Next Ord: 1840-16
Next Res: 937-16

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

CITY COUNCIL AGENDA

February 24, 2016
7:00 PM
Sedro-Woolley Municipal Building
Council Chambers
325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar.....4-72

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 #183266 to #183338 plus EFT's in the amount of $150,110.05
   - Payroll Checks #58833 to #58844 plus EFT's in the amount of $206,871.59
d. Memorial Park Caretaker Agreement
e. Possible Bid Award – Agreement No. 2016-PW-14 – Fire Station 2 Storage Building Project – Alvord & Richardson Construction Co., Inc./Texmo Buildings
f. Local Agency A & E Professional Services Negotiated Hourly Rate Consultant Agreement No. 2016-PS-03
g. Amendment No. 1 to Professional Services Agreement No. 2016-PS-07 for On-Call Economic Development Coordinator Services and Planning and Development Services of Parks

4. Special Presentation – 2016 Skagit Valley Tulip Festival Poster – Cindy Verge

5. Public Comment.....73

PUBLIC HEARING

UNFINISHED BUSINESS

6. Proposed actions regarding public uses in the Mixed Commercial Zone *(Ordinances - action requested)*.....74-89

NEW BUSINESS

7. Final plat approval of the Plat of Sauk Mountain View Estates North V – A Planned Residential Development (file #LP-2014-094) *(1st reading)*.....90-116

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

8. Written Reports to Council.....117

9. Informational Items.....118-123

EXECUTIVE SESSION

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

Next Meeting:
March 2, 2016 Work session
Public Safety Training Room
7:00 PM

COMMITTEE ASSIGNMENTS
2016

Public Safety	Chuck Owen, Chair Brenda Kinzer Germaine Kornegay
Utilities	Judith Dunn Lee, Chair Julia Johnson Brenda Kinzer
Finance & Personnel	Rick Lemley, Chair Germaine Kornegay Judith Dunn Lee
Parks & Recreation	Germaine Kornegay, Chair Brenda Kinzer Brett Sandström
Planning	Brett Sandström, Chair Rick Lemley Julia Johnson
Business Development	Julia Johnson, Chair Brett Sandström Chuck Owen
Mayor Pro-tem	Brenda Kinzer

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

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

DATE: February 24, 2016

TO: Mayor Wagoner and City Council

FROM: Patsy Nelson, Finance Director

SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT CALENDAR

1. CALL TO ORDER - The Mayor will call the February 24, 2016 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

   ____ Ward 1 Councilmember Judith Dunn Lee

   ____ Ward 2 Councilmember Germaine Kornegay

   ____ Ward 3 Councilmember Brenda Kinzer

   ____ Ward 4 Councilmember Julia Johnson

   ____ Ward 5 Councilmember Chuck Owen

   ____ 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.

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
February 10, 2016 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Wagoner; Councilmembers: Germaine Kornegay, Brenda Kinzer, Julia Johnson, Chuck Owen, Rick Lemley and Brett Sandström Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Planning Director Coleman, Fire Chief Klinger and Police Chief Tucker.

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

Pledge of Allegiance

Presentation – Sedro Woolley Youth Football Representative Eric Perry presented the City with a plaque in thanks for their help with the nice playing field.

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting (Including February 3, 2016 Worksession)
- Finance
    - Claim Checks #183171 to #183265 in the amount of $177,815.92 (Void #183166 - #183170)
    - Payroll Checks #58816 to #58832 plus EFT's in the amount of $280,191.14.
- Final Acceptance – Contract 2015 – PW – 04, 2015 Greenstreet-Dean-Virginia Sanitary Sewer and Sidewalk Improvement Project – Fisher Construction Group Inc.
- Hot Asphalt Tack Distributor Unit Purchase
- Possible Bid Award – Public Works Agreement Nos. 2016-PW-04 and 07 thru 13 for Miscellaneous On-Call Maintenance Services
    - Generator Services NW LLC
    - Andgar Corporation
    - D.K. Systems Inc.
    - Bonner Electrical Contracting LLC
    - Seven Sisters Inc.
    - P&P Excavating LLC
    - Ram Construction General Contractors Inc.
- Revise Web Services Sales Agreement
- Proposed Resolution 935-16 Declaring Certain Items Surplus
- Interlocal Agreement with United General Hospital for Shared Space/Wellness Programs.
- Interlocal Agreement with Skagit County for Jameson ROW

Councilmember Lemley moved to approve the consent calendar items A through J. Seconded by Councilmember Kinzer. Councilmember Kornegay requested local businesses be used whenever possible. Motion carried (6-0).

Public Comment

PUBLIC HEARING

Peter Koenig – owner of Tri County Recycling, addressed the Council regarding commercial recycling services. He stated he is a private contractor and addressed the city being in business against private industry. He also addressed the loss of revenue and accounts, as well as loss of tax revenue to the city since the city took over recycling and yard waste pick up. Koenig also commented on correspondence with the previous Mayor and Council and not getting information requested or reasonable answers. He stated he believes his business is being targeted. He addressed the City's slogan of being open to business but noted it seems business is being chased away.

UNFINISHED BUSINESS

Resolution on Proposed UGA Expansion

Planning Director Coleman presented a brief background for the second read of the proposed expansion to the Urban Growth Area. He requested support of the resolution in order to forward on to Skagit County for review.

Councilmember Lemley moved to adopt Resolution No. 936-16 showing City Council support for the proposed UGA expansion as recommended by the Planning Commission. Seconded by Councilemmber Kornegay. Motion carried (6-0).

Downtown Flower Baskets

City Supervisor/Attorney Berg reviewed background information regarding the flower baskets. He noted the baskets had been taken over by the Chamber of Commerce and select merchants and organizations during the downturn of the economy. The groups have notified the city that they are unable to continue. It is brought to Council for consideration as an unbudgeted item with no identified source of funds for 2016. Berg noted the flower program estimate is approximately $8,000.

Mayor Wagoner spoke in support of the flower baskets noting it is an important part of the community.

Mike Anderson – 900 West SR 20, commented on other parts of the town who provide revenue but do not have the advantage of the flower program. Anderson stated he likes to see the flowers but feels the merchants need to take some responsibility of keeping the town nice.

Councilmember Sandström spoke of the long standing tradition of flower baskets.

Councilmember Sandström moved to fund the flower baskets for 2016. Seconded by Councilmember Kornegay.

Some discussion ensued regarding polling of merchants and uniformity in care of the flowers.

Motion carried (6-0).

NEW BUSINESS

Library Partnership Concept

Mayor Wagoner reviewed a proposal he presented to the Central Skagit Rural Partial County Library District at their January 21, 2016 public board meeting for a combined City/District library. He then addressed concerns he had heard out in the community and encouraged everyone not to be sidetracked by innuendo. He noted the proposal is available on the city website and is a proposal only. The Mayor also stated there will be lots of opportunity for public comment.

The following people spoke on the library partnership concept.

Kim Morgan – 413 Talcott, spoke of being neighbors with Mayor Wagoner and City Supervisor/Attorney Berg and said there are no finer neighbors.

Sylvia Matterand – PO Box 597, Clear Lake, stated the proposed collaboration was a great start and draft to work from. She encouraged support of the proposal and to move forward with a plan to build one great library.

Talia Honea – 28022 Buchanan Rd., recalled a story of her young neighbor with a troubled family life and how someone was able to get her a library card. The young girl thought it was the greatest gift ever. She encouraged support of the proposal.

George Wolner – resides 9 miles north of Sedro-Woolley, recalled his time as a child spending a lot of time in the library and would like to see the rural people be able to access a resource like what is proposed.

Pola Kelly – 407 State Street and Executive Director of the Chamber of Commerce, thanked the Council for voting for the flower baskets. She also spoke of growing up in Clear Lake and how special it was to be able to go to the Carnegie Library. She stated they needed special permission to use the library and because they were in the school district the students were allowed use of the library, although she can't remember when or why it shifted. She encouraged continued work on the plan.

Beverly Sarchet -- 429 Spring Lane. Stated she has lived here for 12 years and one of the first things that made her feel at home was the friendly and wonderful staff at the Sedro-Woolley Library. She expressed approval of the proposal, as our children must be the top priority. She expressed concern with the level of empowerment for the City librarians noting they need to be

ensured comparable positions and a voice in the decisions. They have done so much with limited resources and the community will be better off if we protect their influence.

Troy Erwin – Reed Street, questioned the cost and where the money will come from. He stated he uses the library a lot at various times of the day and notices few people using it. He cautioned on borrowing funds and to be careful of what is being done with the funds.

Sharon Shoop – 608 Ferry Street, expressed concern on where does more money come from. She referenced the King County Library system and changes in technology in the homes. Nobody knows what it will cost and nobody knows what the cost over runs will be.

Wendy Granberg – 1009 Polte Road, expressed concern of not placing value on the Sedro-Woolley Library or the culture of the community. She questioned why the proposal is not being put to a vote.

Christine Johnson – 801 McLean, quoted from the proposal and respectfully disagreed with the Mayor's statements. She addressed control and taxation without representation because an advisory board has no power. She also questioned equal representation and stated the proposal is not a win-win.

John Janicki – 13563 Teak Ln., Clear Lake, spoke in support of the Mayor's proposal. He believes it to be well thought out and acknowledged that details do need to be worked out. He spoke of the County Commissioners authority to change the board and by laws. He also addressed duplication of services if there are two libraries.

Will Honea – 28022 Buchanan Rd., spoke of it being a judgement call of where to put money and parody in economic commitment. He also spoke of support for plans of placing it in the downtown area noting the downtown should be the center of the city's social life.

Dr. Neil Isihara – 801 McLean, questioned the authorization and requested to see the Library board authorization giving the Mayor the right to act as the boards agent. He questioned whether SWMC 2.76.022 and RCW 27.12.270 has been violated and encouraged consideration of an advisory vote for both entities.

Dagni Cole – 510 Sapp Road, also Chairman of the Sedro-Woolley Library Board of Trustees thanked everyone for the support of the library and expressed her hope that things can move forward and in the end everyone can be happy.

Mayor Wagoner thanked everyone for their comments and complimented the audience on maintaining good decorum.

Elizabeth Schweigert -- 29082 Outlook Ln., noted she resides outside city limits and pays over $200 in taxes for a library that doesn't exist. She expressed concern should the plan move forward, of the current board members remaining. She believes the current board should resign and a new board be appointed that will not be adversarial.

Silas Maddox – 330 Metcalf S. – moved to Sedro-Woolley about 3 years ago. He stated he grew up going to the library and has a strong emotional connection with libraries. He said the proposal is an awesome opportunity for the community and a good time for the reimagining of what libraries should be for the future.

Jim Johnson – 587 Carter St. retired high school English teacher and strongly supports libraries. He encouraged a new board of directors be elected or appointed that reflects some representation of both entities. Johnson also expressed skepticism of the details to be worked out

A short pause was taken to allow audience members who chose to leave a chance to do so.

Late Materials

City Supervisor/Attorney Berg – reviewed the potential purchase of property at the corner of Fruitdale and Wicker Road. The parcel is approximately 10 acres located adjacent to the Cemetery. Berg noted the City has been interested in purchasing this property for at least a decade. He reviewed the purchase and sale agreement and requested ratification of the purchase and sale agreement, approval of the proposed resolution and authorization to issue a manual check for earnest money.

Councilmember Sandström moved to ratify the attached purchase and sale agreement between the city and Mr. & Mrs. Riggles for the purchase of their property and authorize the mayor to execute all necessary documents to close the transaction. Seconded by Councilmember Kornegay. Motion carried (6-0).

Councilmember Lemley moved to approve Resolution No. 937-16 A Resolution of the City Council of the City of Sedro-Woolley Authorizing an Interfund Loan from the Sewer Cumulative Reserve Fund (410) to the Cemetery Operating Fund (102) to purchase land, and providing for repayment thereof. Seconded by Councilmember Johnson. Motion carried (6-0)

Councilmember Lemley moved to authorize the issuance of a manual check in the amount of $1,000 payable to Land Title Company as earnest money. Seconded by Councilmember Sandström. Motion carried (6-0).

Councilmember Kornegay reported on a Parks Committee meeting regarding the Babe Ruth field. She noted the project is short funding to finish for the 2016 season. The additional funds would go towards fencing, dugouts and turface (red dirt).

Councilmember Kornegay moved to authorize an expenditure of $5,000 towards the completion of the Babe Ruth field. Seconded by Councilmember Kinzer.

Discussion ensued regarding some background information on the moving of the field and possible School District participation.

Motion carried (6-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS
Written Reports to Council
Informational Items
Correspondence to Council

Police Chief Tucker – reported the new transcriptionist started on the first of month and Officer Rogers continues to be on light duty. The drywall work is looking nice thanks to the Kevin Kesti. Chief Tucker spoke of plans for a commemorative wall in the department. He also reported that Officer Eddy will be attending commercial vehicle enforcement training and they are conducting a background investigation for a reserve officer position. Tucker noted that several of the Department staff attended the marijuana processor open house and toured the facility.

Fire Chief Klinger – reported that all positions have been filled at the resident's quarters. The new fire engine is in and mid-point inspections will be done sometime in March or April.

Planning Director Coleman – reported on the upcoming public hearing on public uses in the mixed commercial zone next Tuesday night which is part of the moratorium as well as other Comp Plan items. He also reported on an increase in pre app meetings for larger developments.

City Supervisor/Attorney Berg – presented an update on the broken front door at the library noting the engineers report has been received and they are currently working with the insurance company for a settlement . The plans for the vestibule are currently being reviewed by the Building Official. Estimated repair cost is approximately $30,000.

Berg reported the Request for Statement of Qualifications from architectural firms has been published. This is consistent with 2016 budget and is broken up into three phases. Phase 1) Conceptual Design. Phase 2) Full Design and Phase 3) Construction Management.

He noted that it has been a busy start to a new Mayor's term.

City Supervisor/Attorney Berg presented a Public Works update on behalf of Public Works Director Freiberger. He noted the Jameson Street Extension project is on track as well as the Fruitdale Road design. He also reported that Governor Inslee will be visiting the Northern State Site on Friday.

Finance Director Nelson – spoke on being one of those Clear lake grade school students who were able to receive a City library card. She noted some time ago the State Auditors deemed this practice as gifting of public funds.

Councilmember Kornegay – reported on attending a Community Action board meeting with discussion on the homeless population. She presented some statistics regarding the county homeless community.

Councilmember Sandström – thanked the City for the opportunity for visiting Olympia. He also reported an area in the Skate park that seems to be a problem area.

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

The meeting adjourned at 8:39 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

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

DATE: February 24, 2016

TO: Mayor Wagoner and City Council

FROM: Patsy Nelson, Finance Director

SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending February 24, 2016.

