

Next Ord: 1829-15
Next Res: 930-15

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

November 24, 2015

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar.....3-63

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 #182661 to #182751 plus EFT's in the amount of \$221,515.18
 - Payroll Checks #58744 to #58755 plus EFT's in the amount of \$202,701.44
- d. Professional Services Agreement - First Insurance Agency/WAFD Insurance Group
- e. Resolution 929-15 - Surplus of Unit 506 1998 Crane Trash Truck
- f. Award of Fuel Bid - Associated Petroleum Products (APP)
- g. Request for Approval of Grant Agreement - FY 2015-2017 Biennial Stormwater Capacity Grant Funding Agreement
- h. Proposed Purchase Order No. 2015-PO-22 - Sound Ocean Metal Fabricators Ltd.

- 4. Public Comment.....64

PUBLIC HEARING

- 5. 2016 Budget (2nd reading).....65-68
- 6. Annual Utility Rate Increases by CPI (2nd reading).....69-78
 - a. Ordinance increasing sewer rates by 1.61%
 - b. Ordinance increasing storm water rates by 1.61%
 - c. Ordinance increasing solid waste utility rates by 1.61%

7. Utility Tax on Water (2nd reading).....79-82

UNFINISHED BUSINESS

NEW BUSINESS

8. Preliminary approval of the Plat of Sauk Mountain View Estates North V – A Planned Residential Development (file #LP-2014-094) – (1st reading).....83-146

9. Veterans Monument & Letter of Support (discussion - late materials)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

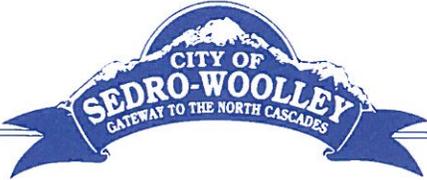
10. Report of Contracts approved under SWMC 2.104.060.....147

EXECUTIVE SESSION

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

NOV 24 2015

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 13



DATE: November 24, 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 November 24, 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.

NOV 24 2015

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
November 12, 2015 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson; Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Keith Wagoner, Hugh Galbraith and Rick Lemley Staff: Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiberger, 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 (Including November 4, 2015 Worksession)
- Finance
 - Claim Checks #182577 to #182660 in the amount of \$832,124.87.
 - Payroll Checks #58727 to #58743 plus EFT's in the amount of \$283,092.80.
- Resolution – Surplus of Unit 314 1984 Ford Hot Patch Truck
- Renewal of Interlocal Agreement with Skagit County for use of Skagit County Labor, Materials and Equipment
- Setting Public Hearing – 2016 Budget Ordinance

Councilmember Galbraith moved to approve the consent calendar A through F. Seconded by Councilmember Kornegay. Motion carried (6-0).

Public Comment

McKenzie and Jed – 10225 Warfield Road, addressed the Council regarding their new business located at 707 Metcalf St. and plans for a retail marijuana shop. McKenzie noted the business was currently within 100 feet of Hammer Heritage Square. The current code states the need of a 1000 foot boundary. She noted Council has the ability to change the boundary and requested consideration of a boundary change.

PUBLIC HEARING

Property Tax Levy Ordinances

Finance Director Nelson reviewed the sample ordinances for property tax. She also pointed out the preliminary assessed value from the County Assessor's office. Nelson stated according to the Mayor's direction, staff has created the 2016 budget with a 0% increase.

Discussion was held regarding banked capacity.

Mayor Anderson opened the public hearing at 7:10 P.M.

No comments were received.

Mayor Anderson closed the public hearing at 7:11 P.M.

Councilmember Galbraith moved to approve Ordinance 1828-15 An Ordinance of the City of Sedro-Woolley Approving the Property Tax Levy at an Increase of 0%. Seconded by Councilmember Kinzer. Motion carried (6-0).

UNFINISHED BUSINESS

Sewer (Strength) Rate Study with Katy Isaksen

City Supervisor/Attorney Berg reviewed previous discussions regarding volume based billing. He then introduced Kevin Wynn of the Waste Water Treatment Plant and Katy Isaksen of Katy Isaksen & Associates to help with the discussion on the strength rate billing.

Wynn presented water samples of varying strengths and explained the various factors that affect plant operation.

Katy Isaksen addressed the Council regarding commercial volume based sewer rates and presented a power point presentation. The presentation included strength category, combined accounts, strength based categories, alternatives and other local commercial sewer rate comparison.

Council discussion ensued to include combined use buildings, bod determination, other city standards an being competitive with neighboring cities, changes necessary to the code for ultimate high strength users, encouragement of grease interceptors and enforcement.

Staff requested direction from Council with consensus to leave as is with an emphasis on enforcement.

Tony Splane – 714 Sapp Rd. questioned if this would affect single family households.

NEW BUSINESS

2016 Budget

Finance Director Nelson reviewed the proposed ordinance summarizing the budget amounts for each fund as detailed in the Mayor's 2016 Preliminary Budget. Public copies of the line item budget are available in the Finance Department as well as on the website. Nelson noted this is a first read.

Annual Utility Rate Increases by CPI

- a. Ordinance Increasing Sewer Rates by 1.61%
- b. Ordinance Increasing Storm Water Rates by 1.61%
- c. Ordinance Increasing Solid Waste Utility Rates by 1.61%

City Supervisor/Attorney Berg reviewed the proposed utility rate increase by the amount of the Consumer Price Index (CPI). It also includes an increase to the Solid Waste roll off haul fee to \$170.00 and no increases for commercial recycling. He noted a public hearing has been scheduled for the next meeting on November 24, 2015.

Discussion was held on commercial recycling and the gap in utilities.

Utility Tax on Water

City Supervisor/Attorney Berg presented background information on the utility tax adopted by Council last year. He reported the original ordinance imposed a 6% tax but, because the PUD is not required to pay the tax on the portion of their revenues attributable from fire capacity the effective tax rate collected from PUD has been about 4.5%. In order to collect the intended 6%, the city must levy a tax of 7.5%. A public hearing is scheduled for the next meeting on November 24th.

Discussion ensued regarding cost to customer, fire capacity and the purpose of the fund.

Agreement with CGI Communications Inc. for Community Video Program

City Supervisor/Attorney Berg reviewed a proposed agreement with CGI Communications for a community video program. A review of how google searches are viewed, plans for updating the City website and how a community video program would be beneficial for the City were discussed.

Councilmember Wagoner moved to approve the agreement with CGI Communications. Seconded by Councilmember Kornegay. Motion carried (6-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Tucker – reported on a recent Ice Cream incident that resulted in one of the Officers injuring his hand. He also spoke of Facebook updates for the Police Department and the implementation of table talks with elected officials focusing on crisis management and how to talk with the media.

Fire Chief Klinger – reported on the completion of the first County Recruiting Academy. He also reported the ambulance sent for re chassis is about 50% complete.

Planning Director Coleman – reported the new Building Inspector/Plans Examiner is doing a good job. Because of the extra staffing they are able to offer a higher level of service. He also

provided an update on Northern State sub area plan announced dates of public hearings for various parts of the plan. Coleman presented a Planning Commission update as well.

Public Works Director Freiburger – reported on the consultant selection for three different projects and presented an update on projects to include Fruitdale Rd, Cascade Trail, Jameson Arterial, TIB projects and Klinger Street Bridge.

City Supervisor/Attorney Berg – reminded Council the next meeting will be on Tuesday. He also reported on the Jail ground breaking, vacancies on Planning Commission and the upcoming AWC Newly Elected Officials Conference. He reported the annual legislative conference will be held in January. Berg updated the Council on the library meeting noting it was a very productive meeting with both the Public and District Library. He also reported the iPad are forthcoming with the goal for January 1 for a paperless packet.

Finance Director Nelson – reported on the State Audit for financial only. She noted we had a two member team on site for 4 days and an exit conference will be held soon.

Councilmember Kornegay – reported on doing a ride along with the Police. She also reminded everyone of the community thanksgiving dinner and a need for contributions and volunteers. The dinner will be held from 12:30 – 3:00 at Cascade Middle School.

Councilmember Kinzer – stated she was excited with the outcome of the library meeting.

Councilmember Wagoner – announced the SWHS Cubs play on Saturday in a playoff round.

EXECUTIVE SESSION

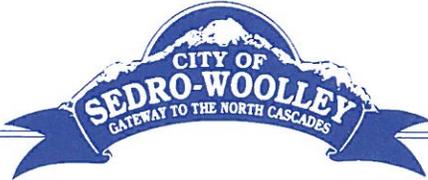
The meeting was adjourned to Executive Session for the purpose of performance of a public employee under RCW 42.30.111(g) at 8:40 P.M. with no action anticipated.

The meeting reconvened at 9:30 P.M.

The meeting adjourned with all Councilmembers in favor (6-0).

NOV 24 2015

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



DATE: November 24, 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 November 24, 2015.

Motion to approve Claim Checks #182661 to #182751 plus EFT's in the amount of \$221,515.18.

Motion to approve Payroll Checks #58744 to #58755 plus EFT's in the amount of \$202,701.44.

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

11/13/2015 To: 11/24/2015

Time: 09:42:00 Date: 11/20/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8276	11/24/2015	Claims	2	EFT	US Bank -- Purchase Cards	5,266.44	
					001 - 513 10 31 000 - Supplies	17.35	
					001 - 513 10 43 000 - Meals/Travel	15.00	
					001 - 513 10 43 000 - Meals/Travel	92.09	
					001 - 513 10 44 009 - Senior Crime Watch	158.06	
					001 - 514 23 31 000 - Supplies	15.17	
					001 - 514 23 31 000 - Supplies	39.44	
					001 - 515 30 49 001 - Tuition/Registration	100.00	
					001 - 517 90 49 003 - Employee Wellness (supplies)	40.00	
					001 - 518 80 31 000 - Office/Operating Supplies	6.49	
					001 - 521 20 26 000 - Uniforms/Accessories	64.99	
					001 - 521 20 26 000 - Uniforms/Accessories	42.82	
					001 - 521 20 31 010 - Printing/Publications	14.98	
					001 - 521 20 31 010 - Printing/Publications	14.98	
					001 - 521 20 32 000 - Auto Fuel	24.23	
					001 - 521 30 31 010 - Public Education Supplies	307.13	
					001 - 522 20 35 000 - Small Tools & Minor Equip	508.87	
					001 - 522 20 35 011 - EMS Minor Equipment	149.27	
					001 - 522 20 35 011 - EMS Minor Equipment	6.30	
					001 - 522 20 35 011 - EMS Minor Equipment	22.62	
					001 - 522 45 43 000 - Travel & Meals	36.97	
					001 - 522 45 43 000 - Travel & Meals	30.22	
					001 - 524 20 31 000 - Off/Oper Supps & Books	36.97	
					001 - 524 20 31 000 - Off/Oper Supps & Books	85.72	
					001 - 524 20 43 000 - Travel/Meals	5.90	
					001 - 524 20 43 000 - Travel/Meals	66.10	
					425 - 531 50 41 002 - Contracted Services	150.00	
					412 - 537 80 31 000 - Operating Supplies	863.63	
					001 - 558 60 43 000 - Travel	5.90	
					001 - 558 60 43 000 - Travel	66.10	
					105 - 572 20 31 010 - Supplies	58.57	
					105 - 572 20 31 010 - Supplies	100.30	
					105 - 572 20 42 010 - Postage	98.00	
					105 - 572 20 43 000 - Travel	28.00	
					105 - 572 20 43 000 - Travel	14.00	
					105 - 572 20 43 000 - Travel	30.00	
					105 - 572 20 49 010 - Tuition/registration	30.00	
					105 - 572 20 49 010 - Tuition/registration	100.00	
					105 - 572 20 49 010 - Tuition/registration	39.00	
					105 - 572 20 49 010 - Tuition/registration	13.00	
					001 - 594 18 64 001 - Network Hardware	75.94	
					001 - 594 18 64 001 - Network Hardware	433.98	
					001 - 594 18 64 001 - Network Hardware	-43.39	
					001 - 594 21 64 000 - Machinery & Equipment	216.46	
					001 - 594 21 64 000 - Machinery & Equipment	217.54	
					001 - 594 21 64 000 - Machinery & Equipment	190.21	
					001 - 594 21 64 001 - SWPD Repeater Tower	100.00	
					109 - 594 21 64 109 - Equipment	56.67	
					109 - 594 21 64 109 - Equipment	314.87	
					105 - 594 72 64 000 - Books & Materials	68.87	
					001 - 595 10 43 000 - Travel	5.90	
					001 - 595 10 43 000 - Travel	66.10	
					001 - 595 10 43 000 - Travel	10.51	
					001 - 595 10 49 011 - Safety Meetings	15.17	
					001 - 595 10 49 011 - Safety Meetings	39.44	
8277	11/24/2015	Claims	2	EFT	WA State Dept Of Revenue	11,693.87	
					001 - 522 20 48 000 - Repairs/Maint-Equip	39.28	
					401 - 535 50 48 000 - Maintenance Contracts	146.63	
					401 - 535 80 44 010 - Taxes & Assessments	5,424.30	
					102 - 536 20 44 010 - Taxes And Assessments	118.15	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 80 44 001		Taxes & Assessments	5,791.14	
			105 - 572 20 44 010		Taxes & Assessments	9.79	
			101 - 576 80 44 010		Taxes And Assessments	96.75	
			501 - 594 21 64 501		Vehicles - Police	55.92	
			105 - 594 72 64 000		Books & Materials	11.91	
8278	11/24/2015	Claims	2	182661	5 Star Services Inc		9,960.30
			101 - 594 76 31 000		Buildings & Structures	9,960.30	
8279	11/24/2015	Claims	2	182662	A WorkSAFE Service, Inc.		104.00
			001 - 522 20 41 010		Prof Service-Medical Exams	52.00	
			001 - 524 20 41 000		Professional Services	52.00	
8280	11/24/2015	Claims	2	182663	Advanced Towing		75.00
			001 - 521 20 48 010		Repair & Maint - Auto	75.00	
8281	11/24/2015	Claims	2	182664	Aramark Uniform Services		29.88
			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	
8282	11/24/2015	Claims	2	182665	Assoc Petroleum Products		4,822.13
			001 - 518 20 32 000		Auto Fuel	166.11	
			001 - 521 20 32 000		Auto Fuel	1,230.31	
			001 - 522 20 32 000		Auto Fuel/Diesel	529.09	
			001 - 523 20 32 000		Auto Fuel	30.29	
			401 - 535 80 32 000		Auto Fuel/Diesel	68.22	
			412 - 537 80 32 000		Auto Fuel/Diesel	37.12	
			412 - 537 80 32 000		Auto Fuel/Diesel	1,013.42	
			412 - 537 80 32 000		Auto Fuel/Diesel	1,008.92	
			103 - 542 30 32 000		Auto Fuel/Diesel	101.26	
			103 - 542 30 32 000		Auto Fuel/Diesel	255.11	
			103 - 542 30 32 000		Auto Fuel/Diesel	75.27	
			103 - 542 30 32 000		Auto Fuel/Diesel	52.65	
			101 - 576 80 32 000		Auto Fuel/Diesel	216.14	
			101 - 576 80 32 000		Auto Fuel/Diesel	38.22	
8283	11/24/2015	Claims	2	182666	Association Of WA Cities		3,091.98
			001 - 521 20 27 000		Retired Medical	3,091.98	
8284	11/24/2015	Claims	2	182667	Berg Vault Company		380.29
			425 - 531 50 31 000		Operating Supplies	380.29	
8285	11/24/2015	Claims	2	182668	Bioscience Inc		1,150.00
			401 - 535 50 48 010		Maintenance Of Lines	1,150.00	
8286	11/24/2015	Claims	2	182669	Birch Equipment Co Inc		323.33
			103 - 542 30 48 000		Repair/Maint-Streets	323.33	
8287	11/24/2015	Claims	2	182670	Blumenthal Uniform & Equip		345.91
			001 - 521 20 26 000		Uniforms/Accessories	49.85	
			001 - 521 20 26 000		Uniforms/Accessories	143.89	
			001 - 521 20 26 000		Uniforms/Accessories	50.99	
			001 - 521 20 26 000		Uniforms/Accessories	101.18	
8288	11/24/2015	Claims	2	182671	Board For Volun Reserve Officers		56.00
			001 - 521 20 12 000		Reserves/Extra Help	56.00	
8289	11/24/2015	Claims	2	182672	Bonner Electrical Contracting LLC		873.12
			001 - 522 50 48 020		Repair/Maint-Garage	543.28	
			101 - 594 76 31 000		Buildings & Structures	329.84	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8290	11/24/2015	Claims	2	182673	Boulder Park Inc	3,781.15	
					401 - 535 80 35 020 - Solids Handling	3,781.15	
8291	11/24/2015	Claims	2	182674	Brat Wear	435.63	
					001 - 521 20 26 000 - Uniforms/Accessories	435.63	
8292	11/24/2015	Claims	2	182675	Cascade Natural Gas Corp	706.95	
					001 - 521 20 47 000 - Public Utilities	11.45	
					001 - 522 50 47 000 - Public Utilities	38.43	
					401 - 535 80 47 000 - Public Utilities	26.26	
					103 - 542 63 47 000 - Public Utilities	10.60	
					101 - 576 80 47 052 - Bingham Caretaker	35.05	
					101 - 576 80 47 070 - City Hall	585.16	
8293	11/24/2015	Claims	2	182676	Code Publishing Inc	1,182.20	
					001 - 511 30 34 000 - Code Book	1,031.28	
					001 - 511 30 34 000 - Code Book	150.92	
8294	11/24/2015	Claims	2	182677	Community Action Of Sk County	345.00	
					001 - 562 00 51 030 - Skagit Comm Action Agency	345.00	
8295	11/24/2015	Claims	2	182678	Concrete Nor'west Inc	208.08	
					101 - 576 80 48 013 - Metcalf Park	208.08	
8296	11/24/2015	Claims	2	182679	Crystal Springs	21.18	
					401 - 535 80 31 010 - Operating Supplies	21.18	
8297	11/24/2015	Claims	2	182680	Databar	2,338.91	
					425 - 531 50 42 010 - Postage	93.56	
					401 - 535 80 42 015 - Postage	1,520.29	
					412 - 537 80 42 010 - Postage	725.06	
8298	11/24/2015	Claims	2	182681	Dwayne Lane's North Cascade Ford	2,739.32	
					001 - 521 20 48 010 - Repair & Maint - Auto	189.82	
					001 - 521 20 48 010 - Repair & Maint - Auto	529.21	
					001 - 521 20 48 010 - Repair & Maint - Auto	1,094.65	
					001 - 521 20 48 010 - Repair & Maint - Auto	846.45	
					001 - 522 20 48 000 - Repairs/Maint-Equip	79.19	
8299	11/24/2015	Claims	2	182682	Dykstra Farms LLC	330.00	
					412 - 537 60 47 020 - Site Yard Waste Disposal	330.00	
8300	11/24/2015	Claims	2	182683	E & E Lumber	399.51	
					412 - 537 80 31 000 - Operating Supplies	38.65	
					412 - 537 80 31 000 - Operating Supplies	76.29	
					103 - 542 30 31 000 - Operating Supplies	36.07	
					103 - 542 30 31 000 - Operating Supplies	38.63	
					101 - 576 80 31 006 - Operating Sup - City Hall	35.64	
					101 - 576 80 48 001 - Riverfront	49.91	
					101 - 576 80 48 013 - Metcalf Park	12.52	
					101 - 576 80 48 013 - Metcalf Park	33.58	
					101 - 576 80 48 016 - City Hall	17.67	
					101 - 576 80 48 016 - City Hall	36.69	
					001 - 595 10 31 000 - Supplies	23.86	
8301	11/24/2015	Claims	2	182684	Edge Analytical Inc	129.00	
					401 - 535 80 41 000 - Professional Services	129.00	
8302	11/24/2015	Claims	2	182685	Enterprise Office Systems	59.35	
					001 - 512 50 31 000 - Supplies	59.35	
8303	11/24/2015	Claims	2	182686	Fastenal Company	395.53	

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			412 - 537 80 31 000		- Operating Supplies	278.61	
			103 - 542 30 31 000		- Operating Supplies	116.92	
8304	11/24/2015	Claims	2	182687	Federal Certified Hearing	20.00	
			001 - 522 20 41 010		- Prof Service-Medical Exams	20.00	
8305	11/24/2015	Claims	2	182688	Frontier	947.34	
			001 - 512 50 42 020		- Telephone	44.40	
			001 - 513 10 42 020		- Telephone	66.60	
			001 - 514 23 42 020		- Telephone	66.60	
			001 - 515 30 42 001		- Telephone	29.60	
			001 - 518 80 42 020		- Telephone	22.20	
			001 - 521 20 42 020		- Telephone	222.35	
			001 - 522 20 42 020		- Telephone	81.40	
			001 - 522 20 42 020		- Telephone	114.09	
			001 - 524 20 42 020		- Telephone	22.20	
			401 - 535 80 42 020		- Telephone	59.20	
			412 - 537 80 42 020		- Telephone	29.60	
			103 - 542 30 42 020		- Telephone	7.40	
			001 - 558 60 42 020		- Telephone	22.20	
			105 - 572 20 42 020		- Telephone	37.00	
			101 - 576 80 42 020		- Telephone	14.80	
			101 - 576 80 47 010		- Community Center	55.90	
			001 - 595 10 42 020		- Telephone	51.80	
8306	11/24/2015	Claims	2	182689	Great America Financial Svcs	125.69	
			105 - 572 20 48 020		- Repair/Maintenance-Equip	125.69	
8307	11/24/2015	Claims	2	182690	Hach Company	1,064.39	
			401 - 594 35 64 401		- Machinery & Equip	1,064.39	
8308	11/24/2015	Claims	2	182691	Patrick Hayden	2,500.00	
			001 - 515 30 41 001		- Prosecuting Attorney	2,500.00	
8309	11/24/2015	Claims	2	182692	Honey Bucket	75.00	
			101 - 576 80 47 090		- Portable Toilets	75.00	
8310	11/24/2015	Claims	2	182693	Humane Society Of Skagit	264.00	
			001 - 521 20 41 021		- Humane Society	264.00	
8311	11/24/2015	Claims	2	182694	Industrial Accessories Co.	5,583.59	
			401 - 535 50 48 050		- Maint Of General Equip	5,583.59	
8312	11/24/2015	Claims	2	182695	Ingram Library Services	407.07	
			105 - 594 72 64 000		- Books & Materials	36.90	
			105 - 594 72 64 000		- Books & Materials	18.48	
			105 - 594 72 64 000		- Books & Materials	40.33	
			105 - 594 72 64 000		- Books & Materials	311.36	
8313	11/24/2015	Claims	2	182696	Suzanne Jenkins	20.00	
			304 - 317 60 00 000		- TBD Vehicle Fees	-20.00	
8314	11/24/2015	Claims	2	182697	Rhonda Lasley	11.50	
			001 - 521 40 43 000		- Travel	11.50	
8315	11/24/2015	Claims	2	182698	Law Office of Scott G. Thomas	1,265.00	
			001 - 558 60 41 000		- Professional Services	1,265.00	
8316	11/24/2015	Claims	2	182699	Leadsonline	1,428.00	
			001 - 521 20 41 001		- Professional Services	1,428.00	
8317	11/24/2015	Claims	2	182700	Lochner	3,913.42	
			104 - 595 10 63 040		- Eng-SR9 Jameson	3,245.24	
			104 - 595 10 63 040		- Eng-SR9 Jameson	668.18	
8318	11/24/2015	Claims	2	182701	Loggers And Contractors	309.74	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 30 31 000		- Operating Supplies	309.74	
8319	11/24/2015	Claims	2	182702	Martin Marietta Materials	1,038.98	
			103 - 542 30 48 000		- Repair/Maint-Streets	1,038.98	
8320	11/24/2015	Claims	2	182703	William R McCann	3,500.00	
			001 - 515 93 41 000		- Indigent Defender	3,500.00	
8321	11/24/2015	Claims	2	182704	McLoughlin & Eardley Corp	5,783.92	
			501 - 594 21 64 501		- Vehicles - Police	5,783.92	
8322	11/24/2015	Claims	2	182705	Motor Trucks Inc	1,185.41	
			412 - 537 50 48 000		- Repairs/maint-equip	584.01	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	601.40	
8323	11/24/2015	Claims	2	182706	North Central Laboratories	256.07	
			401 - 535 80 31 010		- Operating Supplies	152.49	
			401 - 535 80 31 010		- Operating Supplies	103.58	
8324	11/24/2015	Claims	2	182707	North Hill Resources Inc	600.00	
			412 - 537 60 47 020		- Site Yard Waste Disposal	600.00	
8325	11/24/2015	Claims	2	182708	Northwest Recycling, Inc.	300.00	
			412 - 537 60 47 010		- Curbside Recycling Disposal	300.00	
8326	11/24/2015	Claims	2	182709	Office Depot	179.92	
			001 - 524 20 31 000		- Off/Oper Supps & Books	38.64	
			425 - 531 50 31 000		- Operating Supplies	32.00	
			001 - 558 60 31 000		- Supplies/Books	38.64	
			001 - 595 10 31 000		- Supplies	32.00	
			001 - 595 10 31 000		- Supplies	38.64	
8327	11/24/2015	Claims	2	182710	Oliver-Hammer Clothes	426.32	
			103 - 542 30 35 010		- Safety Equipment	181.15	
			103 - 542 30 35 010		- Safety Equipment	108.48	
			101 - 576 80 35 010		- Safety Equipment	136.69	
8328	11/24/2015	Claims	2	182711	PeaceHealth United General	9.86	
			001 - 521 20 27 000		- Retired Medical	9.86	
8329	11/24/2015	Claims	2	182712	Protech Automotive	743.44	
			401 - 535 50 48 040		- Maintenance Of Vehicles	743.44	
8330	11/24/2015	Claims	2	182713	Public Utility Dis No1	1,923.28	
			001 - 521 20 47 000		- Public Utilities	23.35	
			001 - 522 50 47 000		- Public Utilities	217.39	
			401 - 535 80 47 000		- Public Utilities	245.08	
			102 - 536 20 47 000		- Public Utilities	38.68	
			412 - 537 80 47 000		- Public Utilities	53.45	
			103 - 542 63 47 000		- Public Utilities	49.62	
			105 - 572 20 47 000		- Public Utilities	103.86	
			101 - 576 80 47 000		- Riverfront	268.52	
			101 - 576 80 47 010		- Community Center	65.87	
			101 - 576 80 47 020		- Senior Center	298.95	
			101 - 576 80 47 040		- Train	23.35	
			101 - 576 80 47 050		- Hammer Square	122.45	
			101 - 576 80 47 051		- Bingham / Memorial	122.45	
			101 - 576 80 47 053		- Other Utilities	61.12	
			101 - 576 80 47 070		- City Hall	229.14	
8331	11/24/2015	Claims	2	182714	Puget Sound Energy	1,233.25	
			103 - 542 63 47 000		- Public Utilities	1,233.25	
8332	11/24/2015	Claims	2	182715	Quilters Newlsetter	43.99	
			105 - 594 72 64 000		- Books & Materials	43.99	

