

Next Ord: 1818-15  
Next Res: 923-15

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**

**July 22, 2015**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar.....3-17

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 #181893 to #181987 plus EFT's in the amount of \$315,257.76
  - Payroll Checks #58619 to #58633 plus EFT's in the amount of \$243,451.22

- 4. Swearing-in of Officers Zach Carroll, Jed Cates, Bryan Hull and Austin McCombs
- 5. Special Recognition honoring Don Wick, Executive Director of EDASC (Resolution 922-15)...18-19
- 6. Public Comment.....20

**PUBLIC HEARING**

- 7. Solid Waste Rate changes relating to commercial recycling and curbside food & yard waste (2<sup>nd</sup> reading).....21-27

**UNFINISHED BUSINESS**

- 8. Port of Skagit proposal regarding Northern State (follow up from July 17 meeting).....28-29

**NEW BUSINESS**

- 9. Skagit Soils Contract (1<sup>st</sup> reading).....30-35

10. STP Call for Projects Grant Application for the SR20/SR9N-Township Intersection Improvements Project (*action requested*).....36-40

11. Jail Medical & Amendment to the Jail Interlocal (*action requested*).....41-59

- *motion to approve and ratify jail medical agreement effective July 1, 2015*
- *motion to approve amendment to the jail interlocal agreement*

12. Proposed Amendments to the Sedro-Woolley Municipal Code, Chapter 16.28 Binding Site Plan (*1<sup>st</sup> reading*).....60-97

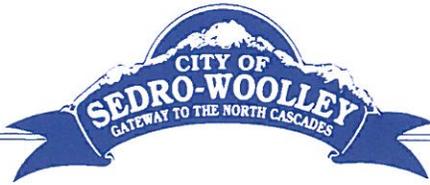
**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION**

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

JUL 22 2015

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



DATE: July 22, 2015  
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 July 22, 2015 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.  
  - \_\_\_ Ward 1 Councilmember Kevin Loy
  - \_\_\_ Ward 2 Councilmember Germaine Kornegay
  - \_\_\_ Ward 3 Councilmember Brenda Kinzer
  - \_\_\_ 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.

JUL 22 2015

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
July 8, 2015 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Keith Wagoner, Rick Lemley and Brett Sandström. Staff: Recorder Brue, City Supervisor/Attorney Berg, Public Works Director Freiburger, Planning Director Coleman, Fire Chief Klinger and Police Chief Tucker.

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
  - Claim Checks #181825 to #181892 in the amount of \$113,945.46
  - Payroll Checks #58601 to #58618 plus EFT's in the amount of \$295,841.30
- Possible Bid Award – Public Works Agreement No. 2015-PW-24 – 2015 On-Call Wastewater Treatment Plant Equipment Repairs

Councilmember Kinzer moved to approve the consent calendar items A through D. Seconded by Councilmember Wagoner Motion carried (6-0).

Public Comment

Jo Ellen Kesti – 894 Brickyard Blvd. addressed the Council regarding the 3 hour parking limit on North Reed Street. She said she was speaking on behalf of her neighbor, Norman Rindal. She noted because of the parking limit on North Reed people are coming into their neighborhood to park their cars and are over staying.

## **PUBLIC HEARINGS**

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

### Solid Waste Rate Changes Relating to Commercial Recycling and Curbside Food & Yard Waste

City Attorney/Supervisor Berg reviewed activity with the Solid Waste changes. He noted the totes have arrived, the truck has been ordered and a new employee has been hired. Flyers were

inserted in the most recent utility billing announcing the changes in the program. Two other inserts are planned in subsequent billings.

Some discussion was held regarding the outreach for tenant notification and glass recycling trends.

Berg reviewed the proposed ordinance amending and adding sections to the municipal code and establishing rates and charges for commercial recycling and residential food and yard waste. He noted he would like to make additional changes to the code in the near future to make it more user friendly. He addressed the commercial recycling being an open market and the proposed pricing is to be competitive within the market.

The topic will be on the agenda for action at the next meeting. The go live date of the program is September 1, 2015.

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

### Northern State: Special Meeting on July 17<sup>th</sup> from 10:00 – 12:00.

Police Chief Tucker – reported on an eventful 4<sup>th</sup> of July with lots of fireworks on the 4<sup>th</sup>, but about the same as past years. Chief Tucker noted they responded to 40 calls on the 4<sup>th</sup>. He also reported the new candidates who are currently in the academy came in to help for the parade. There were a number of changes to the parade to help with crowd control. Tucker reported the first two candidates will be graduating from the academy next Wednesday and that within the next month, there should be four new faces on the street. He also reported the loss of a Sargent due to deployment with the Coast Guard for up to a year. Tucker commended the Street crew for a great job of clean up after the parade and noted that nine citations were written for fireworks on the 4<sup>th</sup>.

Council discussion ensued regarding fill in for deployed Sergeant, officer presence at the Carnival, and parking at the carnival.

Fire Chief Klinger – reported they responded to 20 incidents on the 4<sup>th</sup>. (8 fires, 10 medical and 2 service calls). 100% of the fires were fireworks related.

Public Works Director Freiberger – reported on an active open house on the Jameson Arterial Extension. He listed some of the concerns expressed. Freiberger updated the Council on the Virginia/Greenstreet/Dean Sanitary Sewer Project, Babe Ruth Baseball Field Project, John Liner Pump Station Upgrade and the 205 North Reed Cleanup. Freiberger also presented a late materials item for approval of Amendment 2 to the Six Year TIP 2015-2020. The amendment would allow us to be in line for funds from other projects that have not been able to meet their deadlines.

Councilmember Sandström moved to approve Amendment 2 to the 2015 – 2020 Six Year Transportation Improvement Program. Seconded by Councilmember Kornegay. Motion carried (6-0).

City Supervisor/Attorney Berg – commented on an excellent Loggerodeo and a wonderful parade. He also noted the City crew did a great job with the clean-up. He also reminded Councilmembers of the upcoming special meeting on July 17 on the Northern State Project from 10:00 A.M. – 12:00 P.M.

Councilmember Loy – thanked Public Works for the addition of more picnic tables at Bingham Park. He also commended the Fire and Police Department for an excellent job during the Loggerodeo.

Councilmember Kornegay – noted she was impressed with the fireworks.

Councilmember Kinzer – concurred with others statements on Loggerodeo and thanked the Police, Fire and Street crew for their work.

Councilmember Wagoner – commented the parade was the best he’s seen. He noted the police presence at the Carnival.

Councilmember Lemley – concurred with other statements on Loggerodeo. He addressed the Council regarding the retirement of Don Wick of EDASC and requested the Council to make a formal acknowledgement of his contributions to the community. Lemley also addressed some of the handicap curbs and requested the top of the curb be painted for better vision. There has also been a lot of kids on bikes on the downtown sidewalks.

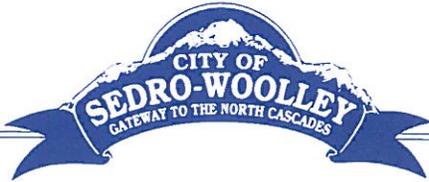
Councilmember Sandström – expressed thank you from the Loggerodeo board to the Fire Department Association, Police Department and the Street crew for their professionalism.

Councilmember Wagoner moved to adjourn. Seconded by Councilmember Kornegay. Motion carried (6-0).

The meeting adjourned at 8:00 P.M.

JUL 22 2015

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



DATE: July 22, 2015  
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 July 22, 2015.

Motion to approve Claim Checks #181893 to #181987 plus EFT's in the amount of \$315,257.76.

Motion to approve Payroll Checks #58619 to #58633 plus EFT's in the amount of \$243,451.22.

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.

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/09/2015 To: 07/22/2015

Time: 10:41:53 Date: 07/17/2015  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>4986</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>US Bank -- Purchase Cards</b>	<b>6,543.66</b>	
					001 - 513 10 43 000 - Meals/Travel	15.00	
					001 - 513 10 49 000 - Tuition/Registration	50.00	
					001 - 513 10 49 000 - Tuition/Registration	75.00	
					001 - 514 23 49 030 - Misc-Tuition/Registration	525.00	
					001 - 518 80 31 001 - Repair & Maintenance Sup	40.24	
					001 - 518 80 42 021 - Internet Services	96.00	
					001 - 518 80 42 021 - Internet Services	123.90	
					001 - 521 20 26 000 - Uniforms/Accessories	85.95	
					001 - 521 20 26 000 - Uniforms/Accessories	417.73	
					001 - 521 20 26 000 - Uniforms/Accessories	150.10	
					001 - 521 20 31 010 - Printing/Publications	24.98	
					001 - 521 20 48 010 - Repair & Maint - Auto	342.98	
					001 - 522 20 35 011 - EMS Minor Equipment	2,892.92	
					001 - 522 20 35 011 - EMS Minor Equipment	775.83	
					401 - 535 80 43 000 - Meals/Travel	44.44	
					401 - 535 80 49 030 - Misc-Tuition/Registration	170.00	
					103 - 542 30 31 000 - Operating Supplies	14.98	
					105 - 572 20 31 000 - Operating Supplies	48.79	
					105 - 572 20 31 010 - Supplies	80.24	
					105 - 572 20 34 000 - Summer Reading Program	179.03	
					105 - 572 20 34 000 - Summer Reading Program	32.57	
					105 - 572 20 34 000 - Summer Reading Program	37.90	
					105 - 572 20 43 000 - Travel	66.60	
					105 - 572 20 49 000 - Subscriptions	49.00	
					101 - 576 80 31 001 - Operating Sup - Riverfront	65.08	
					001 - 594 18 64 001 - Network Hardware	69.93	
					105 - 594 72 64 000 - Books & Materials	11.91	
					105 - 594 72 64 000 - Books & Materials	57.56	
<b>4987</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>WA State Dept Of Revenue</b>	<b>12,028.90</b>	
					001 - 522 20 31 000 - Operating Supplies	12.99	
					001 - 522 20 48 000 - Repairs/Maint-Equip	90.55	
					401 - 535 80 44 010 - Taxes & Assessments	5,742.86	
					102 - 536 20 44 010 - Taxes And Assessments	304.31	
					412 - 537 80 44 001 - Taxes & Assessments	5,688.85	
					105 - 572 20 44 010 - Taxes & Assessments	10.12	
					101 - 576 80 44 010 - Taxes And Assessments	179.22	
<b>4988</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181893</b>	<b>A WorkSAFE Service, Inc.</b>	<b>208.00</b>	
					401 - 535 80 41 000 - Professional Services	104.00	
					101 - 576 80 49 020 - Misc-Dues/CDL/Background	104.00	
<b>4989</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181894</b>	<b>AT &amp; T</b>	<b>144.01</b>	
					001 - 512 50 42 020 - Telephone	0.72	
					001 - 513 10 42 020 - Telephone	1.44	
					001 - 514 23 42 020 - Telephone	27.36	
					001 - 515 30 42 001 - Telephone	7.20	
					001 - 518 80 42 020 - Telephone	0.72	
					001 - 521 20 42 020 - Telephone	51.85	
					001 - 522 20 42 020 - Telephone	12.96	
					001 - 524 20 42 020 - Telephone	8.64	
					401 - 535 80 42 020 - Telephone	4.32	
					412 - 537 80 42 020 - Telephone	2.88	
					001 - 558 60 42 020 - Telephone	10.08	
					105 - 572 20 42 020 - Telephone	2.88	
					001 - 595 10 42 020 - Telephone	12.96	
<b>4990</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181895</b>	<b>ATV Signs</b>	<b>34.72</b>	
					001 - 595 10 31 001 - Address & Street Signs-Reiml	34.72	
<b>4991</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181896</b>	<b>All-Phase Electric</b>	<b>1,079.79</b>	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

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Time: 10:41:53 Date: 07/17/2015  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 63 48 000		- Repairs/Maintenance	1,079.79	
<b>4992</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181897</b>	<b>Aramark Uniform Services</b>	<b>29.88</b>	
			401 - 535 80 49 000		- Laundry	8.22	
			401 - 535 80 49 000		- Laundry	8.22	
			103 - 542 30 49 000		- Misc-Laundry	6.72	
			103 - 542 30 49 000		- Misc-Laundry	6.72	
<b>4993</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181898</b>	<b>Assoc Petroleum Products</b>	<b>6,059.89</b>	
			001 - 518 20 32 000		- Auto Fuel	249.67	
			001 - 521 20 32 000		- Auto Fuel	1,250.76	
			001 - 522 20 32 000		- Auto Fuel/Diesel	619.70	
			001 - 523 20 32 000		- Auto Fuel	27.53	
			401 - 535 80 32 000		- Auto Fuel/Diesel	107.31	
			401 - 535 80 32 000		- Auto Fuel/Diesel	100.23	
			412 - 537 80 32 000		- Auto Fuel/Diesel	174.62	
			412 - 537 80 32 000		- Auto Fuel/Diesel	1,412.78	
			103 - 542 30 32 000		- Auto Fuel/Diesel	259.41	
			103 - 542 30 32 000		- Auto Fuel/Diesel	500.99	
			103 - 542 30 32 000		- Auto Fuel/Diesel	174.56	
			103 - 542 30 32 000		- Auto Fuel/Diesel	49.58	
			103 - 542 30 32 000		- Auto Fuel/Diesel	87.39	
			101 - 576 80 32 000		- Auto Fuel/Diesel	731.19	
			101 - 576 80 32 000		- Auto Fuel/Diesel	158.21	
			101 - 576 80 32 000		- Auto Fuel/Diesel	70.93	
			101 - 576 80 32 000		- Auto Fuel/Diesel	85.03	
<b>4994</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181899</b>	<b>Association Of WA Cities</b>	<b>3,091.98</b>	
			001 - 521 20 27 000		- Retired Medical	3,091.98	
<b>4995</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181900</b>	<b>Bay City Supply</b>	<b>362.41</b>	
			101 - 576 80 31 001		- Operating Sup - Riverfront	188.52	
			101 - 576 80 31 005		- Operating Sup - Senior Ctr	173.89	
<b>4996</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181901</b>	<b>Bioscience Inc</b>	<b>1,725.00</b>	
			401 - 535 50 48 010		- Maintenance Of Lines	1,725.00	
<b>4997</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181902</b>	<b>Birch Equipment Co Inc</b>	<b>3,631.56</b>	
			101 - 576 80 45 001		- Equipment Rental	3,631.56	
<b>4998</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181903</b>	<b>Bonner Electrical Contracting LLC</b>	<b>6,059.36</b>	
			401 - 535 50 48 050		- Maint Of General Equip	6,059.36	
<b>4999</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181904</b>	<b>Boulder Park Inc</b>	<b>5,313.38</b>	
			401 - 535 80 35 020		- Solids Handling	5,313.38	
<b>5000</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181905</b>	<b>Capital One Commercial</b>	<b>631.49</b>	
			001 - 517 90 49 003		- Employee Wellness (supplies)	301.57	
			001 - 517 90 49 003		- Employee Wellness (supplies)	72.53	
			001 - 522 20 31 000		- Operating Supplies	257.39	
<b>5001</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181906</b>	<b>Cascade Natural Gas Corp</b>	<b>445.22</b>	
			001 - 521 20 47 000		- Public Utilities	10.60	
			001 - 522 50 47 000		- Public Utilities	47.01	
			401 - 535 80 47 000		- Public Utilities	43.94	
			412 - 537 80 47 000		- Public Utilities	20.71	
			103 - 542 63 47 000		- Public Utilities	10.60	
			103 - 542 63 47 000		- Public Utilities	3.48	
			105 - 572 20 47 000		- Public Utilities	11.61	
			101 - 576 80 47 010		- Community Center	103.64	
			101 - 576 80 47 020		- Senior Center	36.90	
			101 - 576 80 47 050		- Hammer Square	16.67	
			101 - 576 80 47 052		- Bingham Caretaker	8.13	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 052		Bingham Caretaker	26.79	
			101 - 576 80 47 070		City Hall	105.14	
<b>5002</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181907</b>	<b>Chemsearch</b>		<b>340.00</b>
			412 - 537 80 31 000		Operating Supplies	340.00	
<b>5003</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181908</b>	<b>Code Publishing Inc</b>		<b>578.52</b>
			001 - 511 30 34 000		Code Book	578.52	
<b>5004</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181909</b>	<b>Comcast</b>		<b>148.95</b>
			001 - 518 80 42 021		Internet Services	148.95	
<b>5005</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181910</b>	<b>Credo Graphics</b>		<b>884.00</b>
			412 - 537 80 31 000		Operating Supplies	234.00	
			412 - 537 80 31 000		Operating Supplies	298.00	
			412 - 537 80 31 000		Operating Supplies	352.00	
<b>5006</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181911</b>	<b>Crystal Springs</b>		<b>10.56</b>
			401 - 535 80 31 010		Operating Supplies	10.56	
<b>5007</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181912</b>	<b>Judge Scott K. Ahlf DMCJA</b>		<b>187.00</b>
			001 - 512 50 49 010		Dues/Subscriptions	187.00	
<b>5008</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181913</b>	<b>Databar</b>		<b>2,427.03</b>
			425 - 531 50 42 010		Postage	97.08	
			401 - 535 80 42 015		Postage	1,577.57	
			412 - 537 80 42 010		Postage	752.38	
<b>5009</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181914</b>	<b>Demco Inc</b>		<b>87.01</b>
			105 - 572 20 31 010		Supplies	87.01	
<b>5010</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181915</b>	<b>Dwayne Lane's North Cascade Ford</b>		<b>482.24</b>
			001 - 521 20 48 010		Repair & Maint - Auto	392.36	
			001 - 521 20 48 010		Repair & Maint - Auto	45.09	
			401 - 535 50 48 040		Maintenance Of Vehicles	44.79	
<b>5011</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181916</b>	<b>Dykstra Farms LLC</b>		<b>600.00</b>
			412 - 537 60 47 020		Site Yard Waste Disposal	600.00	
<b>5012</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181917</b>	<b>E &amp; E Lumber</b>		<b>419.97</b>
			001 - 522 20 35 000		Small Tools & Minor Equip	2.00	
			401 - 535 80 31 010		Operating Supplies	18.04	
			401 - 535 80 31 010		Operating Supplies	56.08	
			401 - 535 80 31 010		Operating Supplies	7.60	
			103 - 542 30 35 010		Safety Equipment	17.61	
			103 - 542 64 31 001		Painting & Striping Supplies	49.11	
			103 - 542 64 31 003		Temporary Devises TCCD	136.42	
			101 - 576 80 31 001		Operating Sup - Riverfront	-37.73	
			101 - 576 80 31 001		Operating Sup - Riverfront	9.68	
			101 - 576 80 31 001		Operating Sup - Riverfront	13.66	
			101 - 576 80 31 001		Operating Sup - Riverfront	3.14	
			101 - 576 80 31 002		Operating Sup - RV Park	22.54	
			101 - 576 80 31 002		Operating Sup - RV Park	29.57	
			101 - 576 80 31 005		Operating Sup - Senior Ctr	35.01	
			101 - 576 80 35 000		Small Tools & Minor Equip	57.24	
<b>5013</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181918</b>	<b>Edge Analytical Inc</b>		<b>129.00</b>
			401 - 535 80 41 000		Professional Services	129.00	
<b>5014</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181919</b>	<b>Emergency Medical Products Inc</b>		<b>46.39</b>
			001 - 522 20 31 011		EMS Supplies	46.39	
<b>5015</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181920</b>	<b>Enterprise Office Systems</b>		<b>146.77</b>

