

Next Ord: 1767-13
Next Res: 876-13

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

February 27, 2013

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar1 - 22

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. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
 - Claim Checks #76219 to #76306 in the amount of \$219,853.06 (Void Check #76289)
 - Payroll Checks #54997 to #55097 in the amount of \$191,660.70
- d. Resolution 875-13 - Proclaiming April 14-20, 2013 as Economic Development Week

4. Skagit Valley Tulip Festival Presentation - Cindy Verge
5. Public Comment.....23

UNFINISHED BUSINESS

6. Resolution - Final Plat Approval - Plat of Zoey's Place.....25 - 32
7. Ordinance - PUD Water Utility Franchise (2nd Reading).....33 - 61

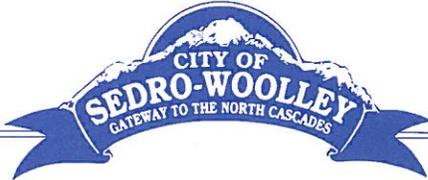
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

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

FEB 27 2013

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



DATE: February 27, 2013
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 February 27, 2013 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.

FEB 27 2013

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
February 13, 2013 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson; Councilmembers: Tony Splane, Tom Storrs, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, Planning Director Coleman, Fire Chief Klinger and Police Chief Wood.

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

Pledge of Allegiance

Mayor Anderson noted that City Supervisor/Attorney Berg, Public Works Director Freiberger and Councilmembers Loy and Wagoner are absent from the meeting as they are attending the AWC Legislative Conference in Olympia.

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting (Including February 6, 2013 Worksession)
- Finance
 - Claim Checks #76096 to 76218 in the amount of \$360,931.43 (Void Check #76125 & 76201)
 - Payroll Checks #54894 to #54996 in the amount of \$259,196.23
- Final Acceptance – Contract 2011-PW-06 SR20, Metcalf to Township Lane Widening and Bicycle/Pedestrian Improvements Project – Interwest Construction, Inc.
- Possible Bid Award – Public Works Agreement No. 2013-PW06 and 15 thru 17 Miscellaneous On-Call Maintenance Services – Purchase Order No. 2013-PO-03 and 04 Sodium Hypochlorite, 12/5% Solution
- Possible Contract Amendment 01 – Contract 2013-PS-05 – Scada & Controls Eng. Inc.
- Supplemental Agreement 2 – Professional Services Agreement No. 2012-PS-14 for Design Phase Services for the SR20/Cook Road Realignment and Extension Project – David Evans & Associates, Inc.
- Proposed Interlocal Agreement with Public Utility District No. 1 of Skagit County RE SR20-Cook Road Realignment and Extension Project
- Resolution 874-13 – Declaring Certain Property as Surplus and Authorizing its Disposition

Mayor Anderson noted the Councilmember Splane has requested Item G – *Supplemental Agreement 2 – Professional Services Agreement No. 2012-PS-14 for Design Phase*

Services for the SR20/Cook Road Realignment and Extension Project be removed from the consent calendar.

Councilmember Storrs moved to approve the consent calendar Items A through I, minus G. Seconded by Councilmember Splane. Motion carried (5-0).

Supplemental Agreement 2 – Professional Services Agreement No. 2012-PS-14 for Design Phase Services for the SR20/Cook Road Realignment and Extension Project --
Removed from Consent Calendar

Councilmember Splane had requested the item to be removed from the consent calendar in order to vote separately on the issue, as he is opposed to the roundabout.

Councilmember Storrs moved to approve Supplemental Agreement 2 – Professional Services Agreement No. 2012-PS-14 for Design Phase Services for the SR20/Cook Road Realignment and Extension Project. Seconded by Councilmember Sandström. Motion carried (4-1, Councilmember Splane opposed).

Public Comment

Elizabeth Fernando – 508 Creek Ln., invited the Council to participate in the upcoming Story Walk Sedro-Woolley 2 to be held on March 9th, courtesy of the Arts Council of Sedro-Woolley. She also passed on comments she received from a citizen regarding the restrooms at Hammer Heritage Square and the behaviors of patrons at the square.

Councilmember Sandström expressed interest in having unisex stalls with no locking doors.

NEW BUSINESS

Request for Community Event Status – Sedro-Woolley Community Troop Support

Marilyn Pineda, Operations Consultant for Sedro-Woolley Community Troop Support addressed the Council to request their event, the Yellow Ribbon Motorcycle Poker Run, be approved as a community event. She noted the organization is a non-profit 501C3 community group who provides care packages to military troops. The poker run is their major fundraiser. She also requested a refund of the fees paid for the reservation of Riverfront Park.

Council discussion ensued regarding number of motorcycles, gambling licensing and size of the event.

Councilmember Sandström moved to add Sedro Woolley Troop Support to the list of Non-Profits and to refund the \$400 already paid. Seconded by Councilmember Lemley. Motion carried (5-0).

Additional discussion took place on the size of event, restroom capacity and vendors.

Business Licensing Services Agreement

Finance Director Nelson reviewed the partnership the City has for business licensing services with the State of Washington which is up for renewal. She provided statistics on revenues with 2012 license fees being the largest we have received, multiple new applications and costs in fees. She noted that the new agreement is requested due to the change in the business licensing being moved from the Department of Licensing to the Department of Revenue. She noted that staff recommends approval of the agreement.

Council discussed the increase of the fee due to partnering with the State.

Councilmember Storrs moved to authorize the Mayor to sign the attached partnership agreement with the Washington State Department of Revenue for business licensing services. Seconded by Councilmember Splane. Motion carried (5-0).

PUD Water Utility Franchise Ordinance

Fire Chief Klinger reviewed the proposed franchise utility agreement with PUD water utility. He noted the special benefit to the City is that PUD will take over the maintenance and care of the fire hydrants. This will be a great savings to the City. Klinger noted the ordinance outlines the responsibilities. He also noted that there is no action requested until the next meeting.

Ordinance – Incorporating RCW 19.60.066 into Sedro Woolley Municipal Code 5.12.110

Police Chief Wood reviewed the proposed ordinance which is to correct a discrepancy between city ordinance and state law pertaining to Pawn Shops. He noted it would disallow pawn shops to be able to take in merchandise that have serial numbers removed or altered. He stated this is more of a housekeeping matter and recommended it be passed.

Council discussion took place to include licensing, second hand stores vs. pawn shops and fees.

Councilmember Storrs moved to approve Ordinance No. 1766-13 An Ordinance of the City of Sedro-Woolley Incorporating RCW 19.60.066 Into Sedro-Woolley Municipal Code 5.12.110. Seconded by Councilmember Splane. Motion carried (5-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Planning Director Coleman – clarified his understanding regarding a proposed interest in annexation of property in the Railroad Avenue area.

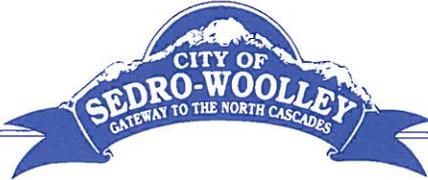
Councilmember Sandström – noted it was cool to see kids outside skating with the lights on.

Councilmember Galbraith moved to adjourn. Seconded by Councilmember Sandström. Motion carried (5-0).

The meeting adjourned at 7:35 P.M.

FEB 27 2013

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



DATE: February 27, 2013
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 February 27, 2013.

Motion to approve Claim Checks #76219 to #76306 in the amount of \$219,853.06 (Void Check #76289).

Motion to approve Payroll Checks #54997 to #55097 in the amount of \$191,660.70.

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
 02/27/2013 (Printed 02/22/2013 09:07)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76219	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	960.00
		MISC-FILING FEES/LIEN EXP	SAN	1,024.00
		WARRANT TOTAL		1,984.00
76220	ALLELUJAH BUSINESS SYSTEMS	MAINTENANCE OF LINES	SWR	103.69
		WARRANT TOTAL		103.69
76221	ALL-PHASE ELECTRIC	REPAIR/MAINT-CITY HALL	PK	63.84
		WARRANT TOTAL		63.84
76222	APWA	TUITION/REGISTRATION	ENG	400.00
		WARRANT TOTAL		400.00
76223	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	2.49
		MISC-LAUNDRY	ST	2.49
		LAUNDRY	SWR	8.33
		LAUNDRY	SWR	8.33
		WARRANT TOTAL		21.64
76224	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	4,777.52
		WARRANT TOTAL		4,777.52
76225	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	111.24
		AUTO FUEL	PD	1,810.88
		AUTO FUEL/DIESEL	FD	879.21
		TRAINING FACILITIES	FD	284.61
		AUTO FUEL/DIESEL	PK	415.56
		AUTO FUEL/DIESEL	ST	90.82
		AUTO FUEL/DIESEL	ST	61.45
		AUTO FUEL/DIESEL	ST	265.91
		AUTO FUEL/DIESEL	SWR	147.57
		AUTO FUEL/DIESEL	SWR	129.17
		AUTO FUEL/DIESEL	SAN	1,956.61
		AUTO FUEL/DIESEL	SAN	19.66
		AUTO FUEL/DIESEL	SAN	55.75
		WARRANT TOTAL		6,228.44
76226	BARNETT IMPLEMENT CO. INC	REPAIR/MAINTENANCE EQUIP	PK	640.25
		WARRANT TOTAL		640.25
76227	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	7.65
		UNIFORMS/ACCESSORIES	PD	68.92
		WARRANT TOTAL		76.57
76228	CARL'S TOWING INC.	PROFESSIONAL SERVICES	PD	195.84
		PROFESSIONAL SERVICES	PD	195.84
		WARRANT TOTAL		391.68
76229	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	21.64
		WARRANT TOTAL		21.64
76230	CHANNING BETE COMPANY INC	SUPPLIES & BOOKS	FD	122.10

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		122.10
76231	COLLINS OFFICE SUPPLY, INC	OFFICE/OPERATING SUPPLIES	PD	21.87
		OFFICE/OPERATING SUPPLIES	PD	22.05
		WARRANT TOTAL		43.92
76232	CRAWFORD GARAGE DOORS INC	REPAIR/MAINT-GARAGE	FD	281.32
		WARRANT TOTAL		281.32
76233	CRYSTAL SPRINGS	OPERATING SUPPLIES	SWR	64.37
		WARRANT TOTAL		64.37
76234	DAHL ELECTRIC INC.	REPAIR/MAINT-CITY HALL	PK	286.63
		WARRANT TOTAL		286.63
76235	DAVID EVANS & ASSOC INC	ENG SR20 COOK RD REALIGN	ART	57,981.69
		ENG-SR20/COOK REALIGN SKAT	AST	1,071.00
		ENG-SR20/COOK REALIGN PSE	ART	183.08
		WARRANT TOTAL		59,235.77
76236	E & E LUMBER	REPAIRS/MT-RV PARK	PK	29.76
		REPAIRS/MT-COMMUNITY CTR	PK	27.75
		REPAIRS/MT-COMMUNITY CTR	PK	2.98
		REPAIRS/MT-COMMUNITY CTR	PK	12.71
		REPAIRS/MT-COMMUNITY CTR	PK	14.01
		REPAIRS/MT-COMMUNITY CTR	PK	3.97
		REPAIRS/MT-COMMUNITY CTR	PK	47.26
		REPAIRS/MT-COMMUNITY CTR	PK	12.92
		REPAIRS/MT-COMMUNITY CTR	PK	5.77
		REPAIR/MAINT-OFFICE EQUIP	PK	9.53
		OPERATING SUPPLIES	SAN	72.14
		SMALL TOOLS & MINOR EQUIP	SAN	31.33
		WARRANT TOTAL		175.61
76237	EC POWER SYSTEMS OF WASH	MAINT OF GENERAL EQUIP	SWR	789.86
		WARRANT TOTAL		789.86
76238	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	464.00
		PROFESSIONAL SERVICES	SWR	35.00
		PROFESSIONAL SERVICES	SWR	35.00
		WARRANT TOTAL		534.00
76239	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	33.53
		WARRANT TOTAL		33.53
76240	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES	FD	96.31
		WARRANT TOTAL		96.31
76241	GLEASON, JOHN M.	PROSECUTING ATTORNEY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
76242	FRONTIER	TELEPHONE	JUD	35.94