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8333	11/24/2015	Claims	2	182716	Reflective Apparel Factory Inc	351.95	
					412 - 537 80 31 000 - Operating Supplies	351.95	
8334	11/24/2015	Claims	2	182717	SCADA & Controls Engineering Inc	870.00	
					401 - 535 80 41 000 - Professional Services	870.00	
8335	11/24/2015	Claims	2	182718	Sedro-Woolley Auto Parts	308.41	
					412 - 537 80 31 000 - Operating Supplies	75.07	
					412 - 537 80 31 000 - Operating Supplies	220.78	
					103 - 542 30 31 000 - Operating Supplies	12.56	
8336	11/24/2015	Claims	2	182719	Sedro-Woolley Glass	182.28	
					001 - 513 10 31 000 - Supplies	182.28	
8337	11/24/2015	Claims	2	182720	Shred It	109.08	
					001 - 512 50 31 000 - Supplies	22.39	
					001 - 514 23 31 000 - Supplies	22.39	
					001 - 521 20 31 002 - Office/Operating Supplies	44.78	
					001 - 524 20 31 000 - Off/Oper Supps & Books	6.51	
					001 - 558 60 31 000 - Supplies/Books	6.51	
					001 - 595 10 31 000 - Supplies	6.50	
8338	11/24/2015	Claims	2	182721	Sjostrom Law Office	3,824.90	
					425 - 531 50 31 000 - Operating Supplies	152.99	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	2,486.19	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	1,185.72	
8339	11/24/2015	Claims	2	182722	Skagit CD	1,606.40	
					425 - 531 50 41 002 - Contracted Services	1,606.40	
8340	11/24/2015	Claims	2	182723	Skagit Co Public Works	43,509.94	
					412 - 537 60 47 000 - Solid Waste Disposal	43,509.94	
8341	11/24/2015	Claims	2	182724	Skagit Co. Dept of Public Health	707.47	
					001 - 566 00 51 000 - Sk Cty Substance Abuse	707.47	
8342	11/24/2015	Claims	2	182725	Skagit County Auditor	594.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	297.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	297.00	
8343	11/24/2015	Claims	2	182726	Skagit County GIS	300.63	
					001 - 558 60 41 000 - Professional Services	150.31	
					001 - 595 10 41 000 - Professional Services	150.32	
8344	11/24/2015	Claims	2	182727	Skagit Farmers Supply	68.85	
					101 - 576 80 48 015 - Library	68.85	
8345	11/24/2015	Claims	2	182728	Skagit Hydraulics Inc	2,161.65	
					412 - 537 50 48 000 - Repairs/maint-equip	2,161.65	
8346	11/24/2015	Claims	2	182729	Skagit Law Group, PLLC	527.50	
					425 - 531 50 31 000 - Operating Supplies	10.00	
					425 - 531 50 31 000 - Operating Supplies	9.20	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	162.50	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	149.50	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	77.50	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	71.30	
					109 - 594 21 62 000 - Seizure - Real Property	47.50	
8347	11/24/2015	Claims	2	182730	Skagit Publishing	1,188.74	
					001 - 511 60 31 001 - Legal Publications	94.95	
					001 - 511 60 31 001 - Legal Publications	94.95	

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			001 - 511 60 31 001		- Legal Publications	84.40	
			001 - 511 60 31 001		- Legal Publications	89.68	
			001 - 521 10 41 000		- Professional Services	191.76	
			401 - 535 80 41 030		- Legal Publications	147.70	
			104 - 595 10 63 070		- Eng SR20 Cascade Trail Phas	485.30	
8348	11/24/2015	Claims	2	182731	Skagit Regional Clinics		85.00
			101 - 576 80 49 020		- Misc-Dues/CDL/Background	85.00	
8349	11/24/2015	Claims	2	182732	Skagit River Steel		1,103.70
			412 - 537 80 34 000		- Containers - Garbage	408.43	
			412 - 537 80 34 000		- Containers - Garbage	695.27	
8350	11/24/2015	Claims	2	182733	Skagit Soils		1,959.96
			412 - 537 60 47 020		- Site Yard Waste Disposal	1,959.96	
8351	11/24/2015	Claims	2	182734	Smith & Loveless, Inc.		61,071.40
			401 - 594 35 64 401		- Machinery & Equip	61,071.40	
8352	11/24/2015	Claims	2	182735	Solid Waste Systems Inc		1,077.64
			412 - 537 50 48 000		- Repairs/maint-equip	1,077.64	
8353	11/24/2015	Claims	2	182736	Heather Sorsdal-Hirota		11.50
			001 - 521 40 43 000		- Travel	11.50	
8354	11/24/2015	Claims	2	182737	Staples Business Advantage		546.71
			001 - 521 20 31 002		- Office/Operating Supplies	27.37	
			001 - 521 20 31 002		- Office/Operating Supplies	20.04	
			001 - 521 20 31 002		- Office/Operating Supplies	87.38	
			001 - 521 20 31 002		- Office/Operating Supplies	43.45	
			001 - 521 20 31 002		- Office/Operating Supplies	177.01	
			001 - 521 20 31 002		- Office/Operating Supplies	-21.83	
			001 - 521 20 31 002		- Office/Operating Supplies	84.95	
			001 - 521 20 31 002		- Office/Operating Supplies	17.27	
			001 - 594 21 64 000		- Machinery & Equipment	55.97	
			001 - 594 21 64 000		- Machinery & Equipment	55.10	
8355	11/24/2015	Claims	2	182738	State Auditor's Office		2,200.60
			001 - 514 23 41 000		- State Auditing	2,200.60	
8356	11/24/2015	Claims	2	182739	Stiles Law Inc., PS		2,950.00
			001 - 512 50 41 010		- Municipal Court Judge	2,950.00	
8357	11/24/2015	Claims	2	182740	Payment Center Thomson Reuters -- West		257.09
			001 - 515 30 41 002		- Westlaw Services	257.09	
8358	11/24/2015	Claims	2	182741	True Value		429.15
			001 - 521 20 31 002		- Office/Operating Supplies	13.00	
			001 - 521 20 31 002		- Office/Operating Supplies	20.47	
			001 - 522 20 31 000		- Operating Supplies	9.31	
			401 - 535 80 31 010		- Operating Supplies	19.52	
			412 - 537 80 31 000		- Operating Supplies	12.78	
			412 - 537 80 31 000		- Operating Supplies	11.91	
			103 - 542 30 31 000		- Operating Supplies	29.25	
			101 - 576 80 48 005		- Senior Center	52.05	
			101 - 576 80 48 009		- Hammer Square	124.73	
			101 - 576 80 48 016		- City Hall	62.37	
			101 - 576 80 48 016		- City Hall	73.76	
8359	11/24/2015	Claims	2	182742	USA Blue Book		237.11
			401 - 535 50 48 010		- Maintenance Of Lines	237.11	
8360	11/24/2015	Claims	2	182743	Util Underground Loc Ctr		87.78
			401 - 535 80 31 010		- Operating Supplies	87.78	

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8361	11/24/2015	Claims	2	182744	WA St Dept Of Natural Res	17.40	
					425 - 531 50 44 000 - Taxes & Assessments	17.40	
8362	11/24/2015	Claims	2	182745	WA St Dept Of Prof Licen	108.00	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	54.00	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	54.00	
8363	11/24/2015	Claims	2	182746	WA State Dept Of Ecology	150.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	30.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	30.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	30.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	30.00	
					401 - 535 80 49 010 - Misc-Dues/Subscriptions	30.00	
8364	11/24/2015	Claims	2	182747	Angela Wagenaar	11.50	
					001 - 521 40 43 000 - Travel	11.50	
8365	11/24/2015	Claims	2	182748	Washington State Patrol	100.50	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	88.50	
					001 - 524 20 41 000 - Professional Services	12.00	
8366	11/24/2015	Claims	2	182749	Waste Management Of Skgt	6,342.40	
					412 - 537 60 47 010 - Curbside Recycling Disposal	3,343.00	
					412 - 537 60 47 010 - Curbside Recycling Disposal	2,482.00	
					412 - 537 60 47 011 - Site Recycling Disposal	198.00	
					412 - 537 60 47 011 - Site Recycling Disposal	319.40	
8367	11/24/2015	Claims	2	182750	Katherine Wilson	11.50	
					001 - 521 40 43 000 - Travel	11.50	
8368	11/24/2015	Claims	2	182751	Wood's Logging Supply Inc	41.20	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	-314.60	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	314.60	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	41.20	

001 Current Expense Fund	32,573.86	
101 Parks & Facilities Fund	13,596.55	
102 Cemetery Fund	156.83	
103 Street Fund	4,636.31	
104 Arterial Street Fund	4,398.72	
105 Library Fund	1,319.05	
109 Special Investigation Fund	419.04	
304 Transportation Benefit District Fd	20.00	
401 Sewer Fund	85,913.94	
412 Solid Waste Fund	70,189.20	
425 Stormwater	2,451.84	
501 Equipment Replacement Fund	5,839.84	
	221,515.18	Claims: 221,515.18
* Transaction Has Mixed Revenue And Expense Accounts	221,515.18	

NOV 24 2015

CITY OF Sedro-Woolley
PROFESSIONAL SERVICES AGREEMENT
Insurance Broker

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

THIS AGREEMENT made and entered into on this 1st day of December, 2015, by and between the **CITY OF Sedro-Woolley**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and First Insurance Agency, Inc./WAFD Insurance Group, hereinafter referred to as the "Contractor."

Contractor Business: First Insurance Agency/WAFD Insurance Group

Contractor Address: P.O. Box 68, Mount Vernon, WA 98273

Contractor Phone: (360) 424-4559

Contractor Fax: (360) 424-7681

Contact Name Glenn Ash

Contractor e-mail: glenna@wafdinsurance.com

Federal Employee ID No.: 91-0827259

Authorized City Representative for this contract:

WHEREAS, the City desires to engage the Contractor to provide Risk Management, Claim, and Insurance Brokerage Services for the City of Sedro-Woolley; and

WHEREAS, Contractor represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner; and

WHEREAS, Sedro-Woolley does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Contractor to provide the necessary services; and

WHEREAS, Contractor represents that it is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish the services to Sedro-Woolley; and

WHEREAS, funds for this purpose are authorized through Sedro-Woolley's budget appropriation;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Contractor.** The City hereby agrees to engage the Contractor, and the Contractor hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A – Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Contractor shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Contractor's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of the Agreement, then the Contractor expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Contractor.

2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Sedro-Woolley, belong to the City of Sedro-Woolley. Contractor retains any intellectual property rights in documents and intangible property

created by Contractor prior to engagement, or not created by Contractor for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by November 30, 2015.

4. **Compensation.**

A. The Contractor shall be paid by the City for Work and services which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Contractor shall be paid such amounts and in such manner as described in Exhibit B.

C. Contractor may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Contractor incurring the expense.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Three Thousand Five Hundred Dollars (\$3,500.00).

5. **Method of Payment.**

A. To obtain payment, the Contractor shall (a) file its request for payment; (b) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (c) comply with all applicable provisions of this Agreement.

B. All requests for payment should be sent to:

City of Sedro-Woolley

Attn: Eron Berg-City Supervisor

325 Metcalf Street

Sedro-Woolley, WA 98284

6. **Submission of Reports and Other Documents.** The Contractor shall submit all reports and other documents specified in Exhibit A. Contractor is specifically required to submit all information required in this Agreement not later than February 15 of each year. Said information shall be subject to review by the City, and if found to be unacceptable, Contractor shall correct and deliver to the City any deficient Work at Contractor's expense with all practical dispatch. Contractor shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Contractor ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Contractor (whether by fax, mail, delivery or other method reasonably calculated to be received by Contractor in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Contractor shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor shall be paid in full. The Notice shall be sent by the United States Mail to Contractor's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide Contractor actual notice in a timely manner, such as fax. The City does not by this section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement.

8. Changes. The City may, from time to time, unilaterally change the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by the authorized City representative for this contract, (b) be explicitly identified as a Change Order and (c) become a part of this Agreement.

9. Subletting/Assignment of Contracts. Contractor shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. Indemnification. Except as otherwise provided in this paragraph, the Contractor hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Contractor (or its employees, agents, representatives subcontractors/subconsultants) relating to this Agreement. The Contractor shall not indemnify the City for Claims caused solely by the negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) the bodily injury or damage to property for which the Contractor is to indemnify the City is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City, then the Contractor's duty to indemnify shall be valid and enforceable only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Contractor specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Contractor recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Contractor employs or engages subconsultants or subcontractors, then Contractor shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

11. Insurance.

A. Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M.Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Contractor shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$4,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$2,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Contractor providing

Professional Errors and Omissions Insurance, this paragraph may be stricken and initialed by both parties.

B. The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement.

C. Upon written request to the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Contractor performing any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Sedro-Woolley, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.

E. If the policy listed in paragraph 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This paragraph shall not apply if paragraph 11.A.4. above is stricken.)

F. Contractor certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington which requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Contractor, such types of insurance in the name of the Contractor, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the City for such cost.

12. **Independent Contractor.**

A. It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, and since the Contractor is an independent contractor, Contractor shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workers' Compensation), and that the Contractor agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made to the City, because of these obligations.

B. Any and all employees of the Contractor, while engaged in the performance of any Work, shall be considered employees of only the Contractor and not employees of the City. The Contractor shall be solely liable for any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees or Contractor, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the Work.

C. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as

applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

D. Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the Work and Contractor shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. **Employment.** The Contractor warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for the City's examination all of the Contractor's records and documents with respect to all matters covered by this Agreement and, furthermore, the Contractor will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement..

15. **State of Washington Requirement.** Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

16. **Compliance with Federal, State and Local Laws.** Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

17. **Waiver.** Any waiver by the Contractor or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

18. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

19. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Contractor.

20. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

21. **Notices.**

A. Notices to the City of Sedro-Woolley shall be sent to the following address:

City of Sedro-Woolley
Attn: Eron Berg, City Supervisor, 325 Metcalf Street
Sedro-Woolley, WA 98284

B. Notices to the Contractor shall be sent to the following address:

WAFD Insurance Group
Attn: Glenn Ash
P.O. Box 68 / 1503 Riverside Dr.
Mount Vernon, WA 98273

22. **Venue.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Skagit County.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first above written

	<i>CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.</i>
CITY OF Sedro-Woolley WASHINGTON	<i>Corporation</i>
By: _____ Mike Anderson, Mayor	WAFD Insurance Group By: <u></u>
Date: _____	Typed/Printed Name: Duane Henson Its <u>President</u>
	Date: <u>11-13-15</u>
ATTEST:	
_____ Patsy K. Nelson, Finance Director Date: _____	
APPROVED AS TO FORM:	
_____ Eron Berg, City Attorney Date: _____	

EXHIBIT A
SCOPE OF WORK

Exhibit A
Scope of Work

Assist the City with a quality Risk Management & Loss Control Program

- Advise the City on Risk Management and Loss Control issues as they arise. Work with the insurance pool personnel on Risk Management issues which need carrier input.
- Serve as a coordinator between insurance carrier, risk managers and the City.

Market the City's Insurance needs

- Assist with completion of documents necessary for the procuring of the City's insurance coverage.
- Solicit quotes from insurance carriers, which could include conventional insurance companies and risk sharing groups.
- Review available quotes and coverage's, and advise the City on the options available along with the options for short and long term implications.
- Analyze various options for insuring deductibles, self-insured retentions, and "no-insurance".
- Continually advise the City as to the state of the insurance market place or risk sharing groups and recommend insurance programs on at least an annual basis.
- Maintain all schedules and values for the City's properties along with assisting the City with establishing values for each. The schedules shall include Real and Personal Property, Vehicles, Mobile Equipment, and other Inland Marine Schedules as needed.

Assist the City with Claims Handling

- Submit completed claim reporting form for each claim to the risk management administration.
- On all first party claims, assist with negotiations on behalf of the City with the adjuster assigned by the insurance carrier. Advise the City as to best possible settlement the City should expect to receive from the insurance carrier. Negotiate based on the plan of settlement agreed to by the City.
- If any claim generates any need for a claims review committee the Broker shall, at the City's request, serve on such a committee as an advisor to the City.
- In the event of third party claims, Broker will, at the City's request, advise the City from an insurance point of view and serve as a coordinator with claims adjusters, attorneys, and insurance carrier claims representatives.

Miscellaneous Services

- Obtain Certificates of Insurance.
- Review contracts and lease agreements regarding insurance requirements.
- Review all coverage forms and advise the City on coverage interpretations.
- Review any building plans for new or remodel construction and advise the City of changes needed to bring about the best possible insurance rate while also minimizing potential loss.
- Advise the City in coverage determinations.
- Perform any additional reasonable, related services and/or duties as may be needed during the term of this contract.

EXHIBIT B
COMPENSATION

Exhibit B

Compensation:

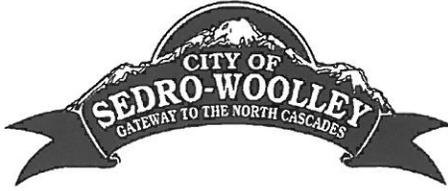
The City shall pay the Contractor a fixed sum of Three thousand, Five Hundred Dollars a year (\$3,500.00).

EXHIBIT C
REIMBURSABLE EXPENSES

Exhibit C

Eligible Expenses:

No reimbursable expenses are allowed.



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 24 2015

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible Surplus of Unit 506 1998 Crane Trash Truck**
DATE: November 18, 2015 (for Council review may November 24, 2015)

ISSUE

Shall City Council authorize Mayor Anderson to declare as surplus Unit 506 1998 Crane Front Loader Trash Truck as noted on the attached Resolution _____ -15 and offer the item for sale to the highest bidder?

BACKGROUND/RECOMMENDATION:

As per the Equipment Repair and Replacement program, Unit 506 was replaced in 2012 with the newly purchased Unit 516. Unit 506 has been maintained as a backup unit since. With the recent acquisition of 519 to replace 509, we have retained 509 as spare. Unit 506 is thus no longer needed and ready to surplus.

MOTION

Authorize Mayor Anderson to declare as surplus Unit 506 1998 Crane Front Loader Trash Truck as noted on the attached Resolution _____ -15 and offer the item for sale to the highest bidder.

RESOLUTION NO. ___-15

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION

WHEREAS, the City has purchased the property and/or equipment identified herein; and

WHEREAS, the property and/or equipment identified is surplus to the needs of the City; now, therefore,

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

Section 1. The City Council does hereby declare the following to be surplus:

SOLID WASTE DEPARTMENT:

Equipment:

Item	Serial #	Description	Prop #
1998 Crane Front Load Trash Truck	WFL38YD98006FESB	Crane Truck with Wilke Front Loader	506

Section 2. The Mayor is directed to sell or trade-in the surplus property for additional property or for the best available price in any manner he determines to be in the best interest of the City and execute any necessary paperwork to effectuate the transfer. For surplus property with little or no value, the Mayor is authorized to recycle or dispose of the property in an environmentally responsible manner with the least cost to the City.

PASSED by majority vote of the members of the Sedro-Woolley City Council this ___ day of November 24, 2015.

Mike Anderson, Mayor

Attest:

Christine Salseina, Deputy Clerk

Approved as to form:

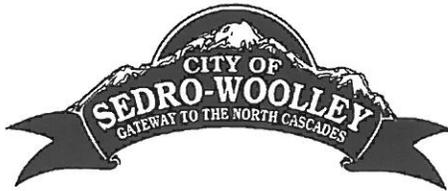
Eron Berg, City Attorney



TO: Mark Freiberger, DIRECTOR OF PUBLIC WORKS
FROM: Leo Jacobs, Solid Waste & Fleet Manager
DATE: November 18, 2015
RE: SURPLUS

Mark,
The following can be surplus, next chance we get.

UNIT # 506
YEAR # 1998
MAKE CRANE
MODEL FRONT LOAD / WITKE
CHASSIS VIN # ICYCCB486WTO43330
BODY VIN # WFL38YD98006FESB



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 24 2015

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 34

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: **Award of Fuel Bid to Associated Petroleum products of Anacortes, WA**

DATE: November 9, 2015 (for Council action November 24, 2015)

ISSUE:

Should the Council award the retail and delivered bulk fuel bid to Associated Petroleum Products Inc. (APP) of Anacortes, WA for providing nearly all of the City's fuel for a contract period beginning December 1, 2015 and ending November 30, 2020?

BACKGROUND:

The City continues to competitively bid its fuel purchases to ensure that we are fully compliant with Washington State's competitive purchasing laws. The City's Invitation to Bid was made available on our City website and published in the Skagit Valley Herald on October 22, 2015. Bids closed on November 5, 2015 with only one vendor submitting a proposal.

APP is our current vendor for most of our fuel needs and we have been happy with their products, location and service for the past several years. My recommendation is that we award the 5-year contract to APP with an option to renew with the consent of Council for another 5-year period.

MOTION:

Motion to award the retail and delivered bulk fuel bid to Associated Petroleum Products (APP) of Anacortes, WA for a contract period beginning December 1, 2015 to November 30, 2020 and to authorize the City Supervisor to sign the contract documents.

OFFER SHEET (page 1 of 4)

Statement of Business Responsibility

Name of Business: Associated Petroleum Products, Inc

Business Address: 9669 Padilla Heights Rd, Anacortes, WA 98221

Station Location: (primary) 655 Sunset Park Dr., Sedro Woolley, WA 98284

Is this station located within 3 miles of the Sedro-Woolley City Hall? Yes: X No:

Is this station open 24 hours a day, 365 days a year? Yes: X No:

Other station locations: APP Cook Rd CFN - 9552 Old Hwy 99 N, Burlington, WA 98233

Business Classification (check all that apply):

 Individual Partnership X Corporation Women or Minority Owned:

FID/SSN: 91-1186058

Name of Owner: Corporation - privately held

Licensing: Is the company licensed for doing business in Washington? Yes: X No: Does bidder maintain insurance in amounts specified by the City contract:

Yes: X No:

**General Liability insurance of at least \$1,000,000 per occurrence;
\$1,000,000 aggregate, Combined Single Limit (CSL);
Automobile liability of at least \$1,000,000 per accident CSL**

If no, describe differences:

Insurance Broker Name: Bell-Anderson Agency, Inc

Insurance Broker Phone: (425) 291-5200

Insurance Broker Fax: (425) 291-5175

Are there claims that are pending against this insurance policy? Yes: No: X
If yes, describe:

During the past five years, has the contractor been involved in any bond forfeiture, litigation or claims that exceed 10% of the project value? Yes: No: X
If yes, please attach an explanation.

Has company been in bankruptcy, reorganization or receivership in the last five years?
Yes: No: X

Has company been disqualified by any public agency from participation in public contracts?
Yes: No: X

OFFER SHEET (page 2 of 4)

Do you accept: 1) Brand-name issued gas card: N/A
 2) Brand Name Fleet Card: CFN

Are there additional charges for any of these credit cards? If so, specify:

Card Type	Additional Charges (if any) for use of that card
City-Issued Bank Card	N/A
Brand Name Gas Card	N/A
Brand Name Fleet Card	N/A

Does your monthly invoice show the rebate automatically, or is a separate annual rebate calculation required? Please Specify.

Card Type	Monthly Invoice Adjustment	Separate Annual Rebate Check
City Bank Card	N/A	N/A
Brand-Name Gas Card	N/A	N/A
Brand-Name Fleet Card	N/A	N/A

Can the activity on the account be viewed electronically in some manner (whether through a disk or on-line viewing)? Specify Yes or No.

	Specify Yes or No
City-issued Bank Card	NO
Brand-Name Gas Card	NO
Brand-Name Fleet Card	YES

Do you have an automatic card reader system for the credit cards that you accept, so that the driver can utilize the credit card at the pump? Yes No: _____

Does your primary station have some type of a back-up system for emergency? Yes No _____

Do you agree to maintain the required strategic reserve of gasoline and diesel at this station for the exclusive use of the City in the event of a City declared emergency? Yes No _____

OFFER SHEET (page 3 of 4)

Exclude Federal Excise Tax Specify the Rebate or discount pricing structure you are offering the City: This is your formal offer:

87 Regular Unleaded	Primary Site: site specific transfer cost + \$0.07 Secondary Site: OPIS Anacortés 10 AM Cont Avg + \$0.08
89 Midgrade Unleaded	Primary Site: site specific transfer cost + \$0.07 Secondary Site: OPIS Anacortes 10 AM Cont Avg + \$0.08
Dyed Diesel	Primary Site: site specific transfer cost + \$0.07 Secondary Site: OPIS Anacortes 10 AM Cont Avg + \$0.08 Bulk delivered: OPIS Anacortes 10 AM Cont. Avg + \$0.16
Clear Diesel	Primary Site: site specific transfer cost + \$0.07 Secondary Site: OPIS Anacortes 10 AM Cont Avg + \$0.08 Bulk delivered: OPIS Anacortes 10 AM Cont. Avg + \$0.12

In order to calculate the low bid offer, the City will analyze the pricing structure you offer as applied to a historical pricing index. Provide a listing of your pricing history for regular unleaded (87), clear diesel fuel and delivered diesel fuel using the proposed rebate/deductions applied to this historical pricing. Because the significant and substantial fuel consumption is 87 unleaded octane and diesel, that 87 unleaded octane and diesel are used as the basis for this calculation. After determining what the price would have been on the specified dates, please total the different prices for the various dates onto the bottom of the form. The City will verify that total. Should the total not match the individual prices, the individual prices will prevail and the City will adjust the calculated total accordingly. The City will utilize those totals to determine the low bid.

	Regular Unleaded (87)		Clear Diesel		Delivered Diesel	
	Primary	Secondary	Primary	Secondary	Clear	Dyed
January 1, 2015	2.0040	1.9493	2.2713	2.2135	2.2543	1.9123
February 1, 2015	1.9305	1.8752	2.1971	2.1388	2.1796	1.8337
March 1, 2015	2.7383	2.6891	2.6046	2.5493	2.5901	2.2533
April 1, 2015	2.3372	2.2850	2.2355	2.1775	2.2183	1.8780
May 1, 2015	2.8177	2.7690	2.7167	2.6622	2.7030	2.3629
June 1, 2015	2.7879	2.7390	2.8210	2.7673	2.8081	2.4672
July 1, 2015	2.8571	2.8108	2.7455	2.6910	2.7319	2.3740
Total of all prices:	17.4727	17.1174	17.5917	17.1996	17.4853	15.0814
	Regular (87)		Clear Diesel		Delivered Diesel	

*Prices are historical so they do not include WA State Excise tax increase effective 08/01/2015

**July prices include WA PPT, reinstated effective 07/01/2015

***All prices are exempted Federal Excise tax

****Dyed diesel prices do not include sales tax (if applicable)

OFFER SHEET (page 4 of 4)

Having carefully examined the documents of the solicitation, the instructions, the Contract and General Terms and Conditions, and all related documents, the undersigned proposes to perform all work in strict compliance with the above-named documents, as well as in compliance with any submitted Bid information, for the amount set forth below.

Contractual Commitment of Offer: Submission of this signed offer is signed agreement by the Offeror to all Terms and Conditions, contract requirements, specifications, and all conditions named within these documents. Submission shall be binding on and shall become contractual obligations upon acceptance and signature of the Mayor. Quotations become a contract with all documents a part of that contract, upon the City's co-signing the Offer and the City returning an Accepted Offer to the Bidder.

FIRM NAME: Associated Petroleum Products, Inc FID #: 91-1186058

FIRM ADDRESS: 9669 Padilla Heights Rd

CITY/STATE/ZIP: Anacortes, WA 98221

TELEPHONE: (800) 422 - 5775 FAX #: (360) 855 - 0911

E-MAIL ADDRESS: nicks@gotoapp.com

SIGNATURE: 

PLEASE PRINT NAME: Nick Schoenfelder

PLEASE PRINT YOUR TITLE: VP - Pricing & Supply

Offers shall be good and remain valid until the City completes award or rejections of quotes. Any exceptions to this must be noted on the Exception Sheet.

YOUR SIGNATURE CONFIRMS THAT YOUR OFFER CONSIDERS ANY ADDENDUM

Herein contains the signature of the City, accepting and awarding the offer on behalf of the City, constituting a contractual agreement to this offer. The City shall not sign this until the City has accepted this as the winning offer and has made award.