# CHECK REGISTER

City Of Sedro-Woolley  
MCAAG #: 0647

07/09/2015 To: 07/22/2015

Time: 10:41:53 Date: 07/17/2015  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 512 50 31 000 - Supplies			135.93	
			001 - 514 23 31 000 - Supplies			10.84	
<b>5016</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181921</b>	<b>Fastenal Company</b>		<b>193.50</b>
			412 - 537 80 31 000 - Operating Supplies			97.02	
			103 - 542 30 31 000 - Operating Supplies			96.48	
<b>5017</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181922</b>	<b>Federal Certified Hearing</b>		<b>20.00</b>
			101 - 576 80 49 020 - Misc-Dues/CDL/Background			20.00	
<b>5018</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181923</b>	<b>Frontier Building Supply</b>		<b>551.77</b>
			401 - 535 50 48 010 - Maintenance Of Lines			-11.46	
			401 - 535 50 48 010 - Maintenance Of Lines			99.34	
			103 - 542 64 31 001 - Painting & Striping Supplies			309.81	
			103 - 542 64 31 001 - Painting & Striping Supplies			154.08	
<b>5019</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181924</b>	<b>Frontier</b>		<b>1,671.94</b>
			001 - 512 50 42 020 - Telephone			39.06	
			001 - 513 10 42 020 - Telephone			58.59	
			001 - 514 23 42 020 - Telephone			58.59	
			001 - 515 30 42 001 - Telephone			26.04	
			001 - 518 80 42 020 - Telephone			19.53	
			001 - 521 20 42 020 - Telephone			195.45	
			001 - 521 20 42 020 - Telephone			73.21	
			001 - 521 20 42 020 - Telephone			65.17	
			001 - 522 20 42 020 - Telephone			71.61	
			001 - 524 20 42 020 - Telephone			19.53	
			401 - 535 80 42 020 - Telephone			52.08	
			401 - 535 80 42 020 - Telephone			281.50	
			102 - 536 20 42 020 - Telephone			86.26	
			412 - 537 80 42 020 - Telephone			26.04	
			412 - 537 80 42 020 - Telephone			104.59	
			103 - 542 30 42 020 - Telephone			6.51	
			001 - 558 60 42 020 - Telephone			19.53	
			105 - 572 20 42 020 - Telephone			32.55	
			105 - 572 20 42 020 - Telephone			153.04	
			101 - 576 80 42 020 - Telephone			13.02	
			101 - 576 80 47 070 - City Hall			78.07	
			101 - 576 80 47 070 - City Hall			146.40	
			001 - 595 10 42 020 - Telephone			45.57	
<b>5020</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181925</b>	<b>G.W. Inc. Law Enforcement &amp; Safety Eq.</b>		<b>184.45</b>
			001 - 594 21 64 000 - Machinery & Equipment			465.47	
			001 - 594 21 64 000 - Machinery & Equipment			-281.02	
<b>5021</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181926</b>	<b>Glenn Gardner</b>		<b>1,426.78</b>
			001 - 521 20 48 010 - Repair & Maint - Auto			162.75	
			001 - 521 20 48 010 - Repair & Maint - Auto			70.53	
			001 - 521 20 48 010 - Repair & Maint - Auto			1,193.50	
<b>5022</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181927</b>	<b>Geotest Services Inc</b>		<b>1,925.00</b>
			103 - 542 30 41 000 - Professional Services			1,925.00	
<b>5023</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181928</b>	<b>Guardian Security</b>		<b>1,587.52</b>
			001 - 521 20 41 001 - Professional Services			210.00	
			001 - 522 50 49 050 - Fire/Theft Protection			165.00	
			401 - 535 80 31 010 - Operating Supplies			210.00	
			101 - 576 80 31 004 - Operating Sup - Comm Cente			165.00	
			101 - 576 80 31 005 - Operating Sup - Senior Ctr			165.00	
			101 - 576 80 31 006 - Operating Sup - City Hall			270.00	
			101 - 576 80 48 004 - Community Center			402.52	
<b>5024</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181929</b>	<b>Patrick Hayden</b>		<b>2,500.00</b>

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			001 - 515 30 41 001		Prosecuting Attorney	2,500.00	
<b>5025</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181930</b>	<b>Honey Bucket</b>		<b>75.00</b>
			101 - 576 80 47 090		Portable Toilets	75.00	
<b>5026</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181931</b>	<b>Ingram Library Services</b>		<b>625.09</b>
			105 - 594 72 64 000		Books & Materials	88.68	
			105 - 594 72 64 000		Books & Materials	54.99	
			105 - 594 72 64 000		Books & Materials	143.01	
			105 - 594 72 64 000		Books & Materials	33.42	
			105 - 594 72 64 000		Books & Materials	4.06	
			105 - 594 72 64 000		Books & Materials	29.61	
			105 - 594 72 64 000		Books & Materials	259.38	
			105 - 594 72 64 000		Books & Materials	11.94	
<b>5027</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181932</b>	<b>J &amp; K Associates</b>		<b>79,942.80</b>
			501 - 594 42 64 000		Equip & Vehicles - Streets	79,942.80	
<b>5028</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181933</b>	<b>JB Industrial</b>		<b>208.20</b>
			401 - 535 80 31 010		Operating Supplies	208.20	
<b>5029</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181934</b>	<b>Law Office of Glen Hoff</b>		<b>308.00</b>
			001 - 515 93 41 001		Indigent Defense Conflict Coi	154.00	
			001 - 515 93 41 001		Indigent Defense Conflict Coi	11.00	
			001 - 515 93 41 001		Indigent Defense Conflict Coi	71.50	
			001 - 515 93 41 001		Indigent Defense Conflict Coi	49.50	
			001 - 515 93 41 001		Indigent Defense Conflict Coi	22.00	
<b>5030</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181935</b>	<b>Lithtex NW</b>		<b>99.32</b>
			001 - 512 50 31 000		Supplies	99.32	
<b>5031</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181936</b>	<b>Lochner</b>		<b>39,999.29</b>
			104 - 595 10 63 040		Eng-SR9 Jameson	39,999.29	
<b>5032</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181937</b>	<b>Loggers And Contractors</b>		<b>500.29</b>
			103 - 542 30 48 010		Repair/Maintenance-Equip	500.29	
<b>5033</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181938</b>	<b>Louis Auto Glass</b>		<b>634.74</b>
			001 - 518 20 48 000		Repair & Maintenance	379.76	
			412 - 537 50 48 000		Repairs/maint-equip	254.98	
<b>5034</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181939</b>	<b>William R McCann</b>		<b>3,500.00</b>
			001 - 515 93 41 000		Indigent Defender	3,500.00	
<b>5035</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181940</b>	<b>McNeill Polygraph &amp; Inves</b>		<b>350.00</b>
			001 - 521 20 41 001		Professional Services	175.00	
			001 - 521 20 41 001		Professional Services	175.00	
<b>5036</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181941</b>	<b>Mid-American Research Chem</b>		<b>201.64</b>
			103 - 542 30 31 000		Operating Supplies	201.64	
<b>5037</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181942</b>	<b>Jack R Moore</b>		<b>1,553.76</b>
			001 - 524 20 41 000		Professional Services	1,553.76	
<b>5038</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181943</b>	<b>Motorola</b>		<b>5,672.62</b>
			501 - 594 21 64 501		Vehicles - Police	2,458.57	
			501 - 594 21 64 501		Vehicles - Police	3,214.05	
<b>5039</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181944</b>	<b>Neofunds By Newpost</b>		<b>1,200.00</b>
			001 - 512 50 42 010		Postage	338.09	
			001 - 515 30 42 000		Postage	28.57	
			001 - 521 20 42 010		Postage	101.30	
			001 - 522 20 42 010		Postage	26.97	
			001 - 522 20 42 010		Postage	0.48	
			001 - 524 20 42 000		Postage	13.02	

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			425 - 531 50 31 000		Operating Supplies	10.31	
			401 - 535 80 42 015		Postage	133.98	
			102 - 536 20 42 010		Postage	2.39	
			412 - 537 80 42 010		Postage	61.84	
			001 - 558 60 42 010		Postage	219.30	
			001 - 558 60 42 010		Postage	21.36	
			001 - 595 10 42 000		Postage	242.39	
<b>5040</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181945</b>	<b>Newman Signs Inc</b>		<b>1,572.26</b>
			103 - 542 64 31 004		Street Sign Materials	1,572.26	
<b>5041</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181946</b>	<b>North Hill Resources Inc</b>		<b>720.00</b>
			412 - 537 60 47 020		Site Yard Waste Disposal	720.00	
<b>5042</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181947</b>	<b>Northstar Chemical Inc</b>		<b>1,805.44</b>
			401 - 535 80 31 020		Op Supplies-Chemicals	1,805.44	
<b>5043</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181948</b>	<b>Oasys</b>		<b>2,622.64</b>
			001 - 514 23 45 000		Operating Rentals/Leases	1,483.06	
			001 - 524 20 31 000		Off/Oper Supps & Books	379.86	
			001 - 558 60 31 000		Supplies/Books	379.86	
			001 - 595 10 31 000		Supplies	379.86	
<b>5044</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181949</b>	<b>Office Depot</b>		<b>81.36</b>
			001 - 595 10 31 000		Supplies	81.36	
<b>5045</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181950</b>	<b>Oliver-Hammer Clothes</b>		<b>210.88</b>
			001 - 522 20 26 000		Uniforms	102.51	
			412 - 537 80 31 000		Operating Supplies	108.37	
<b>5046</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181951</b>	<b>Orca Pacific Inc</b>		<b>650.73</b>
			401 - 535 80 31 020		Op Supplies-Chemicals	650.73	
<b>5047</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181952</b>	<b>Predators of the Heart</b>		<b>200.00</b>
			105 - 572 20 34 000		Summer Reading Program	200.00	
<b>5048</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181953</b>	<b>Protech Automotive</b>		<b>912.90</b>
			401 - 535 50 48 040		Maintenance Of Vehicles	407.74	
			101 - 576 80 48 021		Equipment	505.16	
<b>5049</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181954</b>	<b>Public Utility Dis No1</b>		<b>2,091.65</b>
			001 - 521 20 47 000		Public Utilities	23.35	
			401 - 535 80 47 000		Public Utilities	245.08	
			102 - 536 20 47 000		Public Utilities	69.35	
			412 - 537 80 47 000		Public Utilities	49.62	
			103 - 542 63 47 000		Public Utilities	68.79	
			105 - 572 20 47 000		Public Utilities	31.02	
			101 - 576 80 47 000		Riverfront	405.10	
			101 - 576 80 47 010		Community Center	127.20	
			101 - 576 80 47 020		Senior Center	306.62	
			101 - 576 80 47 040		Train	69.35	
			101 - 576 80 47 050		Hammer Square	164.62	
			101 - 576 80 47 051		Bingham / Memorial	107.12	
			101 - 576 80 47 053		Other Utilities	64.95	
			101 - 576 80 47 070		City Hall	359.48	
<b>5050</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181955</b>	<b>Recycle Across America</b>		<b>146.00</b>
			412 - 537 80 31 000		Operating Supplies	146.00	
<b>5051</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181956</b>	<b>Riotec</b>		<b>85.00</b>
			412 - 537 80 31 000		Operating Supplies	85.00	
<b>5052</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181957</b>	<b>Rodda Paint Co</b>		<b>600.92</b>
			103 - 542 64 31 001		Painting & Striping Supplies	600.92	

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5053	07/22/2015	Claims	2	181958	SCADA & Controls Engineering Inc	4,219.75	
					401 - 535 80 41 000 - Professional Services	1,450.00	
					401 - 535 80 41 000 - Professional Services	1,305.00	
					401 - 594 35 64 001 - Portable Equipment	1,464.75	
5054	07/22/2015	Claims	2	181959	Seawestern Fire Fighting Equip	2,007.25	
					001 - 522 20 48 000 - Repairs/Maint-Equip	2,007.25	
5055	07/22/2015	Claims	2	181960	Sedro-Woolley Auto Parts	361.70	
					001 - 522 20 31 000 - Operating Supplies	50.19	
					401 - 535 80 31 010 - Operating Supplies	4.43	
					103 - 542 30 31 000 - Operating Supplies	107.32	
					103 - 542 30 31 000 - Operating Supplies	18.53	
					501 - 548 30 31 000 - Operating Supplies	79.74	
					501 - 548 30 31 000 - Operating Supplies	67.00	
					501 - 548 30 31 000 - Operating Supplies	34.49	
5056	07/22/2015	Claims	2	181961	Sedro-Woolley Volunteer	11,395.50	
					001 - 522 20 11 010 - Salaries-Volunteers	11,395.50	
5057	07/22/2015	Claims	2	181962	Sjostrom Law Office	3,514.40	
					425 - 531 50 31 000 - Operating Supplies	140.58	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	2,284.36	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	1,089.46	
5058	07/22/2015	Claims	2	181963	Skagit CD	351.51	
					425 - 531 50 41 002 - Contracted Services	351.51	
5059	07/22/2015	Claims	2	181964	Skagit Co Public Works	42,403.68	
					412 - 537 60 47 000 - Solid Waste Disposal	42,403.68	
5060	07/22/2015	Claims	2	181965	Skagit County GIS	139.82	
					401 - 535 80 41 000 - Professional Services	139.82	
5061	07/22/2015	Claims	2	181966	Skagit DV & SA Services	375.75	
					001 - 565 50 51 000 - Sk Domestic Violence	375.75	
5062	07/22/2015	Claims	2	181967	Skagit Farmers Supply	165.12	
					111 - 521 20 31 111 - Supplies - Kennel	31.42	
					001 - 522 20 31 000 - Operating Supplies	26.03	
					401 - 535 80 31 010 - Operating Supplies	13.01	
					101 - 576 80 31 001 - Operating Sup - Riverfront	94.66	
5063	07/22/2015	Claims	2	181968	Skagit Law Group, PLLC	1,420.00	
					425 - 531 50 31 000 - Operating Supplies	2.80	
					425 - 531 50 31 000 - Operating Supplies	4.00	
					425 - 531 50 31 000 - Operating Supplies	2.69	
					425 - 531 50 31 000 - Operating Supplies	17.60	
					425 - 531 50 31 000 - Operating Supplies	4.80	
					425 - 531 50 31 000 - Operating Supplies	6.89	
					425 - 531 50 31 000 - Operating Supplies	8.60	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	45.50	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	65.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	43.88	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	286.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	78.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	112.13	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	139.75	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	21.70	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	31.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	20.93	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	136.40	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	37.20	

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			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	53.48	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	66.65	
			109 - 594 21 62 000		Seizure - Real Property	235.00	
<b>5064</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181969</b>	<b>Skagit Publishing</b>		<b>68.58</b>
			001 - 511 60 31 001		Legal Publications	68.58	
<b>5065</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181970</b>	<b>Sparkle Shop Laundries</b>		<b>80.29</b>
			001 - 521 20 26 010		Uniform Cleaning	64.56	
			001 - 522 20 49 030		Misc-Laundry	15.73	
<b>5066</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181971</b>	<b>Staples Business Advantage</b>		<b>757.55</b>
			001 - 514 23 31 000		Supplies	17.39	
			001 - 514 23 31 000		Supplies	8.20	
			001 - 521 20 31 002		Office/Operating Supplies	69.38	
			425 - 531 50 31 000		Operating Supplies	94.58	
			401 - 535 80 31 000		Office Supplies	376.14	
			401 - 535 80 31 010		Operating Supplies	51.47	
			401 - 535 80 35 000		Small Tools & Minor Equip	45.82	
			103 - 542 30 31 000		Operating Supplies	94.57	
<b>5067</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181972</b>	<b>Stiles Law Inc., PS</b>		<b>3,175.92</b>
			001 - 512 50 31 000		Supplies	225.92	
			001 - 512 50 41 010		Municipal Court Judge	2,950.00	
<b>5068</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181973</b>	<b>Trail Road Express Lube</b>		<b>29.68</b>
			001 - 522 45 49 000		Training Facilities	10.77	
			001 - 522 45 49 000		Training Facilities	6.02	
			001 - 522 45 49 000		Training Facilities	6.59	
			001 - 522 45 49 000		Training Facilities	6.30	
<b>5069</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181974</b>	<b>True Value</b>		<b>480.86</b>
			001 - 521 20 31 002		Office/Operating Supplies	7.58	
			001 - 522 20 31 000		Operating Supplies	8.64	
			001 - 522 20 31 000		Operating Supplies	1.62	
			001 - 522 20 31 000		Operating Supplies	7.29	
			001 - 522 20 31 000		Operating Supplies	7.04	
			001 - 522 20 31 000		Operating Supplies	123.56	
			401 - 535 80 31 010		Operating Supplies	26.03	
			401 - 535 80 31 010		Operating Supplies	11.92	
			401 - 535 80 31 010		Operating Supplies	129.58	
			401 - 535 80 31 010		Operating Supplies	8.44	
			412 - 537 80 31 000		Operating Supplies	25.56	
			101 - 576 80 31 001		Operating Sup - Riverfront	2.16	
			101 - 576 80 48 001		Riverfront	18.43	
			101 - 576 80 48 005		Senior Center	24.93	
			101 - 576 80 48 009		Hammer Square	45.54	
			101 - 576 80 48 009		Hammer Square	-19.52	
			101 - 576 80 48 012		Harry Osborne	52.06	
<b>5070</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181975</b>	<b>UL LLC</b>		<b>795.00</b>
			001 - 522 20 48 000		Repairs/Maint-Equip	795.00	
<b>5071</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181976</b>	<b>USA Blue Book</b>		<b>173.93</b>
			401 - 535 80 31 010		Operating Supplies	102.67	
			401 - 535 80 35 000		Small Tools & Minor Equip	71.26	
<b>5072</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181977</b>	<b>United Laboratories</b>		<b>268.66</b>
			412 - 537 80 31 000		Operating Supplies	268.66	
<b>5073</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181978</b>	<b>Util Underground Loc Ctr</b>		<b>72.38</b>
			401 - 535 80 31 010		Operating Supplies	72.38	
<b>5074</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181979</b>	<b>Valley Auto Supply</b>		<b>107.96</b>