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 02/27/2013 (Printed 02/22/2013 09:07)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	EXE	53.91
		TELEPHONE	FIN	53.91
		TELEPHONE	LGL	23.96
		TELEPHONE	IT	17.97
		TELEPHONE	PLN	17.97
		TELEPHONE	ENG	41.93
		TELEPHONE	PD	179.86
		TELEPHONE	FD	65.89
		TELEPHONE	FD	137.48
		TELEPHONE	INSP	17.97
		TELEPHONE	PK	11.98
		UTILITIES-COMMUNITY CTR	PK	83.25
		TELEPHONE	ST	5.99
		TELEPHONE	LIB	29.95
		TELEPHONE	SWR	47.92
		TELEPHONE	SAN	23.96
		WARRANT TOTAL		849.84
76243	GARDNER, GLENN	REPAIR & MAINT - AUTO	PD	108.20
		WARRANT TOTAL		108.20
76244	GUARDIAN SECURITY	REPAIRS/MT-COMMUNITY CTR	PK	1,828.58
		REPAIR/MAINT-CITY HALL	PK	1,374.14
		WARRANT TOTAL		3,202.72
76245	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	177.55
		WARRANT TOTAL		177.55
76246	INGRAM LIBRARY SERVICES	PROGRAMMING GRANTS	LIB	538.70
		PROGRAMMING GRANTS	LIB	504.34
		PROGRAMMING GRANTS	LIB	26.69
		BOOKS - SKAGIT COUNTY	LIB	14.98
		BOOKS - SKAGIT COUNTY	LIB	24.31
		BOOKS - SKAGIT COUNTY	LIB	59.91
		BOOKS - SKAGIT COUNTY	LIB	23.02
		BOOKS - SKAGIT COUNTY	LIB	30.16
		BOOKS - SKAGIT COUNTY	LIB	56.63
		BOOKS - SKAGIT COUNTY	LIB	30.79
		BOOKS - SKAGIT COUNTY	LIB	22.36
		BOOKS - SKAGIT COUNTY	LIB	34.38
		BOOKS - SKAGIT COUNTY	LIB	30.64
		WARRANT TOTAL		1,396.91
76247	JOB SHOP INC. (THE)	MAINTENANCE OF VEHICLES	SWR	74.58
		CONTAINERS	SAN	847.50
		CONTAINERS	SAN	498.85
		CONTAINERS	SAN	324.03
		WARRANT TOTAL		1,744.96
76248	KAMB, THOMAS R	CONFLICT COUNCIL	LGL	150.00
		WARRANT TOTAL		150.00

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 02/27/2013 (Printed 02/22/2013 09:07)

PAGE 4

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76249	LAKESIDE INDUSTRIES	REPAIR/MAINT-STREETS	ST	1,695.58
		WARRANT TOTAL		1,695.58
76250	LAUNCHING SUCCESS LEARNING STORE	EARLY LITERACY PROGRAM	LIB	122.73
		WARRANT TOTAL		122.73
76251	LAUTS INC.	SOLID WASTE DISPOSAL	SAN	359.52
		WARRANT TOTAL		359.52
76252	LEED	BALISTIC VESTS	PD	326.76
		EQUIPMENT		326.77
		WARRANT TOTAL		653.53
76253	LITHTEX NW	OFFICE/OPERATING SUPPLIES	PD	117.07
		WARRANT TOTAL		117.07
76254	MCCANN, WILLIAM R.	INDIGENT DEFENDER	LGL	2,900.00
		WARRANT TOTAL		2,900.00
76255	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	ST	101.32
		WARRANT TOTAL		101.32
76256	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	398.91
		MAINT OF GENERAL EQUIP	SWR	19.79
		WARRANT TOTAL		418.70
76257	OASYS	REPAIR/MAINTENANCE-EQUIP	LIB	69.78
		WARRANT TOTAL		69.78
76258	OFFICE DEPOT	SUPPLIES/BOOKS	PLN	10.74
		SUPPLIES	ENG	17.98
		OFF/OPER SUPPS & BOOKS	INSP	17.92
		OFF/OPER SUPPS & BOOKS	INSP	11.24
		WARRANT TOTAL		57.88
76259	OLIVER-HAMMER CLOTHES	OPERATING SUPPLIES	SAN	143.86
		WARRANT TOTAL		143.86
76260	PARTSMASTER	SMALL TOOLS & MINOR EQUIP	SAN	83.12
		WARRANT TOTAL		83.12
76261	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	43.39
		EARLY LITERACY PROGRAM	LIB	5.40
		PROFESSIONAL SERVICES	LIB	12.00
		BOOKS - SKAGIT COUNTY	LIB	16.21
		WARRANT TOTAL		77.00
76262	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.34
		POSTAGE	PLN	47.33
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.34
		POSTAGE	FD	47.33

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 02/27/2013 (Printed 02/22/2013 09:07)

PAGE 5

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		POSTAGE	INSP	47.33
		WARRANT TOTAL		284.00
76263	RENE'S WORLD	SUPPLIES/BOOKS	PLN	12.98
		OPERATING SUPPLIES	FD	16.23
		WARRANT TOTAL		29.21
76264	ROHLINGER ENTERPRISES, INC.	MAINTENANCE CONTRACTS	SWR	21.26
		WARRANT TOTAL		21.26
76265	RODDA PAINT CO.	REPAIRS/MT-COMMUNITY CTR	PK	27.44
		WARRANT TOTAL		27.44
76266	SALYER, DOUGLAS	RETIRED MEDICAL	PD	1,198.00
		WARRANT TOTAL		1,198.00
76267	SEDGWICK CMS	INDUSTRIAL INSURANCE	LGS	2.03
		INDUSTRIAL INSURANCE	JUD	4.03
		INDUSTRIAL INSURANCE	EXE	3.55
		INDUSTRIAL INSURANCE	FIN	5.81
		****INDUSTRIAL INSURANCE		1.01
		INDUSTRIAL INSURANCE	IT	3.72
		INDUSTRIAL INSURANCE	PLN	6.73
		INDUSTRIAL INSURANCE	ENG	14.72
		INDUSTRIAL INSURANCE	PD	13.40
		INDUSTRIAL INSURANCE	PD	482.15
		INDUSTRIAL INSURANCE	FD	325.70
		INDUSTRIAL INSURANCE	INSP	1.78
		INDUSTRIAL INSURANCE	PK	139.73
		INDUSTRIAL INSURANCE	CEM	39.66
		INDUSTRIAL INSURANCE	ST	104.49
		INDUSTRIAL INSURANCE	ST	1.12
		INDUSTRIAL INSURANCE	LIB	23.31
		INDUSTRIAL INSURANCE	SWR	320.03
		INDUSTRIAL INSURANCE	SAN	200.61
		INDUSTRIAL INSURANCE	SWTR	98.99
		INDUSTRIAL INSURANCE	ERR	35.63
		WARRANT TOTAL		1,828.20
76268	SEDRO-WOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	19.45
		MACHINERY & EQUIPMENT	PD	28.38
		REPAIRS/MAINT-EQUIP	FD	3.78
		REPAIR/MAINT-EQUIP & BLDG	CEM	5.49
		FLEET O&M	CEM	140.01
		REPAIR/MAINTENANCE-EQUIP	ST	15.36
		REPAIRS/MAINT-EQUIP	SAN	.67
		WARRANT TOTAL		213.14
76269	SEDRO-WOLLEY VOLUNTEER	MISC-DUES	FD	840.00
		WARRANT TOTAL		840.00
76270	SKAGIT 911	911 CONTRACTED SERVICES	PD	14,463.41

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		CENTRAL DISPATCH	FD	4,980.82
		WARRANT TOTAL		19,444.23
76271	SKAGIT CD	CONTRACTED SERVICES	SWTR	506.79
		WARRANT TOTAL		506.79
76272	SKAGIT CO HEALTH DEPT	MISC-PERMITS & LICENSES	PK	50.00
		WARRANT TOTAL		50.00
76273	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	45,699.28
		WARRANT TOTAL		45,699.28
76274	SKAGIT COUNTY MEDIC ONE	SUPPLIES & BOOKS	FD	108.76
		WARRANT TOTAL		108.76
76275	SKAGIT CO. PUBLIC WORKS	SKAGIT CO SOLID WASTE	SWR	63.00
		WARRANT TOTAL		63.00
76276	SKAGIT FARMERS SUPPLY	REPAIR/MAINT-OFFICE EQUIP	PK	58.42
		OPERATING SUPPLIES-PROPANE	ST	9.40
		OPERATING SUPPLIES	SWTR	69.16
		WARRANT TOTAL		136.98
76277	SKAGIT SURVEYORS &	ENG SR20 COOK RD REALIGN	ART	4,775.00
		WARRANT TOTAL		4,775.00
76278	SKAGIT PUBLISHING	LEGAL PUBLICATIONS	LGS	45.00
		ADVERTISING	ENG	30.00
		WARRANT TOTAL		75.00
76279	SNYDER INDUSTRIES, INC.	CONTAINERS	SAN	2,803.47
		WARRANT TOTAL		2,803.47
76280	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	35.70
		MISC-LAUNDRY	FD	24.88
		WARRANT TOTAL		60.58
76281	STAPLES BUSINESS ADVANTAGE	SUPPLIES	FIN	66.60
		SUPPLIES	FIN	4.53-
		OFFICE SUPPLIES	SWR	184.71
		WARRANT TOTAL		246.78
76282	SKAGIT REGIONAL CLINICS PHARMACY	RETIRED MEDICAL	PD	79.89
		RETIRED MEDICAL	PD	38.00
		RETIRED MEDICAL	PD	62.55
		RETIRED MEDICAL	PD	17.61
		RETIRED MEDICAL	PD	45.40
		WARRANT TOTAL		243.45
76283	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76284	SWISSPHONE LLC	PROFESSIONAL SERVICES	FD	900.00
		WARRANT TOTAL		900.00
76285	TAYLOR, PAUL	RETIRED MEDICAL	PD	52.41
		WARRANT TOTAL		52.41
76286	TRUE VALUE	OFFICE/OPERATING SUPPLIES	CWP	3.02
		OFFICE/OPERATING SUPPLIES	CWP	7.56
		OPERATING SUP - PARKS SHOP	PK	9.51
		OPERATING SUP - SENIOR CTR	PK	15.66
		OPERATING SUP - CITY HALL	PK	167.10
		REPAIR/MT-SENIOR CENTER	PK	17.07
		OPERATING SUPPLIES	CEM	41.62
		OPERATING SUPPLIES	ST	19.47
		WARRANT TOTAL		281.01
76287	TUCKER, WILLIAM L.	SPECIAL INVESTIGATIONS	PD	500.00
		WARRANT TOTAL		500.00
76288	US BANK -- PURCHASE CARDS	TRAVEL	LGS	135.00
		TRAVEL	LGS	135.00
		TRAVEL	LGS	135.00
		TRAVEL	LGS	135.00
		OFFICE EQUIPMENT	JUD	137.15
		SENIOR CRIME WATCH	EXE	326.62
		EMPLOYEE RECOGNITION	EXE	34.54
		MISC-DUES/SUBSCRIPTIONS	FIN	50.00
		MISC-TUITION/REGISTRATION	FIN	125.00
		NETWORK HARDWARE	IT	238.28
		AUTO FUEL	CS	32.40
		DUES/MEMBERSHIPS	ENG	93.79
		UNIFORMS/ACCESSORIES	PD	42.16
		PRINTING/PUBLICATIONS	PD	63.66
		MACHINERY & EQUIPMENT	PD	239.64
		OPERATING SUPPLIES	FD	192.85
		SMALL TOOLS & MINOR EQUIP	FD	31.75
		SMALL TOOLS & MINOR EQUIP	PK	37.87
		REPAIRS/MT-COMMUNITY CTR	PK	297.85
		REPAIR/MT-HAMMER SQUARE	PK	960.00
		REPAIR/MT-HAMMER SQUARE	PK	360.00
		RESOURCE CONSERVATION	PK	356.84
		MISC-TUITION/REGISTRATION	ST	149.00
		SUPPLIES	LIB	132.03
		SUPPLIES	LIB	74.67
		TRAVEL	LIB	48.00
		TRAVEL	LIB	42.50
		TRAVEL	LIB	508.78
		TUITION/REGISTRATION	LIB	190.00
		TUITION/REGISTRATION	LIB	210.00
		BOOKS - SKAGIT COUNTY	LIB	185.06
		BOOKS - SKAGIT COUNTY	LIB	467.45
		BOOKS - SKAGIT COUNTY	LIB	79.00

