

Next Ord: 1855-16  
Next Res: 947-16

VISION STATEMENT

SEDRO-WOLLEY 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**

**September 28, 2016**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar.....4-56

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 (including September 7, 2016 Worksession Minutes)
  - c. Finance
    - Claim Checks #184601 to #184670 plus EFT's in the amount of \$733,532.97
    - Payroll Checks #59044 to #59055 plus EFT's in the amount of \$219,688.28
  - d. Interlocal Agreement with Skagit County District Court Probation 2017 - 2019
  - e. Postage Meter Contract
  - f. Amendment #1 to Agreement #C20160052 – SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South
  - g. Agreement between SWPD and Job Corps
  - h. Possible Contract Award – 2016 Klinger Street Bridge Shotcrete Project – Contract 2016-PW-24 – Combined Construction, Inc.
  - i. Loggerodeo, Inc., Lease Agreement
- 4. Special Presentation - PSE Storm Preparations with Lynn Murphy
  - 5. Special Presentation -YMCA Update with Renata Maybruck
  - 6. Public Comment.....57

**PUBLIC HEARING**

**UNFINISHED BUSINESS**

- 7. Proposed Ordinance amending Stormwater Management Ordinance SWMC Ch. 13.36 and Stormwater Maintenance Ordinance SWMC Ch. 13.40 for incorporation of the 2014 Stormwater Management Manual for Western WA (*2<sup>nd</sup> reading*)..... 58-76

**NEW BUSINESS**

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

- 8. Written Reports to Council..... 77-81
- 9. Informational Items..... 82-84

**EXECUTIVE SESSION**

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

**Next Meeting:**

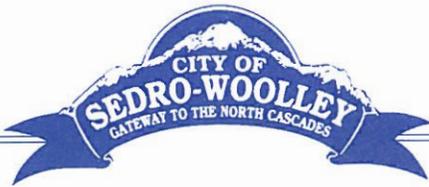
**October 5, 2016 Council Worksession  
Public Safety Training Room  
220 Munro  
7:00 PM**

**COMMITTEE ASSIGNMENTS  
2016**

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

SEP 28 2016

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



DATE: September 28, 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 September 28, 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.

SEP 28 2016

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 316

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CITY OF SEDRO-WOOLLEY  
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Joint Council and Planning Commission Worksession  
September 7, 2016  
Public Safety/Fire Department Training Room

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

Flag Salute

ROLL CALL: Present: Mayor Keith Wagoner, Councilmembers: Judith Dunn Lee, Brenda Kinzer, Julia Johnson, Chuck Owen and Rick Lemley Planning Commission Members: Joe Fattizzi, Patrick Huggins, Jennifer Jacobs, Eric Johnson, Stephanie Lokkebo and Silas Maddox

**Department Update: Planning & Building**

Mayor Wagoner explained John Coleman's opportunity as one of three finalists for Lynden City Planner. If John is selected, the City will need to search for an appropriate replacement.

Planning Director Coleman gave a presentation on the status of the Planning Department, work load, and upcoming projects in the City. The City has seen very significant increases in construction and permit applications for future projects. Coleman asked the Council to consider increasing personnel in the future.

**Miscellaneous**

Councilmember Kinzer spoke about her desire to locate and restore grave markers at the Northern State Cemetery. She is working with DES to gather information on what can be done and by what mechanism. She stated that there are organizations e.g. (Grave Matters) which can provide guidance and training on proper techniques.

Councilmember Lemley reminded everyone to come out and support the annual Skateboard Competition and Sedro-Woolley Founders' Day events.

The worksession adjourned at 8:50 P.M.

SEP 28 2016

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 56

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
September 14, 2016 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Keith Wagoner; Councilmembers: Germaine Kornegay (Late), Brenda Kinzer, Julia Johnson, Chuck Owen, Rick Lemley and Brett Sandstrom. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiberger, Fire Chief Klinger and Police Chief Tucker.

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

Pledge of Allegiance

Councilmember Kinzer moved to excuse Councilmember Dunn Lee's absence. Seconded by Councilmember Owen. Motion carried (5-0).

Mayor Wagoner addressed *Item C – Claim Checks*, check #184536 will be voided. *Item E – Interlocal Agreement Between the City, County and Port Regarding SWIFT Center* he requested to be pulled for further discussion.

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
  - Claim Checks #184492 to #184600 in the amount of \$307,291.28.
  - Payroll Checks #59026 to #59043 plus EFT's in the amount of \$307,748.63
- Ordinance 1854-16 – 2016 Budget Amendment #3
- Interlocal Agreement between the City, County and Port regarding SWIFT Center

Councilmember Lemley moved to approve the consent calendar items A through D with the exception of voided check #184536. Seconded by Councilmember Johnson.

Councilmember Kornegay arrived at 7:02

Councilmember Lemley abstained from check #184530 payable to JJ's Cruisers.

Motion carried (5-0).

Item E – Interlocal Agreement between City, County and Port Regarding SWIFT Center.

City Supervisor/Attorney Berg reviewed Item E Interlocal Agreement. He had requested the item be pulled because the County Attorney has some language changes within the agreement. He requested approval subject to final review by the Mayor and City Attorney.

Councilmember Johnson moved to approve the Interlocal – Item E between the City and the Port pending final revisions and approval by the City Attorney. Councilmember Kinzer questioned the timeline. Seconded by Councilmember Sandström. Motion carried (5-1, Councilmember Kinzer opposed).

#### Special Presentations

##### Proclamation – Late Materials

Calista Scott spoke to the Council regarding Diaper Need Awareness which focuses on the need of diapers for low income families. She reviewed statistics and facts regarding the need both in the state and nationally. Scott addressed National Diaper Need Awareness Week is September 26<sup>th</sup> through October 2<sup>nd</sup> and Scott encouraged citizens to recognize the importance of diapers in helping provide economic stability for families and distribute diapers to poor families through various channels.

Councilmember Lemley moved to proclaim the City of Sedro-Woolley, declaring the week of September 26<sup>th</sup> through October 2<sup>nd</sup>, 2016 Diaper Need Awareness Week. Seconded by Councilmember Kornegay. Motion carried (6-0).

Mayor Wagoner read the proclamation and presented a copy to Calista Scott.

##### Senior Center

Ellen Schweigert – Director of the Senior Center thanked the Council for the support of the center and spoke on National Senior Center Month in the month of September. She passed out a handout of a power point presentation and spoke of various activities that they have done over the years. She noted the official celebration of National Senior Center Month with a pie social in Mt. Vernon on September 21<sup>st</sup> and read the County Commissioners Proclamation. She also addressed the energy and time that the volunteers bring to the center.

Mayor Wagoner commented on how proud he was of the facility and the job that is being done at the center.

Schweigert commended the work of Nathan Salseina, Kevin Kesti and Ray Fox for continually going above and beyond and taking great care of the facility.

##### Public Comment

Kevin Loy – 128 Garden of Eden Road – presented a report on the Skate Board Competition held on September 10<sup>th</sup>. He noted approximately 300 in attendance with 60 competitors from all over the state. Loy stated the event gets better every year and they are looking forward to next year.

Julie Anderson – 900 W. State Rt. 20, addressed the number of signs that are all around the city on the right of ways. She spoke of the many “Woolley Party” signs and passed out their platform for council information. She encouraged the Council take action and spoke of the potential for it to become bigger and uglier if nothing is done.

Christine Johnson – 801 McLean, spoke of her history of being a Sedro Woolley resident and her involvement with Project Homeless Connect and the generous volunteers who participated. She addressed the fact that the Council is a paid position as well as the Mayor and that others want the job as well. She noted that many citizens care deeply for the city and volunteer in a quiet manner. She asked Council to please keep in mind we are not here as agitators but because we care and are here to make sure the right things happen for our community.

Beverly Conn – 5024B 124<sup>th</sup> St. NW, Stanwood, noted she was previously a Sedro Woolley resident and was instrumental in the campaign of the Rural Library Board. She noted Skagit County is only one of three counties that does not have a county library system and we are no closer to having a library to meet the need. Conn stated kids are less likely to fail if they have an adequate library and believes the current City library does not meet the 2016 basic needs of the community. She stated the only intent of voting in the rural library three years ago was so the City Library would be annexed and at the end there would be on large library to serve the citizens.

## **PUBLIC HEARING**

## **UNFINISHED BUSINESS**

### Skagit County EMS Model Update

City Supervisor/Attorney Berg reported on the Skagit County EMS Model Update noting Councilmember Dunn Lee serves on the committee as well. He reviewed three options being considered and detailed each option with advantages and disadvantages. The three options are: 1) Status Quo, 2) County Department and 3) EMS District. He stated there are no complaints about the levels of service but there are concerns of the long term financial viability of the system and requested input from Council.

## **NEW BUSINESS**

Proposed Ordinance Amending Stormwater Management Ordinance SWMC Ch. 13.36 and Stormwater Maintenance Ordinance SWMC Ch. 13.40 for Incorporation of the 2014 Stormwater Management Manual for Western WA

Public Works Director Freiburger reviewed the proposed ordinance and presented background information. He noted we have been operating under documents for past 6 years referencing the 2005 Stormwater Manual. The updates would require use of low impact developments and reference the 2014 Stormwater Management Manual. This is a first read. Action will be requested at the next meeting.

## COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Tucker – presented an out of state travel request for Detective Eaton to attend the Crisis Intervention Negotiators Conference. He noted it was being held in Portland, Oregon and would be a minimal cost to the budget.

Councilmember Sandström moved to approve Detective Eaton’s travel. Seconded by Councilmember Lemley. Motion carried (6-0).

Police Chief Tucker -- reported on a child abduction report that turned out to be false. He also reported that Officer Lasley is back on duty, he has been attending lethality assessment training, the new patches are on all uniforms, Officer Eddy has completed his WSP training for commercial vehicle enforcement and 911 events held and attended.

Fire Chief Klinger – announced the 26<sup>th</sup> Annual Burns to Boot event will be held on October 1<sup>st</sup> with the proceeds to benefit the Phoenix Burn Foundation. They are also gearing up for Fire Prevention Week.

Public Works Director Freiburger – reported the Jameson roundabout opened September 5<sup>th</sup>. There are still some punch list items to complete and final striping will be done on September 26<sup>th</sup>.

Finance Director Nelson – pointed out the quarterly report on Senior Center usage in packet. She noted budget preparations have started, she will be in Spokane next week for the WFOA conference and the Auditors are scheduled to arrive on September 27<sup>th</sup>.

Councilmember Kornegay – read an email received regarding the upcoming Northern State Veterans Picnic and Dedication Ceremony on September 26<sup>th</sup>.

Councilmember Kinzer – commented on Bingham Park and stated she appreciates Phil at the park. She also announced the upcoming work party for the Northern State Hospital Cemetery restoration on October 2<sup>nd</sup>.

Councilmember Johnson – announced the upcoming visit of Joe Vitovec, author of the book Full Circle on Tuesday at Library. She also commented on the Founders Day car show and meal sponsored by the Museum. Johnson congratulated the Waste Water Treatment Plant for their receipt of the Department of Ecology 2015 Outstanding performance award.

Councilmember Owen – thanked Ellen Schweigert for her program on the Senior Center and noted the Center is dependent on volunteers.

Councilmember Lemley – thanked everyone who participated in the Founders Day Car Show for a good success. He thanked Mayor Wagoner for arranging the fly over and Fire Chief Klinger for having the ladder truck there. Lemley noted the car club 1986 and will be disbanding. He reported the proceeds of the event will go to the Helping Hands Food Bank. He also reported on

two incidents at the traffic circle at Township and Dunlop and thanked the sponsors of the car show trophies.