Motion to approve Claim Checks #183266 to #183338 plus EFT's in the amount of $150,110.05.

Motion to approve Payroll Checks #58833 to #58844 plus EFT's in the amount of $206,871.59.

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 | Time: 10:52:13 Date: 02/19/2016
MCAG #: 0647 | 02/11/2016 To: 02/24/2016 | Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1082	**02/24/2016**	**Claims**	**2**	**EFT**	**US Bank -- Purchase Cards**	**5,714.21**	
		001 - 511 60 31 000 - Supplies				14.98	
		001 - 511 60 43 000 - Travel				325.00	
		001 - 511 60 43 000 - Travel				141.16	
		001 - 511 60 43 000 - Travel				635.75	
		001 - 512 50 31 000 - Supplies				200.71	
		001 - 513 10 42 000 - Communication				695.00	
		001 - 513 10 49 010 - Dues & Subscriptions				315.00	
		001 - 514 23 49 010 - Misc-Dues/Subscriptions				50.00	
		001 - 514 23 49 030 - Misc-Tuition/Registration				125.00	
		001 - 514 23 49 030 - Misc-Tuition/Registration				125.00	
		001 - 514 23 49 030 - Misc-Tuition/Registration				25.00	
		001 - 515 30 49 000 - Dues & Subscriptions				30.00	
		001 - 517 90 49 003 - Employee Wellness (supplies)				129.81	
		001 - 518 20 32 000 - Auto Fuel				33.38	
		001 - 518 80 42 021 - Internet Services				33.32	
		001 - 521 20 31 002 - Office/Operating Supplies				4.49	
		001 - 521 20 31 002 - Office/Operating Supplies				395.00	
		001 - 521 40 49 000 - Tuition/Registration				585.00	
		001 - 522 20 41 030 - Investigation				24.00	
		001 - 522 20 41 030 - Investigation				12.00	
		001 - 522 20 48 000 - Repairs/Maint-Equip				54.24	
		001 - 522 45 43 000 - Travel & Meals				79.40	
		001 - 522 45 43 000 - Travel & Meals				154.00	
		001 - 523 20 31 000 - Office/Operating Supplies				39.04	
		401 - 535 80 49 030 - Misc-Tuition/Registration				300.00	
		401 - 535 80 49 030 - Misc-Tuition/Registration				225.00	
		412 - 537 80 31 000 - Operating Supplies				49.25	
		103 - 542 30 48 010 - Repair/Maintenance-Equip				-636.00	
		103 - 542 30 49 030 - Misc-Tuition/Registration				120.00	
		105 - 572 20 34 001 - Early Literacy Program				129.00	
		105 - 572 20 43 000 - Travel				27.00	
		105 - 572 20 49 000 - Subscriptions				295.00	
		101 - 576 80 48 016 - City Hall				229.07	
		001 - 594 21 64 000 - Machinery & Equipment				266.12	
		105 - 594 72 64 000 - Books & Materials				112.79	
		105 - 594 72 64 001 - Books - Skagit County				99.00	
		001 - 595 10 31 000 - Supplies				136.12	
		001 - 595 10 43 000 - Travel				14.58	
		001 - 595 10 49 000 - Dues/Memberships				94.05	
		001 - 595 10 49 020 - Software Licenses/Support				26.95	
1083	**02/24/2016**	**Claims**	**2**	**EFT**	**WA State Dept Of Revenue**	**13,310.52**	
		001 - 522 20 41 000 - Professional Services				1,917.26	
		401 - 535 80 44 010 - Taxes & Assessments				5,318.64	
		102 - 536 20 44 010 - Taxes And Assessments				73.62	
		412 - 537 80 44 001 - Taxes & Assessments				5,749.78	
		103 - 542 65 44 000 - Taxes & Assessments				213.03	
		105 - 572 20 44 010 - Taxes & Assessments				5.49	
		101 - 576 80 44 010 - Taxes And Assessments				32.70	
1075	**02/11/2016**	**Claims**	**2**	**183266**	**Land Title & Escrow Co.**	**1,000.00**	
		102 - 594 36 61 000 - Land Acquisition				1,000.00	
1084	**02/24/2016**	**Claims**	**2**	**183267**	**A & E Insulation, Inc.**	**2,462.95**	
		101 - 576 80 48 016 - City Hall				2,462.95	
1085	**02/24/2016**	**Claims**	**2**	**183268**	**All-Phase Electric**	**30.01**	
		101 - 576 80 48 016 - City Hall				30.01	
1086	**02/24/2016**	**Claims**	**2**	**183269**	**Aramark Uniform Services**	**30.68**	
		401 - 535 80 49 000 - Laundry				8.22	

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
			401 - 535 80 49 000 - Laundry			8.22		
			102 - 536 20 49 030 - Misc-laundry			0.40		
			102 - 536 20 49 030 - Misc-laundry			0.40		
			103 - 542 30 49 000 - Misc-Laundry			6.72		
			103 - 542 30 49 000 - Misc-Laundry			6.72		
1087	**02/24/2016**	**Claims**	**2**	**183270**	**Assoc Petroleum Products**		**1,646.77**	
			001 - 518 20 32 000 - Auto Fuel			48.68		
			001 - 521 20 32 000 - Auto Fuel			917.46		
			001 - 522 20 32 000 - Auto Fuel/Diesel			473.90		
			401 - 535 80 32 000 - Auto Fuel/Diesel			63.53		
			103 - 542 30 32 000 - Auto Fuel/Diesel			23.09		
			101 - 576 80 32 000 - Auto Fuel/Diesel			120.11		
1088	**02/24/2016**	**Claims**	**2**	**183271**	**Association Of WA Cities**		**3,421.38**	
			001 - 521 20 27 000 - Retired Medical			3,421.38		
1089	**02/24/2016**	**Claims**	**2**	**183272**	**Jack Bates**		**40.00**	
			304 - 317 60 00 000 - Vehicle Fees			-40.00		
1090	**02/24/2016**	**Claims**	**2**	**183273**	**Blumenthal Uniform & Equip**		**43.39**	
			001 - 521 20 26 000 - Uniforms/Accessories			43.39		
1091	**02/24/2016**	**Claims**	**2**	**183274**	**Brown & Caldwell**		**4,995.55**	
			401 - 594 35 63 000 - Engineering Services			4,995.55		
1092	**02/24/2016**	**Claims**	**2**	**183275**	**Carrot-Top Industries Inc**		**405.17**	
			001 - 522 20 31 001 - Flags			405.17		
1093	**02/24/2016**	**Claims**	**2**	**183276**	**Chief Law Enforcement Supply**		**135.28**	
			001 - 522 20 31 000 - Operating Supplies			135.28		
1094	**02/24/2016**	**Claims**	**2**	**183277**	**Crystal Springs**		**38.83**	
			401 - 535 80 31 010 - Operating Supplies			38.83		
1095	**02/24/2016**	**Claims**	**2**	**183278**	**Databar**		**2,391.02**	
			425 - 531 50 42 010 - Postage			95.64		
			401 - 535 80 42 015 - Postage			1,554.16		
			412 - 537 80 42 010 - Postage			741.22		
1096	**02/24/2016**	**Claims**	**2**	**183279**	**Tee Davis Overby**		**250.00**	
			001 - 521 20 41 001 - Professional Services			250.00		
1097	**02/24/2016**	**Claims**	**2**	**183280**	**Dwayne Lane's North Cascade Ford**		**2,187.06**	
			001 - 521 20 48 000 - Repairs & Maintenance			152.28		
			001 - 521 20 48 000 - Repairs & Maintenance			45.09		
			001 - 521 20 48 000 - Repairs & Maintenance			130.13		
			001 - 521 20 48 000 - Repairs & Maintenance			45.09		
			001 - 521 20 48 000 - Repairs & Maintenance			685.99		
			001 - 522 20 48 000 - Repairs/Maint-Equip			1,128.48		
1098	**02/24/2016**	**Claims**	**2**	**183281**	**E & E Lumber**		**1,071.06**	
			001 - 521 20 48 000 - Repairs & Maintenance			40.70		
			001 - 521 20 48 000 - Repairs & Maintenance			4.49		
			001 - 522 20 31 000 - Operating Supplies			11.38		
			001 - 522 50 48 010 - Repairs/Maint-Dorm			4.39		
			401 - 535 50 48 050 - Maint Of General Equip			60.11		
			401 - 535 80 31 010 - Operating Supplies			22.43		
			101 - 576 80 31 001 - Operating Sup - Riverfront			20.62		
			101 - 576 80 31 009 - Operating Sup - Bingham Par			177.32		
			101 - 594 76 31 000 - Buildings & Structures			50.69		
			101 - 594 76 31 000 - Buildings & Structures			678.93		
1099	**02/24/2016**	**Claims**	**2**	**183282**	**Eco-3**		**175.00**	

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
		103 - 542 30 49 030 - Misc-Tuition/Registration				175.00		
1100	**02/24/2016**	**Claims**	**2**	**183283**	**Daniel Eddy**		**630.00**	
		001 - 521 40 43 000 - Travel				630.00		
1101	**02/24/2016**	**Claims**	**2**	**183284**	**Enterprise Office Systems**		**249.46**	
		001 - 512 50 31 000 - Supplies				68.33		
		001 - 512 50 31 000 - Supplies				151.52		
		001 - 512 50 31 000 - Supplies				-106.97		
		001 - 514 23 31 000 - Supplies				136.58		
1102	**02/24/2016**	**Claims**	**2**	**183285**	**Gall's LLC**		**498.92**	
		001 - 513 10 44 009 - Senior Crime Watch				342.02		
		001 - 521 20 26 000 - Uniforms/Accessories				156.90		
1103	**02/24/2016**	**Claims**	**2**	**183286**	**Guardian NW Title & Escrow**		**1,141.08**	
		104 - 595 10 63 040 - Eng-SR9 Jameson				1,141.08		
1104	**02/24/2016**	**Claims**	**2**	**183287**	**Patrick Hayden**		**3,000.00**	
		001 - 515 30 41 001 - Prosecuting Attorney				3,000.00		
1105	**02/24/2016**	**Claims**	**2**	**183288**	**Honey Bucket**		**75.00**	
		101 - 576 80 47 090 - Portable Toilets				75.00		
1106	**02/24/2016**	**Claims**	**2**	**183289**	**Humane Society Of Skagit**		**368.00**	
		001 - 521 20 41 021 - Humane Society				368.00		
1107	**02/24/2016**	**Claims**	**2**	**183290**	**Ingram Library Services**		**235.09**	
		105 - 594 72 64 000 - Books & Materials				228.32		
		105 - 594 72 64 000 - Books & Materials				6.77		
1108	**02/24/2016**	**Claims**	**2**	**183291**	**Janicki Logging Co**		**217.18**	
		001 - 522 20 48 000 - Repairs/Maint-Equip				217.18		
1109	**02/24/2016**	**Claims**	**2**	**183292**	**Milton Jenkins**		**20.00**	
		304 - 317 60 00 000 - Vehicle Fees				-20.00		
1110	**02/24/2016**	**Claims**	**2**	**183293**	**KCDA Purchasing Cooperative**		**1,350.59**	
		101 - 576 80 48 001 - Riverfront				450.00		
		101 - 576 80 48 006 - Memorial Park				450.59		
		101 - 576 80 48 007 - Bingham Park				450.00		
1111	**02/24/2016**	**Claims**	**2**	**183294**	**Legend Data Systems Inc**		**68.79**	
		001 - 522 20 31 000 - Operating Supplies				68.79		
1112	**02/24/2016**	**Claims**	**2**	**183295**	**Lithtex NW**		**833.69**	
		001 - 512 50 31 000 - Supplies				672.68		
		001 - 512 50 31 000 - Supplies				161.01		
1113	**02/24/2016**	**Claims**	**2**	**183296**	**Lochner**		**16,097.17**	
		104 - 595 10 63 040 - Eng-SR9 Jameson				16,097.17		
1114	**02/24/2016**	**Claims**	**2**	**183297**	**Loggers And Contractors**		**85.72**	
		103 - 542 30 31 000 - Operating Supplies				85.72		
1115	**02/24/2016**	**Claims**	**2**	**183298**	**Mammoth Stoneworks Inc**		**37.18**	
		107 - 576 80 48 107 - Repairs & Maintenance				37.18		
1116	**02/24/2016**	**Claims**	**2**	**183299**	**Martin Marietta Materials**		**1,344.97**	
		103 - 542 30 48 002 - Crushed Aggregate				748.77		
		103 - 542 30 48 002 - Crushed Aggregate				400.51		
		103 - 542 30 48 002 - Crushed Aggregate				195.69		
1117	**02/24/2016**	**Claims**	**2**	**183300**	**Mary Janes Farm**		**29.95**	
		105 - 594 72 64 000 - Books & Materials				29.95		
1118	**02/24/2016**	**Claims**	**2**	**183301**	**William R McCann**		**3,500.00**	