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 02/27/2013 (Printed 02/22/2013 09:07)

PAGE 8

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MAINT OF GENERAL EQUIP	SWR	1,411.00
		MISC-TUITION/REGISTRATION	SWR	149.00
		OFFICE SUPPLIES	SAN	201.21
		MEALS/TRAVEL	SAN	29.29
		WARRANT TOTAL		8,037.39
76289	US BANK -- PURCHASE CARDS	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
76290	UNDERWRITERS LABORATORIES, INC.	REPAIRS/MAINT-EQUIP	FD	750.00
		WARRANT TOTAL		750.00
76291	UNITED GENERAL HOSPITAL	PRISONERS	PD	328.17
		WARRANT TOTAL		328.17
76292	UPSTART	SUMMER READING PROGRAM	LIB	403.93
		WARRANT TOTAL		403.93
76293	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	30.20
		WARRANT TOTAL		30.20
76294	VALLEY AUTO SUPPLY	OFFICE/OPERATING SUPPLIES	CWP	63.37
		SMALL TOOLS & MINOR EQUIP	SAN	73.57
		WARRANT TOTAL		136.94
76295	VISION FORMS, LLC	POSTAGE	SWR	1,571.50
		POSTAGE	SAN	749.48
		POSTAGE	SWTR	96.71
		WARRANT TOTAL		2,417.69
76296	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	1,195.44
		WARRANT TOTAL		1,195.44
76297	WA STATE DEPT OF REVENUE	TAXES AND ASSESSMENTS	PK	34.43
		TAXES AND ASSESSMENTS	CEM	212.85
		TAXES & ASSESSMENTS	LIB	4.98
		BOOKS - SKAGIT COUNTY	LIB	3.49
		MAINTENANCE OF LINES	SWR	141.45
		TAXES & ASSESSMENTS	SWR	5,675.30
		TAXES & ASSESSMENTS	SAN	5,559.03
		WARRANT TOTAL		11,631.53
76298	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	528.00
		WARRANT TOTAL		528.00
76299	WAPATO POLICE DEPARTMENT	PRISONERS	PD	4,500.00
		WARRANT TOTAL		4,500.00
76300	WASTE MANAGEMENT OF SKGT	RECYCLING - HOUSEHOLD	SAN	11,361.64
		WARRANT TOTAL		11,361.64
76301	WEST PAYMENT CTR	WESTLAW SERVICES	LGL	241.66

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 02/27/2013 (Printed 02/22/2013 09:07)

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	241.66
76302	WOOD'S LOGGING SUPPLY INC	SMALL TOOLS/MINOR EQUIP ST	170.99
		REPAIR/MAINT-STREETS ST	410.30
		MAINTENANCE OF LINES SWR	15.85
		WARRANT TOTAL	597.14
76303	SEDRO-WOLLEY COMMUNITY TRP SUPPORT	SPACE/FACILITY RENT-RIVERFRONT	287.50
		AMPHITHEATRE RENTAL (50%)	112.50
		WARRANT TOTAL	400.00
76304	HICKMAN BROS. PROPERTY	DUMPSTER DEPOSIT	56.88
		WARRANT TOTAL	56.88
76305	BLOUIN, TAMMY ANN	MAINTENANCE OF LINES SWR	391.25
		MAINTENANCE OF LINES SWR	391.25
		WARRANT TOTAL	782.50
76306	HOOK & SET CHARTERS	GENERAL BUSINESS LICENSES	35.00
		WARRANT TOTAL	35.00
		RUN TOTAL	219,853.06

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
02/27/2013 (Printed 02/22/2013 09:07)

PAGE 10

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	52,561.07
101	PARK FUND	7,595.79
102	CEMETERY FUND	439.63
103	STREET FUND	3,106.18
104	ARTERIAL STREET FUND	64,010.77
105	LIBRARY FUND	4,069.57
109	SPECIAL INVESTIGATION FUND	326.77
303	BUILDING MAINTENANCE RESERVE	112.50
401	SEWER FUND	14,626.40
412	SOLID WASTE FUND	72,197.10
425	STORMWATER	771.65
501	EQUIPMENT REPLACEMENT FUND	35.63
TOTAL		219,853.06

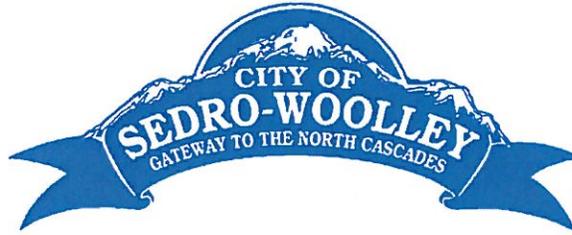
CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
02/27/2013 (Printed 02/22/2013 09:07)

PAGE 11

DEPARTMENT	AMOUNT
001 000 000	35.00
001 000 011	587.03
001 000 012	2,938.65
001 000 013	418.62
001 000 014	344.13
001 000 015	5,890.58
001 000 017	259.97
001 000 018	143.64
001 000 019	95.75
001 000 020	645.75
001 000 021	31,016.69
001 000 022	10,089.02
001 000 024	96.24
FUND CURRENT EXPENSE FUND	52,561.07
101 000 000	287.50
101 000 076	7,308.29
FUND PARK FUND	7,595.79
102 000 036	299.62
102 000 501	140.01
FUND CEMETERY FUND	439.63
103 000 042	3,106.18
FUND STREET FUND	3,106.18
104 000 042	64,010.77
FUND ARTERIAL STREET FUND	64,010.77
105 000 072	4,069.57
FUND LIBRARY FUND	4,069.57
109 000 021	326.77
FUND SPECIAL INVESTIGATION FUND	326.77
303 000 000	112.50
FUND BUILDING MAINTENANCE RESERVE	112.50
401 000 035	14,626.40
FUND SEWER FUND	14,626.40
412 000 000	56.88
412 000 037	72,140.22
FUND SOLID WASTE FUND	72,197.10
425 000 031	771.65
FUND STORMWATER	771.65
501 000 048	35.63
FUND EQUIPMENT REPLACEMENT FUND	35.63
TOTAL	219,853.06

FEB 27 2013

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



RESOLUTION NO. ____-13

**A RESOLUTION PROCLAIMING APRIL 14-20, 2013 AS
ECONOMIC DEVELOPMENT WEEK IN SEDRO-WOOLLEY, WASHINGTON**

WHEREAS, Skagit County is an important county in Washington State and is home to a vibrant and diverse business community comprised of hundreds of businesses that provide more thousands of jobs; and

WHEREAS, the economic growth and stability of the State affects all regions and jurisdictions of Washington, and the City of Sedro-Woolley is an important component of the State's economic success; and

WHEREAS, the City of Sedro-Woolley is an active member of the Economic Development Association of Skagit County (EDASC), a not-for-profit organization with the mission to enhance the knowledge and skills of its members and to encourage partnerships and networking among those committed to bringing jobs and investment to Skagit County; and

WHEREAS, EDASC members promote the economic well-being of Washington by working to improve the State's business climate and the professionalism of those in the field of economic development including other professionals with an interest in the economy of Washington, and through its regular meetings, special programs and projects, members address diverse issues; and

WHEREAS, EDASC is celebrating Economic Development Week to raise awareness of the importance of private sector job creation in the State and to celebrate the achievements of their economic development partners in communities throughout Washington.

WHEREAS, a majority of the City Council of the City of Sedro-Woolley desires to recognize the importance and value of economic development in Sedro-Woolley; Now, Therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:

The week of April 14 -20, 2013 is hereby declared as

ECONOMIC DEVELOPMENT WEEK

in the City of Sedro-Woolley, and ask all to join with us to recognize and reaffirm the importance of job creation, entrepreneurship and commercial investment locally and statewide.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 27th day of February, 2013.

Mike Anderson, Mayor

Attest:

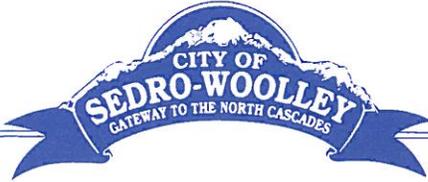
Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

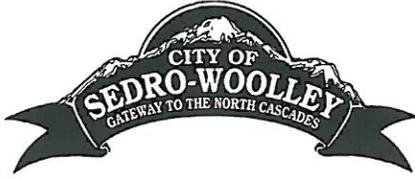
FEB 27 2013

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 27 2013

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

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: John Coleman, AICP *JC*
Planning Director

Date: February 27, 2013

Subject: Final Plat Approval – Plat of Zoey’s Place – Resolution # -13

ISSUE

Should the City Council grant final plat approval to the Plat of Zoey’s Place?

PROJECT DESCRIPTION / HISTORY

The property owner has made a request for final plat approval for the Plat of Zoey’s Place. The City Council granted the project preliminary plat approval on August 27, 2008 under Resolution 772-08. The plat consists of eight (8) single-family residential lots at the southwest corner of Jones Road and Garden of Eden Road. The file number for this project is LP-1-08.