### **EXECUTIVE SESSION**

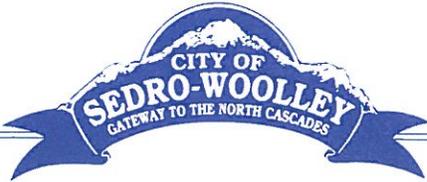
The meeting adjourned to executive session at 8:22 P.M. under RCW 42.30.140 for the purpose of review of performance of a public employee for approximately 15 minutes with no decision anticipated.

The meeting reconvened at 8:37 P.M.

The meeting adjourned at 8:37 P.M. without objection.

SEP 28 2016

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



DATE: September 28, 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 September 28, 2016.

Motion to approve Claim Checks #184601 to #184670 plus EFT's in the amount of \$733,532.97.

Motion to approve Payroll Checks #59044 to #59055 plus EFT's in the amount of \$219,688.28.

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

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

09/15/2016 To: 09/28/2016

Time: 15:34:07 Date: 09/22/2016  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>7314</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>US Bank -- Purchase Cards</b>	<b>4,695.92</b>	
					621 - 389 50 00 000 - Unapplied Cash - Suspense	30.00	
					621 - 389 50 00 000 - Unapplied Cash - Suspense	594.00	
					621 - 389 50 00 000 - Unapplied Cash - Suspense	271.22	
					621 - 389 50 00 000 - Unapplied Cash - Suspense	146.39	
					001 - 513 10 43 000 - Meals/Travel	42.47	
					001 - 518 80 31 001 - Repair & Maintenance Sup	105.66	
					001 - 518 80 35 000 - Small Tools/Minor Equip	21.94	
					001 - 518 80 49 000 - Software Maint & Support	224.00	
					001 - 521 20 31 002 - Office/Operating Supplies	89.50	
					001 - 521 30 31 010 - Public Education Supplies	280.00	
					001 - 521 40 49 000 - Tuition/Registration	102.50	
					001 - 521 40 49 000 - Tuition/Registration	209.00	
					001 - 521 40 49 000 - Tuition/Registration	100.00	
					001 - 522 45 31 000 - Supplies & Books	261.00	
					001 - 524 20 31 000 - Off/Oper Supps & Books	385.00	
					401 - 535 50 48 050 - Maint Of General Equip	325.50	
					401 - 535 80 31 010 - Operating Supplies	80.38	
					401 - 535 80 31 010 - Operating Supplies	76.75	
					401 - 535 80 31 010 - Operating Supplies	230.26	
					102 - 536 20 31 000 - Office Supplies	220.45	
					102 - 536 20 31 010 - Operating Supplies	10.26	
					001 - 558 60 49 030 - Tuition/Registration	325.00	
					105 - 572 20 31 010 - Supplies	54.11	
					105 - 572 20 31 010 - Supplies	287.09	
					105 - 572 20 49 000 - Subscriptions	49.94	
					105 - 572 20 49 010 - Tuition/registration	27.37	
					105 - 572 20 49 010 - Tuition/registration	15.00	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	260.95	
					001 - 594 21 64 000 - Machinery & Equipment	478.00	
					105 - 594 72 64 000 - Books & Materials	521.20	
					105 - 594 72 64 000 - Books & Materials	298.20	
					001 - 595 10 49 020 - Software Licenses/Support	656.00	
<b>7315</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>WA State Dept Of Revenue</b>	<b>12,092.27</b>	
					001 - 521 20 31 002 - Office/Operating Supplies	53.06	
					401 - 535 80 31 000 - Office Supplies	19.08	
					401 - 535 80 44 010 - Taxes & Assessments	5,307.74	
					102 - 536 20 44 010 - Taxes And Assessments	149.13	
					412 - 537 80 44 001 - Taxes & Assessments	6,235.07	
					105 - 572 20 34 000 - Summer Reading Program	3.46	
					105 - 572 20 44 010 - Taxes & Assessments	11.70	
					101 - 576 80 44 010 - Taxes And Assessments	155.02	
					101 - 576 80 48 000 - Repairs/Maintenance	6.55	
					001 - 594 21 64 000 - Machinery & Equipment	118.06	
					501 - 594 22 64 501 - Vehicles - FIre	33.40	
<b>7316</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184601</b>	<b>A-1 Mobile Lock &amp; Key</b>	<b>613.03</b>	
					102 - 536 20 35 000 - Small Tools/Minor Equip	455.70	
					101 - 576 80 48 016 - City Hall	157.33	
<b>7317</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184602</b>	<b>ATV Signs</b>	<b>461.13</b>	
					412 - 537 80 31 000 - Operating Supplies	461.13	
<b>7318</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184603</b>	<b>American Fleet Main LLC</b>	<b>734.18</b>	
					001 - 522 20 48 000 - Repairs/Maint-Equip	734.18	
<b>7319</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184604</b>	<b>American Society Of Civil</b>	<b>550.00</b>	
					001 - 595 10 49 000 - Dues/Memberships	275.00	
					001 - 595 10 49 000 - Dues/Memberships	275.00	
<b>7320</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184605</b>	<b>Aramark Uniform Services</b>	<b>51.60</b>	
					401 - 535 80 49 000 - Laundry	14.17	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

09/15/2016 To: 09/28/2016

Time: 15:34:07 Date: 09/22/2016  
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 49 000		- Laundry	14.17	
			102 - 536 20 49 030		- Misc-laundry	1.04	
			102 - 536 20 49 030		- Misc-laundry	1.04	
			103 - 542 30 49 000		- Misc-Laundry	10.59	
			103 - 542 30 49 000		- Misc-Laundry	10.59	
<b>7321</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184606</b>	<b>Assoc Petroleum Products</b>	<b>2,339.02</b>	
			001 - 518 20 32 000		- Auto Fuel	213.08	
			001 - 521 20 32 000		- Auto Fuel	1,236.58	
			001 - 522 20 32 000		- Auto Fuel/Diesel	604.51	
			401 - 535 80 32 000		- Auto Fuel/Diesel	106.40	
			102 - 536 20 32 000		- Auto Fuel/Diesel	178.45	
<b>7322</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184607</b>	<b>Association Of WA Cities</b>	<b>3,421.38</b>	
			001 - 521 20 27 000		- Retired Medical	3,421.38	
<b>7323</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184608</b>	<b>Bay City Supply</b>	<b>424.36</b>	
			101 - 576 80 31 012		- Operating Sup - Hammer	232.84	
			101 - 576 80 31 012		- Operating Sup - Hammer	156.26	
			101 - 576 80 31 012		- Operating Sup - Hammer	35.26	
<b>7324</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184609</b>	<b>Berg Vault Company</b>	<b>1,230.90</b>	
			425 - 531 50 31 000		- Operating Supplies	1,230.90	
<b>7325</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184610</b>	<b>Tamara Blunt</b>	<b>98.00</b>	
			001 - 521 40 43 000		- Travel	98.00	
<b>7326</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184611</b>	<b>Boulder Park Inc</b>	<b>3,493.35</b>	
			401 - 535 80 35 020		- Solids Handling	3,493.35	
<b>7327</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184612</b>	<b>Bronzecraft</b>	<b>109.45</b>	
			102 - 536 20 48 020		- Repair/Maint-Headstones	109.45	
<b>7328</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184613</b>	<b>Cascade Natural Gas Corp</b>	<b>208.77</b>	
			001 - 521 20 47 000		- Public Utilities	10.60	
			001 - 522 50 47 000		- Public Utilities	48.40	
			401 - 535 80 47 000		- Public Utilities	27.95	
			101 - 576 80 47 052		- Bingham Caretaker	20.70	
			101 - 576 80 47 070		- City Hall	101.12	
<b>7329</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184614</b>	<b>Crystal Springs</b>	<b>21.81</b>	
			401 - 535 80 31 010		- Operating Supplies	21.81	
<b>7330</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184615</b>	<b>Databar</b>	<b>2,272.34</b>	
			425 - 531 50 42 010		- Postage	90.89	
			401 - 535 80 42 015		- Postage	1,477.02	
			412 - 537 80 42 010		- Postage	704.43	
<b>7331</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184616</b>	<b>E &amp; E Lumber</b>	<b>1,268.86</b>	
			001 - 522 20 31 000		- Operating Supplies	6.01	
			401 - 535 50 48 010		- Maintenance Of Lines	9.02	
			102 - 536 20 31 010		- Operating Supplies	31.47	
			102 - 536 20 31 010		- Operating Supplies	-31.47	
			102 - 536 20 35 000		- Small Tools/Minor Equip	24.25	
			102 - 536 20 48 030		- Repair/Maintenance-Land	38.13	
			102 - 536 20 48 030		- Repair/Maintenance-Land	27.49	
			102 - 536 20 48 040		- Repair/Maint-Equip & Bldg	46.81	
			412 - 537 50 48 010		- Repairs/Maint-Building	159.81	
			103 - 542 30 31 000		- Operating Supplies	76.48	
			103 - 542 30 31 000		- Operating Supplies	22.94	
			103 - 542 30 31 000		- Operating Supplies	56.95	
			101 - 576 80 31 001		- Operating Sup - Riverfront	2.02	
			101 - 576 80 31 001		- Operating Sup - Riverfront	71.34	
			101 - 576 80 31 001		- Operating Sup - Riverfront	12.20	

# CHECK REGISTER

City Of Sedro-Woolley  
 MCAG #: 0647

09/15/2016 To: 09/28/2016

Time: 15:34:07 Date: 09/22/2016  
 Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 35 000		Small Tools & Minor Equip	13.02	
			101 - 576 80 35 000		Small Tools & Minor Equip	206.14	
			101 - 576 80 35 000		Small Tools & Minor Equip	399.28	
			101 - 576 80 48 002		RV Park	10.19	
			101 - 576 80 48 005		Senior Center	86.78	
<b>7332</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184617</b>	<b>Edge Analytical Inc</b>		<b>816.00</b>
			401 - 535 80 41 000		Professional Services	49.00	
			401 - 535 80 41 000		Professional Services	571.00	
			401 - 535 80 41 000		Professional Services	49.00	
			401 - 535 80 41 000		Professional Services	49.00	
			401 - 535 80 41 000		Professional Services	49.00	
			401 - 535 80 41 000		Professional Services	49.00	
<b>7333</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184618</b>	<b>Fastenal Company</b>		<b>255.73</b>
			425 - 531 50 31 000		Operating Supplies	166.28	
			101 - 576 80 35 000		Small Tools & Minor Equip	89.45	
<b>7334</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184619</b>	<b>Frontier</b>		<b>177.27</b>
			001 - 522 20 42 020		Telephone	119.92	
			101 - 576 80 47 010		Community Center	57.35	
<b>7335</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184620</b>	<b>Grainger Parts</b>		<b>482.51</b>
			401 - 535 50 48 050		Maint Of General Equip	427.77	
			401 - 535 80 31 010		Operating Supplies	54.74	
<b>7336</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184621</b>	<b>Guardian NW Title &amp; Escrow</b>		<b>78.00</b>
			001 - 595 10 41 000		Professional Services	78.00	
<b>7337</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184622</b>	<b>HB Jaeger Co LLC</b>		<b>3,740.30</b>
			401 - 535 50 48 010		Maintenance Of Lines	3,740.30	
<b>7338</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184623</b>	<b>HR Direct</b>		<b>59.77</b>
			401 - 535 80 31 010		Operating Supplies	59.77	
<b>7339</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184624</b>	<b>Hach Company</b>		<b>339.96</b>
			401 - 535 80 31 010		Operating Supplies	261.86	
			401 - 535 80 31 010		Operating Supplies	78.10	
<b>7340</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184625</b>	<b>Patrick Hayden</b>		<b>3,000.00</b>
			001 - 515 30 41 001		Prosecuting Attorney	3,000.00	
<b>7341</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184626</b>	<b>Humane Society Of Skagit</b>		<b>270.00</b>
			001 - 521 20 41 021		Humane Society	270.00	
<b>7342</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184627</b>	<b>Industrial Mowing &amp; Spraying</b>		<b>9,488.33</b>
			425 - 531 50 41 002		Contracted Services	9,488.33	
<b>7343</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184628</b>	<b>Ingram Library Services</b>		<b>220.72</b>
			105 - 594 72 64 000		Books & Materials	9.45	
			105 - 594 72 64 000		Books & Materials	69.74	
			105 - 594 72 64 000		Books & Materials	4.18	
			105 - 594 72 64 000		Books & Materials	137.35	
<b>7344</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184629</b>	<b>Kroesen's Inc</b>		<b>274.60</b>
			001 - 522 20 26 000		Uniforms	154.16	
			001 - 522 20 26 000		Uniforms	120.44	
<b>7345</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184630</b>	<b>Language Exch Inc (The)</b>		<b>248.00</b>
			001 - 512 50 41 040		Language Interpreter	248.00	
<b>7346</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184631</b>	<b>Livingston Micrographics, LLC</b>		<b>3,942.79</b>
			401 - 535 50 48 050		Maint Of General Equip	3,942.79	
<b>7347</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184632</b>	<b>William R McCann</b>		<b>4,275.00</b>
			001 - 515 93 41 000		Indigent Defender	3,500.00	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