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
		001 - 515 93 41 000 - Indigent Defender				3,500.00		
1119	**02/24/2016**	**Claims**	**2**	**183302**	**Menke Jackson Beyer, LLP**		**3,313.58**	
		001 - 515 30 41 000 - Professional Services				3,313.58		
1120	**02/24/2016**	**Claims**	**2**	**183303**	**Municipal Emergency Services Inc**		**149.00**	
		001 - 522 20 48 000 - Repairs/Maint-Equip				149.00		
1121	**02/24/2016**	**Claims**	**2**	**183304**	**N W Section PNCWA**		**60.00**	
		401 - 535 80 49 010 - Misc-Dues/Subscriptions				60.00		
1122	**02/24/2016**	**Claims**	**2**	**183305**	**Nelson Petroleum**		**82.15**	
		001 - 522 20 32 000 - Auto Fuel/Diesel				82.15		
1123	**02/24/2016**	**Claims**	**2**	**183306**	**Newman Signs Inc**		**2,882.81**	
		103 - 542 64 31 004 - Street Sign Materials				2,882.81		
1124	**02/24/2016**	**Claims**	**2**	**183307**	**Office Depot**		**95.62**	
		001 - 524 20 31 000 - Off/Oper Supps & Books				15.75		
		001 - 558 60 31 000 - Supplies/Books				21.60		
		001 - 595 10 31 000 - Supplies				40.70		
		001 - 595 10 31 000 - Supplies				17.57		
1125	**02/24/2016**	**Claims**	**2**	**183308**	**Pat Rimmer Tire Ctr Inc**		**184.50**	
		001 - 521 20 48 000 - Repairs & Maintenance				32.55		
		001 - 521 20 48 000 - Repairs & Maintenance				151.95		
1126	**02/24/2016**	**Claims**	**2**	**183309**	**Petty Cash-Debra Peterson**		**12.52**	
		105 - 572 20 31 010 - Supplies				11.93		
		105 - 572 20 42 010 - Postage				0.59		
1127	**02/24/2016**	**Claims**	**2**	**183310**	**Public Surplus**		**686.00**	
		621 - 386 00 00 001 - Public Surplus Fees				-686.00		
1128	**02/24/2016**	**Claims**	**2**	**183311**	**Rene's World**		**43.40**	
		001 - 522 20 31 000 - Operating Supplies				43.40		
1129	**02/24/2016**	**Claims**	**2**	**183312**	**Revize LLC**		**1,900.00**	
		001 - 518 80 42 021 - Internet Services				1,900.00		
1130	**02/24/2016**	**Claims**	**2**	**183313**	**Saunderson Marketing Group**		**2,000.00**	
		001 - 558 70 41 010 - Professional Services				2,000.00		
1131	**02/24/2016**	**Claims**	**2**	**183314**	**Sjostrom Law Office**		**457.00**	
		425 - 531 50 31 000 - Operating Supplies				18.28		
		401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp				297.05		
		412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp				141.67		
1132	**02/24/2016**	**Claims**	**2**	**183315**	**Skagit 911**		**35,600.68**	
		001 - 521 20 51 030 - 911 Contracted Services				28,294.07		
		001 - 522 20 51 000 - Central Dispatch				7,306.61		
1133	**02/24/2016**	**Claims**	**2**	**183316**	**Skagit CD**		**774.05**	
		425 - 531 50 41 002 - Contracted Services				774.05		
1134	**02/24/2016**	**Claims**	**2**	**183317**	**Skagit Co. Dept of Public Health**		**695.01**	
		001 - 566 00 51 000 - Sk Cty Substance Abuse				695.01		
1135	**02/24/2016**	**Claims**	**2**	**183318**	**C/o Skagit County Treas. Skagit Council Of Governments**		**145.18**	
		001 - 558 60 51 000 - SCOG				145.18		
1136	**02/24/2016**	**Claims**	**2**	**183319**	**Skagit County Government**		**6,969.33**	
		001 - 518 80 41 000 - Professional Services				792.57		

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
		001 - 521 20 51 020 - Spillman System				6,176.76		
1137	**02/24/2016**	**Claims**	**2**	**183320**	**Skagit Farmers Supply**		**101.30**	
		001 - 521 20 31 002 - Office/Operating Supplies				32.08		
		001 - 522 20 31 000 - Operating Supplies				10.83		
		101 - 594 76 31 000 - Buildings & Structures				45.95		
		101 - 594 76 31 000 - Buildings & Structures				12.44		
1138	**02/24/2016**	**Claims**	**2**	**183321**	**Skagit Publishing**		**785.98**	
		001 - 513 10 41 001 - Professional Services				316.50		
		001 - 558 60 41 010 - Advertising				137.15		
		001 - 558 60 41 010 - Advertising				79.13		
		001 - 558 60 41 011 - Advertising Reimbuseable				253.20		
1139	**02/24/2016**	**Claims**	**2**	**183322**	**Skagit Surveyors &**		**2,668.75**	
		104 - 595 10 63 033 - Eng-Ferry/Township Overlay				2,668.75		
1140	**02/24/2016**	**Claims**	**2**	**183323**	**Sound Ocean Metal Fab**		**4,829.00**	
		401 - 535 50 48 050 - Maint Of General Equip				4,829.00		
1141	**02/24/2016**	**Claims**	**2**	**183324**	**Staples Business Advantage**		**856.64**	
		001 - 521 20 31 002 - Office/Operating Supplies				50.34		
		001 - 521 20 31 002 - Office/Operating Supplies				133.18		
		401 - 535 80 31 000 - Office Supplies				673.12		
1142	**02/24/2016**	**Claims**	**2**	**183325**	**Stiles Law Inc., PS**		**3,098.00**	
		001 - 512 50 41 010 - Municipal Court Judge				3,098.00		
1143	**02/24/2016**	**Claims**	**2**	**183326**	**Stowes**		**133.68**	
		401 - 535 80 35 010 - Safety Equipment				133.68		
1144	**02/24/2016**	**Claims**	**2**	**183327**	**Swissphone LLC**		**111.95**	
		001 - 522 20 48 000 - Repairs/Maint-Equip				111.95		
1145	**02/24/2016**	**Claims**	**2**	**183328**	**Targhee Fire Svc LLC**		**264.34**	
		001 - 522 20 35 000 - Small Tools & Minor Equip				264.34		
1146	**02/24/2016**	**Claims**	**2**	**183329**	**Taser International**		**4,694.20**	
		001 - 594 21 64 000 - Machinery & Equipment				4,694.20		
1147	**02/24/2016**	**Claims**	**2**	**183330**	**Payment Center Thomson Reuters -- West**		**269.96**	
		001 - 515 30 41 002 - Westlaw Services				269.96		
1148	**02/24/2016**	**Claims**	**2**	**183331**	**Townzen & Associates, Inc.**		**200.00**	
		001 - 522 45 49 010 - Tuition/Registration				100.00		
		001 - 524 20 49 030 - Misc-Tuition/Registration				100.00		
1149	**02/24/2016**	**Claims**	**2**	**183332**	**True Value**		**310.59**	
		001 - 522 20 31 000 - Operating Supplies				36.87		
		001 - 522 20 31 000 - Operating Supplies				52.03		
		001 - 522 50 48 020 - Repair/Maint-Garage				46.07		
		001 - 523 20 31 000 - Office/Operating Supplies				16.25		
		101 - 576 80 31 006 - Operating Sup - City Hall				28.17		
		101 - 576 80 48 005 - Senior Center				42.28		
		101 - 594 76 31 000 - Buildings & Structures				88.92		
1150	**02/24/2016**	**Claims**	**2**	**183333**	**USA Today**		**291.26**	
		105 - 594 72 64 000 - Books & Materials				291.26		
1151	**02/24/2016**	**Claims**	**2**	**183334**	**Util Underground Loc Ctr**		**81.62**	
		401 - 535 80 31 010 - Operating Supplies				81.62		
1152	**02/24/2016**	**Claims**	**2**	**183335**	**WA Assoc Of Building Off**		**140.00**	
		001 - 524 20 49 010 - Misc-Dues				140.00		

CHECK REGISTER

City Of Sedro-Woolley | Time: 10:52:13 Date: 02/19/2016
MCAG #: 0647 | 02/11/2016 To: 02/24/2016 | Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant		Amount	Memo
1153	**02/24/2016**	**Claims**	**2**	**183336**	**Washington State Patrol**		**413.00**	
		001 - 521 20 51 000 - Intergov Svc-Gun Permits				413.00		
1154	**02/24/2016**	**Claims**	**2**	**183337**	**Whatcom County Park & Rec**		**5,077.50**	
		001 - 521 40 49 020 - Range Fees				5,077.50		
1155	**02/24/2016**	**Claims**	**2**	**183338**	**Wood's Logging Supply Inc**		**599.78**	
		001 - 523 20 31 000 - Office/Operating Supplies				7.58		
		425 - 531 50 31 000 - Operating Supplies				508.87		
		401 - 535 50 48 010 - Maintenance Of Lines				83.33		

001 Current Expense Fund	90,609.29	
101 Parks & Facilities Fund	5,445.75	
102 Cemetery Fund	1,074.42	
103 Street Fund	4,222.06	
104 Arterial Street Fund	19,907.00	
105 Library Fund	1,237.10	
107 Parks Reserve Fund	37.18	
304 Transportation Benefit District Fund	60.00	
401 Sewer Operations Fund	18,752.49	
412 Solid Waste Operations Fund	6,681.92	
425 Stormwater Operations	1,396.84	
621 Suspense Fund	686.00	
	Claims:	150,110.05
* Transaction Has Mixed Revenue And Expense Accounts	150,110.05	

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Sedro-Woolley and that I am authorized to authenticate and certify to said claim.

Finance Director _____ Date _____

Finance Committee Member _____ Date _____

Finance Committee Member _____ Date _____

Finance Committee Member _____ Date _____

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

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

CITY OF SEDRO-WOOLLEY PUBLIC WORKS OPERATIONS DEPARTMENT

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

Memorandum

To: Mayor Wagoner, City Council

From: Nathan Salseina, Public Works Operations Supervisor

Date: 2/24/2016

Re: Memorial Park Caretaker Agreement

Mayor and Council,

Attached for your review is an agreement for the Memorial Park Caretaker position. We advertised for the position during the month of January and interviewed applicants on February 9th.

Having a qualified and trustworthy person in this position is very important for our department. We are confident that this position will help us address some of our long standing vandalism issues at Memorial Park campus.

Staff has selected Ronald Mager to fill the caretaker position. Ronald currently serves as a volunteer campground host at the Riverfront R.V. Park. He also has a great background of experience working with the public having formerly served as a special education teacher, business owner, and has served as a Green Beret's in the U.S. Army Special Forces. Ronald and his wife look forward to the challenge that the new positon will bring, and will be a great asset to the public.

Pending the approval of this agreement, Ron will begin his duties on May 1st.

Staff recommends approval of the attached agreement.

Please let me know if you have any questions.

Thank you,

Nathan Salseina,
Public Works Operations Supervisor

Memorial Park Caretaker Agreement

This agreement, dated this 1st, day of May, 2016, is made and entered into between Ronald Mager, a married person, (hereinafter "Caretaker") and the City of Sedro-Woolley, a Washington municipal corporation (hereinafter "City").

Caretaker and the city agree that he/she shall perform the duties of Memorial Park Caretaker upon the following terms and conditions.

COMPENSATION: Caretaker shall be paid a monthly stipend of $100.00 for his/her work as caretaker. Caretaker shall be required to reside in the caretakers residence at Memorial Park as a condition of this position.

UTILITIES: City agrees to pay or provide for sewer, garbage, electric power and water utilities and services to the caretakers quarters at city expense.

USE OF PREMESIS: Caretaker shall not assign this agreement, sublet the premises, give accommodations to any roomers or lodgers or permit the premises to be used for any purpose other that a private dwelling for caretaker and immediate family.

PREMESIS DEFENTION: The premises are defined as the caretakers' quarters, and the fenced in area surrounding the caretakers quarters.

CARETAKER'S RESIDENCE OBLIGATIONS: Caretaker agrees as follows:

(a) To park their personal vehicles only at spaces provided adjacent to the premises.
(b) To keep the premises in a clean, presentable and sanitary condition.
(c) To report any damage or maintenance needed to the caretaker residence to the Public Works Operations Supervisor immediately.
(d) To repair at caretakers expense any damage to the caretakers residence caused by negligence within 30 days of written notice from the city or sooner if made necessary by and emergency.
(e) To permit the city, its agents, employees or representatives to enter the premises at reasonable times after notice for the purpose of inspections, to make necessary repairs, or to show the residence to insurance representatives.
(f) Not to have any pets or animals of any kind within the premises without prior written approval from the city.
(g) Not to make alterations, additions, painting or improvements to the premises without prior written approval from the city.
(h) To comply with reasonable rules and regulations for the use of the caretakers quarters as established by the city which are not inconsistent with this agreement.

LIABILITY: The city or its officials, employees, and agents shall not be liable for any claim, actions or judgements for injury to property, or injury to persons suffered or alleged to be suffered within the caretakers premises, unless caused by negligence of the city, its officials, employees or agents acting in the course of their employment.

INSURANCE: The city shall carry an insurance policy for the caretakers quarters for fire and casualty, and shall receive any and all proceeds thereof, in case of fire or casualty. caretaker hereby waives any right to receive proceeds under this policy. Caretaker shall provide his own insurance for personal contents of the caretakers quarters. Caretaker shall look solely to his own insurance, in the event of fire or other casualty, and waives any claim against the city therefore.

REPAIRS: In the event of fire or other natural disasters which render the premises uninhabitable, the city reserves the right to repair the premises owned by the city and continue this agreement in force, or alternatively, at its option, to terminate this agreement without further obligation to Caretaker.

MAINTENANCE: The city shall be responsible for all exterior maintenance of the caretakers residence. Interior maintenance including light bulbs, carpet cleaning, fire and carbon monoxide alarms, and other normal wear and tear shall be the responsibility of the caretaker.

APPLIANCES: The City shall furnish an oven/range, a refrigerator, and a hot water heater. The Caretaker shall provide all other personal appliances.

CARETAKERS DUTIES AND OBLIGATIONS

(a) Open and close park restroom facilities morning and dusk,
(b) General security of the park and its use by the public. Caretaker shall attempt, without force to resolve and control any disputes, unruly behavior, disturbances or violation of park rules and ordinances that might occur. Any disputes or disturbances that cannot be peacefully resolved by the caretaker shall immediately be referred to the Sedro-Woolley Police Department.
(c) Caretaker maintenance duties shall include the following:
    1. General maintenance, litter pick up, and cleaning of the park grounds and restrooms;
    2. Restrooms shall be inspected daily to supply necessary paper towels, toilet paper, and hand soap. Restrooms will be thoroughly washed and cleaned when necessary; during the peak season this will need to be done every couple of hours.
    3. Garbage cans shall be checked daily, emptied when necessary.
    4. Notify Public Works Operations Supervisor when supplies are needed;
    5. Watering of grounds as necessary, and flower baskets and beds;
    6. Clean and wash park shelters and all tables before all scheduled event rentals and when necessary;
    7. Clean ash out of BBQ pits and picnic tables and pads as needed;

8. Replace picnic tables when they are removed from their designated area;
9. Provide other park maintenance not otherwise listed to ensure an aesthetic and sanitary park environment.
10. Caretaker may occasionally assist community center users with setup of audio equipment for events and assist with other setup as requested.
11. Caretaker will inspect playground equipment daily for safety purposes.
12. Caretaker assists community center renters with HVAC, lighting, Fireplace, audio visual equipment and kitchen questions.
13. Caretaker assists with keeping community center inventory of kitchen supplies, tables, chairs and other equipment.

(d) Caretaker will lock restrooms at Hammer Heritage Square, Tesarik Park, and gates at Winnie Houser Park at dusk daily, according to a schedule determined by the Public Works Operations Supervisor.

WORK HOURS

Caretaker is free to determine hours of work to accomplish the above tasks unless specifically directed by the Public Works Operations Supervisor or designee.

TERMINATION: This agreement shall terminate and Caretaker shall surrender the premises to the city without notice or compensation, and in accordance with this agreement, upon the sooner of:

(a) Upon election by the city to terminate this agreement for material violation of its terms by Caretaker;
(b) As otherwise set forth in this agreement;
(c) By either party with 60 days notice to the other party.

APPLICABLE LAW: This agreement shall be governed by the laws of the State of Washington and the Laws of the City of Sedro-Woolley.

