	HR DIRECT	OPERATING SUPPLIES	SWR	59.58
		WARRANT TOTAL		59.58
73572	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	132.00

CITY OF SEDRO-WOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		132.00
73573	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	18.73
		REPAIRS/MAINT-EQUIP	FD	18.73
		WARRANT TOTAL		37.46
73574	JOYS BAKERY & CAFE	EMPLOYEE RECOGNITION	EXE	643.73
		WARRANT TOTAL		643.73
73575	KCDA PURCHASING COOPERATIVE	SUPPLIES	FIN	186.45
		WARRANT TOTAL		186.45
73576	KROESEN'S INC.	UNIFORMS	FD	334.23
		WARRANT TOTAL		334.23
73577	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	232.00
		WARRANT TOTAL		232.00
73578	LAZARON, JOANN	EMPLOYEE WELLNESS	PLN	60.00
		EMPLOYEE WELLNESS	ENG	60.00
		EMPLOYEE WELLNESS	INSP	60.00
		WARRANT TOTAL		180.00
73579	LARGEN, DONALD B. AICP	PROF SERVICES REIMBURSABLE	PLN	952.00
		WARRANT TOTAL		952.00
73580	LITTLE.US.COM	REPAIR/MAINTENANCE-EQUIP	ST	1,082.44
		WARRANT TOTAL		1,082.44
73581	LOGGERS AND CONTRACTORS	MAINTENANCE OF LINES	SWR	168.20
		WARRANT TOTAL		168.20
73582	MIKE HAWKINGS TRUCKING, LLC	OPERATING SUPPLIES	ST	250.00
		WARRANT TOTAL		250.00
73583	MT. BAKER OVERHEAD	REPAIR/MAINTENANCE-EQUIP	ST	135.25
		WARRANT TOTAL		135.25
73584	NELSON, PATSY	EMPLOYEE WELLNESS	FIN	90.00
		WARRANT TOTAL		90.00
73585	NESHEIM, TERESA	EMPLOYEE WELLNESS	FIN	60.00
		WARRANT TOTAL		60.00
73586	NORDIC TEMPERATURE CONTROL INC	SOLID WASTE DISPOSAL	SAN	403.05
		WARRANT TOTAL		403.05
73587	NORTH COAST ELECTRIC CO.	MAINTENANCE CONTRACTS	SWR	1,362.82
		WARRANT TOTAL		1,362.82
73588	OASYS	SUPPLIES/BOOKS	PLN	31.32
		SUPPLIES	ENG	31.31

CITY OF SEDRO-WOOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OFF/OPER SUPPS & BOOKS	INSP	31.32
		WARRANT TOTAL		93.95
73589	PUBLIC SAFETY TESTING	PROFESSIONAL SERVICES	CIV	200.00
		WARRANT TOTAL		200.00
73590	QUICK LANE TIRE & AUTO CENTER	REPAIR & MAINT - AUTO	PD	129.94
		WARRANT TOTAL		129.94
73591	REICHHARDT & EBE ENG, INC	CONST-SR20 WIDENING		75,282.42
		CONST-SR20 WIDENING PUD		2,600.28
		CONST-SR20 WIDENING SK COUNTY		1,617.00
		WARRANT TOTAL		79,499.70
73592	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	443.01
		WARRANT TOTAL		443.01
73593	SEDRO-WOOLLEY AUTO PARTS	REPAIR/MT-SMALL TOOLS EQUIP	PK	2.86
		SMALL TOOLS/MINOR EQUIP	ST	2.86
		SMALL TOOLS/MINOR EQUIP	ST	10.55
		SMALL TOOLS/MINOR EQUIP	ST	8.42
		REPAIR/MAINTENANCE-EQUIP	ST	157.43
		REPAIR/MAINTENANCE-EQUIP	ST	9.53
		OPERATING SUPPLIES	SWR	68.17
		OPERATING SUPPLIES	SAN	70.70
		OPERATING SUPPLIES	SAN	5.40
		WARRANT TOTAL		335.92
73594	SEDRO-WOOLLEY ROTARY CLUB	S-W ROTARY CONCERT SERIES	HOT	3,000.00
		WARRANT TOTAL		3,000.00
73595	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	10,832.50
		WARRANT TOTAL		10,832.50
73596	SIGNATURE FORMS INC.	SUPPLIES	FIN	602.74
		WARRANT TOTAL		602.74
73597	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	1,875.52
		MISC-FILING FEES/LIEN EXP	SAN	662.40
		OPERATING SUPPLIES	SWTR	172.87
		WARRANT TOTAL		2,710.79
73598	SKAGIT COUNTY SHERIFF	PRISONERS	PD	9,468.91
		PRISONERS	PD	2,862.56
		WARRANT TOTAL		12,331.47
73599	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	90.46
		WARRANT TOTAL		90.46
73600	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	SAN	69.16
		WARRANT TOTAL		69.16

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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
73601	SKAGIT SURVEYORS &	PROFESSIONAL SERVICES	2,600.00
		WARRANT TOTAL	2,600.00
73602	SKAGIT PUBLISHING	LEGAL PUBLICATIONS LGS	50.00
		LEGAL PUBLICATIONS LGS	55.00
		PROF SERVICES REIMBURSABLE PLN	125.00
		WARRANT TOTAL	230.00
73603	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES PD	47.91
		WARRANT TOTAL	47.91
73604	SKAGIT REGIONAL CLINICS PHARMACY	RETIRED MEDICAL PD	27.00
		RETIRED MEDICAL PD	34.40
		RETIRED MEDICAL PD	98.40
		RETIRED MEDICAL PD	43.00
		RETIRED MEDICAL PD	33.70
		RETIRED MEDICAL PD	50.00
		WARRANT TOTAL	286.50
73605	TIGERDIRECT.COM	NETWORK HARDWARE IT	219.22
		WARRANT TOTAL	219.22
73606	TRUE VALUE	OPERATING SUPPLIES FD	4.64
		OPERATING SUPPLIES CEM	54.09
		OPERATING SUPPLIES SWR	4.96
		OPERATING SUPPLIES SWR	18.38
		WARRANT TOTAL	82.07
73607	VALLEY AUTO SUPPLY	REPAIR/MT-SMALL TOOLS EQUIP PK	100.39
		REPAIR/MAINTENANCE-EQUIP ST	140.74
		REPAIR/MAINTENANCE-EQUIP ST	20.86
		REPAIRS/MAINT-EQUIP SAN	24.12
		WARRANT TOTAL	286.11
73608	VOYAGER FLEET SYSTEMS INC.	AUTO FUEL/DIESEL PK	32.69
		AUTO FUEL/DIESEL ST	32.68
		WARRANT TOTAL	65.37
73609	VERIZON WIRELESS	TELEPHONE EXE	56.33
		TELEPHONE FIN	57.33
		TELEPHONE LGL	58.77
		TELEPHONE IT	57.33
		NEXTEL CELL PHONES	171.99
		TELEPHONE PD	172.85
		TELEPHONE PD	430.20
		TELEPHONE PD	239.08
		TELEPHONE FD	129.05
		TELEPHONE FD	148.44
		TELEPHONE INSP	14.11
		TELEPHONE PK	60.15
		TELEPHONE CEM	14.11
		TELEPHONE ST	74.22

CITY OF SEDRO-WOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		NEXTEL CELL PHONES	167.00
		NEXTEL CELL PHONES SAN	146.77
		WARRANT TOTAL	1,997.73
73610	WA STATE DEPT. OF L & I	OPERATING SUP - CITY HALL PK	109.40
		WARRANT TOTAL	109.40
73611	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS PD	108.00
		INTERGOV SVC-GUN PERMITS PD	144.00
		WARRANT TOTAL	252.00
73612	WA STATE PATROL	RENTAL TELETYPE PD	534.00
		WARRANT TOTAL	534.00
73613	WA STATE TREASURER	STATE FEES	71.30
		WARRANT TOTAL	71.30
73614	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	5,351.83
		WARRANT TOTAL	5,351.83
73615	WOOD'S LOGGING SUPPLY INC	SAFETY EQUIPMENT PK	223.25
		SAFETY EQUIPMENT ST	8.16-
		MAINTENANCE OF LINES SWR	475.64
		OPERATING SUPPLIES SWR	20.96-
		OPERATING SUPPLIES SWR	97.91
		OPERATING SUPPLIES SWR	7.85
		OPERATING SUPPLIES SWR	11.28
		SAFETY EQUIPMENT SWR	146.23
		OPERATING SUPPLIES SAN	11.59-
		OPERATING SUPPLIES SAN	79.92
		OPERATING SUPPLIES SAN	5.67
		POSTAGE SAN	11.02
		WARRANT TOTAL	1,018.06
73616	ALLIED BARTON SECURITY SVC.	GEN BUSN LICENSES & PERMITS	14.58
		WARRANT TOTAL	14.58
73617	VISBEEK, AARON & SARAH	UNAPPLIED CASH - SUSPENSE	135.69
		WARRANT TOTAL	135.69
		RUN TOTAL	140,953.68

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	39,300.85
101	PARK FUND	781.11
102	CEMETERY FUND	203.23
103	STREET FUND	2,429.33
104	ARTERIAL STREET FUND	79,499.70
105	LIBRARY FUND	2,260.69
108	STADIUM FUND	3,000.00
109	SPECIAL INVESTIGATION FUND	71.30
311	MITIGATION RESERVE-PARKS FUND	2,600.00
401	SEWER FUND	7,155.07
412	SOLID WASTE FUND	2,965.65
425	STORMWATER	551.06
621	SUSPENSE FUND	135.69
TOTAL		140,953.68

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/31/2011 (Printed 01/05/2012 14:12)

DEPARTMENT	AMOUNT
001 000 000	5,366.41
001 000 011	105.00
001 000 012	632.34
001 000 013	795.74
001 000 014	1,145.13
001 000 015	149.23
001 000 016	200.00
001 000 017	276.55
001 000 018	97.29
001 000 019	1,228.75
001 000 020	284.63
001 000 021	16,672.71
001 000 022	12,234.61
001 000 024	112.46
FUND CURRENT EXPENSE FUND	39,300.85
101 000 076	781.11
FUND PARK FUND	781.11
102 000 036	203.23
FUND CEMETERY FUND	203.23
103 000 042	2,429.33
FUND STREET FUND	2,429.33
104 000 042	79,499.70
FUND ARTERIAL STREET FUND	79,499.70
105 000 072	2,260.69
FUND LIBRARY FUND	2,260.69
108 000 019	3,000.00
FUND STADIUM FUND	3,000.00
109 000 021	71.30
FUND SPECIAL INVESTIGATION FUND	71.30
311 000 000	2,600.00
FUND MITIGATION RESERVE-PARKS FUND	2,600.00
401 000 035	7,155.07
FUND SEWER FUND	7,155.07
412 000 037	2,965.65
FUND SOLID WASTE FUND	2,965.65
425 000 039	551.06
FUND STORMWATER	551.06
621 000 000	135.69
FUND SUSPENSE FUND	135.69

VENDOR	VENDOR NAME	INVOICE NUMBER	REFERENCE	INVOICE DATE	DUE DATE	COMMENTS
	TOTAL		140,953.68			

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73618	AT & T	TELEPHONE	JUD	.54
		TELEPHONE	EXE	4.89
		TELEPHONE	FIN	14.13
		TELEPHONE	LGL	8.70
		TELEPHONE	PLN	1.09
		TELEPHONE	ENG	23.92
		TELEPHONE	PD	38.04
		TELEPHONE	FD	4.35
		TELEPHONE	INSP	3.26
		TELEPHONE	LIB	2.17
		TELEPHONE	SWR	6.53
		TELEPHONE	SAN	1.09
			WARRANT TOTAL	
73619	COMCAST	INTERNET SERVICES	IT	111.90
		WARRANT TOTAL		111.90
73620	COOK PAGING (WA)	TELEPHONE	FD	18.82
		WARRANT TOTAL		18.82
73621	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	483.65
		WARRANT TOTAL		483.65
73622	FRONTIER	TELEPHONE	FD	130.22
		TELEPHONE	PK	82.30
		WARRANT TOTAL		212.52
73623	GUARDIAN SECURITY	PROFESSIONAL SERVICES	PD	126.00
		FIRE/THEFT PROTECTION	FD	84.00
		OPERATING SUP - COMM CENTER	PK	162.00
		OPERATING SUP - SENIOR CTR	PK	147.00
		OPERATING SUP - CITY HALL	PK	168.00
		OPERATING SUPPLIES	SWR	126.00
		WARRANT TOTAL		813.00
73624	NORTHWEST CLEAR AIR	NW AIR POLLUTION	AIR	3,514.00
		WARRANT TOTAL		3,514.00
73625	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	18.10
		UTILITIES-RIVERFRONT	PK	136.18
		UTILITIES-HAMMER SQUARE	PK	42.76
		UTILITIES-BINGHAM & MEMORIAL P		33.34
		UTILITIES - OTHER	PK	33.34
		PUBLIC UTILITIES-CITY HALL	PK	167.73
		PUBLIC UTILITIES	CEM	115.44
		PUBLIC UTILITIES	ST	39.62
		PUBLIC UTILITIES	LIB	46.36
		PUBLIC UTILITIES	SWR	187.16
		PUBLIC UTILITIES	SAN	36.48
			WARRANT TOTAL	
73626	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	34.49

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIRS & MAINTENANCE PD	9.93
		PUBLIC UTILITIES FD	133.47
		UTILITIES-RIVERFRONT PK	688.08
		UTILITIES-COMMUNITY CTR PK	242.43
		UTILITIES-SENIOR CENTER PK	386.01
		UTILITIES-TRAIN PK	71.06
		UTILITIES-HAMMER SQUARE PK	357.19
		UTILITIES-BINGHAM & MEMORIAL P	80.09
		UTILITIES - SHOP PK	61.85
		UTILITIES - SHOP PK	25.76
		UTILITIES - OTHER PK	9.93
		PUBLIC UTILITIES-CITY HALL PK	2,470.63
		PUBLIC UTILITIES CEM	76.88
		PUBLIC UTILITIES ST	97.03
		PUBLIC UTILITIES ST	11.05
		PUBLIC UTILITIES ST	182.04
		PUBLIC UTILITIES ST	984.57
		PUBLIC UTILITIES LIB	263.48
		ADVERTISING HOT	42.20
		PUBLIC UTILITIES SWR	10,050.79
		PUBLIC UTILITIES SAN	158.54
		PUBLIC UTILITIES SWTR	137.48
		WARRANT TOTAL	16,574.98
73627	SKAGIT CD	CONTRACTED SERVICES	1,331.46
		WARRANT TOTAL	1,331.46
73628	SKAGIT COUNCIL OF GOVERNMENTS	S.C.O.G. PLN	5,015.00
		MPO / RTPO MATCH AST	3,197.00
		WARRANT TOTAL	8,212.00
73629	VISION MUNICIPAL SOLUTIONS LLC	PORTABLE EQUIPMENT SWR	2,692.82
		MACHINERY & EQUIPMENT SAN	1,284.26
		EQUIPMENT SWTR	165.72
		WARRANT TOTAL	4,142.80
73630	WASHINGTON ST BAR ASSOC	MISC-DUES LGL	480.00
		WARRANT TOTAL	480.00
		RUN TOTAL	36,860.35

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	10,258.50
101	PARK FUND	5,365.68
102	CEMETERY FUND	192.32
103	STREET FUND	1,314.31
104	ARTERIAL STREET FUND	3,197.00
105	LIBRARY FUND	312.01
108	STADIUM FUND	42.20
401	SEWER FUND	13,063.30
412	SOLID WASTE FUND	1,480.37
425	STORMWATER	1,634.66
TOTAL		36,860.35

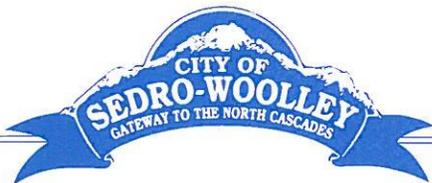
CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
01/11/2012 (Printed 01/05/2012 14:44)

PAGE 4

DEPARTMENT	AMOUNT
001 000 012	.54
001 000 013	4.89
001 000 014	14.13
001 000 015	488.70
001 000 017	111.90
001 000 019	5,016.09
001 000 020	23.92
001 000 021	226.56
001 000 022	854.51
001 000 024	3.26
001 000 031	3,514.00
FUND CURRENT EXPENSE FUND	10,258.50
101 000 076	5,365.68
FUND PARK FUND	5,365.68
102 000 036	192.32
FUND CEMETERY FUND	192.32
103 000 042	1,314.31
FUND STREET FUND	1,314.31
104 000 042	3,197.00
FUND ARTERIAL STREET FUND	3,197.00
105 000 072	312.01
FUND LIBRARY FUND	312.01
108 000 019	42.20
FUND STADIUM FUND	42.20
401 000 035	13,063.30
FUND SEWER FUND	13,063.30
412 000 037	1,480.37
FUND SOLID WASTE FUND	1,480.37
425 000 039	1,634.66
FUND STORMWATER	1,634.66
TOTAL	36,860.35

JAN 11 2012

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



DATE: January 11, 2012
TO: Mayor Anderson & City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: MISC. ANNUAL CONTRACTS/AGREEMENTS

Recommended Action:

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

- | | | |
|-----|--|-------------|
| 1. | EDASC | \$ 2,000.00 |
| 2. | Skagit County Community Action Agency | \$ 7,500.00 |
| 3. | Skagit Domestic Violence & Sexual Assault Services | \$ 1,700.00 |
| 4. | Skagit Community Network/Volunteers of America | \$ 1,510.00 |
| 5. | Loggerodeo | \$ 8,000.00 |
| 6. | Sedro-Woolley Chamber of Commerce | \$14,900.00 |
| 7. | Sedro-Woolley Riding Club | \$ 1,000.00 |
| 8. | Sedro-Woolley Farmers Market | \$ 1,000.00 |
| 9. | Sedro-Woolley Museum | \$ 1,500.00 |
| 10. | Sedro-Woolley Rotary (Concert Series) | \$ 3,000.00 |



August 31, 2011

The Honorable Mike Anderson and City Council
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

Dear Mayor Anderson and Council Members:

Thank you so much for your continued strong support and cooperation on economic development projects and issues during 2011.