09/15/2016 To: 09/28/2016

Time: 15:34:07 Date: 09/22/2016  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 515 93 41 000		Indigent Defender	775.00	
7348	09/28/2016	Claims	2	184633	Adam McCoy	500.00	
			108 - 557 30 41 017		S-W Skateboard Challenge	500.00	
7349	09/28/2016	Claims	2	184634	Motor Trucks Inc	59.89	
			103 - 542 30 48 010		Repair/Maintenance-Equip	59.89	
7350	09/28/2016	Claims	2	184635	North Cascade Vet Hospital	15.00	
			001 - 521 20 41 020		Veterinary Services	15.00	
7351	09/28/2016	Claims	2	184636	North Central Laboratories	1,492.41	
			401 - 535 80 31 010		Operating Supplies	1,492.41	
7352	09/28/2016	Claims	2	184637	Northern Safety & Industrial	512.07	
			001 - 522 20 35 000		Small Tools & Minor Equip	512.07	
7353	09/28/2016	Claims	2	184638	Oasys	690.97	
			105 - 572 20 48 020		Repair/Maintenance-Equip	690.97	
7354	09/28/2016	Claims	2	184639	Oliver-Hammer Clothes	249.48	
			412 - 537 80 31 000		Operating Supplies	249.48	
7355	09/28/2016	Claims	2	184640	Owen Equipment Company	88.90	
			103 - 542 30 48 010		Repair/Maintenance-Equip	88.90	
7356	09/28/2016	Claims	2	184641	Harold Pittman	565.00	
			001 - 521 20 27 000		Retired Medical	102.00	
			001 - 521 20 27 000		Retired Medical	463.00	
7357	09/28/2016	Claims	2	184642	Public Utility Dis No1	1,018.54	
			001 - 522 50 47 000		Public Utilities	353.14	
			101 - 576 80 47 010		Community Center	395.15	
			101 - 576 80 47 020		Senior Center	270.25	
7358	09/28/2016	Claims	2	184643	SRV Construction Inc	620,738.11	
			104 - 595 30 63 040		Const-Jameson/SR9	620,738.11	
7359	09/28/2016	Claims	2	184644	Sedro-Woolley Auto Parts	351.07	
			001 - 521 20 48 010		Repair & Maint - Auto	49.60	
			001 - 522 20 31 000		Operating Supplies	37.02	
			401 - 535 50 48 010		Maintenance Of Lines	1.73	
			401 - 535 50 48 050		Maint Of General Equip	44.30	
			401 - 535 50 48 050		Maint Of General Equip	15.43	
			401 - 535 50 48 050		Maint Of General Equip	6.82	
			102 - 536 20 31 010		Operating Supplies	23.23	
			102 - 536 20 31 010		Operating Supplies	5.56	
			102 - 536 20 35 000		Small Tools/Minor Equip	33.06	
			102 - 536 20 48 040		Repair/Maint-Equip & Bldg	7.89	
			102 - 536 20 48 040		Repair/Maint-Equip & Bldg	43.94	
			102 - 536 20 48 040		Repair/Maint-Equip & Bldg	27.54	
			101 - 576 80 48 021		Equipment	5.53	
			101 - 576 80 48 021		Equipment	35.31	
			101 - 576 80 48 021		Equipment	14.11	
7360	09/28/2016	Claims	2	184645	Sjostrom Law Office	594.00	
			425 - 531 50 41 003		Collection Services	23.76	
			401 - 535 80 41 020		Collection Services	386.10	
			412 - 537 80 41 020		Collection Services	184.14	
7361	09/28/2016	Claims	2	184646	Skagit CD	666.56	
			425 - 531 50 41 002		Contracted Services	666.56	
7362	09/28/2016	Claims	2	184647	Skagit Co Public Works	13,937.75	
			401 - 535 80 51 010		Skagit Co Solid Waste	639.87	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

09/15/2016 To: 09/28/2016

Time: 15:34:07 Date: 09/22/2016  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 595 30 63 020		Contracted Overlay	11,586.57	
			103 - 595 30 63 020		Contracted Overlay	1,711.31	
<b>7363</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184648</b>	<b>Skagit County Auditor</b>		<b>396.00</b>
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	198.00	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	198.00	
<b>7364</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184649</b>	<b>Skagit County Treasurer</b>		<b>104.33</b>
			001 - 586 00 00 001		Crime Victim & Witnss Prog	104.33	
<b>7365</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184650</b>	<b>Skagit Law Group, PLLC</b>		<b>4,803.12</b>
			112 - 515 30 41 112		Legal Services	1,690.00	
			425 - 531 50 31 000		Operating Supplies	15.20	
			425 - 531 50 31 000		Operating Supplies	53.36	
			425 - 531 50 31 000		Operating Supplies	55.96	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	247.00	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	867.14	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	909.39	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	117.80	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	413.56	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	433.71	
<b>7366</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184651</b>	<b>Skagit Regional Clinics</b>		<b>230.00</b>
			001 - 522 20 41 010		Prof Service-Medical Exams	145.00	
			401 - 535 80 41 000		Professional Services	85.00	
<b>7367</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184652</b>	<b>Sparkle Shop Laundries</b>		<b>64.74</b>
			001 - 521 20 26 000		Uniforms/Accessories	64.74	
<b>7368</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184653</b>	<b>Staples Business Advantage</b>		<b>160.64</b>
			001 - 521 20 31 002		Office/Operating Supplies	123.08	
			001 - 521 20 31 002		Office/Operating Supplies	57.92	
			001 - 521 20 31 002		Office/Operating Supplies	-14.95	
			001 - 521 20 31 002		Office/Operating Supplies	-5.41	
<b>7369</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184654</b>	<b>Stiles Law Inc., PS</b>		<b>3,098.00</b>
			001 - 512 50 41 010		Municipal Court Judge	3,098.00	
<b>7370</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184655</b>	<b>Summit Law Group</b>		<b>1,731.84</b>
			001 - 513 10 41 000		Negotiations	1,731.84	
<b>7371</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184656</b>	<b>Payment Center Thomson Reuters -- West</b>		<b>269.96</b>
			001 - 515 30 41 002		Westlaw Services	269.96	
<b>7372</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184657</b>	<b>True Value</b>		<b>229.43</b>
			001 - 522 20 31 000		Operating Supplies	2.16	
			001 - 522 20 31 000		Operating Supplies	4.32	
			001 - 522 20 48 000		Repairs/Maint-Equip	4.33	
			001 - 522 50 48 010		Repairs/Maint-Dorm	19.04	
			001 - 523 20 31 000		Office/Operating Supplies	20.05	
			102 - 536 20 31 010		Operating Supplies	14.94	
			101 - 576 80 31 001		Operating Sup - Riverfront	37.94	
			101 - 576 80 31 001		Operating Sup - Riverfront	17.51	
			101 - 576 80 35 000		Small Tools & Minor Equip	61.57	
			101 - 576 80 48 009		Hammer Square	39.03	
			001 - 594 21 64 000		Machinery & Equipment	8.54	
<b>7373</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184658</b>	<b>US Bank St. Paul CM-9690</b>		<b>426.58</b>
			230 - 592 21 83 230		Bond Interest-GO Bonds	126.58	
			407 - 592 35 83 407		Bond Interest	300.00	
<b>7374</b>	<b>09/28/2016</b>	<b>Claims</b>	<b>2</b>	<b>184659</b>	<b>Univar USA Inc</b>		<b>434.00</b>
			401 - 535 80 31 020		Op Supplies-Chemicals	434.00	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

09/15/2016 To: 09/28/2016

Time: 15:34:07 Date: 09/22/2016  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7375	09/28/2016	Claims	2	184660	Up Rite Fence	3,792.50	
					101 - 576 80 48 001 - Riverfront	150.00	
					101 - 576 80 48 019 - Skatepark	375.00	
					101 - 594 76 61 002 - Houser Park	3,267.50	
7376	09/28/2016	Claims	2	184661	WA St Dept Of Prof Licen	258.00	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	258.00	
7377	09/28/2016	Claims	2	184662	WA St Dept Of Transport	864.43	
					104 - 595 10 63 070 - Eng SR20 Cascade Trail Phas	432.22	
					104 - 595 10 63 075 - Eng SR20 Cascade Trail Phas	432.21	
7378	09/28/2016	Claims	2	184663	WA St Off Of Treasurer	6,897.46	
					001 - 386 90 00 000 - State Remittances-Court	-6,897.46	
7379	09/28/2016	Claims	2	184664	WA State Dept Of Ecology	520.00	
					401 - 535 80 51 020 - DOE Discharge Permit	520.00	
7380	09/28/2016	Claims	2	184665	Washington State Patrol	118.00	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	118.00	
7381	09/28/2016	Claims	2	184666	Waste Management Of Skgt	3,613.60	
					412 - 537 60 47 010 - Curbside Recycling Disposal	3,413.60	
					412 - 537 60 47 011 - Site Recycling Disposal	200.00	
7382	09/28/2016	Claims	2	184667	Western Peterbuilt	107.84	
					412 - 537 50 48 000 - Repairs/maint-equip	48.76	
					412 - 537 50 48 000 - Repairs/maint-equip	59.08	
7383	09/28/2016	Claims	2	184668	Whatcom County Recruit Academy	1,000.00	
					001 - 522 45 49 010 - Tuition/Registration	1,000.00	
7384	09/28/2016	Claims	2	184669	Win-911 Software	495.00	
					401 - 535 50 48 000 - Maintenance Contracts	495.00	
7385	09/28/2016	Claims	2	184670	Wood's Logging Supply Inc	682.40	
					425 - 531 50 31 000 - Operating Supplies	682.40	
					001 Current Expense Fund	34,077.69	
					101 Parks & Facilities Fund	6,742.70	
					102 Cemetery Fund	1,418.36	
					103 Street Fund	13,624.22	
					104 Arterial Street Fund	621,602.54	
					105 Library Fund	2,179.76	
					108 Lodging Tax Fund	500.00	
					112 Code Enforcement Fund	1,690.00	
					230 1996 G/O Bond Redemption Fund	126.58	
					401 Sewer Operations Fund	26,927.12	
					407 1998 Sewer Revenue Bond Fund	300.00	
					412 Solid Waste Operations Fund	12,878.57	
					425 Stormwater Operations	12,473.64	
					501 Equipment Replacement Fund	33.40	
					621 Suspense Fund	-1,041.61	
					* Transaction Has Mixed Revenue And Expense Accounts	733,532.97	Claims: 733,532.97





SKAGIT COUNTY DISTRICT COURT PROBATION  
 205 W KINCAID ST, ROOM 301  
 MOUNT VERNON WA 98273  
 PHONE: (360) 416-1275 / FAX: (360) 416-1280  
 E-MAIL: [dcpb@co.skagit.wa.us](mailto:dcpb@co.skagit.wa.us)

WARREN M. GILBERT, JUDGE  
 DAVID A. SVAREN, JUDGE  
 THOMAS L. VERGE, JUDGE

CITY COUNCIL AGENDA  
 REGULAR MEETING

SEP 28 2016

DIANNE E. GODDARD  
 COMMISSIONER  
 MICHAEL MAHONEY  
 PROBATION DIRECTOR

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

September 9, 2016

Sedro-Woolley Municipal Court  
 Attn: Heidi Stendal  
 325 Metcalf Street  
 Sedro-Woolley WA 98284

FILED

SEP 14 2016

S-W MUNICIPAL COURT

Re: Probation Contract for 2017-2019

---

Dear Ms. Stendal:

Attached is a copy of the proposed contract for probation services between the City of Sedro-Woolley and Skagit County District Court Probation. The only changes made are in the dates.