The Plat of Zoey’s Place has met or has bonding in place to complete all the conditions for approval listed in the Preliminary Plat approval. The construction of the on-site improvements have been completed and approved by the Public Works Department.

RECOMMENDATIONS

Motion to approve Resolution # -13 granting final plat approval to the Plat of Zoey’s Place

EXHIBITS

Resolution # -13 granting final plat approval to the Plat of Zoey’s Place.

RESOLUTION NO. ____-13

A RESOLUTION GRANTING FINAL APPROVAL TO THE PLAT OF ZOEY'S PLACE APPLICATION AND AUTHORIZING THE MAYOR AND HIS DESIGNEE(S) TO SIGN ALL FINAL PLAT APPROVAL DOCUMENTS #LP-1-08

WHEREAS, the applicant, Whatcom-Skagit Housing, has applied for final approval of the Plat of Zoey's Place for a total of eight (8) lots; and

WHEREAS, on August 5, 2008, the Sedro-Woolley Hearing Examiner held an open record public hearing with proper notice for the Plat of Zoey's Place and public testimony was received and considered. The Hearing Examiner recommended to the City Council approval of the Plat of Zoey's Place subject to conditions; and

WHEREAS, on August 27, 2008, the Sedro-Woolley City Council granted preliminary approval of said subdivision through Resolution 772-08; and

WHEREAS, the final subdivision application upon final review is deemed to be within the scope of the project's environmental analysis and development conditions and the conditions placed on the subdivision have been met or will be met to the satisfaction of the City of Sedro-Woolley,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Plat of Zoey's Place, a subdivision consisting of eight (8) lots, (Exhibit 1) having been presented for acceptance, approval and filing is hereby accepted, approved and ordered filed subject to the Hearing Examiner FINDINGS, CONCLUSIONS AND RECOMMENDATION dated August 5, 2008 attached hereto as Exhibit 2 and made part hereof by reference.

Passed and approved this _____ day of _____, 2013.

MIKE ANDERSON, MAYOR

Attest:

Approved as to form:

City Clerk

City Attorney

**RECORD OF SURVEY for Plat of ZOEY'S PLACE
in NE1/4 of NE 1/4 Section 23, Twp. 35 N., Rng. 4 E., W.M.
City of Sedro-Woolley, Washington**

AUDITOR'S CERTIFICATE
Filed for Record at the request of AZIMUTH NORTHWEST, INC.

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 65 FEET SOUTH OF THE NORTHEAST CORNER; THENCE SOUTH ON THE EAST LINE, 134.25 FEET; THENCE WEST 487 FEET; THENCE NORTH 134.25 FEET; THENCE EAST 487 FEET TO THE POINT OF BEGINNING,

EXCEPT THE EAST 20 FEET FOR COUNTY ROAD RIGHT OF WAY, AS CONVEYED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 31205, IN VOLUME 37 OF DEEDS, PAGE 555, RECORDS OF SKAGIT COUNTY, WASHINGTON.

AND EXCEPT THAT PORTION QUIETED TO DOROTHY DE FREMERY UNDER SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 09-2-02496-3.

SITUATE IN THE CITY OF SEDRO-WOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.

EASEMENTS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SEDRO-WOLLEY, PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, PUGET SOUND ENERGY, ATT BROADBAND, VERIZON, FRONTIER COMMUNICATIONS, CASCADE NATURAL GAS CORP AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTERIOR 10 FEET OF ALL LOTS AND TRACTS ABUTTING PUBLIC ROADS AND RIGHTS OF WAY AS SHOWN HEREON AND OTHER UTILITY EASEMENTS SHOWN ON THE FACE OF THE PLAT, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN AND REMOVE UTILITY SYSTEMS, LINES, FIXTURES AND APPURTENANCES ATTACHED THEREOF, FOR THE PURPOSE OF PROVIDING UTILITY SERVICES TO THE SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES STATED, WITH THE UNDERSTANDING THAT ANY GRANTEE SHALL BE RESPONSIBLE FOR ALL UNNECESSARY DAMAGE IT CAUSED TO ANY REAL PROPERTY OWNER IN THE SUBDIVISION. PROPERTY OWNER IS PROHIBITED FROM BUILDING IMPROVEMENTS WITHIN THIS EASEMENT UNLESS APPROVAL HAS BEEN GRANTED BY THE CITY ENGINEER.

COVENANTS, CONDITIONS, AND RESTRICTIONS

THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PLAT OF ZOEY'S PLACE ARE FILED WITH THE SKAGIT COUNTY AUDITOR UNDER AUDITOR'S FILE NO. _____

A WAIVER PROTEST OF FUTURE LID OR ULID FORMATION IS FILED WITH THE SKAGIT COUNTY AUDITOR UNDER A.F.# _____

NOTES:

1. PLAT NUMBER AND DATE OF APPROVAL SHALL BE INCLUDED IN ALL DEEDS AND CONTRACTS.
2. BASIS OF BEARING: NORTH 87 DEGREES 22' 47" WEST ALONG THE MONUMENTED NORTH LINE THE NORTHEAST QUARTER OF SECTION 23, TWN. 35 N., RNG. 4E., W.M.
3. ZONING: RESIDENTIAL -7.
4. SEWER: CITY OF SEDRO-WOLLEY.
5. THIS SURVEY PERFORMED BY FIELD TRAVERSE USING A 3 SECOND ELECTRONIC DISTANCE MEASURING THEODOLITE.
6. WATER: PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY.
7. TOTAL PLAT ACREAGE: 61,321 Sq. Ft. (1.41 ACRES).
8. DEVELOPER: WHATCOM SKAGIT HOUSING, 5373 GUIDE MERIDIAN E 105, BELLINGHAM, WA.98226
9. SKAGIT COUNTY TAX PARCEL NUMBERS P37169.
10. CIVIL ENGINEERING BY RAVNIK AND ASSOCIATES. PLANS APPROVED BY CITY OF SEDRO-WOLLEY ON JULY 31, 2012

PRELIMINARY

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WHATCOM SKAGIT HOUSING, OWNERS IN THE FEE SIMPLE OR CONTRACT PURCHASER AND/OR MORTGAGE HOLDER OR LIEN HOLDER, OF THE LAND HEREBY PLATTED, DECLARE THIS PLAT AND DEDICATES TO THE USE OF THE PUBLIC FOREVER, THE STREETS, PLACES AND AVENUES SHOWN HEREON AND THE USE THEREOF FOR ALL PUBLIC PURPOSES CONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPE FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN HEREON IN THE ORIGINAL REASONABLE GRADING OF ALL SUCH STREETS AND AVENUES SHOWN HEREON.

NANCY LARSEN, EXECUTIVE DIRECTOR

LARRY SODERBERG, CONSTRUCTION MANAGER

DEDICATION OF TRACTS

TRACTS A AND B SHALL BY THIS FINAL PLAT RECORDING BE DEDICATED TO THE ZOEY'S PLACE COMMUNITY ASSOCIATION FOR THE PURPOSES INDICATED AND SUBJECT TO RESTRICTIONS AND MAINTENANCE REQUIREMENTS SET FORTH IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PLAT OF ZOEY'S PLACE.

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR OTHER PUBLIC USE, ARE PAID IN FULL.

DATED THIS _____ DAY OF _____

CITY TREASURER

TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN UPON THE LANDS HEREIN DESCRIBED HAVE BEEN FULLY PAID AND DISCHARGED ACCORDING TO THE RECORDS OF MY OFFICE, UP TO AND INCLUDING THE YEAR _____, THIS _____ DAY OF _____

SKAGIT COUNTY TREASURER DATE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF THE SECTION, THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON AND THE LOT CORNERS HAVE BEEN STAKED ON THE GROUND AND THAT I HAVE COMPLIED WITH THE PROVISIONS OF THE STATUTES AND REGULATIONS OF THE CITY OF SEDRO-WOLLEY.

STUART B. VANBUREN, JR., P.L.S.
CERTIFICATE NO. 21591

DATE: _____



SKAGIT COUNTY AUDITOR

DEPUTY

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED NANCY LARSEN OF WHATCOM SKAGIT HOUSING, TO ME KNOWN TO BE THE EXECUTIVE DIRECTOR OF SAID _____, DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE SIGNED AND SEALED THIS SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE/SHE IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
RESIDING AT _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED LARRY SODERBERG OF WHATCOM SKAGIT HOUSING, TO ME KNOWN TO BE THE CONSTRUCTION MANAGER OF SAID _____, DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE SIGNED AND SEALED THIS SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE/SHE IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
RESIDING AT _____
MY COMMISSION EXPIRES: _____

APPROVALS

THE WITHIN AND FOREGOING PLAT HAS BEEN EXAMINED FOR CONFORMANCE WITH THE PROVISIONS OF TITLE 15, 16 AND 17 OF THE SEDRO-WOLLEY MUNICIPAL CODE AND IS HEREBY APPROVED ON THIS _____ DAY OF _____

PLANNING DIRECTOR

CITY ENGINEER

CITY MAYOR

EXHIBIT 1
TO RESOLUTION

SEDRO WOOLLEY PLAT NO. LP-1-08		
PLAT OF ZOEY'S PLACE NORTHEAST QUARTER OF NORTHEAST QUARTER SECTION 23, TWN 35N., RNG 4E., W.M. FOR WHATCOM-SKAGIT HOUSING		
FLD BK 135	AZIMUTH NORTHWEST INC. 17963 WOOD RD. BOW, WA. 98232	JOB NO. 12.1073 SHEET 1 OF 2