For the year 2012, EDASC is asking that our contract with the City of Sedro-Woolley remain at the 2011 level of \$2,000.

The funding is used to carry out economic development services that include:

- ❖ Pro-actively market Sedro-Woolley to potential business and industry, including marketing specific sites and conducting tours;
- ❖ Work with Sedro-Woolley businesses on expansion projects and provide assistance in business retention efforts to maintain the employment base;
- ❖ Provide on-going, confidential business counseling and technical assistance to businesses in order to create jobs;
- ❖ Continue to seek resources to provide technical assistance to the Sedro-Woolley Latino business community;
- ❖ Prospect for trade development in the Sedro-Woolley area through local seminars and identify local manufacturers of products with export potential;
- ❖ Maintain an industrial site inventory for the Sedro-Woolley area that contains necessary information for potential businesses evaluating site locations.

Mayor Anderson and Council Members
Page 2
August 31, 2011

- ❖ Provide administrative and marketing services for special economic development projects identified by EDASC or solicited by the community;
- ❖ Represent the region by on-going participation and cooperation with the Washington State Department of Commerce;
- ❖ Establish and coordinate workshops and seminars associated with business development, business retention, and international trade;
- ❖ Continue to assist companies in securing various business incentives.

We appreciate your consideration of this matter.

Again, thank you so much for your continued support.

Sincerely,



Don Wick
Executive Director

Cc: Patsy Nelson, Finance 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, 2012 through December 31, 2012.

4. Consideration:

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

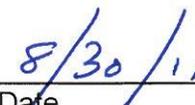


Date

**ECONOMIC DEVELOPMENT ASSOCIATION
OF SKAGIT COUNTY:**



Don Wick
Executive Director



Date

ATTEST:

City Clerk

AGREEMENT

This Agreement, entered into this 11th day of January, 2012, 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 2012 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 2012 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
325 Metcalf Street
Sedro-Woolley, WA 98284

Grantee: Skagit County Community Action Agency
330 Pacific Place
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, 2012, and shall expire on December 31, 2012.

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 11th day of January 2012, 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 2012 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 325 Metcalf 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, 2012, and shall expire on December 31, 2012.

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 11th day of January, 2012, 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 \$1510.00 from the 2012 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 325 Metcalf 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, 2012, and shall expire on December 31, 2012.

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

Phil Smith
CEO, Volunteers of America
Western Washington

AGREEMENT

This Agreement, entered into this 11th day of January, 2012, 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 2012 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 \$8,000.00 from the 2012 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
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 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 of actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. This agreement shall commence and be effective as of January 1, 2012 and shall expire on December 31, 2012.

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 11th day of January, 2012, 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 2012 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 \$14,900.00 from the 2012 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
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 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 of actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. This agreement shall commence and be effective as of January 1, 2012, and shall expire on December 31, 2012.

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 11th day of January 2012, 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 2012 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 2012 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. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
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 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.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12 This agreement shall commence and be effective as of January 1, 2012, and shall expire on December 31, 2012.

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 11th day of January 2012, 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 2012 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 \$1,000.00 from the 2012 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
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 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.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. This agreement shall commence and be effective as of January 1, 2012, and shall expire on December 31, 2012.

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 11th day of January, 2012, 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 2012 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 2012 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley; or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
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
5. 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.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. This agreement shall commence and be effective as of January 1, 2012, and shall expire on December 31, 2012.

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 11th day of January 11, 2012, by and between the City of Sedro-Woolley, Inc., (City), a municipal corporation, and Sedro-Woolley Rotary (Concert Series).

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 2012 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 \$3,000.00 from the 2012 fiscal year hotel occupancy tax proceeds.
2. Grantee shall use such funds to provide advertising, marketing and promotion directed at attracting and welcoming tourists or potential tourists to Sedro-Woolley, or for the production and operation of special events and festivals designed to attract tourists, relating to historic preservation and restoration, and the arts; however, no part of these funds shall be spent on capital improvements.
3. If the festival or event is within the City limits, grantee shall
 - a. Submit a Special Events Permit Application at least 45 days before the event.
 - b. Comply with deposit, insurance, and traffic control requirements as outlined in SWMC 12.44 Special Events, Parades and Festivals.
 - c. Include the City of Sedro-Woolley's logo on event material, as an event sponsor.
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 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 of actual performance.

6. Grantee shall have a fiduciary duty with respect to the revenue provided by this agreement.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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 Rotary P.O. Box 726 Sedro-Woolley, WA 98284

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

12. This agreement shall commence and be effective as of January 1, 2012 and shall expire on December 31, 2012.

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 ROTARY

President

JAN 11 2012

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

**COMMITTEE ASSIGNMENTS
2012**

Public Safety **Hugh Galbraith, Chair**
 Keith Wagoner
 Rick Lemley

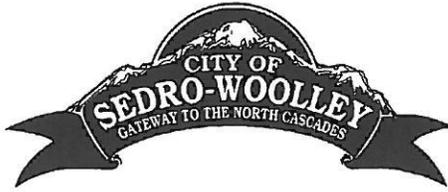
Utilities **Tony Splane, Chair**
 Kevin Loy
 Keith Wagoner

Finance & **Tom Storrs, Chair**
Personnel **Brett Sandström**
 Hugh Galbraith

Parks & **Brett Sandström, Chair**
Recreation **Keith Wagoner**
 Kevin Loy

Planning **Rick Lemley, Chair**
 Tony Splane
 Tom Storrs

Mayor Pro-tem



CITY COUNCIL AGENDA CITY OF SEDRO-WOOLLEY
REGULAR MEETING Sedro-Woolley Municipal Building

JAN 11 2012

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

325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

Mark A. Freiberger, PE
Director of Public Works/City Engineer

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Amendment 1 to
Professional Services Agreement No. 2011-PS-06
Ecotone Solutions LLC**

DATE: January 5, 2012 (for Council action January 11, 2012)

ISSUE

Should Mayor Anderson execute the attached Amendment 1 to Professional Services Agreement No. 2010-PS-04 with Ecotone Solutions LLC to amend the scope to include Landscape/Restoration Planting Services and extend the agreement expiration date to December 31, 2012?

BACKGROUND/DISCUSSION

Agreement No. 2011-PS-06 was executed on February 10, 2011 and included miscellaneous GIS mapping services. The agreement also included rates for landscape restoration labor, but this was not referenced in the scope of work. We have a requirement to maintain the wetlands established at the intersection of Fruitdale Road and McGarigle Road for a period of 10 years from completion of that project in 2008, under provisions of the Wetlands permit secured as part of that project. We have a need to do some restoration early this year in accordance with this requirement. The work will be completed by Task Order. See Task Order 1 attached to this Amendment for the scope of this work and estimated cost. This Task Order is within the existing \$5,000 budget of this agreement.

The wetland mitigation work is funded under Account 104.000.042.595.64.00.05 Fruitdale-McGarigle Wetland Mitigation, and is estimated at \$2,725.00.

MOTION:

Move to authorize Mayor Anderson to execute the attached Amendment 1 to Professional Services Agreement No. 2011-PS-06 with Ecotone Solutions LLC to amend the scope to include Landscape/Restoration Planting Services and extend the agreement expiration date to December 31, 2012.



AMENDMENT NO. 1

To the PROFESSIONAL SERVICES AGREEMENT No. 2011-PS-06
Dated February 10, 2011
Between The City of Sedro-Woolley, Washington
And Ecotone Solutions LLC

This Amendment revises the above contract as follows:

Section 1 Scope of Services is revised as follows:

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, **On Call GIS Mapping Services and Landscape /Restoration/Planting Labor by Task Order** that are requested by the City of Sedro-Woolley. Landscape/Restoration/Planting Labor to be per the current edition of the Washington State Department of Industries Prevailing Wage determination. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries requirements and procedures. This includes obtaining and timely filing of Intent to Pay Prevailing Wages and Affidavit of Wages paid. Retainage will be administered in accordance with RCW 60.28.010(1).

Section 8 Termination is revised as follows:

The term of this agreement shall be from the dated signed through **December 31, 2012**.

All other terms and conditions remain as per the original agreement.

DATED this **12th** day of **January, 2012**.

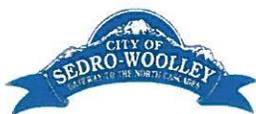
CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mike Anderson, Mayor

CONTRACTOR:

Ecotone Solutions LLC

By: _____



TASK ORDER CITY OF SEDRO-WOOLLEY ON-CALL SERVICES

Task Order No. 2011-PS-06-TO-01

Task Title Brickyard Creek Mitigation area Planting Revisions

Consultant Ecotone Solutions, LLC

Consultant Contact Rob Biggar Phone 360-420-9311 Email ecotonesolutions@wavecable.com

City Contact David Lee, PE Phone 360-855-3219 Email dlee@ci.sedro-woolley.wa.us

City Project No. _____ Budget (BARS) 001.000.020.532.20.41.00

Reimbursable? Yes, by _____
 No
No. Professional Services - Engineering

DESCRIPTION OF TASK ASSIGNMENT

Plant new and transplant existing plants in the vicinity of the detention pond and landscape strips at the intersection of McGarigle Road and Fruitdale Road

Per attached Scope of Services

Site Address or Location As noted above

COMPENSATION

LUMP SUM – Compensation for services shall be a lump Sum of _____

TIME AND MATERIAL – Compensation for these services will be on a Time and Materials basis, not to exceed _____ without written authorization.

Approved budget attached (If applicable.)

SCHEDULE The Consultant shall complete the services described above:

Within 90 days from notice to
By proceed

In accordance with the attached schedule.

All provisions of the Agreement for On-Call Engineering Services dated February 10, 2011 and as amended January 12, 2012 shall be in full force and effect for this Task Order.

APPROVED

CITY OF SEDRO-WOOLLEY

By Mike Anderson

Signature _____

Title Mayor

Date January 12, 2012

CONSULTANT

By _____

Signature _____

Title _____

Date _____

EXHIBIT A

Ecotone Solutions, LLC
15736 Penn Road
Mount Vernon, WA 98273
360-420-9311 (cell)
360-982-2666 (fax)
UBI#602799889
CC#ECOTOSL911K9

January 4, 2012

RE: Ecotone Solutions Quote for Brickyard Creek/Fruitdale planting

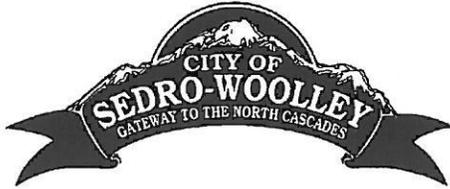
Hi David,

Ecotone Solutions will provide the services listed below at the rates indicated for the planting/transplanting work at the Fruitdale/McGarigle intersection.

\$ 250.00	Mobilization
\$1,125.00	Install 150 x 1 gallon Kinnikinnick with compost amendment
\$1,350.00	<u>Transplant 150 previously installed plants with compost amendment</u>

\$2,725.00 Grand Total

Rob Biggar
Managing Partner
Ecotone Solutions, LLC



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 11 2012

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

CITY OF SEDRO-WOOLLEY

Wastewater Treatment Plant
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 856-1100
Fax (360) 856-5269

Debbie Allen
Wastewater Treatment Supervisor

DATE: January 4, 2012 (for Council action January 11, 2011)

MEMO TO: Mark Freiberger, Public Works Director/Engineer
City Council and Mayor Mike Anderson

FROM: Debbie Allen, Wastewater Treatment Supervisor 

SUBJECT: **CUES Camera, Tracker and Bumper Replacement**

Background Information:

The Wastewater Treatment Plant has a 2004 CUES Video Inspection Unit with CCTV equipment for inspection of the City's sanitary sewer system. While the truck itself has a 20 year life expectancy, the internal working equipment has a life of approximately eight years. In the past year, we have experienced problems with the aging camera and tracker unit and have sent them to California for repairs on several occasions. During the repair process, the City crew is without a camera and is unable to inspect problem areas. In order to keep this extremely important piece of equipment operational, a new camera and tracker must be ordered. The existing camera and tracker can then be placed into a back-up status. The OZ3 camera is quoted at \$18,736 and the WTR transporter is quoted at \$15,450.

There are also safety issues with the stair depth on the back bumper of the truck. One Operator has already taken a spill off the back, but fortunately was not seriously injured. CUES have designed a retro kit that attaches to the existing bumper which creates four steps where there are currently just two. Installing this upgrade will eliminate a major safety issue. The bumper retro fit kit is quoted at \$2,250.

All of the above equipment is sole source and will cost \$36,436 plus tax, total \$39,423.75, to replace. This expense was budgeted for 2012 from the Equipment Repair & Replacement Fund at \$40,000. The expenditure will be charged to Account 501.000.401.596.35.64.00 Equipment & Vehicles – Sewer.

Recommended Action:

Move to approve Resolution No. 857-12 attached hereto waiving competitive bidding requirements for the purchase of the OZ3 Camera, WTR transporter with wheels and the bumper retro fit kit manufactured by CUES for the purpose of replacing aging equipment in the City's CUES Video Inspection Unit and authorizing purchase of the same.

Move to authorize Mark Freiburger, PE to sign the parts quote from CUES for replacement equipment in the amount of \$36,436 plus tax.