The attached contract covers the period from January 1, 2017 through December 31, 2019.

Once the contract is signed, please return to me and I will route to the appropriate county departments.

Please let me know if you have any questions regarding the contracts or the changes that were made. We look forward to supplying probation services to the City of Sedro-Woolley.

Sincerely,

Michael Mahoney  
 Director

Attachment

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF SEDRO-WOOLLEY

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of probation services to the City. Skagit County has a Probation Department capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Probation Department has provided probation services to the City in past years based on their participation in the consolidated district/municipal court judicial services plan. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of probation services.

2. RESPONSIBILITIES: The County shall provide the following probation services for the City in consideration of time and effort as follows:

Active/full probation services, pre-trial monitoring, monitoring of treatment and/or antabuse and 12-step community based support group attendance, deferred prosecution requirements, pre-post sentence investigations, restitution determination only, and collection of restitution and/or monitoring of prohibitions.

The County shall provide such services upon referral from the City and according to the direction of the City's Municipal Court.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2017 through December 31, 2019.

If the agreement is not renewed, the County will provide the City with the following transition services:

- (a) For previously initiated probation services that can be completed by April 1, 2017, the County will complete the service.

- (b) For previously initiated probation services that cannot be completed by April 1, 2017, the County will provide the City a complete copy of the probation file and a summary of actions taken to-date, upcoming hearings, and other information that would assist the new service provider in quickly completing the transition cycle.

4. MANNER OF FINANCING: The County will bill the City quarterly. Payment by the City will be made within thirty days from date of filing notice. The City shall compensate the County as follows:

Fifty dollars (\$50.00) a month for each defendant placed on probation supervision for each month said defendant is on active supervision (meaning the supervision has not been terminated by order of the court) to a maximum of \$1200 per defendant/case. In cases involving pre-sentence supervision, supervision of mandatory community service or determination of restitution, the maximum per defendant/case shall be \$150.00.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 The County's representative shall be District Court Probation Director, Michael Mahoney.

- 5.2 The City's representative shall be City Attorney, Eron Berg.

Interlocal Agreement  
Page 2 of 5

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, elected officials, volunteers or employees to the fullest extent required by the law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the City and Skagit County, damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Interlocal Agreement  
Page 3 of 5

FOR CITY OF SEDRO-WOOLLEY:

\_\_\_\_\_  
Mike Anderson, Mayor  
(Date \_\_\_\_\_)

\_\_\_\_\_  
Patsy K. Nelson, Finance Director

Mailing Address:  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley WA 98284

Interlocal Agreement  
Page 4 of 5

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
Lisa Janicki, Chair

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

Attest:

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

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

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

Recommended:

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

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

Approved as to form:

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

Approved as to indemnification:

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

Approved as to budget:

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

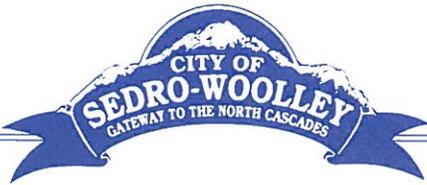
Interlocal Agreement  
Page 5 of 5

CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 28 2016

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 50

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-1661  
Fax (360) 855-0707



**MEMO TO:** Mayor Wagoner and City Council

**FROM:** Christine Salseina, Deputy Clerk

**RE:** Postage Meter Contract

**DATE:** September 20, 2016

**ISSUE:**

Our current postage meter lease with Neopost is expiring on September 30, 2016.

**BACKGROUND:**

Staff has explored options with three postage meter companies and has found that the Pitney Bowes P2000 machine seems to best fit our needs at this time.

**RECOMMENDATION:**

Sign a 5 year lease (attached) with Pitney Bowes for a SendPro P2000 postage meter.



**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at [www.pb.com/states](http://www.pb.com/states) and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

WSCANASPO ADSP011-00000411-7-02713  
State/Entity's Contract #

\_\_\_\_\_  
Lessee Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Pitney Bowes Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**Sales Information**

Account Rep Name 1	Split	Sales Rep ID	District Office
Account Rep Name 2	Split	Sales Rep ID	District Office

SEP 28 2016

**AMENDMENT #1  
ORIGINAL AGREEMENT #C20160052**

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

City of Sedro-Woolley, hereinafter called "Contractor", and Skagit County, hereinafter called "County", agree to amend Agreement No.C20160052, as set forth below under "Terms of Amendment".

TERMS OF AMENDMENT: The term of the agreement has been amended to extend the contract completion date to December 31, 2017. The time extension will allow the Contractor to complete the SR20/Cascade Trail West Extension Phase 1A project. There is no additional compensation with this amendment.

All other terms and conditions of the original contract shall remain in effect.

Date: \_\_\_\_\_, 2016.

CONTRACTOR

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Print name

Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_  
Fed. Tax ID # \_\_\_\_\_  
Contractor Lic. #. \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
Lisa Janicki, Chair

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

Attest:

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

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

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

Recommended:

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

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

Approved as to form:

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

Approved as to indemnification:

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

Approved as to budget:

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

Contract Amendment  
Page 2 of 2

**From:** Vicky Gonzalez  
**Sent:** Thursday, September 15, 2016 8:54 AM  
**To:** Mark Freiberger  
**Cc:** Tim Holloran; Eron Berg; Trisha Logue  
**Subject:** RE: Interlocal Agreement C20160052 - SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South  
**Attachments:** City of SW Amendment-SR 20 Cascade Trail W Ext.docx

Hello Mark,  
Please see attached Amendment #1 to C20160052 for review and signature. Feel free to scan back to me and I will initiate the routing process.

*Vicky Gonzalez* (ext. 1311)  
**Administrative Coordinator**  
Administrative Services  
Skagit County Commissioners' Office  
1800 Continental Place, Suite 100  
Mount Vernon, WA 98273  
☎ [\(360\) 416-1311](tel:3604161311)  
✉ [vickyg@co.skagit.wa.us](mailto:vickyg@co.skagit.wa.us)

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**From:** Mark Freiberger  
**Sent:** Wednesday, September 14, 2016 4:21 PM  
**To:** Trisha Logue  
**Cc:** Tim Holloran; Eron Berg; Vicky Gonzalez  
**Subject:** RE: Interlocal Agreement C20160052 - SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South

Trisha,

Thank you. I will turn the amendment around as soon as possible.

Regards,

**Mark A. Freiberger, PE**  
Director of Public Works  
325 Metcalf  
Sedro-Woolley, Washington 98284  
Telephone: 360-855-9933  
Cel: 360-661-6445

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**From:** Trisha Logue  
**Sent:** Wednesday, September 14, 2016 3:17 PM  
**To:** Mark Freiberger  
**Cc:** Tim Holloran; Eron Berg; Vicky Gonzalez  
**Subject:** RE: Interlocal Agreement C20160052 - SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South

Mark,

This format is just fine. Let's take it a step further and assume the Board will approve this request and have the paperwork ready. I will have Vicky send you an amendment that extends the time to December 2017. If you can have it executed on your end and submitted with your mailed request we can expedite things. This will make sure we get the amendment processed prior to expiration of the contract.

We should have an amendment to you by the end of the week.

Thank you,  
Trisha

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**From:** Mark Freiburger  
**Sent:** Wednesday, September 14, 2016 3:05 PM  
**To:** Trisha Logue  
**Cc:** Tim Holloran; Eron Berg  
**Subject:** Interlocal Agreement C20160052 - SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South

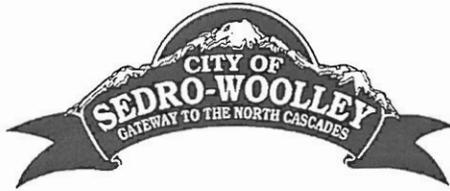
Good afternoon, Trisha,

Please see the attached request. Please let me know if you have any questions or want this formatted differently.

I will mail the original after your review.

Thank you,

**Mark A. Freiburger, PE**  
*Director of Public Works*  
325 Metcalf  
Sedro-Woolley, Washington 98284  
Telephone: 360-855-9933  
Cel: 360-661-6445



**CITY COUNCIL AGENDA  
REGULAR MEETING**

**SEP 28 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) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Job Corps MOU  
DATE: September 28, 2016

**ISSUE:** Should the Council approve the attached MOU with Cascades Career Academy addressing law enforcement responses at Job Corps?

**BACKGROUND:** The new contractor for the U.S. Department of Labor, Adams & Associates, is required by the U.S. Department of Labor to have an MOU with local law enforcement detailing the law enforcement response plan between the Job Corps facility and local law enforcement.

Attached is an MOU that was prepared by Adams & Associates, reviewed by the chief and revised by me. It is our intent to help Adams & Associates meet its requirements and provide the same level of service to the Cascades Career Academy as any other citizen requesting law enforcement services in Sedro-Woolley.

**REQUEST FOR ACTION:** Motion to authorize the police chief to sign the attached MOU with Cascades Career Academy addressing law enforcement responses at Job Corps.

**Interagency Agreement Between the  
Cascades Career Academy  
and the  
Sedro-Woolley Police Department**

The Cascades Job Corps College and Career Academy (“Cascades Academy”), located at 1950 Northern State, Sedro Woolley, WA is situated on state property leased by the U.S. Department of Labor and operated under contract by Adams and Associates, Inc.

The U.S. Department of Labor requires the Cascades Academy to have a written agreement with the law enforcement agency having jurisdiction on the property that covers the enforcement of applicable statutes and rendering of policing-related services as listed by the Job Corps Policy Requirements Handbook.

AUTHORITY: Contract Volume 6 section 1.5., Public Law 97-300 [29 U.S.C. 1579 (a)], Section 435 (d) and U.S. Title 29, subtitle 20, CRF Section 638.805 (b) (1) states: “All real property which would otherwise be under exclusive legislative jurisdiction shall be considered under appropriate state and locality with respect to criminal law enforcement as long as the Cascades Academy is operated on such property.”

The Sedro-Woolley Police Department shall have primary authority in the enforcement of laws on the grounds of the Cascades Academy.

MODIFICATION: This Memorandum of Agreement shall be in effect immediately and shall continue for a period of three years from the date of final signature, subject to periodic review. It shall not be modified, altered, or amended without express consent and concurrence of both signatory entities. Either party may terminate this agreement with sixty days written notice to the other party.