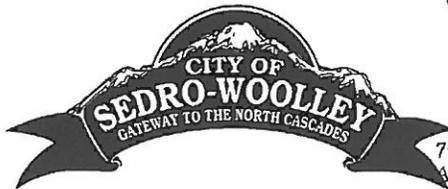
Mayor or Designee: _____ Date

Printed Name: _____

Date of Council Award Action (if applicable): _____

Finance Director Signature: _____ Date

Date of Award and Acceptance (this date is same as last signature date on this block): _____



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 24 2015

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9933
Fax (360) 855-0707

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE
Director of Public Works

RE: **Request for Approval of Grant Agreement**
FY 2015-2017 Biennial Stormwater Capacity Grant Funding Agreement

DATE: November 18, 2015 (for Council review November 24, 2015)

ISSUE

Shall council move to authorize Public Works Director Mark Freiberger to sign the attached FY 2015-2017 Biennial Stormwater Capacity Grant Funding Agreement with the Washington State Department of Ecology in the amount of \$50,000?

BACKGROUND/DISCUSSION

The city has participated in Ecology's Municipal Stormwater Capacity Grant Program over the past three Biennia. These grants provided \$50,000 (FY 2008-2010), \$146,540 (FY2010-2013) and \$50,000 (FY2013-2015) respectively for administrative and implementation activities related to compliance with the city's National Pollution Discharge Elimination System Stormwater Permit. Legislature has funded this program for the FY2015-2017 Biennium at \$50,000.

Attached is the proposed FY 2015-2017 Biennial Stormwater Capacity Grant Funding Agreement with the Washington State Department of Ecology.

The activities to be done under the proposed agreement will continue to fit very well with other requirements of our NPDES Phase 2 Stormwater Permit, and will allow us to continue existing management and implementation activities to meet Permit requirements.

MOTION:

Move to authorize Public Works Director Mark Freiberger to sign the attached FY 2015-2017 Biennial Municipal Stormwater Capacity Grant Funding Agreement with the Washington State Department of Ecology in the amount of \$50,000.



Agreement WQSWCAP-1517-SeWoPW-00018

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Sedro-Woolley

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Sedro-Woolley, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	03/31/2017
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Sedro-Woolley
 Federal Tax ID: 91-6001361
 DUNS Number: 878469774
 Mailing Address: 325 Metcalf
 Sedro-Woolley, WA, 98284
 Physical Address: 325 Metcalf
 Sedro-Woolley, Washington, 98284
 Organization Email: mfreiberger@ci.sedro-woolley.wa.us
 Organization Fax: (360) 855-0733

Contacts

<p>Project Manager</p>	<p>David Lee City Engineer 325 Metcalf Street Sedro-Woolley, Washington, 98284 Email: dlee@ci.sedro-woolley.wa.us Phone: (360) 855-3219</p>
<p>Billing Contact</p>	<p>Mark Freiberger Director of Public Works 325 Metcalf Sedro-Woolley, Washington, 98284 Email: mfreiberger@ci.sedro-woolley.wa.us Phone: (360) 855-9933</p>
<p>Authorized Signatory</p>	<p>Mark A Freiberger Director of Public Works 325 Metcalf Sedro-Woolley, Washington, 98284 Email: mfreiberger@ci.sedro-woolley.wa.us Phone: (360) 855-9933</p>

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638
Financial Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

City of Sedro-Woolley

Program Manager _____ Date _____
Heather Bartlett
Water Quality

Mark A Freiburger _____ Date _____
Director of Public Works

SCOPE OF WORK

Task Number: 1 **Task Cost: \$1,500.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: David E. Lee, PE

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost: \$48,500.00**

Task Title: Project Administration/Management

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review and/or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
Monitoring, including:
 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vactor truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: David E. Lee, PE

Project Administration/Management

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG160461

Funding Title: Capacity Grant FY16
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2015
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY16	Task Total
Project Administration/Management	\$ 750.00
Permit Implementation	\$ 24,250.00
Total:	\$ 25,000.00

BUDGET

Funding Distribution EG160462

Funding Title: Capacity Grant FY17
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2016
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Project Administration/Management	\$ 750.00
Permit Implementation	\$ 24,250.00
Total:	\$ 25,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Capacity Grant FY16	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Capacity Grant FY17	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY'S ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a

central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <<http://www.fsr.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsr.gov <<http://www.fsr.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

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

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable

property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
 - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer

recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

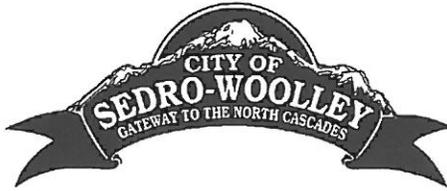
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 24 2015

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

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: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Proposed Purchase Order No. 2015-PO-22 with Sound Ocean Metal Fabricators Ltd. of Sedro-Woolley, WA**
DATE: November 18, 2015 (for Council action November 24, 2015)

ISSUE

Should council move to approve Purchase Order No. 2015-PO-22 with Sound Ocean Metal Fabricators LTD of Sedro-Woolley, WA for fabrication of a replacement shaft assembly for Rotor #4 at the Wastewater Treatment Plant at a cost of \$10,478.93?

BACKGROUND/DISCUSSION

Over the past two years, the Wastewater Treatment Facility has experienced significant equipment issues with the Oxidation Ditch aeration equipment. Of the four aeration units spanning the oxidation ditch, three failed due to metal fatigue of the rotor body. The remaining rotor (Rotor #4) has not failed to date, but we assume it is a matter of time. Previous rotor bodies were secured from Sound Ocean Metal Fabricators of Sedro-Woolley under a bid process. Sound Ocean is planning to revise their operations to stainless steel products only, and advised us that if we wanted to replace the final rotor body, this would need to be done in 2015. Sound Ocean is offering the final rotor body at the same price as the last unit purchased in April 2015.

Staff proposes to purchase the final rotor body from Sound Ocean as noted on the attached Purchase Order 2015-PO-22. Actual installation will be scheduled in 2016.

FINANCE

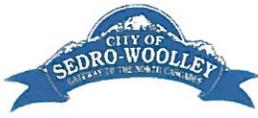
The work will be funded as follows:

401.000.035.535.50.48.50 Sewer Operations Fund 401 Maintenance of General Equipment, budgeted at \$80,000 for 2015. As of 11/18/2015, a balance of \$43,943 remains in this account.

This order requires a 50% deposit. Payment of this deposit will be authorized by approval of this purchase order.

MOTION:

Move to authorize Mark A. Freiberger, Director of Public Works to issue the Purchase Order No. 2015-PO-22 with Sound Ocean Metal Fabricators LTD. of Sedro-Woolley, WA for fabrication of a replacement shaft assembly for Rotor #4 at the Wastewater Treatment Plant at a cost of \$10,478.93.



**PURCHASE ORDER
CITY OF SEDRO-WOOLLEY**

Purchase Order No. 2015-PO-22

Product Rotor Body

Vendor Name Sound Ocean Metal Fabricators Ltd.

Vendor Address 500 Metcalf Street, Bldg F1, Sedro-Woolley, WA 98284

Vendor Contact Craig Clark Phone 360-661-2629 Email craigc@soundoceanmf.com
Sedro-Woolley Waste Water Treatment Plant, 401 Alexander Street, Sedro-Woolley, WA 98284

Ship To _____

Bill To City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284

City Contact Debbie Allen Phone 360-856-1100 Email dallen@ci.sedro-woolley.wa.us

City Department Sewer Budget (BARS) No. 535.50.48.050.401

DESCRIPTION OF PRODUCT

Per Attached Quote: 5872 Sound Ocean Metal Fabricators Ltd, dated: November 16, 2015

COMPENSATION

LUMP SUM – Compensation for the product will be on a Lump Sum price basis, not to exceed \$10,478.93 includes WSST without written authorization.

Equipment and Selling Price Summary:

Custom Rotor Body for Rotor #4

Unit Price: \$ 9,658.00
Sales Tax (8.5%): \$ 820.93
Total: \$10,478.93

SCHEDULE The Vendor shall deliver the product and services as described above:

By ASAP

In accordance with the attached schedule.

APPROVED

CITY OF SEDRO-WOOLLEY

By: Mark A. Freiburger, PE, Director of Public Works

Signature _____

Date _____



Date: 11/16/15

Quote

NUMBER

5872

500 Metcalf St - Bldg F1 - Sedro Woolley, WA 98284
Ph (360) 855-1213 Fax (360) 855-1983

Company

CITY OF SEDRO WOOLLEY
325 METCALF STREET
SEDRO WOOLLEY, WA 98284

Quote To

CITY OF SEDRO WOOLLEY
325 METCALF STREET
SEDRO WOOLLEY, WA 98284

Customer Contact	Customer Phone
Debbie Allen	(360)856-1100

**SOUND OCEAN METAL FABRICATORS, LTD.
IS PLEASED TO OFFER THE FOLLOWING PROPOSAL**

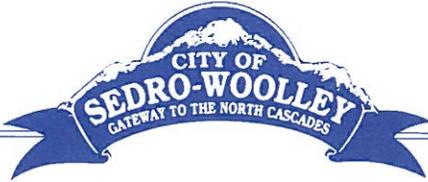
Item #	Qty	Part Name	Description	Unit Price	Total
1	1	*CUSTOM	Rotor Body - 14" Pipe x .375 wall (A53 Grade B) x 23'-2" long with 150# slip-on flanges each end, welded. Includes 3/4" round bar on one side. Blast to SSPC-SP10 and apply 2 coats of Tnemec series 69 primer (exterior only) Exclusions: Disassembly and reassembling of existing end components and testing of pipe.	9,658.00	9,658.00
	1	TERMS	THE ABOVE PRICES ARE FOB SOUND OCEAN METAL FABRICATORS, SEDRO-WOOLLEY, WA. DELIVERY IS TO BE DETERMINED AT THE TIME OF ISSUING OF PURCHASE ORDER AND RECEIVING DEPOSIT. A 50% NON-REFUNDABLE DEPOSIT IS REQUIRED. THIS QUOTE IS VALID FOR 30 DAYS, SUBJECT TO MATERIAL SUPPLY INCREASE. SOUND OCEAN METAL FABRICATORS, LTD. WARRANTS ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF MANUFACTURE. THIRD PARTY ITEMS SHALL BE COVERED BY THE ORIGINAL MANUFACTURER'S WARRANTY. SUCH WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT IN KIND. NO OTHER WARRANTY EXPRESSED OR IMPLIED IS APPLICABLE. IF THERE IS A CONSIDERABLE DELAY BETWEEN THE DATE OF MANUFACTURE AND THE DATE THE EQUIPMENT IS PLACED IN SERVICE, THE DURATION OF WARRANTY MAY BE EXTENDED BY MUTUAL AGREEMENT BETWEEN SOMF AND THE CUSTOMER. THIS WARRANTY WILL APPLY TO THE ORIGINAL PURCHASER ONLY AND IS NOT TRANSFERABLE. THIS WARRANTY WILL COVER DEFECTS IN MATERIAL OR FAULTY WORKMANSHIP ONLY, NORMAL WEAR AND TEAR EXCEPTED. UNDER NO CIRCUMSTANCES SHALL THE COST BE MORE THAN THE ORIGINAL COST OF THE EQUIPMENT. WE APPRECIATE THE OPPORTUNITY TO PRESENT THIS QUOTE AND LOOK FORWARD TO WORKING WITH YOU. Sales Tax	0.00	0.00
				8.50%	820.93

Contact Craig Clark at 360-661-2629 if any further information or clarifications are required.

Total	\$10,478.93
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NOV 24 2015

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

NOV 24 2015

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

Memorandum

To: Mayor Anderson and City Council
From: Patsy Nelson *Patsy*
Date: 11/16/15
Re: Public Hearing 2016 Budget (second reading)

2ND READING

The attached ordinance summarizes the budget amounts for each fund as detailed in the Mayor's Revised 2016 Preliminary Budget as presented and discussed at the November worksession and November 12 Council meeting. All funds are balanced according to State law.

Recommendation

Move to approve Ordinance no. _____-15 An Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the fiscal year ending December 31, 2016.

ORDINANCE NO. -15

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016.

WHEREAS, the Mayor of the City of Sedro-Woolley, Washington, completed and placed on file with the City Finance Director, a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses for the City of Sedro-Woolley for the fiscal year ending December 31, 2016, and a notice was published that the Sedro-Woolley City Council would meet on the 24th day of November, 2015, at the hour of 7:00 P.M., at the Sedro-Woolley City Hall, for the purpose of making and adopting a budget for the year 2016, and giving taxpayers within the city limits of Sedro-Woolley an opportunity to be heard upon said budget; and

WHEREAS, the Sedro-Woolley City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Sedro-Woolley for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year and being sufficient to meet the various needs of said City during said period.

NOW, THEREFORE, the City Council of the City of Sedro-Woolley do ordain as follows:

Section 1. The budget for the City of Sedro-Woolley, Washington, for the year 2016 is hereby adopted at the fund level in its final form and content as set forth in the document entitled City of Sedro-Woolley 2016 Annual Budget, which are on file in the Office of the Finance Director or available on the City's website.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2016 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2016 as set forth below:

FUND:	AMOUNT:
001 General Fund	5,819,606
101 Parks & Facilities Fund	734,525
102 Cemetery Fund	153,975
103 Street Fund	883,540
104 Arterial Street Fund	1,490,098
105 Library Fund	337,141
106 Cemetery Endowment Fund	98,445
107 Parks Reserve Fund	678
108 Lodging Tax Fund	37,020
109 Special Investigation Fund	21,428
112 Code Enforcement Fund	63,803
113 Paths and Trails Fund	42,582
114 Law Enforcement Sales Tax Fund	425,000
115 Council Strategic Reserve Fund	163,460
205 G/O Bond Redemption Fund 2008	295,092
206 G/O Bond 2008 Reserve Fund	150,000
230 G/O Bond 1996 Redemption Fund	239,500
302 Capital Projects Reserve Fund	288,492
303 Building Maintenance Reserve Fund	164,684
304 Transportation Benefit District Fund	242,000
310 Police Mitigation Reserve Fund	21,821
311 Parks Impact Fee Reserve Fund	170,091
312 Fire Impact Fee Reserve Fund	55,027
313 Public Safety Sales Tax Fund	110,000
401 Sewer Operations Fund	3,664,657
402 Sewer Operations Reserve Fund	724,780
407 98 Sewer Revenue Bond Redemption Fund	843,425
410 Sewer Capital Projects Reserve Fund	3,055,987
411 98 Sewer Revenue Bond Reserve Fund	376,482
412 Solid Waste Operations Fund	2,181,330
413 Solid Waste Reserve Fund	244,067
425 Stormwater Operations Fund	637,067
426 Stormwater Reserve Fund	148,844
501 Equipment Replacement Fund	975,121
621 Suspense (SWSD)	150,321
TOTAL ALL FUNDS	25,010,089

Section 3. The City Finance Director is directed to transmit a certified copy of the budget hereby adopted to the Washington State Auditor's Office.

Section 4. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 24th DAY OF, NOVEMBER, 2015.

Mike Anderson, Mayor

ATTEST:

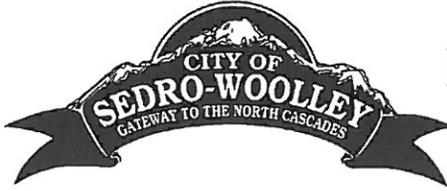
Finance Director

APPROVED AS TO FORM:

City Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

NOV 24 2015



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

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

Eron M. Berg
City Supervisor & Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Utility Rate Ordinances
DATE: November 24, 2015

2ND READING

ISSUE: Should the Council adopt the draft ordinances increasing sewer, storm drainage and solid waste utility rates by the amount of the Consumer Price Index?

BACKGROUND: *2nd reading:* The proposed balanced budget will include revenue assumptions that the utilities' rates be increased by the amount of the Consumer Price Index increase from June 2014 to June 2015 which is 1.61%. This increase is consistent with the council's request that rates move up gradually and regularly, in line with a measure of inflation, rather than in large jumps. This ordinance also includes an increase to the roll-off hauling fee from \$163.18 to \$170.00 to reflect market conditions.

RECOMMENDATION: *Following the public hearings:*

1. Motion to adopt the attached ordinance increasing sewer rates by 1.61%.
2. Motion to adopt the attached ordinance increasing storm water rates by 1.61%.
3. Motion to adopt the attached ordinance increasing solid waste utility rates by 1.61%.

AN ORDINANCE INCREASING THE FEES AND CHARGES FOR USE OF THE CITY OF SEDRO-WOOLLEY SANITARY SEWER SYSTEM BY THE CONSUMER PRICE INDEX

WHEREAS, the City has established a Sewer Utility; and

WHEREAS, the purpose of this utility is to collect funds to regulate and operate a system of collection and treatment of wastewater; and

WHEREAS, it is recognized that wastewater collection and treatment benefits all citizens of Sedro-Woolley; and

WHEREAS, the cost of doing business continues to increase and one measure of that increase is the Consumer Price Index for Seattle-Bremerton-Tacoma which increased 1.61% from June of 2014 to June of 2015; and

WHEREAS, the City Council desires to balance the financial stability and fiscal sustainability of its utilities with the services needed by the community; and

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

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

Section 1: SWMC Section 13.30.010 is hereby amended to read as follows:

13.30.010 Effective date.

Commencing on January 1, 2016, the sewer service charges specified in this chapter shall take effect. For buildings which have a public sewer available after that date, a sewer service charge shall commence thirty days after such public sewer has been available and notice of such availability is given.

Section 2: SWMC Section 13.30.020 is hereby amended to read as follows:

13.30.020 Residential rates.

Unless exempt from connection to the sewer, there shall be charged to each single residential dwelling unit (including mobile or manufactured homes on individual lots or in a mobile home park), and to each unit of a residential duplex (two units) or triplex (three units) dwelling, to which sewer service is available a basic monthly sewer service charge as follows:

January 1, 2015 and thereafter: ~~\$56.55~~ \$57.46

The City Council shall review and adjust these rates annually or as needed.

Section 3: SWMC Section 13.30.040 E is hereby amended to read as follows:

13.30.040 Nonresidential schedule and other provisions.

E. The volume rate shall be as follows:

January 1, 2015 and thereafter	\$5.34 <u>\$5.40</u>
	per 100
	cubic feet

Section 4. The effective date of this ordinance shall be January 1, 2016, more than 5 days after passage and publication.

Passed and approved this ____ day of November, 2015.

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

First Reading:	November 12, 2015
Public Hearing:	November 24, 2014
Second Reading:	November 24, 2015
Passed by the City Council:	
Date of Publication:	
Effective Date:	

ORDINANCE NO. _____-15

AN ORDINANCE AMENDING THE FEES AND CHARGES FOR USE OF THE CITY OF SEDRO-WOOLLEY STORM AND SURFACE WATER UTILITY SYSTEM BY THE AMOUNT OF THE CONSUMER PRICE INDEX

WHEREAS, the City has established a Stormwater Utility; and

WHEREAS, the purpose of this utility is to collect funds to regulate and operate a system of collection and treatment of storm and surface water; and

WHEREAS, it is recognized that storm and flood control measures benefit all citizens of Sedro-Woolley; and

WHEREAS, the cost of doing business continues to increase and one measure of that increase is the Consumer Price Index for Seattle-Bremerton-Tacoma which increased 1.61% from June of 2014 to June of 2015; and

WHEREAS, the City Council desires to balance the financial stability and fiscal sustainability of its utilities with the services needed by the community; 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,

NOW THEREFORE, THE CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. SWMC 2.46.080 is amended to read as follows:

It is the intention of the city to impose a baseline standard residential storm drainage fee equaling five dollars ~~fifty-eight~~ sixty seven cents (\$5.67) per month. This equivalent residential unit (ERU) fee is based on the assumption that the average single-family lot equals approximately ten thousand square feet.

The fees for other customer classifications shall use this ten thousand square-foot ERU baseline as the basis for the calculation of the fee.

SECTION 2. SWMC 2.46.090 is amended to read as follows:

The following ERU-derived fees shall apply. The derived ERU-based fees shall be billed in whole units and are billed to the next higher unit (for example, if a parcel has a forty-three thousand five hundred square-foot area, the parcel's owner would be billed for five ERUs; if a parcel has two thousand square-foot area, the parcel's owner would be billed for one ERU) and in no case shall the ERU-based fee be less than five dollars ~~fifty-eight~~ sixty seven cents (\$5.67).

Class 1 customers includes all single-family residential units and all multifamily and condominium units with one unit. Class 1 fee: five dollars ~~fifty-eight~~ sixty seven cents (\$5.67) per month per unit.

Class 2 customers includes all multifamily units and condominium with two or more units. Class 2 fee: fifty percent of the Class 1 fees on a per-unit basis.

Class 3 customers includes all commercial and industrial customers. Class 3 fee: five dollars ~~fifty-eight~~ sixty seven cents (\$5.67) per month for every ten thousand square feet of land area or eleven dollars and ~~fourteen~~ thirty two cents (\$11.32) per month for every ten thousand square feet of impervious surface.

Class 4 customers includes all public-use customers (schools, hospitals, churches, government buildings, etc.). Class 4 fee: five dollars ~~fifty-eight~~ sixty seven cents (\$5.67) per month for every ten thousand square feet of land area or eleven dollars and ~~fourteen~~ thirty two cents (\$11.32) per month for every ten thousand square feet of impervious surface.

Class 5 customers includes all mixed-use structures. Class 5 fee: five dollars ~~fifty-eight~~ sixty seven cents (\$5.67) per month per commercial unit for every ten thousand square feet of land area and five dollars ~~fifty-eight~~ sixty seven cents (\$5.67) per month for every residential unit. However, should there be more than three residential units, the fee shall be fifty percent of the Class 1 fees on a per-unit basis.

SECTION 4. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, clause or phrase of this ordinance.

SECTION 5. This ordinance shall be effective January 1, 2016, which is more than five (5) days after passage and publication as provided by law.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of November, 2015, and signed in authentication of its passage this _____ day of November, 2015.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

First Reading:	November 12, 2015
Public Hearing:	November 24, 2014
Second Reading:	November 24, 2015
Passed by the City Council:	
Date of Publication:	
Effective Date:	

ORDINANCE NO. _____-15

AN ORDINANCE AMENDING SECTION 8.04.075 OF THE SEDRO-WOOLLEY MUNICIPAL CODE TO INCREASE SOLID WASTE UTILITY RATES AND CHARGES BY THE CONSUMER PRICE INDEX

WHEREAS, the cost of doing business continues to increase and one measure of that increase is the Consumer Price Index for Seattle-Bremerton-Tacoma which increased 1.61% from June of 2014 to June of 2015; and

WHEREAS, the City Council desires to balance the financial stability and fiscal sustainability of its utilities with the services needed by the community; 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 November 24, 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 8.04.075 is amended to read as follows:

8.04.075 Collection charges.

Charges for refuse and garbage collection and disposal shall be compulsory. Charges not paid within twenty-five days of billing date shall be delinquent and the charge may become a lien against the property which is serviced by the garbage collection and disposal system. The city, at its discretion, may also reduce or eliminate service on delinquent accounts.

A. The charges for regular weekly garbage service shall be as follows:

1. Table 1: Residential.

Monthly Charge with One Pickup Per Week

Type of Service	Garbage	Recycling	Total
Residential, 20-gal. can	\$8.85	\$2.65	\$11.50
	\$9.00	\$2.69	\$11.69
Residential, 32-gal. can	16.75	2.65	19.40
	17.02	2.69	19.71
Residential, 68-	24.28	2.65	26.94

gal. can	<u>24.67</u>	<u>2.69</u>	<u>27.36</u>
Residential, 96-gal. can	\$32.43 <u>\$32.95</u>	\$2.65 <u>\$2.69</u>	\$35.08 <u>\$35.64</u>
Residential, low income	80% of applicable residential rate		

2. Residential includes single-family, duplex, triplex and condominium residences. Each living unit of such residences shall be subject to the rates established in this chapter.

3. Table 2: Commercial and Multifamily.

Commercial, 32-gal. can	\$18.95 <u>\$19.26</u>		
Commercial, 68-gal. can	\$30.10 <u>\$30.58</u>		
Commercial, 95-gal. can	\$40.99 <u>\$41.65</u>		
Commercial, 1-yard container	\$83.06 <u>\$84.40</u>	Each extra pickup	\$74.55 <u>\$75.75</u>
Commercial, 2-yard container	\$109.82 <u>\$111.59</u>	Each extra pickup	\$100.26 <u>\$101.87</u>
Commercial, 3-yard container	\$163.56 <u>\$166.19</u>	Each extra pickup	\$150.82 <u>\$153.25</u>
Commercial, 4-yard container	\$215.39 <u>\$218.86</u>	Each extra pickup	\$198.40 <u>\$201.59</u>
Commercial, 6-yard container	\$317.78 <u>\$322.90</u>	Each extra pickup	\$296.54 <u>\$301.31</u>
Commercial, 8-yard container	\$424.85 <u>\$431.69</u>	Each extra pickup	\$400.40 <u>\$406.85</u>
Commercial, 30-yard container	\$163.18 <u>\$170.00</u> haul fee, actual charges for disposal, and \$51.71 – \$52.54 delivery fee, plus rental fee of \$51.71 – \$52.54 per month		
Multifamily, apartments, cabin courts and trailer park units, etc.	Applicable commercial rate plus \$2.65 <u>2.69</u> per unit for recycling		

B. If more than one pickup per week is required on a continuing basis and the customer is utilizing a container smaller than eight-yard capacity, a larger container shall be required. The city may at its discretion authorize more than one pickup per week under the following conditions:

1. Where the largest container provided by the city is not adequate for the amount of waste generated;
2. Where more than one pickup per week is required to maintain proper health and sanitation;
3. Where a larger container cannot reasonably be placed on the customer's property due to space limitation.

C. In cases where additional pickups are requested due to the use of container on construction sites or other temporary uses or to accommodate temporary increases in the amount of waste generated, additional pickups shall be made at the rate set forth as follows for both residential and commercial customers:

1-yard container	\$ 27.62 <u>\$28.06</u> for each pickup
2-yard container	\$48.86 <u>\$49.65</u> for each pickup
3-yard container	\$75.40 <u>\$76.61</u> for each pickup
4-yard container	\$86.03 <u>\$87.42</u> for each pickup
6-yard container	\$128.51 <u>\$130.58</u> for each pickup
8-yard container	\$171.00 <u>\$173.75</u> for each pickup

D. 1. A residential or commercial can (up to thirty-two gallons) may not contain in excess of sixty-five pounds per can in weight. The city may, in its discretion, empty a can weighing over sixty-five pounds. In that event, an additional fee of (\$5.00) five dollars shall be charged.

2. If the cost to the city for emptying any container shall exceed the charges therefor, due to excessive weight or content, the city may proceed as set forth in subsection G of this section.

E. Yard Trimmings. Yard trimmings, including but not limited to weeds, grass, sod, trees, shrubs, foliage parts, rocks, cement or other material not generally considered regular household refuse, shall be excluded from sanitation collection services unless special arrangements are made with the sanitation department. Extra charges for such collection shall be determined by the mayor or his designee.

F. Interest Charges. All charges for sanitation services shall be due and payable when rendered. Sanitation service charges shall be delinquent if not paid in full within twenty-five days after the date of billing. Delinquent charges shall bear interest at the rate of eight percent per annum beginning on the first day of the month following delinquency until paid in full. In addition, a late penalty of (\$10.00) ten dollars shall be charged for any solid waste account that is delinquent for more than sixty days.

G. The mayor or his designee may charge any resident 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 solid 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 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.

H. Rates include a three-and-six-tenths-percent state of Washington refuse tax.

Section 2. 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 3. This ordinance shall be effective January 1, 2016, 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

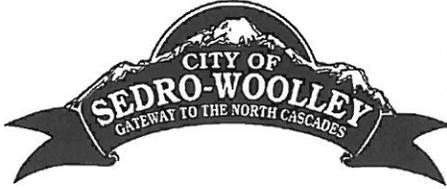
Approved as to form:

City Attorney

Public Hearing: November 24, 2015
First Reading: November 12, 2015
Second Reading: November 24, 2015
Passed by the City Council:
Date of Publication:
Effective Date:

CITY COUNCIL AGENDA
REGULAR MEETING

NOV 24 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

Eron M. Berg
City Supervisor & Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Utility Tax on Water
DATE: November 24, 2015

2ND READING

ISSUE: Should the Council adopt the attached ordinance increasing the City's utility tax rates on water?