Resolution No. 857-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR THE PURCHASE OF CCTV EQUIPMENT MANUFACTURED BY CUES FOR THE PURPOSE OF REPLACING FAILING EQUIPMENT IN THE CITY'S CUES VIDEO INSPECTION UNIT AND AUTHORIZING PURCHASE OF THE SAME

WHEREAS, in Smith v. Seattle, 192 Wn.2d 64, 72 P.2d 588 (1937), the Washington Supreme Court held that cities have the right to specify a particular brand of article for purchase by public contract, even where such article is held in a monopoly by a single supplier; and

WHEREAS, the Sedro-Woolley Wastewater Treatment Department has requested that the City Council authorize the purchase of the OZ3 Camera, WTR transporter with wheels and the bumper retro fit kit manufactured by CUES to replace failing equipment in the City's CUES Video Inspection Unit; and

WHEREAS, the Sedro-Woolley CUES Video Inspection Unit includes a Camera, tracker and bumper manufactured by CUES that includes the failing equipment; and

WHEREAS, there is only one source of supply for the OZ3 Camera, WTR Tracker and bumper kit and that is CUES of Orlando, Florida; and

WHEREAS, RCW 35.23.352(9), as amended by chapter 120, laws of 1987, authorizes the City Council to waive competitive bidding requirements for purchasing when the purchase is clearly and legitimately limited to a single source of supply in the near vicinity

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Based upon the preceding legislative findings, the City Council hereby declares that the purchase of the CUES replacement equipment is clearly and legitimately limited to a single source of supply and that the sole source of supply is CUES of Orlando, Florida.

Section 2. Based upon the preceding legislative findings, the competitive bidding requirements for the City of Sedro-Woolley are hereby waived and the Sedro-Woolley Wastewater Department is authorized to purchase the OZ3 Camera, WTR Tracker and bumper kit.

Section 3. This resolution shall take effect immediately upon passage.

RESOLVED this 11th day of January, 2012 and signed in authentication of its passage this 11th day of January, 2012

MAYOR

ATTEST:

FINANCE DIRECTOR

APPROVED AS TO FORM:

CITY ATTORNEY

Specifications For: SEDRO WOOLEY, WA

1 P&T ZOOM III M/C CAMERA

- 1 Solid State Color Sewer TV Camera
- 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
- 1 NTSC Color Standard, 4x Light Integration
- 1 Camera Lighting System, Built In for 6" Relined thru 48" Pipe
- 1 Camera Transportation and Storage Case

1 SELF-PROPELLED NON-STEERABLE COMPACT WHEELED CAMERA TRANSPORTER WITH ABILITY TO ADD TRACKS, TO INCLUDE:

- 1 Unit Shall Have Forward, Free Wheel, and Power Reverse
- 1 Set of Driven Rubber Wheels to Inspect 6" Pipe
- 1 All Six (6) Wheel Drive Transporter Assembly to Include:
 - 1 Motor & Enclosed Drive Train

1 8" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 10-15" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 8" STEEL WHEEL KIT FOR COMPACT TRANSPORTER

1 5/4/12 ADAPTER CABLE

1 12P TERMINATION REPAIR KIT METAL PR, SPR, SMM

OPTIONAL ITEMS

[NOT INCLUDED IN BASE QUOTE]

ITEM 1: TRACK KIT FOR WHEELED WTR TRANSPORTER

1 7"-15" EXTENDERS FOR COMPACT TRAC TRANSPORTER(Optional Item Not Included in Base Quote)

1 TRACK MODULE KIT TO INCLUDE:(Optional Item Not Included in Base Quote)

- 1 High-Speed Transmission
- 1 Right Hand Trac Module
- 1 Left Hand Trac Module

ITEM 2: CUSTOMER BOLT ON STEEL POWDER COATED BLACK REAR STEP BUMPER TO INCLUDE:

1 SAFE ENTRY/EXIT BUMPER

- 1 Three (3) Steps Evenly Spaced
- 1 Bottom Steps Fold Up for Ground Clearance
- 1 One (1) Fold - Away Safety Grab Handles

ITEM 3: SUMMIT SYSTEM UPGRADE TO INCLUDE:

1 PCU ASSEMBLY [RACK MOUNT]

1 CCU ASSEMBLY [RACK MOUNT]

1 WIRED USB CONTROLLER

- 1 Joystick control for pan and tilt zoom camera to include 360 degree rotate and 330 degree optical pan
- 1 Joystick control for all steering functions and forward / reverse directions for the transporter
- 1 Camera lift control for optional electronic camera lift
- 1 All other controls for camera to include camera iris and focus override, zoom, camera lights, shutter control for light enhancement, camera diagnostics, and auto home
- 1 Cruise control to set speed of transporter for hands off operation

1 All reel controls to include retrieve, release, and variable speed [excluding Dolly Systems]

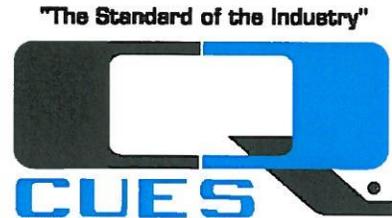
1 WIRELESS CONTROLLER

- 1 Joystick control for pan and tilt zoom camera to include 360 degree rotate and 330 degree optical pan
- 1 Joystick control for all steering functions and forward / reverse directions for the transporter
- 1 Camera lift control for optional electronic camera lift
- 1 All other controls for camera to include camera iris and focus override, zoom, camera lights, shutter control for light enhancement, camera diagnostics, and auto home
- 1 Cruise control to set speed of transporter for hands off operation
- 1 All reel controls to include retrieve, release, and variable speed [excluding Dolly Systems]

1 SYSTEM SELECT BOX

ITEM 4: AUTO PAYOUT FOR TV REEL:

1 RETROFIT OF EXISTING TV REEL TO AUTO PAYOUT REEL FEATURE



January 3, 2012

Debbie Allen
City of Sedro Wooley
720 Murdock Street
Sedro Wooley, WA 98282

Dear Debbie;

Here is the pricing you requested for adding various new components to your Cues truck.

OZ3 camera	\$18,736
WTR transporter with wheels for 6"-24"	\$15,450 (includes 6"-15" rubber wheel kit, 8" steel wheel kit, 5/4/12 adapter cable, metal splice chamber, and spacers.)
Bumper retro fit kit	\$2,250
Summit wireless operating system for all reel and all equipment	\$16,405
Auto Payout kit for reel	\$5,203

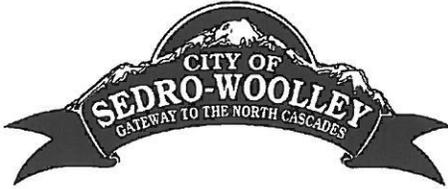
Delivery and installation included.
Pricing does not include WA sales tax.

Terms: NET 30
Delivery: 1-2 weeks ARO

Please feel free to give me a call with any questions.

Sincerely,

Gillian Wilson
Cues NW Territory Manager
503 622 3248



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 11 2012

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

CITY OF SEDRO-WOOLLEY
Wastewater Treatment Plant
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 856-1100
Fax (360) 856-5269

Debbie Allen
Wastewater Treatment Supervisor

DATE: January 4, 2012 (for Council action January 11, 2011)

MEMO TO: Mark Freiberger, Public Works Director/Engineer
City Council and Mayor Mike Anderson

FROM: Debbie Allen, Wastewater Treatment Supervisor 

SUBJECT: **MacDonald-Miller Facility Solutions; Preliminary Audit Agreement**

Background Information:

As most are aware, Wastewater Treatment Facilities are major energy consumers. In the interest of responsible operations, as well as tight City budgets, it's the City's desire to work with experts in the energy field to identify potential cost saving opportunities that may exist at the Sedro-Woolley Wastewater Facility.

MacDonald-Miller Facility Solutions is one of several firms that have been prequalified by the General Administration Energy program as an ESCO partner, which means they are qualified to help clients determine potential energy efficiency projects.

Recommended Action:

Move to authorize Mark Freiberger, PE to sign the Preliminary Audit Agreement with MacDonald-Miller Facility Solutions to determine if potential energy saving opportunities exists at the Sedro-Woolley Wastewater Treatment Facility. This initial audit will be performed at no cost to the City.



MacDonald-Miller Facility Solutions
ENERGY EFFICIENCY & RENEWABLE ENERGY PROJECT DEVELOPMENT PROGRAM

PRELIMINARY AUDIT AGREEMENT

This agreement (hereinafter "Agreement") is made and entered into as of this _____ day of _____, 2012 by and between MacDonald-Miller Facility Solutions, a Washington Corporation having its principal offices at 7717 Detroit Avenue SW, Seattle, WA 98106, (hereinafter "MMFS") and _____ having its principal offices at _____ (hereinafter "Customer"), for the purpose of providing a Preliminary Energy Assessment of the Customer's facilities located at _____ (hereinafter "Facilities").

1. SCOPE OF WORK

- a. Review three years of energy bills to determine current energy usage, costs and trends.
b. Perform an on-site inspection of the Facilities:
i. Preliminary assessment of the facilities including HVAC, lighting and other components and systems affecting energy usage.
ii. Interview on-site personnel regarding operating hours, energy saving measures previously implemented or planned, level of maintenance, ideas for improving energy efficiency and special needs.
iii. Identify if potential energy saving opportunities exist throughout the Facilities.
c. Analyze the data gathered from the on-site inspection of the Facilities to determine the approximate level of energy savings opportunities and prepare a written report to include:
i. Energy benchmark.
ii. Listing of preliminary energy saving opportunities.
iii. Energy use intensity (EUI) rating.

2. PAYMENT TERMS

- a. The fee for the Preliminary Energy Assessment is \$0.00.

3. CUSTOMER RESPONSIBILITIES

- a. Provide:
i. Three years of utility bills.
ii. Required square footage, use and occupancy information to complete EPA Energy Star Portfolio Manager deliverables and MacDonald-Miller's building data input form.
b. Make the following arrangements to facilitate an on-site visit:
i. Assignment of one prime contact person.
ii. Access to all spaces, including mechanical equipment rooms, rooftop air conditioners, etc.
iii. Availability of appropriate personnel to discuss operational items such as system performance, operating schedules, known problem areas, any major renovation plans and business objectives.
iv. Access to previous energy or facility studies.
v. Access to architectural/engineering plans.
c. Have key decision makers available for the presentation of the Preliminary Energy Assessment Report.

4. ACCEPTANCE

All parties are in agreement with the intent and deliverables of the Preliminary Audit Agreement. This proposal will remain valid for thirty (30) days. MacDonald-Miller Facility Solutions terms and conditions apply. Customer hereby provides MMFS authorization to proceed.

Company Name

By:

Title:

Date:

MacDonald-Miller Facility Solutions

By:

Title:

Date:

TERMS AND CONDITIONS/CONSTRUCTION SERVICES

Acceptance	By authorizing MacDonald-Miller Facility Solutions, Inc. to provide the construction services contemplated by this Agreement, Customer agrees to the terms and conditions herein stated.
Scope of Obligations	MacDonald-Miller Facility Solutions, Inc. shall provide construction service when contracted for, pursuant to the attached proposal, purchase order or estimate of which these terms and conditions are a part.
Obligations of Customer	Customer shall extend all reasonable cooperation requested in terms of personnel; access to premises where work is to be performed; promptly providing information requested by contractor, and shall promptly notify MacDonald-Miller Facility Solutions, Inc. upon observation of any unusual or unsafe condition.
Service Availability	MacDonald-Miller Facility Solutions, Inc. agrees to provide construction service during normal business hours, i.e., 6:00am to 5:30 pm, Monday through Friday, holidays excepted. Agreed upon changes are at the hourly rate and terms, including vehicle charges or special assessments, then in effect by MacDonald-Miller Facility Solutions, Inc.
Charges and Terms	Payment is due within 30 days of the invoice date. Any balance due after 30 days shall bear interest at the maximum legal rate permitted from the invoice date.
Taxes	There will be added to all charges the amount of any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to any services rendered or materials supplied.
Limitation of Liability	<p>MACDONALD-MILLER FACILITY SOLUTIONS, INC. SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, AS A RESULT OF ANY MATTER ARISING OUT OF OR RELATING TO THE CONSTRUCTION SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ITS SUBJECT MATTER WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p> <p>The customer agrees that MacDonald-Miller Facility Solutions, Inc.'s liability thereunder for damage shall not exceed the amount paid for construction services and only if such damage is the result of MacDonald-Miller Facility Solutions, Inc.'s negligence or willful misconduct.</p> <p>To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and its agents and employees from any claims, damages, losses and expenses including attorney's fees to the extent caused by the negligent acts or omissions, or willful misconduct of the Owner.</p> <p>Unless stated in writing, MacDONALD-MILLER FACILITY SOLUTIONS, INC. DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p> <p>MacDonald-Miller Facility Solutions, Inc. shall not be responsible or liable for any loss, damages or delay in furnishing materials or failure to perform services when caused by fire, interruption of utility services, flood, acts of civil or military authorities, insurrection, terrorist act, riot, civil disorder, labor disturbances, or by any other cause which is unavoidable or beyond its control.</p> <p>If the Contractor is delayed by any act or neglect of Owner or a separate Contractor employed by Owner, the time for completion shall be extended as necessary and an extension of time to complete the work does not preclude recovery of damages for delay by Contractor.</p>
Default	If Customer does not pay any amount due thereunder, or breaches any of the terms of this Agreement, MacDonald-Miller Facility Solutions, Inc. may, in addition to any other legal remedies it may have, including the right to file a lien under state law, suspend work until payment is made.
Term	Prices will be subject to periodic changes due to change in labor and material rates.
General	<p>Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions, but termination shall not relieve Owner of the duty to pay for work performed by Contractor.</p> <p>Customer represents that it has authority to enter into this Agreement. Owner warrants that to the best of its knowledge there are no unsafe conditions or hazardous materials or substances in, on, around or affecting the area where the work is to be performed.</p> <p>This Agreement shall be governed by the laws of the State where the work was done. In the event any party shall bring suit or action against the other for relief arising out of this Agreement, the prevailing party shall have and recover against the other party all court costs, disbursements, and a reasonable attorney's fee. Customer consents to and agrees to jurisdiction and venue of any proceeding in the District or Superior Court of the State of Washington for King County at MacDonald-Miller Facility Solutions, Inc.'s election.</p> <p>Making a final payment shall constitute a waiver of claims by the Owner except those arising from claims by third parties arising out of the contract, failure of the work to comply with the requirements of this contract, or manufacturer warranties passed on to the Owner by Contractor.</p> <p>The Owner and Contractor shall commence all claims and causes of action against the other whether in contract, tort, breach warranty or otherwise arising out of or related to this contract within 365 days following Contractor's completion of the work.</p> <p>Any notice required by this Agreement shall be deemed received, delivered in person, or by facsimile or sent by mail.</p>

JAN 11 2012

**INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SEDRO-WOOLLEY AND THE CITY OF ANACORTES
DISTRICT
TO ESTABLISH A
RECIPROCAL LIBRARY BORROWING AGREEMENT**

5:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3h

This Interlocal agreement is made this _____ day of _____, 2011, between the City of Sedro-Woolley, hereinafter referred to as Sedro-Woolley, and the City of Anacortes, hereinafter referred to as Anacortes.

Whereas, the City of Sedro-Woolley also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Sedro-Woolley; and

Whereas, the City of Anacortes also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Anacortes; and

Whereas, the Sedro-Woolley City Council and the Board of Trustees of the Sedro-Woolley Public Library (hereinafter referred to as SWPL) and the Anacortes City Council and the Board of Trustees of the Anacortes Public Library (hereinafter referred to as APL) find that it is in the best interests of their respective libraries to create a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

Whereas, both Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

2. Term: The pilot project Agreement commenced on August 1, 2010. This agreement has been evaluated and a recommendation is made to both Parties on the continuance of a permanent reciprocal Agreement. Unless agreed by the parties to continue this Agreement, this agreement shall terminate on Jan. 1, 2014.

3. Definitions: For the purposes of this Agreement, the following terms shall have the following meanings:

- (a.) "Resident Cardholder" means a library cardholder who resides within the city limits of the City of Sedro-Woolley or the City of Anacortes, as well as

those entitled by the policies of each library to a resident library card. For the purposes of this Agreement, a non-resident who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b.) "Owning Library" means the library that owns the item to be checked out.