PROVISION OF LAW: If any provisions of the Memorandum of Agreement are held to be invalid by operation of law or any court of competent jurisdiction, the remaining provisions shall remain in full force and effect and shall not be affected thereby.

LIAISON: In routine matters of mutual interest between the parties, liaison point-of-contact will be the Sedro-Woolley Police Chief and the Cascades Academy Safety & Security Manager. The Police Chief or his/her designee shall be included on the Cascades Academy’s Community Relations Council and will be invited to attend quarterly meetings and participate in other Cascades Academy events.

PROCEDURE:

1. The Academy Director, Safety & Security Manager or other staff designated by the Academy Director will be the only persons authorized to call the Sedro-Woolley Police Department for non-emergency assistance.
2. Violent felony crimes will be reported to the Sedro-Woolley Police promptly after Job Corps personnel become aware of said felony crime.
3. Victims of misdemeanor and other property crimes that occur on Cascades Academy grounds, who request police response, will be assisted by Job Corps personnel in filing a report with the Sedro-Woolley Police Department.
4. Victims of misdemeanor and other property crimes that occur off-campus who request police response will be assisted by Job Corps personnel in filing a report with the law enforcement agency having jurisdiction.
5. The Sedro-Woolley Police Department will, to the extent that their personnel and resources are available, and to the same extent as any other call for service, make every effort to assist the Cascades Academy staff with emergency backup to maintain order at the Cascades Academy.
6. Under Job Corps Policy, the Academy Director may authorize administrative searches for unauthorized goods when he/she has good reason to believe such items are hidden on the Cascades Academy.
7. The Academy Director may request the assistance of K-9 support in the performance of searches in paragraph 6. The Sedro-Woolley Police Department may work with U.S. Border and Customs Protection or other agencies to provide K-9 support when needed.
8. Searches for evidence to be used for criminal prosecution will be performed by a law enforcement officer consistent with all legal and constitutional requirements. Evidence discovered during a search performed by Job Corps staff under paragraph 6 shall not be unnecessarily disturbed. It shall be secured in place so it may be collected by the Sedro-Woolley Police Department.
9. In accordance with Job Corps policy, illegal weapons and/or narcotics found on campus will be reported to the Sedro-Woolley Police Department. Weapons and/or narcotics that will not be part of any criminal prosecution may be secured in the Cascades Academy Security Department at the discretion of the Sedro-Woolley Police Department until they can be transferred to the Sedro-Woolley Police Department for disposal. The Sedro-Woolley Police Department will schedule a date and time for this transfer. A Chain of Custody form will be completed at the time of transfer.

The Cascades Academy Security Department will maintain a list of illegal weapons reported and surrendered to the Sedro-Woolley Police Department. This list will include the student's name and the serial number, type, make and model of the weapon as applicable.

10. Cascades Academy staff will cooperate with and assist Sedro-Woolley Police Department in performance of any investigation occurring on campus or involving a Cascades Academy student in adherence to Job Corps and Adams & Associates, Inc. policies and procedures.
11. Interviews with, and/or the arrest or other custody of, a Cascades Academy student will be done at the Security Office whenever practicable to minimize disruption to campus activities.
12. In depth "strip searches" of any person at the Cascades Academy shall be conducted only by Law Enforcement Officers in accordance with applicable legal justification and the policy and procedures of their respective agency.
13. Cascades Academy officials will notify local law enforcement and/or probation authorities of the imminent departure from the Cascades Academy of any student arrested for any criminal acts prior to adjudication.
14. Sedro-Woolley Police Department will notify Cascades Academy Security when a current student is arrested while away from the Cascades Academy and within their jurisdiction.

#### COMPLAINT OF MISTREATMENT:

Any complaint of mistreatment perpetrated by a law enforcement official against a Cascades Academy student referred to Cascades staff will be referred to the Academy Director or Safety & Security Manager. The Academy Director will immediately report such allegation of mistreatment to the Sedro-Woolley Police Chief or his/her designee and the San Francisco Regional Office of Job Corps Program Manager. Information supplied in the initial report will include:

The name, address, age, and social security number of the individual making the complaint.

The name, official title, and work address of the accused official.

A detailed description of the incident, including names and contact information of any witnesses.

Any action taken by the Academy Director prior to sending the report.

Any other relevant information.

Cascades Academy staff will cooperate with, and assist, Sedro-Woolley Police Department in performance of any investigation of misconduct in adherence to Job Corps and Adams & Associates, Inc. policies and procedures.

RECORD KEEPING: Copies of this agreement will be kept on file with the Academy Director, the Sedro-Woolley Police Chief and the San Francisco Regional Office of Job Corps.

For the Cascades Career Academy:

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David Miller, Academy Director  
Cascades Career Academy  
7782 Northern State Road,  
Sedro-Woolley, WA 98952

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Date

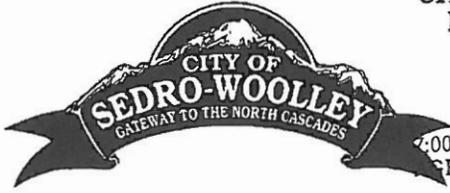
For the Sedro-Woolley Police Department:

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Lin Tucker, Chief  
Sedro-Woolley Police Department  
325 Metcalf Street,  
Sedro-Woolley, WA 98284

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Date



CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 28 2016

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

**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 Keith Wagoner  
FROM: David Lee, PE  
RE: **Possible Contract Award**  
**2016 Klinger Street Bridge Shotcrete project**  
**Contract 2016-PW-24, Combined Construction, Inc.**  
DATE: September 21, 2016 (for Council action September 28, 2016)

**ISSUE:**  
Shall council move to authorize Mayor Wagoner to execute Contract 2016-PW-24 for the 2016 Klinger Street Bridge Shotcrete Project with Combined Construction of Mukilteo, WA in the amount of \$27,125.00 (including sales tax)?

**BACKGROUND/ DISCUSSION:**  
In 2015 an inspection of the Klinger Street Bridge over Brickyard Creek revealed that the structural integrity of the rip rap bridge abutments had been comprised by vandalism and stream flow. People had been under the bridge dislodging the rip rap and rolling it into the creek bed. In October of 2015 Public Works received an emergency Hydraulic Project Approval (HPA) from Fish and Wildlife to do repairs. City forces rented a small excavator and used it along with manpower to place the rip rap stones back into position. At that time the project concept to cover the rip rap with concrete was developed and approved by Skagit County to be done in 2016. In August of 2016 City forces again were under the bridge to remove rip rap stones from the creek channel. No equipment was necessary to do this work.

The application of concrete sprayed onto the rip rap will serve to prevent future vandalism and stream flow erosion of the bridge abutments. The Public Works Department currently has an approved WDFW HPA for this shotcrete work, and has approval of funds from Skagit County through ILA C20120252.

**FINANCIAL:**

<b>REVENUE</b>	
343.10.00.001.425 BY Creek Sub-Flood	\$27,125
<b>TOTAL</b>	<b>\$27,125</b>

<b>ESTIMATED COST</b>	
Brickyard Creek – Sedro-Woolley Sub-Flood ILA areas	\$27,125
<b>TOTAL</b>	<b>\$27,125</b>

**ANALYSIS:**

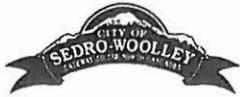
Three bids for the project were received and opened on September 13, 2016. Bids were \$27,125.00, \$32,330.00 and \$59,132.50. The low bidder was Combined Construction, Inc. of Mukilteo, WA.

**RECOMMENDATION:**

The low bid has been checked for accuracy and found to be complete and acceptable. The City Engineer recommends award of the bid to Combined Construction, Inc. of Mukilteo, WA.

**MOTION:**

***Move to authorize Mayor Wagoner to execute Contract 2016-PW-24 for the 2016 Klinger Street Bridge Shotcrete Project with Combined Construction of Mukilteo, WA in the amount of \$27,125.00 (including sales tax)?***



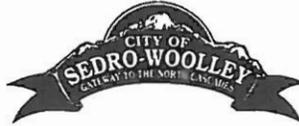
**City of Sedro-Woolley**  
**2016 Klinger Street Bridge Shotcrete Project**

**Bid Tabulation - FINAL**

Date: 9/13/2016

Prepared by: David Lee, PE

POSITION				Combined Construction, Inc. Mukilteo, WA		TBH & Associates, LLC Vancouver, WA		Superior Gunite Seattle, WA	
Base Bid				1		2		3	
ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	LS	1	4,000.00	4,000.00	9,000.00	9,000.00	5,400.00	5,400.00
2	SHOTCRETE APPLICATION	LS	1	21,000.00	21,000.00	20,800.00	20,800.00	49,100.00	49,100.00
				-	-	-	-	-	-
SUBTOTAL					25,000.00		29,800.00		54,500.00
SALES TAX (8.5%)					2,125.00		2,533.00		4,632.50
TOTAL BASE BID					27,125.00		32,333.00		59,132.50



## PUBLIC WORKS AGREEMENT 2016-PW-24

### Project Name: 2016 Klinger Street Bridge Shotcrete Project

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the “City”); and **Combined Construction Inc., PO Box 418, 4493 Russell Road, Ste. G, Mukilteo, WA 98275** (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: **Perform scope of work as detailed in the Invitation to Bid dated August 30, 2016 and associated Plans, Specification and Hydraulic Project Approval**

**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 Supervisor** 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 **\$27,125.00**

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 **October 30, 2016**.

B. To the extent not inconsistent with this agreement, this contract includes the Request for Proposal, Proposal Form, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: **Perform scope of work as detailed in the Invitation to Bid dated August 30, 2016 and associated Plans, Specification and Hydraulic Project Approval.**

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:

\_\_\_\_\_  
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:

\_\_\_\_\_

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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.

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(Contractor's Signature)

Date

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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:

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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

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_  
Signature & Title

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

ATTESTED BY:

\_\_\_\_\_  
City Clerk

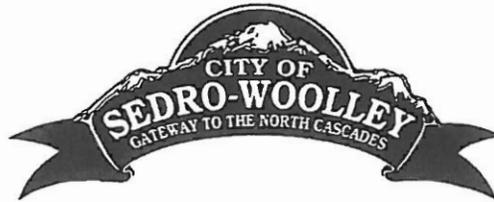
Approved as to form:

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

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

By: \_\_\_\_\_



## 2016 Klinger Street Bridge Shotcrete Project

2016-PW-24

## PROPOSAL

Proposals due by 2:00 pm, September 13, 2016

**Sealed** Bids may be submitted in person or by U.S. Mail: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284.

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2016 Klinger Street Bridge Shotcrete Project":

### BASE BID: 2016 Klinger Street Bridge Shotcrete Project

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization	1 LS	\$ 4,000.00	\$ 4,000.00
2.	Shotcrete Application	1 LS	\$ 21,000.00	\$ 21,000.00
SUBTOTAL				\$ 25,000.00
SALES TAX (8.5%)				\$ 2,125.00
TOTAL				\$ 27,125.00

### BID PROPOSAL SPECIAL PROVISIONS:

1. WAC 458-20-170 applies to this project. Washington State Retail Sales Taxes for the various bid item prices will be included as a separate item.
2. The lump sum price for "Mobilization" shall include demobilization.
3. The lump sum price for "Shotcrete Application" shall include all labor, equipment and materials necessary to apply air-pressure placed concrete on the bridge abutment slopes under the bridge as indicated in the Plans, including finish work and cleanup.
4. Approximate area of coverage is 235 SY.
5. City will do initial removal of rocks from the creek channel.