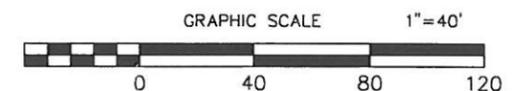
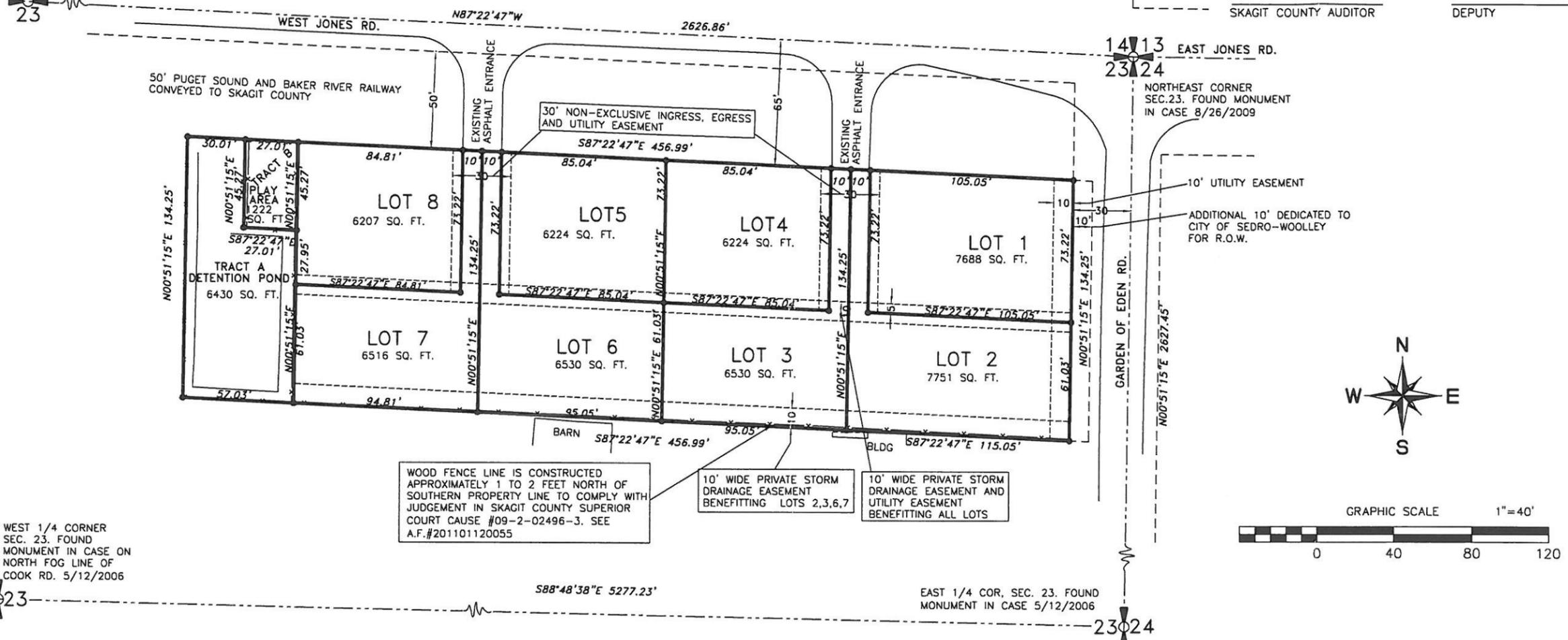
RECORD OF SURVEY for Plat of ZOEY'S PLACE
 in NE1/4 of NE 1/4 Section 23, Twp. 35 N., Rng. 4 E., W.M.
 City of Sedro-Woolley, Washington

AUDITOR'S CERTIFICATE
 Filed for Record at the request of AZIMUTH NORTHWEST, INC.

NORTH 1/4 SEC. 23
 FOUND BRASS DISK ON
 CONC. MON AT FENCE
 CORNER 8/26/2009

14
 23

SKAGIT COUNTY AUDITOR DEPUTY

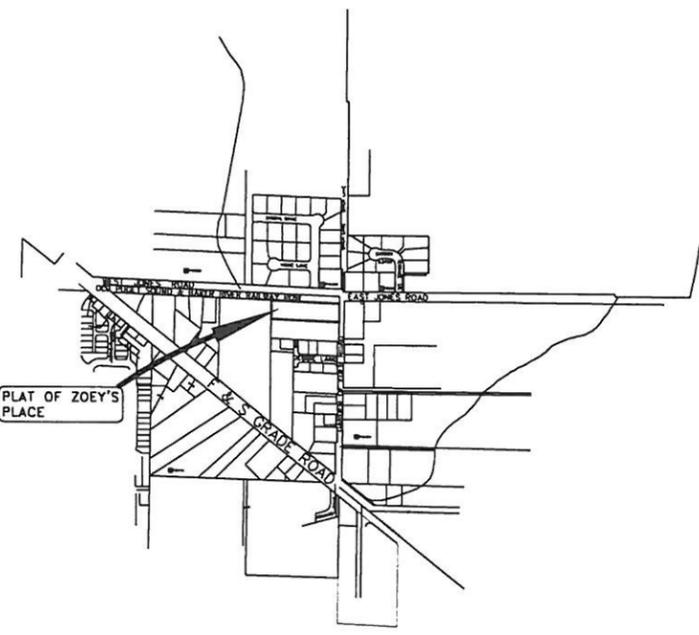


WEST 1/4 CORNER
 SEC. 23. FOUND
 MONUMENT IN CASE ON
 NORTH FOG LINE OF
 COOK RD. 5/12/2006

22 23

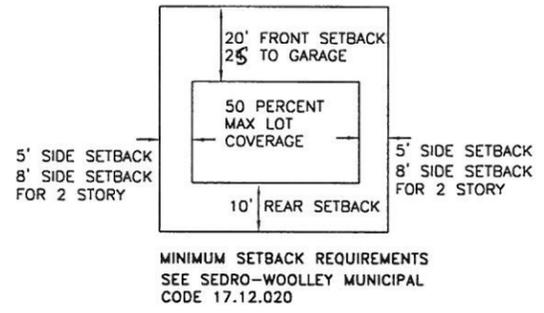
EAST 1/4 COR. SEC. 23. FOUND
 MONUMENT IN CASE 5/12/2006

23 24



LOT ADDRESSES

- LOT 1 501 EAST JONES RD.
- LOT 2 505 EAST JONES RD.
- LOT 3 507 EAST JONES RD.
- LOT 4 503 EAST JONES RD.
- LOT 5 509 EAST JONES RD.
- LOT 6 513 EAST JONES RD.
- LOT 7 515 EAST JONES RD.
- LOT 8 511 EAST JONES RD.



LEGEND

- DENOTES SET 5/8" REBAR AND CAP MARKED LS 21591
- DENOTES FOUND CORNER



SEDRO WOOLLEY PLAT NO. LP-1-08

PLAT OF ZOEY'S PLACE
 NORTHEAST QUARTER OF NORTHEAST QUARTER
 SECTION 23, TWN 35N., RNG 4E., W.M.
 FOR
 WHATCOM-SKAGIT HOUSING

FLD BK 135	AZIMUTH NORTHWEST INC. 17963 WOOD RD. BOW, WA. 98232	JOB NO. 12.1073 SHEET 2 OF 2
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**FINDINGS, CONCLUSIONS AND RECOMMENDATION
OF THE HEARING EXAMINER
CITY OF SEDRO-WOOLLEY**

APPLICANT: Young-Soo Kim for Excavation West, LLC

CASE NO.: LP-1-08

LOCATION: 320 Garden of Eden Road

APPLICATION: A request for approval of a preliminary plat to subdivide a 1.32 acre parcel into 8 single family lots.

REVIEW PROCESS: Hearing Examiner conducts a public hearing and makes a recommendation to City Council who makes the final decision.

SUMMARY OF RECOMMENDATIONS:

Staff Recommendation: Approve with conditions

Hearing Examiner Recommendation: Approve with conditions

PUBLIC HEARING:

After reviewing the official file, which included staff's Transmittal & Report Memorandum to the Hearing Examiner; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Zoey's Place application was opened at 11:00 a.m., August 5, 2008, in City Hall, Sedro-Woolley, Washington, and closed at 11:15 a.m. Participants at the public hearing and the exhibits offered and entered are listed in this report. A verbatim recording of the hearing is available in the Planning Department.

HEARING COMMENTS:

The following is a summary of the comments offered at the public hearing.

From the City

John Coleman, Associate Planner: Provided a summation of the basic facts of the application including site circumstances, surrounding land use, review process, relevant code sections and staff recommendation (see Exhibit A and attachments [aka Exhibits]). In response to submitted comments, Mr. Coleman noted that a six foot wooden fence will be required along the south property line (see Exhibit A, Attachment [aka Exhibit]), and that a suggested alternative site access plan was not possible due to parcel configuration (see Exhibit A, Attachment [aka Exhibit] G). He also noted that a curtain drain will be provided along the south property line to intercept stormwater and that the two access drives; each

EXHIBIT B
TO RESOLUTION

serving four lots; will be required to be developed with a sufficient width to allow vehicles to pass when simultaneously entering and exiting the subdivision.

From the Applicant

Young-Soo Kim, Summit Engineers & Surveyors: Noted that the nature of the proposed road widening shown on submitted drawings is still to be determined. At issue is the presence of a drainage way along the adjacent East Jones Road right-of-way. They will work with City staff to decide whether the drainage will be placed below ground for the length of the plat or only at the two site access points (see Exhibit A, Attachment [aka Exhibit] B).

From the Public

None in attendance.

See Attachments (aka Exhibits) F & G of Exhibit A, and Exhibit B for submitted comments.

FINDINGS OF FACT AND CONCLUSION

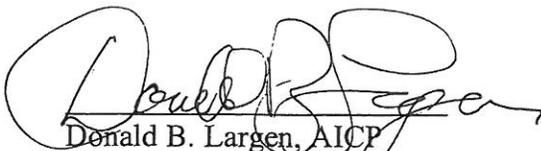
1. The Findings of Fact contained on pages 2 through 4 of Exhibit A, Transmittal & Report Memorandum, dated August 5, 2008, are found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference are adopted as a part of the Hearing Examiner's findings of fact. A copy of said report is available in the Planning Department.
2. SWMC Chapter 16.04 sets out the General Provisions for subdivision development. Upon review of the submitted materials it is found that the preliminary plat, as proposed and subjected to the recommended conditions contained in Exhibit A, would be in compliance with this chapter; in particular the substantive requirements of 16.04.040, 16.04.060, 16.04.080, 16.04.085, 16.04.090 and 16.04.100.
3. SWMC Chapter 16.08 establishes specific requirements for Subdivisions. Upon review of the submitted materials it is found that the preliminary plat, as proposed and subjected to the recommended conditions contained in Exhibit A, would be in compliance with this chapter; in particular the substantive requirements of 16.08.050, 16.08.052, 16.08.054 and 16.08.100.
4. SWMC Chapter 15.44 requires Design Review of planned residential developments; specifically 15.44.020.B.1. The Design Review Committee reviewed the proposed subdivision on July 15, 2008. They found that, with recommended conditions, the proposed plat is in conformance with the *Sedro-Woolley Design Standards & Guidelines*, and with Chapter 17.50 Landscaping. The Design Review Committee's Findings and Conclusions are by this reference adopted as part of the Hearing Examiner's findings of fact.
5. SWMC Chapter 17.12 establishes Bulk and Use restrictions for Residential 7 (R-7) zoning districts. Upon review of the submitted materials it is found that the preliminary plat, as proposed and subjected to the recommended conditions contained in Exhibit A, would be in compliance with the substantive requirements of this chapter; in particular use, minimum lot size, density, building setbacks, street frontage, minimum width, and easements.

6. Attachment (aka Exhibit) G of Exhibit A is a letter from Mary McGoffin suggesting an alternative subdivision layout. City staff has reviewed Ms. McGoffin's suggestion, but found that the narrow, linear configuration of the parcel would not provide the space necessary to meet the street and lot dimensional requirements of the City's development codes. This Hearing Examiner concurs with staff's conclusion.
7. Attachment (aka Exhibit) F and Exhibit B are letters from Dorothy de Fremery. Attachment F requests a continuous wooden fence along the south property line of the subdivision and raises concerns about site drainage impacting her property. As noted in hearing testimony above, the applicant will be required to install the requested wooden fence, as well as a curtain drain (i.e. French drain) along the south property line. Exhibit B suggests that a stop sign would be appropriate for the intersection of Jones Road and Garden of Eden Road at the north-east corner of the subdivision. Staff has indicated that an approved preliminary plat immediately adjacent on the west side of applicant's proposed subdivision will include a through route for Garden of Eden Road to continue directly south to F&S Road. This will provide a direct north-south linkage to the City's northern urban growth area and should result in less traffic traveling east on Jones Road.