BACKGROUND: *2nd reading:* The council adopted a 6.0% utility tax last year in an effort to address equity following the *Wenatchee v. Chelan County PUD No. 1* case and to fund two critical governmental functions: (1) accelerated debt reduction for city hall and (2) critical infrastructure needs through a council-restricted reserve fund.

The ordinance is drafted to implement the tax increase effective January 1, 2016 (for the February billing). The original ordinance imposed a 6.0% tax, but because the PUD is not required to pay the tax on the portion of their revenues attributable from fire capacity, the effective tax rate collected from the PUD has been about 4.5%. Therefore, to collect 6.0%, the city must levy a tax of 7.5%.

Finally, it should be noted that Sedro-Woolley's proposed utility tax on water is not out of line with our neighbors. Anacortes is at 7.0% and Lyman and Concrete are at 6.0%. This ordinance would create an effective tax rate of 6.0% and would increase annual revenue by an estimated \$27,075 for a total water utility tax on the PUD of \$135,375 per year.

RECOMMENDATION: Following a public hearing: Motion to adopt ordinance _____-15, an ordinance increasing the city's utility tax on water.

ORDINANCE NO. ____ -15

AN ORDINANCE AMENDING SWMC 5.06.020 TO INCREASE THE CITY

UTILITY TAX ON DOMESTIC WATER

Whereas, SWMC 5.06.020 establishes utility tax rates and for city owned utilities the current rate is 7.5%, and

Whereas, the City of Sedro-Woolley is continuing to experience the effects of the great recession while also experiencing annual increases in the costs of government; and

Whereas, because the City is served by a public utility district, it has long been determined that the city was unable to impose a utility tax on the sale of domestic water provided by a public utility district; and

Whereas, cities that provide their own water utilities have long imposed utility taxes on domestic water; and

Whereas, the Washington Court of Appeals recently determined that code cities are not prohibited from imposing their utility taxes on domestic water provided by public utility districts in their proprietary function, rather cities are prohibited from taxing districts governmental function (e.g., providing water for fire suppression); and

Whereas, RCW 35A82.020 grants the City Council in a code city broad authority to impose excise taxes for regulation or revenue; and

Whereas, the City Council found it necessary to expand utility taxes to fund basic government services in 2014 and imposed a 6.0% utility tax on water effective January 1, 2015; and

Whereas, the PUD No. 1 of Skagit County is not required to pay the utility tax on revenue from water for fire flow purposes which resulted in an effective tax rate of 4.5%; and

Whereas, the City Council desires to actually collect a utility tax of 6.0%; and

Whereas, this ordinance was first presented for consideration on the regular agenda on November 12, 2015 and public testimony was taken at a public hearing on November 24, 2015; and

Whereas, the Council desires to balance the community's need for municipal services, with the burden placed upon citizens through taxation with an expansion of the utility tax to maintain those services; now therefore,

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

Section 1. SWMC 5.06.020D is amended to read as follows:

5.06.020 Utility tax levied—Rate.

D. Domestic water. Upon every person engaged in the business of selling or supplying domestic water, a tax equal to ~~six~~ seven and one-half percent of the total gross income from such business in the city of Sedro-Woolley, not including revenue derived from the delivery of water for fire suppression.

Section 2. This ordinance shall be effective January 1, 2015, which is more than five (5) days after passage and publication as provided by law.

Section 3. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2015, and signed in authentication of its passage this ____ day of _____, 2015.

Mike Anderson, Mayor

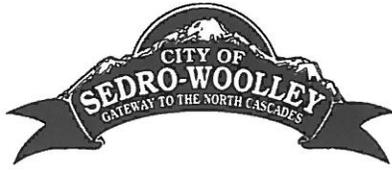
Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: November 12, 2015
Second Reading by City Council: November 24, 2015
Public Hearing by City Council: November 24, 2015
Approval by City Council:
Signed by the Mayor:
Date of Publication:



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 24 2015

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

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

MEMO:

To: Sedro-Woolley City Council
Mayor Anderson

From: John Coleman, AICP
Planning Director

Date: November 24, 2015

Subject: Preliminary approval of the Plat of Sauk Mountain View Estates North V – A Planned Residential Development (file #LP-2014-094) – *First Read*

ISSUE

Should the Council grant preliminary plat approval for the Plat of Sauk Mountain View Estates V – A Planned Residential Development?

PROJECT DESCRIPTION / HISTORY

Please find the attached Hearing Examiner's *Findings of Fact, Conclusions & Decision* for a complete history of the application and the completed review process.

EXHIBITS

Resolution ____-15 to approve the preliminary plat of Plat of Sauk Mountain View Estates V – A Planned Residential Development subject to the conditions contained in the Hearing Examiner's *Findings of Fact, Conclusions & Decision*.

RECOMMENDATION

First Read. No action requested

RESOLUTION NO. _____ -15

A RESOLUTION GRANTING PRELIMINARY APPROVAL FOR THE “PLAT OF SAUK MOUNTAIN VIEW ESTATES NORTH PHASE V – A PLANNED RESIDENTIAL DEVELOPMENT,” A 28-LOT SUBDIVISION AND AUTHORIZING THE MAYOR AND HIS DESIGNEE(S) TO SIGN ALL PRELIMINARY PLAT APPROVAL DOCUMENTS

WHEREAS, T. Jones Inc. and Dukes Hill LLC, property owners of tracts A, B, C-1, C-2, C-3 and P-4 of previously platted SMVEN-4, has applied for a 28-lot planned residential development (subdivision) that also includes an alteration to lots 36, 37, 58, and 42 - 45 of SMVEN-4 for play area and utility easement improvements; and

WHEREAS, the City of Sedro-Woolley Planning and Public Works staff reviewed the proposed preliminary plat and determined the preliminary plat has met the requirements of SWMC chapters 15, 16 and 17; and

WHEREAS, the Sedro-Woolley Hearing Examiner held an open record public hearing for the planned residential development (subdivision) application on Tuesday, October 20, 2015 and public testimony was received and considered; and

WHEREAS, the Hearing Examiner determined that the application was technically compliant with SWMC Ch. 16.08 and recommended to the City Council that the proposed preliminary plat of Sauk Mountain View Estates North Phase V – A Planned Residential Development be approved subject to conditions. The Hearing Examiner’s *Findings, Conclusions and Decision* (and its exhibits) is attached hereto as Attachment A.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Sedro-Woolley, Washington adopts the attached *Findings, Conclusions and Decision* of the Hearing Examiner; and

BE IT FURTHER RESOLVED that the City Council finds that preliminary plat application #LP-2104-094, the Preliminary Plat of Sauk Mountain View Estates North Phase V – A Planned Residential Development, meets the requirements of SWMC 16.08 and should be given preliminary plat approval, subject to conditions stated in the *Findings, Conclusions and Decision* of the Hearing Examiner.

Mike Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Patsy Nelson, City Clerk/Treasurer

Eron Berg, City Attorney

Resolution _____-15

Attachment A

*Findings, Conclusions and Decision of the Hearing Examiner
including Exhibit a (i-x) and Exhibit b*

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION in the matter of Preliminary Plat Approval for Sauk Mountain View Estates North Phase V Planned Residential Development

HEARING DATE: October 20, 2015

DECISION DATE November 4, 2015

DECISION SUMMARY: The hearing examiner recommends **approval with conditions.**

PROPERTY OWNER: T. Jones, Inc.
2715 First Avenue
Seattle, WA 98121

Dukes Hill, LLC.
103 N. Township Street
Sedro-Woolley, WA 98284

PROPERTY IDENTIFICATION: P131113, P131114, P131115, P131117, P131119, P131081, P131082 & P131103

CURRENT ZONING: Residential 5 (R-5)

Minimum lot size:	8,400 sqft	Lot width at building line:	40 feet
Front Setback:	20 feet	Lot width at road frontage:	20 feet
Rear Setback:	10 feet	Maximum building height:	35 feet
Side Setback:	5 feet for 1-story buildings, 8 feet for 2-story	Maximum building coverage:	35%

FINDINGS OF FACT

This matter came before the hearing examiner for public hearing and recommendation on the application by the property owner for a Planned Residential Development.

In addition to the Sedro-Woolley Municipal Code and Comprehensive Plan, those documents identified herein as exhibits were considered by the hearing examiner.

The hearing examiner makes the following Findings of Fact based upon consideration of the exhibits admitted herein, and evidence presented at the public hearing. To the extent that

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any finding of fact is more properly characterized as a conclusion of law, the hearing examiner adopts it as such:

1. **Introduction.** A public hearing before the Sedro-Woolley hearing examiner was held on October 20, 2015.
2. **Testimony.** In addition to the presentation by staff and the appellant at the public hearing, testimony was received from:
 - a. Rob Janicki, representing Dukes Hill, LLC;
 - b. Lin Holdeman III; and
 - c. Matt Howry, Secretary, Sauk Mountain View Estates South Homeowner's Association.

At the conclusion of the hearing, the hearing examiner left the record open until October 26, 2015 to receive additional comment solely on applicable open space calculations, which comments were received by the examiner on October 22, 2015.

3. **Exhibits.** All exhibits submitted were admitted without objection. Exhibits include the following:¹
 - a. Transmittal and Report Memorandum, which includes the following documents:
 - i. Preliminary Plat Application and PRD Checklist forms;
 - ii. Revised Open Space and density calculations date-stamped August 17 and 19, 2015;
 - iii. Landscape Plan Sheets 1 & 2 date-stamped September 21, 2015;
 - iv. SEPA checklist;
 - v. Written comment(s) on SEPA Checklist
 - vi. Notice of Application and SEPA Comment Period issued August 13, 2014;
 - vii. Written comment(s) on Notice of Application and SEPA Comment Period;
 - viii. Mitigated Determination of Non-Significance (MDNS) issued October 23, 2014; and
 - ix. Notice of Public Hearing published October 9, 2015; and
 - x. Proposed Plat Map date stamped September 21, 2015.
 - b. Letter dated October 19, 2015 from Matt Howry, Secretary, Sauk Mountain View Estates South Homeowners Association.

¹ Exhibits marked A, B, C, and D were submitted with the staff report, and consist of sections of the Sedro-Woolley Municipal Code. The hearing examiner has considered all relevant portions of the municipal code, and construes these documents to be submitted for the convenience of the hearing examiner, but does not construe them to be exhibits for the purposes of the record.

4. **Proposal.** The proposal before the hearings examiner is a Planned Residential Development (PRD) involving Tracts A, B, C-1, C-2, C-3 and Lots 36, 37 and 58 of the previously completed PRD of Sauk Mountain View Estates North Phase IV (SMVEN – 4). The properties are being subdivided through the PRD provisions set forth in Chapter 17.43 SWMC (hereinafter, the “Proposal”). The name of the proposed subdivision is Sauk Mountain View Estates North Phase V – A Planned Residential Development (SMVEN – 5). The proposal is to subdivide five tracts identified as and reserved for “future development” in SMVEN – 4, into 28 buildable lots. In addition, one residential lot from SMVEN – 4 will be converted into a residential play area to be owned and maintained by a homeowners association, and an easement is proposed across two other existing residential lots to grant secondary access to the new play area. The two residential lots affected by the easement will still be buildable.
5. **Infrastructure.** The infrastructure for the proposed development was completed pursuant to the City’s approval of earlier phases of the Sauk Mountain View Estates development. The stormwater system was designed to accommodate the proposed development, although minor modifications in the nature of altering a bioswale must be accomplished. *See*, Exhibit i, *Narrative for Sauk Mountain View Estates Ph V.*² The water and sanitary sewer systems were similarly designed and constructed pursuant to the City’s approval of earlier phases of the Sauk Mountain View Estates development to accommodate the proposed development. *Id.* Utilities were stubbed out under earlier phases of the development.
6. **Area.** The undeveloped tracts combined are approximately 4.45 acres.
7. **Zoning.** The Comprehensive Plan and Zoning Code designation for the property included in the Proposal is Residential 5 (R-5). Chapter 17.08 SWMC includes the regulations for the R-5 zone. In this zone, single-family housing is allowed on 8,400 square-foot or larger lots.
8. **Application.** On May 29, 2014, a representative for the Property Owners submitted to the City a Preliminary Plat Application form accompanied by a Planned Residential Development Checklist (Exhibit i) for a twenty-eight-lot subdivision for the Proposal.
9. **Property Identification.** The property subject to the Proposal included Skagit County Assessor’s tax parcel Nos. P131113, P131114, P131115, P131117, P131119, P131081, P131082 & P131103.
10. **Pre-App.** A pre-application meeting for the Proposal was held per SWMC 2.90.070(G)(2) on April 10, 2013, file #2013-043.

² The narrative states that the bioswale work would be completed in the summer of 2014. The record does not indicate if this work has already been accomplished.

11. **Application Complete.** The application was determined to be administratively complete by staff on August 8, 2014.
12. **SEPA.** Long plats are subject to SEPA review pursuant to Chapter 2.88 SWMC, and require a SEPA checklist to be submitted along with the application. The SEPA checklist for this proposal is included as Exhibit iv. The SEPA checklist is sent to all state and local agencies with an interest in development in the City. One comment was received from the state Department of Ecology (Exhibit v).
13. **Notice of Application.** A *Notice of Application and SEPA Comment Period* was issued by the SEPA lead agency, the City of Sedro-Woolley, on August 13, 2014 (Exhibit vi). Notice was published in the local newspaper, posted at the project site and mailed to the property owners and residents within 500 feet of the subject parcel. The notice required a two week comment period ending August 26, 2014. One written comment was received (Exhibit vii).
14. **Notice of Public Hearing.** On October 8, 2015, in compliance with Chapters 16.04, 16.08 and 2.90 SWMC, *Notice of Public Hearing* (Exhibit ix) for the public hearing on the Preliminary Plat proposal was sent to the property owners and residents within 500 feet of the subject parcels and posted on the project site. On October 9, 2015 the *Notice of Public Hearing* was published in the Skagit Valley Herald.
15. **SEPA.** On October 10, 2014, the SEPA lead agency issued a Mitigated Determination of Non-Significance (MDNS) for the proposed Plat of SMVEN – 5 (Exhibit viii). The MDNS included a 14 day appeal period that ended on October 23, 2014. No appeals were received.
16. **Critical Areas.** The subject property was reviewed for compliance under the Sedro-Woolley Critical Areas Ordinance as codified under Title 17.65 and no critical areas were identified that would be impacted.
17. **Transportation.** The Proposal is situated on East Gateway Heights, West Gateway Heights and Gateway Heights Place. Each of these streets is classified as a local access street in the Transportation Element of the Sedro-Woolley Comprehensive Plan. Public transportation is available at the intersection of Portobello and Fruitdale.
18. **Adjacent properties.** All of the properties adjacent to the Proposal are zoned R-5 except the properties north of the plat limits which are outside of city limits and are zoned Rural Reserve under Skagit County's Code.
19. **Open Space.** The open space calculations used for SMVEN-5 are born out of the calculations for the previous subdivisions at SMVEN. The previous calculations were intended to include the additional 28 lots of SMVEN-5. The open space dedicated as part of the SMVE North Phases 1-5 meets the open space dedication requirements. No

future subdivisions may claim open space credits for land dedicated as open space as part of the subdivision process for SMVE North or South.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact, the hearing examiner makes the following conclusions of law.

1. **Subdivision Review Criteria.** Subdivisions of land into five or more properties are classified as “subdivisions” (also frequently referred to as “long plats”). Subdivision applications are reviewed under the Subdivision Act, Chapter 58.17 RCW, and a local government’s implementing ordinances. Sedro-Woolly’s implementing ordinances are primarily codified at Chapters 16.08 and 17.43 SWMC.
2. **Subdivision Review Process.** In accordance with 2.90.070(G)(1) SWMC, preliminary approval for a subdivision is a Type IV decision by the City Council following an open record hearing and recommendation by the hearing examiner. Long Plats may also be performed under the separate, but complimentary, regulations for Planned Residential Developments in Chapter 17.43 SWMC, and are also a Type IV decision by the City Council following an open record hearing and recommendation by the hearing examiner in accordance with SWMC 2.90.070(G)(1).
3. **Notice.** Pursuant to RCW 36.70B.110 and 2.90.075 SWMC, a notice of application must be provided by the local government for all subdivision applications. The City of Sedro-Woolley gave proper and timely notice of the application, and used reasonable methods of providing notice of the application by those means described in Finding of Fact No. 13.
4. **Public Hearing.** Pursuant to RCW 58.17.090 and 2.90.070(G)(2) SWMC, a public hearing on a preliminary plat is required. The notice of the public hearing was provided by the City in a manner calculated to reach those with an interest in the project, by those means set forth in Finding of Fact No. 14. An open public hearing was conducted by the hearing examiner in this matter, at which time opportunity was provided for all comments to be heard by the hearing examiner, and which conformed with standard protocols to ensure that due process was provided to all participants.
5. **Plat Modifications.** SMVEN – 5 is a separate plat situated within the boundaries of the SMVEN - IV. The proposal includes the relocation of a utility easement from lot 4 of SMVEN – 5 onto an adjacent strip of land, and the dedication of one residential lot from SMVEN – 4 to a residential play area. These modifications do not constitute an alteration to SMVEN – 4 as that term is used in RCW 58.17.215.
6. **Planned Residential Development.** The provisions for PRDs may apply to the R-5 zone pursuant to 17.43.020 SWMC. In accordance with SWMC 17.43.070 D, the

criteria to be considered by the hearing examiner in making a recommendation to the city council on a planned residential development include the following:

- A. Suitability of the site area for the proposed development.
 - B. Requirements of the subdivision code for the proposed development;
 - C. Reasons for density bonuses;
 - D. Time limitations for the entire development and specified stages;
 - E. Development in accordance with the Sedro-Woolley comprehensive plan;
 - F. Public purposes have been served by the proposed development;
 - G. Compliance with the design standards and guidelines.
7. **Suitability of the Site.** SMVEN – 5 is encompassed by earlier phases of the same residential development. There are no critical areas on site. The site is suitable for residential development of this type.
 8. **Reasons for Density Bonuses.** The minimum lot size in the R-5 zone is 8,400 square feet. Under the provisions of the PRD regulations, lots in the R-5 zone may be a variety of sizes below the standard 8,400 square feet, provided no lot shall be less than 6,000 square feet in size. No proposed lots in SMVEN-5 are less than 6,000 square feet. In addition, the averaged lot size in the R-5 zone shall be reduced by not less than twenty percent of the minimum lot size for that zone. $20\% \text{ of } 8,400 = 1,600$; thus the averaged size of the 28 lots must be 6,720 square feet of larger. The applicant submitted revised density calculations (Exhibit ii) to confirm that the subdivision complies with the requirements in Ch. 17.43 SWMC. The project density complies with the City’s requirements.
 9. **Time Limitations for the Entire Development and Specified Stages.** Pursuant to 16.08.064 SWMC, a preliminary plat approval is valid for five years. The infrastructure for SMVEN – 5 was constructed with earlier phases of the development. Because construction will be limited and unlikely to disturb residents, and because improvements that have been constructed will not be impacted by newly adopted development regulations, there is no need to further limit, or expand, the five year limitation described above. The plat should therefore comply with 16.08.064 SWMC.
 10. **Development in accordance with the Sedro-Woolley comprehensive plan.** The following analysis examines Sedro-Woolley’s Comprehensive Plan (“CP”) in the context of the proposed development.

A. Goal LU1: To safely accommodate population growth without causing urban sprawl.

- a. Policy LU1.2: Prevent urban development outside the urban growth area (UGA).

The CP establishes as a land-use goal the prevention of urban sprawl, and implements that goal in part through the policy of preventing development outside of Sedro-Woolley’s UGA. The proposed project is not outside of the UGA. The proposed development meets this goal.

B. Goal LU2: To coordinate land use decisions within and surrounding the urban growth area with other jurisdictions.

Properties to the north of the proposed development, situated in Skagit County, are zoned Rural Reserve by Skagit County. “The purpose of the Rural Reserve district is to allow low-density development and to preserve the open space character of those areas not designated as resource lands or as urban growth areas.” 14.16.320 Skagit County Code. The uses allowed within a rural reserve district are not incompatible with residential uses. The proposed development meets this goal.

C. Goal LU3: To provide concurrent urban services.

- a. Policy LU3.1: Coordinate land use decisions with the transportation and capital facilities elements of the comprehensive plan.
- b. Policy LU3.3: Do not approve developments that cannot be serviced by city transportation and sewer services.
- c. Policy LU3.4: Deny approval to developments that would lower streets or sewer lines below established levels of service standards, unless:
 - 1. The city accounts for such deficiency in its capital facilities plan, or
 - 2. The developer provides services which maintain the level of service standard.
- d. Policy LU3.5: Ensure that new development bears its fair share of the cost of associated increases in required capital facilities and services.

The streets, street lighting, sidewalks, stormwater improvements and street trees have all been installed as part of the development of earlier phases of the project, and new infrastructure for SMVEN-5 is not required. The development of the proposed plat was anticipated in the design of earlier phases of the development, and the City’s sewage system will accommodate the proposed plat. The proposed plat will be accessed off of local access streets, and the project will not lower the street system LOS below accepted standards. The proposed development meets this goal.

D. Goal LU4: To reduce damages from natural disasters and preserve the characteristics of the natural environment.

- a. Policy LU4.3: Require new residential development in outlying areas to provide adequate buffer areas to relieve conflict with adjacent operations on natural resource lands that may be incompatible with residential living.

- b. Policy LU4.4: Provide effective and timely application of sensitive and critical area land use policies, including SEPA review for all developments involving potentially significant environmental issues.

SEPA review of the proposed development has been conducted, and all impacts mitigated. No critical areas have been identified that would be impacted by the proposed development. The proposed development meets this goal.

E. Goal LU5: To preserve community character.

- a. Policy LU5.2: Resist growth pressures which could have a negative impact on community values.
- b. Policy LU5.3: Seek and support developments that further the community character of Sedro-Woolley.
- c. Policy LU5.5: Prevent incompatible uses within residential areas.
- d. Policy LU5.7: Recognize the rights of property owners to freely use and develop private property consistent with city regulations.
- e. Policy LU5.8: Encourage high standards of appearance in all residential areas and in other high visibility areas.

The proposed plat anticipates the construction of homes ranging in size from 1,200 to 2,200 square feet, which are anticipated to be consistent with prior phases of the development. The proposed plat will consist entirely of residential development, and a play area for use by neighborhood children. These uses are compatible with the neighborhood residential area. These uses further community's character, and the appearance of the homes to be constructed within the proposed plat are likely to be consistent with the homes that have already been constructed within earlier phases of the development. The proposed development meets this goal.

F. Goal LU17: To control the impacts of development activities on the quality of surface and ground water.

- a. Policy LU17.5: Require future developments to use city sewer facilities whenever feasible rather than septic systems.
- b. Policy LU17.6: Allow wetland or stream alteration when such alterations results in restoration or enhancement of functions and values of degraded wetlands and streams.
- c. Policy LU17.7: Maintain or enhance water quality within the Skagit River and its tributaries.
- d. Policy LU17.10: Water-courses, wetlands, bodies of water and their shores should be kept in a natural condition where possible, and protected from development impacts through the use of buffers and green spaces.

A sewer collection system was installed with the development of earlier phases of the project, and in accordance with 13.08.030, septic systems are not allowed. Stormwater improvements were installed as part of the development of SMVEN-4, and except for minor modifications, further construction of stormwater facilities is not anticipated. Construction impacts will be mitigated during the course of construction s required by a NPDES stormwater permit issued by the state Department of Ecology. The proposed development meets this goal.

G. Goal T3: To benefit social welfare and economic development through street design.

- a. Policy T3.2: Ensure that street size is sufficient (and not excessive) to support proposed land use density.

Street improvements were installed with the development of SMVEN-4, and modifications are not anticipated with the proposed development. The proposed development meets this goal.

H. Goal T6: To fund and implement transportation improvements that serve the city.

- a. Policy T6.2: Ensure that growth mitigates its impacts through transportation impact fees, SEPA mitigation, concurrency, and development regulations.

Growth impacts have been mitigated for the proposed development through the conditions imposed in the City's MDNS. The proposed development meets this goal.

I. Goal U1: To develop all city utilities at levels of service appropriate to planned orderly growth.

- a. Policy U.1.3: Expand existing utility system according to the city's land use plan.
- b. Policy U2.10: Require all new development to provide either telecommunications or conduit to encourage the extension of telecommunications within the public right-of-way.

Public and private utilities were installed during the development of SMVEN-4, and modifications are not anticipated with the proposed development. The proposed development meets this goal.

J. Goal H3: To benefit social welfare through housing design.

- a. Policy H3.1: Require usable outdoor recreation space as part of all residential developments.
- b. Policy H3.6: Encourage "cluster" single-family residential development within the R7 and R5 land use designations. Cluster developments are characterized by areas of common open space shared and maintained by residents of the development.

The proposed development includes the dedication of a "tot lot," for recreational purposes. In addition, 1.44 acres of usable open space has been provided, to be shared by residents. The proposed development meets this goal.

11. **Public Purposes.** A discussion of public purpose is addressed in Conclusion 26, below.
12. **Design Standards and Guidelines.** Pursuant to SWMC 15.44.060, the Planning Department has the authority to approve, approve with conditions, or deny an application which shall comply with the city of Sedro-Woolley design standards and guidelines as adopted by the city. The Planning Department found that the play area, public trail

system, lot layout and street tree planting plan as shown in Exhibit vii meet the requirements of the Sedro-Woolley design standards and guidelines manual and Chapter 12.40 – Tree Standards. The Planning Department determined that the improvements depicted in Exhibit vii – Landscape Plan Sheets 1 & 2 shall be required elements of the plat.

13. **Compliance with Applicable Law.** Section 16.04.040 SWMC provides that all divisions of land within the City must comply with (1) the provisions of state law; (2) the provisions of title 16 SWMC; (3) the Sedro-Woolley Comprehensive Plan; and (3) all zoning regulations in effect at the time of preliminary plat is approval. In addition, section 16.04.040 SWMP provides that lots are to be of a size and dimension and have access and infrastructure adequate to satisfy the requirements of Sedro-Woolley Municipal Code Titles 13, 15, 16 and 17.

The hearing examiner concludes the proposed development will comply with all provisions of state law, including Chapters 36.70A and 36.70B RCW. The hearing examiner further concludes the proposed development will comply with all provisions of all provisions of Title 16 and Title 17 SWMC. The hearing examiner has previously concluded above that the proposed development complies with the Sedro-Woolley Comprehensive Plan. Finally, the hearing examiner concludes that the proposed development will comply with all requirements of Title 13 SWMC.

14. **Minimum Development Acreage.** Pursuant to 17.43.060 SWMC, the minimum site for a PRD is three acres. Here, the undeveloped tracts combined are approximately 4.45 acres (See Finding of Fact No. 6, above.)
15. **Land Use.** In accordance with 17.43.030(A) SWMC, the only allowable residential use for a PRD within the R-5 zone are single-family residences or detached condominiums. SMVEN-5 is proposed to include single family residential lots only, and the proposed development meets this criterion.
16. **Design and Layout.** The design and layout of a planned residential development, per SWMC 17.43.060(A), shall take into account the relationship of the site to the surrounding areas. The PRD shall be so designed as to minimize any undesirable impact of the PRD on adjacent properties. The proposed SMVEN-5 PRD is designed to minimize any undesirable impact on the existing surrounding lots, which are also designed for single family residential use. At hearing, a neighbor testified that the proposed development will invade the privacy of his home; see also Exhibit “vii” submitted by the neighbor. The applicant’s proponent, Rob Janicki, testified in response that the applicant would construct a sight-obscuring cedar fence, 6 feet in height, along the northerly border.
17. **Open Space.** In accordance with the requirements of SWMC 17.43.060(D), a planned residential development shall provide not less than twenty percent of the gross site area

of the PRD for common open space. The revised open space calculations (Exhibit ii) establish compliance with this requirement.