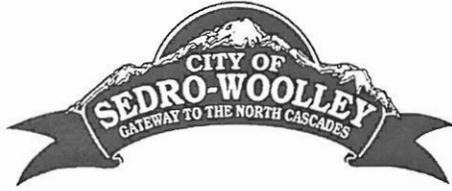
2016 Klinger Street bridge Shotcrete Project Proposal Form  
2016-PW-24  
Page 1 of 2

- 6. All work and materials shall be in accordance with these Bid Proposal Special Provisions.
- 7. The General Contractor shall do at least 30% of the contract work.

BIDDER NAME: Combined Construction, Inc.  
ADDRESS: 4493 Russell Rd. Ste. G.  
Mukilteo Wa. 98275  
CONTACT: Kyle Smith  
EMAIL: kyle@combinedconstructioninc.com  
TELEPHONE: 425.616.4334  
UBI#: 663-119-288

ADDENDUMS ACKNOWLEDGED:   
REQUIRED ENCLOSURE(S):

Statement of Bidders Qualifications



CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 28 2016

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

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

Eron M. Berg  
City Supervisor/Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Loggerodeo, Inc., lease agreement  
DATE: September 28, 2016

ISSUE: Should the Council approve the attached lease agreement with  
Loggerodeo, Inc.?

BACKGROUND: Loggerodeo is looking for a place to have an office, storage and small meeting room to support its efforts to manage and operate Sedro-Woolley's grand 4<sup>th</sup> of July events. Loggerodeo is a city sponsored organization that uses private funding and city funding to manage the 4<sup>th</sup> of July grand parade, wood carving competition, carnival and other related events using the city's parks, parking lots and rights-of-way. By leasing space to Loggerodeo, the city can further support this organization and save them dollars that can better be used on the events themselves.

The spaces that are proposed to be rented to Loggerodeo are the two southern apartments (used as an office and a meeting room) located above the museum. The city has retained the northernmost unit for city use. The proposed rent to Loggerodeo is \$100.00 per month which is intended to defray any costs of occupancy related to repairs and maintenance. As drafted, the lease agreement is a rolling one month lease.

REQUEST FOR ACTION: Motion to authorize the Mayor to sign the attached lease agreement with Loggerodeo, Inc., for the two southern offices upstairs above the museum at 727 Murdock Street.

## LEASE AGREEMENT

This Agreement, dated this \_\_\_\_\_ day of September, 2016, is made and entered into between the CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation, as Landlord and LOGGERODEO, INC., a Washington Corporation, as Tenant.

Whereas, the City of Sedro-Woolley owns that certain building at 727 Murdock Street and leases the downstairs to the Sedro-Woolley Museum and has kept the upstairs apartments for its own uses; and

Whereas, the City needs only the northernmost apartment of the three and continued use and access to the common areas; and

Whereas, Loggerodeo, Inc., is the sponsor of Sedro-Woolley's grand 4<sup>th</sup> of July celebration including the parade, wood carving shows, carnival, and other events which is very much part of Sedro-Woolley's culture and heritage and brings visitors from around the area to Sedro-Woolley each summer; and

Whereas, Loggerodeo needs an office, storage and meeting area and the city has space this is currently unused at 727 Murdock Street; now, therefore,

In consideration of the covenants and agreements herein set forth, Landlord does hereby lease to Tenant a portion of those premises situated at 727 Murdock Street, Sedro-Woolley, County of Skagit, State of Washington (described as the southern two "office" units located upstairs and access to common areas as defined by the Landlord), for successive terms of one month the first of which commenced on the 1st day of October, 2016, and ended on the 31st day of October, 2016, upon the following terms and conditions:

RENT. Tenant shall pay monthly rent in the amount of \$100.00, in advance on or before the 1st day of each month to the Landlord at 325 Metcalf Street, Sedro-Woolley, WA 98284.

UTILITIES. Tenant shall pay for all services and utilities supplied to the premises that are or can be separately billed.

USE OF PREMISES. Tenant shall not assign this Agreement, sublet the premises, give accommodations to any roomers or lodgers or permit the premises to be used for any purposes other than an office, meeting room and storage area for Loggerodeo, Inc., in furtherance of Loggerodeo's mission of sponsoring Sedro-Woolley's grand 4<sup>th</sup> of July celebration.

TENANT'S OBLIGATIONS. Tenant agrees as follows:

(a) To pay all rent and other charges promptly when due. A late charge of \$50.00 will be assessed if rent is not paid by the 5th day of the month.

(b) To keep the premises in a clean and sanitary condition.

- (c) Not to use the premises for any purpose deemed hazardous by the insurance companies.
- (d) To maintain receptacles for garbage and trash.
- (e) To properly dispose of all rubbish, garbage, and other organic or flammable waste at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenant.
- (f) Not to intentionally or negligently destroy, deface, damage, impair or remove any part of the structure or dwelling, including the facilities, equipment, appliances of the Landlord, or permit any of his family, invitee, licensee or any other person under his/her control to do so.
- (g) To repair at Tenant's expense any damage to the premises caused by Tenant's acts or neglect within thirty (30) days of receipt of written notice from the Landlord requiring such repairs, or within a shorter time if made necessary by emergency.
- (h) To permit the Landlord, his agents, employees or representatives to enter the premises at any time for the purposes of inspecting, repairing or maintaining the premises.
- (i) To permit the Landlord to show the premises to prospective Purchasers or Tenants after notice as required by the Residential Landlord-Tenant Act, at any time during tenancy.
- (j) Not to have any animals or pets of any kind within the premises without prior written approval of the Landlord.
- (k) Not to make any alterations, additions, painting or improvements in or to the premises without the prior written approval of the Landlord.
- (l) To notify the Landlord immediately in writing of any necessary repairs or damage to the premises.

HOLD HARMLESS PROVISIONS. LIABILITY AND INDEMNITY. The Landlord, its officers, employees and agents, shall not be liable for any injury (including death) or damage to any persons or to any property sustained or alleged to have been sustained by the Tenant or by others as a result of any condition (including existing or future defects in the premises), or occurrence whatsoever related in any way to the premises or related in any way to the Tenant's use of the premises or Tenant's performance under this lease, except to the extent of such damage caused by negligence of the Landlord. Tenant agrees to defend and hold and save the Landlord, its officers, employees and agents, harmless from any and all liability or expense (including expense of litigation) in connection with any such items of actual or alleged injury or damage. In addition, the Tenant shall, at its own expense, maintain throughout the term of this lease, proper liability insurance with a reputable insurance company or companies satisfactory to the Landlord in the minimum of \$1,000,000.00 single limit liability, including fire legal liability and a comprehensive general liability broadening endorsement to indemnify both the Landlord and Tenant against any such liability or expense. The landlord shall be named as one of the insured, and shall be furnished a copy of such policy or policies of insurance or certificate of

such insurance coverage by the Tenant, or both, at the Landlord's election. Each certificate of insurance shall provide that the insurance policy or policies are not subject to cancellation without at least thirty (30) days advance written notice of such cancellation having been first given to the Landlord.

The Landlord will carry structural insurance for fire and casualty, and shall receive any and all proceeds thereof, in case of fire or other casualty. The Tenant hereby waives any right to receive proceeds under this policy. The Landlord shall provide liability insurance for his own protection. The Tenant shall provide its own personal contents insurance, and the Landlord claims no interest in the proceeds thereof. The Tenant shall look solely to its own insurance, in the event of fire or other casualty, and waives any claim against the Landlord therefore.

REPAIRS. The Tenant agrees to pay for any damage caused by its negligence or fault. In the event of fire or other natural disaster which renders the premises uninhabitable, Landlord reserves the right to repair the premises and continue this lease in force, or alternatively, at its option, to retain all insurance proceeds therefore and terminate this lease and option.

TERMINATION. Tenant shall surrender the premise to the Landlord without notice and in accordance with this Agreement upon the termination of the lease. Either party may terminate this lease with thirty (30) days written notice to the other party that it does not wish to renew for an additional one-month term.

ABANDONMENT. If Tenant defaults in payment of rent and is absent from the premises for a period of fourteen (14) consecutive days, it shall be presumed that the Tenant has abandoned the premises and does not intend to resume his tenancy. In the event of such an abandonment, Landlord may immediately enter the premises and take possession of any property of Tenant found therein.

SUBLETTING AND ASSIGNMENT. Tenant agrees not to sublet the premises nor any part thereof nor assign this Agreement in whole or in part.

NO WAIVER. Failure of the Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, should not constitute or be construed as a waiver or relinquishment of the Landlord's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

ATTORNEYS' FEES. In the event suit shall be brought regarding the performance of the terms and provisions of this Agreement or because of a breach of any of the obligations, then the prevailing party shall collect reasonable attorney fees and costs from the other party.

DELIVERY OF POSSESSION. If for any reason whatsoever Landlord does not deliver possession of the premises at the commencement of the term of this Agreement, rent shall be abated until such date as possession of the premises is tendered by the Landlord, and in all other respects this Agreement shall remain in full force and effect and the term shall not be extended thereby. In no event shall Landlord be liable for damages caused by failure to deliver possession of the premises. If possession of the premises is not tendered to the Tenant within ten (10) days of the commencement of the term of this Agreement, Tenant may terminate this Agreement by

giving written notice to the Landlord and any monies paid by the Tenant to the Landlord shall be refunded to the Tenant.

NOTICE. Any notice required pursuant to the terms of this lease shall be sent to the party entitled to receive the same be certified or regular mail at the address set froth below.

City of Sedro-Woolley	Loggerodeo, Inc.
325 Metcalf Street	P.O. Box 347
Sedro-Woolley, WA 98284	Sedro-Woolley, WA 98284

The Tenants acknowledge that they have read this Agreement and will abide by the terms and comply with all rules and regulations adopted by the Landlord.

Executed as of the date first written above.

LESSOR:

LESSEE:

City of Sedro-Woolley

Loggerodeo, Inc.

\_\_\_\_\_  
Keith L. Wagoner, Mayor

By: \_\_\_\_\_  
It's:

Attest:

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

Approved as to form:

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

State of Washington )  
 ) ss.  
County of Skagit )

On this day personally appeared before me \_\_\_\_\_ to me known to be the \_\_\_\_\_ of Loggerodeo, Inc., described herein, and who executed the within and foregoing instrument on behalf of said nonprofit corporation, and acknowledged that they signed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

State of Washington )  
 ) ss.  
County of Skagit )

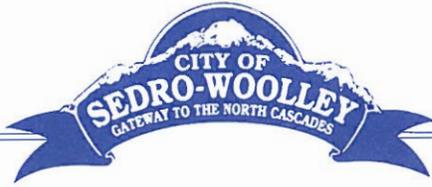
On this day personally appeared before me KEITH L. WAGONER and PATSY NELSON to me known to be the MAYOR and FINANCE DIRECTOR of the City of Sedro-Woolley described herein, and who executed the within and foregoing instrument on behalf of said municipal corporation, and acknowledged that they signed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

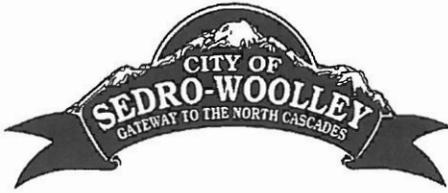
SEP 28 2016

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



SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:



CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 28 2016

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

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

Mark A. Freiberger, PE  
Director of Public Works

MEMO TO: City Council and Mayor Keith Wagoner

FROM: Mark A. Freiberger, PE

RE: **SECOND READING – POSSIBLE ADOPTION**  
**Proposed Ordinance \_\_\_\_\_-16**

Amending Stormwater Management Ordinance SWMC Ch. 13.36 and  
Stormwater Maintenance Ordinance SWMC Ch. 13.40 for incorporation  
of the 2014 Stormwater Management Manual for Western WA

DATE: September 21, 2016 (for Council review September 28, 2016)

**2<sup>ND</sup> READING**  
**OLD BUSINESS**

**ISSUE**

Shall Council adopt Ordinance \_\_\_\_-16 Amending Stormwater Management Ordinance SWMC Ch. 13.36, and Stormwater Maintenance Ordinance SWMC Ch. 13.40, providing for incorporation of the 2014 Storm Water Management Manual for Western Washington, and amending sections of the SWMC Ch. 13.32, SWMC Ch. 15.40, SWMC Ch. 15.48, and SWMC Ch. 15.52, to require consistency with these updates to the Stormwater Management Ordinance and Stormwater Maintenance Ordinance?