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/09/2015 To: 07/22/2015

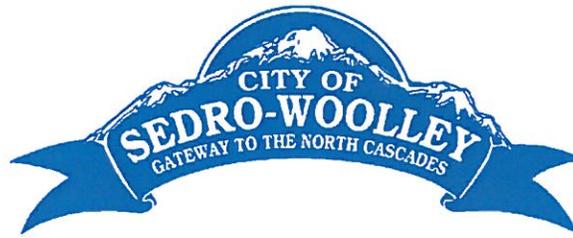
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Page: 9

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo	
			001 - 522 20 31 000		- Operating Supplies	17.39		
			001 - 522 20 31 000		- Operating Supplies	48.02		
			401 - 535 50 48 040		- Maintenance Of Vehicles	4.25		
			401 - 535 80 31 010		- Operating Supplies	38.30		
<b>5075</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181980</b>	<b>Valley Freightliner Inc</b>	<b>285.14</b>		
			412 - 537 50 48 000		- Repairs/maint-equip	285.14		
<b>5076</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181981</b>	<b>Van's Equipment Rent Inc</b>	<b>2,268.30</b>		
			101 - 576 80 45 001		- Equipment Rental	2,268.30		
<b>5077</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181982</b>	<b>WA State Dept Of Ecology</b>	<b>520.00</b>		
			401 - 535 80 51 020		- DOE Discharge Permit	520.00		
<b>5078</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181983</b>	<b>WM H Reilly &amp; Co</b>	<b>1,209.72</b>		
			401 - 535 50 48 050		- Maint Of General Equip	1,209.72		
<b>5079</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181984</b>	<b>Washington State Patrol</b>	<b>103.25</b>		
			001 - 521 20 51 000		- Intergov Svc-Gun Permits	103.25		
<b>5080</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181985</b>	<b>Washington Tractor</b>	<b>2,929.22</b>		
			103 - 542 30 48 010		- Repair/Maintenance-Equip	239.86		
			103 - 542 30 48 010		- Repair/Maintenance-Equip	2,598.58		
			101 - 576 80 48 021		- Equipment	35.28		
			101 - 576 80 48 021		- Equipment	55.50		
<b>5081</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181986</b>	<b>Wastequip, LLC</b>	<b>12,114.30</b>		
			412 - 537 80 34 000		- Containers - Garbage	12,114.30		
<b>5082</b>	<b>07/22/2015</b>	<b>Claims</b>	<b>2</b>	<b>181987</b>	<b>Carol Worthen</b>	<b>12,954.36</b>		
			425 - 531 50 41 000		- Professional Services	12,954.36		
			001 Current Expense Fund			47,047.41		
			101 Parks & Facilities Fund			11,839.96		
			102 Cemetery Fund			462.31		
			103 Street Fund			10,892.00		
			104 Arterial Street Fund			39,999.29		
			105 Library Fund			1,716.92		
			109 Special Investigation Fund			235.00		
			111 Dog Fund			31.42		
			401 Sewer Fund			35,457.16		
			412 Solid Waste Fund			68,083.84		
			425 Stormwater			13,695.80		
			501 Equipment Replacement Fund			85,796.65		
							315,257.76	Claims: 315,257.76



JUL 22 2015

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



RESOLUTION NO. \_\_\_\_-15

**A RESOLUTION HONORING AND RECOGNIZING DON WICK FOR  
28 YEARS OF SERVICE TO THE CITIZENS OF SEDRO-WOOLLEY  
AS THE EXECUTIVE DIRECTOR OF EDASC**

**WHEREAS**, Don Wick has served the citizens of Sedro-Woolley, Skagit County and northwest Washington as the Director of EDASC since 1987; and

**WHEREAS**, Don Wick has been directly engaged in business recruitment, business development, small business support and job creation throughout his career; and

**WHEREAS**, Don Wick's focus has remained laser sharp on job creation, job expansion and job retention for Skagit County with a particular emphasis on living wage jobs; and

**WHEREAS**, a number of Sedro-Woolley businesses and companies can trace their decision to locate here to direct recruitment efforts lead by Don Wick; and

**WHEREAS**, a majority of the City Council of the City of Sedro-Woolley desires to honor Don Wick for his career of service and to wish him a joyful and well deserved retirement; Now, Therefore;

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

Section 1. The City Council does hereby recognize and honor Don Wick, who spent a career creating jobs in Skagit County, and we wish you a very happy retirement.

Section 2. In recognition of Don Wick,  
with jobs in mind he acted darn quick  
And in convening this meeting,  
we regaled him with singing  
to wish Don the retirement of his pick

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 22<sup>nd</sup> day of July, 2015.

---

Mike Anderson, Mayor

\_\_\_\_\_  
Councilman Kevin Loy, Ward 1

\_\_\_\_\_  
Councilman Germaine Kornegay, Ward 2

\_\_\_\_\_  
Councilman Brenda Kinzer, Ward 3

\_\_\_\_\_  
Councilman Keith Wagoner, Ward 4

\_\_\_\_\_  
Councilman Hugh Galbraith, Ward 5

\_\_\_\_\_  
Councilman Rick Lemley, Ward 6

\_\_\_\_\_  
Councilman Brett Sandström, at-large

Attest:

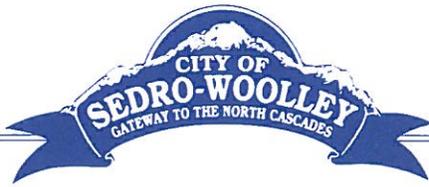
\_\_\_\_\_  
Patsy Nelson, Finance Director

Approved as to form:

\_\_\_\_\_  
Eron Berg, City Attorney

JUL 22 2015

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

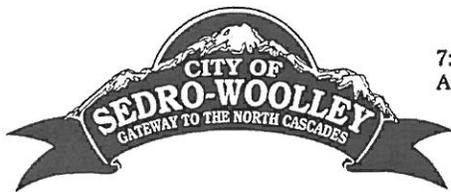


SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 22 2015



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

2<sup>ND</sup> READING

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Solid Waste Rate changes relating to commercial recycling and curbside food & yardwaste  
DATE: July 22, 2015

ISSUE: Should the Council adopt the draft ordinance adjusting solid waste rates to accommodate commercial recycling and curbside food & yardwaste?

BACKGROUND: 2<sup>nd</sup> reading/public hearing. This item is a follow up to the council's decisions regarding commercial recycling and curbside food & yardwaste. The draft ordinance incorporates new fees for these services, maintaining the current rate structure for our utility customers.

The only change from July 8<sup>th</sup> is the organization of the rates into a table.

Our implementation date remains September 1<sup>st</sup>.

RECOMMENDATION: *After a public hearing*. Motion to adopt Ordinance \_\_\_\_ - 15, an ordinance adjusting solid waste rates to accommodate commercial recycling and curbside food & yardwaste.

**AN ORDINANCE AMENDING AND ADDING SECTIONS TO CHAPTER 8.04 OF THE SEDRO-WOOLLEY MUNICIPAL CODE TO ESTABLISH SOLID WASTE UTILITY RATES AND CHARGES FOR COMMERCIAL RECYCLING AND RESIDENTIAL FOOD AND YARDWASTE**

WHEREAS, the City has been under contract with Waste Management for both commercial recycling and residential food & yardwaste services; and

WHEREAS, that contract expires at the end of August, 2015; and

WHEREAS, the City Council desires to provide those services as well as residential curbside recycling through its own solid waste department beginning September 1, 2015; and

WHEREAS, notice of this pending rate change was published in the City's newspaper of record on \_\_\_\_\_ and \_\_\_\_\_ and a public hearing was held on July 22, 2015; and

WHEREAS, the City Council finds that adoption of the user fees set forth in this ordinance will support the operation of the refuse collection system with the lowest possible rates; and

WHEREAS, the City Council finds that it is in the interests of the public health, safety and welfare to adopt the fee schedules set forth below, now therefore;

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

**Section 1:** SWMC 8.04.075E is amended to read as follows:

E. Yard Trimmings. Yard trimmings, including but not limited to weeds, grass, sod, trees, shrubs, foliage parts, ~~rocks, cement~~ or other organic material not generally considered regular household refuse, shall not be placed in garbage cans, but may be collected in the city's curbside food & yardwaste service ~~be excluded from sanitation collection services unless special arrangements are made with the sanitation department.~~ Extra charges for such ~~collection~~ special requests involving yard trimmings shall be determined by the mayor or his designee.

**Section 2.** A new section in SWMC 8.04 is adopted to read as follows:

**8.04.\_\_\_\_ Residential Curbside Food & Yardwaste Collection Charges.**

The charges for regular curbside food and yardwaste service are:

Monthly Charge (One pickup per week during peak season and one pickup every other week during the non-peak season):

Residential, 96-gal can, \$8.94

**Section 3.** SWMC 8.04.101 is amended to read as follows:

**8.04.101 Yard waste disposal drop off site.**

The city shall establish and maintain one or more collection stations for yard wastes. Such station or stations shall be available to the citizens of the city and the residents of the city's urban growth area as established by the Sedro-Woolley comprehensive plan, for the disposal of yard wastes of such kind and quality as determined by the city. Days and hours of operation shall be established by the mayor. The mayor shall cause notice to be made to the public by such means as the mayor shall deem most appropriate, describing the availability of such station, its purpose, location or locations and days and hours of operation. Purchase of a punchcard to use for payment of disposal is required. Punchcards shall be available for purchase at City Hall, ~~720 Murdock Street, Sedro-Woolley,~~ during normal business hours.

**Section 4.** SWMC 8.04.103 is amended to read as follows:

**8.04.103 Yard waste disposal drop off site punchcard.**

The fee for yard waste disposal service at a city site established for such purposes, during established hours, shall be as follows:

A. For compost yard waste materials (for purposes of this section, yard waste material is limited to yard waste material which does not need to be chipped prior to disposal, such as grass, leaves, fruits, vegetables, etc.):

1. Fee for city residents:

a. A minimum charge (up to one 32-gallon garbage can): \$1.00.

b. Brush—per yard: \$12.00.

2. The fee for nonresidents of the city who reside within the urban growth boundary of the city shall be double the fee for city residents.

B. The fee for yard waste disposal must be prepaid through the purchase of a punchcard. Punchcards shall be available for purchase at City Hall, ~~720 Murdock Street, Sedro-Woolley,~~ during normal business hours. The punchcards shall entitle the bearer to yard waste disposal service in the amount of five dollars and twenty dollars.

C. The mayor or his designee may charge any residents or customer such additional service charges when he or she determines that special circumstances make it necessary to do so in order to compensate the city for the actual cost of yard waste collection, disposal and administration, when the foregoing fee schedule is not adequate for this purpose. Any resident or customer may appeal the assessment of this additional charge to the city council. Notice of appeal shall be made by written request to the city clerk within ten days of mailing of the bill or receipt of payment for such services by the city, whichever is less. The decision of the city council shall be final.

**Section 5.** SWMC 8.04.104 is amended to read as follows:

**8.04.104 Recycling fees.**

A. The following fees shall be charged for recycling specific items:

Tires	\$2.00 per tire
Refrigerators and freezers	\$25.00
Stoves, washers or dryers	\$15.00
Wood waste	\$10.00 per pickup load
Computer monitors—up to 21"	\$15.00
TV's—up to 25"	\$25.00
TV's—26" to 36"	\$35.00
TV's—37" and larger	\$1.25 per inch
TV's—with consoles add	\$10.00
Desktop copiers	\$25.00
Floor model copiers	\$35.00
Computers, laptops, notebooks, scanners, fax machines, VCR's, stereos, DVD players, cell phones, etc.	\$1.00 per item
Microwave ovens	\$16.00 (with console add \$10.00)
Broken concrete,	10.00 per ton

bricks & approved masonry		
Junk vehicles (must coordinate with code enforcement)	\$50.00 per vehicle	
Commercial recycling (including cardboard, and mixed paper)	Mixed paper — 68 gallon	\$18.00 monthly
	Mixed paper — 12 yard	\$24.50 monthly
	Mixed paper — 23 yard	\$49.00 monthly
	Mixed paper — 4 yard	\$95.00 monthly
	Mixed paper — 6 yard	\$126.00 monthly
	Cardboard — 2 yard	\$33.00 monthly
	Cardboard — 4 yard	\$43.00 monthly
	Cardboard — 6 yard	\$53.00 monthly

Commercial Recycling	Mixed paper	Cardboard	Mixed recycling
95 gallon container	\$15	Not available-	\$15
2 yard container	\$25	\$20	\$45
3 yard container	\$35	\$25	\$70
4 yard container	\$65	\$35	\$80
6 yard container	\$85	\$45	\$105

8 yard container	\$115	\$55	\$140
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B. Electronics are accepted free of charge at a site designated by the city.

C. Additional service fees:

Lock fees \$15.00 per lock (all sizes)

Extra pickup, \$5.00 per yard (minimum fee of \$5.00)

Washout of container \$25.00

Redelivery of container following pick up for failure to pay \$25.00

BD. The mayor or his designee may charge any residents or customer such additional service charges when he or she determines that special circumstances make it necessary to do so in order to compensate the city for the actual cost of recycling disposal and administration, when the forgoing fee schedule is not adequate for this purpose. Any resident or customer may appeal the assessment of this additional charge to the city council. Notice of appeal shall be made by written request to the city clerk within ten days of mailing of the bill or receipt of payment for such services by the city, whichever is less. The decision of the city council shall be final.

**Section 6.** SWMC 8.04.120 is amended to read as follows:

**8.04.120 Fuel surcharge for garbage service.**

A fuel surcharge is added to each account as follows:

A base surcharge of one dollar per month for each account and one dollar for each pickup in excess of one pickup per week.

When the average price of diesel paid by the city exceeds three dollars per gallon for a period of thirty days as determined by the finance director, a surcharge of thirty-five cents is added per month for each account and ten cents for each pickup in excess of one pickup per week.

When the average price of diesel paid by the city exceeds four dollars per gallon for a period of thirty days as determined by the finance director, a surcharge of seventy cents is added per month for each account and ten cents for each pickup in excess of one pickup per week.

When the average price of diesel paid by the city exceeds five dollars per gallon for a period of thirty days as determined by the finance director, a surcharge of one dollar five cents is added per month for each account and thirty cents for each pickup in excess of one pickup per week.

Each surcharge shall be eliminated when the average price of diesel as determined by the finance director drops below the trigger price for a period of thirty days. The trigger prices are three dollars, four dollars and five dollars as identified above.

The intent of this section is to recover from the users of the refuse disposal system the actual cost for fuel when it exceeds a base amount of two dollars ninety-nine cents per gallon and for that surcharge to be removed when the price of fuel drops (for example, when the price of diesel is four dollars, the total surcharge would be one dollar seventy cents per month; when the price of diesel is six dollars, the total surcharge would be two dollars five cents per month).

**Section 7.** The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

**Section 8.** This ordinance shall be effective September 1, 2015, which is more than five (5) days after passage and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

Filed with the City Clerk: July 1, 2015  
Public Hearing: July 22, 2015  
First Reading: July 8, 2015  
Second Reading: July 22, 2015  
Passed by the City Council:  
Date of Publication:  
Effective Date:

JUL 22 2015

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 8

## Executive Summary

### **Proposal from the Port of Skagit to the State of Washington Department of Enterprise Services (DES) for the Transition of the Northern State Property**

This “proposal” to transition the “property,” commonly referred to as the Northern State property, is made to the Department of Enterprise Services (DES) by the Port of Skagit (Port) as approved by its Board of Commissioners. This proposal is consistent with new authorities recently granted DES through Substitute Senate Bill 5887 (Chapter 99, Laws of 2015, Regular Session).

#### **The Challenge**

From the early 1900s the Northern State property was the site of great opportunity and innovation in health issues. Since the hospital’s closure in 1973, the Northern State property has failed to meet its potential for the local community and the State. Redevelopment of the property will be fundamentally challenging. Some of the historic buildings will need to be renovated. Aging infrastructure systems will need to be updated. Existing uses will need to adjust to allow for new uses to re-energize the campus. The Port, City of Sedro-Woolley (City), and Skagit County (County) are willing to take on this challenge, but a public-private partnership is needed.

#### **The Opportunity**

The Port of Skagit, the City and the County have joined in the common vision of returning the historic site to its former prominence as a local and regional economic engine. Led by the Port, the community proposes to obtain control of the property, utilizing leases and eventual transfer of ownership to the Port in logical phases to accommodate the forecasted demand for facilities and real property.



The Port is working directly with Janicki Bioenergy on the multi-phase development of an “innovation and research center” to develop and produce the Omni-Processor and other related sanitation technologies for the developing world.

#### **Adaptive Reuse Study**

In February 2014 the local governments formalized their partnership, and with funding from the State embarked on an aggressive effort to fully explore the feasibility of the property’s adaptive re-use. That effort included economic, environmental, land use, governance and market studies and actions built on a rigorous community involvement and stakeholder engagement platform.

*Realizing the transformation of this significant property through the collaborative planning process between the State and local agencies represents the very best in ‘good government’. That collaboration has carried the effort to date, but the future success of this remarkable opportunity will require altruistic and creative consideration followed by bold and timely action by all parties to the transaction. This effort has positioned the greater community for that success and represents a once in a lifetime opportunity.*

**Economic Benefits:** Revitalization of the campus as proposed would create private sector jobs which would benefit the local community and the state as a whole and would generate new local, state and federal taxes.

**Cultural Benefits:** The anticipated cultural benefit to pursuing the development of the property as envisioned includes the preservation of the historic campus design.

**Community Benefits:** When the hospital was in operation, the site was open to the public and fully integrated into the economy and the social fiber of greater Sedro-Woolley. This proposal will re-open the campus, with some very limited access controls for safety reasons.



## Meeting DES Criteria

In the fall of 2013 the State gave the local community the following set of criteria to define successful transition of the property:

- Address existing site commitments: *The proposal intends to transfer the site in planned phases to honor the current leases and provide for a smooth transition over time for the employees on site.*
- Address stewardship of historic resources: *The proposal anticipates stewardship of the overall property will be enhanced as the transition occurs, and the Port will utilize Secretary of Interior standards for Treatment of Historic Properties to prioritize.*
- Balance risk and reasonable compensation to the State: *Success of this proposal will increase the overall economic lift of the region and state through an increased tax base, and the phased approach spreads and balances risk to the local government, private sector, and the State.*
- Unify and accommodate community interests and goals: *The Port, City and County have collaborated with the State to develop an approach that puts forward a 'good government' solution to a complex challenge.*
- Approval from the authorizing environment(s): *This proposal is being supported by all local agencies, and will be considered by the State and its authorizing environments.*

## Master Plan

The Port, City, and County will promote development of a destination mixed-use campus accommodating education, research and development, hospitality, light manufacturing and commercial venues, all within the historic character and great public spaces of the Campus. The Master Plan includes an orderly and predictable orientation of new buildings; maintenance of the expansive lawns and landscape plan, creation of trails and open space, capturing the terraced topography and views on the site and preserve the historic character even in new building construction.