Caretaker acknowledges that he has read this agreement and will abide by the terms and comply with all rules and regulations adopted by the city.

CITY OF SEDRO-WOLLEY

_____
Mayor

_____
Caretaker

ATTEST:

_____
Finance Director

APPROVED AS TO FORM:

_____

City Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Fire Department
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-2252
Fax (360) 855-0196

Dean Klinger
Fire Chief

MEMO TO: City Council and Mayor Keith Wagoner

FROM: Dean Klinger, Fire Chief

RE: **Possible Bid Award**
Agreement No. 2016-PW-14
Fire Station 2 Storage Building Project
Alvord & Richardson Construction Co., Inc/Texmo Buildings

DATE: February 17, 2016 (for Council review may February 24, 2016)

ISSUE

Shall City Council move to award and authorize Mayor Keith Wagoner to sign agreement no. 2016-PW-14 with Alvord & Richardson Construction Co. Inc. (Texmo Buildings) of Bellingham, WA for the purchase and construction of a new storage building at Fire Station No. 2 in the bid amount of $26,868.94?

BACKGROUND/RECOMMENDATION:

On January 28, 2016 using our MRSC Small Works Roster solicitation process the city solicited bids for the purchase and install of a new pole storage building for Fire Station 2. Bids closed on February 11, 2016 with five bids received. The final bid summary is attached for your review.

The lowest responsive bid is from Alvord & Richardson Construction Co. Inc. (Texmo Buildings) of Bellingham, WA.

FINANCIAL

The building will be a shared use between the fire and police departments.
The fire department will pay 75% of the project costs with remaining of the building costs paid from the police department budget.

The bid award amount meets both departments' budget needs and will be paid from the following budget line items:

595.22.62.000.001 Fire Department - Buildings
595.21.62.000.001 Police Department - Buildings

MOTION

Move to award and authorize Mayor Keith Wagoner to sign agreement no. 2016-PW-14 with Alvord & Richardson Construction Co. Inc. (Texmo Buildings) of Bellingham, WA for the purchase and construction of a new storage building at Fire Station No. 2 in the bid amount of $26,868.94?

City of Sedro-Woolley

FINAL - BID SUMMARY

Fire Station 2 Storage Building Project

Bid Opening: February 11, 2016, 2:00PM

RANK	COMPANY NAME	TOTAL BID AMOUNT	MRSC	Corrections
1	Alvord & Richardson Construction Co. Inc./Texmo Buildings, Bellingham, WA	26,868.94	Yes	No
2	Spane Buildings Inc., Mount Vernon, WA	32,002.08	Yes	No
3	Town & Country Post Frame Buildings, Lynnwood, WA	34,013.67	Yes	No
4	At Home Storage Inc., Mount Vernon, WA	35,696.50	Yes	No
5	Grenlar Holdings Inc., dba Grenlar Construction, Kenmore, WA	103,009.90	Yes	Yes

RECORDED BY: J. Rosario

PUBLIC WORKS AGREEMENT 2016-PW-14

Project Name: Fire Station 2 Storage Building Project

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Alvord & Richardson Construction Co. Inc. (Texmo Buildings), 2700 Meridian Street, Bellingham, WA 98225**, (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: **Provide design and construction of one (1) new post frame building per the "Request for Proposals" dated January 28, 2016 and Bid Proposal dated February 5, 2016 (Exhibit A).**

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. **Definitions and Terms:**

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. **Project Manager:** The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina, Public Works Operations Lead** as its Project Manager. Contractor designates _____as its Project Manager.

C. **Business License:** A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

D. **Taxes:** Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

E. **Bonding Requirements**: The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;

2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of $35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. **Insurance:** The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite

and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (**$1** Million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

G. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the City. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

III. PAYMENT

A. The maximum payable hereunder is **$26,868.94**

B. Method of compensation will be on a Time & Expense Not to Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.

D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

E. Retainage will be administered in accordance with RCW 60.28.011.

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **June 30, 2016**

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: **Provide design and construction of one (1) new post frame building at our Fire Station 2 site - per the "Request for Proposals" dated January 28, 2016 and Bid Proposal dated February 5, 2016 (Exhibit A).**

D. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

E. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

F. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

G. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

H. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors? Yes No N/A

I. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the _____ day of _____, 201___, for the Contractor, _____

_____
, Contractor

EXECUTED, this the _____ day of _____, 201___, for the CITY OF SEDRO-WOOLLEY:

_____
Keith Wagoner, Mayor

Attest:

_____
Finance Director

Approved as to form:

_____
City Attorney

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

_____1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

_____2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

_____3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-WOOLLEY:

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

_____

_____

_____

_____4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

_____

(Contractor's Signature) Date

_____

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

_____
Branch

_____
Attn:

_____
Street Address

_____
City, State, Zip

The undersigned _____hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is_____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

_____

_____

_____.

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____day of _____, 20____.

_____
Contractor

BY: _____
Signature & Title

_____
Address

_____
City State Zip

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

_____
Address

_____
City State Zip

ATTESTED BY:

_____
City Clerk

Approved as to form:

_____
City Attorney

The above escrow instructions received and accepted this _____day of _____, 20____.

_____
Bank or Trust Company

By: _____

EXHIBIT A

CITY OF SEDRO-WOOLLEY
GATEWAY TO THE NORTH CASCADES

Fire Station 2 Storage Building Project
PROPOSAL

Proposals due by 2 pm, February 11, 2016

Bids may be submitted in person or by U.S. Mail, facsimile or email to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email jrosario@ci.sedro-woolley.wa.us.

We, the undersigned, hereby agree to bid the following per the "Request for Proposals", - Fire Station 2 Storage Building Project

Fire Station 2 Storage Building Project – Lump Sum:

$ 24,764.00

Sales Tax 8.5%: $ 2,104.94 ✓

TOTAL: $ 26,868.94 ✓

Prices include freight, all licenses, permits, fees etc. not otherwise specifically mentioned.

BIDDER NAME: Alvord-Richardson Const. | Texmo Buildings

ADDRESS: 2700 Meridian Street
Bellingham, WA 98225

TELEPHONE: 360-734-3480

EMAIL: Sales@Texmobuildings.Com

UBI NO. 371-011-238

CONTACT: George Leonard

RECEIVED
FEB - 5 2016

Bidder Checklist:
MRSC Small Works Roster (registered): ✓
Statement of Bidders Qualification (included with bid) ✓

ALVORD-RICHARDSON CONST. CO., INC.

2700 Meridian Street
Bellingham, WA 98225
Phone: (360) 734-3480
Fax: (360) 734-6500
Email: Sales@TexmoBuildings.com
Website: TexmoBuildings.com

February 1, 2016

City of Sedro Woolley
325 Metcalf Street
Sedro Woolley, WA 98284

To whom it may concern:

We propose to build a 30' x 36' x 14' building. This building to include the following:

- 29 GA 80,000 PSI, Champion Metal Ultra panel steel roofing and siding (40 year warranty)
- 26 GA PSI colored steel building trim including: garage door jamb trim, C trim around walk in door & overhead doors, and base closer trim (40 warranty)
- #14 colored screw roof fasteners (self sealing)
- #10 colored screw sidewall fasteners (self sealing)
- Upgraded 2 ½" J-600 polypropylene metal building roof insulation
- 1-3' insulated steel walk in door in composite jamb with Schlage lockset
- 2- 10' x 12' raised panel insulated steel overhead doors with slide bar inside locks
- 1- 10' plyco continuous flow ridge vent
- 4" thick 5 ½ sack mix smooth trowel fibermesh reinforced concrete floor with zip strip control joints
- Prevailing wage to be paid to crew
- Engineered Structural Drawings

The cost for the above described building built on your level prepared jobsite is $24,764.00.

These prices do not include but are subject to WA State Sales Tax and Building Permit Fees.

Thank you, for the opportunity to bid your project. If you have any questions please call me at 1-800-600-3480.

Sincerely,

Alvord-Richardson Const. Co., Inc.

George Leonard,
Representative

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

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

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

David Lee, PE
City Engineer

MEMO TO: City Council and Mayor Keith Wagoner

FROM: David Lee, PE

RE: **Local Agency A & E Professional Services Negotiated Hourly Rate Consultant Agreement No. 2016-PS-03**

DATE: February 17, 2016 (for Council action February 24, 2016)

ISSUE

Should Mayor Wagoner execute the attached Professional Services Agreements No. 2016-PS-03 with Skagit Surveyors & Engineers for surveying services related to the SR20/Cascade Trail West Extension Phase 1A Trail Road to SR 9 South and Phase 1B Hodgin Road to Trail Road project in the amount of $23,705.00?

BACKGROUND/DISCUSSION

The city will utilize the services of Skagit Surveyors & Engineers during the preliminary engineering and construction phases to provide topographic and construction staking services related to the SR20/Cascade Trail West Extension Phase 1A Trail Road to SR 9 South and Phase 1B Hodgin Road to Trail Road.

FINANCE

Professional services related to the SR20/Cascade Trail project will be paid for with federal grant funding (STPUS and TAP). The city has received funds authorization for preliminary engineering and construction for both phases. The contract cost will be split between the two phases.

Phase 1A Surveying – Design and Construction	$12,915
Phase 1B Surveying – Design and Construction	$10,790

595.10.63.070 Eng SR20 Cascade Trail Phase 1A $40,000
595.10.63.075 Eng SR20 Cascade Trail Phase 1B $21,626

MOTION:

Move to authorize Mayor Wagoner to execute the attached Professional Services Agreements No. 2016-PS-03 with Skagit Surveyors & Engineers for surveying services related to the SR20/Cascade Trail West Extension Phase 1A Trail Road to SR 9 South and Phase 1B Hodgin Road to Trail Road project in the amount of $23,705.00?

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 2016-PS-03

Firm/Organization Legal Name (do not use dba's): Skagit Surveyors & Engineers	
Address: 806 Metcalf Street, Sedro-Woolley, WA 98284	Federal Aid Number: PH 1A-STPUS-0020(181) & PH 1B- TAP-0020(183)
UBI Number: 600 316 185	Federal TIN or SSN Number:
Execution Date: 2/24/2016	Completion Date: 12/31/2016
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☑ Yes ☐ No
Project Title: SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South & Phase 1B Hodgin Road to Trail Road	
Description of Work: Provide design phase topographical surveying services and construction staking services for the above referenced project.	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Maximum Amount Payable: $23,705.00

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Sedro-Woolley , hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: David Lee, PE
Agency: City of Sedro-Woolley
Address: 325 Metcalf Street
City: Sedro-Woolley State: WA Zip: 98284
Email: dlee@ci.sedro-woolley.wa.us
Phone: 360-855-3219
Facsimile: 360-855-0733

If to CONSULTANT:
Name: John Abenroth
Agency: Skagit Surveyors & Engineers
Address: 806 Metcalf Street
City: Sedro-Woolley State: WA Zip: 98284
Email: johna@sseconsultants.com
Phone: 360-855-2121
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: David Lee, PE
Agency: City of Sedro-Woolley
Address: 325 Metcalf Street
City: Sedro-Woolley State: WA Zip: 98284
Email: dlee@ci.sedro-woolley.wa.us
Phone: 360-855-3219
Facsimile: 360-855-0733

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/ or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number: 2016-PS-03

Project No. 2016-PW-02

Design (PE) Phase

Phase 1B (East side of Hodgin Rd at SR 20 to west side of Trail Rd at SR 20)

Task 1 Topographic Survey and Mapping

a. Provide topographic surveying to pick up missing data (approximately 500-feet between McDonald's entrance and Raby Lane) and allow one additional day for field work and one day for office support.
b. Provide updated topography map in AutoCAD drawing format. Included in the drawing file shall be the SR 20 north side right of way line and centerline.
c. Establish two project benchmarks on the north side of SR 20 between Hodgin Road and Trail Road.

Phase 1A (West side of Trail Rd at SR 20 to SR 9)

Task 1 Topographic Survey and Mapping

a. Allow one additional day for field work and one day for office support.
b. Provide updated topography map in AutoCAD drawing format. Included in the drawing file shall be the SR 20 north side right of way line and centerline.
c. Establish two project benchmarks on the north side of SR 20 between Trail Road and SR 9.

Construction (CE) Phase

Phase 1B (East side of Hodgin Rd at SR 20 to west side of Trail Rd at SR 20)

Task 1 Construction Surveying

a. Provide storm system structure location stakes (center of structure position and 10-ft & 15-ft offsets) for 6 structures, including cut/fills to tops and pipe inverts, stationing and hub elevation.
b. Provide offset stakes for the new sidewalk (approximately 1,450 LF) at 50-foot intervals on tangents and 25-foot intervals on curves.
c. Provide markings for saw cutting, approximately 500 LF
d. Provide stakes for new curb and gutter at 50-ft intervals and key grade breaks, approximately 400 LF
e. Provide location and grade stakes for 10 ADA compliant curb ramps

Phase 1A (West side of Trail Rd at SR 20 to SR 9)

Task 1 Construction Surveying

a. Provide storm system structure location stakes (center of structure position and 10-ft & 15-ft offsets) for 18 structures, including cut/fills to tops and pipe inverts, stationing and hub elevation.
b. Provide offset stakes for the new sidewalk (approximately 1,450 LF) at 50-foot intervals on tangents and 25-foot intervals on curves.
c. Provide markings for saw cutting, approximately 580 LF
d. Provide stakes for new curb and gutter at 50-ft intervals and key grade breaks, approximately 800 LF (450LF tangent sections & 8 curb returns-average length 45-ft)
e. Provide location and grade stakes for 14 ADA compliant curb ramps

Agreement Number: 2016-PS-03

Agreement Number: 2016-PS-03

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD drawing and Microsoft Excel

B. Roadway Design Files

AutoCAD files

C. Computer Aided Drafting Files

AutoCAD files

Agreement Number: 2016-PS-03

D. Specify the Agency's Right to Review Product with the Consultant

The City of Sedro-Woolley has the right to review all submittals for conformance with approved standards.

E. Specify the Electronic Deliverables to Be Provided to the Agency

AutoCAD 2014, AutoCAD Civil 3D 2014, Microsoft Word and Excel

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number: 2016-PS-03

II. Any Other Electronic Files to Be Provided

Schedule - Microsoft Project

III. Methods to Electronically Exchange Data

Email, CD/DVD, Flash Drive or FTP site

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Agreement Number: 2016-PS-03

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number: 2016-PS-03

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: 2016-PS-03

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of _____
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☑

☐ Other

of the , and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

_____

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of * are accurate, complete, and current as of **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: 2016-PS-03

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to $.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: 2016-PS-03

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: 2016-PS-03

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number: 2016-PS-03

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number: 2016-PS-03

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

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) 855-0771
Fax (360) 855-0733

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Keith Wagoner

FROM: Mark A. Freiberger, PE

RE: **Professional Services Agreement No. 2016-PS-07 On-Call Economic Development Coordinator Services and Planning and Development Services of Parks**

DATE: February 18, 2016 (for Council action February 24, 2016)

ISSUE

Should Mayor Wagoner execute the attached Amendment No. 1 to Professional Services Agreement No. 2016-PS-07 to increase the maximum cost to $37,500.00, and expand their current professional services agreement to include Planning and Development Services of Parks?