**BACKGROUND/RECOMMENDATION:**

The city's National Pollution Discharge Elimination System (NPDES) Phase 2 Stormwater Permit includes certain milestones for action by the city. Section S5.C.4.f of the Permit states that "No later than December 31, 2016, Permittees shall review, revise and make effective their local development-related codes, rules, standards or other enforceable documents to incorporate and require Low Impact Development (LID) and LID Best Management Practices (BMP's). The intent of the revisions shall be to make LID the preferred and commonly-used approach to site development. The revisions shall be designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations. Permittees shall conduct a similar review and revision process, and consider the range of issues, outlined in the following document: Integrating LID into Local Codes: A Guidebook for Local Governments (Puget Sound Partnership, 2012).

LID means and methods are outlined in the *Stormwater Management Manual for Western Washington* (SWMMWW) as amended in December 2014.

The city on November 10, 2010 under Ordinance 1687-10 adopted permanent amendments to Chapter 13.36 Stormwater Management and Chapter 13.40 Stormwater Maintenance addressing an earlier milestone in the NPDES Permit. These chapters include reference to LID development standards current at the time, and recommended their use on development projects proposed for the city. The 2010 codes reference the 2005 Western Washington Stormwater Management Manual for Western Washington (SWMMWW). The draft ordinance attached updates these chapters to reference the current edition of SWMMWW and changes the recommendation to a requirement for all new development.

In addition to Chapters 13.36 and 13.40, the entire SWMC was reviewed for compliance. Chapters 13.32, 15.40, 15.48, and 15.52 all include development related provisions that are updated by the proposed ordinance.

Pat Hayden was engaged by the City to perform the code review and prepare the attached draft ordinance. Mr. Hayden also prepared the 2010 Chapter 13.36 and 13.40 revisions.

As follow up to the code review, staff is reviewing and updating the Sedro-Woolley Public Works Department Standards (SWPWDS). The SWPWDS were created under the auspices of SWMC Chapters 15.40.080 and .090, and are administered and updated as needed by the Public Works Director. The LID Code review and update will be complete prior to December 31, 2016. The SWPWDS update does not require council action.

Also under review are other rules, standards and enforceable documents that impact this issue. This includes operational matters covered under the Sedro-Woolley Stormwater Management Program (SWMP). The SWMP is updated annually as part of the Annual Report process. The most recent version of the SWMP notes the Permit requirements for LID.

First reading was held on September 14, 2016. Action is requested at the September 28, 2016 council session.

**Two minor edits have been made since first reading. 13.40.020.A has been updated to match the wording found in 13.36.020.A, and 13.40.020.C, paragraph 3 has been updated to match the wording in 13.36.020.**

## MOTION

***Move to adopt Ordinance \_\_\_\_-16 Amending Stormwater Management Ordinance SWMC Ch. 13.36, and Stormwater Maintenance Ordinance SWMC Ch. 13.40, providing for incorporation of the 2014 Storm Water Management Manual for Western Washington, and amending sections of the SWMC Ch. 13.32, SWMC Ch. 15.40, SWMC Ch. 15.48, and SWMC Ch. 15.52, to require consistency with these updates to the Stormwater Management Ordinance and Stormwater Maintenance Ordinance.***

**AN ORDINANCE AMENDING STORMWATER MANAGEMENT ORDINANCE SWMC CH. 13.36, AND STORMWATER MAINTENANCE ORDINANCE SWMC CH. 13.40, PROVIDING FOR INCORPORATION OF THE 2014 STORM WATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON, AND AMENDING SECTIONS OF SWMC CH. 13.32, SWMC CH. 15.40, SWMC 15.48, AND SWMC CH. 15.52, TO REQUIRE CONSISTANCY WITH THESE UPDATES TO THE STORMWATER MANAGEMENT ORDINANCE AND STORMWATER MAINTENANCE ORDINANCE.**

THIS MATTER coming on before the City Council of the City of Sedro-Woolley for consideration on recommendation of the Director of Public Works, and the City Council being fully advised in the premises, now therefore,

The City Council of the City of Sedro-Woolley hereby makes the following findings:

1. The Stormwater Management Manual for Western Washington (SWMMWW) provides guidance on the measures necessary to control the quantity and quality of stormwater.
2. The City of Sedro-Woolley use this manual to set stormwater requirements for new development and redevelopment projects. Land developers and development engineers use this manual to design permanent stormwater control plans, create construction stormwater pollution prevention plans, and determine stormwater infrastructure. Businesses use this manual to help design their stormwater pollution prevention plans.
3. The Sedro-Woolley NPDES permit incorporate and reference the SWMMWW, which has been revised and updated since 2005 to incorporate significant improvements, to which Sedro-Woolley is required to comply.
4. The 2014 SWMMWW will help permittees comply with these permits.
5. The method by which this manual controls the adverse impacts from quality and quantity of stormwater is primarily through the application of Best Management Practices. Ecology has revised many of the BMPs from the 2005 SWMMWW to improve their effectiveness for protecting water quality and to meet the intent of the anti-degradation provisions of the water quality standards. In addition, Ecology revised this manual to include low impact development (LID) related definitions, requirements, and an LID performance standard. Ecology made the LID revisions based on rulings by the Pollution Control Hearings Board, after consulting with LID advisory committees, and after providing opportunities for public input. The 2014 manual update also supports the new LID requirements in the Western Washington Municipal Stormwater Permits.
6. Other major changes include revised guidelines on protecting wetlands and designing infiltration facilities, and numerous minor revisions for clarity.

7. The Sedro-Woolley Stormwater Management Ordinances and Stormwater Maintenance Ordinances should be updated to provide for incorporation of the 2014 SWMMWW and for technical changes, and related ordinances should be amended to provide for consistency with these changes.

Having made the foregoing findings,

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

**Section 1.** SWMC Sec. 13.32.010 is hereby amended to read as follows:

**13.32.010 Violations—Penalties.**

Any person violating or failing to comply with any of the provisions contained in this title shall be subject to the enforcement provisions contained in Title 18, Code Enforcement, except when a different penalty or process is specified.

**Section 2.** SWMC Sec. 13.36.020 is hereby amended to read as follows:

**13.36.020 Definitions.**

For the purposes of this chapter, the following definitions shall apply. The definitions in:

- A. Wetlands Guidance Appendixes 2, Definitions of the SWMMWW;
- B. The glossary and notations in the 2005 2014 Department of Ecology SWMMWW Stormwater Management Manual for Western Washington; and
- C. Section 2, Definitions Related to Minimum Requirements, Appendix I of the NPDES Phase II Municipal Stormwater Permit are incorporated by reference, unless the context clearly indicates that another definition is applicable.

“Director” means the ~~city engineer~~ Public Works Director or his designee.

“Department” means Washington State Department of Ecology.

“Person” means any individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, agency of the state, or local government unit, however designated.

“Stormwater management manual” or “manual” means Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the 2005 2012 Department of Ecology Stormwater Management Manual for Western Washington, as amended in 2014 (“2014 SWMMWW”) except as modified in Section 13.36.060(A)(4).

“Stormwater management permit” is a permit or approval issued by the director pursuant to this chapter for a regulated activity.

“Stormwater maintenance permit” is a permit or approval issued by the director pursuant to Chapter 13.40 for maintenance of facility constructed for a regulated activity.

“2014 SWMMWW” means the 2012 Ecology Stormwater Management Manual for Western Washington, as amended in 2014.

**Section 3.** SWMC Sec. 13.36.050 is hereby amended to read as follows:

**13.36.050 Stormwater management manual and Appendix I of permit adopted—  
Administrative provisions authorized.**

A. The thresholds, definitions, minimum requirements and exceptions, adjustment and variance criteria found in Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the minimum and mandatory incorporated provisions of the ~~2005~~ 2014 Department of Ecology Stormwater Management manual for Western Washington are hereby adopted by reference, and are hereinafter collectively referred to as the “manual,” except as modified in Section 13.36.060(A)(4).

B. The director may, in his discretion, modify, adopt and publish standards, designs and administrative regulations for permitting, to supplement the manual; provided, that the standards, designs and administrative regulations are consistent with the manual. The standards, designs and administrative regulations may include nonstructural preventative actions and source reduction approaches such as low impact development (LID) techniques consistent with the manual. Prior to adoption, the director shall solicit written and verbal comment at an advertised public hearing.

C. Any standards, designs, and administrative regulations adopted by the director shall be published in printed form maintained for inspection and copying at office of city engineer. Any such standards, designs, and administrative regulations shall have the same effect as a provision of this chapter, and its administration and application to a particular permit is subject to appeal and variance in the same manner as the provisions of this chapter.

**Section 4.** SWMC Sec. 13.36.080 is hereby amended to read as follows:

**13.36.080 Stormwater minimum requirements and best management practices (BMPs).**

A. The minimum requirements of the manual are adopted and incorporated herein by reference.

B. The site planning process of the manual and BMP selection and design criteria of the manual shall be used to implement the minimum requirements of the manual.

C. All development and redevelopment shall apply all known, available and reasonable methods of prevention, control and treatment (AKART), utilizing the BMPs and design criteria of the manual, including LID design criteria, to comply with the minimum requirements of the manual, prior to discharge into the City of Sedro-Woolley storm sewer system permitted by the Department of Ecology.

D. No person may conduct activity regulated by this chapter which discharges directly to, or indirectly through the city of Sedro-Woolley storm sewer system permitted by the Department of Ecology, in unless they meet the requirements of this chapter and obtain a stormwater management permit or stormwater maintenance permit, or both.

E. All stormwater site plans for regulated activity (development and redevelopment) are subject to review and approval by the director, and shall require a stormwater management permit or stormwater maintenance permit issued by the director pursuant to this chapter. A stormwater maintenance permit may be required by the director as a condition of the stormwater management permit.

F. The director shall adopt BMPs for low impact development (LIDs) techniques pursuant to Section 13.36.060(B) as administrative regulations for the implementation of this chapter. The director may adopt specific BMPs and ~~from Chapter 7 of the Low Impact Development Standards Technical Guidance Manual for Puget Sound (PSAT/WSU Extension 2005)~~ from the 2014 SWMMWW or other approved source. In addition, an applicant may seek an adjustment or variance incorporating BMPs for LID techniques into permit approval.

**Section 5.** SWMC Sec. 13.36.100 is hereby amended to read as follows:

**13.36.100 Administration.**

A. Director. The director or a designee shall administer this chapter and shall be referred to as the director. The director shall have the authority to develop and implement administrative procedures to administer and enforce this chapter.

B. Review and Approval. Any activity subject to regulation by this chapter shall not be approved until the director issues a written finding that the regulated activity complies with this chapter, or is exempt. The finding, approvals and conditions shall be incorporated into a "stormwater management permit." The omission of a minimum requirement or BMP on the permit or approved plan shall not relieve the applicant of complying with the minimum requirement or BMP if it is made applicable by the manual.