RECOMMENDATION

Based upon the foregoing findings and conclusions, it is recommended that the request for approval of an eight lot preliminary plat, case number LP-1-08, be approved subject to the recommended conditions found on pages 4 and 5 of Exhibit A, Transmittal & Report Memorandum dated August 5, 2008.

Entered this 14th day of August , 2008.


Donald B. Lergen, AICP
Hearing Examiner

APPEAL OF HEARING EXAMINER DECISION

Appeal of Examiner's Decision. The decision of the Examiner, approving, modifying, or denying an application or an appeal shall be final and conclusive unless a written appeal is filed according to the City's appeal procedures as set forth in Chapter SWMC Section 2.88.170 B; which states that any party with standing may file an appeal of the hearing examiner's decision with the Superior Court per the Land Use Petition Act RCW 36.70 C.

EXHIBITS:

The following exhibits were offered and entered into the record.

- A. Transmittal & Report Memorandum to the Hearing Examiner dated August 5, 2008.
- B. Letter submitted by Dorothy de Fremery, no date, received on August 5, 2008 after the hearing.

PARTIES OF RECORD:

Young-Soo Kim
Summit Engineers & Surveyors, Inc.
2218 Old HWY 99 South
Mount Vernon, WA 98273

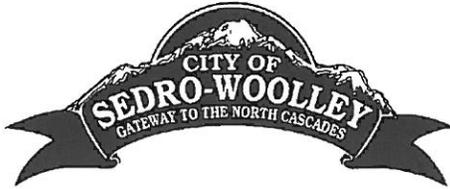
Planning Department

Dorothy deFremery
PO Box 612
Clear Lake, WA 98235

Mary McGoffin
268 Burrows Lane
Sedro-Woolley, WA 98284

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 27 2013



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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: PUD water utility franchise ordinance
DATE: February 27, 2013

ISSUE: Should the Council adopt the attached ordinance granting the PUD a water franchise in the City of Sedro-Woolley?

BACKGROUND: *2nd reading:* The city and the PUD have long had a relationship in our rights-of-way. PUD has been the exclusive purveyor of water in the city limits for decades and has operated without a franchise agreement for this period. The city has long-owned some, but not all, of the fire hydrants within the city's limits. Fire hydrants provide two critical needs, one for fire flow to help with fire suppression and two, for routine maintenance of the PUD's water lines.

This franchise ordinance is intended to give the PUD the exclusive right to provide water in Sedro-Woolley, authorize its use of the city's rights-of-way, address how the entities will work together in those rights-of-ways, transfer ownership of all city-owned fire hydrants to the PUD, and transfer maintenance responsibilities for those hydrants to the PUD.

This ordinance is drafted to be identical for Mount Vernon, Burlington and Sedro-Woolley. All three of the cities' attorneys and the PUD have reviewed this draft. *The only modification since the first reading is a change to Section 25 which required the representatives to mediation have settlement authority; this was removed to reflect the Council's role in any final settlement.*

RECOMMENDATION: MOTION to adopt Ordinance No. _____-13, an ordinance granting the Public Utility District No. 1 of Skagit County a franchise to operate a water utility in Sedro-Woolley.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, GRANTING UNTO PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, A MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR TWENTY YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW THE FRANCHISE AREA OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON.

WHEREAS, the Public Utility District No. 1 of Skagit County, has requested that the City Council grant it a nonexclusive franchise; and

WHEREAS, the Public Utility District No. 1 of Skagit County does not currently own fire hydrants in the city limits, but needs access to and control over these hydrants for system maintenance, flushing and to maintain public health and system integrity; and

WHEREAS, this ordinance was first presented to the City Council at its regular meeting on February 13, 2013, after first having been submitted to the City Attorney for review; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties (RCW 35A.47.040).

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

Section 1. Definitions. Where used in this Franchise Agreement the following terms shall mean as follows:

A. "Facilities" or "Water Facilities" means, collectively, a water distribution system including pipes, manholes, pumping stations, mains, valves, controls, telemetry systems, other underground and above grade infrastructure, and other necessary or reasonably convenient appurtenances thereto. The terms "Facilities" and/or "Water

Facilities” does not include infrastructure utilized to provide telecommunications services that are not solely dedicated to telemetry systems.

B. “Franchise Area” means any, every and all of the public roads, streets, avenues, alleys, highways and rights-of-way of the City as now laid out, platted, dedicated or improved in The PUD’s service area within the present corporate boundaries of the City

C. “Hazardous Substance” shall mean any material or substance which does cause or may cause environmental pollution or contamination (and associated liability and clean-up costs related thereto) as defined under applicable state and federal laws, rules, and regulations, including, but not limited to, the Model Toxics Control Act (RCW 70.105D), and Washington State Department of Ecology Cleanup Regulations (WAC 173-340); the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (PL 99-499); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 15 U.S.C. Section 2601, et seq.; the Resource Conversation and Recovery Act of 1976, as amended, 42 U.S.C. Section 1601, et seq.; the Clean Water Act, 33 U.S.C. Section 1251, et seq.; and in the rules or regulations adopted and guidelines promulgated pursuant to said laws.

D. “Public Works Project” means any capital improvement, maintenance, and/or repair within the Franchise Area that is undertaken by the City (and/or by the City’s contractors), regardless of the source of the City’s funds for said capital improvement, maintenance, and/or repair within the Franchise Area (including, but not limited to, parks, roads and/or streets, sidewalks, curbs, pedestrian and/or vehicle traffic, and storm water facilities). For the avoidance of doubt, the term “Public Works Project” shall include any such capital improvement, maintenance, and/or repair undertaken by the City which requires the relocation of the PUD’s Facilities within the

Franchise Area, even if such capital improvement, maintenance, and/or repair entails, in part, related work performed by and/or for a Third Party municipality (including special purpose districts) under a valid interlocal agreement (or other valid contractual agreement or obligation) between the City and such municipality (including special purpose districts). The term "Public Works Project" shall not include any improvements or repairs independently made or undertaken by a private third party.

E. "City" shall mean the City of Sedro-Woolley, a Washington municipal corporation.

F. "PUD" shall mean the Public Utility District No. 1 of Skagit County, a municipal corporation.

Section 2. Franchise Granted.

A. Term. Pursuant to RCW 35A.47.040, the City of Sedro-Woolley, a Washington municipal corporation hereby grants to Public Utility District No. 1 of Skagit County, a municipal corporation organized under the laws of the State of Washington, its heirs, successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth, a franchise for a period of 20 years, beginning on the effective date of this ordinance.

B. Extension of Term. The PUD and City may mutually agree to extend the term of this franchise on substantially the same terms and conditions as set forth herein for up to two extensions of five years per extension.

C. Rights Granted. This franchise grants the PUD the right, privilege and authority to construct, operate, maintain, replace, and use all necessary equipment and facilities for a water system, in, under, on, across, over, through, along or below the Franchise Area, as approved under City permits issued pursuant to this franchise. Nothing contained in this Franchise is to be construed as granting permission to The PUD to go upon any other public place other than those types of public places specifically identified above. Permission to go upon any other property owned or

controlled by the City, including but not limited to parks grounds, must be obtained on a case-by-case basis from the City.

Section 3. Non-Exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting further franchises for other utilities or services in, along, over, through, under, below or across the Franchise Area. This Agreement is intended to convey only a limited, non-exclusive, right and interest and is not a warranty of title or interest in the City roads or rights-of-way that comprise the Franchise Area. Such franchise shall in no way prevent or prohibit the City from using any of said roads, streets or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way, thoroughfares and other public properties of every type and description. It is provided, however, the City agrees not to compete with the PUD as a water system or provider of water in the current service area of the PUD during the period of this Franchise, Provided that the City's exercise of its own water rights for the purpose of irrigating real property owned or leased by the City shall not be construed as competing with the PUD.

Section 4. Coordination, Shared Excavations.

A. Coordination. The City and the PUD shall each exercise all best reasonable efforts to coordinate any construction work that either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Franchise Area informed of its intent to undertake such construction work. The City and the PUD shall further exercise best reasonable efforts to minimize any delay or

hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

B. Use of Excavations. If, at any time or from time to time, either the City or the PUD shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both Parties; and (3) either party may deny such request for reasonable safety reasons. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

Section 5. Installation of Water Facilities

A. Applicable Standards. All work performed by the PUD under this Agreement shall be performed in accordance with permit(s) issued by the City, in compliance with the City Utility Policy and City Road Standards, together with all applicable federal laws and regulations, and the laws and regulations of the State of Washington, the provisions of any applicable City codes, ordinances, regulations, standards and procedures as now exist or as may be hereafter amended or superseded.

B. Interference. The PUD's Facilities shall be located and maintained within the Franchise Area so as not to interfere with the free passage of pedestrian and/or vehicle traffic therein, or with the reasonable ingress or egress to the properties abutting the Franchise Area as they exist at the time of installation of the Facilities in accordance with the laws of the State of Washington and the ordinances and regulations of the City. The City shall cooperate with the PUD to provide and allow temporary road closures as may be reasonably necessary for the construction or maintenance of the PUD's Facilities within the Franchise Area.

C. Restoration. The PUD shall restore the surface of the Franchise Area that is disturbed or damaged by the PUD through the installation or maintenance of its facilities within the Franchise Area, to at least the same condition as existed immediately prior to any such work. The City shall have final approval of the condition of the Franchise Area after restoration pursuant to the provisions of applicable City codes, ordinances, regulations, standards, policies, and procedures as now exist or as may be hereafter amended or superseded. Should the PUD cause or leave any portion of the Franchise Area to be damaged or disturbed by the performance of this Agreement in a condition that the City reasonably determines to be unsafe, or otherwise fails to meet the City's Utility Policies or City Road Standards (as determined by the City), then the City may after notice of not less than five (5) days to the PUD (which notice shall not be required in case of an emergency), perform or have performed any and all work considered necessary to restore to a safe condition that portion of the Franchise Area so damaged or disturbed by the PUD, and the PUD shall pay to the City the reasonable cost of such work performed by the City.

D. Restoration of Monuments. All survey monuments which are disturbed or displaced by the PUD in its performance of any work under this Franchise shall be referenced and restored by the PUD, as per WAC 332-120, as from time to time amended, and all pertinent federal, state, and local standards and specifications.

Section 6. Relocation of Water Facilities.

A. Pre-Design Planning. Pursuant to RCW 35.21.905, the City shall reasonably consult with the PUD in the pre-design phase of any Public Works Project anticipated to require the relocation of any Facilities. Such consultation shall include reasonable written notice to the PUD of the proposed relocation to the PUD's Facilities to be provided at least 90 days prior to the commencement of such Project, or such lesser time as the parties may mutually agree, together with copies of pertinent portions of the plans and specifications for the City's Public Works project necessitating the

relocation, PROVIDED, that asphalt overlays that require height adjustments to The PUD's Facilities, shall not be subject to the terms of this Section 6. Whenever the PUD's Facilities are required to be adjusted in height due to an asphalt overlay, the PUD will be responsible for the full cost and expense of any such adjustments. In lieu of the PUD performing the height adjustments, the City may consider a direct payment from the PUD to the City for the City's actual costs and expenses incurred to perform such work (when the PUD and City may both agree that a direct payment is in the best interest of both parties), and such payment shall be made to the City by the PUD within thirty (30) days of receipt of an invoice from the City. If the PUD is otherwise required to raise the PUD's Facilities pursuant to an asphalt overlay, the City shall provide at least sixty (60) days' notice before such Facilities need to be raised.