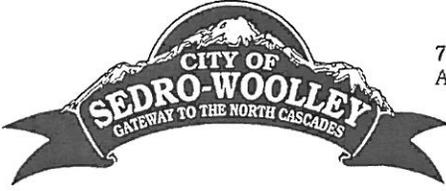
## Next Steps

- State confirm authority to transfer ownership to local control.
- Agreement by State to maintain property and infrastructure during transition period.
- Commitment of private sector investment in the property.
- Prioritization of buildings and identification of funds and tax incentives to make rehabilitation economically feasible.
- Agreement by Port to assume phased control, and by the City and County to complete required off-site improvements.
- Completion of regulatory and planning processes by City and State.

CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 22 2015

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 9



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: Skagit Soils contract  
DATE: July 22, 2015

ISSUE: Should the Council approve the draft contract with Skagit Soils for the acceptance of compostable materials (food & yardwaste)?

BACKGROUND: 1<sup>st</sup> reading. This item is one of the necessary steps to implementing our curbside food & yardwaste program. The draft agreement runs for two years and includes a fee of \$28.50 per ton; it also includes the ability for the parties to extend for an additional two years if desired.

This item is a first reading and may include some modifications from Skagit Soils prior to the second reading which is scheduled for August 12<sup>th</sup>.

Our implementation date remains September 1<sup>st</sup>.

RECOMMENDATION: *First reading*. No action requested tonight.

YARD WASTE DISPOSAL AGREEMENT  
SKAGIT SOILS INC., - CITY OF SEDRO-WOOLLEY

This Agreement is made on the \_\_\_\_\_ day of **July, 2015**, between Skagit Soils Inc., a Washington corporation, (“CONTRACTOR”), and the CITY OF SEDRO-WOOLLEY, WASHINGTON, a municipal corporation of the State of Washington (hereinafter “CITY”).

WHEREAS, The CITY, as a result of providing sanitation operations to the City of Sedro-Woolley’s residents, has a need to dispose of yard waste; and

WHEREAS, CONTRACTOR will accept and process large quantities of yard waste at its Skagit County facility;

NOW, THEREFORE, in consideration of the mutual obligations set forth below, the parties agree and will perform as follows:

1. TERM. The term shall be for a period of two (2) years, commencing on **September 1, 2015** and terminating on **August 31, 2017**, unless sooner terminated pursuant to this Agreement. This Agreement may be extended for an additional two-year period upon mutual agreement of the parties. CITY shall neither have nor acquire any right, title, or interest, legal or equitable, in the premises except as acquired by this contract.
2. LIASON. The CITY’S officer responsible for this Agreement is Leo Jacobs, its Solid Waste/Fleet Supervisor. The CONTRACTOR’S responsible person is Craig Culmback.
3. SCOPE OF WORK. CONTRACTOR shall be duly licensed (including Business Registration) and agrees to accept for processing and to fully process in accordance with applicable laws, ordinances, and codes of the State, local and Federal governments at its facility in Skagit County. CITY agrees to deliver waste to CONTRACTOR. Such waste will consist of woody material such as branches and non-woody material such as grass, leaves, plant trimmings, sod, vines, and the like. Every reasonable effort will be made by CITY to ensure that non acceptable material is removed prior to disposal.

4. BILLING PROCEDURES. The City will pay the CONTRACTOR \$28.50 per ton (weighed by CONTRACTOR at time of disposal) delivered to Contractor's facility. CONTRACTOR will provide receipts to the driver each time the CITY disposes of yard waste, and a monthly invoice to CITY'S Finance Department.

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within thirty [30] days of receipt of a properly completed invoice by the 10<sup>th</sup> of each preceding month.

5. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

6. ACCOUNTING AND AUDIT. CONTRACTOR agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records pertaining to this Agreement shall be made available to representatives of the CITY or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the CITY shall designate.

7. RELEASE/INDEMNITY/INSURANCE. CONTRACTOR does hereby release, indemnify, and promise to defend and save harmless CITY from and against any and all liability, loss, damage, expense, actions and claims (including without limitation costs and reasonable attorneys' fees incurred by CITY in defense thereof) asserted or arising directly or indirectly, on account of or out of the acts or omissions of CONTRACTOR and/or CONTRACTOR'S agents, servants, employees, contractors, guests, invitees, subtenants, or assigns on or about the premises or in the exercise of the rights granted herein. These hold harmless provisions shall not be effective as to liability, loss or damage caused through the fault of CITY or any other agent, contractor, guest or invitee of CITY. CONTRACTOR will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A.	Worker's Compensation	Statutory Amount
B.	Broad Form Comprehensive General Liability	\$1,000,000
C.	Automobile Liability	\$500,000

CONTRACTOR specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any

limitation on benefits payable to or for any third party under the workers' compensation acts.

An insurance certificate showing the coverage required under this paragraph 7 will be submitted to CITY for approval at least annually.

CITY shall remain a covered participant in the Cities Insurance Authority of Washington or similar municipal insurance pool for the duration of this contract.

The CITY hereby disclaims any warranty or representation as to the inclusion of any herbicides, pesticides, fertilizers, and similar chemicals typically utilized in residential applications, provided that this clause applies only to the extent that such pesticides, herbicides, fertilizers, and similar chemicals are latent; this clause shall not apply.

8. ASSIGNMENT. Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

9. NOTICES. Notices given under this contract shall be given as follows: If to CITY, 325 Metcalf Street, Sedro-Woolley, WA 98284; if to CONTRACTOR: Craig Culmback, Skagit Soils, 1326 Ball Road, Mount Vernon, WA 98273. Notices shall be deemed effective, if mailed, upon the third day following deposit thereof in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices shall be given by giving notice as herein provided.

10. DEFAULT. Should either party hereto believe the other has defaulted in any their obligations under this contract, or shall violate any term or provision of this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination CONTRACTOR shall be paid actual costs incurred by CONTRACTOR in performing the project work to the date of termination.

11. SUSPENSION/TERMINATION. Either party may suspend or terminate this Agreement upon giving the other party any notice required by law. Written notice must be supplied to the parties at the addresses contained in paragraph 9.

12. LIABILITY NOT DISCHARGED. The expiration or earlier termination of this contract shall not release or discharge either party from any liability or obligation with respect to any matter occurring prior to or upon such expiration or termination.

13. VENUE STIPULATION. This Agreement has been made and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Skagit County Superior Court, Sedro-Woolley, Washington.

14. ATTORNEY'S FEES. In the event that any suit or action is instituted to enforce this contract, or make any claim arising hereunder, the prevailing party shall be entitled to an award for its costs and reasonable attorney fees.

15. STATUS OF CONTRACTOR. Neither CONTRACTOR nor personnel employed by CONTRACTOR shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of CITY for any purpose other than as specified herein. CONTRACTOR shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs. Further, CONTRACTOR represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

16. NONWAIVER. No failure of CONTRACTOR to insist upon the strict performance of any provision of this contract shall be construed as depriving CITY of the right to insist on strict performance of such provision or any other provision of the future. No waiver by CITY of any provision of this contract shall be deemed to have been made unless expressed in writing and signed by CONTRACTOR. No acceptance of rent or any other payment by CONTRACTOR from CITY after any default by CITY shall constitute a waiver of any such default or any other default. Consent by CONTRACTOR in any one instance shall not dispense with the necessity of consent by CONTRACTOR in any other instance.

17. ENTIRE AGREEMENT. This contract contains the entire and integrated agreement of the parties and may not be modified or amended except in writing signed by the parties.

18. AUTHORITY/BINDING AGREEMENT. Each person signing this contract on behalf of CONTRACTOR warrants respectively that:

- a) All corporate or other action necessary for the authorization, execution, delivery and performance of this contract has been duly taken
- b) Such person is fully authorized to sign this contract, and
- c) This contract has been duly authorized, executed, and delivered and is the legal, valid, and binding agreement of the party on whose behalf such person has signed the contract.

19. GOVERNING LAW. This agreement is made subject to, and shall be construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the \_\_\_\_\_ day of July, 2015.

CONTRACTOR

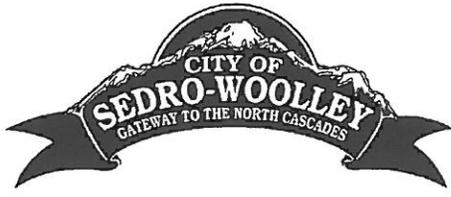
BY: \_\_\_\_\_ CITY OF SEDRO-WOOLLEY

BY: \_\_\_\_\_  
MIKE ANDERSON, Mayor

ATTEST: \_\_\_\_\_  
PATSY NELSON, Finance Director

Approved as to form:

\_\_\_\_\_  
ERON BERG, City Attorney



**CITY COUNCIL AGENDA  
REGULAR MEETING**

**JUL 22 2015**

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 10

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

Mark A. Freiberger, PE  
Director of Public Works

---

**MEMO TO:** Mayor Anderson and City Council Members  
**FROM:** Mark A. Freiberger, PE, Director of Public Works  
**RE:** **Shall Mayor Anderson to sign and staff to submit the STP Call for Projects grant application for the SR20/SR9N-Township Intersection Improvements Project?**  
**DATE:** July 16, 2015 (for Council action July 22, 2015)

**ISSUE:**

Shall council authorize Mayor Anderson to sign and staff to submit an application to the Skagit Council of Governments under the STP Call for Projects announced July 15, 2015 for the SR20/SR9N-Township Intersection Improvements Project?

**BACKGROUND/DISCUSSION:**

On July 15, 2015 the Skagit Council of Governments issued an emergency call for applications due on July 31, 2015 under the Surface Transportation Program (STP). This call is for projects that can be obligated by September 30, 2015. The emergency call is due to failure of several agencies to meet their previous project obligation goals, which threatens SCOG with loss of project obligation authority. The present call for up to \$500,000 in new projects seeks to prevent this from happening. Due to the short timeline for the call and the required obligation, projects that are already included in an agency's TIP would be highly favored. In addition, the shortness of the timeline will probably limit projects to design only.

Staff recommends submission of an application for our Transportation Plan Project S16, SR20/SR9N-Township Intersection Improvements Project. This project is included in both the 2015-2021 TIP and the recently approved 2016-2022 TIP, where it is currently shown for construction in 2021 with an estimated cost of \$1,000,000. Attached is a copy of the 2016-2022 TIP Project List and Map, both of which include this project.

While not the most highly ranked project on the list, it is the arterial project with the greatest likelihood of achieving construction phase funding in the near term.

This intersection improvement is an important project, and will greatly help with capacity at this busy intersection. It is also one of the projects called out as a priority in the recent Northern States Gateway Center Sub-Area Plan EIS Transportation Plan. If awarded, the present grant would allow us to get the project to the construction ready stage, and put the project in a favorable position for a future grant request for the construction phase.

The current estimate is \$1,000,000 for design and construction. The design only stage is currently estimated at \$120,000, with a local match requirement of \$16,500. This estimate will be refined as the application is developed. The construction work will include revising the north and south legs to add a dedicated left turn, and a combined through/right turn lane, plus a dedicated right turn lane on the east leg of SR20. There is sufficient right of way available for these revisions. Signal modification will also be required.

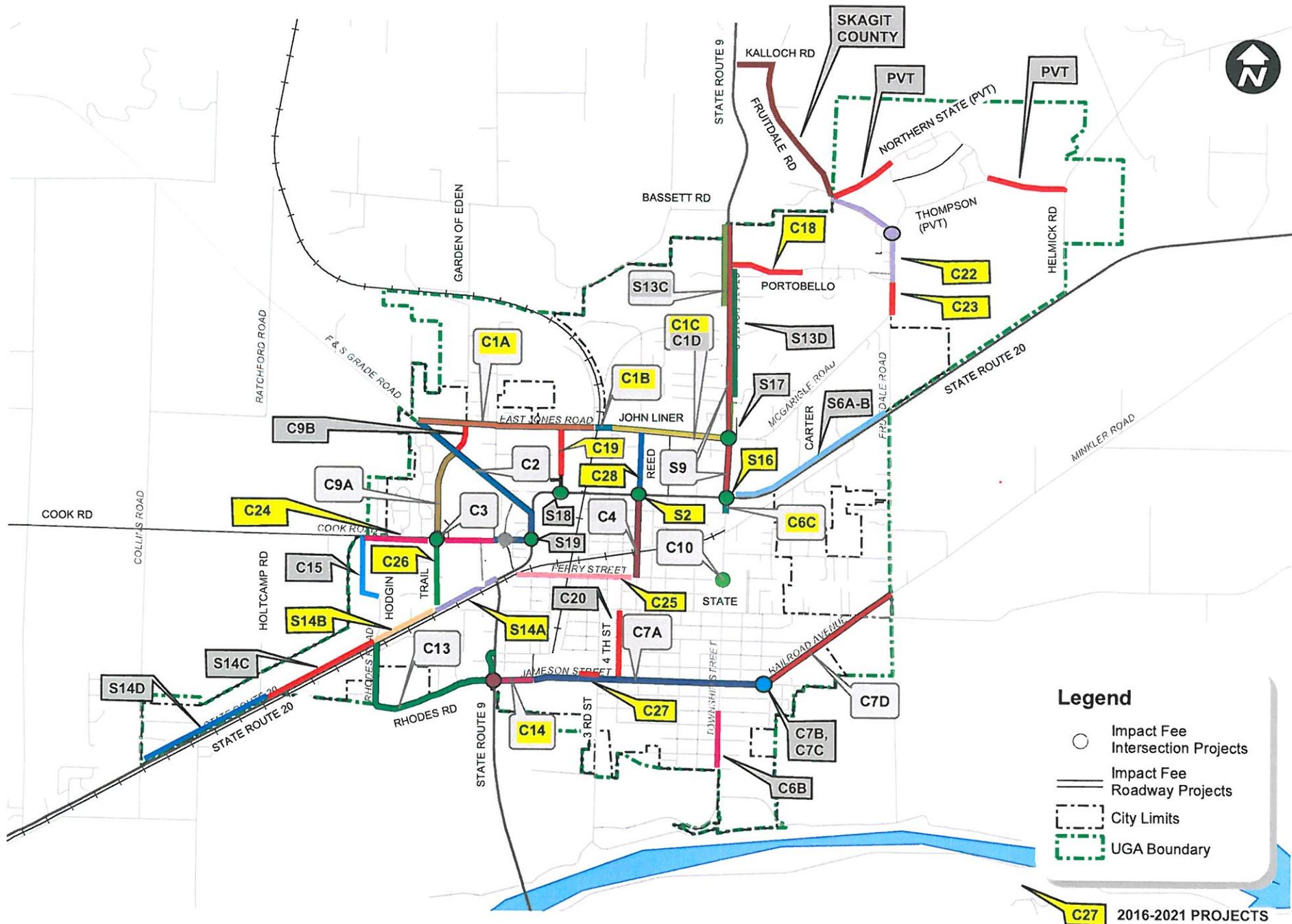
TSI is assisting the city with the application, and will prepare a preliminary estimate of cost for design and construction. If awarded, the grant will require a formal consultant selection process.

**FINANCING**

The current application assumes obligation of funds by September 30, 2015. Federal rules require that steady progress be made after a project is obligated. This will likely require completion of the design work by 2017. The local match is minimal at \$16,500, and should be available from GMA Impact Fee or other sources within the timeframe anticipated. Approval of the application includes a commitment to provide local match for the project if awarded.

**MOTION:**

*Move to authorize Mayor Anderson to sign and staff to submit the STP Call for Projects grant application for the SR20/SR9N-Township Intersection Improvements Project.*



**2016 - 2035 SEDRO-WOOLLEY TRANSPORTATION PROJECT LIST - DRAFT** ATTACHMENT

**TABLE 13 - REVISED 2015-6-23 for 2016-2021 TIP - DRAFT  
Sedro-Woolley Transportation Improvement Projects and Programs**

6/23/2015

Project Type	MAP ID <sup>(1)</sup>	2016 - 2021 TIP Project No.	2016 - 2021 TIP CN Year	2013 CEDS	2016 - 2021 TIP Priority No.	Project Name	Project Limits	Project Description	Priority	Total Cost 2016 (\$1,000's) (3)(4)	Sedro-Woolley 2016 Cost (\$1,000's) (3)	Traffic Impact Fees	BASIS FOR EST
	C14	SW01	2016	YES	1	Jameson Arterial Extension to SR9	SR 9 MP 55.45 to Batey Rd (1,620 LF)	Relocate existing secondary arterial to new alignment with a new roundabout intersection at SR9, including drainage, curbs, bicycle/pedestrian path, HMA, pavement markings and illumination.	High	3,020	42	Yes	2014 STPR Appl Est
	S 14 A REV	SW31A 1	2016	YES - WITH S14A AND	2	SR20/Cascade Trail West Extension Phase 1A - Trail Road to SR9 South	SR20 MP 64.51 Trail Road to SR20 MP 64.81 SR9 South (1,520 LF)	Construct a shared use path along the north side of SR20 from Trail Road to SR9 South	High	575	271	Yes	2015 STP EST - \$378/LF INCL STORM REPL
	C25	SW30	2016	NA	3	Ferry Street Overlay Project	SR20 to Metcalf (1,570 LF)	Grind and overlay with petromat and structure adjustments and ADA upgrades.	High	330	49.5	No	2016 TIB EST \$210/LF
	C 6 C REV	SW13	2016	NA	4	South Township Street Overlay Project	Waldron to SR20 (300 LF)	Grind and thicken overlay with pavement markings. (Combine with C25 Ferry St Overlay )	High	60	9	No	2015 EST \$200/LF
	C22 NEW	SW36	2017	YES	5	Fruitdale Road Arterial Improvements	Portobello to North City Limits (2,600 LF)	Reconstruct roadway to arterial standards with roundabout intersection at Northern State Road	High	2,320	348	Yes	2015 EST \$893/LF
	C23 NEW	SW37	2017	YES	6	Fruitdale Road, Sidewalk Project	McGarigle to Portobello, East Side (1,050 LF)	Construct sidewalks and ADA ramps on the east side of Fruitdale Road from McGarigle to Portobello.	High	216	216	No	2015 EST \$206/LF
	C26 NEW	SW38	2017	NA	7	Trail Road Overlay Project	SR20 to Cook Road (1,600 LF)	Grind and overlay with petromat and structure adjustments.	High	225	34	No	2015 EST \$35/SY
	C24 NEW	SW24	2018	NA	8	Cook Road Overlay Project	West City Limits to Crossroads (2,200 LF)	Grind and overlay with petromat and structure adjustments.	Medium	300	45	No	2015 EST \$34/SY
	C27 NEW	SW39	2018	NA	9	Jameson Sidewalk Project	Tennis Courts to 3rd Ave (650 LF)	Add shared use path north side of Jameson.	High	130	20	No	2015 EST \$200/LF
	C 1 B	SW06	2019	YES	10	Jones/John Liner RR Undercrossing - SR20 Corridor Project Phase 2B	Sapp Road to Reed Street (1,000 lf)	Construct new BNSF Railroad undercrossing and connect East Jones Road to John Liner Road collector arterials, including railroad undercrossing, drainage, curbs, sidewalks, HMA, pavement markings and illumination.	Medium	7,700	1,155	Yes	2008 TIGER Est \$6,100 inflated 25% 2015