BACKGROUND/DISCUSSION

On December 16, 2015, the city executed Professional Services Agreement 2016-PS-07 with J. Hanson Consulting LLC in the amount not to exceed $25,000.00 to provide economic development coordinator services for the City.

After further discussion and review J Hanson Consulting LLC was requested to aid in the planning and development of our City parks. Adding a water park to one of our existing parks is one area we would like to consider as a feasible option.

FINANCE

Economic Development Services and Planning and Development Services of our City parks would be generally funded from the following budget line items:

558.70.41.010.001 Professional Services – Plan & Community Development
570.80.41.000.101 Professional Services - Parks

MOTION:

***Move to authorize Mayor Wagoner to execute Amendment No. 1 to Professional Services Agreement No. 2016-PS-07 to increase the maximum cost to $37,500.00,* and expand their current professional services agreement to include Planning and Development Services of Parks.**

AMENDMENT NO. 1

To the PROFESSIONAL SERVICES AGREEMENT No. 2016-PS-07
Dated December 16, 2015
Between The City of Sedro-Woolley, Washington
And J Hanson Consulting LLC

This Amendment revises the above contract as follows:

Section 1. Scope of Services
The Contractor agrees to provide economic development coordinator services and planning and development services of parks as requested by the City Supervisor, on a task order basis.

Section 6. Compensation and Schedule of Payments is revised as follows:
City shall pay the Contractor **$50.00/hour for labor, plus expenses** for economic development coordinator services and **$90.00/hour for labor, plus expenses** for planning and development services of parks. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor and/or Sub-Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.
Cost not to exceed **$37,500.00** without prior approval of the City of Supervisor.

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

DATED this 25th day of February, 2016.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

_____
Finance Director

Approved as to Form:

_____
City Attorney

CONTRACTOR:

J Hanson Consulting LLC

By: _____

SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

Name:
Address
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 6

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

MEMO:

To: City Council
Mayor Wagoner

From: John Coleman, AICP
Planning Director

Date: February 24, 2016

Subject: Proposed Actions Regarding Public Uses in Mixed Commercial Zone

ISSUE

The proposed amendments to Chapters 17.20 are recommended by the Planning Commission to address the potential negative impacts of public uses on the Mixed Commercial (MC) zone. The proposed amendments are intended to put permanent regulations in place regarding public uses in the MC zone and, if adopted, would allow the City Council to repeal the existing moratorium on accepting permit applications for public uses in the MC zone.

PROJECT DESCRIPTION / HISTORY

The City Council enacted a moratorium on public uses in the Mixed Commercial (MC) zone on October 28, 2015. The Council subsequently held a public hearing on December 9, 2015. After that hearing, the Council re-affirmed the moratorium until the issue could be further studied and adopted a work plan for the topic.

At issue is whether public uses are an appropriate use in the MC zone. The topic was introduced to the Planning Commission at its December 19, 2015 meeting – the moratorium was presented to the Planning Commission at that meeting, no action or discussion occurred. At its January 15, 2016 meeting, the Planning Commission reviewed the existing text of Mixed Commercial zoning code (Chapter 17.20 SWMC) and studied the potential impacts of public uses in the MC Zone. The Planning Commission discussed the potential impacts of public uses on a commercial zone and suggested draft amendments to Chapter 17.20. On February 16, 2016 a public hearing was held to gather comments on the proposed amendments to SWMC 17.20.010.

At the conclusion of the public hearing, the Planning Commission discussed their findings and made a recommendation that the City Council adopt amendments to Chapter 17.20 that change public use from a permitted use in the MC zone to a conditional use in the MC zone. The Planning Commission's *Findings of Fact, Conclusions and Recommendation* are attached as Exhibit 3.

Once permanent zoning is adopted, it would be appropriate to end the moratorium. At this point the city council has several options. It can adopt the PC's recommended changes to the zoning code as presented, modify the PC's recommendations and adopt the modified code, reject the PC's

recommendations from the PC and either return the issue to the PC for more deliberation or end the moratorium without changes to the zoning code, thereby leaving the code as it exists today.

Because the city council disfavors the use of moratoria and asked staff and the PC to expeditiously work through the issue, this item is presented tonight, ahead of the work plan for your deliberations and possible action.

EXHIBITS

Exhibit 1 – Proposed Ordinance No. _____ amending Chapter 17.20 SWMC regarding public uses in the Mixed Commercial zone.
Exhibit 2 – Proposed Ordinance No. _____ ending the moratorium on accepting applications for permits related to public uses in the Mixed Commercial zone.
Exhibit 3 – Planning Commission *Findings of Fact, Conclusions and Recommendation*

REQUESTED ACTION

If the Council chooses to take action at today's meeting the following motions are recommended:

1. Motion to approve Ordinance No. _____-16 adopting amendments to Chapter 17.20 SWMC designating public uses as a Conditional Use in the Mixed Commercial Zone.

2. Motion to approve Ordinance No. _____-16 ending the moratorium on accepting applications for permits related to public uses in the Mixed Commercial zone.

Exhibit 1

Ordinance No. ___-16 amending Chapter 17.20 SWMC regarding public uses in the Mixed Commercial zone

ORDINANCE NO. _____-16

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AMENDMENTS TO CHAPTER 17.20 SWMC DESIGNATING PUBLIC USES AS CONDITIONAL USES IN THE MIXED COMMERCIAL ZONE - CHAPTER 17.20 SWMC.

WHEREAS, the city council adopted Ordinance 1827-15 on October 28, 2015 which imposed a moratorium on the processing or accepting of applications, permits or licensing and establishment for any building or land use activity involving public uses in the mixed commercial zone and established a date for a public hearing, and

WHEREAS, the city council held a public hearing on December 9, 2015 and adopted ordinance 1835-15 which confirmed and continued the moratorium adopted under Ordinance 1827-15 and adopted findings of fact and an work plan to address the underlying zoning issues posthaste; and

WHEREAS, the Planning Commission held a public meeting on January 19, 2016, reviewed the existing text of Chapter 17.20 SWMC, studied the potential impacts of public uses in the zone and suggested draft amendments to Chapter 17.20 to be reviewed at a public hearing; and

WHEREAS, the Planning Commission held a public hearing on February 16, 2016 and following the public hearing adopted findings of fact and a recommendation for permanent zoning for the city council's consideration; and

WHEREAS, the proposed change is supported by and implements the Comprehensive Plan; and

WHEREAS, pursuant to RCW 36.70A.106, a 60-day notice of intent to adopt a development regulation was sent to the Washington State Department of Commerce; and

WHEREAS, pursuant to Washington Administrative Code (WAC) 197-11, a State Environmental Policy Act (SEPA) threshold Determination of Non-Significance was issued February 5, 2016 and the proposed ordinance is SEPA compliant; and

WHEREAS, the city council desires to end the moratorium on public uses in the Mixed Commercial zone and passing this ordinance allows the city to end the moratorium; and

WHEREAS, the proposed ordinance is in the best interest of City of Sedro-Woolley citizens and promotes the health, safety and welfare of the citizens of the City of Sedro-Woolley; and

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

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

Section 1. That Chapter 17.20.010 of the Sedro-Woolley Municipal Code is hereby amended to read as follows:

17.20.010 Use restrictions.
Use restrictions in the mixed commercial (MC) zone shall be as follows:
A. Permitted Uses.
1. Retail, general services, recreational and cultural uses, light manufacturing, low-intensity agriculture;
2. Residential units contained above the first story of a commercial building (live/work units are specifically included), limited to eight such units per building;
3. *Repealed by Ord. 1709-11*;
~~4. Public uses;~~
4. ~~5.~~ Public utilities, other than wireless communications facilities;
5. ~~6.~~ Health facilities and services.
B. Conditional Uses.
1. Quasi-public uses.
2. Wireless communications facilities.
3. Public uses.
4. ~~3.~~ All other uses not otherwise prohibited.
C. Prohibited Uses. All uses not allowed as permitted or conditional uses are prohibited. Adult entertainment is a prohibited use in this zone.

Section 2. This ordinance shall be in force and take effect five (5) days after its publication according to law.

Section 3. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 24th day of February, 2016, and signed in authentication of its passage this 24th day of February, 2016.

By: _____
KEITH L. WAGONER, Mayor

Attest: _____
PATSY NELSON, Finance Director

Approved as to form:

_____
ERON BERG, City Attorney

Published:

Exhibit 2

Proposed Ordinance No. _____-16 ending the moratorium on accepting applications for permits related to public uses in the Mixed Commercial zone

ORDINANCE NO. _____-16

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ENDING A MORATORIUM ON THE PROCESSING OR ACCEPTING OF APPLICATIONS, PERMITS OR LICENSING AND ESTABLISHMENT FOR ANY BUILDING OR LAND USE ACTIVITY INVOLVING PUBLIC USES IN THE MIXED COMMERCIAL ZONE.

WHEREAS, the city council adopted Ordinance 1827-15 on October 28, 2015 which imposed a moratorium on the processing or accepting of applications, permits or licensing and establishment for any building or land use activity involving public uses in the mixed commercial zone and established a date for a public hearing, and

WHEREAS, the city council held a public hearing on December 9, 2015 and adopted ordinance 1835-15 which confirmed and continued the moratorium adopted under Ordinance 1827-15 and adopted findings of fact and an aggressive work plan to address the underlying zoning issues as quickly as possible; and

WHEREAS, the Planning Commission held a public hearing on February 16, 2016 and following the public hearing adopted findings of fact and a recommendation for permanent zoning for the city council's consideration; and

WHEREAS, the city council adopted Ordinance _____-16, an ordinance amending the zoning for public uses in the mixed commercial zone on February 24, 2016; and

WHEREAS, the city council desires to end the moratorium; now, therefore,

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

Section 1. The moratorium adopted in Ordinance 1827-15 and confirmed in Ordinance 1835-15 is terminated upon the effective date of the permanent zoning modifications adopted in Ordinance ____-16.

Section 2. This ordinance shall be in force and take effect five (5) days after its publication according to law.

Section 3. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 24th day of February, 2016, and signed in authentication of its passage this 24th day of February, 2016.

By _____
KEITH L. WAGONER, Mayor

Attest: _____
PATSY NELSON, Finance Director

Approved as to form:

_____
ERON BERG, City Attorney

Published:

Exhibit 3
Planning Commission *Findings of Fact, Conclusions and Recommendation*

CITY OF SEDRO-WOOLLEY PLANNING COMMISSION
STATE OF WASHINGTON

In the Matter of: **AMENDMENTS TO THE SEDRO-WOOLLEY MUNICIPAL CODE REGARDING PUBLIC USES IN THE MIXED COMMERCIAL ZONE**	**AMENDMENTS TO CHAPTER 17.20 SWMC –** **FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDATION**

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, February 16, 2016** under a request by the Planning Director for a public hearing and recommendation from the Planning Commission pursuant to Chapter 2.90 Sedro-Woolley Municipal Code (SWMC).

Recommendation:	The Planning Commission recommends **APPROVAL** of the proposed amendments to Chapter 17.20 SWMC as shown in Exhibit A of these Findings of Fact, Conclusions and Recommendation.
Hearing Date:	Tuesday, February 16, 2016
Proponent:	City of Sedro-Woolley

Description of proposal

The Planning Commission recommends that the City Council amend Chapter 17.20 to change "public uses" from a permitted use in the Mixed Commercial zone to a conditional use in the Mixed Commercial zone.

Exhibit A: Proposed revisions to SWMC 17.20.010
Exhibit B: Written Public Comment

FINDINGS OF FACT

1. Per SWMC 17.20.010(A), public uses are currently a permitted use in the Mixed Commercial (MC) zone.

2. Per SWMC 17.04.030 – Definitions, "public use" means a use carried on by a government agency or its authorized representative.

3. On October 28, 2015, the City Council declared an emergency and enacted a moratorium on public uses in the Mixed Commercial (MC) zone until the potential impacts of public uses on the MC zone could be fully examined.

4. The State Department of Commerce (COMM) was notified of the interim ordinance adopting a moratorium on October 29, 2015; an acknowledgment letter of the receipt of that notice was received October 29, 2015 (COMM material ID #21797).

5. On December 9, 2015, the City Council held a public hearing to gather public comments on the moratorium; the Council confirmed the moratorium and adopted a schedule for completing a full review of the potential impacts of public uses on the MC zone and for making the necessary zoning regulation changes (if any) to address the potential impacts.

6. The topic of public uses in the MC zone was introduced to the Planning Commission at its regular December 19, 2015 meeting – the moratorium and MC zoning code were presented to the Planning Commission, no action or discussion occurred at that meeting.

7. At its January 15, 2016 meeting, the Planning Commission reviewed the existing text of Mixed Commercial zone, studied the intent of the MC zone and discussed the potential impacts of public uses on a commercial zone.

8. Per SWMC 17.20.005 - Intent: "The intent of this zone is to encourage a compatible mix of commercial and residential development. Standards are intended to present an attractive and welcoming appearance to visitors at the entrances to the city and at selected nodes along major roads; manage traffic impacts; encourage more non-motorized trips and reduce stormwater runoff. Commercial development should be scaled down when adjacent to residential areas to improve compatibility between uses."

9. "Commerce" is defined in the zoning code as "trade in goods and/or services excluding industry" (SWMC 17.04.030 – Definitions) and "commercial uses" are defined in the Land Use Element of the Comprehensive Plan as "activities within land areas which are predominantly connected with the sale, rental, and distribution of products, or performance of services" (Chapter 2.04, pg. 17).

10. Comprehensive Plan Policy LU6.2: MC: Mixed Commercial. Allows a compatible mix of commercial and residential development with standards intended to present an attractive and welcoming appearance to visitors at the entrances to the city and at selected nodes along major roads.

11. Comprehensive Plan Policy LU6.2: P: Public Facilities. Allows parks, schools, public infrastructure and other developments intended primarily for public use.

12. Comprehensive Plan Policy LU6.6: Encourage community involvement and participation in the land use decision making process, and provide understandable information and notices to affected residents and the press, to enable meaningful involvement and participation.

13. After discussion of the issues surrounding public uses in the MC zone at the January 15 meeting, the Planning Commission proposed draft amendments to 17.20.010 SWMC and directed staff to prepare draft documents for the public to review at a public hearing on February 16, 2016.