B Cost of Relocation. Subject to subsection A, whenever the City causes the construction of any Public Works Project within the Franchise Area and such construction requires the relocation of the PUD's Facilities from their existing location within the Franchise Area, such relocation shall be accomplished by the PUD at no cost, expense, or liability to the City, and within timeframes specified by the City. The site of any relocated facilities shall be determined and mutually approved by the City and the PUD. The cost of acquiring additional real property to accommodate The PUD's facilities shall be borne by the PUD.

C. Alternatives to Relocation. The PUD may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the PUD in writing if one or more of the alternatives is suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, the PUD shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the PUD full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, the

PUD shall relocate its facilities as otherwise provided in this Section. Provided, however, the parties agree to exercise good faith, reasonable and timely decision making especially when issues arise in the field pertaining to relocations.

D. Timing of Relocation. To the maximum extent provided by law, the PUD is responsible and liable for the timely performance and relocation of its Facilities located within the Franchise Area (to facilitate any Public Works Project), and to this extent the PUD further agrees (to the maximum extent permitted by law), to be liable and responsible for costs, expenses, and/or damages suffered by the City arising from and/or related to a delay caused by the PUD's failure to timely relocate the Facilities within the Franchise Area, pursuant to the terms of this Section 5.

E. Emergency Relocation. In the event of an emergency posing a threat to public safety or welfare that requires the relocation of the PUD's Facilities within the Franchise Area, the City shall give the PUD notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City, the PUD shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities.

F. Relocations for Third Parties. Whenever any Third Party requires and requests the relocation of the PUD's Facilities to accommodate work of such Third Party within the Franchise Area, the PUD shall have the right as a condition of any such relocation to require payment by the Third Party to the PUD, at a time and upon terms acceptable to The PUD, for any and all costs and expenses incurred by the PUD in the relocation of the PUD's Facilities. Any condition or requirement imposed by the City upon any Third Party (including, but not limited to, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of the PUD's Facilities within the Franchise Area shall be a condition or requirement causing relocation of the PUD's Facilities to occur subject to

the provisions of subsection D above; provided, however in the event the City reasonably determines and notifies the PUD that the primary purpose of imposing such condition or requirement upon such Third Party is to cause or facilitate the construction of a Public Works Project to be undertaken within a segment of the Franchise Area on the City's behalf and consistent with the City's Capital Facility Plan and/or Transportation Improvement Program, then the PUD shall otherwise relocate its Facilities within such segment of the Franchise Area in accordance with this Agreement, and such relocation shall be accomplished by the PUD at no cost or expense to the City.

G. Alternatives to Relocation. As to any relocation of the PUD's Facilities whereby the cost and expense thereof is to be borne by the PUD in accordance with this Section 6, the PUD may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to relocation of its Facilities. Upon the City's receipt from the PUD of such written alternatives, the City shall evaluate such alternatives and shall advise the PUD in writing (at the City's sole option and discretion) if one or more of such alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the PUD's Facilities. In the event the City reasonably determines that such alternatives are not appropriate, the PUD shall relocate its Facilities as otherwise provided in this Agreement.

H. Survival. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

I. Nonexclusive Arrangement for Relocation. The provisions of this Section shall in no manner preclude or restrict the PUD from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project. The

City on occasion will be constructing, reconstructing and/or relocating roads, streets, public ways, areas or facilities within the Franchise Area which will require the PUD to install and/or relocate part of its water system. The PUD will be relying on the alignment, lines and grades as set forth in City's approval plans wherein the PUD thereafter constructs or reconstructs its water system in accordance with City's requirements and City standards. Therefore, if the City thereafter again adjusts and/or revises the alignment, line or grade for a road, street, public way or area, before this part of the PUD's water system has been in place for five (5) years (commencing with the initial City revision), then the City agrees to reimburse the PUD a pro rata share of the total relocation costs based on five (5) year life expectancy for the portion of the PUD's water system that is affected by the City revision unless differently agreed to in writing by City and the PUD at the time of the installation or relocation.

Section 7. Excavations.

A. Noninterference During Construction. During any period of relocation, construction or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public rights-of-way and other public properties so as to interfere as little as practicable with the free passage of traffic and the free use of adjoining property, and the PUD shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington.

B. Permit Required. Whenever the PUD shall desire to excavate in any public right-of-way or other public property for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so and upon obtaining a permit shall give the City at least twenty-four (24) hours' notice during the normal work week of the PUD's intent to commence work in the public right-of-way. In no case shall any work commence within any public right-of-way or other public property without a permit, except as otherwise provided in this franchise

ordinance. During the progress of the work, the PUD shall not unnecessarily obstruct the passage or proper use of the right-of-way, and shall file as-built plans or maps with the City showing the proposed and final location of its facilities.

Section 8. Restoration after Construction. The PUD shall, after abandonment approved under Section 13 herein, or installation, construction, relocation, maintenance, or repair of water facilities within the franchise area, restore the surface of the right-of-way or public property to at least the same condition the property was in immediately prior to any such installation, construction, relocation, maintenance or repair. The Public Works Director shall have final approval of the condition of such streets and public places after restoration. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. The PUD agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the franchise area or other affected area at its sole cost and expense. The provisions of this Section shall survive the expiration, revocation or termination by other means of this franchise.

Section 9. The PUD's Maps, Records and Plans.

A. As-Built Plans. After construction is complete, and at a reasonable time thereafter, the PUD shall provide to the City upon request and at no cost, a copy of all as-built plans, maps and records; provided, however, any such plans so submitted shall be for informational purposes only and shall not be construed to make any warranty to the City or to any Third Party as to the accuracy of the plans.

B. Locates. The PUD and the City shall each comply with their respective obligations under Chapter 19.122 RCW, and any other applicable State law. Upon the City's request, the PUD shall verify the location of its underground Facilities within the Franchise Area by reasonable methods determined by the PUD at no expense to the City. In the event that the PUD performs excavation (e.g. potholing), the City shall not

require any restoration of the disturbed area in excess of restoration to the same condition as existed immediately prior to the excavation.

Section 10. Consideration For Agreement.

A. Identification of Consideration. The consideration for this agreement includes, but is not limited to, the mutual and individual benefits of this agreement that allow each of the parties the ability to make long term planning decisions in light of the provisions set forth herein, the waiver of permit fees, as provided in this agreement, the non-competition provisions as provided in this agreement, the transfer of ownership and maintenance of fire hydrants from the City to the PUD as provided in Section 10(C) and access to water for City fire and public works purposes as provided in Section 10(D).

B. Equality of Terms. If the City grants to any other water provider a franchise with terms that are over-all more favorable than those set forth herein, the PUD shall have the right to renegotiate the provisions of this franchise that the PUD believes are over-all more favorable than those set forth herein. The PUD shall also have the right to renegotiate the provisions of this franchise that are affected by a substantial change in state or federal law that would allow the City the opportunity to tax and assess additional revenue from the PUD's operations within the corporate boundaries of the City.

In the case where the parties do not agree on the renegotiation or identification of affected provisions of this franchise, the parties agree to an arbitration process as set forth in the Dispute Resolution Section of this Franchise.

C. Transfer of ownership and maintenance of fire hydrants. The City hereby transfers all rights, interest and ownership, if any, to fire hydrants connected to the PUD's water system within the City's limits to the PUD. The PUD accepts all rights, interest and ownership of those fire hydrants and further agrees to keep and maintain those fire hydrants in good working order. Future hydrants will be installed at locations as determined by the City's Fire Chief and required as part of a permit.

D. Fire Department Use. The PUD agrees to provide water for fire department use (training and actual firefighting) and for City construction use at no charge to the City.

E. Change of Law. If there is a substantial change in the law that undermines the ability of one or both of the parties to receive the benefits of this agreement, one or both of the parties may re-open this agreement to address the terms affected by the substantial change in the law.

Section 11. Emergency Work -- Permit Waiver. In the event of any emergency in which any of the PUD's facilities located in or under any street, breaks, are damaged, or if the PUD's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual or the City, the PUD shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve the PUD from the requirement of obtaining any permits necessary for this purpose, and the PUD shall apply for all such permits not later than the next succeeding day during which City Hall is open for business.

Section 12. Dangerous Conditions, Authority for City to Abate. Whenever construction, installation or excavation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the Public Works Director may direct the PUD, at the PUD's own expense, to take actions to protect the public, adjacent public places, City property or street utilities; and such action may include compliance within a prescribed time.

In the event that the PUD fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist

which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and the PUD shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation or termination of this franchise. The PUD shall relocate, at its cost, any structures that the Public Works Director objectively determines are located in a place or in a way so as to constitute a danger to the public. City and the PUD agree to take the following actions:

A. Except for those conditions set forth in Section 12 (b), in the event a fire hydrant ceases to function the PUD shall promptly repair or replace at the PUD discretion the fire hydrant within thirty days after receiving notice from the City identifying which fire hydrant has ceased to function.

B. In the event a fire hydrant is leaking water, City may enter upon the property and take such actions as are necessary to abate the leak in order to prevent future loss of water, danger to undermining City rights of way and other damages. As soon as reasonably possible, the City shall contact the PUD to schedule permanent repairs or replacement and The PUD's discretion.

Section 13. Permits and Fees.

The PUD shall be required to obtain all permits from the City necessary for work in the City and/or in the City's rights-of-way. In consideration of this agreement, including the factors set forth in Section 10, and the non-competition agreement provided in Section 3 hereof, The PUD shall not be subject to any permit fees associated with the PUD's activities (except those undertaken by the PUD for a private development customer) through the authority granted in this franchise ordinance or under the laws of the City.

In addition to the above, the PUD shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency caused by the

negligence of the PUD. City agrees to process the PUD's and the PUD's contractor's permits in the same expeditious manner as other permit applicants' permits are processed. Permits may be processed by facsimile or electronic mail.

Section 14. Indemnification. The PUD hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by the PUD's own employees to which the PUD might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property, monetary losses, including refunds of charges or fees paid by customers, of which it is alleged or proven that the acts or omissions of the PUD, its agents, servants, officers or employees in performing this franchise caused or contributed thereto, including claims arising against the City by virtue of the City's ownership or control of the rights-of-way or other public properties, by virtue of the PUD's exercise of the rights granted herein, including payment of any monies to the City, or by virtue of the City's permitting the PUD's use of the City's rights-of-way or other public property, based upon the City's inspection or lack of inspection of work performed by the PUD, its agents and servants, officers or employees in connection with work authorized on the City's property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with this franchise.

The PUD shall indemnify, defend and hold the City, its appointed and elective officials, agents, officers, employees, and volunteers harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorney's fees, made against the City on account of violation of any environmental laws applicable to the Facilities, or from any release of Hazardous Substances on or from the Facilities. This indemnity includes, but is not limited to: (a) liability for a governmental agency's costs of removal or remedial action

for Hazardous Substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to Hazardous Substances; and (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws.