4. Specific Provisions. The Resident Cardholders of one library's service area may obtain a library card permitting the use of the other library's facilities and services, without payment of a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library shall remain in effect, with no coordination or standardization required, and specifically including the following provisions:

1. Library materials placed on hold must be picked up by the library cardholder at the Owning Library.
2. Library materials must be returned to the Owning Library; if the library materials owned by one system are returned to the other system, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library's policies.

(b.) The Reciprocal Use Agreement does not extend to each library's non-resident cardholders, only to eligible residents living within their respective municipal boundaries and those entitled by each library's policies to resident status.

(c.) A cardholder of SWPL, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of APL; likewise a cardholder of APL, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of SWPL.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

5. Review. The Directors of both libraries will periodically review the effectiveness of this Agreement and will submit a report to their governance bodies three (3) months before the end of the Agreement, so that there is a time to extend or renew the agreement before the end date.

6. Financing. Each Party will bear its own cost of performing under this Agreement.

7. Notices. Any notices or other contacts required under the terms of this Agreement must be directed to the following:

To the Sedro-Woolley Public Library

Attn: Library Director
802 Ball Ave.
Sedro-Woolley, WA 98284

To the Anacortes Public Library

Attn: Library Director
1220 10th St.
Anacortes, WA 98221

8. Amendment. This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

9. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

10. Applicable Law-Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

11. Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

12. Concurrent Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

14. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

15. Entire Agreement. This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

CITY OF SEDRO-WOOLLEY

By: **Mike Anderson**

Date: _____

APPROVED AS TO FORM:

By: **Eron Berg**
City Supervisor and Attorney

ATTEST:

By: **Patsy Nelson**
Finance Director

Approve:



By: **Mick Boroughs**
Sedro-Woolley Library Board
Chairperson

CITY OF ANACORTES



By: **H. Dean Maxwell, Mayor**

Date: 11/22/11

APPROVED AS TO FORM:



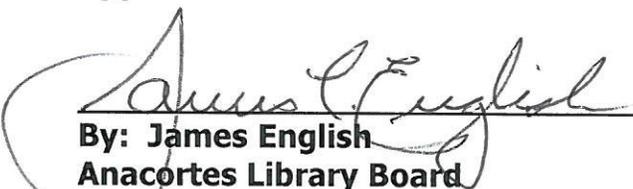
By: **Brad Furlong**
City Attorney

ATTEST:



By: **Steve Hoglund**
Finance Director

Approve:



By: **James English**
Anacortes Library Board
President

**INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BURLINGTON AND THE CITY OF SEDRO WOOLLEY
TO ESTABLISH A PILOT PROJECT
FOR RECIPROCAL LIBRARY BORROWING**

This Interlocal Agreement is made this _____ day of _____, 2011, the City of Burlington, hereinafter referred to as Burlington, and the City of Sedro Woolley, hereinafter referred to as Sedro Woolley.

Whereas, the City of Burlington also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Burlington; and

Whereas, the City of Sedro Woolley also maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Sedro Woolley; and

Whereas, the Burlington City Council and the Board of Trustees of the Burlington Public Library (hereinafter referred to as BPL) and the Sedro Woolley City Council and the Board of Trustees of the Sedro Woolley Public Library (hereinafter referred to as SWPL) find that it is in the best interests of their respective libraries to create a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

Whereas, both Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

2. Term: This Agreement shall commence on January 1, 2012. On or before January 1, 2013, this Agreement will be evaluated by the Library Directors and Board of Trustees for each city who will make a recommendation on the continuance of a permanent reciprocal Agreement to the City Councils. The permanent reciprocal Agreement must be approved by each Board of Trustees before the termination of the Agreement in order to ensure continuity of service.

3. Definitions: For the purposes of this Agreement, the following terms shall have the following meanings:

(a.) "Resident Cardholder" means a library cardholder who resides within the city limits of the City of Burlington or the City of Sedro Woolley, as well as

those entitled by the policies of each library to a resident library card. For the purposes of this Agreement, a non-resident who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b.) "Owning Library" means the library that owns the item to be checked out.

4. Specific Provisions. The Resident Cardholders of one library's service area may obtain a library card permitting the use of the other library's facilities and services, without payment of a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library shall remain in effect, with no coordination or standardization required, and specifically including the following provisions:

1. Library materials placed on hold must be picked up by the library cardholder at the Owning Library.
2. Library materials must be returned to the Owning Library; if the library materials owned by one system are returned to the other system, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library's policies.

(b.) The Reciprocal Use Agreement does not extend to each library's non-resident cardholders, only to eligible residents living within their respective municipal boundaries and those entitled by each library's policies to resident status.

(c.) A cardholder of BPL, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of SWPL; likewise a cardholder of SWPL, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of BPL.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

5. Review. The Directors of both Libraries will review the effectiveness of this Agreement quarterly and will submit a report to their governing bodies three (3) months before the end of the project, so that there is time to extend or renew the Agreement before the end date.

6. Financing. Each Party will bear its own cost of performing under this Agreement.

7. Notices. Any notices or other contacts required under the terms of this Agreement must be directed to the following:

To the Burlington Public Library

Attn: Library Director
820 E. Washington Ave.
Burlington, WA 98233

To the Sedro Woolley Public Library

Attn: Library Director
802 Ball St.
Sedro Woolley, WA 98284

8. Amendment. This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

9. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

10. Applicable Law-Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

11. Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

12. Concurrent Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

14. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

15. Entire Agreement. This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

CITY OF BURLINGTON


By: Edward J. Brunz, Mayor

Date: 11-10-2011

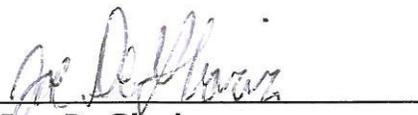
APPROVED AS TO FORM:


By: Scott G. Thomas
City Attorney

ATTEST:


By: Greg Thramer
Finance Director

Approve:


By: Joe DeGloria
Burlington Library Board
Chairperson

CITY OF SEDRO WOOLLEY

By: Mike Anderson, Mayor

Date: _____

APPROVED AS TO FORM:

Eron M. Berg
City Attorney

ATTEST:

By: Patsy Nelson
Finance Director

Approve:


By: Michael Boraghis
Sedro Woolley Library Board
President

**INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MOUNT VERNON LIBRARY AND THE CITY OF SEDRO-WOOLLEY
TO CONTINUE THE CURRENT PROJECT
FOR RECIPROCAL LIBRARY BORROWING**

This Interlocal agreement is made this 26th day of October, 2011, between the City of Mount Vernon and the City of Sedro-Woolley.

Whereas, the City of Mount Vernon maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of the Mount Vernon; and

Whereas, the City of Sedro-Woolley also maintains a library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of Sedro-Woolley; and

Whereas, the Mount Vernon City Council and the Board of Trustees of the Mount Vernon City Library (hereinafter referred to as MVCL), and the Sedro-Woolley City Council and the Board of Trustees of the Sedro-Woolley Public Library find that it is in the best interests of their respective libraries to create a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

Whereas, all Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide,

IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

2. Term: This Agreement shall commence on November 1, 2011. On or before January 1, 2013, this Agreement will be evaluated and a recommendation will be made to both Parties on the continuance of the reciprocal Agreement, to be approved before the termination of the Agreement in order to ensure continuity of service. Unless agreed by the parties to continue this agreement the Agreement shall terminate on January 1, 2013.

3. Definitions: For the purposes of this Agreement, the following terms shall have the following meanings:

- (a.) "Resident Cardholder" means a library cardholder who resides within the city limits of the City of Mount Vernon, or the city limits of the City of Sedro Woolley, as well as those entitled by the policies of each library to a resident library card. For the purposes of this Agreement, a non-resident who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b.) "Owning Library" means the library that owns the item to be checked out.

4. Specific Provisions. The Resident Cardholders of one library's service area may obtain a library card permitting the use of the other library's facilities and services, without payment of a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library shall remain in effect, with no coordination or standardization required, and specifically including the following provisions:

1. Library materials placed on hold must be picked up by the library cardholder at the Owning Library.
2. Library materials must be returned to the Owning Library; if the library materials owned by one system are returned to the other system, the materials will be routed back to the Owning Library, but any overdue charges will continue to accrue under the terms of the Owning Library's policies.

(b.) The Reciprocal Use Agreement does not extend to each library's non-resident cardholders, only to eligible residents living within their respective municipal boundaries and those entitled by each library's policies to resident status.

(c.) A cardholder of the Mount Vernon City Library, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of the Sedro-Woolley Public Library; likewise, a cardholder of the Sedro-Woolley Public Library, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of the Mount Vernon City Library.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

5. Review. The Directors of both libraries will periodically review the effectiveness of this Agreement and will submit a report to their governing bodies three (3) months before the end of the project, so that there is a time to extend or renew the agreement before the end date.

7. Financing. Each Party will bear its own cost of performing under this Agreement.

8. Notices. Any notices or other contacts required under the terms of this Agreement must be directed to the following:

To the Mount Vernon City Library:
Attn: Library Director
315 Snoqualmie Street
Mount Vernon, WA 98273

To the Sedro-Woolley Public Library:
Attn: Library Director
802 Ball Street
Sedro-Woolley, WA 98284

9. Amendment. This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

10. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

11. Applicable Law-Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

12. Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

13. Concurrent Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

15. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

16. Entire Agreement. This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

CITY OF MOUNT VERNON



By: Bud Norris, Mayor

Date: 12/21/11

APPROVED AS TO FORM:



**By: Kevin Rogerson
City Attorney**



**By: Alicia Huschka
Finance Director**



**By: Marija Anderson
Mount Vernon Library Board
Chairperson**

CITY OF SEDRO WOOLLEY

By: Mike Anderson, Mayor

Date: _____

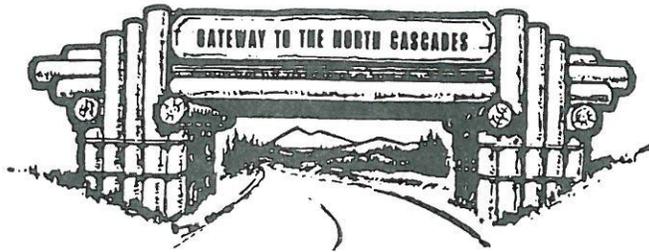
APPROVED AS TO FORM:

**By: Eron Berg
City Attorney**

**By: Patsy Nelson
Finance Director**



**By: Mick Boroughs
Sedro Woolley Library Board
President**



JAN 11 2012

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

SEDRO-WOOLLEY PUBLIC LIBRARY

PHONE: 855-1166

802 BALL AVENUE • SEDRO-WOOLLEY, WA 98284

December 28, 2011

**Mayor & Members of the Sedro-Woolley City Council
Sedro-Woolley City Hall
325 Metcalf Street
Sedro-Woolley, WA 98284**

To the Mayor & City Council Members:

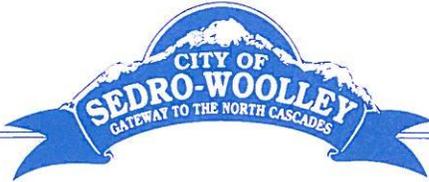
We, the members of the *Sedro-Woolley Library Board*, would like to ask permission for the Librarian, Debra Peterson, to be allowed to attend the Annual American Library Association Meeting in Anaheim, CA, in June of 2012. She only attends this professional meeting when it is presented on the West Coast, which occurs ever so many years apart in the schedule rotation. Because of the cost, she pays for the majority of her transportation costs, including flights, ground transport, and most meals. The City would only pay for the Conference fee itself, and for the actual days of the hotel stay during the Conference. The 2012 Library Budget does have adequate funding for this purpose, and we find it beneficial that she be allowed to attend. Thank-you very much for your time and attention to this matter; it is appreciated.

**Sincerely Yours, - the members of the Sedro-Woolley
Library Board**

*Beverly Kinghouse
Marjean Burke
Dagui Cole
Michelle Bongles*

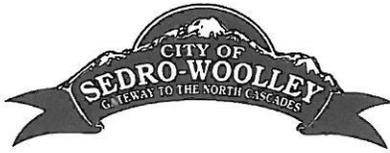
JAN 11 2012

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 11 2012

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 12

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 
Planning Director/ Building Official

Date: January 11, 2012

Subject: Revisions to Design Standards and Municipal Code requirements for the Mixed Commercial Zone (**2nd read**)

ISSUE

Should the Council approve the attached ordinance to revise the Sedro-Woolley Design Standards and Guidelines and SWMC 17.20.020 regarding commercial development within the Mixed Commercial Zone?

PROJECT DESCRIPTION / HISTORY

At the direction of the City Council, the Planning Commission considered revisions to the City's design standards and guidelines and municipal code for development within the Mixed Commercial zone.

The Planning Commission held three public hearings and four public meetings over the spring and summer of 2011 to gather input on how the existing standards for commercial development within the Mixed Commercial zone are working, and how they might be improved in the future.

After close consideration of the current regulations for the Mixed Commercial zone and reviewing the community input received, the Planning Commission made several recommendations that are included in the attached ordinance, as well as the attached Findings of Fact, Conclusions and Recommendations.

Included with this memo is:

Exhibit A – Proposed ordinance for amendments to the Design Standards and Guidelines and Municipal Code

Exhibit B – Planning Commission Findings of Fact, Conclusions and Recommendations

RECOMMENDED ACTIONS

Make a motion to adopt ordinance ____ modifying the Municipal Code and Design Standards for development the Mixed Commercial zone.

EXHIBIT A

Proposed ordinance for amendments to the Design Standards and Guidelines
and Municipal Code

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE SEDRO-WOOLLEY DESIGN STANDARDS
AND GUIDELINES AND MUNICIPAL CODE REGARDING DEVELOPMENT
STANDARDS FOR THE MIXED COMMERCIAL ZONE**

WHEREAS, pursuant to the provisions of state law, Chapter 35A.63 of the Revised Code of Washington (RCW) and Chapter 36.70A RCW, the Sedro-Woolley City Council has adopted the Sedro-Woolley Municipal Code (SWMC) and supplemental Sedro-Woolley Design Standards and Guidelines; and

WHEREAS, the City of Sedro-Woolley Planning Commission has thoroughly reviewed the existing standards for development of the Mixed Commercial zone and discussed the topic at several Planning Commission meetings to receive public input on the issue; and

WHEREAS, the Planning Commission held four public meetings and three open record public hearings, on February 15, 2011, March 15, 2011 and April 19, 2011 to hear public comments of proposed revisions to the Design Standards and Guidelines; and

WHEREAS, based on public comments and other information presented, the Planning Commission made final recommendations for amendments to the Design Standards and Guidelines on August 16, 2010; and

WHEREAS, the City Council does hereby adopt the Planning Commission findings found in the Findings of Fact, Conclusions and Recommendations dated December 6, 2011;

WHEREAS, the ordinance amendments are procedural in nature, and therefore exempt from the State Environmental Policy Act (SEPA) review; and

WHEREAS, the City Council finds the proposed amendments to the Sedro-Woolley Design Standards and Guidelines and Municipal Code to be consistent with and to implement the intent of the Sedro-Woolley Comprehensive Plan; and

WHEREAS, the City Council has concluded that it is in the best interest of the public health, safety and welfare to adopt this ordinance;

WHEREAS, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance;

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY
DOES ORDAIN AS FOLLOWS:**

Section 1.

The Sedro-Woolley Municipal Code 17.20.020 is amended as follows:

17.20.020 Bulk restrictions.

A. Minimum setbacks to adjacent zones:

1. Setbacks to residential (R-5, R-7 and R-15) zones: front setbacks on an arterial street shall be a minimum of twenty feet ~~and a maximum of fifty feet~~. On a nonarterial street, front setbacks shall be a minimum of ten feet ~~and a maximum of twenty feet~~. Side setbacks shall be a minimum of thirty-five feet, which may be reduced to twenty feet if building step-backs as required by the design standards and guidelines are incorporated into the site design pursuant to SWMC Chapter 15.44. Rear setbacks shall be a minimum of twenty feet.