6/23/2015

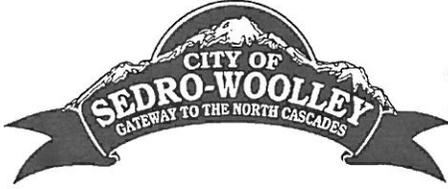
**TABLE 13 - REVISED 2015-6-23 for 2016-2021 TIP - DRAFT  
Sedro-Woolley Transportation Improvement Projects and Programs**

Project Type	MAP ID <sup>(1)</sup>	2016 - 2021 TIP Project No.	2016 - 2021 TIP CN Year	2013 CEDS	2016 - 2021 TIP Priority No.	Project Name	Project Limits	Project Description	Priority	Total Cost 2016 (\$1,000's) (3)(4)	Sedro-Woolley 2016 Cost (\$1,000's) (3)	Traffic Impact Fees	BASIS FOR EST
	C28 NEW	SW40	2019	NA	11	Reed Street Overlay Project	SR20 to John Liner Road (1,400 lf)	Grind and overlay with petromat and structure adjustments.	Medium	130	20	No	
	C 1 C	SW08A	2019	YES	12	John Liner Road, Reed to Township Bicycle/Pedestrian Improvements Project	Reed Street to SR9/Township Street (2,000 LF)	Construct shared use path on the north side of John Liner Road from Reed to Township, including drainage and illumination.	Medium	555	83	No	2015 EST \$36/SY  2014 SRTS EST inflated 25% to 2019
	S 14 B NEW	SW34	2020	YES - WITH S14A AND S15	13	SR20/Cascade Trail West Extension Phase 1B - Hodgkin Road to Trail Road	SR20 MP 64.21 Hodgkin Road to SR20 MP 64.51 Trail Road (1,540 LF)	Construct a shared use path along the north side of SR20	Medium	288	39	Yes	2015 TAP EST - \$187/LF INCL STORM REPL
	C19	SW20	2020	SW20	14	Patrick Street Arterial Project	Michael Street to East Jones Road (1,200 LF)	New collector arterial with drainage, curbs, sidewalks, HMA, pavement markings, illumination	Medium	2,100	315	Yes	2008 TIGER Est \$1,440 Inflated 12YRS 3% INT TO 2020
	S 8 F REV	SW02F	2020	YES	15	SR 20 Stormwater Conveyance System Upgrade	SR20 MP 63.64 Holtcamp Road to MP 64.21 Hodgkin Road (72 IN - 984 LF)	Upgrade the SR20 Stormwater Conveyance System from Holtcamp Road to Hodgkin Road to correct existing capacity issues. Extends and completes undersized portions of the stormwater identified in the SR20/Cook road Realignment and Extension Project Stormwater Report in conjunction with previously scheduled Projects S14A and S14B.	Medium	300	300	No	2013 EST Adjusted for S14A and B
	C 1 A	SW07	2021	YES	16	Jones Road Arterial Improvements	F&S Grade Rd to Sapp Road (4,000 LF)	Reconstruct Jones Road to arterial section including drainage, curbs, sidewalk, shared use path, HMA, pavement markings and illumination.	Medium	3,200	480	Yes	Est \$800/LF 2015
	S 16 REV	SW33	2021	NO	17	SR20/SR9N-Township Intersection Improvements	SR20 MP 66.08	Intersection channelization improvements to allow concurrent north-south left turns and improve signal sequencing	Medium	1,000	150	Yes	2015 WAG
	C18	SW21	2021	SW21	18	Fruitdale/N Township Arterial Extension (Portebello Street)	SR9/N Township Street to Cascadia Drive (2,100 LF)	New collector arterial connecting Fruitdale to SR9/N Township, including drainage, curbs, sidewalks, HMA, pavement markings and illumination.	Medium	1,700	-	No	Est \$810/LF 2015
	S 2 NEW	SW35	2021	NO	19	SR20 / Reed Street Intersection Improvements	SR20 MP 65.70 to 65.72	Intersection Improvements to restrict minor approach motions to right-in/right-out.	Medium	50	8	Yes	2015 WAG

CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 22 2015

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



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

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Jail Medical & Amendment to the Jail Interlocal  
FOR MEETING ON: July 22, 2015

- ISSUES:
1. Should the Council approve the attached agreement on jail medical?
  2. Should the Council approve the attached amendment to the jail interlocal agreement.

DISCUSSION: Jail medical has been a recurring topic for the City Council, most recently on January 28, 2015. The parties have tentatively agreed to a new agreement that allows the parties to pool jail medical risk ("all in"), fixing the cities' costs based upon prior years. Our four year average total of fit for jail and jail medical is \$33,334.37 which will be our jail medical costs (both fit for jail and jail medical) under this new agreement. In the event the parties don't like the new system, the agreement includes a mechanism to reopen the agreement. From my view, this agreement gives us budget predictability. The intended effective date is July 1, 2015.

The second agreement addresses the timing of our payment to the county and the measurement year for the county. Both scenarios are intended to provide clarification to the payments and timing under the jail interlocal agreement.

- REQUESTS:
1. Motion to approve and ratify the attached agreement on jail medical effective July 1, 2015.
  2. Motion to approve the attached amendment to the jail interlocal agreement.

**SECOND AMENDMENT TO THE JAIL FACILITY USE AGREEMENT AMONG SKAGIT COUNTY, THE CITY OF  
MOUNT VERNON, THE CITY OF SEDRO-WOOLLEY, THE CITY OF ANACORTES AND THE CITY OF  
BURLINGTON**

**JAIL MEDICAL CARE AND COSTS SUBSEQUENT AGREEMENT**

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**RECITALS**

**WHEREAS**, Skagit County ("**County**"); the City of Sedro-Woolley ("**Sedro-Woolley**"); the City of Anacortes ("**Anacortes**"); the City of Mount Vernon ("**Mount Vernon**"); and the City of Burlington ("**Burlington**"); collectively referred to as "**Parties**," entered into a Jail Facility Use Agreement (Skagit County Contract No. C20130315) regarding the funding and use of a new jail facility; and

**WHEREAS**, during the drafting of the Jail Facility Use Agreement the Parties agreed to re-visit the allocation of medical costs at a later date so as to not delay the execution of the Jail Facility Use Facility Agreement; and

**WHEREAS**, the Jail Facility Use Agreement provides as a placeholder that medical care and costs shall be allocated pursuant to state law until such time as the Parties enter into a subsequent agreement allocating medical costs; and

**WHEREAS**, the Parties have agreed to enter into this Agreement to serve as a subsequent agreement concerning payment for jail medical care as referenced in the Jail Facility Use Agreement as well as other costs related to fit-for-jail reviews.

**NOW, THEREFORE**, in consideration of the foregoing, the Parties hereby amend the Jail Facility Use Agreement pursuant to Washington law including but not limited to Chapter 70.48 RCW and Chapter 39.34 RCW by executing this Subsequent Agreement concerning the payment for jail medical care and fit-for-jail reviews and hereby agree and contract as follows:

**AGREEMENT**

1. **Annual Jail Medical Payment**: The cities of Anacortes, Sedro-Woolley, Mount Vernon and Burlington agree to make an Annual Jail Medical Payment (defined below) to County to be recorded as revenue to the Jail Fund as described in the Jail Facility Use Agreement. This Annual Jail Medical Payment shall cover each Party's Inmate medical costs, pharmaceutical, and fit-for-jail costs for persons in the custody of a Party in which the Party seeks to have booked in jail, for each Party's City Inmates for that year. Unless specifically excluded, Inmate medical costs covered under this Agreement shall be any emergency and necessary medical and health care for Inmates required under applicable state and federal law including but not limited to dental costs and Booked Inmate ambulance costs. Parties will remain responsible for their personnel

and transportation costs related to fit-for-jail evaluations. Any Inmate medical, jail, pharmaceutical, or fit-for-jail costs that exceed a Party's Annual Jail Medical Payment shall be an expense payable by the Jail Fund. Additionally, any Annual Jail Medical Payment made by a Party that exceeds a Party's Annual Jail Medical Payment shall remain as revenue to the Jail Fund. For purposes of this agreement "Inmate" is defined as any person in the custody of a Party that has been accepted for booking into the Jail by Jail Staff and "Booked Inmate" shall be a person who is currently booked in Jail.

- a. Annual Jail Medical Payment Defined. The Annual Jail Medical Payment shall be calculated based upon each Party's average of four years (January 1, 2011 through December 31, 2014) of medical, pharmaceutical and fit-for-jail costs. The Parties further agree and stipulate to the amounts listed in "Exhibit A" attached hereto as the four-year average of each Party's medical, pharmaceutical and fit-for-jail costs. The Annual Jail Medical Payment shall be remitted to the County as revenue to the Jail Fund in two equal payments based upon the schedule listed in "Exhibit A" hereto, except that the 2015 Annual Jail Medical Payment shall be prorated for the remaining months of 2015 at one half of the detailed four year average listed in "Exhibit A."
  - b. Annual Jail Medical Payment Schedule: The Annual Jail Medical Payment shall be remitted to the County as revenue to the Jail Fund in two equal payments based upon the schedule listed in "Exhibit A." Parties' 2015 and 2016 Annual Jail Medical Payment shall be the four year average listed in "Exhibit A" and shall be remitted to the County as revenue to the Jail Fund as detailed in the payment schedule detailed in "Exhibit A," except that the 2015 payment shall be prorated for the remaining months of 2015 at one half of the detailed four year average listed in "Exhibit A."
  - c. Increase or Decrease in Annual Jail Medical Payment Starting in 2017. Each Party's Annual Jail Medical Payment, starting in year 2017, shall increase (or decrease) on a yearly basis by the annual percentage increase (or decrease) in the Jail Base Operating Budget (as defined in the Jail Facility Use Agreement) from a baseline year of 2014 as defined in "Exhibit B" of the Jail Facility Use Agreement. For purposes of calculations, Year A is 2014, Year B is 2015 and Year C is 2017. (This allows for the change from 2014 to 2015 to be calculated by mid-2016 to include in budgets for 2017.)
  - d. Medical, Pharmaceutical and Fit-for-Jail costs incurred prior to July 1, 2015. Each Party agrees to pay for their City Inmates' medical, pharmaceutical and fit-for-jail costs incurred before July 1, 2015, based upon the "Current Practices Document," "Exhibit B" attached and incorporated into this agreement by this reference.
2. Term of Agreement: This Agreement shall become effective July 1, 2015, and shall continue for the same term as the Jail Facility Use Agreement or until terminated or amended by the parties as described below.
- a. Request to Amend Jail Medical Care and Costs Agreement. Any time after January 1, 2019, three out of the five parties to this Agreement may request to renegotiate the terms of this Agreement. If such request is made, all Parties agree to meet and negotiate the

terms of this agreement in good faith. If after at least four meetings of the Parties, and not more than 6 months, to discuss amendments, or by concurrence of all Parties, all Parties to this agreement do not agree to amended terms, then this Subsequent Agreement shall terminate and Paragraph 13 of the Jail Facility Agreement shall control effective on the earlier of January 1 or July 1 thereafter.

**b. Termination:** This Subsequent Agreement may be terminated upon the written agreement of all Parties to this document.

3. **Record Keeping:** The County shall continue to track fit-for-jail, pharmaceutical and medical costs attributable to each City and County inmate. Parties shall have the right to access and inspect records related to each Party's inmates, conditioned upon having valid Business Associate Agreements in place with the County.
4. **Other Provision:** All other provisions of the Jail Facility Use Agreement that are not in conflict with any provision of this Subsequent Agreement shall control and are hereby incorporated into this Agreement by this reference
5. **Definitions:** All terms, unless expressly defined in this Agreement, shall have the same meaning as defined in the Jail Facility Use Agreement.
6. **Counterparts:** This Subsequent Agreement may be executed in counterparts by the Parties, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

\_\_\_\_\_  
Kenneth A. Dahlstedt, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:

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

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Department Head

Approved as to form:

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

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF MOUNT VERNON

---

Jill Boudreau, Mayor

APPROVED AS TO BUDGET:

---

Alicia D. Huschka, Finance Director

APPROVED AS TO FORM:

---

Kevin Rogerson, City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF ANACORTES

---

Laurie Gere, Mayor

APPROVED AS TO BUDGET:

---

Steven D. Hoglund, Finance Director

APPROVED AS TO FORM:

---

Brad E. Furlong, City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF BURLINGTON

---

Steve Sexton, Mayor

APPROVED AS TO BUDGET:

---

Cristil Robinson, Finance Director

APPROVED AS TO FORM:

---

Leif Johnson, City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF SEDRO WOOLLEY

---

Mike Anderson, Mayor

APPROVED AS TO BUDGET:

---

Patsy Nelson, Finance Director

APPROVED AS TO FORM:

---

Eron Berg, City Attorney

**Exhibit "A"**

	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>4 year avg</b>
<b>Fit for jail</b>					
Anacortes	5,799.21	7,758.97	6,052.47	3,804.97	5,853.91
Burlington	2,261.28	6,950.53	3,108.98	7,713.16	5,008.49
Mount Vernon	14,605.76	18,998.73	28,252.57	18,385.30	20,060.59
Sedro-Woolley	7,652.32	6,835.06	4,160.54	3,238.59	5,471.63
<b>Medical (Including Rx)</b>					
Anacortes	4,945.00	19,353.55	17,555.36	34,558.93	19,103.21
Burlington	19,278.00	8,690.00	34,345.00	29,167.00	22,870.00
Mount Vernon	58,883.00	36,748.00	73,062.00	40,380.00	52,268.25
Sedro-Woolley	25,462.16	16,114.48	25,388.75	44,485.59	27,862.75
<b>Total</b>					
Anacortes	10,744.21	27,112.52	23,607.83	38,363.90	24,957.12
Burlington	21,539.28	15,640.53	37,453.98	36,880.16	27,878.49
Mount Vernon	73,488.76	55,746.73	101,314.57	58,765.30	72,328.84
Sedro-Woolley	33,114.48	22,949.54	29,549.29	47,724.18	33,334.37

	<b>2015</b>	<b>1/2</b>	<b>2016</b>
	<b>year</b>	<b>Payment</b>	<b>Payment</b>
Anacortes	12,478.56		24,957.12
Burlington	13,939.24		27,878.49
Mount Vernon	36,164.42		72,328.84
Sedro-Woolley	16,667.19		33,334.37

**Payment Schedule**

Payments are due semi-annually on May 15 and November 15. If the dates fall on a Sat/Sun, payment is due Monday. Expenses will be invoiced by the County semi-annually.

The 2017 Payment will be the 2016 Payment multiplied by the annual percentage increase (or decrease) in the Jail Base Operating Budget as defined in "Exhibit B" of the Jail Facility Use Agreement. The 2018 Payment will be the 2017 Payment multiplied by the annual percentage increase (or decrease) in the Jail Base Operating Budget as defined in "Exhibit B" of the Jail Facility Use Agreement. And so on.

## Exhibit B

### Skagit County Jail Medical Bills- Current practice

If an inmate in the Skagit County Jail is in need of medical care while in custody all reasonable steps will be taken to insure the inmate's needs are met in accordance with jail standards.

#### Inmate has Insurance

If an inmate has medical insurance and is taken to the hospital or a doctor's office, the medical provider bills the inmate's insurance company directly. Any balance left after the insurance has paid is billed to and is paid by the Jail. The Jail then bills the Inmate (if they have funds on the books to contribute) then bills other responsible agency (ies) as detailed below.

Under the Affordable Care Act after 24 hours of being booked into jail they are eligible for coverage and we work with the hospital (and Community Services) to ensure they get signed up for insurance (Medicaid will be triggered and they will have coverage in spite of still being a jail inmate). Note: Many insurance carriers void coverage for any person incarcerated in a jail.

#### Inmate has funds to contribute

Anytime an inmate comes into the Skagit County Jail with money on their person or when someone puts money in their account via Touch pay, and the inmate has debt for medical services, there is an automatic split, where the County is reimbursed up to 40% of the money to pay the existing debt. If the debt is less than 40% of the funds, then only the amount of the debt is reimbursed with the balance left on the account for the inmate's use to pay for future medical, commissary, phone cards, etc. All unbilled charges are posted to the inmate's account as they are received. These will charge 100% of any funds available at the time of posting. New deposits of funds will be split as per the above (See attached scenarios).

#### No insurance and insufficient funds

Most inmates have no insurance, no money on their account and no prospects of getting either one soon.

*Injury happens while in Jail* - If that inmate is injured in the jail then the medical bills will be charged to the inmate, but paid by Skagit County – they will not be charged to the Agencies.

*Inmate has medical bills resulting from pre-existing condition*- If the inmate has a pre-existing condition or simply gets sick in the jail then the Agencies are billed as detailed below. Skagit County Jail as soon as possible, notifies all agencies with a financial stake in medical billing of a particular inmate, if said inmate is in need of medical care.

Misdemeanor	pre-conviction	originating agency pays
Misdemeanor	post-conviction	originating agency pays
Felony	pre-conviction	originating agency pays
Felony	post-conviction	Skagit County pays

Jail prepares Monthly a billing report allocating payment responsibility and these reports are then summarized into an invoice and mailed to the Agencies for reimbursement. Many times an

inmate will be held on multiple charges from two or more agencies. On these occasions the medical bills are split evenly between the agencies.

The following exception applies to the above:

If Dept. of Corrections is one of the agencies with a hold, they do not pay a split %. If they are the only agency with a hold then they are billed and pay 100%. If an outside jurisdiction agency has a hold on an inmate who is in "transit", but is staying at the Skagit County Jail by statute they are not required to pay medical and the responsible agency bears the cost of the entire bill.