18. **Transportation Easements.** In accordance with 16.08.052 SWMC, each subdivision must make adequate provision for easements as may be required to protect the public health, safety and welfare. A series of easements are proposed to grant pedestrian access around and throughout Phases 4 and 5 of the development. Access north from the northernmost portion of East Gateway Heights Loop to Fruitdale Road (across Tract P-4 and Skagit County Assessor's Parcel #P38613) has been granted to the City for emergency services access only. Both Tract P-4 and Parcel #P38613, and the infrastructure allowing emergency access are to be owned and maintained by a homeowners association. At hearing, the project representative, Rob Janicki, testified that a bollard would be placed across the emergency vehicle access to prevent unauthorized use.
19. **Utility Easements.** As noted next above, 16.08.052 SWMC, provides that each subdivision must make adequate provision for easements. Pursuant to 16.04.090 SWMC, utility easements are to be located within the street rights-of-way, unless a waiver is approved by the city engineer. Easements outside the street rights-of-way are to be twenty feet in width, and all utilities are to be installed underground unless a waiver is approved by the city engineer. The project proponent must obtain a waiver from the City Engineer for the 10 foot wide utility easements running along the interior lot lines of the plat.
20. **Streets.** In accordance with 16.08.052 SWMC, each subdivision must make adequate provision for streets and alleys, and convenient pedestrian and vehicular access to every lot is to be provided. Pursuant to 16.04.080 SWMC, each subdivision is to be served by streets which meet the standards of Chapter 15.40 SWMC. Pursuant to RCW 58.17.110, appropriate provisions are to be made for streets, roads, alleys, and other public ways. The street design, street lighting, sidewalks, stormwater improvements and street trees have all been installed as part of the SMVEN-4 PRD build-out. Construction of new infrastructure for the SMVEN-5 PRD is not necessary.
21. **Sidewalks.** In accordance with RCW 58.17.110, local governments are to consider if sidewalks and other planning features will assure that safe walking conditions will result for students who walk to school. Here, sidewalks have been installed as part of the SMVEN-4 PRD build-out. Such sidewalks are adequate to ensure safe pedestrian passage.
22. **Sewer.** Pursuant to 16.04.080 SWMC and RCW 58.17.110, each lot created by subdivision on which a residence may be located shall be served by the city sanitary sewer system. The proposed development will be served by utilities constructed for the SMVEN-4 plat.

- 23. **Stormwater.** Pursuant to 16.04.080 SWMC, proposed subdivisions must comply with the stormwater management and maintenance standards set forth in Chapters 13.36 and 13.40 SWMC. In addition, and in accordance with RCW 58.17.110, appropriate provision must be made for drainage ways. The stormwater system that was constructed during earlier phases of the project was designed to accommodate the proposed development, provided minor modifications to a bioswale are accomplished.
- 24. **Fire Protection.** Pursuant to 16.04.100 SWMC, fire hydrants and fire access shall be provided to each lot, under guidelines as determined by the fire chief. Minimum fire flow shall be required consistent with the standards of the Uniform Fire Code, and building and fire codes for the specific use. Emergency access will be provided in part by a 20 foot easement over tract P-4. Fire hydrants were installed to serve during the construction of improvements for the SMVEN-4 plat, which will serve this development. To the extent additional hydrants are required, or hydrants must be relocated, installation or relocation will be accomplished prior to final plat.
- 25. **Consistency with Development Regulations.** Pursuant to RCW 36.70B.040, a local government must determine if a proposed project is consistent with its development regulations through the consideration of (a) The type of land use; (b) the level of development, such as units per acre or other measures of density; (c) infrastructure, including public facilities and services needed to serve the development; and (d) the characteristics of the development, such as development standards.

The proposed development is consistent with the City of Sedro-Wooley’s development regulations. This residential land use complies with Chapters 16 and 17 of the Sedro-Woolley Municipal Code, and the level of development is consistent with minimum and maximum lot size. Infrastructure to serve the development is either in place, or will be constructed prior to final plat. The proposed development, with the conditions recommended below, is consistent with the City’s development standards as set forth in the municipal code, and as supplemented by the City’s Comprehensive Plan.

- 26. **Public Purposes.** In addition to the provisions of section 17.43.070 D SWMC, which direct the hearing examiner to examine whether or not a PRD furthers the public purpose, RCW 58.17.110 directs a local government to determine if a proposed subdivision serves the public health, safety, and general welfare, and make written findings to that effect. Moreover, section 16.08.054 SWMC provides that the hearing body shall inquire into the public use and interest proposed to be served by the establishment of a subdivision and dedication, and in so doing consider all relevant facts to determine whether the public interest will be served by the subdivision and dedication, and if the proposed plat makes appropriate provision for the public health, safety and general welfare and for open spaces, drainage ways, streets, alleys, other public ways, water supplies, sanitary wastes, fire protection facilities, parks, playgrounds, sites for school and schoolgrounds.

The public purposes of a proposed plat are advanced if appropriate provisions are made for the public health, safety, and general welfare, and if the public interest will be served by the subdivision of land and the dedications contained within the proposed plat. The hearing examiner concludes that the proposed development will help provide sound, adequate housing for current and future Sedro-Woolley residents in accordance with the housing element of the Sedro-Woolley Comprehensive Plan, while having limited impacts on the natural and human-made environment. Adequate provision has been made for public safety services (police and fire.) The adequacy of pen spaces, drainage ways, streets, alleys, and other public ways have been found adequate above, through the SEPA processes, and in conjunction with the approvals granted by the City to prior phases of the development. Water supplies and distribution, sanitary sewer systems, and fire protection facilities have been found to be adequate above, through the SEPA processes, and in conjunction with the approvals granted by the City to prior phases of the development. The inclusion of a tot lot adequately addresses the parks and recreational needs for the youngest residents of the development who have a need for a park facility with easy access, while the City's existing recreational opportunities will serve older residents. The public school system provides schools adequate to the needs of the residents of the development. Impacts of the development have been mitigated through the City's MDNS.

The proposed development advances the public purpose.

CONCLUSION AND RECOMMENDATION

Based upon the foregoing findings of fact and conclusions of law, the hearing examiner concludes that the proposed subdivision is in conformity with the City of Sedro-Woolley's zoning ordinances and other applicable land use controls. The hearing examiner recommends the city council **APPROVE** the Preliminary Plat of Sauk Mountain View Estates North – Phase V **subject to the following conditions:**

1. Comply with the mitigation measures included in the SEPA mitigated determination of non-significance (MDNS) issued October 10, 2014 and as set forth below:
 - a) Hours of construction shall be limited to 7:00 a.m. to 9:00 p.m. weekdays and 8:00 a.m. to 9:00 p.m. weekends as required in SWMC 9.46.020;
 - b) Comply with Northwest Clean Air Agency Regulations during construction activities;
 - c) Any water discharged to the City stormwater system as a result of this project must be approved by and comply with conditions of the Public Works Department;
 - d) Provide a temporary erosion and sedimentation control plan for approval by the city engineer;
 - e) Complete stormwater system modifications per the Sauk Mountain View North Alternate Drainage Report and the recommendations of Freeland and Associates, Inc;

- f) All construction traffic shall use temporary construction access as approved by Public Works;
 - g) Obtain and comply with conditions of a NPDES stormwater general permit from the Department of Ecology as may be required;
 - h) Contribute police impact fees of \$202.96 per unit as per the residential unit fee calculation in the Capital Facilities Element of the City of Sedro-Woolley Comprehensive Plan; and
 - i) Construction shall comply with all local, state and federal regulations, including Sedro-Woolley Municipal Code Title 13.36 Stormwater Management Standards; Title 13.40 Stormwater Facilities Maintenance; Title 15.40 Public Works Construction Standards; Title 17 Zoning; Sedro-Woolley Public Works Design Standards and the Sedro-Woolley Comprehensive Plan.
2. Construction of all required infrastructure improvements shall be completed prior to final plat application, or in accordance with RCW 58.17.110 a bond covering the costs of the improvements and in an amount approved by the City Engineer shall be filed with the City.
 3. The lots within SMVEN-5 shall contribute their proportionate share of the costs of the maintenance and repair of any of the shared infrastructure owned and maintained by the SMVEN-4 homeowners association, as well as the maintenance and repair of shared infrastructure developed for the SMVEN-5 subdivision. This requirement may be accomplished by the incorporation of SMVEN - 5 into the SMVEN Phase 4 homeowner agreement for the maintenance of the shared tracts, paths, play equipment, stormwater and other shared infrastructure. Maintenance of the stormwater facilities will be defined in the operation maintenance manual recorded with the CC&Rs and referenced on the plat. In the event the SMVEN-4 homeowners association fails to authorize the incorporation of SMVEN – 5 into the SMVEN-4 homeowners association, then a new homeowner’s association for SMVEN – 5 shall be established, subject to the approval of the City of Sedro-Woolley.
 4. The trail, play area improvements, landscaping and general design elements depicted in Exhibit iii – Landscape Plan Sheets 1 & 2 shall be required elements of the plat.
 5. A fence six feet in height shall be installed along the development’s northern boundary that is adjacent to privately-owned property, provided that emergency access to the development shall not be curtailed by the installation of a fence.
 6. A bollard or bollards to prevent unauthorized use of the emergency vehicle access that is to be installed on Tract P-4 and Parcel #P38613 shall be placed, that is acceptable to the fire chief.
 7. The certificate filed for record pursuant to RCW 58.17.165 shall include a waiver of all claims for damages against any governmental authority which may be occasioned to the

adjacent land by the established construction, drainage and maintenance of any areas dedicated for street or other areas to the public.

A handwritten signature in black ink, appearing to read 'S.G. Thomas', written over a horizontal line.

Scott G. Thomas,
Hearing Examiner

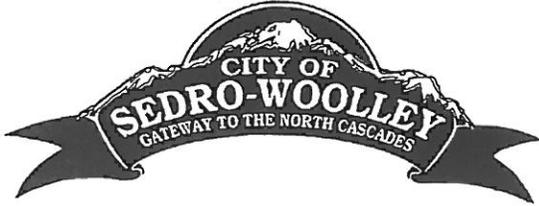
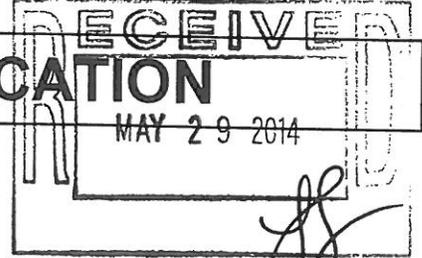


EXHIBIT *ai*

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

PRELIMINARY PLAT APPLICATION



APPLICATION NUMBER: 2014-94

Proposed name of Subdivision: Sauk Mountain View Estates North - Phase V

Location (cross street names and addresses, if they exist): Vecchio Drive North of Portobello and the North end of North Arrezo Loop

Assessor's Parcel number(s): 131113, 131114, 131103, 131115, 131117, 131119

LOT 26
131021
131022
131023

Applicant Name: T. Jones Inc. and Dukes Hill, LLC

Applicant Address: 103 N. Township Street, Sedro-Woolley, WA 98284
 Agent: Ronald T. Jepson & Terry Unger

Applicant Phone: 360-856-2068 email: erin.klinger@janicki.com

Owner: T. Jones Inc. Dukes Hill, LLC

Owner Address: 2715 First Avenue 103 N. Township Street
Seattle, WA 98121 Sedro-Woolley, WA 98284

Owner Phone: 360-856-2068 email: erin.klinger@janicki.com

I am applying for the following variances or other permits at the same time: N/A

Zoning Designation: R-5 Flood zone: X

Total site size in acres: 4.45 Critical Areas by type and acres: None

Number of lots proposed: 28 Number of housing units proposed: 28

Describe existing conditions on and adjacent to site: Developed plat, street and utilities previously installed for PRD. Surrounding sites developed as residential to south. Open space to north and west.

Application Checklist:

- A. Pre-application file #: 2013043 Pre-application date: 4/10/13
- B. State Environment Policy Act (SEPA). The applicant shall submit a SEPA Checklist or environmental impact statement (EIS), including a site plan and associated fees, with an application for a subdivision. The SEPA Checklist or EIS shall be reviewed by the SEPA official. Upon determination by the Planning Department that the SEPA Checklist is complete and accurate, thirteen (13) copies of the checklist will be required. No public hearing on a subdivision proposal shall be scheduled prior to the issuance of a determination of nonsignificance or mitigated determination of nonsignificance by the SEPA official. *ADDED UP TO DATE FORM*
- C. Fees. See current fee schedule. The applicant will also be billed for mailing and publication costs.
- D. Complete Application Required. The planning director notifies applicant when the application is complete.
- E. Project narrative including: a detailed description of the proposal; any other applications being submitted concurrently (such as planned residential development application or a variance); size of properties to be subdivided; number of lots proposed; critical areas, open space and recreation area calculations or any other information that will be pertinent to the review the application.
- F. Application Map. Ten copies of an accurately scaled and dimensioned map of the plat prepared by a land surveyor licensed by the state of Washington and showing the following: ✓

**Every preliminary plat shall consist of one or more maps, on both mylar and in digital format approved by the City Engineer, together with written and digital data including the following:

- The name of the proposed subdivision;
- North point and scale; the location of existing property lines: streets, building, if any; watercourses and all general features;
- The legal description of the land contained within the subdivision;
- The names and addresses of all persons, firms and corporations holding interest in the lands, including easement rights and interest;
- The proposed names, locations, widths and other dimensions of proposed streets, alleys, easements, parks, lots, building lines, if any, and all other information necessary to interpret the plat, including the location of existing utility and access easements which are to remain;
- The location of streets in adjoining plats and the approximate location of adjoining utilities and proposed extensions into the plat;
- The names of adjoining plats;
- The name, address and telephone number and seal of the registered land surveyor who made the survey or under whose supervision it was made;
- The date of the survey;
- All existing monuments and markers located by the survey;
- The zoning classification applicable to the land within the subdivision;
- The conditions of or the limitations on dedications, if any, including slope rights;
- Contour intervals as required, based upon city datum with intervals of five feet or less utilizing U.S.G.S, or better datum.
- Location of significant physical features such as buildings, bodies of water, power lines, slopes, trees, and section lines within or adjacent to the proposed plat;
- Location and description of existing and proposed drainage, sewer, and water facilities within or adjacent to the proposed plat;

- Location and outline of any sensitive areas, as defined under Section 17.65.040, using the delineation and classification methods and definitions provided for the specific sensitive area under the provisions of Chapter 17.65;
- If a replat, the layout for the original plat in dotted lines, with replat status reflected in the plat name;
- Vicinity map at a smaller scale, to include the location of any natural resource lands within three hundred feet of the edge of the proposed plat.

- G. Mailing labels: See separate form for instructions. ✓
 - H. Posting: See attached form for instructions.
 - I. Copies of covenants, restrictions and collective maintenance agreements, if applicable.
 - J. Environmental checklist or EIS. ~~NEED SITE MAP~~ ~~UP TO DATE CHECKLIST~~
 - K. Survey information of all features within 100 feet of the boundary of the proposed subdivision. ~~MISSING~~
 - L. Evidence of water availability. PUD letter date: 6/6/13.
 - M. Evidence of sewer availability.
 - N. Required materials identified in the pre-application meeting, such as additional information required for PRDs.
 - O. Other information deemed necessary by the planning director, planning commission or city council.
 - P. Landscaping Plan ✓ ~~NEEDS TO SHOW RAIN AREA PLAN~~
 - Q. Street Profiles
- TITLE REPORT**

Special Studies:

- R. Traffic
- S. Stormwater
- T. Critical areas

Criteria: The proponent bears the burden of proving that the application should be granted. The project permit must be supported by convincing proof that it conforms to the applicable elements of the city's development regulations and comprehensive plan. The proponent must also prove that any significant adverse environmental impacts have been adequately mitigated.

Describe how the following provisions will be met with the proposed subdivision:

- Public health, safety and general welfare: This plat meets the criteria for urban infill required by Washington Growth Management Act and meets Sedro-Woolley zoning code.
- Open spaces: Areas were previously dedicated to the public and the home owners association in anticipation of this development.
- Drainage ways: All drainage ways were developed in anticipation of this proposed 28 lots.
- Streets, alleys, other public ways: Streets and utilities were installed in anticipation of this development.

Water supplies: Water utilities were installed to serve the proposed 28 lots in Phase V of Sauk Mountain View Plat.

Sanitary waste: Sewer utilities were installed to serve the proposed 28 lots in Phase V of Sauk Mountain View Plat.

Fire protection facilities: Property was dedicated for a future fire station.

~~Parks, playgrounds:~~ Phase IV lot 58 is being modified to accommodate a "tot lot" and a trail access is being modified as well to accommodate lot access.

Purpose: The purpose of the Subdivision (Long Plat) regulations:

To regulate the division of land and to promote the public health, safety and general welfare in accordance with standards established by the city and state to:

- A. Prevent the overcrowding of land;
- B. Lessen congestion in the streets and highways;
- C. Promote effective use of land;
- D. Promote safe and convenient travel by the public on streets and highways;
- E. Provide for adequate light and air;
- F. Provide for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, fire protection, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, sidewalks or other facilities to assure safe walking conditions for students who walk to and from school; and other public requirements;
- G. Provide for proper ingress and egress;
- H. Provide for expeditious review and approval of proposed divisions which conform to zoning standards and local plans and policies, including the purposes stated herein;
- I. Adequately provide for the housing and commercial needs of the citizens of the city; and
- J. Require uniform monumenting of land divisions and conveyance by accurate legal description.

Process: Preliminary plat applications shall be processed simultaneously with applications for rezones, variances, planned residential developments (PRDs), site plan approvals, and similar quasi-judicial or administrative actions to the extent that procedural requirements applicable to these actions permit simultaneous processing.

No public hearing on a subdivision proposal shall be scheduled prior to the issuance of a declaration of non-significance or mitigated declaration of non-significance by the SEPA official.

Applicable local and state rules which will be used in the review of all subdivision applications:

Applications shall be processed according to the procedures set forth in Chapter 2.90 SWMC, and the additional procedures established in Chapter 16.08 SWMC and state law (Chapter 43.21C RCW, and Chapter 36.70B RCW).

Chapter 16.04 SWMC – General Provisions, Chapter 16.08 SWMC – Subdivisions; Chapter 2.88 SWMC – State Environmental Policy Act; Chapter 15.40 SWMC – Public Works Construction Standards; Chapter 2.90 SWMC – Consolidated Planning Procedures; and Title 17 SWMC – Zoning.

Also applicable to subdivisions are the Public Works Department Standards manual and the Sedro-Woolley Design Standards and Guidelines manual. These documents are adopted by reference in the Sedro-Woolley Municipal Code.

Signature:

I request preliminary approval in accordance with the Sedro-Woolley subdivision ordinance and other applicable city codes. Application is hereby made for a **PRELIMINARY PLAT** and to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the officials of the City of Sedro-Woolley the right to enter the above-described location to inspect the proposed or completed work.

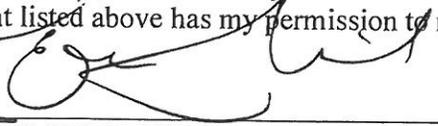


SIGNATURE

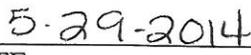


DATE RECEIVED

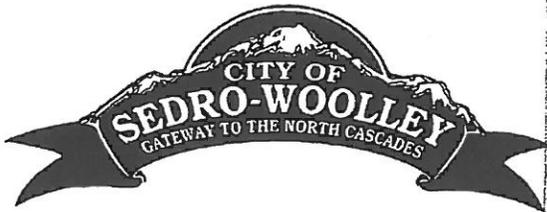
Owner's certification: I certify that I am the legal owner of the property listed above and that the applicant listed above has my permission to represent me in this application for development.



OWNER'S SIGNATURE



DATE



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

2014-9488

PLANNED RESIDENTIAL DEVELOPMENT CHECKLIST

Planned Residential Development (PRD) applications shall be processed as subdivisions under SWMC Chapter 16.08 as well as the criteria for PRDs in SWMC Chapter 17.43. An application for preliminary plat must be submitted with the PRD Checklist. Please submit this completed checklist and the items required in this checklist with your Preliminary Plat (Long Plat) Application.

Proposed name of PRD: Sauk Mtn View Estates

Assessor's Parcel number(s): P131B, 13114, 131103, 13119, 13115

Applicant Name: Rob Janicki

Applicant Address: 103 N. Township

Applicant Phone: 360-856-2068

email: erin.klinger@janicki.com

Application Checklist:

- A. Pre-application date: 4-10-13
- B. A written statement providing justification for the density bonus, if requested by the applicant. Included
- C. A written statement providing a program for development including staging or timing of development. DONE
- D. A written statement providing proposed ownership pattern upon completion of the project. N/A
- E. A written statement providing basic content of any restrictive covenants. Included
- F. A written statement explaining provisions to assure permanence and maintenance of common open space through a homeowners' association or similar association, condominium development or other means acceptable to the city. Will be written prior to final recording.

- G. Application Map. Preliminary Plat applications require ten copies of an accurately scaled and dimensioned map of the plat prepared by a land surveyor licensed by the state of Washington (see Long Plat Application). In addition to those requirements, PRD applications require that the following features must also be represented on the maps: A map of the site drawn to a scale of not less than one inch representing one hundred feet showing the following:
- Existing site conditions including watercourses, floodplains and unique natural features;
 - The location and floor area size of all existing and proposed buildings, structures and other improvements including maximum heights, types of dwelling units, density per type, and nonresidential structures, including commercial facilities, if any;
 - The location and size in acres or square feet of all areas to be conveyed, dedicated, or reserved as common open spaces, public parks, recreational areas, and similar public or semipublic uses;
 - The existing and proposed circulation system of streets, including off-street parking areas, service areas, loading areas and major points of access to public rights-of-way;
 - The existing and proposed pedestrian circulation system;
 - The existing and proposed utility systems, including sanitary sewers, storm sewers, water, electric, gas and telephone; and
 - The proposed treatment of the perimeter of the PRD, including materials and techniques used such as screens, fences and walls.
- H. A PRD application must contain sufficient detail to show compliance with the design standards and guidelines of SWMC Chapter 15.44 for the layout, infrastructure, and buildings within the PRD, to allow the reviewing body to incorporate compliance with design standards into its recommendation and final decision. The applicant is expected to submit this information in a format that meets the standards of an architect or design professional. The integration of a comprehensive, well-planned design into all aspects of the PRD is a required element of the application. The application and approval shall require subsequent construction within the PRD to conform with the approved design elements, at a sufficiently detailed level to ensure subsequent compliance with the approval documents.
- I. The design and layout of a planned residential development shall take into account the relationship of the site to the surrounding areas. The PRD shall be so designed as to minimize any undesirable impact of the PRD on adjacent properties.
- J. Setbacks, building heights and lot sizes of the PRD shall be comparable to, or compatible with, those of the existing development of adjacent properties or, if adjacent properties are undeveloped, the type of development that may be permitted.
- K. Other information deemed necessary by the Planning Director, Hearing Examiner or City Council.
- L. Completed and signed checklist.
- M. Fees associated with both the PRD and Preliminary Plat application.

Procedure:

Public Hearing. A PRD is a Type IV land use application under Ch. 2.90. The Hearing Examiner shall hold a public hearing on the proposed PRD. Following the public hearing, the Hearing Examiner shall make a report of findings and recommendations with respect to the proposed PRD, and shall forward the report to the City Council. Such report shall include, but need not be limited to, the following items:

- Suitability of the site area for the proposed development;
- Requirements of the subdivision code for the proposed development;
- Reasons for density bonuses;
- Time limitations for the entire development and specified stages;
- Development in accordance with the Sedro-Woolley comprehensive plan;
- Public purposes have been served by the proposed development; and
- Compliance with the design standards and guidelines.

City Council Decision. After receipt of the Hearing Examiner's findings and recommendations, the City Council shall make a decision based on the materials submitted by staff and the Hearing Examiner's recommendation. The City Council shall give approval, approval with modifications or disapproval to the proposed PRD. The City Council's decision may be appealed to Skagit County Superior Court as allowed in SWMC Chapter 2.90.

Purpose: The purpose of the PRD regulations: to create open space in residential developments and to encourage imaginative site and building design by permitting greater flexibility in zoning requirements than is permitted by other sections of this title. Furthermore, it is the purpose of this section to:

- A. Promote the retention of significant features of the natural environment, including waterways and views;
- B. Encourage a variety of housing types and densities;
- C. Encourage maximum efficiency in the layout of streets, stormwater facilities, utility networks and other public improvements; and
- D. Create and/or preserve usable open space for the enjoyment of the occupants and the general public.

Signature:

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS FORM/APPLICATION IS TRUE, CORRECT AND COMPLETE.



SIGNATURE

5-29-14

DATE RECEIVED

Dukes Hill LLC

103 N. Township

Sedro-Woolley, WA 98284

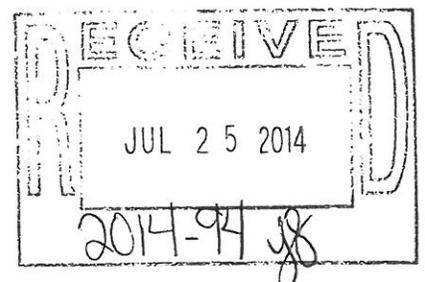
Narrative for Sauk Mountain View Estates PH V

This phase of the project is to create 28 recorded lots interspersed within the Sauk Mountain View Estates Phase IV recorded plat # 201203220011. The infrastructure for these lots is complete except for some additional street trees that will be planted at the time that the city requires prior to recording the final plat. This phase of the plat is also a PRD in conjunction with the subdivision and will be following the rules and codes for a PRD from the City of Sedro-Woolley.

The City of Sedro-Woolley allowed a prior developer to complete the infrastructure for these lots even though they were not included in the Sauk Mountain View Estates Phase IV plat. These finished lots are now proceeding through the final plat process to be recorded as legal lots.

The original design for the Sauk Mountain View Estates Phase IV plat included these additional 28 lots but they were not accounted for in the SEPA. The stormwater plan incorporated these lots in its design. This has been reviewed by Freeland and Associates and the storm system is adequate except for some widening on the downstream bioswale from the detention pond. That work is projected to be completed this summer (2014) during the dry season. The open space requirements were included in the original design and are described in a letter dated 5/18/05. In addition, the applicant has agreed to remove lot 58 of Sauk Mountain View Estates Phase IV and dedicate that lot as a community play area. The play area design will be provided and installed prior to final approval. The water and sewer systems were originally designed and installed to accommodate these additional lots. The Sauk Mountain View Estates Phase IV plat was modified to include a full loop road system to improve traffic flow. The added lots should have minimal impact on traffic.

All of the proposed lots meet the current zoning requirements. They average more than 6720 square feet as required and no lot is less than 6000 square feet as required by the current City of Sedro-Woolley zoning. These lots will accommodate detached single family houses ranging in size from 1200 to 2200 square feet. The entire road system was built using rolled curb allowing builders to place the homes without consideration for curb cuts.



222 Grand Avenue, Suite C Bellingham, WA 98225
(360) 733-5760

August 18, 2015

City of Sedro-Woolley, Building & Planning Dept.
Attn: John Coleman, Planning Director
Sedro-Woolley Municipal Building
325 Metcalf St
Sedro-Woolley, WA 98284

Subject: Response to SMVE North Phase V – PRD – Planning Review 4 – File #2014-094

Dear John,

Please see next page for our team's response in bold to your letter referenced above. A list of enclosures is provided below. Thank you and feel free to contact me with any further comments or questions.