14. In accordance with State Growth Management Act (GMA), the proposed text amendments were submitted to COMM for a 60-day review on February 4, 2016. Expedited review was requested and the agency comment period will end February 18, 2016 unless COMM has comments on the proposed; an acknowledgment letter of the receipt of that notice was received February 4, 2016 (COMM material ID #22065).

15. A SEPA threshold Determination of Non-Significance for the proposed code amendments was issued February 5, 2016.

16. A Notice of Public Hearing for the proposed code amendments was published on February 5, 2016 in the Skagit Valley Herald. One written comment was received by the Planning Department (Exhibit B).

17. The Planning Commission held a public hearing to gather information and comments regarding proposed amendments to Chapter 17.20 SWMC at its regularly scheduled February 16, 2016 meeting. No members of the public chose to speak at the public hearing.

18. The Planning Commission discussed what impacts a public use can have on a commercial neighborhood and finds that certain public uses, such as a parking area for heavy machinery owned by the street department, would have a negative impact on neighboring commercial uses and may not be appropriate in the MC zone.

19. The Planning Commission further finds that additional review of a proposed public use through a conditional use process would ensure that the impacts of any future proposed public uses can be identified and mitigated, or if the potential impacts of the proposal cannot be mitigated, the proposal can be denied.

20. The Planning Commission finds that it is appropriate for the public to have the opportunity to review proposed public uses through the conditional use permit process.

21. After holding a public hearing and discussing the issues surrounding public uses in the MC zone, the Planning Commission made a motion to recommend that the City Council adopt the proposed amendments to SWMC 17.20.010. The motion carried 6-0.

CONCLUSIONS

The Planning Commission, having reviewed the Planning Department Memorandums, holding a public hearing and considering public testimony, makes the following conclusions:

1. Adoption of the proposed amendments to Chapter 17.20 SWMC complies with the State GMA, has been adequately vetted through the public review process, has been sent to the State Department of Commerce for review and the SEPA review process has been completed; and

2. The Planning Commission concludes that public uses may to be inconsistent with the intent of the MC zone; and

3. To ensure that the potential impacts of a proposed public use do not negatively affect the MC zone, public review of proposed public uses through the conditional use permit process is necessary;

4. Adoption of the proposed amendments to Chapter 17.20 SWMC is in conformance with the goals and policies of the Sedro-Woolley Comprehensive Plan.

DECISION

Based upon the foregoing, the Planning Commission recommends approval of the attached amendments to Chapter 17.20 SWMC (Exhibit A) to change public uses from a permitted use in the Mixed Commercial zone to a conditional use in the Mixed Commercial zone.

CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of recommended amendments to Chapter 17.20 SWMC to change public uses from a permitted use in the Mixed Commercial zone to a conditional use in the Mixed Commercial zone, at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, February 16, 2016**, at which time a quorum was present and the decision was for approval by a vote of **6 FOR**, **0 AGAINST**, and **0 ABSTENTIONS**.

Patrick Huggins, Planning Commission Chair

2-18-16
Date

Chapter 17.20
MIXED COMMERCIAL (MC) ZONE

Sections:

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

17.20.005 Intent.

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

17.20.010 Use restrictions.

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

A. Permitted Uses.

1. Retail, general services, recreational and cultural uses, light manufacturing, low-intensity agriculture;

2. Residential units contained above the first story of a commercial building (live/work units are specifically included), limited to eight such units per building;

3. *Repealed by Ord. 1709-11*;

~~4. Public uses;~~

4. ~~5.~~ Public utilities, other than wireless communications facilities;

5. ~~6.~~ Health facilities and services.

B. Conditional Uses.

1. Quasi-public uses.

2. Wireless communications facilities.

3. Public uses.

4. ~~3.~~ All other uses not otherwise prohibited.

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

17.20.020 Bulk restrictions.

A. Minimum setbacks to adjacent zones:

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

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

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

B. Maximum building height: thirty-five feet.

Exception: sixty feet, if minimum side and rear setbacks required in subsection A of this section are doubled. (Ord. 1729-12 § 1, 2012: Ord. 1677-10 § 1 (part), 2010; Ord. 1522-05 § 2, 2005: Ord. 1484-04 § 7 (part), 2004: Ord. 1387-00 § 1, 2000: Ord. 1312-98 § 1 (part), 1998: Ord. 1013 § 2.04.02, 1985)

17.20.030 Minimum lot size requirements.

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

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

17.20.040 Hazardous waste.

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

17.20.050 Design review.

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

17.20.060 Parking for residential uses in the MC zone.

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

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

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

Exhibit B

To **Findings of Fact, Conclusions and Recommendation**
Written Public Comments

Sedro-Woolley Planning Department
325 Metcalf Street
Sedro-Woolley, WA 98284

February 15, 2016

RE: Proposed Amendments to Chapter 17.20 – Mixed Commercial Zone of the Sedro-Woolley Municipal Code

Dear Sedro-Woolley Planning Commission,

I am writing to you as the owner of two Sedro-Woolley properties the Three Rivers Inn located at 210 Ball Street and the property formerly known as Alfy's Restaurant located at 221 Central Avenue. I have owned and operated the Three Rivers Inn since 2006. When I bought the restaurant in 2006 it had been closed for some time. After extensive renovations I opened the Restaurant in 2008 but later had to close it in September of 2014. The property has been sitting idle ever since.

I believe the mixed commercial zone should continue to allow for public uses as an outright allowed use. I oppose the adoption of the proposed amendment.

Regards,

-Peter Narwal

FEB 16 2016

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

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

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

MEMO:

To: Sedro-Woolley City Council
Mayor Wagoner

From: John Coleman, AICP
Planning Director

Date: February 24, 2016

Subject: Final Plat 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 final plat approval for the Plat of Sauk Mountain View Estates Phase V – Planned Residential Development?

PROJECT DESCRIPTION / HISTORY

The property owners have made a request for final plat approval for Phase V of the SMVE North - Planned Residential Development (PRD). The project was granted preliminary plat approval on December 9, 2015 under PRD application #LP-2014-094. Phase V of the PRD consists of twenty-eight (28) single-family residential lots, one tract dedicated for trails/emergency access (Tract P-4), and a tract (Lot 58 of SMVE North Phase 4) dedicated as private park/recreation area to benefit the properties in SMVE North Phase 5, as well as Phases 3 and 4.

The required improvements associated with Phase V have been completed or agreements are in place that requires the completion of the conditions for approval listed in the Preliminary Plat approval.

EXHIBITS

Resolution _____-16 granting final plat approval of Plat of Sauk Mountain View Estates North Phase V – A Planned Residential Development.

RECOMMENDATION

First Read – No action requested.

RESOLUTION NO. ____

A RESOLUTION GRANTING FINAL APPROVAL TO SAUK MOUNTAIN VIEW ESTATES NORTH PHASE FIVE – A PLANNED RESIDENTIAL DEVELOPMENT (PRD) APPLICATION NO. LP-2014-094

WHEREAS, on October 20, 2014 the Hearing Examiner for the City of Sedro-Woolley held a public hearing with proper notice, and recommended approval of preliminary plat approval of Sauk Mountain View Estates North Phase Five, subject to conditions; and

WHEREAS, on December 9, 2015, the City of Sedro-Woolley City Council approved Resolution No. 931-15 granting preliminary approval of said subdivision; and

WHEREAS, T. Jones Inc. and Dukes Hill, LLC, has applied for final plat approval of Sauk Mountain View Estates North Phase Five for a total of twenty-eight (28) lots and modifications to three lots within SMVE North Phase IV filed under AF#201203220011; and

WHEREAS, the final subdivision application upon final review is deemed to be within the scope of the project's environmental analysis and development conditions; and

WHEREAS, the conditions placed on the subdivision have been met or will be met to the satisfaction of the City of Sedro-Woolley;

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

Section 1. The City Council hereby adopts by reference the Hearing Examiner's Findings of Fact, Conclusion of Law and Decision dated November 4, 2015, and finds that the requirements of final plat approval for Phase Five of Sauk Mountain View Estates North, a PRD, have been met or will be satisfied.

Section 2. The City Council hereby grants final approval of Phase Five of Sauk Mountain View Estates North, a Planned Residential Development for twenty-eight (28) lots, subject to the conditions set forth in Section 3. Attached hereto is the proposed final plat (Attachment A).

Section 3. This approval is conditioned upon compliance with the following requirements:

(a) The applicant shall comply with the conditions of Hearing Examiner's Findings of Fact, Conclusion of Law and Decision (Attachment B) dated November 4, 2015, and the following:

(1) The applicant shall comply with the conditions of the Mitigated Determination of Non-Significance issued October 10, 2014; and

(2) The applicant shall complete all requirements specified in the Planning Department's letter dated February 17, 2016.

(b) Compliance with the conditions set forth in the documents submitted in support of approval for the project, including the traffic mitigation studies, the wetlands and drainage studies, landscaping plans, and other studies and designs which formed a basis for the staff recommendation for approval.

(d) Submission of a engineering survey, construction drawings, final plat and related documents to the satisfaction of City staff, incorporating the conditions of approval, delineating and dedicating appropriate right-of-ways, and containing covenants and conditions consistent with the approval for the project.

Passed and approved this _____ day of _____, 2016.

_____
KEITH WAGONER, MAYOR

Attest:

_____
Finance Director

Approved as to form:

_____
City Attorney

Attachment A

Plat Map of
"Sauk Mountain View Estates North – A Planned Residential Development Phase V
And Plat Alteration of Phase IV Filed Under AF#201203220011"

Attachment B

***Findings, Conclusions and Decision* of the Hearing Examiner**

Attachment A

Plat Map of
"Sauk Mountain View Estates North – A Planned Residential Development Phase V
And Plat Alteration of Phase IV Filed Under AF#201203220011"

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, 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

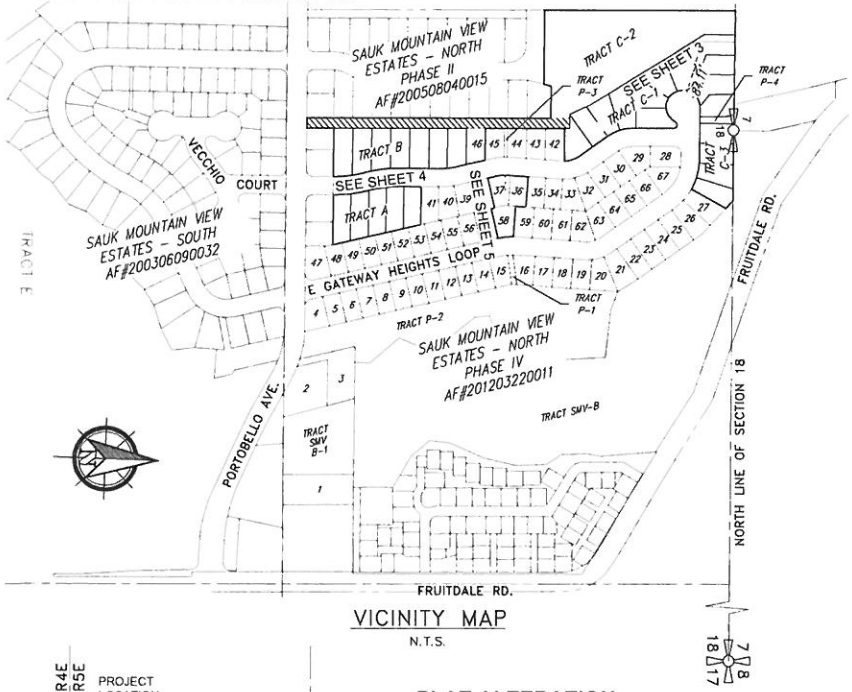
THIS PLAT OF SAUK MOUNTAIN VIEW ESTATES NORTH-A PLANNED RESIDENTIAL DEVELOPMENT PHASE V IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS AS WERE RECORDED FOR SAUK MOUNTAIN VIEW ESTATES NORTH - PHASE III/IV HOMEOWNERS ASSOCIATION, RECORDED UNDER AUDITORS FILE# 200507180165, RECORDS OF THE SKAGIT COUNTY AUDITOR'S OFFICE, AND AS MODIFIED BY AUDITOR'S FILE# _____

AUDITOR'S CERTIFICATE

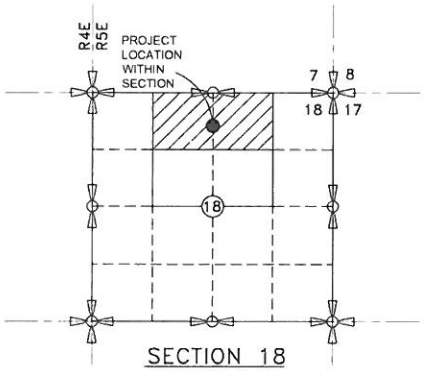
FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON THIS _____ DAY OF _____, 201_ AT _____ A.M./P.M. AT THE REQUEST OF

_____ AND IS RECORDED UNDER AUDITOR'S FILE NUMBER _____

AUDITOR OF SKAGIT COUNTY



VICINITY MAP
N.T.S.



SECTION 18
TWP 35N, R 5E

PLAT ALTERATION

THE PLAT OF SAUK MOUNTAIN VIEW ESTATES NORTH-A PLANNED RESIDENTIAL DEVELOPMENT PHASE IV 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 AND LOTS 42-46 ARE HEREBY MODIFIED TO ADD EASEMENTS AS SHOWN ON THIS PLAT. A 16.5' 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 58 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

Job Number:	13009
Issue Date:	2/9/2016
Page	1 OF 5

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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-WOOLLEY, SKAGIT COUNTY, WASHINGTON STATE

DEDICATION AND DECLARATION

KNOW BY ALL THESE PEOPLE PRESENT THAT WE THE UNDERSIGNED HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, DRIVES, AVENUES, COURTS, ETC. SHOWN THEREON. WE ALSO HEREBY DEDICATE LOT 58 OF SAUK MOUNTAIN VIEW ESTATES NORTH A PLANNED RESIDENTIAL DEVELOPMENT PHASE IV TO THE HOMEOWNER'S ASSOCIATION FOR USE AS PARKLAND AS NOTED ON SHEET 5.