2. Setbacks to all other zones: front setbacks on an arterial street shall be a minimum of twenty feet ~~and a maximum of fifty feet~~. On a nonarterial street, front setbacks shall be a minimum of ten feet ~~and a maximum of twenty feet~~. Side setbacks shall be a minimum of twenty feet. Rear setbacks shall be a minimum of twenty feet.

3. Setbacks to the MC zone: buildings shall maintain a minimum ten foot setback to all lot lines when adjacent to other properties zoned MC.

B. Maximum building height: thirty-five feet.

Exception: sixty feet, if minimum side and rear setbacks required in subsection A of this section are doubled.

Section 2.

The Sedro-Woolley Design Standards and Guidelines are amended as follows to amend the sections titled “Standards and Guidelines for All Development” and “Additional Standards for the Mixed Commercial Zone”:

“Standards and Guidelines for All Development”

SITE DESIGN

LOCATION OF PARKING

Intent

To maintain a contiguous, active pedestrian and non-motorized transportation realm along street fronts by locating parking lots behind, below or above buildings, except as allowed in the Additional Standards for the Mixed Commercial Zone. In situations where there is one building on a property, the intention of the guideline is to encourage the parking relating to that building to be located primarily behind the building. In situations where one or more larger primary buildings are located in the interior of a property and multiple satellite pads are located adjacent to the street frontages, the intent of these guidelines is to locate the satellite pads close to the street frontage in a manner which breaks up the appearance of the parking area bulk from the viewpoint of the adjacent street frontages. In those situations where buildings and the open space adjacent to them are located near the property frontage rather than being separated from the street frontage by parking areas, the need for common space near the interior of the property is considered less essential.

Guidelines

Encouraged:

1. Commercial parking lots should be located behind, below or above buildings when feasible. Where commercial parking lots are allowed to remain in front of or beside buildings, parking lots shall provide a 10 foot wide planting area between the parking lot and street right-of-way to include:

- a year-round sight barrier,
 - evergreen shrubs,
 - evergreen ground cover,
 - shrub material maintained at a maximum height of 3 feet for visibility.
2. Where feasible in multi-family development, parking lots should be located behind, below or above buildings in new development or relocated behind buildings in redevelopment; though not directly adjacent to any street fronts. The front yard setbacks should be adjusted downward when the parking is placed to the rear of the units.
 3. Access to multi-family parking lots located behind, below or above buildings should be provided from rear alleys, auto-courts, and/or other internal drives.

PARKING LOT LANDSCAPING (ALSO APPLICABLE TO LOT STORAGE, GAS STATION APRONS, AND DRIVE-THRUS)

Intent

To reduce the visual impact of parking lots through landscaped areas and/or architectural features that compliment the overall design and character of development.

Standards

Required:

1. The number of trees required in the internal planting areas in parking lots shall be dependent upon the location of the parking lot in relation to the building and public right-of-way:
 - where the parking lot is located between the building and the public right-of-way, one tree for every five spaces shall be provided (1:5).
 - where the parking lot is located to the side of the building and partially abuts the public right-of-way, one tree for every six spaces shall be provided (1:6).
 - where the parking lot is located behind building and is not visible from the public right-of-way, one tree for every seven spaces shall be provided (1:7).
2. Existing trees shall be retained unless they are unhealthy, cause public safety hazards, or cannot be reasonably retained due to site specific limits.

Guidelines

Encouraged:

1. Commercial parking lots are encouraged to meet stormwater drainage requirements by using Low Impact Development (LID) techniques wherever possible and practical.

PARKING LOT SCREENING (ALSO APPLICABLE TO LOT STORAGE, GAS STATION APRONS, AND DRIVE-THRUS)

Intent

To provide screening of parking in developments visible from the public right-of-way, while providing visibility for surveillance.

Standards

Required:

1. Parking lots that abut the public right-of-way shall be screened with one or a combination of the following treatments:
 - Low walls made of concrete, masonry, or other similar material and not exceeding a maximum height of 3 feet.
 - Raised planter walls planted with a minimum 80% evergreen shrubs not to exceed a total height of 3 feet, including planter wall and landscape planting.
 - Landscape plantings consisting of trees of which at least 80% are deciduous and shrubs and groundcover materials of which at least 80% are evergreen.

- Landscaped berm with trees and evergreen shrubs.
2. Walls, fencing, and architectural details shall compliment the materials used in adjacent architectural styles.
 3. Screen walls or fences located across a street or adjacent to a residential designation shall include one or more of the following:
 - Arbor and/or trellis structure with climbing vines
 - Architectural detailing, contrasting materials, or other special interest
 - Art
 4. Walls and raised planters shall not exceed a maximum height of 3 feet, unless all of the following are provided:
 - screen treatment does not create a safety hazard.
 - portion of treatment that is above 3 feet in height is a minimum 75% transparent (i.e. see-through metal railing, trellis, or other similar treatment).
 - portion of wall/landscape treatment that is above 3 feet in height provides added visual interest, detail, and character suitable to the character of the development.
 5. Where walls are provided, landscape planting areas shall be a minimum width of 5 feet and shall be located adjacent to the public right-of-way.
 6. Fencing around parking lots shall be allowed if the following conditions are met:
 - All screen fencing should not exceed a maximum height of 6 feet, and any portion higher than 3 feet must be 75% transparent.
 - If an alternative fence material is used such as masonry, wrought iron, or wood etc., the fence must be 75% transparent and planting should consist of at least 30% coniferous trees and evergreen shrubs/groundcovers.
 7. All plant material used for parking lot screening shall be managed and/or selected to provide clear views between 3 and 8 feet above the ground surface, for surveillance purposes.
 8. Chain link fencing without vinyl cladding, powder coating or similar coating over the galvanized metal coating shall not be permitted to be used to screen or enclose parking along a public sidewalk. In addition, the use of razor ribbon or barbed wire shall be prohibited.
 9. Chain link fencing, ~~with or~~ without coating shall not be used on any street frontage, adjacent to a public sidewalk or adjacent to a residential designation.

PARKING LOT LIGHTING (NOTE: Not applicable to car sales lots) (ALSO APPLICABLE TO LOT STORAGE, GAS STATION APRONS, AND DRIVE-THRUS)

Intent

To maintain a safe and secure pedestrian and non-motorized transportation environment through the use of adequate, but not excessive, lighting

Standards

Required:

1. Lighting used in parking lots shall not exceed a maximum of 30 feet in height. Pedestrian scale lighting along sidewalks and any other applicable location shall be a maximum of 16 feet in height.
2. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through exterior shields or through optics within the fixture.

Guidelines

Encouraged:

3. The parking lot lighting should be appropriate to create adequate visibility at night and evenly distributed to increase security.
4. Lighting levels and design should comply with the Illuminating Engineering Society of North America's *Recommended Practices and Design Guidelines*, latest edition.

PEDESTRIAN WALKWAYS THROUGH PARKING LOTS

(NOTE: Not applicable to Industrial Development)

Intent

To provide safe, convenient, and attractive walkways for pedestrians through parking lots.

Standards

Required:

1. For parking lots that contain greater than 20 parking spaces, pedestrian connections shall be clearly defined in a combination of 2 or more of the following ways (except as walkways cross vehicular travel lanes):
 - a 6 inch vertical curb in combination with a raised walkway.
 - a trellis, special railing, bollards, and/or other architectural features to accent the walkway between parking bays.
 - special paving, such as concrete, pavers, or LID materials if appropriate, in an asphalt area.
 - a continuous landscape area minimum 3 feet wide on at least one side of the walkway (where walkways abut a public right-of-way and/or driving aisles, the landscape area shall be provided between the walkway and the public right-of-way or driving aisle).
2. ADA accessible connections shall be provided from ADA parking stalls to the main pedestrian walking routes and building entrances.
3. Pedestrian walkways within parking areas shall be a minimum 5 foot width of clear, unobstructed passage.
4. Pedestrian walkways shall provide a distinct linkage between a main entrance to the building and a concentration of vehicle parking spaces in order to encourage its use by pedestrians.
5. When buildings are not located directly adjacent to the sidewalk, pedestrian walkways shall connect the public sidewalk in the right-of-way to the main building entrance in a clear and direct manner, regardless of the number of parking spaces. Where pedestrian walkways cross vehicular travel lanes within a parking lot, walkways shall be raised a minimum of three inches (3") and marked with contrasting colored paving, pavers, or equivalent to differentiate from vehicular lane. The vehicular travel lane shall be narrowed to the minimum width at the pedestrian crossing and at least two (2) of the following traffic calming techniques shall be used:
 - Pedestrian scale lighting
 - Trellis or other cover extending over the walkway
 - Bollards at the travel lane edge
 - Landscape and/or hardscape features (i.e. railings, rocks, etc.) located at travel lane edge
6. Where transit stops occur in the public right-of-way, pedestrian walkways shall provide a direct and clear connection from the building's main entrance to the transit stop.

Guidelines

Encouraged:

7. Night lighting should be provided where stairs, curbs, ramps, abrupt changes in walk direction, and crossing vehicle lanes occur.

SIDEWALKS AND STREET TREES WITHIN PUBLIC RIGHT-OF-WAY

Intent

To maintain a consistent street frontage and character for street right-of-ways.

Standards

Required:

1. Unless otherwise required or where larger plaza areas are provided, sidewalk paving material shall be consistent with street frontage improvements of adjacent developments. The use of LID materials are encouraged, if appropriate to site conditions.
2. Street trees within the public right-of-way shall be located in tree grates or continuous planted area (minimum 5 feet wide unless planting area interrupts required walking width for sidewalk) between the walking route of the sidewalk and the curb edge.
3. If a street has uniform planting of street trees, or a distinctive species, the new street trees shall match or compliment the planting pattern.
4. Where tree grates are used, they shall be ADA accessible and of a similar size and material as tree grates found in adjacent developments to maintain a similar overall streetscape appearance.

Guidelines

Encouraged:

5. Where street trees are planted between the walking route of the sidewalk and curb edge, root barriers, root channels, and/ or structural soils should be utilized to protect the sidewalk from possible, future root damage.

CURB CUT SPACING AND CONSOLIDATED DRIVEWAYS

(NOTE: Not applicable to Industrial Development)

Intent

To enhance pedestrian and non-motorized transportation safety by consolidating driveways, while providing for adequate vehicular and service access

Standards

Required:

1. Minimize obstructions to pedestrian movement and the number of vehicular turning movements; expansions, redevelopments, or changes of use shall be evaluated for number, location, size, and by consolidation of vehicle access points.
2. Closely spaced adjacent driveways in the same development shall be combined for combined joint access, unless the City Engineer finds consolidation is impractical or will cause a hazard.

SCREENING OF TRASH AND SERVICE AREAS

Intent

To reduce the impact of service, loading, storage and trash storage areas and reduce attractiveness to pests

Standards

Required:

1. All service, loading, storage and trash collection areas shall be screened by a combination of masonry, wood, or vinyl walls and planting areas.
2. Loading and service areas shall not face any residential district, unless no other location is possible.
3. All service, loading, storage and trash storage areas must be designed to reduce attractiveness to pests (rats, crows, raccoons, etc.) and include method(s) to secure contents.

...

“Additional Standards for the Mixed Commercial Zone”

SITE DESIGN

DRIVEWAYS AND PARKING LOCATION

Intent

The intent is to create a safe, lively and attractive streetscape that encourages pedestrian and non-motorized transportation activity in the commercial zone. It is further intended to reduce the number of access points onto the state highways, and to minimize the effect of parking lots from the sidewalks and streets while providing a safe line of vision in the area. See also the parking guidelines and standards in the *Standards and Guidelines for All Development* section of this document.

Standards

Required:

1. Driveways are limited to one per 150 feet of street frontage, unless approved by City Engineer. Shared driveways are encouraged.
2. ~~Parking shall be disbursed so that no more than 30% of the primary street frontage is in parking and no more than 70% of a secondary street. This requirement may be adjusted if Low Impact Development techniques are used, such as bio-infiltration or swales.~~
3. Parking Screening: Parking located along a street shall be screened as follows:
 - Ten (10)-foot wide planting area between the parking lot and sidewalk to include trees fifteen (15) feet on center;
 - An evergreen hedge no higher than four (4) feet;
 - Additional plantings and ground cover less than four feet at maturity to provide 85% coverage at three years.
3. 4. Commercial parking lots as a stand-alone use: Five-foot screening area including low walls, raised planter walls, landscaping and/or fencing up to four feet. Fencing up to 6 feet tall may be included if it is 75% transparent and includes a five-foot wide landscaped area. Chain Vinyl coated chain link fence may be allowed as an element of an artistically designed architectural screening wall. Otherwise, chain link fence (coated or uncoated) is not allowed between the building and any road frontage.
- 4 5. Bicycle parking: One bicycle space shall be provided for every 10 vehicle parking spaces, at least half of which must be sheltered from the weather. Bicycle parking shall be well lit and close to the building entrance.

CONNECTIONS TO ADJACENT DEVELOPMENT

Intent

The mixed-commercial zone is located primarily along the city’s two state highways for ease of access. The intent of these standards is to create an attractive physical environment to welcome customers and visitors; a network of safe, convenient, and attractive internal linkages for pedestrians, vehicles and non-motorized transportation between retail and mixed use developments; ~~create an attractive physical environment to welcome customers and visitors;~~ encourage the creation of safer commercial neighborhoods and live/work space by allowing multifamily residences in association with commercial uses; respect the existing small-town character of Sedro-Woolley with its street grid, buildings lining the street, street trees, and

pedestrian scale; and provide for safe pedestrian and non-motorized transportation circulation in areas typically dominated by vehicles.

Standards:

Required:

1. To help minimize the number of driveways on major thoroughfares and to enable ease of travel between adjacent businesses, connectivity shall be required. Parking areas between adjacent commercial developments shall be provided per Public Works Development Standards unless otherwise approved by the City Engineer.

2. Chain link fence of any type or coating may not be used to separate pedestrians from vehicular traffic or to define pedestrian walkways, unless as an element of an artistically designed architectural screening wall.

Guidelines:

Encouraged:

2. Pedestrian and non-motorized transportation connections should be clearly defined in a combination of 2 or more of the following ways:

- a 6 inch vertical curb in combination with a raised walkway.
- a trellis, special railing, bollards, and/or other architectural features to accent the walkway at key points.
- a continuous landscape area minimum 3 feet wide on at least one side of the walkway, except as walkways cross vehicular travel lanes (where walkways abut a public right-of-way and/or driving aisles, the landscape area shall be provided between the walkway and the public right-of-way or driving aisle).

3. Pedestrian connections should be reinforced with pedestrian scale lighting, bollard lighting, accent lighting or a combination thereof to aid in pedestrians way-finding.

4. Pedestrian walkways should include clear sight lines to building entrances and should not be less than 4 feet wide.

5. Where landscape areas are provided, plant material should consist of a mixture of evergreen and deciduous trees and shrubs. A minimum 20% of plant varieties should provide year-round color, texture and/or other special interest. Shrubs should be maintained at a maximum 3 foot height for visibility. Ground covers should be evergreen varieties.

COMMON SPACE

Intent

To ensure that the commercial and mixed use developments of Sedro-Woolley have a variety of places that are accessible, comfortable and appealing to the public. The property owner retains control and ownership of the space.

Standards

Required:

1. Each development of over 5,000 square feet of lot or 5,000 square feet of building area shall provide at least one public space according to the following formula:

One percent of the building area plus one percent of the lot area = minimum public space.

Examples of Public Space Requirement

Lot size	Building size	Public Space
50,000	10,000	600 sq. ft.
30,000	15,000	450 sq. ft.
10,000	7,500	175 sq. ft.

2. Such common space shall be visible and accessible from a public sidewalk and should be contiguous and concentrated in one or two locations rather than scattered in small, unusable portions. It is preferred that such space be in close proximity to the main entrance of the building to take advantage of the flows of pedestrians, but other locations may be considered if they are visible and accessible to the public.

3. Such common space shall be provided in one or more of the following forms, as defined in this document:

- a) Plaza
- b) Green
- c) Courtyard
- d) Forecourt
- e) Sitting Area
- f) Widened Sidewalk
- g) Rain Garden Stormwater Treatment Area
- h) Art or Water Feature
- i) Special interest information, including historical information

The amount of area devoted to satisfying this requirement may be deducted from the amount of space otherwise devoted to parking lot landscaping.