Inspection or acceptance by the City of any work performed by the PUD at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the PUD refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of the PUD, then the PUD shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the PUD and the City, its officers, employees and agents, the PUD's liability hereunder shall be only to the extent of the PUD's negligence unless otherwise provided by law. It is further specifically and expressly understood that the indemnification provided herein constitutes the PUD's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this Section shall survive the expiration or termination of this franchise agreement.

Section 15. Insurance. To the extent that the PUD is legally obligated by this franchise, the PUD's self-insurance fund and/or insurance policies shall provide adequate protection to City in amounts equivalent to the levels set forth herein below. The PUD's general comprehensive liability policy which includes automobile liability coverage (if such a policy continues to be obtained), shall have an endorsement naming City and its officers and employees as additional insureds for their actions pursuant to this franchise.

The amounts of insurance coverage that the PUD shall maintain, whether by self-insurance or insurance policies shall not be the equivalent of less than the following:

- A. Automobile Liability insurance with limits no less than \$1,000,000 Combined Single Limit per accident for bodily injury and property damage; and
- B. Commercial General Liability insurance, written on an occurrence basis with limits no less than \$3,000,000 combined single limit per occurrence and \$5,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of the PUD.

Any insurance policy(ies) obtained by the PUD to comply herewith shall name the City (its officers, employees and volunteers,) as an additional insured with regard to activities performed by or on behalf of the PUD. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit

is brought, except with respect to the limits of the insurer's liability. The PUD's insurance shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance policy or policies obtained by the PUD to comply with this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Any failure to comply with the insurance reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Section 16. Abandonment of the PUD's Facilities.

A. No water line larger than six inches (6") or significant facility installed by the PUD under street pavement may be abandoned by the PUD without the express written consent of the City, which shall not be unreasonable withheld. Any such Facilities to be left in place shall be made inert by purging, disconnecting, and/or sealing such Facilities, all in compliance with applicable laws, regulations and industry standards.

B. In the event the City declines to consent to abandonment, the PUD shall within one hundred and eighty (180) days (or within such additional time as is agreed to between the parties) after such permanent cessation of use, remove such Facilities at the sole cost and expense of the PUD.

C. Any proposal for abandonment that requires City consent or removal of the PUD's facilities subject to this section must be first approved by the Public Works Director, and all necessary permits must be obtained prior to such work. Except as explicitly agreed by the parties prior to abandonment, if any abandoned facility conflicts with a City Public Works project, the PUD will remove the abandoned facility at its own

expense. The provisions of this Section shall survive the expiration, revocation or termination of this franchise agreement.

Section 17. Street Vacations.

A. The City may have occasion to vacate certain streets, public ways or areas that have the PUD's lines and facilities located thereon. If the City shall vacate any such City road and/or rights-of-way which are part of the Franchise Area, then the City may at its option and by giving one hundred and eighty (180) days' written notice to the PUD, terminate this Franchise with reference to such road and/or rights-of-way so vacated, and the City shall not be liable for any damages or loss to the PUD by reason of such termination.

B. The City agrees to exert reasonable good faith efforts to reserve an easement for the PUD's lines and facilities when a street, public way or area is vacated. If it is not feasible for City to reserve an easement for the PUD's line(s) and facilities, the proponents of the vacation shall be required (by the City, to reimburse the PUD all costs to relocate said line(s) and facilities.

Section 18. Annexation. Whenever any Skagit County roads and/or rights-of-way shall fall within the city or town limits as a consequence of annexation, this Franchise shall extend to all such County roads and/or rights-of-way included in such annexation.

Section 19. Modification. The City and the PUD hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

Section 20. Exercise of City Authority. The parties acknowledge that the City has authority to operate its own water system and also has authority to contract with other public or private entities for the purchase of water. The PUD's long range planning would be improved, and its rate structure stabilized if the City did not elect to exercise its authority in the service area of the PUD. Therefore, the PUD agrees that for and in

consideration of the City not exercising its authority to operate its own water system in the service area served by the PUD, or not contracting with other public or private entities for the purchase of water in said service area, and the other factors of consideration set forth in this agreement, the PUD shall accept ownership and responsibility for maintenance of all current and future fire hydrants that are connected to the PUD's water system as detailed in Section 10(c). It is provided, however, that absent any Federal, State or other governmental laws or regulations to the contrary, such ownership and maintenance of fire hydrants shall not result in a surcharge to the customers in the City of Sedro-Woolley, but instead will be an overall system cost. It is further provided that nothing herein shall be deemed to impair the authority of the City to exercise its governmental powers, including but not limited to the City's authority to adopt development regulations and zoning controls which regulate the number, location and types of fire hydrants to serve development within the City.

Section 21. Forfeiture and Revocation. If the PUD willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given the PUD by the City under the provisions of this franchise, then the PUD shall, at the election of the Sedro-Woolley City Council, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council after a hearing held upon reasonable notice to the PUD. The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the PUD to comply with the provisions of this Ordinance and to recover damages and costs incurred by the City by reason of the PUD's failure to comply.

Section 22. Remedies to Enforce Compliance. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force the PUD and/or its successors and assigns to comply with the terms hereof, and

the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

Section 23. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any facilities by the PUD, and the PUD shall promptly conform with all such regulations, unless compliance would cause the PUD to violate other requirements of law.

Section 24. Compliance with Laws and Regulations. At all times during the term of this Franchise, the PUD shall fully comply with all applicable federal, state, and local laws and regulations currently in effect or subsequently amended.

Section 25. Dispute Resolution.

A. If there is any dispute or alleged default with respect to performance under this Franchise, the City shall notify the PUD in writing, stating with reasonable specificity the nature of the dispute or alleged default. Within ten (10) business days of its receipt of such notice, the PUD shall provide written response to the City that shall acknowledge receipt of such notice and state the PUD's intentions with respect to how the PUD shall respond to such notice. The PUD shall further have thirty (30) days (the "cure period") from its receipt of such notice to:

1. Respond to the City, contesting the City's assertion(s) as to the dispute or any alleged default and requesting a meeting, or;
2. Resolve the dispute or cure the default, or;

3. Notify the City that the PUD cannot resolve the dispute or cure the default within thirty (30) days, due to the nature of the dispute or alleged default. Notwithstanding such notice, the PUD shall promptly take all reasonable steps to begin to resolve the dispute or cure the default and notify the City in writing and in detail as to the actions that will be taken by the PUD and the projected completion date. In such case, the City may set a meeting in accordance with Section 25(B).

B. If any dispute is not resolved or any alleged default is not cured or a meeting is not requested or set in accordance with Section 25 (A), then the Parties shall promptly schedule a meeting to discuss the dispute or any alleged default. The City shall notify the PUD of the meeting in writing and such meeting shall take place not less than ten (10) business days after the PUD's receipt of notice of the meeting. Each Party shall appoint a representative who shall attend the meeting and be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute or reach agreement on any alleged default and/or any corrective action to be taken. Any dispute (including any dispute concerning the existence of or any corrective action to be taken to cure any alleged default) that is not resolved within ten (10) business days following the conclusion of the meeting shall be referred by the Parties' to the senior management of the Parties for resolution. In the event senior management is unable to resolve the dispute within twenty (20) business days of such referral (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute or any alleged default through other legal means consistent with this Franchise. All negotiations pursuant to these procedures for the resolution of

disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

C. If, at the conclusion of the steps provided for in subsection (A) and (B) above, the City and the PUD are unable to settle the dispute or agree upon the existence of a default or the corrective action to be taken to cure any alleged default, the City or the PUD (as the PUD may have authority to do so) may:

1. Take any enforcement or corrective action provided for in City code or PUD policy , as from time to time amended; provided such action is not otherwise in conflict with the provisions of this Franchise, and State and/or Federal law, and/or;
2. Declare an immediate forfeiture of this Franchise for a breach of any material obligations under this Franchise and/or;
3. Take such other action to which it is entitled under this Franchise or any applicable law.
4. Pursue any Alternative Remedies as provided in Section 12.

D. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this agreement, the venue of such action or litigation shall be in the Skagit County Superior Court. This Agreement shall be governed by the laws of the State of Washington.

E. Unless otherwise agreed by the City and the PUD in writing, the City and the PUD shall, as may be reasonably practicable, continue to perform their respective obligations under this Franchise during the pendency of any dispute.

F. This Section 25 (or any other provision of this Franchise) shall not be deemed to bar the right of the City or the PUD to seek or obtain judicial relief from a violation of any term or provision of this Franchise. The dispute resolution timeframes specified within this Section 25 shall not alter or impair the PUD's duty to relocate Facilities within the Franchise Area pursuant to the terms of Section 6 of this Franchise, and shall not alter or impair the PUD's duty to locate underground Facilities within the Franchise Area pursuant to the terms of this Franchise.

Section 26. Acceptance. Within sixty days after the passage and approval of this Ordinance, this franchise may be accepted by the PUD by its filing with the City Clerk an unconditional written acceptance thereof. Failure of the PUD to so accept this franchise within said period of time shall be deemed a rejection thereof by the PUD, and the rights and privileges herein granted shall, after the expiration of the sixty day period, absolutely cease (?), unless the time period is extended by ordinance duly passed for that purpose.

Section 27. Survival. All of the provisions, conditions and requirements of Sections x, Relocation of Water Facilities; x(c), Transfer of Ownership and Maintenance of Fire Hydrants; x, Dangerous Conditions; x, Indemnification; and x, Abandonment of the PUD's Facilities, of this franchise shall be in addition to any and all other obligations and liabilities the PUD may have to the City at common law, by statute, or by contract, and shall survive the City's franchise to the PUD for the use of the areas mentioned in Section 1 herein, and any renewals or extensions thereof (however, such survival period extends only through the applicable statute of limitations period). All of the provisions, conditions, regulations and requirements contained in this franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the PUD and all privileges, as well

as all obligations and liabilities of the PUD shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the PUD is named herein.

Section 28. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise Ordinance. In the event that any of the provisions of this franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this franchise and may amend, repeal, add, replace or modify any other provision of this franchise, or may terminate this franchise.

Section 29. Assignment. This agreement may not be assigned or transferred without the written approval of the City.

Section 30. Relationship of the Parties. Nothing in this Franchise shall be construed to create or confer any right or remedy upon any person(s) other than the City and the PUD. No action may be commenced or prosecuted against any Party by any Third Party claiming as a Third Party beneficiary of this Franchise. This Franchise shall not release or discharge any obligation or liability of any Third Party to either Party.

Section 31. Notice. Any notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified:

City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Attention: Finance Director

Public Utility District No. 1 of Skagit County
PO Box 1436
1415 Freeway Drive

Mount Vernon, WA 98273
Attention: Robert Powell, General Manager

Section 32. Effective Date. This franchise ordinance shall be effective five (5) days after passage and publication as provided for by law.

ADOPTED by the City Council this 27th day of February, 2013.

CITY OF SEDRO-WOOLLEY

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to Form:

Eron Berg, City Attorney

Published:

Effective:

ACCEPTANCE, this Franchise has been executed by the duly authorized representatives of Public Utility District No. 1 of Skagit County, on this _____ day of _____, 2013:

Robert B. Powell, General Manager

Approved as to Form

Gilbert & Gilbert Lawyers, Inc., P.S.

Peter Gilbert, Attorney for PUD No. 1 of Skagit County