_____ _____
ROBERT JANICKI, MANAGING PARTNER DATE
DUKES HILL L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

_____ _____
TREVOR JONES, PRESIDENT DATE
T. JONES INC., A WASHINGTON CORPORATION

ACKNOWLEDGEMENT

STATE OF WASHINGTON
§
COUNTY OF SKAGIT

ON THIS _____ DAY OF _____, 201_, BEFORE ME PERSONALLY APPEARED ROBERT JANICKI, TO ME KNOWN TO BE THE MANAGING PARTNER OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

_____ NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON,
RESIDING AT_____

ACKNOWLEDGEMENT

STATE OF WASHINGTON
§
COUNTY OF SKAGIT

ON THIS _____ DAY OF _____, 201_, BEFORE ME PERSONALLY APPEARED TREVOR JONES, TO ME KNOWN TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

_____ NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON,
RESIDING AT_____

LOT 7 & 8 JOINT ACCESS AGREEMENT

ALL COST OF MAINTAINING, REPARING, IMPROVING OR OTHERWISE CONNECTED WITH SAID DRIVEWAY SHALL BE BORNE EQUALLY BY THE LOT OWNERS, IF THEY ARE USERS THEREOF. SAID COSTS SHALL THEREFORE BECOME AN ENFORCEABLE LIEN AGAINST ANY LOT WHOSE OWNERS REFUSE OR FAIL TO PARTICIPATE IN THE MAINTENANCE, REPAIRS, OR IMPROVEMENTS MADE BY AGREEMENT OF THE OTHER OWNERS. THIS PROVISION SHALL BE CONSTRUED AS A COVENANT RUNNING WITH THE LAND.

BASIS OF BEARING

THE CENTERLINE BEARING, S 88°18'58" W, AND DISTANCE, 371.03', AS SHOWN ON SAUK MOUNTAIN VIEW ESTATES-SOUTH-A PLANNED RESIDENTIAL DEVELOPMENT, PHASE 3, AS RECORDED UNDER AF# 200505260107.

SURVEY EQUIPMENT AND PROCEDURE

THIS SURVEY WAS COMPLETED AND ACCOMPLISHED BY FIELD TRAVERSE USING A NIKON DTM-652-1 AND A TOPCON GR-3 GPS UNIT TOTAL STATION BETWEEN DECEMBER, 2014 TO JUNE, 2015.

GENERAL NOTES

1. ALL RUNOFF FROM IMPERVIOUS SURFACES AND ROOF DRAINS SHALL BE DIRECTED SO AS NOT TO ADVERSELY AFFECT ADJACENT PROPERTIES.
2. THE PROPERTY WITHIN THIS PLAT IS ZONED RESIDENTIAL 5 (R5).

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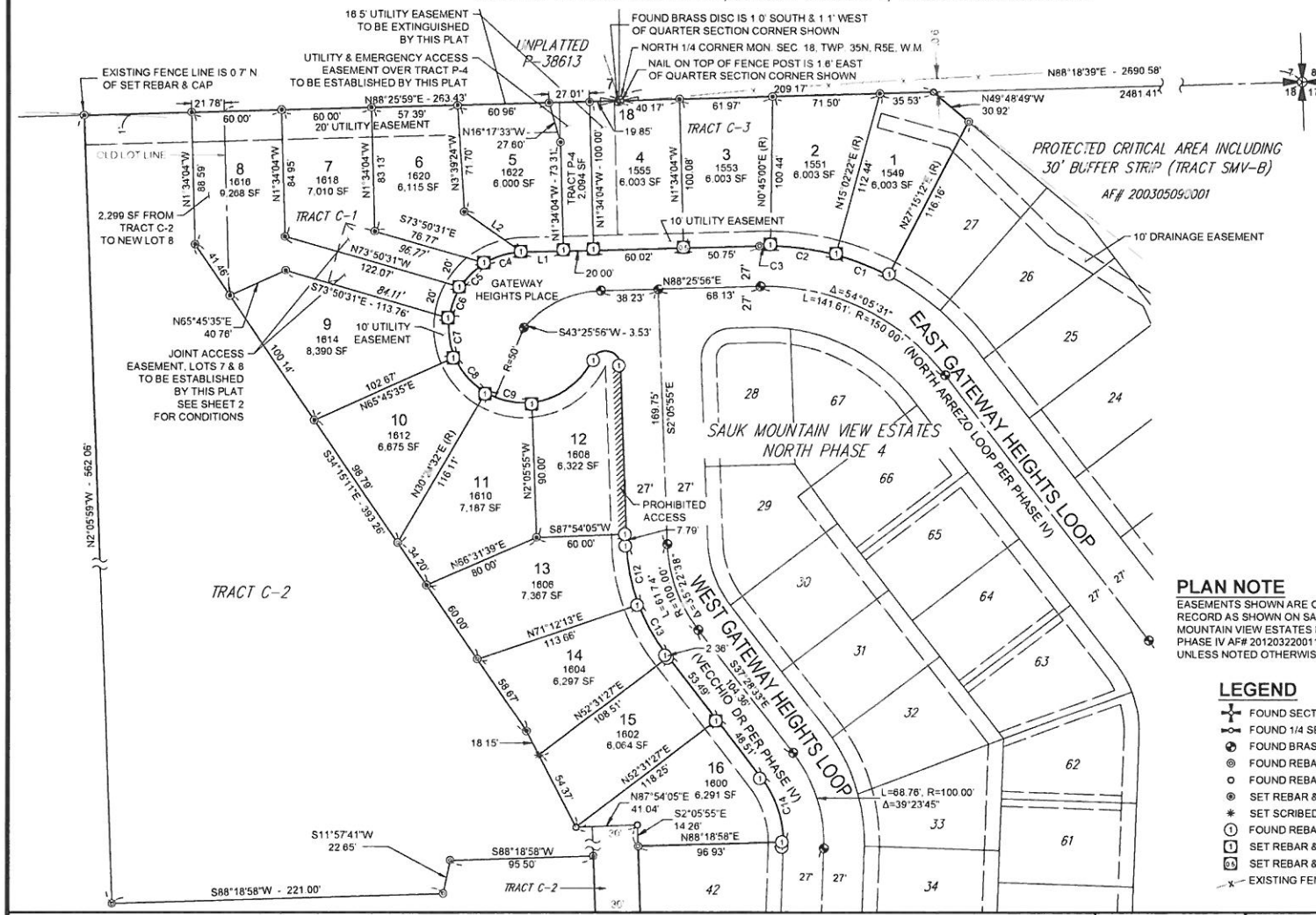
SAUK MOUNTAIN VIEW ESTATES NORTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE V AND PLAT ALTERATION OF PHASE IV FILED UNDER AF# 201203220011

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, 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	7.16	177.00	2°19'04"
C4	25.78	50.00	29°32'50"
C5	23.17	50.00	26°33'21"
C6	21.95	50.00	25°09'25"
C7	26.24	50.00	30°04'05"
C8	32.02	50.00	36°41'43"
C9	31.80	50.00	36°26'32"
C10	51.49	50.00	59°00'12"
C11	26.89	10.00	152°56'16"
C12	40.17	127.00	18°07'20"
C13	38.25	127.00	17°15'18"
C14	46.67	73.00	36°38'00"

Parcel Line Table		
Line #	Length	Direction
L1	27.58	N88° 25' 56"E
L2	47.23	S54° 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"
- FOUND REBAR & CAP, #9361 ON 1' OFFSET INTO LOT
- SET REBAR & CAP, #9361 ON 1' OFFSET INTO LOT
- SET REBAR & CAP, #9361 ON 0.5' OFFSET INTO LOT
- EXISTING FENCE LINE

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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-WOOLLEY, SKAGIT COUNTY, WASHINGTON STATE

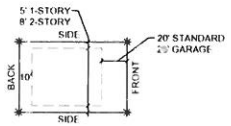
Curve Table			
Curve #	Length	Radius	Delta
C15	35.73	338.49	5°05'04"
C16	21.80	390.49	3°11'57"
C17	28.11	390.49	4°07'28"
C18	17.42	173.00	5°46'06"
C19	22.93	173.00	7°35'38"

PLAN NOTES

1. EASEMENTS SHOWN ARE OF RECORD AS SHOWN ON SAUK MOUNTAIN VIEW ESTATES NORTH PHASE IV AF# 201203220011 UNLESS NOTED OTHERWISE
2. 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

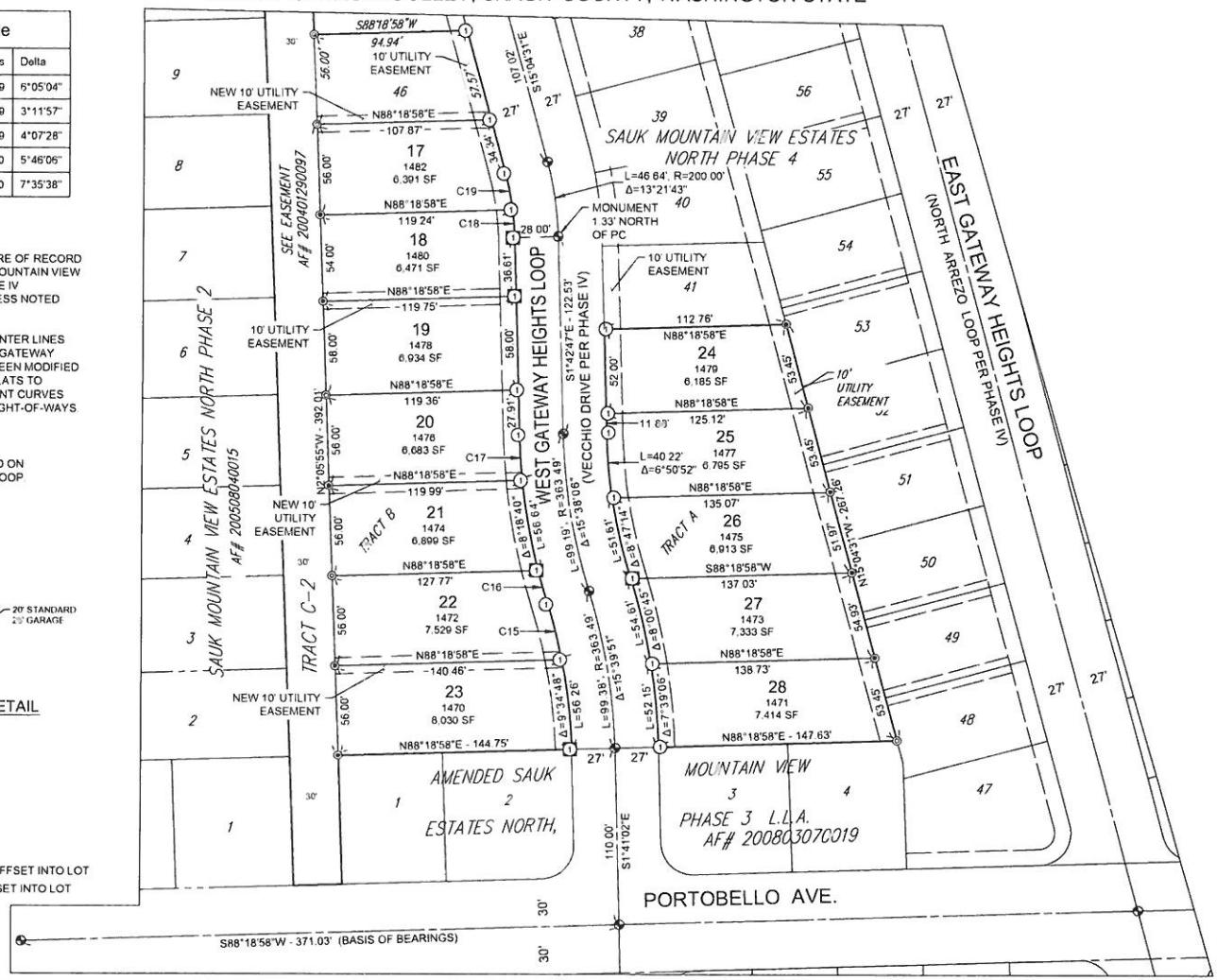
LOTS 17-28 ARE ADDRESSED ON WEST GATEWAY HEIGHTS LOOP



BUILDING SETBACK DETAIL
(TYP.)

LEGEND

- FOUND BRASS DISK IN CONC. MON
- FOUND REBAR & CAP, #9361
- SET REBAR & CAP, #9361
- FOUND REBAR & CAP, #9361 ON 1' OFFSET INTO LOT
- SET REBAR & CAP, #9361 ON 1' OFFSET INTO LOT



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SCALE: 1" = 50'

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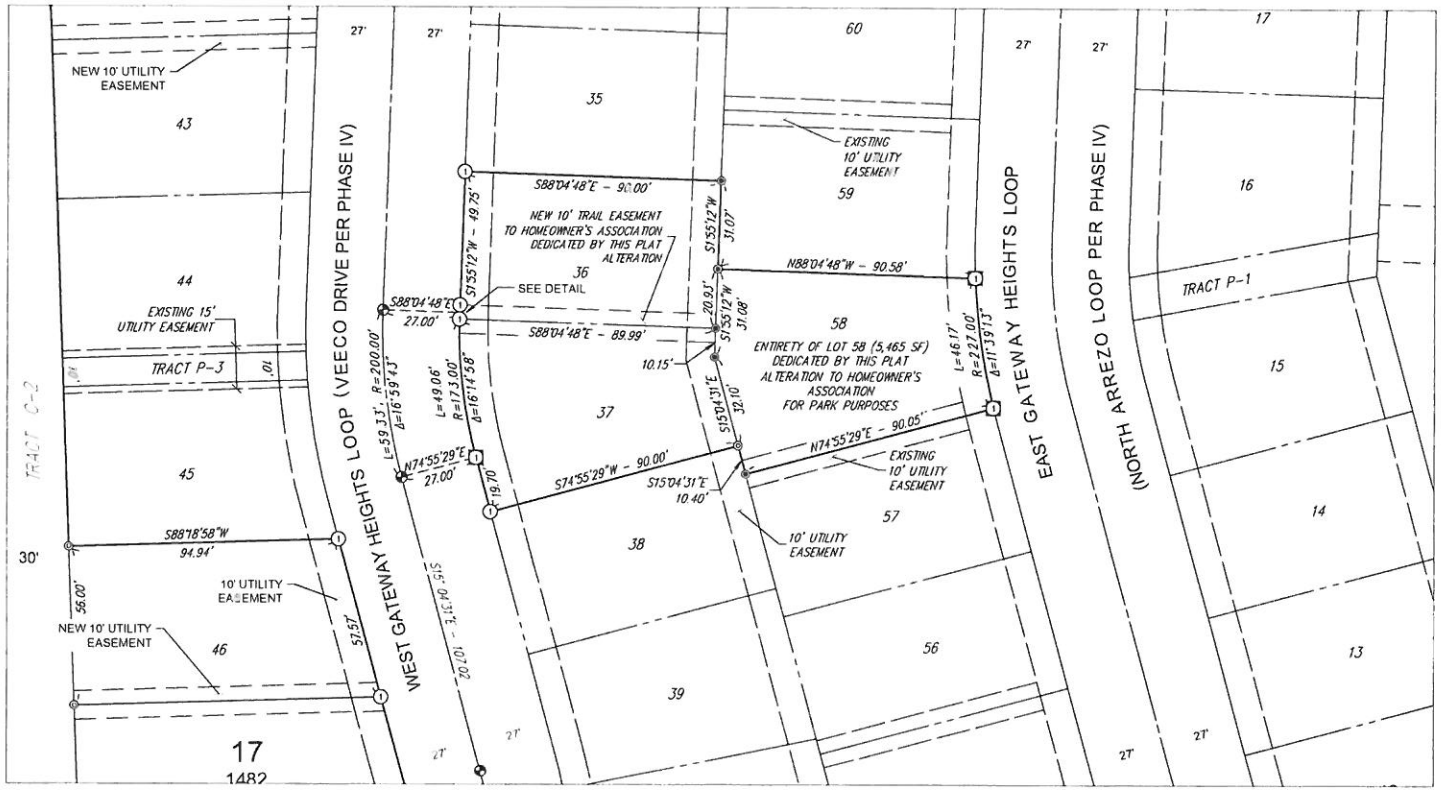
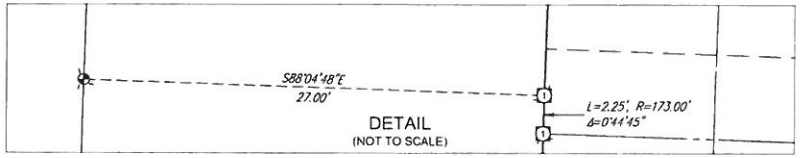
SAUK MOUNTAIN VIEW ESTATES NORTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE V AND PLAT ALTERATION OF PHASE IV FILED UNDER AF# 201203220011