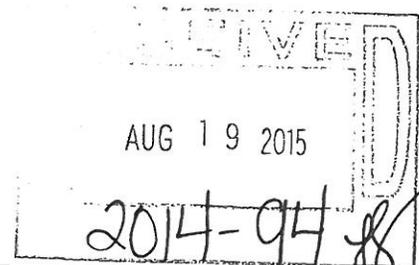
Best,



Kiersten Sahlberg
Planning Coordinator

Enclosures:

- A. Exhibits A-C from letter dated May 18, 2005
- B. SMVE Ph V Calculation Breakdown
- C. Copy of Calculations from Spreadsheet
- D. Revised Landscaping Plan



1. Please submit Attachments A-C of the letter from Rob Janicki dated May 18, 2005 which were not included in the application materials. Please note, that letter assumes 24 additional lots, this proposal is for 28 additional lots. The calculations included therein will need to be updated, clarified and must be based on the required density calculations in the current PRD code (Chapter 17.43 SWMC). Also note that current regulations do not allow for critical areas, stormwater facilities and utility corridors to be counted toward open space calculations, unless they meet the definition of useable open space in 17.43.060, subsection (E). Lot 58 and the new trail serving Lot 58 may be included in the useable open space calculation of course.

Attachments A-C are attached here for your reference. A breakdown of the updated calculations is provided as well as a copy of the spreadsheet showing these updated calculations. You will see that the development exceeds requirements for open space and useable space.

2. The application narrative states that the lots average more than 6,720 square feet (20% less than the minimum lot size of 8,400 square feet). Please submit a spreadsheet showing the lot sizes and the calculations showing that those lots average over 6,720 square feet.

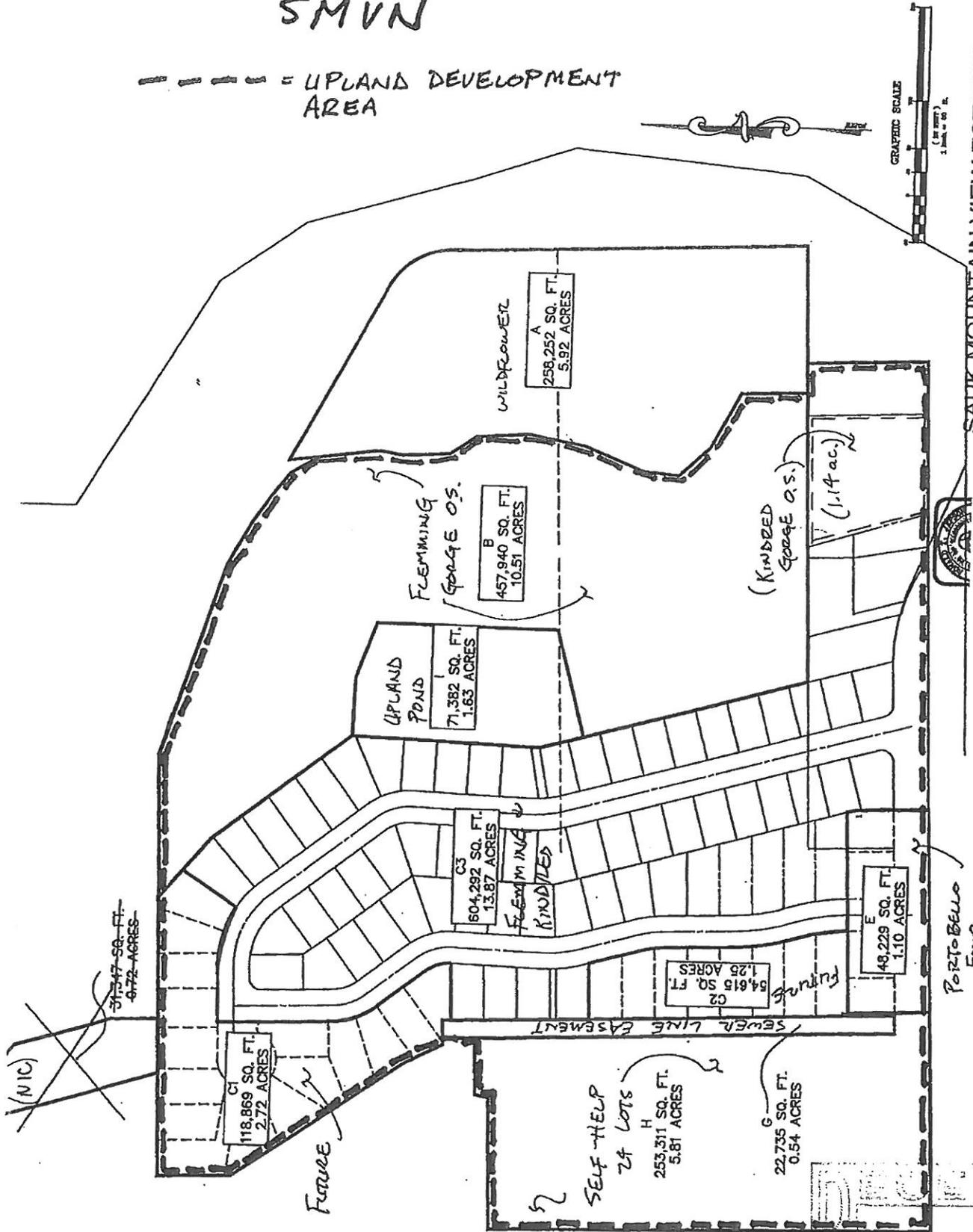
A copy of the spreadsheet is attached here for your reference. Lot sizes average 6,806.25 SF with a minimum lot size of 6,000 SF.

3. The letter from Rob Janicki dated May 18, 2005 also states that the easement between SMVE N Phase III and the lots to the east will be developed with a 0.54 acre trail. Please include this trail on the landscape plans. This trail will run from Portobello Road north to roughly the area behind proposed Lot 16.

The trail has been added to the landscape plan and is included as part of this resubmission package.

EXHIBIT "A" SMVN

--- = UPLAND DEVELOPMENT AREA



SATIK MOUNTAIN VIEW ESTATES - "NORTH"

B P A POWER LINES

AUG 17 2015

46-1102

EXHIBIT "B"

City of Sedro-Woolley Planned Residential Development Calculator Using the Old PRD Code, with 1999 Modifications

Project: *Sauk Mtn View North*
 Description: *Open Space: Wildflower, Flemming, Kindred, Janicki, NIC future 24 lots.*
 By: *Tim Garrison, P.E.*
 Date: *5/13/2005*

Density and Required Open Space Calculator

Percentage Open Space Req'd:	20%	Per 17.43.015.F, zoning code
Min Lot Area per Dwelling (DLA):	8,400 s.f.	Per underlying zoning for RD2
Gross Land Area (GLA):	39.38 Ac	Wildflower+Kindred+Flemming Upland+Self-help 24+Portobello 4. Does not include future 24 or Fruitdale access corridor.
Dedicated Land	1.15 Ac	Wildflower open space
Critical Areas and Buffers:	11.65 Ac	Flemming's gorge + Kindred's gorge
Stormwater facilities	1.83 Ac	Wildflower pond + Flemming upland pond
Existing R.O.W.	0.00 Ac	(No Internal ROW existed at time of initial SMVN plat)
 Net Site Area (NSA)	 24.75 Ac	 1,078,110 s.f.
Base Density (BD)	128.3 Units	
Percentage Critical Area:	29.58%	
Transfer Units due to critical areas (TU):	<u>38.0 Units</u>	
Max Allowed Density Based on Gross Acreage:	167 Units	167 > 156, okay. Note, 156 does not include future 24; it includes only SMVN lots.
Minimum Open Space Req'd	7.88 Ac	This equals 20% of the GLA, and is the min. open space required for SMV-N, including Wildflower.
Total Open Space	14.63 Ac	Dedicated lands + Crit areas + stormwater; from above
Leftover Open Space	6.75 Ac	Difference of above two numbers. A small part of this leftover will be used for the 24 future lots.

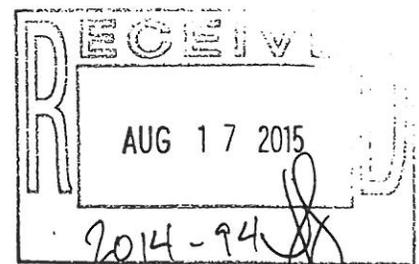


EXHIBIT "C"

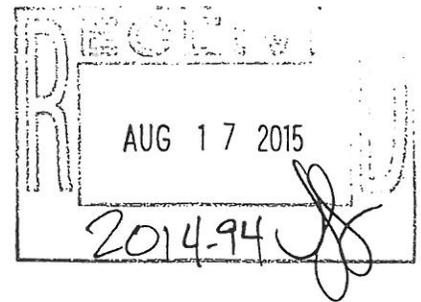
City of Sedro-Woolley 2004 Planned Residential Development (PRD) Calculator

Project: *Duke's Hill, West*
 Description: *24 Lots East of Power Lines (16+8)*
 By: *Tim Garrison, P.E.*
 Date: *5/13/2005*

Lot Size and Open Space Requirement Calculator

Min. Lot Size per Underlying Zoning	8,400 s.f.	For zone R5 (old SF2)
Minimum Clustered Lot Size:	6,000 s.f.	City Requirement for R5 and R7: 17.43.060.B.1
Max. Reduction Average Clustered Lot Size	20%	City Requirement for R5 and R7: 17.43.060.B.2
Gross Land Area (GLA):	3.97 Ac	Area of 16 lots (2.72 ac) + area of 8 lots (1.25 ac)
Total Percentage Open Space Req'd:	20%	City Requirement: 17.43.060.E
Percentage of Total Open Space to be 'Usable':	50%	City Requirement: 17.43.060.F

Minimum Average Size of Lots 6,720 s.f.
Total Minimum Open Space Req'd 0.79 Ac
Useable Open Space Required 0.40 Ac



SMVE North Ph V Calculation Breakdown*:

Total acreage of proposed 28 lots

Tract A	0.80 Acres
Tract B	1.12 Acres
Tract C-1	1.91 Acres
Tract C-3	0.55 Acres
Total	4.38 Acres

Required open space @ 20% **0.9 Acres**

Total open space provided

Tract P-1	0.03 Acres
Lot 58 (site of future park)	0.13 Acres
Easement/trail area off Lot 58	0.02 Acres
Tract P-3	0.02 Acres
Portion of Tract C-2	0.54 Acres
Tract P-4	0.05 Acres
P-38613	0.65 Acres
Total	1.44 Acres

Required useable space @ 50% of open space **0.44 Acres**

Total useable space provided **1.44 Acres**

Lot Square Footage*:

Average size of proposed 28 lots **6,806.25 SF**

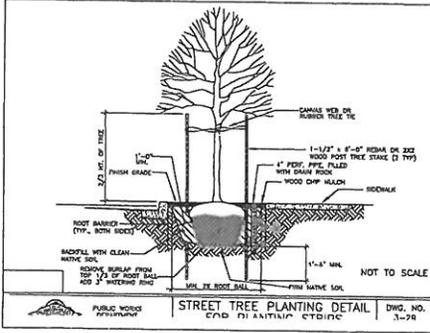
Smallest proposed lot size **6,000 SF**

*See attached spreadsheet calculations

SMVE PH V LOT SQUARE FOOTAGES	
Lot No.	Size (SF)
1	6,003
2	6,003
3	6,003
4	6,003
5	6,000
6	6,115
7	7,010
8	9,268
9	8,390
10	6,675
11	7,187
12	6,322
13	7,367
14	6,297
15	6,064
16	6,291
17	6,391
18	6,471
19	6,934
20	6,683
21	6,899
22	7,529
23	8,030
24	6,185
25	6,795
26	6,913
27	7,333
28	7,414
Total SF	190,575
	/28 =
Avg Lot Size	6806.25

SMVE PH V OPEN & USEABLE SPACE		
Acreage to be Developed	190,575 SF	4.38 Acres
Required Open Space	38115 SF	0.9 Acres
	@ 20%	
Total Open Space	62,048 SF	1.44 Acres
Required Useable Space	19057.5 SF	0.44 Acres
	@ 50%	
Total Useable Space	62,048 SF	1.44 Acres

EXHIBIT G



NOTES:

PLANTING:

1. Dig hole 2-3 times the width of the root ball and as deep as the root ball. Do not make hole deeper than root ball.
2. Remove containers, biodegradable pots, synthetic or treated burlap, wire, twine, or mesh. Leave natural burlap in place and fold back. Loosen the roots and spread or cut circling roots.
3. Place top of root ball even with or slightly higher than soil grade on firm soil. Do not add soil amendments or gravel unless approved by Public Works Director.
4. Install 4" x 24" perforated drain pipe; fill with drain rock. Pipe shall not extend more than 1/2" above finish grade.
5. Back fill with clean native soil. Firm soil around the root ball; water slowly and thoroughly.
6. Mulch around tree with 2-4" wood-chip mulch. Do not place mulch next to trunk.

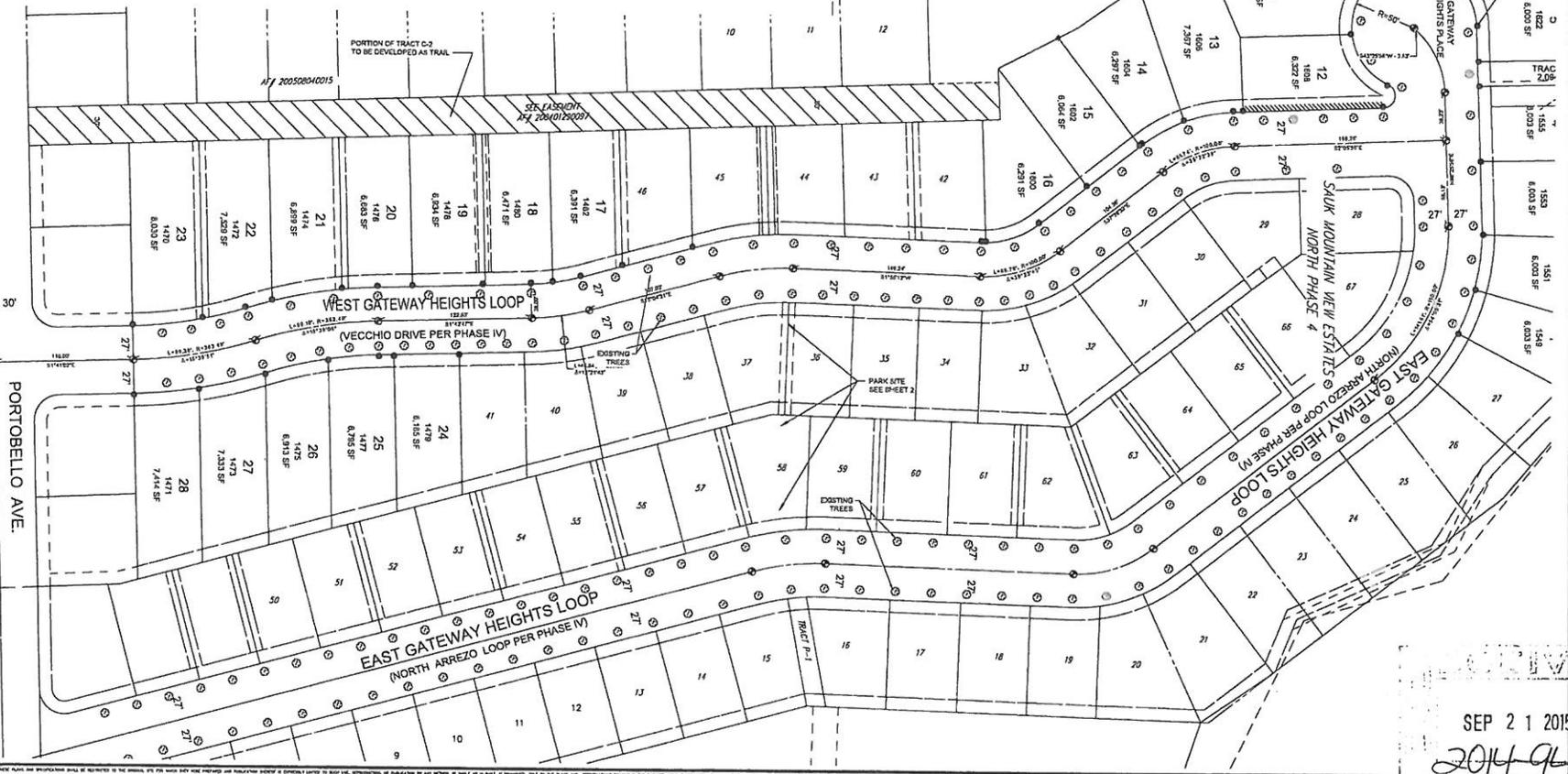
ROOT BARRIER:

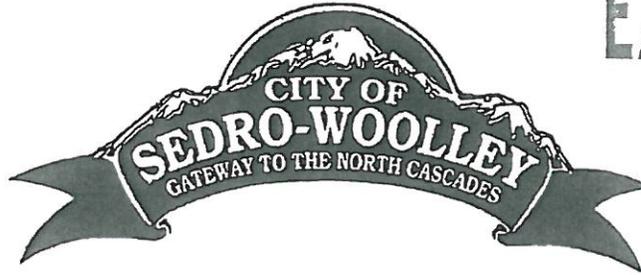
1. Root barrier shall be rigid High Impact Polypropylene treated with UV inhibitors, minimum 18" height, with 1/2" raised vertical ribs 8" on center, or approved equal.
2. Install root barrier in continuous 24" strips, centered on tree, next to sidewalk and curb according to manufacturer's directions. Exposed edges shall not extend more than 1/2" above finished grade.

STAKING:

1. Use 2, 1-1/2" by 8'-0" rebar tree stakes. Do not drive stake through root ball.
2. Attach tree to stakes with canvas web belling or rubber, using a figure-8 formation.
3. Remove tags after inspection.

STREET TREE PLANTING DETAIL
DWG. NO. 3-29





SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [\[help\]](#)

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

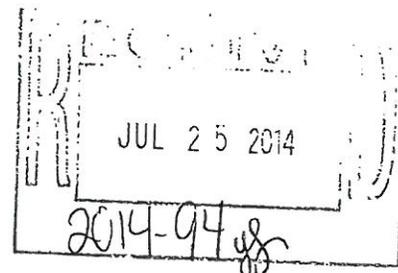
The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

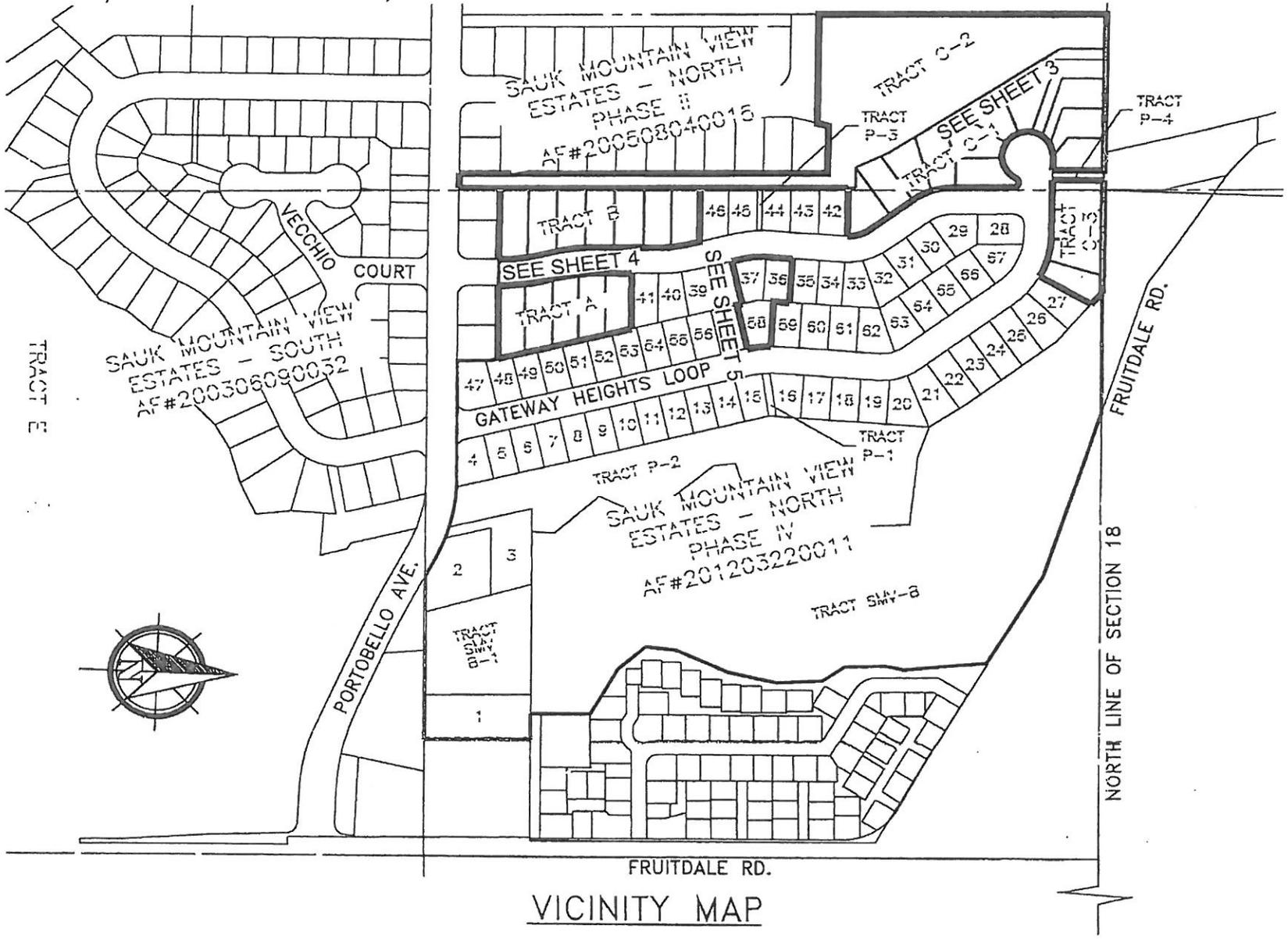
Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for non-project proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the supplemental sheet for nonproject actions (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements -that do not contribute meaningfully to the analysis of the proposal.



May 12, 2014



VICINITY MAP

A. BACKGROUND

1. Name of proposed project, if applicable:
Sauk Mountain View Estates Phase V: a planned residential development
2. Name of applicant
T. Jones Inc. & Dukes Hill LLC
3. Address and phone number of applicant and contact person:
Applicant: Dukes Hill LLC/Rob Janicki, 103 N. Township, Sedro Woolley, WA 98284
Phone: (360) 856-2068

Contact: Ronald T. Jepson, 222 Grand Avenue Suite C. Bellingham, WA 98225
Phone: (360) 733-5760
4. Date checklist prepared:
July 2 2013
5. Agency requesting checklist:
Sedro Woolley Building & Planning Department
6. Proposed timing or schedule (include phasing, if applicable)
Project to commence within 180 days of City Approval
7. Do you have plans for future additions, expansion, or further activity related to or connected with this proposal?
None
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

See: Stormwater report for Phase IV of this plat, which covered lots now being platted
See: Wetland Report and Wetland Mitigation Report prepared for Sauk Mountain View Estates PRD.
9. Do you know whether applications are pending for other government approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.
None known at this time
- 10: List any government approvals or permits that will be needed for your proposal, if known.
 - Approval of a Planned Residential Development for the proposed 28 new lots
 - Building permit for residential units on the new lots

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You need not repeat those answers on this page.

All streets and utilities were previously installed, but the tracts that are now being developed were not approved as individual lots at the time of project completion. The proposed 28 lots would nearly complete the development potential of presently installed streets and utilities.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and a section, township, and range, if known. If a proposal would occur over a range of an area, provide the range or the boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist.

The project is located within the NW of NE of Section 18, TWP 35 N, R 5 E, W.M. along Vecchio Drive north of Portobello and along the north end of North Arrezo Loop (see attached vicinity map).

B. ENVIRONMENTAL ELEMENTS

1. EARTH

a. General description of the site (circle one): flat, rolling, steep slopes, mountainous, other...

Project site is developed with gentle slope to the east

b. What is the steepest slope on the site?

Steepest slope is about %15

c. What general types of soil are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and know and note any prime farmland.

Heavy glacial till with little topsoil. no evidence of agricultural soils

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

None

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.

Some excavation will be required for individual house foundations, but none for plat approval.

f. Could erosion occur as a result of clearing, construction, or use? If so generally describe.
No

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?
35%

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:
Best Management Practices will be utilized for erosion control during individual house foundation excavation

2. AIR

a. What types of emissions to the air would result from the proposal (i.e. dust, automobile, odors, and industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximant quantities if known.

Only those produced by construction equipment during the construction of houses

b. Are there any off-site sources of emissions that may affect your proposal? If so, generally describe.

None known

c. Proposed measures to reduce or control emissions or other impacts to air, if any:
None

3. WATER

a. Surface

1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, and wetlands)? If yes, describe types and provide names. If appropriate, state what stream or river it flows into.

There is an intermittent stream to the east, a tributary to Brickyard Creek

2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Not regarding the plat, only regarding individual building permits

3. Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

None

4. Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No

5. Does the proposal lie within a 100-year floodplain? If so, note location on the plain site.

No

6. Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

All storm water is discharged into a previously approved and installed stormwater treatment and discharge system.

b. GROUND

1. Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.

Storm water runoff will be through previously approved and installed outfall structures

2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage; industrial, containing the following chemicals...; agricultural etc.). Describe the general size of the system, the number of systems, the number of houses to be served (if applicable), or the number of animals and humans the system(s) are expected to serve.

Lots will accommodate 28 residential units, and all units will be served by the previously installed city of Sedro Woolley Sewer and Stormwater system

c. WATER RUNOFF (INCLUDING STORMWATER):

SEE ABOVE

1. Describe the source of runoff (including stormwater) and the method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Stormwater from lots goes to the street drains, then through treatment ponds owned and operated by the Sauk Mountain Homeowners' Association. The pond then empties into Brickyard Creek.

2. Could waste materials enter ground or surface waters? If yes, generally describe.

Not likely

d. PROPOSED MEASURES TO REDUCE OR CONTROL SURFACE, GROUND, AND RUNOFF WATER IMPACTS, IF ANY:

All stormwater will be controlled and handled according to Best Management Practices

4. PLANTS

a. check or circle types of vegetation found on the site:

Deciduous Tree: alder, maple, aspen, other

Evergreen tree: fir, cedar, pine, other

Shrubs

Grass

Pasture

Crop or grain

Wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

Water plants: water lily, eelgrass, milfoil, other

Other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

None during development. Ground will be totally disturbed during construction of houses. This will only affect weeds and common native plants.

c. List threatened or endangered species known to be on or near site

None known

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Some street trees added in planting strip per City of Sedro Woolley specifications

e. List all noxious weeds and invasive species known to be on or near the site.

Himalaya Blackberries

5. ANIMALS

a. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:

Birds: hawk, heron, eagle, songbirds, other

Mammals: deer, bear, elk, beaver, other

Fish: bass, salmon, trout, herring, shellfish, other

b. List any threatened or endangered species known to be on or near the site:

None known

c. Is this site part of a migration route? If so, explain.

No migration routes known in this area

d. Proposed measures to preserve or enhance wildlife, if any:

None

e. List any invasive species known to be on the site.

None

6. ENERGY AND NATURAL RESOURCES

a. What kinds of energy (electric, natural gas, oil, wood stoves, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electricity and natural gas will be available to lots. Solar energy will not be affected. Use by homeowners is not known at this time.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No, all housing units will abide by height limits set by zoning code

c. What kinds of energy conservation features are included in the plans of the proposal? list other proposed measures to reduce or control energy impacts, if any.

None known at this time

7. ENVIRONMENTAL HEALTH

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

No

1. Describe special emergency services that might be required.

None; emergency services would be those normally required by a residential subdivision.

2. Proposed measures to reduce or control environmental health hazards, if any:

None known at this time

b. Noise

1. What types of noise exist in the area which might affect your project (for example: traffic, equipment, operation, other)?

None known at this time

2. What types and levels of noise would be created by or associated with the project on a short-term and long-term basis (for example: traffic, construction, operation, other)? Indicate what hour noise would come from the site.