### **Medical Expenses incurred within Jail Facility**

Many inmates incur medical expenses at the jail without ever leaving the facility. Sometimes these medical expenses are passed onto the responsible agency and sometimes they are not. For example:

1. Anytime an inmate goes to see medical personnel at the jail they are charged \$5.00 for that visit. This bill is deducted from the inmates money account. If they do not have money on the books it is run as debt on their account and is often ultimately a loss to the Jail. This expense is not passed onto the responsible agency.
2. Inmates are often given "over the counter meds" without seeing a doctor. Medication such as aspirin, ibuprofen, cold medication, melatonin, etc. They are charged \$5.00 per month for taking that type of medication and the responsible agency is billed for that.

### **Transportation Costs**

The cost of transportation to medical appointments (and standing by for security) is borne by Skagit County unless transportation is via ambulance. Occasionally if the jail staff is very short handed they will ask for assistance from the agency that is responsible for that inmate. If an inmate is transported by ambulance, the inmate and then the agency will be billed.

### **Dental Expenses**

At times an inmate will need dental care. Most problems of this nature are handled by a dental van that comes to the facility on a regular basis. The cost for this van and the attending medical personnel is approximately \$1,250.00 per day (2015 rates). The cost is split between all inmates seen during the day. That cost is then passed onto the responsible agency if the inmate does not have any money.

### **Mental Health Treatment**

Skagit County pays all mental health costs for all inmates (paid by Skagit County Community Services grant). Cost of medication is billed to inmate, then responsible agencies.

### **Fit for Jail Reviews**

As required at the discretion of jail staff on duty, any agency seeking to book an inmate in jail must at their own cost, get medical clearance in the form of a fit-for-jail medical review before such inmate will be booked into the custody of the jail.

## SCENARIOS

1. Inmate A is booked on Monday on Mount Vernon charges. When he is booked, he has no money. On Wednesday, he incurs \$75 in medical expenses. Mount Vernon is sent a bill for \$75.
2. Inmate B is booked on Tuesday on Burlington charges. When he is booked, he has \$600 on his person. He incurs medical charges of \$100 and Inmate is billed for and pays the entire \$100.
3. Inmate C is booked on Anacortes and Skagit County charges. He doesn't have any money and incurs a \$300 medical bill. Anacortes and Skagit County both pay \$150.
4. Inmate D is booked on Mount Vernon charges. He doesn't have any money and incurs a \$400 medical bill. Mount Vernon is billed \$400. Months later he is still in jail and his mother puts \$100 on his account for his birthday. We put \$40 towards his medical debt and Mount Vernon gets a \$40 credit on their next bill.
5. Inmate is booked on Sedro Woolley charges in September and he has no money. When he was here in September, he incurred a \$1000 medical debt and Sedro Woolley was sent a bill since Inmate C didn't have any money. In December, Inmate C was booked again and this time he has \$500 on his person but his account still shows a \$1000 medical debt from September. \$200 of his cash is applied toward his debt and Sedro Woolley is credited \$200 on their next medical bill.

**THIRD AMENDMENT TO THE JAIL FACILITY USE AGREEMENT AMONG SKAGIT COUNTY, THE CITY OF MOUNT VERNON, THE CITY OF SEDRO-WOOLLEY, THE CITY OF ANACORTES AND THE CITY OF BURLINGTON COLLECTIVELY KNOW AS "THE PARTIES"**

CLARIFYING TIMING FOR SEDRO-WOOLLEY PAYMENT AND DEFINING THE YEARS IN EXHIBIT B

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**RECITALS**

**WHEREAS**, Skagit County ("**County**"); the City of Sedro-Woolley ("**Sedro-Woolley**"); the City of Anacortes ("**Anacortes**"); the City of Mount Vernon ("**Mount Vernon**"); and the City of Burlington ("**Burlington**"); collectively referred to as "**Parties**," entered into a Jail Facility Use Agreement (Skagit County Contract No. C20130315) regarding the funding and use of a new jail facility; and

**WHEREAS**, clarification is required regarding the timing and measurement period for the Sedro-Woolley payment; and

**WHEREAS**, a definition of Year A, Year B and Year C is required as it pertains to Exhibit B of the Jail Facility Use Agreement; and

**WHEREAS**, the Parties have agreed to enter into this Agreement to provide the necessary clarification and definition to effectively administer the agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the Parties hereby amend the Jail Facility Use Agreement pursuant to Washington law including but not limited to Chapter 70.48 RCW and Chapter 39.34 RCW by executing this Amendment and hereby agree and contract as follows:

**AGREEMENT**

1. **Clarification and Amendment of 3.e.1 related to the Sedro-Woolley Additional Payment:** The first payment due by the City of Sedro-Woolley will be due April 30, 2015. Thereafter, each yearly payment by the City of Sedro-Woolley shall be due and payable by April 30 of that same year.
2. **Definition of Years in Exhibit B:** As identified in Exhibit B of the Jail Facility Use Agreement, Year A shall be 2013, Year B shall be 2014 and Year C shall be 2016. For each subsequent year, one year will be added to each. So, the following year, Year A shall be 2014, Year B shall be 2015 and Year C shall be 2017.
3. **Other Provision:** All other provisions of the Jail Facility Use Agreement that are not in conflict with any provision of this Amendment shall control.
4. **Definitions:** All terms, unless expressly defined in this Agreement, shall have the same meaning as defined in the Jail Facility Use Agreement.

5. **Counterparts:** This Amendment may be executed in counterparts by the Parties, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

\_\_\_\_\_  
Kenneth A. Dahlstedt, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:

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

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Department Head

Approved as to form:

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

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF MOUNT VERNON

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Jill Boudreau, Mayor

APPROVED AS TO BUDGET:

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Alicia D. Huschka, Finance Director

APPROVED AS TO FORM:

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Kevin Rogerson, City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF ANACORTES

---

Laurie Gere, Mayor

APPROVED AS TO BUDGET:

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Steven D. Hoglund, Finance Director

APPROVED AS TO FORM:

---

Darcy J. Swetnam, City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF BURLINGTON

---

Steve Sexton, Mayor

APPROVED AS TO BUDGET:

---

Cristil Robinson, Finance Director

APPROVED AS TO FORM:

---

Leif Johnson, City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF SEDRO WOOLLEY

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Mike Anderson, Mayor

APPROVED AS TO BUDGET:

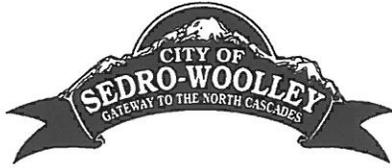
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Patsy Nelson, Finance Director

APPROVED AS TO FORM:

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Eron Berg, City Attorney



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

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## MEMO:

To: City Council  
Mayor Anderson

From: John Coleman 

Date: July 22, 2015

Subject: Proposed Amendments to the Sedro-Woolley Municipal Code, Chapter 16.28  
Binding Site Plan – *First Read*

## CITY COUNCIL AGENDA REGULAR MEETING

JUL 22 2015

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

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## ISSUE

Proposed are amendments to the Sedro-Woolley Municipal Code (SWMC) Chapter 16.28 (Binding Site Plan) which will result in consistency with Chapter 2.90 (Consolidated Planning Procedures).

## PROJECT DESCRIPTION / HISTORY

Staff is continuously looking for ways to improve our municipal code. As staff applies our current code to projects, discrepancies are found and better ways to apply the code are discussed and eventually brought forward to the Planning Commission and City Council.

The City is currently working together with the Port of Skagit, Skagit County and a team of consultants to develop plans, procedures and processes to facilitate the redevelopment of the Northern State Property that is under the current ownership of the State of Washington and managed by the Department of Enterprise Services. The plans and uses envisioned for the site include research & development facilities, manufacturing, hospitality and general commercial uses.

In order to support future redevelopment activities, several of the City's development regulations require updating. The Binding Site Plan code establishes an alternative process to subdividing and short platting. Binding site plan legislation was originally established (RCW 58.17.040) to provide a more streamlined and flexible method for commercial/industrial properties to be sold and leased. The City's existing code reflects state law and outlines a process for review and approval. The binding site plan tool will likely be utilized in the redevelopment and reuse of the Northern State Campus.

Chapter 16.28 outlines a process for review that is inconsistent with the City's Consolidated Planning Procedures (Chapter 2.90) which provides the processes for all land use permits and actions. Chapter 2.90 is the most current of the ordinances and would therefore prevail as the code that will govern processing of a binding site plan.

To avoid confusion when administering the City's codes, it is recommended that Chapter 16.28 be amended so that it is consistent with Chapter 2.90. Currently, under Chapter 16.28 review of binding site plans is a Type III permit (Hearing Examiner review). Chapter 2.90 lists binding site plan review as a Type II (Administrative review).

Staff recommends amending the Municipal Code as proposed.

**ATTACHMENTS**

- Attachment 1 – Proposed Ordinance No. \_\_\_\_\_ regarding amendments to Chapter 16.28 SWMC
- Attachment 2 – Planning Commission Findings and Recommendation

**REQUESTED ACTION**

First Read, no action requested.

# Attachment 1

Proposed Ordinance No. \_\_\_\_\_ regarding  
amendments to Chapter 16.28 SWMC

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
RELATING TO AMENDMENTS TO CHAPTER 16.28 SWMC BINDING SITE PLANS.**

**WHEREAS** the requisite public hearing before the Planning Commission on June 16, 2015 were preceded with appropriate notice published on June 5, 2015; and

**WHEREAS**, the City is currently working together with the Port of Skagit, Skagit County and a team of consultants to develop plans, procedures and processes to facilitate the redevelopment of the Northern State Property that is under the current ownership of the State of Washington and managed by the Department of Enterprise Services. The plans and uses envisioned for the site include research & development facilities, manufacturing, hospitality and general commercial uses; and

**WHEREAS**, in order to support future redevelopment activities, several of the City codes will be reviewed and updates will be proposed as needed; and

**WHEREAS**, binding site plan legislation was established (RCW 58.17.040) to provide a more streamlined and flexible method for commercial/industrial properties to be sold and leased. The City's existing code reflects state law and outlines a process for review and approval. The binding site plan tool will likely be utilized in the redevelopment and reuse of the Northern State Campus; and

**WHEREAS**, Chapter 16.28 outlines a process for review that is inconsistent with the City's Consolidated Planning Procedures (Chapter 2.90) which provides the processes for all land use permits and actions. To avoid confusion when administering the City's codes, it is recommended that Chapter 16.28 be amended so that it is consistent with Chapter 2.90. Currently, under Chapter 16.28 review of binding site plans is a Type III permit (Hearing Examiner review). Chapter 2.90 lists binding site plan review as a Type II (Administrative review); and

**WHEREAS**, The City utilized the State Attorney General Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property for evaluating constitutional issues, in conjunction with and to inform its review of the Ordinance. The City has utilized the process, a process protected under Attorney-Client privilege pursuant to law including RCW 36.70A.370(4), with the City Attorney's Office which has reviewed the Advisory Memorandum has discussed this Memorandum, including the "warning signals" identified in the Memorandum, with decisions makers, and conducted an evaluation of all constitutional provisions potentially at issue and advised of the genuine legal risks, if any, with the adoption of this Ordinance to assure that the proposed regulatory or administrative actions did not result in an unconstitutional taking of private property, consistent with RCW 36.70A.370(2).

**NOW, THEREFORE, THE CITY COUNCIL OF SEDRO-WOOLLEY, WASHINGTON,  
DO ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The City council adopts and incorporates the foregoing recitals as findings as if set forth fully herein.

**SECTION 2.** The City Council makes the following findings:

- A. The proposed ordinance is procedural.
- B. The proposed amendments will correct the conflict between Chapter 2.90 and Chapter 16.28.
- C. The proposed amendments will support future redevelopment at the Northern State Campus.
- D. Pursuant to Washington Administrative Code (WAC) 197-11-800(19), the proposed ordinance is categorically exempt from review under the State Environmental Policy Act (SEPA).
- E. The proposed ordinance is in the best interest of City of Sedro-Woolley citizens and promotes the health, safety and welfare of the citizens of the City of Sedro-Woolley.
- F. The proposed ordinance has been disseminated and opportunities have been provided for written comments and public hearing after effective notice.

**SECTION 3.** That Chapter 16.28 of the Sedro-Woolley Municipal Code is hereby amended as follows:

**EXHIBIT A.**

**SECTION 4. Severability.** If any section, subsection, sentence, clause, chapter, provision, or phrase of this ordinance or its application to any person or circumstance is found to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of the ordinance, chapter, or the application or the provisions to other persons or circumstances.

**SECTION 5. Effective Date.** This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MIKE ANDERSON, Mayor

\_\_\_\_\_  
PATSY NELSON, Finance Director

Approved as to form:

\_\_\_\_\_  
ERON BERG, City Attorney

**Chapter 16.28  
BINDING SITE PLAN**

Sections:

- [16.28.010](#) General provisions.
- [16.28.020](#) Review procedures—Preliminary binding site plan.
- [16.28.030](#) Improvements and security—Methods and procedure.
- [16.28.040](#) Final review—Recording—Revisions.
- [16.28.050](#) Criteria/development standards.
- [16.28.060](#) Application requirements.

**16.28.010 General provisions.**

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A. Purpose and Applicability. The purpose of this chapter is to establish an alternative process to subdividing and short subdividing of land. Any person, or entity, who seeks to divide commercial, **industrial, or industrial public** zoned property as provided in RCW 58.17.040(4); divide property for lease as provided in RCW 58.17.040(5) for an approved mobile home park, whether currently constructed or not constructed; and divide property as provided in Section 58.17.040(7), whether currently constructed or not constructed, may apply for a binding site plan division under the provisions of this chapter in lieu of the provisions for subdivisions.

B. Compliance Required.

1. All development must be in compliance with the recorded final binding site plan. All provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the purchaser or any other person acquiring a lease or other ownership interest of any lot, parcel or tract created pursuant to the binding site plan.
2. No person shall sell, lease, or transfer the ownership of or offer for sale, lease or transfer of ownership any real property that is subject to this chapter without full compliance with the provisions of this chapter and Chapter 58.17 RCW except that, following preliminary binding site plan approval, performance of such offer or agreement may be permitted provided that such offer or agreement is expressly conditioned on the recording of the final binding site plan, and compliance with all conditions thereto. (Ord. 1487-04 § 7 (part), 2004: Ord. 1450-03 § 2 (part), 2003)

**16.28.020 Review procedures—Preliminary binding site plan.**

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The general binding site plan (preliminary binding site plan) shall be processed as a **Type III** Land Use permit under Chapter 2.90. The approval for improvements and finalization of specific individual lots (final binding site plan) shall be done by administrative approval as a Type I(B) land use permit under Chapter 2.90. (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

#### **16.28.030 Improvements and security—Methods and procedure.**

If the preliminary binding site plan is approved, the city may establish a method providing for and securing to the city the actual construction and installation of required improvements in accordance with the provisions of this chapter as follows:

- A. By requiring that all required improvements be installed and constructed prior to issuance of building permits for structures or sale or lease of lots within the development;
- B. By accepting a condition that no certificate of occupancy shall be issued for any structure within a binding site plan until improvements have been constructed or other security is provided pursuant to subsections (C) through (F) of this section. Any such condition shall be inscribed on the face of the original final binding site plan filed and of record pursuant to Section [16.28.060](#)(B)(7);
- C. By furnishing the city with a performance bond satisfactory to the city attorney, in which guarantee is given the city that the installation of the required improvements will be carried out within one year;
- D. By a cash deposit with the city or suitable escrow;
- E. By a combination of these methods; or
- F. By such other reasonable guarantee acceptable to the city attorney. (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

#### **16.28.040 Final review—Recording—Revisions.**

A. Final Binding Site Plan Review. After approval of the preliminary binding site plan, and within the time limits set forth in SWMC 2.90, the applicant shall submit a final binding site plan and supplementary materials as required under Section [16.28.060](#)(B). The planning director, building official and city engineer, in consultation with appropriate city staff, shall:

1. Inspect the detail and computation of the final binding site plan for compliance with the specifications and standards of this chapter;

2. Inspect the final binding site for compliance with the preliminary binding site plan approved by the city and the conditions made a part of that approval;
3. Determine either that all required improvements have been installed in accordance with these regulations or that certain improvements may properly be deferred as per Section [16.28.030](#);
4. The mayor, planning director, building official, and city engineer shall signify approval by signing the original mylar copy of the final plan.

B. Filing and Recording Final Binding Site Plan. The applicant shall file the original mylar drawing of the final binding site, satisfying the provisions of Section [16.28.060](#)(B) for recording as a short or long plat with the Skagit County Auditor, with copies to the county assessor, treasurer, and public works office. One reproducible full copy on mylar or sepia material shall be furnished to the city planning department.

C. Expiration. Any final binding site plan not filed for recording within sixty days after the city approval shall be null and void. To be reactivated, the binding site plan must be resubmitted as a new preliminary binding site plan.

D. Binding Site Plan Revisions. Alteration of a preliminary or final binding site plan shall be accomplished by application and shall be subject to all procedures and requirements established in this chapter, except that minor modifications may be allowed as provided for under subdivisions (1) through (4) of this subsection, below:

1. The final building site plan shall conform to the preliminary binding site plan approved by the city, and to any conditions that may have been part of the approval, except as provided under subdivision (2) of this subsection.
2. Minor modifications to the approved preliminary plan, or approved final binding site plan, may be allowed if the city planning director, engineer, attorney, and other affected city departments or utility companies, and the mayor determine such modifications are necessary because of unforeseen technical problems and such modifications comply with the spirit and intent of the preliminary approval and will not be detrimental to the public health, safety or welfare or injurious to other properties in the area. Examples of minor modifications are, but are not limited to:

- a. Modification of lot lines which do not violate any development codes or regulations of the city or this chapter;
  - b. Reconfiguration of parking lots or landscape areas that are approved by the city planning director;
  - c. Relocation of fire lands, hydrants or water lines that would conform to city regulations and are approved by the fire chief;
  - d. Relocation of utilities that would conform to city regulations as approved by the city engineer;
  - e. Modification of building configurations that do not significantly increase the floor area, reduce required parking ratios, reduce landscaped area, or violate any city regulations.
3. A minor modification to the preliminary binding site plan, approved under subdivision (2) of this subsection shall be reflected in the final binding site plan.
  4. A minor modification to the final recorded binding site plan, approved under subdivision (2) of this subsection, shall be noted by a written statement, and illustrated, on the appropriate maps and mylars, signed by the planning director, city engineer, city attorney, the head of any affected city department, and mayor, and recorded in the county auditor's office as an amendment to the original recorded binding site plan, with copies to the county assessor, treasurer and public works departments. A reproducible copy of the amendment shall be provided to the city planning department. (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

#### **16.28.050 Criteria/development standards.**

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A. Factors to be Considered in the Preliminary Binding Site Plan Review. The approving authority's decision may be to grant or deny an application or to require of the applicant such conditions, modifications and restrictions as are found necessary to insure that the development:

1. Is consistent with the projected environmental impacts, or lack of impacts, as described by the applicant in the environmental assessment documents, and complies with all mitigation measures and conditions of a determination of nonsignificance issued for the proposed binding site plan;

2. Conforms to the following codes, programs and policies:
  - a. The comprehensive plan and zoning code, Title 17 of this code,
  - b. The design and development standards and requirements of this title and Chapter 15.40 of this code,
  - c. The city's six-year transportation and improvement plan,
  - d. The city's storm drainage and sewer service plans and policies,
  - e. The compatibility of the binding site plan with existing adjacent developments, or potential developments if the adjacent land is zoned for residential use,
  - f. Other plans and programs as the city may adopt.
3. Includes appropriate provisions for the public health, safety and general welfare; open space; storm drainage; streets or roads; alleys; sidewalks and trails; transit stops; and other public ways; open space; potable water supplies; fire protection; and sanitary and solid waste disposal.