4. Walking surface shall include two or more types of paving material, or treatment.

5. Private Open Space for Residential Portion:

- a) For sites with residential uses, a minimum of 15% of the area required for landscaping and open space shall be designed as private open space for use by residents.

OR

- b) Commercial developments incorporating residential uses shall have at least ten (10) five percent of the building area in a common open space accessible only to residents in addition to individual open spaces such as patios or decks.

Example of residential common open space requirement

Residential size	Open space size
6,000 sq. ft. (7-8 apartments)	300 600 sq. ft.
20,000 sq. ft.	1000 2,000 sq. ft.

Guidelines

Encouraged:

1. This space should be contiguous and concentrated in one or two locations, in close proximity to the main entrance of the building. The open space should take advantage of sunlight.

Should include at least three of the following:

- Landscaping;
- Lighting at pedestrian scale such as bollards or other accents;
- Special paving, such as pervious paving to improve drainage;
- Public art;
- Seating;
- Water feature;
- Public information kiosk

PLAZAS, COURTYARDS, AND SEATING AREAS

Intent

To reinforce the pedestrian nature of Sedro-Woolley by providing usable public open space. Provide appropriately sized pathways with site amenities to create a space that is welcoming for pedestrian. Lighting and wall heights, as well as landscaping and site furnishings should be at scale to the pedestrian, not to autos.

Standards

Required:

1. Where provided, pedestrian spaces shall be visible, well lit and accessible to the public.
2. Plazas, courtyards and other pedestrian spaces shall include at least three of the following:
 - special interest planting with a wide range of plant materials including perennials and flowering shrubs. A minimum 65% of plant material used shall provide seasonal flower and/or foliage color;
 - pedestrian scale, bollard, or other accent lighting;
 - special paving, such as colored/stained concrete, brick or other unit paver. The use of LID materials, if appropriate to the site conditions, is encouraged;
 - public art with a valuation of at least one-half of 1% of the total construction cost;
 - seating, such as benches, tables, or low seating walls; or
 - water feature

SITE FURNISHINGS

Intent

To create a more pedestrian friendly street frontage through the use of permanent site furnishings at main pedestrian walkways, building entrances and other pedestrian areas.

Standards

Required:

1. Permanent site furnishings, such as benches, tables and other pedestrian and non-motorized transportation amenities shall be made of durable, weather-resistant and vandal-resistant materials.
2. Permanent site furnishings shall be consistent with the overall character and appearance of the development.
3. Site furnishings shall not block pedestrian access to main walkways, open space areas and/or building entrances.
4. Lighting shall be lower than in streets and parking lots to maintain a pedestrian scale.

Guidelines

Encouraged:

4. Permanent site furnishings, such as benches, tables, bike racks and other pedestrian amenities are encouraged to be provided at main pedestrian walkways, building entrances, plazas, open space and other pedestrian areas.

BUILDING DESIGN

ORIENTATION TO STREET

Intent

To ensure that buildings add to the liveliness of streets and the overall community character. Building orientation is intended to create a welcoming streetscape for users of the public right-of-way. Orienting buildings toward and/or using landscaping to buffer parking areas visible from the main arterial creates an environment that fosters pedestrian use of city sidewalks, which improves

the overall perception of the streetscape as a welcoming and safe environment. Creating such areas along the main thoroughfare can improve the regional perception of the community, making the city a more attractive place to shop. Making the Mixed Commercial zone a safe and attractive place for pedestrians and non-motorized transportation is of high priority.

Standards

Required:

1. Buildings ~~along with~~ or trees and landscaping shall be predominant, rather than parking lots and free-standing signs.
2. Pedestrian and non-motorized transportation access to the building shall be visually and functionally clear and should offer a convenient alternative to walking through driveway entrances and exits.

Guidelines

Encouraged:

3. People traveling along arterial streets should be able to see storefronts, windows, merchandise, and other aspects of business activity.
4. Parking should be on opposite side of building from the main arterial.

SETBACKS

Intent

To ensure the visibility of retail businesses and establish active, lively uses within close proximity to the sidewalk.

Guidelines

Encouraged:

1. Commercial buildings should be set as close as possible to the sidewalk, instead of located behind parking lots.
2. Portions of buildings should be set as close as possible to the sidewalk or property line, which can be accomplished in various ways. For instance, major portions of single buildings should abut the sidewalk. In multi-building developments, one or more buildings should be set to the sidewalk.
3. The requirement for Common Space may be reduced in the instance where a development locates its parking area behind the building and locates the building as close as is practical to the public sidewalk and street frontage.

LIGHTING

Standards

~~Light standards shall not exceed 20' in height for maximum security and shall include full cutoff luminaires so as not to shine onto adjacent properties or produce glare.~~

WEATHER PROTECTION

Intent

To provide weather protection for pedestrians.

Standards

Required:

1. Where buildings are adjacent to a public sidewalk, canopies or awnings shall be provided. The minimum depth of any canopy or awning shall be 5 ft unless limited by the building code. The

vertical dimension between the underside of a canopy or awning and the sidewalk shall be at least 8 ft and no more than 12 ft.

2. Weather protection can be combined with the method used to achieve visual prominence at entrances, and to protect bicycle racks.

3. Internal illumination (under-lighting) of awnings shall not be allowed unless the awning material is opaque. However, pedestrian-scale lighting and other down-lighting is allowed beneath awnings.

ROOFLINE EXPRESSION (*Note: This standard does not apply to purely residential buildings*)

Intent

To ensure that rooflines present a distinct profile and appearance for the building and express the neighborhood character.

Standards

Required:

1. Commercial buildings shall include extended parapets and projecting cornices to create a prominent edge when viewed against the sky. Sloping roof elements are allowed but not required.

CONCEALING ROOFTOP EQUIPMENT

Intent

To screen view of rooftop mechanical and communications equipment where visible from the street level.

Standards

Required:

1. Mechanical equipment shall be screened by extended parapet walls or other roof forms that are integrated with the architecture of the building.

2. Painting equipment, erecting fences, and using mansard-type roofs are not acceptable methods of screening.

3. Communication equipment shall be blended in with the design of the roofs, rather than being merely attached to the roof deck.

EXPRESSION AT ENTRANCES TO LARGE DEVELOPMENTS

Intent

To provide a reference point at the end of a block of façades or to mark intersections or entrances to developments larger than 5 acres, by providing visual interest at their entrance to the street.

Guidelines

Encouraged:

1. Developments at intersections should emphasize this unique aspect with two or more of the following methods:

- a) placement of the primary entry
- b) articulation
- c) towers
- d) plazas
- e) distinctive roof forms
- f) other architectural features
- g) landscaping

DRIVE-THRU BUSINESSES

Intent

To reduce the impact of car-oriented drive-thru businesses on pedestrian and non-motorized transportation activity.

Standards

Required:

1. When the drive-thru window or stacking space/lane is located on the street side of a building, screening shall be required between the driving lane/drive-thru window and the street and sidewalk.

Guidelines

Discouraged:

2. Drive-thru windows should not be allowed between the building and the street.

SCREENING BLANK WALLS

Guidelines

Required:

Walls greater than 50 feet in length shall use two or more of the following techniques to minimize the apparent bulk:

Landscaping with columnar tree varieties;

Windows or other fenestration

Material and/or texture change

Color variation

Setbacks or wall modulation

...

Section 3. EFFECTIVE DATE. This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

Section 4. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____ 2011, and signed in authentication of its passage this _____ day of _____ 2011.

Mike Anderson, Mayor

Attest:

Patsy Nelson, City Clerk/Treasurer

Approved as to form:

Eron Berg, City Attorney

Published _____

EXHIBIT B

Planning Commission Findings of Fact, Conclusions and Recommendations

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION
STATE OF WASHINGTON**

In the Matter of:

**Amendments to the Sedro-Woolley
Design Standards and Guidelines**

**PLANNING COMMISSION
FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on Tuesday, February 15, March 15, 2011 and April 19, 2011 as described in the Planning Department Staff Report dated February 15, 2011 and hereby attached and made a part of this decision.

Description of proposal

As a result of a major rezone effort in 2009, more Mixed Commercial (MC) zoned property became available throughout the City. Most MC zoned property is located along the major thoroughfares in Sedro-Woolley. In an effort to assure that future development in the MC zone meets the goals and interests of the community, the Planning Commission considered revisions to the City's design standards and guidelines for the MC Zone. The Planning Commission held three public hearings and several public meetings and over the spring and summer of 2011. After close consideration of the community input received, the Planning Commission makes the following Findings of Fact, Conclusions and Recommendations:

PLANNING COMMISSION FINDINGS OF FACT

1. After the City completed a major city-wide rezone in early 2010, the City Council and Planning Commission recognized that many of the properties located along the major roads through town are now zoned Mixed Commercial. Because the development along these roads is the only part of the City that most passers-through see, it is imperative that the MC is well planned, aesthetically interesting and easily accessible. The image of the City is affected by the appearance of development in the MC zone. Therefore, it is imperative that the *City of Sedro-Woolley Design Standards and Guidelines* for the MC zone encourage the type of development that represent the community's vision and at the same time meets the businesses' needs.
2. The Planning Commission was assigned the task of reviewing the design standards and guidelines for the MC zone and scheduled its first public hearing on the issue for February 15, 2011.
3. On February 15, 2011 the Planning Commission held its first public hearing on the task of reviewing the design standards and guidelines for the MC zone. At the hearing, staff presented a staff report (Attachment A) and the Planning Commission opened a public hearing to receive testimony from the public.

4. A staff report dated February 15, 2011 was submitted to and reviewed by the Planning Commission prior to the public hearings. The staff report was also available to the public ahead of the hearing date.
5. The *City of Sedro-Woolley Design Standards and Guidelines* manual has two sections relevant to the MC zone: the Standards and Guidelines for All Development section and the Additional Standards for the Mixed Commercial Zone section.
6. On March 15, 2011 the Planning Commission held its second public hearing on the design standards and guidelines for the MC zone.
7. On April 19, 2011 the Planning Commission held its third public hearing on design standards and guidelines for the MC zone.
8. In compliance with Chapters 17.60 and 2.90 SWMC, notice of the February, March and April Public Hearings in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald ahead of each hearing.
9. On May 17, 2011, the Planning Commission held the first of three informal public meetings (not formal hearings) on design standards and guidelines for the MC zone. At those meeting, the Planning Commission held informal round-table discussions where the Commissioners and the public could sit together and review the details of the proposal together.
10. On August 16, 2011 the Planning Commission concluded its discussion of design standards and guidelines for the MC zone and made a motion to recommend several changes to the Sedro-Woolley Design Standards and Guidelines. No changes to the zoning code for the Mixed Commercial zone (Chapter 17.20 SWMC) are recommended. The motion carried 4-0.

PLANNING COMMISSION CONCLUSIONS

1. The attached recommendations have been developed with the input of the citizens of Sedro-Woolley represent the intent and wishes of the people.
2. The attached recommendations, having been reviewed with accordance with applicable state and local rules, are in the best interest of the people of Sedro-Woolley.

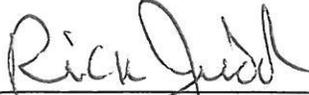
PLANNING COMMISSION RECOMMENDATIONS

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 Design Standards and Guidelines as shown in Attachment 2.

ATTACHMENTS

- Attachment 1 – Staff Report Dated February 15, 2011
- Attachment 2 – Final PC recommended amendments to Design Standards and Guidelines

CERTIFICATION



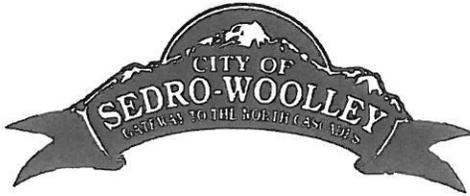
 Rick Judd, Planning Commission Chairman
 Findings of Fact, Conclusions and Recommendation
 Design Review Standards Amendments

12-7-11

 Date

Attachment 1

February 15, 2011 Staff Report and Exhibits A- D of Staff Report



CITY OF SEDRO-WOOLLEY
PLANNING DEPARTMENT
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

TRANSMITTAL & REPORT MEMORANDUM

DATE: February 15, 2011

TO: Sedro-Woolley Planning Commission

REGARDING Update to Development Standards and Design Standards for the Mixed Commercial Zone

FROM: 
John Coleman, Senior Planner

The following Findings of Fact are submitted by the Planning Department proposing amendments to Chapter 17.20 of the Sedro-Woolley Municipal Code (SWMC) and the Sedro-Woolley Design Standards and Guidelines to implement changes intended to improve the aesthetics of and pedestrian accessibility in the Mixed Commercial (MC) Zone. This report serves as the staff report for the proposed amendments and was submitted in accordance with Chapter 2.90 SWMC.

FINDINGS OF FACT

PROPOSAL

A proposal by the Sedro-Woolley Planning Commission to revise the design standards and guidelines for the Mixed Commercial (MC) Zone. The Standards and Guidelines manual is adopted by reference in Sedro-Woolley Municipal Code (SWMC) 15.44.030. Though this proposal primarily intends to update the portions of the design manual affecting commercial development, amendments may also be made to the MC zoning code, Chapter 17.20 SWMC as a may be necessary to achieve the intended development goals in the MC Zone.

ANALYSIS

In 2010, the Planning Commission outlined a list of agenda items that the commission would like to address. The City Council subsequently reviewed and prioritized that 2010 work plan. One of those priorities is to revise the design standards and guidelines for the Mixed Commercial Zone.

The City adopted a Design Standards and Guidelines manual (manual) in 2005. That was the first attempt at such a document in Sedro-Woolley. The manual has been very useful, but after six years of using the manual, modifications and revisions are necessary to assure the document meets the current needs of the community. Last year, the Planning Commission, and City Council adopted, changes to the zoning map that resulted in an expansion of the amount of MC zoned land. Since major land use designation changes were made that may affect the way commercial areas develop, the Planning Commission requested that the sections of the manual which relate to Mixed Commercial development be updated. This is the beginning of that process.

One major concept discussed by the Planning Commission was to encourage development in the MC Zone that is more visually appealing from the road than standard commercial development, which typically locates parking lots in between the major road and the commercial space. Also discussed was a desire to make commercial areas more pedestrian friendly, like traditional downtown business districts. Options to improve the visual appearance may include landscape screening of parking lots in front of businesses, or moving the business up to the front property line and locating parking on the side or rear of the businesses. These principals are common to new developments built as “urban villages,” an increasingly common concept for commercial development. The Planning Commission discussed similar concepts in 2008 as the commission reviewed a proposal to designate certain properties as an urban village. The concept behind that proposal – the Urban Village Mixed Use proposal – passed, in the form of an overlay.¹ It is anticipated that many of the principals of an urban village design and layout will be incorporated into Mixed Commercial design standards and zoning code. Other terms that one can research to find out more about concepts that attempt to incorporate improved design standards and pedestrian oriented site layout are “New Urbanism,” “livable communities” and/or “smart growth.” Visual examples of such developments are included as Exhibit C.

Exhibit A includes the existing design standards for mixed commercial. Though this proposal primarily intends to update the portions of the design manual affecting commercial development, amendments to the MC zoning code may also be necessary to achieve the intended development goals in the MC Zone. No changes to manual or Chapter 17.20 are proposed at this time. At the tail end of the project, the SEPA process for a non-project proposal will need to be completed.

¹ The design standards and zoning regulations for the Mixed Use Urban Village Overlay have not been finalized, however the Planning Commission will be working on that project in the near future.

COMPATIBILITY OF PROPOSAL WITH THE COMPREHENSIVE PLAN

The following are excerpts from the Comprehensive Plan that are relevant to the proposed amendments to the Mixed Commercial Zoning Code and Design Standards. After each excerpt are staff's comments on how the proposal is compliant with the Comprehensive Plan. Comprehensive Plan language appears in *italics* and staff comments are in regular font. Overall the proposal to encourage development in the Mixed Commercial zone to be pedestrian oriented appears to be consistent with the Comprehensive Plan.