Only those normally associated with a residential subdivision

3. Proposed measures to reduce or control noise impacts, if any:

None

8. LAND AND SHORELINE USE

a. What is the current use of the site and adjacent properties?

Residential and vacant

b. Has the site been used for agriculture? If so, describe.

No

c. Describe any structures on the site.

None

d. Will any structures be demolished? If so, what?

No

e. What is the zoning classification of the site?

R-5

f. What is the current comprehensive plan designation of the site?

R-5 according to the Sedro Woolley comp plan

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

No

i. Approximately how many people would reside or work in the completed project?

28 units X 2.5 = 70

j. Approximately how many people would the completed project displace?

None

k. Proposed measures to avoid or reduce displacement impacts, if any:

None

I. Proposed measures to ensure the proposal is compatible with existing and projected land use plans, if any:

Lots now would be slightly larger, but all lots will meet present zoning code for Sedro Woolley

9. HOUSING

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low income housing.

28 middle income houses

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low income housing.

None

c. Proposed measures to reduce or control housing impacts, if any:

None

10. AESTHETICS

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principle exterior building material(s) proposed?

All units would meet present zoning code height limits

b. What views in the immediate vicinity would be altered or obstructed?

None

c. Proposed measures to reduce or control aesthetic impacts, if any;

None

11. LIGHT AND GLARE

a. What type of light or glare will the project produce? What time of day would it mainly occur?

Only street lights to meet Sedro Woolley street standards

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No

c. What existing off-site sources of light or glare might affect your proposal?

None

- d. Proposed measures to reduce or control light and glare impacts, if any:
None

12. RECREATION

- a. What designated and informal recreational activities are in the immediate vicinity?
A slight modification of Sauk Mountain Estates Phase IV to improve the east west trail access to a tot lot being added.
- b. Would the proposed project displace any existing recreational uses? If so, describe.
No
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:
Trails, open space and golf course were dealt with in previous development phases

13. HISTORIC AND CULTURAL PRESERVATION

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.
None known
- b. Generally describe any landmarks or evidence of historic, archaeological, scientific or cultural importance known to be on or next to the site.
None known
- c. Proposed measures to reduce or control impacts, if any:
None

14. TRANSPORTATION

- a. identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.
All lots are located on improved public streets. Access to the plat from WA State Route 20 is northerly along Fruitdale Road, then west on Portobello Ave.
- b. Is the site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?
Public Transit is available at the intersection of Portobello and Fruitdale Road
- c. How many parking spaces would the completed project have? How many would the project eliminate?

Each lot has a minimum of two parking spaces

d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

None will be required

e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

28 @ 10 TPD = 280 TPD total

g. Proposed measures to reduce or control transportation impacts, if any:

None known at this time

15. PUBLIC SERVICES

a. Would the project result in an increased need for public services (for example, fire protection, police protection, health care, schools, other)? If so, generally describe.

Only those normally required for the 28 residential units

b. Proposed measures to reduce or control direct impacts on public services, if any:

None known at this time. Previous Sauk Mountain subdivisions did dedicate an area for a fire station

16. UTILITIES

a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

All utilities currently installed servicing proposed lots

c. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: *Terry A. Hoyer*

Date Submitted July 3rd 2014

John Coleman

From: Gresham, Doug (ECY) <DGRE461@ECY.WA.GOV>
Sent: Friday, September 05, 2014 12:10 PM
To: John Coleman
Subject: RE: Sauk Mountain View Estates Phase 4

EXHIBIT a ✓

John,

Thanks for the clarification. Now that I understand the history of the site, we don't have any issues.

Doug Gresham, PWS
Washington State Department of Ecology
3190 - 160th Ave. SE
Bellevue, WA 98008
Phone: (425) 649-7199
Email: Doug.Gresham@ecy.wa.gov

From: John Coleman [<mailto:jcoleman@ci.sedro-woolley.wa.us>]
Sent: Friday, September 05, 2014 8:35 AM
To: Gresham, Doug (ECY)
Subject: RE: Sauk Mountain View Estates Phase 4

Yes, I can get you that info. I should point out that the site work was approved and completed in roughly 2002. The original application included all the sites on that street, but they changed another part of the project (Phase 2) to have 28 more lots. The original SEPA (issued November 26, 2001 – Attached) and Long Plat approval limited the number of lots they had to 213. Thus they took units approved in Phase 4 and moved them to Phase 2 – robbing Peter to pay Paul. Now they are going through the process to officially re-establish the 28 lots that were moved out of phase 4.

Clear as mud, I'm sure. I also left you a voicemail in attempt to clarify. Please contact me so I can try to clarify and let me know if you want the wetland report.

*John Coleman, AICP
Planning Director
Sedro-Woolley Planning Department
(360) 855-0771*

From: Gresham, Doug (ECY) [<mailto:DGRE461@ECY.WA.GOV>]
Sent: Tuesday, August 26, 2014 9:25 AM
To: John Coleman
Subject: Sauk Mountain View Estates Phase 4

John,

I am reviewing the Sauk Mountain View Estates Phase 4 development during the SEPA comment period. I just realized that the public comment period ends today and I need to get my letter in. Do you have a copy of the wetland report that I could review? Sorry for the short notice but I just heard about this project.

Doug Gresham, PWS
Washington State Department of Ecology
3190 - 160th Ave. SE
Bellevue, WA 98008
Phone: (425) 649-7199
Email: Doug.Gresham@ecy.wa.gov

NOTICE OF APPLICATION AND SEPA COMMENT PERIOD CITY OF SEDRO-WOOLLEY PLANNING DEPARTMENT

Description of proposal/application: The city has received an application for a proposed 28-lot residential subdivision. The project is referred to as Sauk Mountain View Estates North Phase 5. The lots are proposed on reserve tracts within the previously approved and completed subdivision of Sauk Mountain View Estates Phase 4. The roads and utilities are already in place and the project will not require significant site work. The project is being processed as a subdivision and following the regulations for long plats and planned residential developments (PRD). File # 2014-094.

Proponent: Dukes Hill, LLC
Contact: Erin Klinger
103 N. Township Street
Sedro-Woolley, WA 98284

Location of project, including street address if any: Tracts A, B, C-1, C-2, C-3 and Lots 36, 37 and 58 of Sauk Mountain View Estates – North Phase IV. Located on Vecchio Drive and North Arrezzo Loop, Sedro-Woolley, WA 98284.

Environmental Review: The optional DNS process in WAC 197-11-355 is being used. Agencies, tribes, and the public are encouraged to review and comment on the proposed project and its probable environmental impacts. The City of Sedro-Woolley has reviewed the proposed project for probable adverse environmental impacts and expects to issue a mitigated determination of non-significance (MDNS) for this project. The MDNS will likely include the following conditions and any other conditions that may be necessary to address concerns raised during this comment period:

1. Hours of construction shall be limited to 7:00 a.m. to 9:00 p.m. weekdays and 8:00 a.m. to 9:00 p.m. weekends as required in SWMC 9.46.020;
2. Comply with Northwest Clean Air Agency Regulations during construction activities;
3. Any water discharged to the City stormwater system as a result of this project must be approved by and comply with conditions of the Public Works Department;
4. Provide a temporary erosion and sedimentation control plan for approval by the city engineer;
5. Complete stormwater system modifications per the Sauk Mountain View North Alternate Drainage Report and the recommendations of Freeland and Associates, Inc.;
6. All construction traffic shall use temporary construction access as approved by the Public Works Department;
7. Obtain and comply with conditions of a NPDES stormwater general permit from the Department of Ecology as may be required; and
8. Construction shall comply with all local, state and federal regulations, including Sedro-Woolley Municipal Code Title 13.36 Stormwater Management Standards; Title 13.40 Stormwater Facilities Maintenance; Title 15.40 Public Works Construction Standards; Title 17 Zoning; Sedro-Woolley Public Works Design Standards and the Sedro-Woolley Comprehensive Plan.

Documents are available for review at: The City of Sedro-Woolley Planning Department, 325 Metcalf Street, Sedro-Woolley, WA 98284, Monday through Friday, 8:00 AM to 5:00 PM. Environmental documents available include a SEPA checklist and wetland study. For more information, contact John Coleman at the Sedro-Woolley Planning Department at (360) 855-0771 or by email: jcoleman@ci.sedro-woolley.wa.us.

Public Comment Period: The lead agency for this proposal has NOT yet made a threshold determination of whether or not the proposed project has a probable significant adverse impact on the environment. Interested persons may comment on the application and/or the anticipated SEPA determination, receive notice, participate in any hearings and request a copy of the decision. **Public comments must be received by 4:30 p.m. August 26, 2014** and should be submitted to the City of Sedro-Woolley Planning Department, 325 Metcalf Street, Sedro-Woolley, WA 98284. Comments may be mailed or personally delivered and should be as specific as possible. **This may be your only opportunity to comment on the environmental impacts of the proposed project.**

John Coleman, Planning Director
City of Sedro-Woolley Planning Department

Published in Skagit Valley Herald on August 13, 2014

SAUK MOUNTAIN VIEW ESTATES NORTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE V AND PLAT ALTERATION OF PHASE IV FILED UNDER AF# 201203220011

A PORTION OF THE NE 1/4 OF THE NW 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN
CITY OF SEDRO-WOOLLEY, CITY OF SEDRO-WOOLLEY, SKAGIT COUNTY, WASHINGTON STATE

APPROVALS

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

DIRECTOR OF BUILDING AND PLANNING _____ DATE _____

DIRECTOR OF PUBLIC WORKS/CITY ENGINEER _____ DATE _____

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY OF SEDRO-WOOLLEY TREASURER'S CERTIFICATE

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

CITY TREASURER _____ DATE _____

SKAGIT COUNTY TREASURER'S CERTIFICATE

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

SKAGIT COUNTY TREASURER _____ DATE _____

SURVEYORS CERTIFICATE

I, RONALD T. JEPSON, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF "SAUK MOUNTAIN VIEW ESTATES - NORTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE V" IS BASED ON AN ACTUAL SURVEY WHICH IS TRACEABLE AND BASED ON A TRUE SUBDIVISION OF THE SECTION AND THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT LOT CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN ON THE PLAT AND STREET MONUMENTS WERE SET AT THE COMPLETION OF STREET CONSTRUCTION.

REGISTERED LAND SURVEYOR _____ DATE _____

COVENANTS, CONDITIONS, & RESTRICTIONS

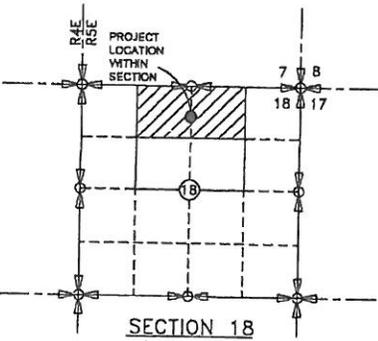
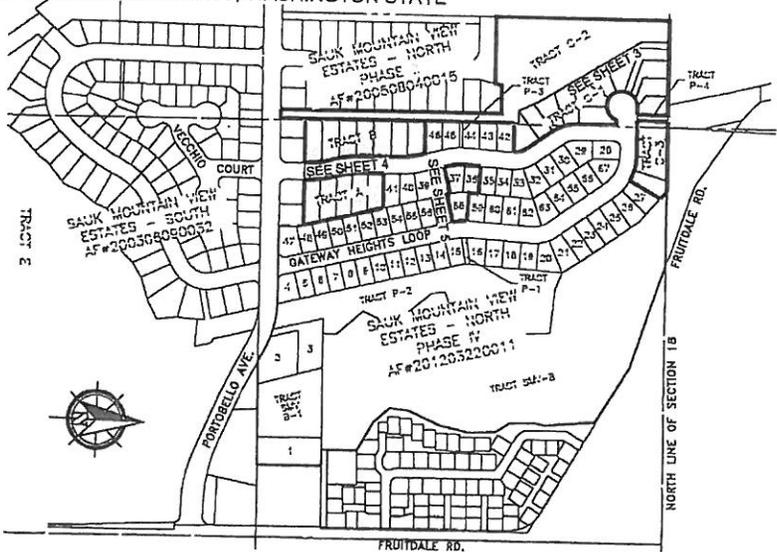
THIS PLAT OF SAUK MOUNTAIN VIEW ESTATES-NORTH-A PLANNED RESIDENTIAL DEVELOPMENT PHASE 5 IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS AS WERE RECORDED FOR SAUK MOUNTAIN VIEW ESTATES NORTH - PHASE II/IV HOMEOWNERS ASSOCIATION, RECORDED UNDER AUDITORS FILE# 200807180165, RECORDS OF THE SKAGIT COUNTY AUDITOR'S OFFICE, AND AS MODIFIED BY AUDITOR'S FILE# _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON THIS _____ DAY OF _____ 201_ AT _____ A.M./P.M. AT THE REQUEST OF _____

AND IS RECORDED UNDER AUDITOR'S FILE NUMBER _____

AUDITOR OF SKAGIT COUNTY _____



PLAT ALTERATION

THE PLAT OF SAUK MOUNTAIN VIEW ESTATES NORTH A PLANNED RESIDENTIAL DEVELOPMENT PHASE 4 IS HEREBY MODIFIED BY THIS PLAT MAP. LOT 88 IS HEREBY MODIFIED FROM SINGLE FAMILY RESIDENTIAL TO A PARK OWNED BY THE HOMEOWNER'S ASSOCIATION. LOTS 36 & 37 ARE HEREBY MODIFIED TO ADD A 10' ACCESS EASEMENT FOR THE BENEFIT OF THE HOMEOWNER'S ASSOCIATION.

LEGAL DESCRIPTION - PHASE V

TRACTS A, B, C-1, C-2 AND C-3 OF SAUK MOUNTAIN VIEW ESTATES-NORTH, A PLANNED RESIDENTIAL DEVELOPMENT-PHASE IV AS RECORDED UNDER SKAGIT COUNTY AUDITORS' NUMBER 201203220011.

LEGAL DESCRIPTION - PLAT ALTERATION

LOTS 36, 37 & 88 OF SAUK MOUNTAIN VIEW ESTATES-NORTH, A PLANNED RESIDENTIAL DEVELOPMENT-PHASE IV AS RECORDED UNDER SKAGIT COUNTY AUDITORS' NUMBER 201203220011.



RECEIVED
MAY 29 2014

Job Number: 13009
Date: 5/21/2014

CITY OF SEDRO-WOOLLEY
PLANNING & PERMIT CENTER

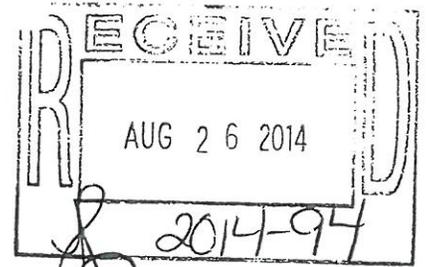
1 OF 5



RONALD T. JEPSON & ASSOC.

REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS | 222 GRAND AVE., SUITE C, BELLINGHAM, WA 98225
PHONE: (360) 733-5760 | FAX: (360) 647-8939 | EMAIL: RJEPSON@JEPSONENGINEERING.COM

Lin Holdeman II
24412 Willida Lane
Sedro-Woolley, WA 98284
August 26, 2014



John Coleman
Director, Sedro-Woolley Planning Dept.
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

EXHIBIT avi

Mr. John Coleman:

This letter is in regard to a Notice of Application and SEPA Comment Period, I received. I own property located directly North of the Dukes Hill, LLC project on North Vecchio Drive. I am interested in this developing area and its effects on my residence.

Having purchased and lived at 24412 Willida Lane for the past two plus years, this area of development is of no surprise. I would like, however, to use this opportunity to express my concerns and request regarding the future of this property.

My family and I have been burglarized since owning my house, we have witnessed several illegal drug sales, and numerous youthful activities (such as campfires, and parties, and "driving lessons") in the proposed development.

I would like to ask for consideration of my privacy and right to quiet enjoyment of my property. I would ask for a screen of some appropriate fashion be erected and maintained between my country home and the approaching urban development. There is currently a wood and brush line separating the properties. I expect this will be removed/or compromised as the building process gets under way. I propose something along these lines: chain link fence, heavy vegetation (the existing black berry bushes are OK), rock walls or similar deterrents.

Also, cable TV has not available along Willida Lane or Bramble Lane. High Speed Internet was not an option until recently. Comcast has been approached several times by me and my neighbors requesting these services. They have been unable to get permission to bring a cable along/under the utility easement from Vecchio Drive to my property. We would like to request access the existing cable network that is in place along our Southern Property line, using nothing more than the existing easement set aside for the Power Line repair crews.

Lastly, the trees due South of my house, technically fall outside of my property line (as I understand it), have grown very tall. I would guess over 100 ft. Since they stand alone, we are very concerned of them up-rooting during a wind storm and falling to the North, or on my house. If there is any foliage removal to be done, I would ask these to be topped. I ask they DON'T be removed, as for the natural beauty and privacy they

John Coleman
August 26, 2014
Page 2

provide. I would be willing to assist in this any way possible and would appreciate using the wood they produce. In other words, I am willing to remove the tree debris, if someone can handle the shorting of the trees, without destruction of my house.

Thank you for allowing me to comment on the development of this area. Please understand that when I purchased my home, I was fully aware of the pending projects, and am in no way trying to deny or slow down this development. (I didn't know about the internet issue though). I look forward to a peaceful and harmonious neighboring relationship with the current land developers and the new tenants as they arrive. I just ask for a little consideration in the early planning phases.

Sincerely,

Lin Holdeman II

A handwritten signature in black ink, appearing to read "Lin Holdeman II", with a stylized flourish at the end.

SAUK MOUNTAIN VIEW ESTATES NORTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE V AND PLAT ALTERATION OF PHASE IV FILED UNDER AF# 201203220011

A PORTION OF THE NE 1/4 OF THE NW 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN
CITY OF SEDRO-WOOLLEY, CITY OF SEDRO-WOOLLEY, SKAGIT COUNTY, WASHINGTON STATE

APPROVALS

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

DIRECTOR OF BUILDING AND PLANNING _____ DATE _____

DIRECTOR OF PUBLIC WORKS/CITY ENGINEER _____ DATE _____

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY OF SEDRO-WOOLLEY TREASURER'S CERTIFICATE

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CITY TREASURER _____ DATE _____

SKAGIT COUNTY TREASURER'S CERTIFICATE

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SKAGIT COUNTY TREASURER _____ DATE _____

SURVEYOR'S CERTIFICATE

I, RONALD T. JEPSON, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF SAUK MOUNTAIN VIEW ESTATES - NORTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE V IS BASED ON AN ACTUAL SURVEY WHICH IS TRACEABLE AND BASED ON A TRUE SUBDIVISION OF THE SECTION AND THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT LOT CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN ON THE PLAT AND STREET MONUMENTS WERE SET AT THE COMPLETION OF STREET CONSTRUCTION.

REGISTERED LAND SURVEYOR _____ DATE _____

COVENANTS, CONDITIONS, & RESTRICTIONS

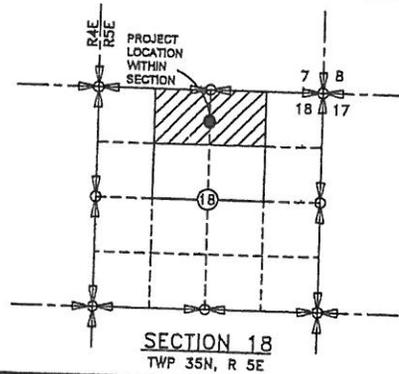
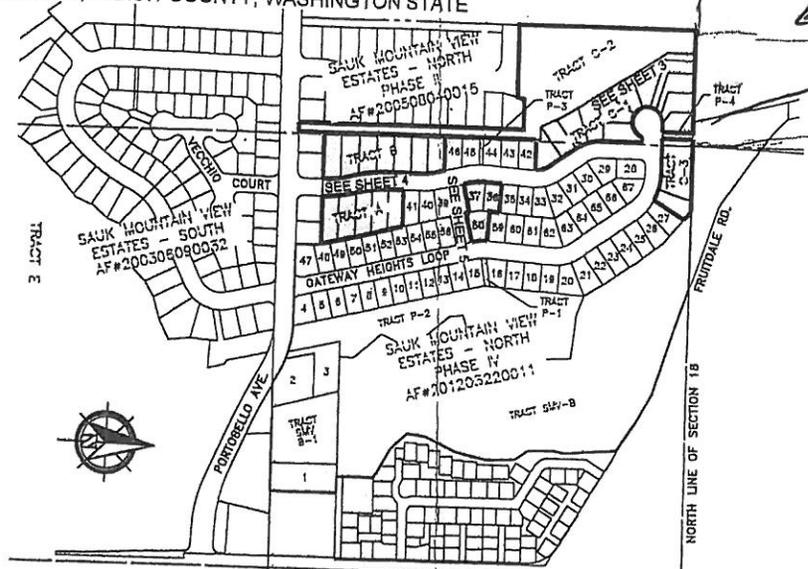
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AUDITOR'S CERTIFICATE

FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON THIS _____ DAY OF _____ 2014 AT _____ A.M./P.M. AT THE REQUEST OF _____

AND IS RECORDED UNDER AUDITOR'S FILE NUMBER _____

AUDITOR OF SKAGIT COUNTY _____



VICINITY MAP
N.T.S.

PLAT ALTERATION

THE PLAT OF SAUK MOUNTAIN VIEW ESTATES NORTH A PLANNED RESIDENTIAL DEVELOPMENT PHASE 4 IS HEREBY MODIFIED BY THIS PLAT MAP. LOT 58 IS HEREBY MODIFIED FROM SINGLE FAMILY RESIDENTIAL TO A PARK OWNED BY THE HOMEOWNER'S ASSOCIATION. LOTS 36 & 37 ARE HEREBY MODIFIED TO ADD A 10' ACCESS EASEMENT FOR THE BENEFIT OF THE HOMEOWNER'S ASSOCIATION.

LEGAL DESCRIPTION - PHASE V

TRACTS A, B, C-1, C-2 AND C-3 OF SAUK MOUNTAIN VIEW ESTATES-NORTH, A PLANNED RESIDENTIAL DEVELOPMENT-PHASE IV AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S NUMBER 201203220011.

LEGAL DESCRIPTION - PLAT ALTERATION

LOTS 36, 37 & 58 OF SAUK MOUNTAIN VIEW ESTATES-NORTH, A PLANNED RESIDENTIAL DEVELOPMENT-PHASE IV AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S NUMBER 201203220011.

RECEIVED

MAY 29 2014

Job Number: 13009

FILED: 4/21/2014

CITY OF SEDRO-WOOLLEY
PLANNING & PERMIT CENTER

RONALD T. JEPSON & ASSOC.

REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS | 222 GRAND AVE., SUITE C, BELLINGHAM, WA 98225
PHONE: (360) 733-5760 | FAX: (360) 647-8939 | EMAIL: RJEPSON@JEPSONENGINEERING.COM



Don Holden
24412
W.H. Duck

CITY OF SEDRO-WOOLLEY SEPA Notice of Threshold Determination Mitigated Determination of Non-significance (MDNS)

Description of proposal/application: A proposed 28-lot residential subdivision. The project is referred to as Sauk Mountain View Estates North Phase 5. The lots are proposed on reserve tracts within the previously approved and completed subdivision of Sauk Mountain View Estates Phase 4. The roads and utilities are already in place and the project will not require significant site work. The project is being processed as a subdivision and following the regulations for long plats and planned residential developments (PRD). File # 2014-094.

Proponent: Dukes Hill, LLC
 Contact: Erin Klinger
 103 N. Township Street
 Sedro-Woolley, WA 98284

Location of project, including street address if any: Tracts A, B, C-1, C-2, C-3 and Lots 36, 37 and 58 of Sauk Mountain View Estates – North Phase IV. Located on Vecchio Drive and North Arrezo Loop, Sedro-Woolley, WA 98284.

Environmental Review: The City of Sedro-Woolley, lead agency for this proposal, has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This determination is based upon the following mitigation being provided by the applicant:

1. Hours of construction shall be limited to 7:00 a.m. to 9:00 p.m. weekdays and 8:00 a.m. to 9:00 p.m. weekends as required in SWMC 9.46.020;
2. Comply with Northwest Clean Air Agency Regulations during construction activities;
3. Any water discharged to the City stormwater system as a result of this project must be approved by and comply with conditions of the Public Works Department;
4. Provide a temporary erosion and sedimentation control plan for approval by the city engineer;
5. Complete stormwater system modifications per the Sauk Mountain View North Alternate Drainage Report and the recommendations of Freeland and Associates, Inc;
6. All construction traffic shall use temporary construction access as approved by Public Works;
7. Obtain and comply with conditions of a NPDES stormwater general permit from the Department of Ecology as may be required;
8. Contribute police impact fees of \$202.96 per unit as per the residential unit fee calculation in the Capital Facilities Element of the City of Sedro-Woolley Comprehensive Plan; and
9. Construction shall comply with all local, state and federal regulations, including Sedro-Woolley Municipal Code Title 13.36 Stormwater Management Standards; Title 13.40 Stormwater Facilities Maintenance; Title 15.40 Public Works Construction Standards; Title 17 Zoning; Sedro-Woolley Public Works Design Standards and the Sedro-Woolley Comprehensive Plan.

The lead agency previously issued a comment period for this proposal under the optional DNS process in WAC 197-11-355. There is no further comment period on this threshold determination. Per SWMC 2.88.170, you may appeal this threshold determination in writing to the City of Sedro-Woolley Planning Department within 14 days from date of publication. Written appeals and appeal fees must be submitted by 4:30 p.m. **Thursday, October 23, 2014**. Contact the Planning Director at the City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, Washington, 98284 or electronically at jcoleman@ci.sedro-woolley.wa.us to read or ask about the procedures for SEPA appeals.