B. Design and Development Standards.

1. Streets—Realignment, Dedication or Widening. If the city concludes that the street right-of-way adjacent to a proposed binding site plan is inadequate for widening and/or realignment of the existing street, as determined by the comprehensive plan, traffic impact study, or the public works construction standards, then the city may require a dedication of necessary right-of-way and improvement of that right-of-way and provision of attendant traffic control devices.
2. Natural Features. The design of the project shall minimize disturbance to natural drainage and wetlands, and shall preserve as much as practical existing significant trees and the natural grades around such trees.
3. Grading/Erosion Control. Before any site modification where existing natural features, including topsoil, would be removed or disturbed, a grading and erosion control plan showing the extent of the proposed modification must be submitted to and approved by the city. Debris,

junk, rubbish, or other waste materials of any kind shall not be buried in any land or deposited in any surface water.

4. Existing Structures. All existing structures and uses shall comply with the standards of the city codes and zoning requirements.

5. Floodplain. The proposed development shall comply with the Sedro-Woolley Floodplain Ordinance codified under Chapter 17.66 of this code.

6. Landscaping. All developments shall provide landscaping to satisfy the landscaping ordinance, and the following objectives, as determined by the planning director: to provide an attractive appearance; to soften the impact of and break up parking areas; to reduce the amount of impermeable surface and improve drainage; to provide a streetscape along roadways; to buffer uses from adjacent residential properties; to screen loading and outdoor storage areas; to provide an attractive environment in which to work or shop; and to establish and maintain property values within the business, commercial and industrial areas of the city. Plans shall include irrigation, and provide for maintenance of the landscaped areas.

7. Parking. The number of parking stalls provided for each use within the binding site plan shall comply with the requirements of the zoning ordinance. In most cases, cross-easement between lots, or common use tracts, shall be required for parking and parking area circulation roads.

8. Loading. Loading areas shall be provided and outdoor storage areas shall be fully screened.

9. Lot Configuration. Lot arrangement shall provide for suitable building sites. Lots in a binding site plan must also meet the lot dimensional and road frontage requirements of the underlying zoning district, mobile home park ordinance, or subdivision ordinance.

10. Setbacks. Around the outer perimeter of the planned development, setbacks for structures shall comply with the provisions of the zoning district, except that no structure shall be less than ten feet from a perimeter line. Setbacks from other lines within the building site plan need not satisfy the zoning district requirements, provided that construction meets building and fire codes.

11. Fire Hydrants. Hydrants shall be installed as required by the city fire chief. Water pressure and flow shall be adequate to provide for fire protection to all areas of the site.

12. Access. Ingress and egress shall be approved by the planning director and city engineer. The site design shall provide for joint access easements and lot configurations which will reduce the number of ingress/egress points from existing city, county or state roads; provided, however, that adequate access for emergency services is included.

13. Pipe Utilities. All storm drainage improvements, sanitary sewer improvements, and water improvements, and associated easements, shall be approved by the city engineer and sewer plant manager and PUD. Easements and cross-easements for utilities shall be provided as necessary. Provision for utility line extension beyond the boundary of the project may be required, along with any necessary easements for maintenance, or dedications.

14. Wire Utilities. All projects shall have all power lines, telephone wires, television cables, fire alarm systems and other communication wires, cables or lines placed underground. All such underground installations or systems shall be approved by the appropriate utility company. If the appropriate utility company determines that an underground system, as required above, cannot reasonably be installed according to accepted engineering practices, this requirement may be waived upon receipt of a written notice from such utility to the planning director. Utility easements shall be provided within a proposed binding site plan and shall be approved by the appropriate utility company before final acceptance of the binding site plan, and shall be shown in their exact location on the final drawing of such plan.

15. Covenants and Restrictions. All development within a binding site plan shall be governed by covenants and restrictions, reviewed and approved by the city planning director and attorney prior to final approval. At a minimum, the covenants and restrictions shall: specify standards for construction and design; control operational standards and impacts of various uses; specify maintenance and easement of responsibilities and obligations; and provide a mechanism for enforcement of the covenants and restrictions. These covenants and restrictions shall be recorded and referenced on the face of the final binding site plan, and attached as a permanent deed restriction to each lot within the binding site area. (Ord. 1520-05 § 3, 2005; Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

**16.28.060 Application requirements.**

A. Preliminary Binding Site Plan Application Requirements. The applicant shall submit the following materials to the city, which shall comprise a complete application:

1. Completed application form provided by the city;
2. Environmental impact assessment information;
3. Payment of required fees for binding site plan application:
  - a. Environmental review: as set by the Sedro-Woolley city council,
  - b. SEPA checklist review: as most recently adopted by the city council,
  - c. EIS review: as most recently adopted by the city council.
4. Names and addresses of all owners of property located within five hundred feet of the proposed binding site plan property, and any other contiguous property owned by the applicant, exclusive of rights-of-way;
5. Twelve paper copies of the binding site plan map(s), which shall be prepared by a registered land surveyor of the state of Washington, on a map or maps eighteen inches by twenty-four inches with the following information:
  - a. The name of the binding site plan,
  - b. The names and addresses of the owners of the property, and the developer(s) of the planned development,
  - c. The existing zoning classification of the subject land and all adjacent properties, including those properties across streets,
  - d. The legal description of the boundaries of the land and actual dimensions of the tract to be divided,
  - e. A vicinity map showing the boundary of the land in relation to the section(s) in which it is located. This information shall be drawn as an insert at a convenient scale,

- f. The Date, Scale, and North Arrow. The desired scale shall be one inch equals one hundred feet, but no more than one inch equals four hundred feet, unless otherwise approved by the planning director,
- g. Existing conditions, including the location, width, and names of all existing or platted streets or other public ways or easements within or adjacent to the proposed development, and all other features such as existing buildings, utilities, watercourses, significant trees or other natural features, power lines, and section lines,
- h. Proposed finished contours, at two foot intervals, along with benchmarks of existing ground elevation, which shall be referenced to mean sea level datum,
- i. The number and dimensions of all lots including bearings of all lines,
- j. The layout of the site, or portion(s) thereof, including lot design, building "footprints," street and pedestrian circulation, location of landscape areas and islands, and private and public road right-of-way widths. Street and pedestrian layout shall identify location and width of vehicular and pedestrian ways and indicate the status of ownership and method of maintenance,
- k. All adjacent areas or lots outside of the binding site plan area which are reserved for future development and which are under the ownership of the applicant,
- l. Building setback lines, proposed loading and storage areas,
- m. Off-street parking layout and traffic circulation plan,
- n. A preliminary layout of all proposed underground utility services, including proposed easements, and the names of utility companies which will serve the site,
- o. Name of water district, and a preliminary layout of proposed water service and fire hydrants, including pipe dimensions and type and estimated fire flow, and any proposed easements,
- p. Proposed road and traffic improvements to existing or proposed city, county or state roads, including any traffic signal installation or relocation, or proposed right-of-way dedications.

- q. Open space areas, and all parcels or tracts being dedicated or reserved as parks, playgrounds, streets, alleys, easements or other public and semi-public uses, if any;
6. A floodplain development permit application, if applicable;
7. A grading, fill, preload, and erosion control plan, if applicable;
8. Letters from affected utility districts and companies indicating whether or not they are able to serve the proposed development, including any major improvements that may be required of the developer;
9. A preliminary conceptual landscape plan, identifying areas to be landscaped, general types of plant material to be used, areas to be buffered or screened with landscaping, proposed berming and contouring. These plans shall address the objectives stated under Section [16.28.050\(B\)\(5\)](#);
10. Preliminary storm drainage plans, including location of catch basins, drain pipes (and sizes) oil/water separators, and grades of proposed roads, sidewalks, parking and loading areas, and detention or retention areas. Preliminary drainage calculations shall be included with these plans;
11. A master plan and schedule of construction and proposed phasing of improvements if applicant intends to develop site in phases.
12. Draft covenants and restrictions for the development addressing the requirements under Section [16.28.050\(B\)\(14\)](#).

B. Final Binding Site Plan Submittal Requirements. The final binding site plan submittal shall include:

1. The original mylar drawing(s), one reproducible copy, and twelve paper copies of eighteen inch by twenty-four inch map(s) of the final binding site plan, prepared by a registered land surveyor of the state of Washington, showing the same information as required for the preliminary binding site plan under subsection (A) of this section, above, modified to include:

- a. All changes made pursuant to the conditions of preliminary binding site plan review and approval,

- b. A complete survey map with the following information:
- i. The lines and names of all streets or other public ways, parks, playgrounds, and all easements to be dedicated for public use, or for access, or for utilities within the binding site plan,
  - ii. Formal, irrevocable offers of dedication to the public, or appropriate utility agency, of all of the above-described rights-of-way or easements, and space for appropriate acknowledgements, endorsements and certifications.
  - iii. Identification of all parcels or tracts to be reserved in the deeds for common use of property owners within the binding site plan area,
  - iv. Reference to covenants and restrictions recorded with the final binding site plan, and attached to the deeds of all lots within the development,
  - v. The lines and names of all existing or platted streets or other public ways, parks, playgrounds, and easements adjacent to the final binding site plan, including municipal boundaries, township and range lines, and section lines,
  - vi. The lengths and bearings of all straight lines, curb radii, arcs and semi-tangents of all curves,
  - vii. All dimensions along the lines of each lot, with the bearings plus any other data necessary to the location of any lot lines or corners in the field,
  - viii. Suitable primary control points, or descriptions and ties to such control point, to which all dimensions, angles, bearings and similar data given to the plat shall be referred,
  - ix. The name of all subdivisions immediately adjacent thereof,
  - x. The date, north point, and scale,
  - xi. The boundary of the tract, with courses and distances marked thereon, as determined by a field survey made by a registered land surveyor of the state of Washington,

xii. A certificate from the county treasurer indicating that all taxes on said property included in the binding site plan or dedication have been paid,

xiii. A certificate from the city treasurer indicating that all assessments on the subject have been paid,

xiv. Signature blocks for approval by the planning director, city engineer, city building official, and the mayor, and date thereof, when the development complies with all conditions;

2. A declaration by a registered land surveyor shall be placed on the above binding site plan map and shall declare that the boundaries of the land have been surveyed and monumented and that all distances and bearings on the binding site plan are accurate, and the survey is retraceable based on the subdivision of the section(s). The minimum standard of work shall be as set forth in the most recently adopted Washington Administrative Code establishing land surveying standards;

3. A copy of final covenants and restrictions, and descriptions of common use tracts or easements, to be attached to the deeds of all lots within the development;

4. Final approved landscape, irrigation and maintenance plans;

5. Final approved storm drainage and grading plans;

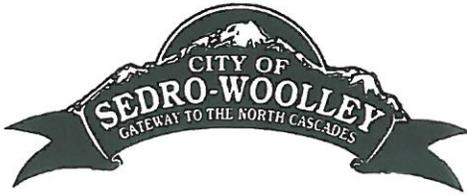
6. Compliance with the requirements of the utility departments and companies as evidenced by letters of approval from same.

7. If required improvements have not been completed, a preoccupancy condition, performance bond, cash security, or other security shall be provided as per Section [16.28.030](#), and such condition shall be stated on the final binding site plan map.

8. A notarized certificate signed by the contract purchaser or owner of record stating that the decision to finalize the binding site plan is their free act and deed, and that: "A binding site plan number and date of approval shall be included in all deeds and contracts." (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

## **Attachment 2**

Planning Commission Findings and Recommendation



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

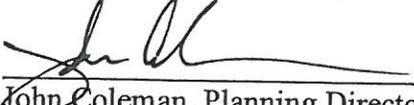
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## TRANSMITTAL & REPORT MEMORANDUM

DATE: June 16, 2015

TO: Sedro-Woolley Planning Commission

REGARDING Proposed Amendments to Chapter 16.28 (Binding Site Plan ) of the Sedro-Woolley Municipal Code

FROM:   
John Coleman, Planning Director

The following amendments are proposed and submitted by the Planning Department. This report serves as the staff report for the proposed amendments and was submitted in accordance with Chapter 2.90 of the SWMC.

### FINDINGS OF FACT

#### PROPOSAL

Proposed are amendments to the Sedro-Woolley Municipal Code (SWMC) Chapter 16.28 (Binding Site Plan) which will result in consistency with Chapter 2.90 (Consolidated Planning Procedures).

Please see the attached code labeled as **Exhibit A**, formatted in a tracking program, so that the proposed changes to the code are easily identifiable.

#### BACKGROUND

Staff is continuously looking for ways to improve our municipal code. As staff applies our current code to projects, discrepancies are found and better ways to apply the code are discussed and eventually brought forward to the Planning Commission and City Council.

The City is currently working together with the Port of Skagit, Skagit County and a team of consultants to develop plans, procedures and processes to facilitate the redevelopment of

the Northern State Property that is under the current ownership of the State of Washington and managed by the Department of Enterprise Services. The plans and uses envisioned for the site include research & development facilities, manufacturing, hospitality and general commercial uses.

In order to support future redevelopment activities, several of the City's development regulations require updating. The Binding Site Plan code establishes an alternative process to subdividing and short platting. Binding site plan legislation was originally established (RCW 58.17.040) to provide a more streamlined and flexible method for commercial/industrial properties to be sold and leased. The City's existing code reflects state law and outlines a process for review and approval. The binding site plan tool will likely be utilized in the redevelopment and reuse of the Northern State Campus.

Chapter 16.28 outlines a process for review that is inconsistent with the City's Consolidated Planning Procedures (Chapter 2.90) which provides the processes for all land use permits and actions. Chapter 2.90 is the most current of the ordinances and would therefore prevail as the code that will govern processing of a binding site plan.

To avoid confusion when administering the City's codes, it is recommended that Chapter 16.28 be amended so that it is consistent with Chapter 2.90. Currently, under Chapter 16.28 review of binding site plans is a Type III permit (Hearing Examiner review). Chapter 2.90 lists binding site plan review as a Type II (Administrative review).

Staff recommends amending the Municipal Code as proposed.

#### **PROPOSAL REVIEW PROCESS**

- A SEPA threshold Determination of Non-Significance was not required for the procedural amendments.
- Public Notice of the Planning Commission Hearing was published on June 5, 2015.
- The State Department of Commerce (COMM) was notified of the proposed amendments on June 3, 2015, an acknowledgment letter of the receipt of that notice was received June 3, 2015 (COMM material ID #21320). Expedited review of the proposed amendments was granted via email on \_\_\_\_\_, 2015.

#### **RECOMMENDATION**

Staff Recommends that the Planning Commission review the proposed amendments to Chapter 16.28 (Binding Site Plan), hold a public hearing and make a recommendation to the City Council to adopt the amendments (with PC recommended amendments if applicable).

NOTICE OF HEARING PUBLISHED IN THE SKAGIT VALLEY HERALD: June 5, 2015

EXHIBITS:

- A. Chapter 16.28 Proposed Code Amendments Formatted in Tracking Program
- B. Procedural Items: Notice of Public Hearing, and Commerce materials

CONCLUSIONS

The Planning Commission, having reviewed the Planning Department Transmittal and Report Memorandum and hearing public testimony, makes the following conclusions:

- 1. Adoption of the proposed amendments to Chapter 16.28 of the SWMC comply with the State GMA, have been approved by the State Department of Commerce, and have been adequately vetted through the public review process; and

DECISION

Based upon the foregoing, the Planning Commission recommends approval of amendments to Chapter 16.28 of the SWMC, found herein as Exhibits A.

CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of amendments to Chapter 16.28 SWMC to correct an inconsistency with Chapter 2.90, at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, June 16, 2015**, at which time a quorum was present and the decision was for approval by a vote of 5 **FOR**, 0 **AGAINST**, and 0 **ABSTENTIONS**.

ERIC JOHNSON PRO-TEM }  } 6/16/15  
FOR Patrick Huggins, Planning Commission Chair Date

# **EXHIBIT A**

## **Chapter 16.28 Proposed Amendments**

## Chapter 16.28 BINDING SITE PLAN

Sections:

- 16.28.010 General provisions.
- 16.28.020 Review procedures—Preliminary binding site plan.
- 16.28.030 Improvements and security—Methods and procedure.
- 16.28.040 Final review—Recording—Revisions.
- 16.28.050 Criteria/development standards.
- 16.28.060 Application requirements.

### 16.28.010 General provisions.

A. Purpose and Applicability. The purpose of this chapter is to establish an alternative process to subdividing and short subdividing of land. Any person, or entity, who seeks to divide commercial, industrial, or industrial public zoned property as provided in RCW 58.17.040(4); divide property for lease as provided in RCW 58.17.040(5) for an approved mobile home park, whether currently constructed or not constructed; and divide property as provided in Section 58.17.040(7), whether currently constructed or not constructed, may apply for a binding site plan division under the provisions of this chapter in lieu of the provisions for subdivisions.