Land Use Element – Land Use Goals and Policies

Policy LU5.8: Encourage high standards of appearance in all residential areas and in other high visibility areas. The proposal to revise the design standards is intended to improve the appearance of new development in the Mixed Commercial Zone, which is primarily located along busy thoroughfares. Development in the MC zone is highly visible.

Goal LU6: To provide clear review and approval processes for land use actions. 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 entrance to the city and at selected nodes along major roads. The goal of the project is to revise the design standards so as to allow new development in the MC Zone to be a compatible mix of commercial and residential development. The revised standards are intended to present an attractive and welcoming appearance.

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. The design review procedures have already been developed. This action is to revise the design standards that have already been approved. The process is open to the public and has been noticed in the city newspaper of record.

Policy LU19.1: Encourage the use of alternative modes of transportation, such as carpooling, public transit, walking and biking, in order to reduce the amount of automobile emissions. The proposal to is intended to create pedestrian-friendly commercial development, thereby making it easier to walk or bike to the destination.

RECOMMENDATION

Staff recommends that the Planning Commission hear public comments at the February 15, 2011 public hearing and hold further hearings before making a recommendation to the City Council. Based on the Planning Commission's input and public comments received at the first hearing, staff will make recommended changes to the text of the manual (and MC zoning code if necessary). Those recommendations will be available before subsequent hearing on this topic.

PUBLIC PARTICIPATION

Interested parties can comment on the proposed changes in writing or at the hearing. Complete project files are available for review at the Planning Department located at 325 Metcalf Street, Sedro-Woolley. The Sedro-Woolley Planning Commission will make a recommendation to the City Council on the proposed amendments.

The Planning Commission will hold a public hearing February 15, 2011 at 6:30 PM at the City Hall Council Chambers located at 325 Metcalf Street.

NOTICE OF PUBLIC HEARING PUBLISHED IN SKAGIT VALLEY HERALD: February 5, 2011

EXHIBITS:

- A. Current Design Standards for the Mixed Commercial Zone
- B. Current MC Zoning Code (Chapter 17.20 SWMC)
- C. Photo examples of mixed commercial/residential development
- D. Notice of Public Hearing

Additional Standards for The Mixed Commercial Zone

SITE DESIGN

DRIVEWAYS AND PARKING LOCATION

Intent

The intent is to reduce the number of access points onto the state highways, and to minimize the effect of parking lots from the sidewalks and streets while providing a safe line of vision in the area.

Guidelines

Required:

1. Driveways are limited to one per 150 feet of street frontage, unless approved by city engineer. Shared driveways are encouraged.
2. Parking shall be disbursed so that no more than 30% of the primary street frontage is in parking and no more than 70% of a secondary street. This requirement may be adjusted if Low Impact Development techniques are used, such as bio-infiltration or swales.
3. Parking Screening: Parking located along a street shall be screened as follows:
 - Ten (10)-foot wide planting area between the parking lot and sidewalk to include trees fifteen (15) feet on center;
 - An evergreen hedge no higher than four (4) feet.

Additional plantings and ground cover less than four feet at maturity to provide 85% coverage at three years.

4. Commercial parking lots as a stand-alone use: Five-foot screening area including low walls, raised planter walls, landscaping and/or fencing up to four feet. Fencing up to 6 feet tall may be included if it is 75% transparent and includes a five-foot wide area landscaped. Chain link fence may be allowed as an element of an artistically designed architectural screening wall.
5. Bicycle parking: One bicycle space shall be provided for every 10 vehicle parking spaces, at least half of which must be sheltered from the weather.

CONNECTIONS TO ADJACENT DEVELOPMENT

Intent

The mixed-commercial zone is located primarily along the city's two state highways for ease of access. The intent of these standards are to create a network of safe, convenient, and attractive internal linkages for pedestrians between retail and mixed use developments; create an attractive physical environment to welcome customers and visitors; encourage the creation of safer commercial neighborhoods and live/work space by allowing multifamily residences in association with commercial uses; respect the existing small-town character of Sedro-Woolley with its street grid, buildings lining the street, street trees, and pedestrian scale; and provide for safe pedestrian circulation in areas typically dominated by vehicles.



Standards:

1. Chain link fence of any type or coating may not be used to separate pedestrians from vehicular traffic or to define pedestrian walkways, unless as an element of an artistically designed architectural screening wall. .

Guidelines:

Encouraged:

2. Pedestrian connections should be clearly defined in a combination of 2 or more of the following ways:
- a 6 inch vertical curb in combination with a raised walkway.
 - a trellis, special railing, bollards, and/or other architectural features to accent the walkway at key points.
 - a continuous landscape area minimum 3 feet wide on at least one side of the walkway, except as walkways cross vehicular travel lanes (where walkways abut a public right-of-way and/or driving aisles, the landscape area shall be provided between the walkway and the public right-of-way or driving aisle).
3. Pedestrian connections should be reinforced with pedestrian scale lighting, bollard lighting, accent lighting or a combination thereof to aid in pedestrians way-finding.
4. Pedestrian walkways should include clear sight lines to building entrances and should not be less than 4 feet wide.
5. Where landscape areas are provided, plant material should consist of a mixture of evergreen and deciduous trees and shrubs. A minimum 20% of plant varieties should provide year-round color, texture and/or other special interest. Shrubs should be maintained at a maximum 3 foot height for visibility. Ground covers should be evergreen varieties.

COMMON SPACE

Intent

To ensure that the commercial and mixed use developments of Sedro-Woolley have a variety of places that are accessible, comfortable and appealing to the public. The property owner retains control and ownership of the space.

Standards

Required:

1. Each development of over 5,000 square feet of lot or 5,000 square feet of building area shall provide at least one public space according to the following formula:

One percent of the building area plus one percent of the lot area = minimum public space.

Examples of Public Space Requirement

Lot size	Building size	Public Space
50,000	10,000	600 sq. ft.
30,000	15,000	450 sq. ft.
10,000	7,500	175 sq. ft.

2. Such common space shall be visible and accessible from a public sidewalk and should be contiguous and concentrated in one or two locations rather than scattered in small, unusable portions. It is preferred that such space be in close proximity to the main entrance of the building to take advantage of the flows of pedestrians, but other locations may be considered if they are visible and accessible to the public.

3. Such common space shall be provided in one or more of the following forms, as defined in this document:

- a) Plaza
- b) Green
- c) Courtyard
- d) Forecourt
- e) Sitting Area
- f) Widened Sidewalk
- g) Rain Garden Stormwater Treatment Area
- h) Art or Water Feature
- i) Special interest information, including historical information

The amount of area devoted to satisfying this requirement may be deducted from the amount of space otherwise devoted to parking lot landscaping.

4. Walking surface shall include two or more types of paving material, or treatment.

5. Private Open Space for Residential Portion:

- a) For sites with residential uses, a minimum of 15% of the area required for landscaping and open space shall be designed as private open space for use by residents.

OR

- b) Commercial developments incorporating residential uses shall have at least five percent of the building area in a common open space accessible only to residents in addition to individual open spaces such as patios or decks.

Example of residential common open space requirement

Residential size	Open space size
6,000 sq. ft. (7-8 apartments)	300 sq. ft.
20,000 sq. ft.	1000 sq. ft.

Guidelines

Encouraged:

1. This space should be contiguous and concentrated in one or two locations, in close proximity to the main entrance of the building. The open space should take advantage of sunlight.

Should include at least three of the following:

- Landscaping;
- Lighting at pedestrian scale such as bollards or other accents;
- Special paving, such as pervious paving to improve drainage;
- Public art;
- Seating;
- Water feature;
- Public information kiosk

PLAZAS, COURTYARDS, AND SEATING AREAS

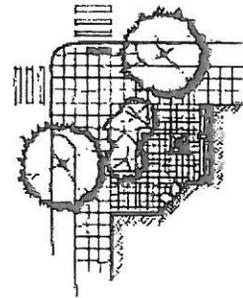
Intent

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Standards

Required:

1. Where provided, pedestrian spaces shall be visible and accessible to the public.
2. Plazas, courtyards and other pedestrian spaces shall include at least three of the following:
 - special interest planting with a wide range of plant materials including perennials and flowering shrubs. A minimum 65% of plant material used shall provide seasonal flower and/or foliage color.
 - pedestrian scale, bollard, or other accent lighting
 - special paving, such as colored/stained concrete, brick or other unit paver. The use of LID materials, if appropriate to the site conditions, is encouraged.
 - public art with a valuation of at least one-half of 1% of the total construction cost



- seating, such as benches, tables, or low seating walls
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SITE FURNISHINGS

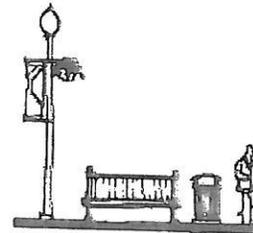
Intent

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Standards

Required:

1. Permanent site furnishings, such as benches, tables and other pedestrian amenities shall be made of durable, weather-resistant and vandal-resistant materials.
2. Permanent site furnishings shall be consistent with the overall character and appearance of the development.
3. Site furnishings shall not block pedestrian access to main walkways, open space areas and/or building entrances.



Guidelines

Encouraged:

4. Permanent site furnishings, such as benches, tables, bike racks and other pedestrian amenities are encouraged to be provided at main pedestrian walkways, building entrances, plazas, open space and other pedestrian areas.

BUILDING DESIGN

ORIENTATION TO STREET

Intent

To ensure that buildings add to the liveliness of streets and the overall community character.

Standards

Required:

1. Buildings, along with trees and landscaping shall be predominant, rather than parking lots and free-standing signs.
2. Pedestrian access to the building shall be visually and functionally clear and should offer a convenient alternative to walking through driveway entrances and exits.



Guidelines

Encouraged:

3. People traveling along arterial streets should be able to see storefronts, windows, merchandise, and other aspects of business activity.

SETBACKS

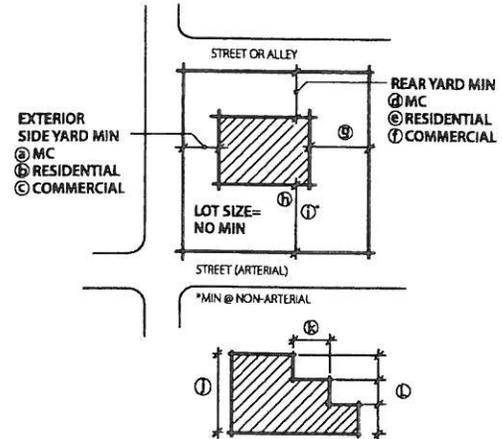
Intent

To ensure the visibility of retail businesses and establish active, lively uses within close proximity to the sidewalk.

Guidelines

Encouraged:

1. Commercial buildings should be set as close as possible to the sidewalk, instead of located behind parking lots.
2. Portions of buildings should be set as close as possible to the sidewalk or property line, which can be accomplished in various ways. For instance, major portions of single buildings should abut the sidewalk. In multi-building developments, one or more buildings should be set to the sidewalk.
3. The requirement for Common Space may be reduced in the instance where a development locates its parking area behind the building and locates the building as close as is practical to the public sidewalk and street frontage.



LIGHTING

Standards

Light standards shall not exceed 20' in height for maximum security and shall include full cutoff luminaires so as not to shine onto adjacent properties or produce glare.

WEATHER PROTECTION

Intent

To provide weather protection for pedestrians.

Standards

Required:

1. Where buildings are adjacent to a public sidewalk, canopies or awnings shall be provided. The minimum depth of any canopy or awning shall be 5 ft unless limited by the building code. The vertical dimension between



- the underside of a canopy or awning and the sidewalk shall be at least 8 ft and no more than 12 ft.
2. Weather protection can be combined with the method used to achieve visual prominence at entrances, and to protect bicycle racks.
 3. Internal illumination (under-lighting) of awnings shall not be allowed unless the awning material is opaque. However, pedestrian-scale lighting and other down-lighting is allowed beneath awnings.

ROOFLINE EXPRESSION *(Note: This standard does not apply to purely residential buildings)*

Intent

To ensure that rooflines present a distinct profile and appearance for the building and express the neighborhood character.

Standards

Required:

1. Commercial buildings shall include extended parapets and projecting cornices to create a prominent edge when viewed against the sky. Sloping roof elements are allowed but not required.



CONCEALING ROOFTOP EQUIPMENT

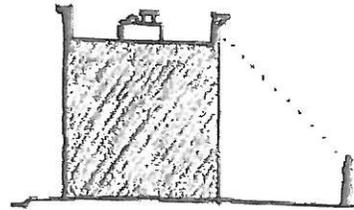
Intent

To screen view of rooftop mechanical and communications equipment where visible from the street level.

Standards

Required:

1. Mechanical equipment shall be screened by extended parapet walls or other roof forms that are integrated with the architecture of the building.
2. Painting equipment, erecting fences, and using mansard-type roofs are not acceptable methods of screening.
3. Communication equipment shall be blended in with the design of the roofs, rather than being merely attached to the roof deck.



Raised parapet

EXPRESSION AT ENTRANCES TO LARGE DEVELOPMENTS

Intent

To provide a reference point at the end of a block of façades or to mark intersections or entrances to developments larger than 5 acres, by providing visual interest at their entrance to the street.

Guidelines

Encouraged:

1. Developments at intersections should emphasize this unique aspect with two or more of the following methods:

- a) placement of the primary entry
- b) articulation
- c) towers
- d) plazas
- e) distinctive roof forms
- f) other architectural features
- g) landscaping

DRIVE-THRU BUSINESSES

Intent

To reduce the impact of car-oriented drive-thru businesses on pedestrian activity.

Standards

Required:

1. When the drive-thru window or stacking space/lane is located on the street side of a building, screening shall be required between the driving lane/drive-thru window and the street.

Guidelines

Discouraged:

2. Drive-thru windows should not be allowed between the building and the street.

SCREENING BLANK WALLS

Guidelines

Required:

Walls greater than ~~100~~ 50 feet in length shall use two or more of the following techniques to minimize the apparent bulk:

- Landscaping with columnar tree varieties;
- Windows or other fenestration
- Material and/or texture change
- Color variation

Setbacks or wall modulation

EXHIBIT B
To February 15, 2011 Staff Report

Chapter 17.20

MIXED COMMERCIAL (MC) ZONE

Sections:

- 17.20.005 Intent.
- 17.20.010 Use restrictions.
- 17.20.020 Bulk restrictions.
- 17.20.030 Minimum lot size requirements.
- 17.20.040 Hazardous waste.
- 17.20.050 Design review.
- 17.20.060 Parking for residential uses in the MC zone.

17.20.005 Intent.

The intent of this zone is to encourage a compatible mix of commercial and residential development. Standards are intended to present an attractive and welcoming appearance to visitors at the entrances to the city and at selected nodes along major roads; manage traffic impacts; encourage more non-motorized trips and reduce stormwater runoff. Commercial development should be scaled down when adjacent to residential areas to improve compatibility between uses. (Ord. 1484-04 § 7 (part), 2004)

17.20.010 Use restrictions.

Use restrictions in the mixed commercial (MC) zone shall be as follows:

A. Permitted Uses.

1. Retail, general services, recreational and cultural uses, light manufacturing, low-intensity agriculture;
2. Residential units contained above the first story of a commercial building (live/work units are specifically included), limited to eight such units per building;
3. *Repealed by Ord. 1709-11;*
4. Public uses;
5. Public utilities, other than wireless communications facilities;
6. Health facilities and services.