Responsible SEPA Official: Planning Director – City of Sedro-Woolley
Address: 325 Metcalf Street, Sedro-Woolley, WA 98284

Date of Issue: October 10, 2014

Date of publication: October 10, 2014

Signature:



 John Coleman, Planning Director

NOTICE OF PUBLIC HEARING**Tuesday October 20, 2015 at 3:00PM**

Sedro-Woolley City Council Chambers

325 Metcalf Street, Sedro-Woolley, WA 98284

Application: LP-2014-094, Preliminary Plat of Sauk Mountain View Estates North Phase V – A Planned Residential Development

Applicant: T. Jones, Inc. & Dukes Hill, LLC

Contact: Ronald T. Jepson and Associates, ATTN: Terry Unger
222 Grand Ave. Suite C, Bellingham, WA 98225

Location: Skagit County Assessor's parcels P131113, P131114, P131115, P131117, P131119, P131081, P131082 & P131103 located on East & West Gateway Heights Loops in Sedro-Woolley, WA 98284

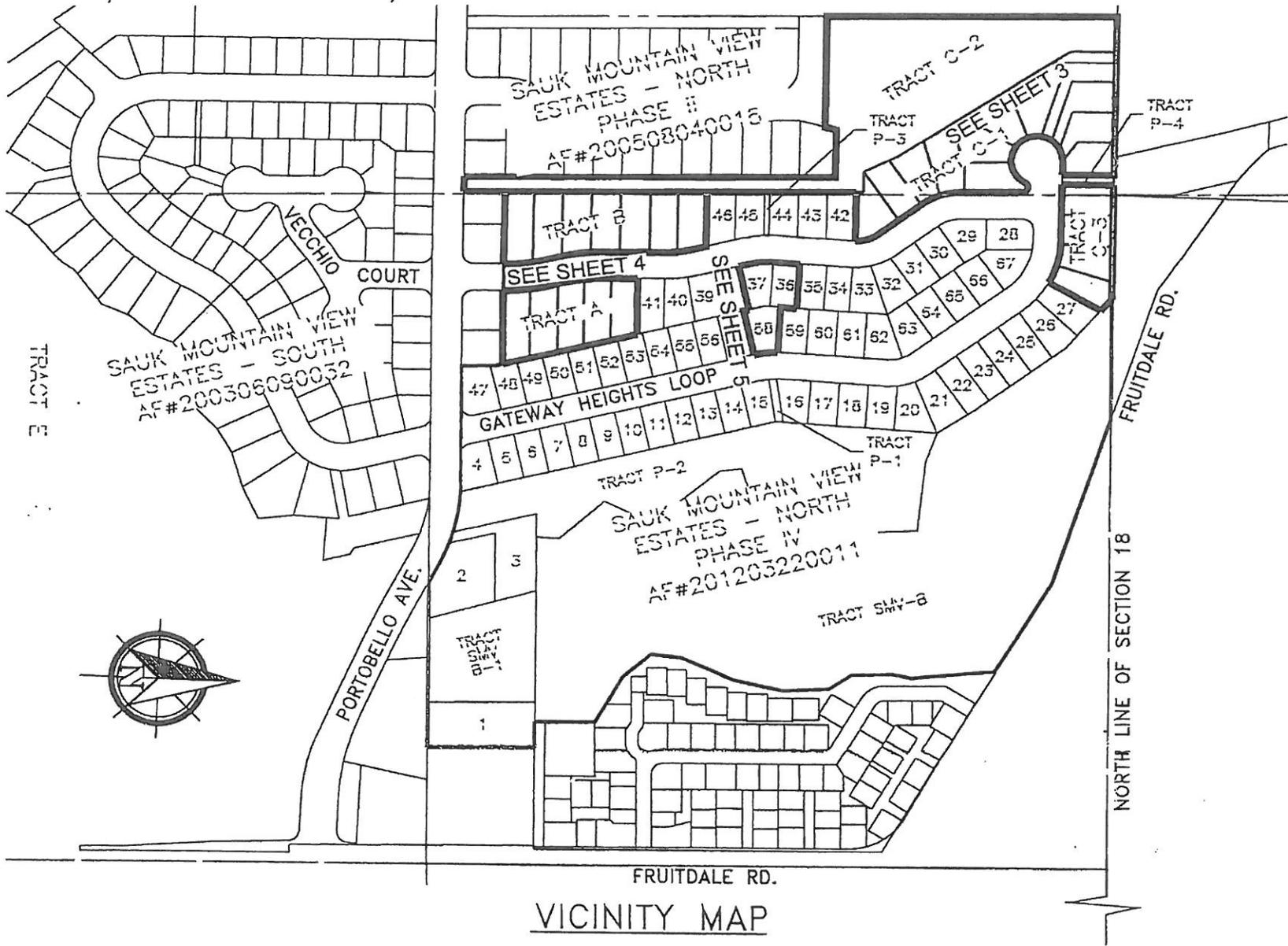
Project: The proposal is to subdivide five (5) "future development" tracts within a previous subdivision (SMVEN – 4) into 28 buildable lots. In addition, one residential lot from the previous subdivision will be converted to a residential play area to be owned by the homeowner association and an easement is proposed across two other existing residential lots to grant secondary access to the new play area. The two residential lots affected by the easement will still be buildable. Improvements for the 28 lots were constructed as part of the previous plat phases and no new roads or infrastructure is necessary. The undeveloped tracts combined are approximately 4.45 acres and are zoned Residential-5. The application was determined complete on August 8, 2014. File #LP-2014-094.

Public Comment: Interested persons may appear and provide testimony at the hearing and request a copy of the decision. Written testimony may also be submitted **until 2:00 PM of the date of the public hearing** to: John Coleman, Planning Director, City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, Washington, 98284, or by email: jcoleman@ci.sedro-woolley.wa.us.

Documents are available for review at: The City of Sedro-Woolley Planning Department, Monday through Friday, 8:00 AM to 5:00 PM. Project documents are available for review at no cost; copies will be provided at the requestor's cost. For more information, contact the Sedro-Woolley Planning Department at (360) 855-0771. A staff report will be available prior to the hearing.

Hearing Examiner: The Sedro-Woolley Hearing Examiner will hold an open record public hearing on the Preliminary Plat of Sauk Mountain View Estates North Phase V at 3:00PM, **Tuesday, October 20, 2015** at the Sedro-Woolley City Council Chambers, 325 Metcalf Street. Based on the information presented to the Hearing Examiner and the testimony at that hearing, the Hearing Examiner will make a recommendation to the City Council whether to approve, approve with conditions or deny preliminary approval of the proposed Preliminary Plat of Sauk Mountain View Estates North Phase V.

Notice Published: Published October 9, 2015 in the Skagit Valley Herald



VICINITY MAP

SAUK MOUNTAIN VIEW ESTATES NORTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE V AND PLAT ALTERATION OF PHASE IV FILED UNDER AF# 201203220011

A PORTION OF THE NE 1/4 OF THE NW 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN
CITY OF SEDRO-WOOLLEY, CITY OF SEDRO-WOOLLEY, SKAGIT COUNTY, WASHINGTON STATE

APPROVALS

THE WITHIN AND FOREGOING LONG PLAT HAS BEEN EXAMINED FOR CONFORMANCE WITH THE PROVISIONS OF TITLE 16, 18 AND 17 OF THE SEDRO-WOOLLEY MUNICIPAL CODE AND IS HEREBY APPROVED THIS ____ DAY OF ____.

DIRECTOR OF BUILDING AND PLANNING _____ DATE _____

DIRECTOR OF PUBLIC WORKS/CITY ENGINEER _____ DATE _____

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY OF SEDRO-WOOLLEY TREASURER'S CERTIFICATE

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

CITY TREASURER _____ DATE _____

SKAGIT COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN ON THE LANDS HEREIN DESCRIBED HAVE BEEN FULLY PAID AND DISCHARGED ACCORDING TO THE RECORDS OF MY OFFICE UP TO AND INCLUDING THE YEAR ____ AND THAT A DEPOSIT HAS BEEN PAID TO COVER ANTICIPATED TAXES UP TO AND INCLUDING THE YEAR ____.

SKAGIT COUNTY TREASURER _____ DATE _____

SURVEYORS CERTIFICATE

I, RONALD T. JEPSON, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF "SAUK MOUNTAIN VIEW ESTATES - NORTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE V" IS BASED ON AN ACTUAL SURVEY WHICH IS TRACEABLE AND BASED ON A TRUE SUBDIVISION OF THE SECTION AND THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT LOT CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN ON THE PLAT AND STREET MONUMENTS WERE SET AT THE COMPLETION OF STREET CONSTRUCTION.

REGISTERED LAND SURVEYOR _____ DATE _____

COVENANTS, CONDITIONS, & RESTRICTIONS

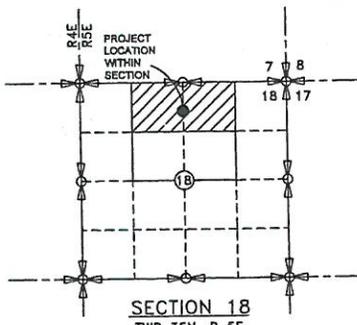
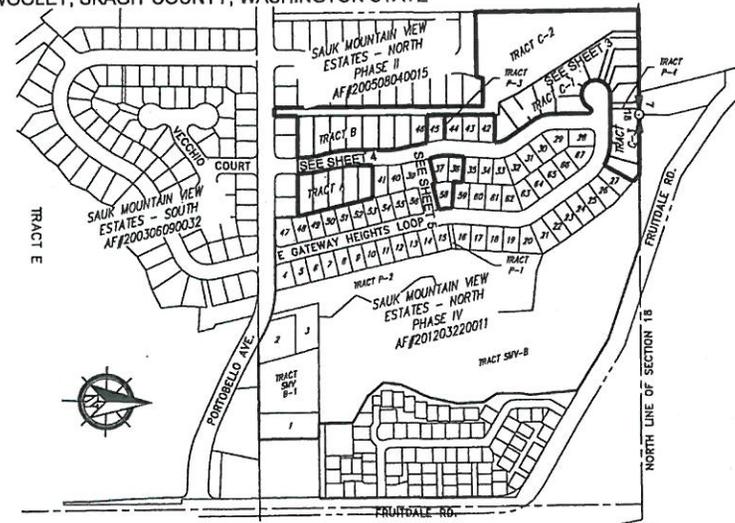
THIS PLAT OF SAUK MOUNTAIN VIEW ESTATES-NORTH-A PLANNED RESIDENTIAL DEVELOPMENT PHASE V IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS AS WERE RECORDED FOR SAUK MOUNTAIN VIEW ESTATES NORTH - PHASE IIIV HOMEOWNERS ASSOCIATION, RECORDED UNDER AUDITORS FILE# 200507180186, RECORDS OF THE SKAGIT COUNTY AUDITOR'S OFFICE, AND AS MODIFIED BY AUDITOR'S FILE# _____.

AUDITOR'S CERTIFICATE

FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON THIS ____ DAY OF _____, 2011, AT _____ A.M./P.M. AT THE REQUEST OF _____.

AND IS RECORDED UNDER AUDITOR'S FILE NUMBER _____.

AUDITOR OF SKAGIT COUNTY _____



PLAT ALTERATION

THE PLAT OF SAUK MOUNTAIN VIEW ESTATES NORTH-A PLANNED RESIDENTIAL DEVELOPMENT PHASE IV IS HEREBY MODIFIED BY THIS PLAT MAP. LOT 88 IS HEREBY MODIFIED FROM SINGLE FAMILY RESIDENTIAL TO A PARK OWNED BY THE HOMEOWNERS ASSOCIATION. LOTS 36 & 37 AND LOTS 42-46 ARE HEREBY MODIFIED TO ADD EASEMENTS AS SHOWN ON THIS PLAT. A 16.8' UTILITY EASEMENT LOCATED IMMEDIATELY EAST OF TRACT P-4 IS VACATED BY THIS PLAT.

LEGAL DESCRIPTION - PHASE V

TRACTS A, B, C-1, C-2, C-3 AND P-4 OF SAUK MOUNTAIN VIEW ESTATES-NORTH, A PLANNED RESIDENTIAL DEVELOPMENT-PHASE IV AS RECORDED UNDER SKAGIT COUNTY AUDITORS' NUMBER 201203220011.

LEGAL DESCRIPTION - PLAT ALTERATION

LOTS 36 & 37, LOTS 42-46 & LOT 88 OF SAUK MOUNTAIN VIEW ESTATES-NORTH, A PLANNED RESIDENTIAL DEVELOPMENT-PHASE IV AS RECORDED UNDER SKAGIT COUNTY AUDITORS' NUMBER 201203220011.



RONALD T. JEPSON & ASSOC.

REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS | 222 GRAND AVE., SUITE C, BELLINGHAM, WA 98225
PHONE: (360) 733-5760 | FAX: (360) 647-8939 | EMAIL: RJEPSON@JEPSONENGINEERING.COM

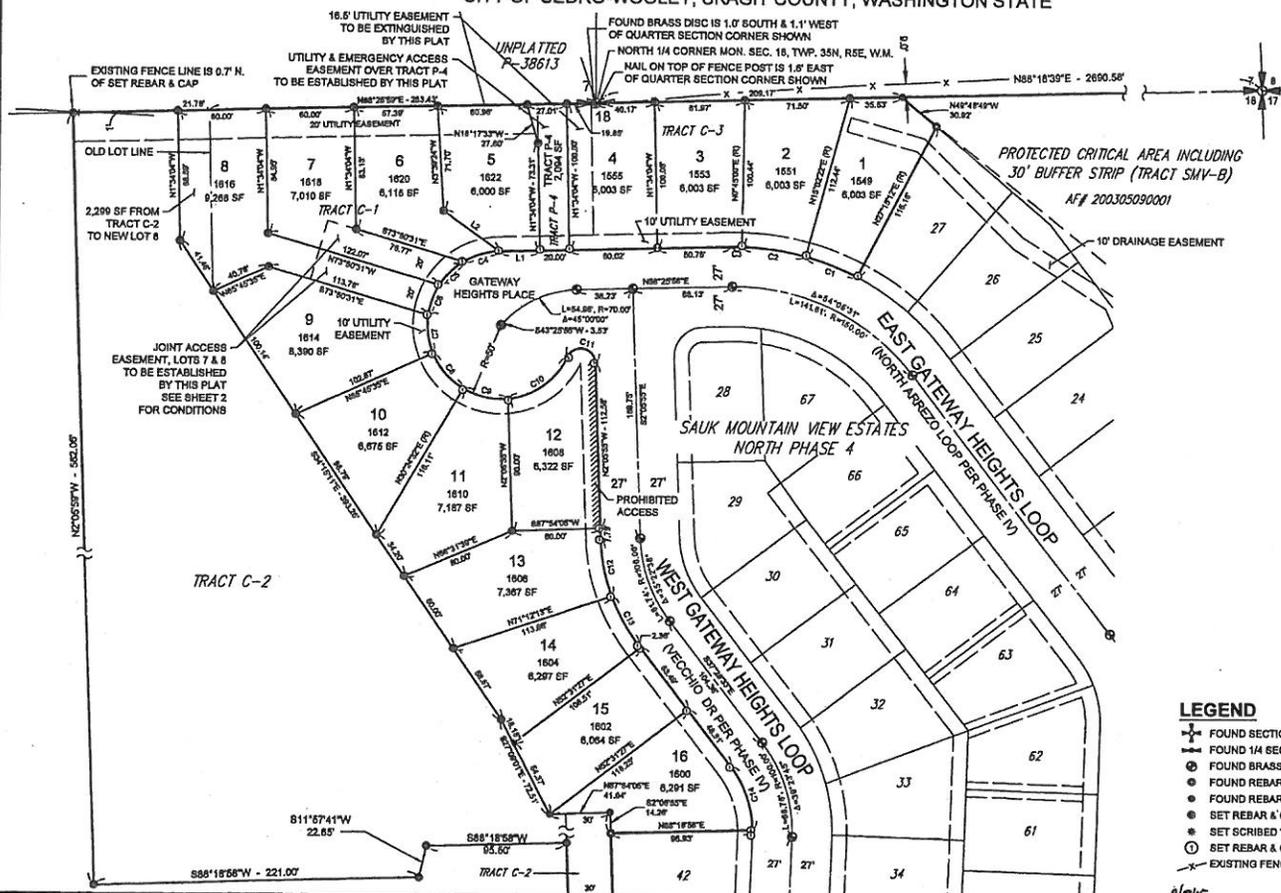


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SEP 21 2015
2014-948
EXHIBIT A-X

SAUK MOUNTAIN VIEW ESTATES NORTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE V AND PLAT ALTERATION OF PHASE IV FILED UNDER AF# 201203220011

A PORTION OF THE NE 1/4 OF THE NW 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN
CITY OF SEDRO-WOOLEY, SKAGIT COUNTY, WASHINGTON STATE



Curve Table			
Curve #	Length	Radius	Delta
C1	37.73	177.00	12°12'51"
C2	44.14	177.00	14°17'21"
C3	7.15	177.00	2°19'04"
C4	25.76	50.00	29°32'50"
C5	23.17	50.00	28°33'21"
C6	21.85	50.00	25°09'26"
C7	28.24	50.00	30°04'05"
C8	32.02	50.00	36°41'43"
C9	31.80	50.00	36°28'32"
C10	51.49	50.00	59°00'12"
C11	26.89	10.00	152°56'10"
C12	40.17	127.00	18°07'20"
C13	38.26	127.00	17°18'18"
C14	46.87	73.00	36°38'00"

Parcel Line Table		
Line #	Length	Direction
L1	27.68	N88°25'56"E
L2	47.23	S84°41'03"E

PLAN NOTE
EASEMENTS SHOWN ARE OF RECORD AS SHOWN ON SAUK MOUNTAIN VIEW ESTATES NORTH PHASE IV AF# 201203220011 UNLESS NOTED OTHERWISE.

ADDRESSES
LOTS 1-4 ARE ADDRESSED ON EAST GATEWAY HEIGHTS LOOP.
LOTS 5-12 ARE ADDRESSED ON GATEWAY HEIGHTS PLACE.
LOTS 13-16 ARE ADDRESSED ON WEST GATEWAY HEIGHTS LOOP.

- LEGEND**
- ⊕ FOUND SECTION CORNER
 - ⊕ FOUND 1/4 SEC CORNER
 - ⊕ FOUND BRASS DISK IN CONC. MON.
 - ⊕ FOUND REBAR & CAP, #9361
 - ⊕ FOUND REBAR & CAP IN CONCRETE, #9361
 - ⊕ SET REBAR & CAP, #9361
 - ⊕ SET SCRIBED 'X'
 - ⊕ SET REBAR & CAP, #9361 ON 1' OFFSET INTO LOT
 - - - EXISTING FENCE LINE



RONALD T. JEPSON & ASSOC.

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PHONE: (360) 733-5760 | FAX: (360) 647-8939 | EMAIL: RJEPSON@JEPSONENGINEERING.COM



0 50 100	
SCALE: 1" = 80'	
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SAUK MOUNTAIN VIEW ESTATES NORTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE V AND PLAT ALTERATION OF PHASE IV FILED UNDER AF# 201203220011

A PORTION OF THE NE 1/4 OF THE NW 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN
CITY OF SEDRO-WOOLEY, SKAGIT COUNTY, WASHINGTON STATE

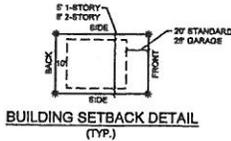
Curve #	Length	Radius	Delta
C15	35.73	336.49	6°05'04"
C16	21.80	390.49	3°11'57"
C17	28.11	390.49	4°07'28"
C18	17.42	173.00	6°46'00"
C19	22.93	173.00	7°35'36"

PLAN NOTES

- EASEMENTS SHOWN ARE OF RECORD AS SHOWN ON SAUK MOUNTAIN VIEW ESTATES NORTH PHASE IV AF# 201203220011 UNLESS NOTED OTHERWISE.
- RIGHT-OF-WAY AND CENTER LINES ON WEST PORTION OF GATEWAY HEIGHTS LOOP HAVE BEEN MODIFIED FROM THE ORIGINAL PLATS TO ELIMINATE NON-TANGENT CURVES AND NON-PARALLEL RIGHT-OF-WAYS.

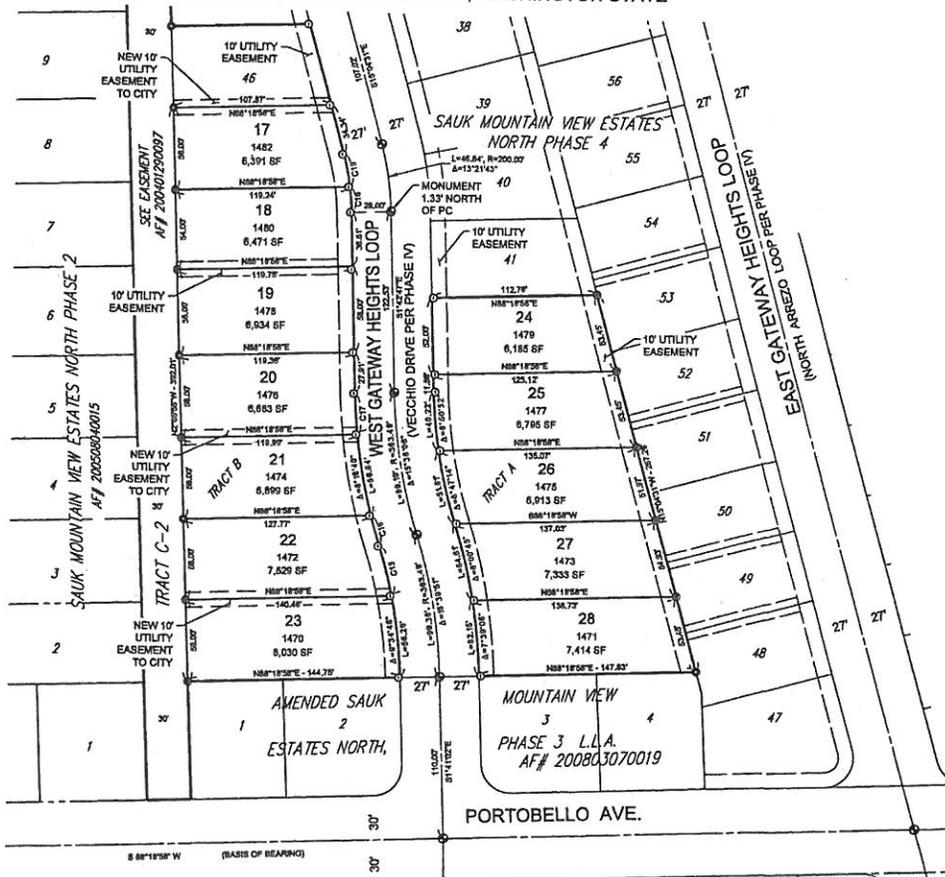
ADDRESSES

LOTS 17-28 ARE ADDRESSED ON WEST GATEWAY HEIGHTS LOOP.



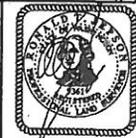
LEGEND

- ✦ FOUND SECTION CORNER
- ⊕ FOUND 1/4 SEC CORNER
- ⊙ FOUND BRASS DISK IN CONC. MON.
- ⊙ FOUND REBAR & CAP, #9361
- ⊙ FOUND REBAR & CAP IN CONCRETE, #9361
- ⊙ SET REBAR & CAP, #9361
- ⊙ SET SCRIBED "X"
- ⊙ SET REBAR & CAP, #9361 ON 1' OFFSET INTO LOT



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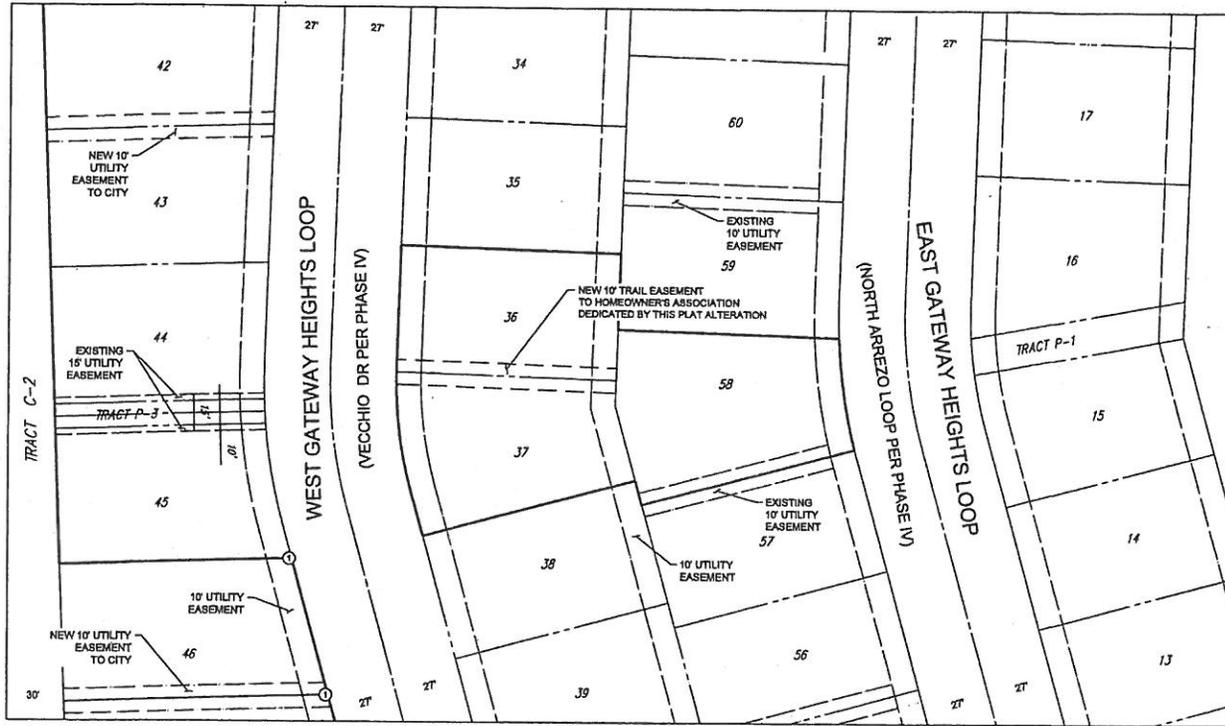


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SCALE: 1" = 50'		
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**SAUK MOUNTAIN VIEW ESTATES NORTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE V
AND PLAT ALTERATION OF PHASE IV FILED UNDER AF# 201203220011**

A PORTION OF THE NE 1/4 OF THE NW 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN
CITY OF SEDRO-WOOLEY, SKAGIT COUNTY, WASHINGTON STATE

PHASE IV PLAT ALTERATION



LOT 58 PARK DEDICATION

LOT 58, AS SHOWN ON THE PLAT OF SAUK MOUNTAIN VIEW ESTATES NORTH A PLANNED RESIDENTIAL DEVELOPMENT PHASE IV, IS HEREBY DEDICATED TO THE HOMEOWNER'S ASSOCIATION OF SAID PLAT FOR PARK PURPOSES. NO OTHER DEVELOPMENT SHALL BE PERMITTED ON THIS LOT.

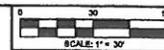
PLAN NOTE

EASEMENTS SHOWN ARE OF RECORD AS SHOWN ON SAUK MOUNTAIN VIEW ESTATES NORTH PHASE IV AF# 201203220011 UNLESS NOTED OTHERWISE.



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Sauk Mountain View Estates South HOA
1285 Portobello Ave.
Sedro-Woolley, WA 98284

October 19, 2015

John Coleman
Sedro-Woolley Planning Department
325 Metcalf Street
Sedro-Woolley, WA 98284

Sedro-Woolley Planning Department:

As the Board of the Sauk Mountain View Estates South HOA (Arrezzo and Vecchio streets), we have no objections to the ongoing development, nor to the proposed subdivision.

We are concerned, however, with the apparent lack of an HOA for these new houses.

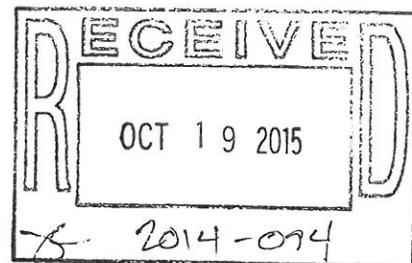
Both sections of Sauk Mountain View Estates share responsibility for a common retention pond. Now that that section is being developed, we want to make sure the structure is in place to share the maintenance of it.

Since so much is in common, they are welcome to join our HOA so there is only one HOA to handle it all. Or they're welcome to form their own HOA, but share in the maintenance and liability associated with the retention pond.

If the new development is completed without the HOA being taken care of, the builders will have no motivation to get one in place. Therefore, we encourage you to approve the request, but on the condition that they have an HOA in place (either by forming their own, or joining into ours) for all developed and undeveloped lots no later than December 31, 2015.

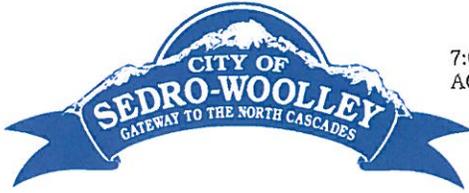
Thank you.

Matt Howry
Secretary
Sauk Mountain View Estates South HOA



CITY COUNCIL AGENDA
REGULAR MEETING

NOV 24 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) 855-1661
Fax (360) 855-0707

Christine Salseina
Deputy Clerk

MEMO TO: City Council
FROM: Christine Salseina, Deputy Clerk
RE: **Report of Contracts approved under SWMC 2.104.060**
DATE: November 24, 2015

The following agreement(s) were approved and are provided for your information:

<u>Contract</u>	<u>Purpose</u>	<u>Date</u>	<u>Dollar Amount</u>
1. Public Works Agreement 2015-PW-22 Utilities Service Co., Inc.	John Liner Sanitary Sewer Pump Station Replacement Project	11/12/2015	\$9350.53

Contract(s) available in their entirety at the Finance Department