B. Compliance Required.

1. All development must be in compliance with the recorded final binding site plan. All provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the purchaser or any other person acquiring a lease or other ownership interest of any lot, parcel or tract created pursuant to the binding site plan.
2. No person shall sell, lease, or transfer the ownership of or offer for sale, lease or transfer of ownership any real property that is subject to this chapter without full compliance with the provisions of this chapter and Chapter 58.17 RCW except that, following preliminary binding site plan approval, performance of such offer or agreement may be permitted provided that such offer or agreement is expressly conditioned on the recording of the final binding site plan, and compliance with all conditions thereto. (Ord. 1487-04 § 7 (part), 2004: Ord. 1450-03 § 2 (part), 2003)

### 16.28.020 Review procedures—Preliminary binding site plan.

The general binding site plan (preliminary binding site plan) shall be processed as a Type ~~III~~ II Land Use permit under Chapter 2.90. The approval for improvements and finalization of specific individual lots (final binding site plan) shall be done by administrative approval as a Type I~~(B)~~ land use permit under Chapter 2.90. (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

**16.28.030 Improvements and security—Methods and procedure.**

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If the preliminary binding site plan is approved, the city may establish a method providing for and securing to the city the actual construction and installation of required improvements in accordance with the provisions of this chapter as follows:

- A. By requiring that all required improvements be installed and constructed prior to issuance of building permits for structures or sale or lease of lots within the development;
- B. By accepting a condition that no certificate of occupancy shall be issued for any structure within a binding site plan until improvements have been constructed or other security is provided pursuant to subsections (C) through (F) of this section. Any such condition shall be inscribed on the face of the original final binding site plan filed and of record pursuant to Section 16.28.060(B)(7);
- C. By furnishing the city with a performance bond satisfactory to the city attorney, in which guarantee is given the city that the installation of the required improvements will be carried out within one year;
- D. By a cash deposit with the city or suitable escrow;
- E. By a combination of these methods; or
- F. By such other reasonable guarantee acceptable to the city attorney. (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

**16.28.040 Final review—Recording—Revisions.**

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A. Final Binding Site Plan Review. After approval of the preliminary binding site plan, and within the time limits set forth in SWMC 2.90, the applicant shall submit a final binding site plan and supplementary materials as required under Section 16.28.060(B). The planning director, building official and city engineer, in consultation with appropriate city staff, shall:

1. Inspect the detail and computation of the final binding site plan for compliance with the specifications and standards of this chapter;

2. Inspect the final binding site for compliance with the preliminary binding site plan approved by the city and the conditions made a part of that approval;
3. Determine either that all required improvements have been installed in accordance with these regulations or that certain improvements may properly be deferred as per Section 16.28.030;
4. The mayor, planning director, building official, and city engineer shall signify approval by signing the original mylar copy of the final plan.

B. Filing and Recording Final Binding Site Plan. The applicant shall file the original mylar drawing of the final binding site, satisfying the provisions of Section 16.28.060(B) for recording as a short or long plat with the Skagit County Auditor, with copies to the county assessor, treasurer, and public works office. One reproducible full copy on mylar or sepia material shall be furnished to the city planning department.

C. Expiration. Any final binding site plan not filed for recording within sixty days after the city approval shall be null and void. To be reactivated, the binding site plan must be resubmitted as a new preliminary binding site plan.

D. Binding Site Plan Revisions. Alteration of a preliminary or final binding site plan shall be accomplished by application and shall be subject to all procedures and requirements established in this chapter, except that minor modifications may be allowed as provided for under subdivisions (1) through (4) of this subsection, below:

1. The final building site plan shall conform to the preliminary binding site plan approved by the city, and to any conditions that may have been part of the approval, except as provided under subdivision (2) of this subsection.
2. Minor modifications to the approved preliminary plan, or approved final binding site plan, may be allowed if the city planning director, engineer, attorney, and other affected city departments or utility companies, and the mayor determine such modifications are necessary because of unforeseen technical problems and such modifications comply with the spirit and intent of the preliminary approval and will not be detrimental to the public health, safety or welfare or injurious to other properties in the area. Examples of minor modifications are, but are not limited to:

- a. Modification of lot lines which do not violate any development codes or regulations of the city or this chapter;
  - b. Reconfiguration of parking lots or landscape areas that are approved by the city planning director;
  - c. Relocation of fire lands, hydrants or water lines that would conform to city regulations and are approved by the fire chief;
  - d. Relocation of utilities that would conform to city regulations as approved by the city engineer;
  - e. Modification of building configurations that do not significantly increase the floor area, reduce required parking ratios, reduce landscaped area, or violate any city regulations.
3. A minor modification to the preliminary binding site plan, approved under subdivision (2) of this subsection shall be reflected in the final binding site plan.
4. A minor modification to the final recorded binding site plan, approved under subdivision (2) of this subsection, shall be noted by a written statement, and illustrated, on the appropriate maps and mylars, signed by the planning director, city engineer, city attorney, the head of any affected city department, and mayor, and recorded in the county auditor's office as an amendment to the original recorded binding site plan, with copies to the county assessor, treasurer and public works departments. A reproducible copy of the amendment shall be provided to the city planning department. (Ord. 1487-04 § 7 (part), 2004: Ord. 1450-03 § 2 (part), 2003)

**16.28.050 Criteria/development standards.**

A. Factors to be Considered in the Preliminary Binding Site Plan Review. The approving authority's decision may be to grant or deny an application or to require of the applicant such conditions, modifications and restrictions as are found necessary to insure that the development:

1. Is consistent with the projected environmental impacts, or lack of impacts, as described by the applicant in the environmental assessment documents, and complies with all mitigation measures and conditions of a determination of nonsignificance issued for the proposed binding site plan;

2. Conforms to the following codes, programs and policies:
  - a. The comprehensive plan and zoning code, Title 17 of this code,
  - b. The design and development standards and requirements of this title and Chapter 15.40 of this code,
  - c. The city's six-year transportation and improvement plan,
  - d. The city's storm drainage and sewer service plans and policies,
  - e. The compatibility of the binding site plan with existing adjacent developments, or potential developments if the adjacent land is zoned for residential use,
  - f. Other plans and programs as the city may adopt.
3. Includes appropriate provisions for the public health, safety and general welfare; open space; storm drainage; streets or roads; alleys; sidewalks and trails; transit stops; and other public ways; open space; potable water supplies; fire protection; and sanitary and solid waste disposal.

**B. Design and Development Standards.**

1. Streets—Realignment, Dedication or Widening. If the city concludes that the street right-of-way adjacent to a proposed binding site plan is inadequate for widening and/or realignment of the existing street, as determined by the comprehensive plan, traffic impact study, or the public works construction standards, then the city may require a dedication of necessary right-of-way and improvement of that right-of-way and provision of attendant traffic control devices.
2. Natural Features. The design of the project shall minimize disturbance to natural drainage and wetlands, and shall preserve as much as practical existing significant trees and the natural grades around such trees.
3. Grading/Erosion Control. Before any site modification where existing natural features, including topsoil, would be removed or disturbed, a grading and erosion control plan showing the extent of the proposed modification must be submitted to and approved by the city. Debris,

junk, rubbish, or other waste materials of any kind shall not be buried in any land or deposited in any surface water.

4. Existing Structures. All existing structures and uses shall comply with the standards of the city codes and zoning requirements.

5. Floodplain. The proposed development shall comply with the Sedro-Woolley Floodplain Ordinance codified under Chapter 17.66 of this code.

6. Landscaping. All developments shall provide landscaping to satisfy the landscaping ordinance, and the following objectives, as determined by the planning director: to provide an attractive appearance; to soften the impact of and break up parking areas; to reduce the amount of impermeable surface and improve drainage; to provide a streetscape along roadways; to buffer uses from adjacent residential properties; to screen loading and outdoor storage areas; to provide an attractive environment in which to work or shop; and to establish and maintain property values within the business, commercial and industrial areas of the city. Plans shall include irrigation, and provide for maintenance of the landscaped areas.

7. Parking. The number of parking stalls provided for each use within the binding site plan shall comply with the requirements of the zoning ordinance. In most cases, cross-easement between lots, or common use tracts, shall be required for parking and parking area circulation roads.

8. Loading. Loading areas shall be provided and outdoor storage areas shall be fully screened.

9. Lot Configuration. Lot arrangement shall provide for suitable building sites. Lots in a binding site plan must also meet the lot dimensional and road frontage requirements of the underlying zoning district, mobile home park ordinance, or subdivision ordinance.

10. Setbacks. Around the outer perimeter of the planned development, setbacks for structures shall comply with the provisions of the zoning district, except that no structure shall be less than ten feet from a perimeter line. Setbacks from other lines within the building site plan need not satisfy the zoning district requirements, provided that construction meets building and fire codes.

11. Fire Hydrants. Hydrants shall be installed as required by the city fire chief. Water pressure and flow shall be adequate to provide for fire protection to all areas of the site.
12. Access. Ingress and egress shall be approved by the planning director and city engineer. The site design shall provide for joint access easements and lot configurations which will reduce the number of ingress/egress points from existing city, county or state roads; provided, however, that adequate access for emergency services is included.
13. Pipe Utilities. All storm drainage improvements, sanitary sewer improvements, and water improvements, and associated easements, shall be approved by the city engineer and sewer plant manager and PUD. Easements and cross-easements for utilities shall be provided as necessary. Provision for utility line extension beyond the boundary of the project may be required, along with any necessary easements for maintenance, or dedications.
14. Wire Utilities. All projects shall have all power lines, telephone wires, television cables, fire alarm systems and other communication wires, cables or lines placed underground. All such underground installations or systems shall be approved by the appropriate utility company. If the appropriate utility company determines that an underground system, as required above, cannot reasonably be installed according to accepted engineering practices, this requirement may be waived upon receipt of a written notice from such utility to the planning director. Utility easements shall be provided within a proposed binding site plan and shall be approved by the appropriate utility company before final acceptance of the binding site plan, and shall be shown in their exact location on the final drawing of such plan.
15. Covenants and Restrictions. All development within a binding site plan shall be governed by covenants and restrictions, reviewed and approved by the city planning director and attorney prior to final approval. At a minimum, the covenants and restrictions shall: specify standards for construction and design; control operational standards and impacts of various uses; specify maintenance and easement of responsibilities and obligations; and provide a mechanism for enforcement of the covenants and restrictions. These covenants and restrictions shall be recorded and referenced on the face of the final binding site plan, and attached as a permanent deed restriction to each lot within the binding site area. (Ord. 1520-05 § 3, 2005; Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

**16.28.060 Application requirements.**

A. Preliminary Binding Site Plan Application Requirements. The applicant shall submit the following materials to the city, which shall comprise a complete application:

1. Completed application form provided by the city;
2. Environmental impact assessment information;
3. Payment of required fees for binding site plan application:
  - a. Environmental review: as set by the Sedro-Woolley city council,
  - b. SEPA checklist review: as most recently adopted by the city council,
  - c. EIS review: as most recently adopted by the city council.
4. Names and addresses of all owners of property located within five hundred feet of the proposed binding site plan property, and any other contiguous property owned by the applicant, exclusive of rights-of-way;
5. Twelve paper copies of the binding site plan map(s), which shall be prepared by a registered land surveyor of the state of Washington, on a map or maps eighteen inches by twenty-four inches with the following information:
  - a. The name of the binding site plan,
  - b. The names and addresses of the owners of the property, and the developer(s) of the planned development,
  - c. The existing zoning classification of the subject land and all adjacent properties, including those properties across streets,
  - d. The legal description of the boundaries of the land and actual dimensions of the tract to be divided,
  - e. A vicinity map showing the boundary of the land in relation to the section(s) in which it is located. This information shall be drawn as an insert at a convenient scale,

- f. The Date, Scale, and North Arrow. The desired scale shall be one inch equals one hundred feet, but no more than one inch equals four hundred feet, unless otherwise approved by the planning director,
- g. Existing conditions, including the location, width, and names of all existing or platted streets or other public ways or easements within or adjacent to the proposed development, and all other features such as existing buildings, utilities, watercourses, significant trees or other natural features, power lines, and section lines,
- h. Proposed finished contours, at two foot intervals, along with benchmarks of existing ground elevation, which shall be referenced to mean sea level datum,
- i. The number and dimensions of all lots including bearings of all lines,
- j. The layout of the site, or portion(s) thereof, including lot design, building "footprints," street and pedestrian circulation, location of landscape areas and islands, and private and public road right-of-way widths. Street and pedestrian layout shall identify location and width of vehicular and pedestrian ways and indicate the status of ownership and method of maintenance,
- k. All adjacent areas or lots outside of the binding site plan area which are reserved for future development and which are under the ownership of the applicant,
- l. Building setback lines, proposed loading and storage areas,
- m. Off-street parking layout and traffic circulation plan,
- n. A preliminary layout of all proposed underground utility services, including proposed easements, and the names of utility companies which will serve the site,
- o. Name of water district, and a preliminary layout of proposed water service and fire hydrants, including pipe dimensions and type and estimated fire flow, and any proposed easements,
- p. Proposed road and traffic improvements to existing or proposed city, county or state roads, including any traffic signal installation or relocation, or proposed right-of-way dedications.

- q. Open space areas, and all parcels or tracts being dedicated or reserved as parks, playgrounds, streets, alleys, easements or other public and semi-public uses, if any;
6. A floodplain development permit application, if applicable;
7. A grading, fill, preload, and erosion control plan, if applicable;
8. Letters from affected utility districts and companies indicating whether or not they are able to serve the proposed development, including any major improvements that may be required of the developer;
9. A preliminary conceptual landscape plan, identifying areas to be landscaped, general types of plant material to be used, areas to be buffered or screened with landscaping, proposed berming and contouring. These plans shall address the objectives stated under Section 16.28.050(B)(5);
10. Preliminary storm drainage plans, including location of catch basins, drain pipes (and sizes) oil/water separators, and grades of proposed roads, sidewalks, parking and loading areas, and detention or retention areas. Preliminary drainage calculations shall be included with these plans;
11. A master plan and schedule of construction and proposed phasing of improvements if applicant intends to develop site in phases.
12. Draft covenants and restrictions for the development addressing the requirements under Section 16.28.050(B)(14).

B. Final Binding Site Plan Submittal Requirements. The final binding site plan submittal shall include:

1. The original mylar drawing(s), one reproducible copy, and twelve paper copies of eighteen inch by twenty-four inch map(s) of the final binding site plan, prepared by a registered land surveyor of the state of Washington, showing the same information as required for the preliminary binding site plan under subsection (A) of this section, above, modified to include:
  - a. All changes made pursuant to the conditions of preliminary binding site plan review and approval,

- b. A complete survey map with the following information:
- i. The lines and names of all streets or other public ways, parks, playgrounds, and all easements to be dedicated for public use, or for access, or for utilities within the binding site plan,
  - ii. Formal, irrevocable offers of dedication to the public, or appropriate utility agency, of all of the above-described rights-of-way or easements, and space for appropriate acknowledgements, endorsements and certifications.
  - iii. Identification of all parcels or tracts to be reserved in the deeds for common use of property owners within the binding site plan area,
  - iv. Reference to covenants and restrictions recorded with the final binding site plan, and attached to the deeds of all lots within the development,
  - v. The lines and names of all existing or platted streets or other public ways, parks, playgrounds, and easements adjacent to the final binding site plan, including municipal boundaries, township and range lines, and section lines,
  - vi. The lengths and bearings of all straight lines, curb radii, arcs and semi-tangents of all curves,
  - vii. All dimensions along the lines of each lot, with the bearings plus any other data necessary to the location of any lot lines or corners in the field,
  - viii. Suitable primary control points, or descriptions and ties to such control point, to which all dimensions, angles, bearings and similar data given to the plat shall be referred,
  - ix. The name of all subdivisions immediately adjacent thereof,
  - x. The date, north point, and scale,
  - xi. The boundary of the tract, with courses and distances marked thereon, as determined by a field survey made by a registered land surveyor of the state of Washington,

- xii. A certificate from the county treasurer indicating that all taxes on said property included in the binding site plan or dedication have been paid,
  - xiii. A certificate from the city treasurer indicating that all assessments on the subject have been paid,
  - xiv. Signature blocks for approval by the planning director, city engineer, city building official, and the mayor, and date thereof, when the development complies with all conditions;
2. A declaration by a registered land surveyor shall be placed on the above binding site plan map and shall declare that the boundaries of the land have been surveyed and monumented and that all distances and bearings on the binding site plan are accurate, and the survey is retraceable based on the subdivision of the section(s). The minimum standard of work shall be as set forth in the most recently adopted Washington Administrative Code establishing land surveying standards;
  3. A copy of final covenants and restrictions, and descriptions of common use tracts or easements, to be attached to the deeds of all lots within the development;
  4. Final approved landscape, irrigation and maintenance plans;
  5. Final approved storm drainage and grading plans;
  6. Compliance with the requirements of the utility departments and companies as evidenced by letters of approval from same.
  7. If required improvements have not been completed, a preoccupancy condition, performance bond, cash security, or other security shall be provided as per Section 16.28.030, and such condition shall be stated on the final binding site plan map.
  8. A notarized certificate signed by the contract purchaser or owner of record stating that the decision to finalize the binding site plan is their free act and deed, and that: "A binding site plan number and date of approval shall be included in all deeds and contracts." (Ord. 1487-04 § 7 (part), 2004; Ord. 1450-03 § 2 (part), 2003)

# EXHIBIT B

## Procedural Items

# NOTICE OF PUBLIC HEARING

## CITY OF SEDRO-WOOLLEY

### Amendments to Development Regulations

The City of Sedro-Woolley Planning Commission will hold a public hearing on **June 16, 2015 at 6:30 PM**, at the Sedro-Woolley Council Chambers located at 325 Metcalf Street, to hear testimony regarding following proposed amendments to the City Development Regulations:

1. Proposed amendments to the Sedro-Woolley Municipal Code Chapter 16.28 (Binding Site Plans) will result in consistency with the Consolidated Planning Procedures, Chapter 2.90.

Interested parties can comment on the proposed changes in writing or at the hearing. **Written comments must be received by 4:30 PM June 16, 2015** to be considered at this public hearing. Send written comments to: Sedro-Woolley Planning Department, 325 Metcalf Street, Sedro-Woolley, WA 98284. Complete project files are available for review at the Planning Department between the hours of 8:00 AM to 5:00 PM, Monday through Friday.

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STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
www.commerce.wa.gov

June 3, 2015

John Coleman  
Planning Director  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, Washington 98284

Dear Mr. Coleman:

Thank you for sending the Washington State Department of Commerce (Commerce) the following materials as required under RCW 36.70A.106. Please keep this letter as documentation that you have met this procedural requirement.

**City of Sedro-Woolley - Proposed amendment to Chapters 15.44, 16.28, 17.32, 17.36, 17.40, and 17.50. Proposed changes will reflect projects reviewed under a Planned Action ordinance and provide consistency with other chapters within the SWMC. These materials were received on June 03, 2015 and processed with the material ID # 21320. Expedited Review is requested under RCW 36.70A.106(3)(b).**

If this submitted material is an adopted amendment, then please keep this letter as documentation that you have met the procedural requirement under RCW 36.70A.106.

If you have submitted this material as a draft amendment requesting expedited review, then we have forwarded a copy of this notice to other state agencies for expedited review and comment. If one or more state agencies indicate that they will be commenting, then Commerce may deny expedited review and the standard 60-day review period will end on August 02, 2015. Commerce will notify you by e-mail regarding of approval or denial of your expedited review request. If approved for expedited review, then final adoption may occur no earlier than June 17, 2015. Please remember to submit the final adopted amendment to Commerce within ten (10) days of adoption.

If you have any questions, please contact Growth Management Services at [reviewteam@commerce.wa.gov](mailto:reviewteam@commerce.wa.gov), or call Dave Andersen (509) 434-4491.

Sincerely,

Review Team  
Growth Management Services