B. Conditional Uses.

1. Quasi-public uses.
2. Wireless communications facilities.
3. All other uses not otherwise prohibited.

C. Prohibited Uses. All uses not allowed as permitted or conditional uses are prohibited. Adult entertainment is a prohibited use in this zone. (Ord. 1709-11 § 1, 2011; Ord. 1522-05 § 1, 2005; Ord. 1484-04 § 7 (part), 2004; Ord. 1312-98 § 1 (part), 1998; Ord. 1309-98 § 6, 1998; Ord. 1013 § 2.04.01, 1985)

17.20.020 Bulk restrictions.

A. Minimum setbacks to adjacent zones:

1. Setbacks to residential (R-5, R-7 and R-15) zones: front setbacks on an arterial street shall be a minimum of twenty feet and a maximum of fifty feet. On a nonarterial street, front setbacks shall be a minimum of ten feet and a maximum of twenty feet. Side

setbacks shall be a minimum of thirty-five feet, which may be reduced to twenty feet if building step-backs as required by the design standards and guidelines are incorporated into the site design pursuant to SWMC Chapter 15.44. Rear setbacks shall be a minimum of twenty feet.

2. Setbacks to all other zones: front setbacks on an arterial street shall be a minimum of twenty feet and a maximum of fifty feet. On a nonarterial street, front setbacks shall be a minimum of ten feet and a maximum of twenty feet. Side setbacks shall be a minimum of twenty feet. Rear setbacks shall be a minimum of twenty feet.

3. Setbacks to the MC zone: buildings shall maintain a minimum ten foot setback to all lot lines when adjacent to other properties zoned MC.

B. Maximum building height: thirty-five feet.

Exception: sixty feet, if minimum side and rear setbacks required in subsection A of this section are doubled. (Ord. 1677-10 § 1 (part), 2010; Ord. 1522-05 § 2, 2005; Ord. 1484-04 § 7 (part), 2004; Ord. 1387-00 § 1, 2000; Ord. 1312-98 § 1 (part), 1998; Ord. 1013 § 2.04.02, 1985)

17.20.030 Minimum lot size requirements.

A. Lot area: There is no categorical minimum lot size for permitted uses in this zone. However the lot size may be made a condition of approval in design review and conditional uses if relevant in those proceeding.

B. Lot frontage on a public street or private street: twenty feet. (Ord. 1484-04 § 7 (part), 2004; Ord. 1312-98 § 1 (part), 1998; Ord. 1013 § 2.04.03, 1985)

17.20.040 Hazardous waste.

On-site hazardous waste treatment and storage facilities as accessory to a permitted or conditional use are allowed a conditional use; provided, such facilities comply with the state hazardous waste citing standards and Sedro-Woolley and State Environmental Policy Act requirements. (Ord. 1484-04 § 7 (part), 2004; Ord. 1312-98 § 1 (part), 1998; Ord. 1063 § 3 (Exh. B § 2.04.04), 1998)

17.20.050 Design review.

All developments in this zone which are subject to environmental review shall comply with the design review standards of SWMC Chapter 15.44 for conformance with this and other provisions of the city code. (Ord. 1484-04 § 7 (part), 2004)

17.20.060 Parking for residential uses in the MC zone.

The parking requirements for residential uses in the MC zone shall be as follows:

Studio	1 space
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces
Visitor/overflow spaces	1 additional space per 8 units

Parking spaces counted for residential use shall not also be counted towards non-residential parking requirements of SWMC Ch. 17.36 for this zone. (Ord. 1484-04 § 7 (part), 2004).

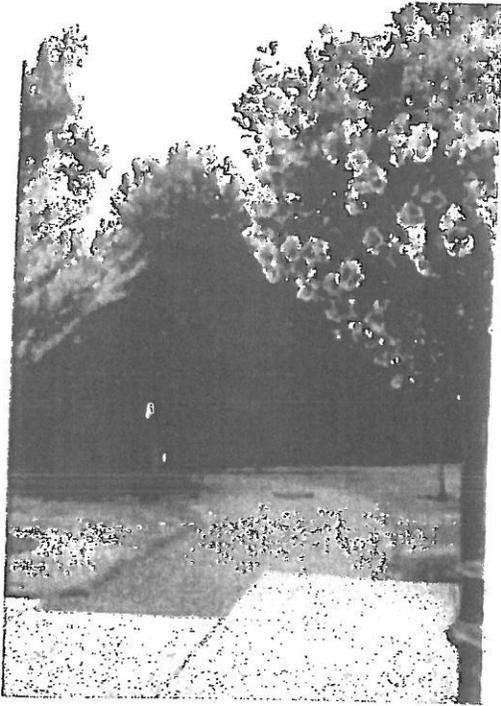
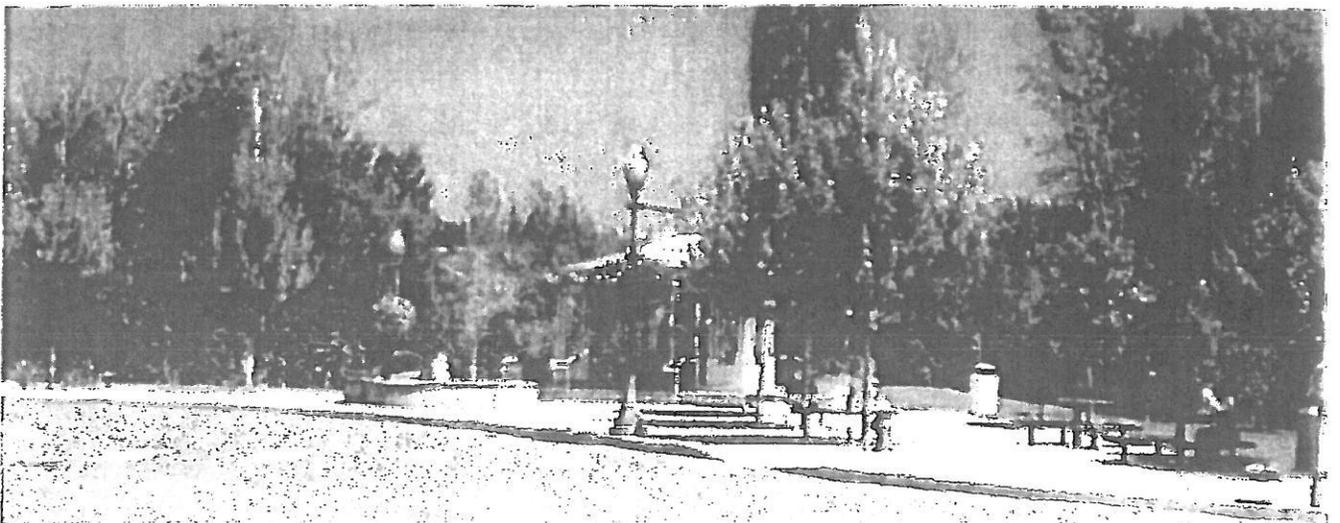
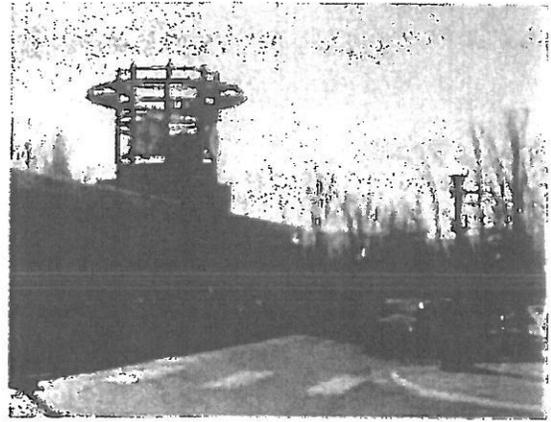
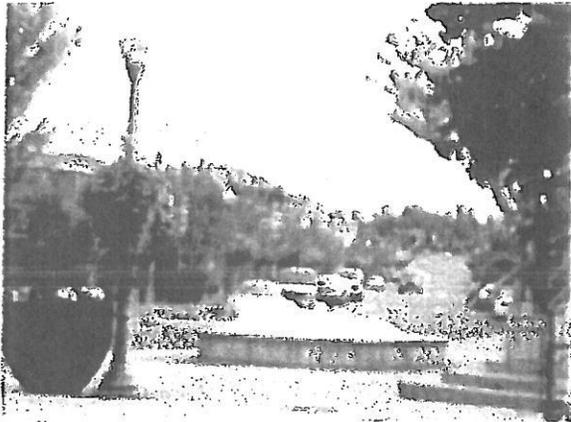
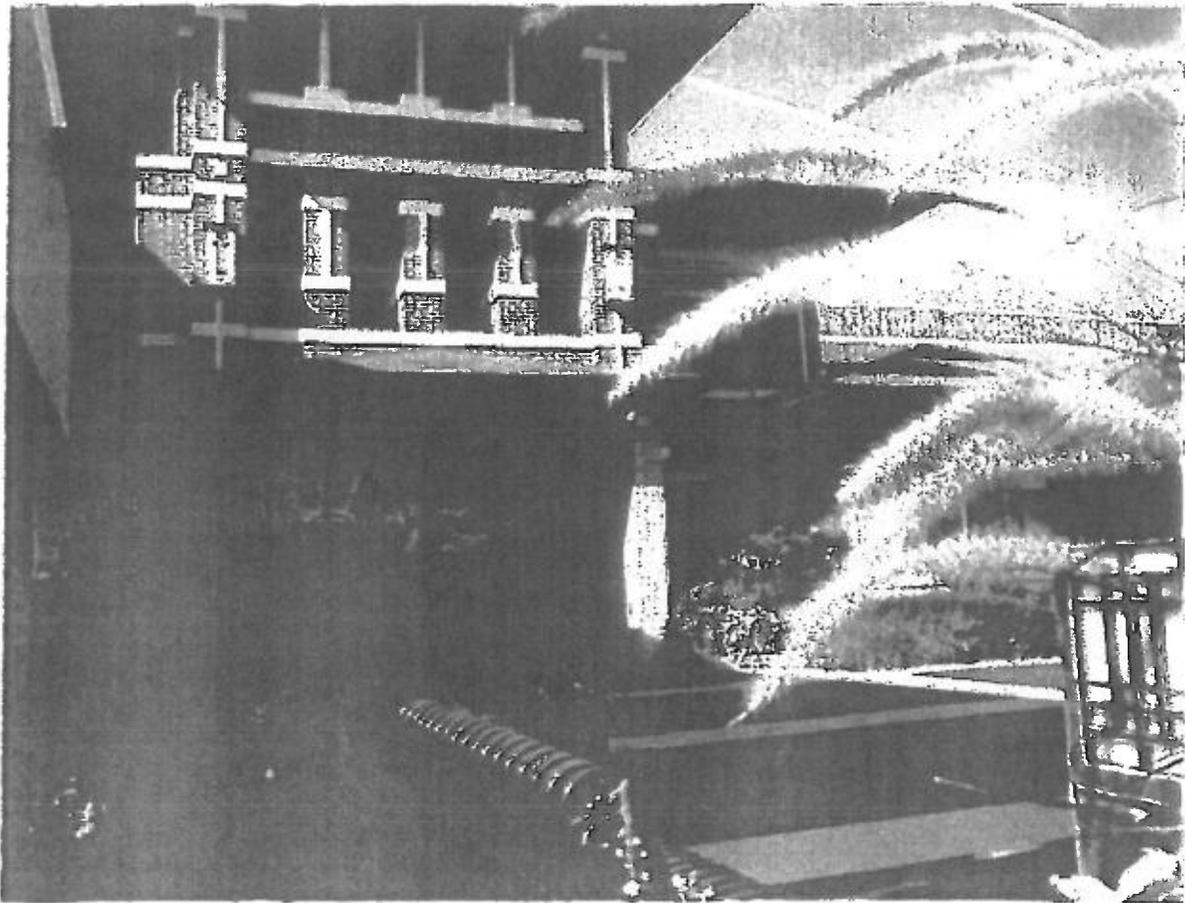
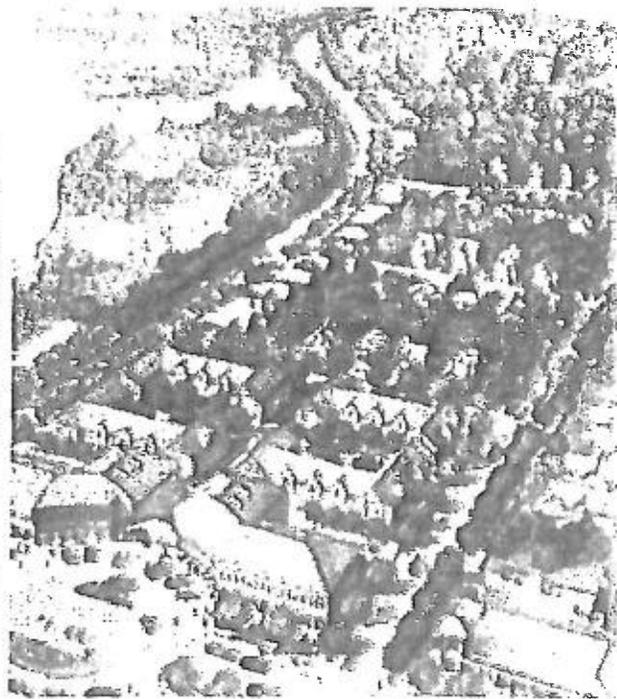


EXHIBIT C
TO FEB 15, 2011 STAFF REPORT



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NOTICE OF PUBLIC HEARINGS & ROUNDTABLE DISCUSSION

CITY OF SEDRO-WOOLLEY

Amendments to Zoning Code, Development Regulations, Comprehensive Plan, Zoning Map and Design Standards

The City of Sedro-Woolley Planning Commission will hold public hearings on **May 17, 2011 at 6:30 PM**, at the Sedro-Woolley Council Chambers located at 325 Metcalf Street, to hear testimony regarding proposed amendments to the City's Zoning Code, Development Regulations, Zoning Map and Design Standards and Guidelines:

1. Consider expanding urban growth area (UGA) to include City-owned property south of current City limits.
2. Proposal to rezone properties historically used as a transportation corridor to Open Space Zoning.

The City of Sedro-Woolley Planning Commission will hold a roundtable discussion following the public hearings:

1. A **roundtable discussion** to review and, if necessary, revise the Design Standards and Guidelines for development in the Mixed Commercial Zone. Changes to the Mixed Commercial zoning code may also be made.

Interested parties can comment on the proposed changes in writing or at the hearing. **Written comments must be received by 4:30 PM May 17, 2011** to be considered at this public hearing. Send written comments to the Sedro-Woolley Planning Department, ATTN: Senior Planner, 325 Metcalf Street, Sedro-Woolley, WA 98284. Complete project files are available for review at the Planning Department between the hours of 8:00 AM to 5:00 PM, Monday through Friday. The Sedro-Woolley Planning Commission will make a recommendation to the City Council on the proposed amendments.

Published in the Skagit Valley Herald: May 9, 2011

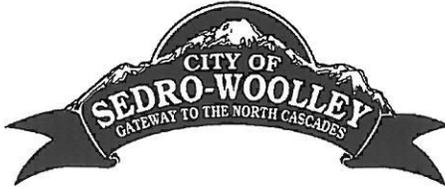
CITY COUNCIL AGENDA
REGULAR MEETING

JAN 11 2012

CITY OF SEDRO-WOOLLEY

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

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



Eron M. Berg
City Supervisor & Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Appointment of Mayor Pro Tem
DATE: January 11, 2012

ISSUE: The Council is required to appoint a mayor pro tem.

BACKGROUND: RCW 35A.12.065 requires the Council to select a mayor pro tem biennially or periodically for a stated term of service.¹ The Council last appointed a mayor pro tem in 2010.

Because this is the beginning of a new biennial period, the Council must take action to appoint a mayor pro tem for 2012 and 2013 or such other term as the Council may desire. Councilman Storrs is the current MPT and remains eligible for reappointment should that be both his and the council's desire.

RECOMMENDATION: Motion to appoint Councilman _____ to serve as mayor pro tem from now until the end of 2013 or until a successor mayor pro tem is appointed.

¹ RCW 35A.12.065: Biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as mayor pro tempore or deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor; or, in lieu thereof, the council may, as the need may arise, appoint any qualified person to serve as mayor pro tempore in the absence or temporary disability of the mayor.