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-WOOLLEY, SKAGIT COUNTY, WASHINGTON STATE

PHASE IV PLAT ALTERATION





LEGEND

- FOUND BRASS DISK IN CONC. MON.
- FOUND REBAR & CAP, #9361
- FOUND REBAR & CAP, #9361 ON 1' OFFSET INTO LOT
- SET REBAR & CAP, #9361
- SET REBAR & CAP, #9361 ON 1' OFFSET INTO LOT

PLAN NOTE

EASEMENTS SHOWN ARE OF RECORD AS SHOWN ON SAUK MOUNTAIN VIEW ESTATES NORTH PHASE IV AF# 201203220011 UNLESS NOTED OTHERWISE.

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.

RONALD T. JEPSON & ASSOC.
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PHONE: (360) 733-5760 | FAX: (360) 647-8939 | EMAIL: RJEPSON@JEPSONENGINEERING.COM

SCALE: 1" = 30'

Job Number:	13009
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Attachment B

***Findings, Conclusions and Decision* of the Hearing Examiner**

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

ORIGINAL

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-Wooley 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

NOV - 6 2015

2014 94 yb

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-Wooley 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.

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[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% 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 Asessor'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; Title15.40 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.

Scott G. Thomas,
Hearing Examiner

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

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

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: February 24, 2016

The following agreement(s) were approved and are provided for your information:

Contract	Purpose	Date	Dollar Amount
1. Public Works Agreement 2016-PW-05 Seven Sisters, Inc.	Memorial Park Caretaker Residence Electrical Project	2/8/2016	$9999.36
2. Public Works Agreement 2016-PW-06 JM Const. & Drywall LLC	Memorial Park Caretakers Residence Drywall Project	2/8/2016	$5696.25
3. Public Works Agreement 2016-PW-13 A & E Insulation, Inc.	Memorial Park Caretaker Residence Insulation Project	2/17/2016	$2256.80

Contract(s) available in their entirety at the Finance Department

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

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

Sylvia Matterand
PO BOX 597
Clearlake WA 98235

I support the proposed collaboration that Mayor Wagoner has proposed to the partial rural library district. It is a great start and a good draft to work from. I would encourage the board and constituents of this library district to also support cooperation, and for the patrons and citizens of the City of Sedro-Woolley to do so as well.

My friends and I have been researching why these two libraries haven't joined already for over half a year. There seems to have been some missteps that have occurred but nothing that isn't insurmountable. I urge all of you to listen to the Mayor, get the facts, and stop listening to rumors and insults and to move forward with a plan to build one great library that all of us can benefit from, whether we are in the City of Sedro-Woolley or outside of the city limits within the Sedro-Woolley School district boundaries.

There will be public input. Tonight is an example. You will have a voice in how this will work. Don't you want your input to be sensible, reasonable and for the benefit of all, rather than hysteria and wasted anger?

My friend Susan Trout couldn't be here tonight, but she gave testimony at the January rural library board meeting. She talked about five years from now, if there isn't cooperation: one student, from Sedro-Woolley High School, who happens to live in the city limits, will go to her smaller, less technology filled library to help her complete an assignment. Another SWHS student, from the Samish School area, or Lyman, or Clear Lake, goes to his large, modern, tech-filled library to help him with his same assignment. He is able to access more resources and help, while his classmate can't. Why shouldn't these two students have access to the same great resources? Why shouldn't all of us tax payers be getting better efficiency for our dollar from ONE library for us to access? Why shouldn't all of us, regardless of age or income, be able to access the best we can provide with combined resources?

To not have cooperation and collaboration is wasteful and foolish. We can figure out a way to make this work and I encourage everyone involved, residents of both areas, to support cooperation. I especially encourage the board of the Central Skagit Library district to sit down and work on this, and the residents of Sedro-Woolley to back their mayor and their council and their City Library staff to do the same. Let's not start a mini civil war over this, and work together so that three years from now, 30 or more years from now, we have something we can be proud of. We could have the shining gem of the county that could even open reciprocal library priviledges with neighboring counties

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

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

Susan Trout
26347 Burmaster Rd
Sedro Woolley WA 98284
360-391-3380

A plea to all involved in the Sedro Woolley city and district library tug-a-war.
Please drop the rope and ask yourselves the question:
What kind of Library is best for our entire community?
Our community is within the boundaries of our school district and the city of Sedro Woolley is the heartbeat.
Our community needs:
-A current catalog of books for checkout.
-Fast reliable internet and wi-fi with all the equipment and trained personnel to keep it up and running.
-Classes on all things technology based.
-Equipment to complete projects ie: copy, print, bind,
-Extended hours, before and after school and work, which requires additional staffing and security.
-Spanish and Russian language and cultural classes along with ESL and citizenship classes.
-Assistance with resumes, job search and applications, certification and licensing classes and testing.
Our community needs to support and expand upon what the teachers and counselors are providing to our children within their limited budget, staff and hours.
Our children need:
-opportunities to foster a love of all forms of learning.
-Assistance with schoolwork, research and projects.
-Test preparation including SAT.
-Career counseling
-College applications, scholarships and financial aid.
This community library is a continually evolving learning center and the ONLY way to accomplish this is TOGETHER!
The city brings their fine catalog of books and the carefully planned, new building and infrastructure.
The district brings an enormous budget and a library staff which has the experience of creating, organizing, hiring and managing a large scale library system.
We have the opportunity to create a lasting legacy that meets our community's current and future needs.

Let's keep working together to create one great library that everyone will want to use and be proud of.

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

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

To: Mayor Keith Wagoner
From: Danny and Linda Noel
Re: Merging City and Regional Libraries
Date: February 15, 2016

After attending last week's City Council meeting, we have the following observations and concerns regarding the proposed merger of the city and regional libraries:

1. Having a foot in both camps, as we own property both in the city and the county, we see the typical problems beginning to emerge that we faced when trying to move the Skagit County Fair to Sedro Woolley many years ago.

A. Concern that the city government has a hidden agenda. From the beginning, there was fear that the city was planning to de-fund the public library. Of course, you have gone on record to assure both sides that the city would continue to pay their fair share of the costs of maintaining a joint venture. However, there are citizens who are skeptical of city government and are reluctant to change the status quo.

B. Fear of change. Some in our city use the library regularly and are reluctant to see it change into something unfamiliar. We heard from three attendees at the Council meeting fear that their taxes would go up in order to fund the new building.

C. Personal animosity among board members on both the city library board and the county library board. Although the Council meeting was relatively respectful, the December 15th meeting was not. Presently, we see two entities running parallel courses: the city library and board and the regional library and board. At some point, these two paths must merge. With so much animosity apparent between the two, continuing effectively is out of the question. A clean slate and a trained mediator are needed.

2. There are RCW rules that may have been overlooked as well as protocols that should have taken place.

A. According to RCW 27.320 paragraph 3, the regional library board has the authority to control the county collection. By placing the city library collection into the regional library, if the merger were to dissolve, the collection would by law revert to the State Library, not back to the city.

B. According to the newspaper report (Skagit Valley Herald, May 9, 2012) the city librarian stated that after the passage of the district regional library system, the city would then vote on annexing. Mentioning a February election in that same article precludes the council from this endeavor and moves it to a vote of the citizens.

3. We have concerns about how the regional library is progressing. There have already been two librarians at the helm, and frankly, we see little movement. Allowing for the fact that there may be a great deal going on behind the scenes, the job description which includes outreach to the public and dissemination of materials to the same has not in our estimation been met. A collection of 2,000 titles, which includes electronic materials is dismal to say the least. With an operating budget of over $1,000,000. annually, we should be seeing more impact. At the present rate, and adding a merger into the mix, how much longer will this take? There needs to be an "accounting of progress" made public with clear goals and benchmarks.

5. Conclusions:

A. At this point, we suggest that the city attorney scrutinize the laws and codes in place to find solutions or compromises so that this project does not bog down in a legal quagmire.

B. An objective, trained mediator should be put in place to resolve the personnel issues. Both of us have experience in school district negotiations and we know that an objective voice is also the clearest. In a small town like ours, many people are related either by birth or by allegiances formed in church, jobs, etc. It is difficult to change anything when one knows that a friend or relative may suffer the consequences. No one should be a victim, least of all the city librarians who orchestrated this merger initially. Having a mediator help in consensus-building may provide some relief. While not everyone will be pleased with the outcome, at least most logical folks will learn to accept it, and our town will not be divided. After all, the idea behind this is to give equal advantage for quality library service to all in our district and to merge a substantial funding source that will provide ample revenue to achieve it. And please, if you decide to do

this, and we implore you to, don't select a mediator from inside the area just for convenience sake. It is imperative that this individual be trained in mediation and be totally objective.

C. Many years ago, we both served on the Skagit County Fair Board. It was our motion that resulted in a study to move the Fair to the Northern State facility. Everything was moving smoothly, the state was on board, the county was on board, and then it came to Sedro Woolley. At that point, the wheels came off. To this day, we are not sure what caused this to happen. But we do know that something stopped the momentum, and what could have become a top-notch facility comparable to Lynden's and even becoming a State Fair facility remains locked in its traditional spot. In retrospect, we wish that we had insisted on mediation. We do not want what happened to the County Fair to happen with this merger of libraries here in Sedro-Woolley. We are in favor of a collaboration that provides the district with a facility providing cutting-edge research, a collection of books for leisure reading, a space for groups to meet, and curriculum support for our children.

Christine Salseina

From: Julia Johnson
Sent: Thursday, February 18, 2016 9:27 AM
To: Christine Salseina
Subject: Letter from Ward 4, re: Library

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 24 2016

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

Christine,

I spoke with Eron regarding the following letter I received, and he suggested it be added to the next Council Packet so it could become part of the 'record' for opinions given regarding the Library.

Thank you,

Julia Johnson, MA
Ward 4 Council Member
City of Sedro-Woolley
360.708.2178

Sent from my iPad

Begin forwarded message:

> **From:** Robin Gillis <robineggnest@msn.com>
> **Date:** February 12, 2016 at 1:21:17 AM PST
> **To:** <ward4@ci.sedro-woolley.wa.us>
> **Subject: Ward 4 Library**
>
> Ms. Johnson,
> It has been brought to my attention that I as a city taxpayer will foot the bill for a new/remodeled library building for the Central etc. library to lease and they will "inherit" all existing books (including those I have donated) equipment, furniture, etc. from MY LIBRARY without paying a dime. They have 3x the operating budget of our library and should pay for everything. Our beautiful Carnegie library was already destroyed years before and now this! Why are we not allowed to vote to keep our library? I thought (as did lots of others) the new tax dollars would go to improve the current library. For three years the money has been wasted paying people from out of state to administrate NOTHING. I am outraged over the mayor's self-proclaimed "brilliant" plan. I did not vote for him but I did vote for you to represent my best interests.
> I am concerned a bond will be issued behind my back just like how the new City Hall was built. I am not rich enough to hire a lawyer to fight this or find out if the "contract proposal" is even legal without a public vote. Where do I turn for advice about my citizen rights when I feel my hands are tied.
> Robin Gillis
> Jameson Street
>
> Sent from my iPad

AWC
ASSOCIATION OF WASHINGTON CITIES
1076 Franklin Street SE • Olympia, WA 98501-1346

Date: February 11, 2016

To: Mayor Keith Wagoner, City of Sedro-Woolley

From: Craig George, AWC Board Nominating Committee Chair

Subject: 2016 AWC Board of Directors Recruitment

CITY COUNCIL AGENDA
REGULAR MEETING
FEB 24 2016
7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 9

As the presiding Chair of the AWC's Nominating Committee, I have the distinct pleasure of calling for nominations to the 2016 Board of Directors.

Members of the AWC Board of Directors play a critical leadership role in the success of the Association. As a board member, you would provide guidance regarding legislative proposals as outlined in the Statement of Policy adopted by AWC member delegates. The board also reviews and adopts AWC's annual operating budget, establishes membership fees, and provides policy direction regarding other issues of concern.

The 2016 Nominating Committee is currently calling for applications for ten AWC Board of Director positions that include District #14 and At-Large #2 (Western).

The Nominating Committee strongly encourages you to share this information with your city council.

If you or someone on your city council is interested in serving in this capacity, please complete and return the **Board of Directors application found here:** http://www.awcnet.org/portals/0/documents/awc/BoardApp.pdf **by 5 pm on Friday, March 25, 2016**. You may mail, fax or email this form to the attention of Michelle Catlin, Association of Washington Cities, 1076 Franklin Street SE, Olympia, WA 98501; Fax: (360) 753-0149; or email to michellec@awcnet.org.

Cities represented in the open AWC Board District #14 position are:

Anacortes	Concrete	Friday Harbor	Lyman	Oak Harbor
Bellingham	Coupeville	Hamilton	Lynden	Sedro-Woolley
Blaine	Everson	La Conner	Mount Vernon	Sumas
Burlington	Ferndale	Langley	Nooksack	

At-Large #2 represents cities west of the crest of the Cascade Mountain Range (pop. less than 5,000)
At-Large #4 represents cities east of the crest of the Cascade Mountain range (pop. less than 5,000)

Additional information at the AWC Board of Directors and a district map can be found on the AWC's website: www.awcnet.org.