1. If the regulated activity is subject to a permit or approval from any department of the city of Sedro-Woolley, including but not limited to the permits and approvals listed in Section 13.36.040, a permit or approval shall not be issued until a finding of compliance and a stormwater management permit is issued by the director.

2. If the regulated activity is not subject to any other permit or approval from any department of the city of Sedro-Woolley, but is subject to the provisions of this chapter, then the owner of the affected property and the person conducting the activity shall apply directly to the director for a permit, which shall not be issued until a finding of compliance and a stormwater management permit is issued by the director.

C. Any owner or applicant seeking approval or a permit for activity regulated by this chapter shall, in addition to any other permit necessary for the activity, apply for a

stormwater management permit in the form provided by the director, and shall provide the information required to demonstrate compliance with minimum requirements and BMPs specified in the manual. The form of the application shall meet the requirements established by the director.

D. The director may approve, conditionally approve or deny an application for activities regulated by this chapter. Such approval or denial shall be based on the thresholds, definitions, minimum requirements and exceptions, adjustment and variance criteria found in Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the mandatory or minimum incorporated provisions of the 2014 SWMMWW 2005 Ecology Stormwater Management manual for Western Washington, and on any administrative provisions adopted by the director pursuant to Section 13.36.060.

E. If an adjustment, exception or variance is allowed, it shall be incorporated into the conditions and terms of the permit issued by the director.

F. Inspection. All activities regulated by this chapter shall be inspected by the director. The director shall inspect projects at various stages of the work requiring approval to determine that the regulated activity is complying with the terms of the permit and approval. Stages of work requiring inspection include, but are not limited to, preconstruction; installation of BMPs; land-disturbing activities; installation of utilities, landscaping, retaining walls and completion of project. When required by the director, a special inspection and/or testing shall be performed.

G. All project applications must address long-term maintenance responsibility and access for maintenance inspections, and all must continue to meet the minimum requirements of the manual as a condition of the stormwater management permit. When required by the director, a “stormwater maintenance permit” shall also be required as a condition of the stormwater management permit, pursuant to Chapter 13.40.

H. The stormwater management permit shall identify the party responsible for compliance, and may require the posting of a bond or surety to guarantee financial responsibility for compliance as a condition of the permit. The amount of the bond or other surety shall not exceed one hundred twenty-five percent of the cost of compliance with the conditions and requirement of the stormwater management permit, as determined by the director.

I. Any applicant may appeal the decision of the director to issue, condition or deny a permit in the same manner as a Type II decision subject to Chapter 2.90, to the extent applicable and not inconsistent with this chapter.

**Section 6.** SWMC Sec. 13.36.110 is hereby amended to read as follows:

**13.36.110 Civil enforcement.**

A. The director shall enforce this chapter. Violations of this chapter shall be subject to civil ~~and criminal~~ penalties and process as set forth in Title 18 this Chapter. It shall be a violation of this chapter to (a) engage in any regulated activity without a permit issued

pursuant to this chapter, (b) to violate the terms and conditions of a permit issued pursuant to this chapter, or (c) to permit, allow, or commit an illicit discharge prohibited by this chapter.

~~A.—General. Enforcement action shall be in accordance with this chapter whenever a person has violated any provision of this chapter. The choice of enforcement action and the severity of any civil penalty shall be based on the nature of the violation, the damage or risk to the public or the public resources, and/or the degree of bad faith of the person subject to the enforcement action.~~

~~B.—Stop Work Order. The director shall have the authority to serve a person a stop work order if an action is being undertaken in violation of this chapter. If a portion of a project is in violation of this chapter, the director may issue a stop work order for the entire project, and the order may revoke a stormwater management permit or stormwater maintenance permit.~~

~~1.—Content of Order. The order shall contain:~~

~~a.—A description of the specific nature, extent and time of violation and the damage or potential damage; and~~

~~b.—A notice that the violation or the potential violation cease and desist and, in appropriate cases, the specific corrective action to be taken within a given time. A civil penalty under subsection C of this section may be issued with the order.~~

~~2.—Notice. A stop work order shall be imposed by a notice in writing, either by certified mail with return receipt requested, or by personal service, to the person incurring the same.~~

~~3.—Effective Date. The stop work order issued under this section shall become effective immediately upon receipt by the person to whom the order is directed.~~

~~4.—Compliance. Failure to comply with the terms of a stop work order shall result in enforcement actions including, but not limited to, the issuance of a civil penalty.~~

~~C.—Civil Penalty. A person who fails to comply with the requirements of this chapter, who fails to conform to the terms of an approval or order issued, who undertakes new development without first obtaining city approval, or who fails to comply with a stop work order issued under these regulations shall be subject to a civil penalty.~~

~~1.—Amount of Penalty. The penalty shall be one hundred dollars for each violation. Each day of continued violation or repeated violation shall constitute a separate violation.~~

~~2.—Aiding or Abetting. Any person who, through an act of commission or omission, aids or abets in the violation shall be considered to have committed a violation for the purposes of the civil penalty.~~

3.— ~~Notice of Penalty. A civil penalty shall be imposed by a notice in writing, either by certified (or registered) mail with return receipt requested or by personal service, to the person incurring the same from the city. The notice shall describe the violation, approximate the date(s) of violation, and shall order the acts constituting the violation to cease and desist, and, in appropriate cases, require necessary corrective action within a specific time.~~

4.— ~~Application for Mitigation. Any person incurring a penalty may apply in writing within fourteen days of receipt of the penalty to the director for rescission or mitigation of such penalty. Upon receipt of the application, the director may rescind or mitigate the penalty upon a demonstration of extraordinary circumstances, such as the presence of information of factors not considered in setting the original penalty. The decision of the director may be appealed to the city council within thirty days of the decision.~~

5.— ~~Appeal of Civil Penalty. Persons incurring a penalty imposed by the director may appeal in writing to the Skagit County Superior Court within thirty days of the receipt of the penalty, or within thirty days of the decision of the director regarding remission or mitigation of the penalty, whichever is later.~~

~~D.— Penalties. Penalties imposed under this section shall become due and payable thirty days after receiving it unless application for remission or mitigation is made or an appeal is filed. Whenever an application for remission or mitigation is made, penalties shall become due and payable thirty days after receipt of the decision regarding the remission or mitigation. Whenever an appeal of a penalty is filed, the penalty shall become due and payable after all review proceedings and final decision has been issued confirming all or part of the penalty. If the amount of a penalty owed the city is not paid within the time specified, the city may take actions necessary to recover such penalty, including legal action to reduce the same to a judgment and collection of the same.~~

~~E. B.~~ The director is authorized to seek injunctions, restraining orders, and other civil relief in court as is necessary to enforce this chapter.

Section 7. SWMC Sec. 13.40.020 is hereby amended to read as follows:

**13.40.020 Definitions.**

For the purposes of this chapter, the following definitions shall apply. The definitions in:

- A. Wetlands Guidance Appendix 2, Definitions of the NPDES Phase II Municipal Stormwater Permit;
- B. The glossary and notations in the ~~2005~~ 2014 Department of Ecology SWMMWW Stormwater Management Manual for Western Washington; and
- C. Section 2, Definitions Related to Minimum Requirements, Appendix I of the NPDES Phase II Municipal Stormwater Permit are incorporated by reference, unless the context clearly indicates that another definition is applicable.

*update  
Per  
13.36.020  
\**

“Department” means Washington State Department of Ecology.

( “Director” means the city engineer or his designee. )

update per 13.36.020.c

“Person” means any individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, agency of the state, or local government unit, however designated.

“Stormwater management manual” or “manual” means Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the ~~2005~~ 2012 Department of Ecology Stormwater Management Manual for Western Washington, as amended in 2014 (“2014 SWMMWW”) except as modified in Section 13.36.060(A)(4).

“Stormwater management permit” is a permit or approval issued by the director pursuant to this chapter for a regulated activity.

“Stormwater maintenance permit” is a permit or approval issued by the director pursuant to Chapter 13.40 for maintenance of facility constructed for a regulated activity.

“2014 SWMMWW” means the 2012 Ecology Stormwater Management Manual for Western Washington, as amended in 2014.

**Section 8.** SWMC Sec. 13.40.050 is hereby amended to read as follows:

**13.40.050 Stormwater management manual and Appendix I of permit adopted—  
Administrative provisions authorized.**

A. The thresholds, definitions, minimum requirements and exceptions, adjustment and variance criteria found in Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the minimum and mandatory incorporated provisions of the ~~2005~~ 2014 Department of Ecology Stormwater Management Manual for Western Washington, are hereby adopted by reference, and are hereinafter collectively referred to as the “manual,” except as modified in Section 13.40.060(A)(4).

B. The director may, in his discretion, modify, adopt and publish standards, designs and administrative regulations for permitting, to supplement the manual; provided, that the standards, designs and administrative regulations are consistent with the manual. The standards, designs and administrative regulations may include nonstructural preventative actions and source reduction approaches such as low impact development (LID) techniques consistent with the manual. Prior to adoption, the director shall solicit written and verbal comment at an advertised public hearing.

C. Any standards, designs, and administrative regulations adopted by the director shall be published in printed form maintained for inspection and copying at the office of the city engineer. Any such standards, designs, and administrative regulations shall have the same effect as a provision of this chapter, and its administration and application to a

particular permit is subject to appeal and variance in the same manner as the provisions of this chapter.

**Section 9.** SWMC Sec. 13.40.075 is hereby amended to read as follows:

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**13.40.075 Stormwater minimum requirements and best management practices (BMPs).**

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- A. The minimum requirements of the manual are adopted and incorporated herein by reference.
- B. The site planning process of the manual and BMP selection and design criteria of the manual shall be used to implement the minimum requirements of the manual.
- C. All development and redevelopment shall apply all known, available and reasonable methods of prevention, control and treatment (AKART), utilizing the BMPs and design criteria of the manual, including LID design criteria, to comply with the minimum requirements of the manual, prior to discharge into the City of Sedro-Woolley storm sewer system permitted by the Department of Ecology.
- D. No person may conduct activity regulated by this chapter which discharges directly to, or indirectly through, the city of Sedro-Woolley storm sewer system permitted by the Department of Ecology, unless they meet the requirements of this chapter and obtain a stormwater management permit or stormwater maintenance permit, or both.
- E. All stormwater site plans for regulated activity (development and redevelopment) are subject to review and approval by the director, and shall require a stormwater management permit or stormwater maintenance permit issued by the director pursuant to this chapter. A stormwater maintenance permit may be required by the director as a condition of the stormwater management permit.
- F. The director shall adopt BMPs for low impact development (LIDs) techniques pursuant to Section 13.36.060(B) as administrative regulations for the implementation of this chapter. The director may adopt specific BMPs and ~~from Chapter 7 of the Low Impact Development Standards Technical Guidance Manual for Puget Sound (PSAT/WSU Extension 2005)~~ from the 2014 SWMMWW or other approved source. In addition, an applicant may seek an adjustment or variance incorporating BMPs for LID techniques into permit approval.

**Section 10.** SWMC Sec. 13.40.120 is hereby amended to read as follows:

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**13.40.120 Administration.**

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- A. Director. The director or a designee shall administer this chapter and shall be referred to as the director. The director shall have the authority to develop and implement administrative procedures to administer and enforce this chapter.
- B. Review and Approval.

1. Any activity subject to regulation by this chapter shall not be approved until the director issues a written finding that the regulated activity complies with this chapter, or is exempt. The finding, approvals and conditions shall be incorporated into a “stormwater maintenance permit.” The omission of a minimum requirement or BMP on the permit or approved plan shall not relieve the applicant of complying with the minimum requirement or BMP if it is made applicable by the manual.
2. Any owner or applicant seeking approval or a permit for activity regulated by this chapter shall, in addition to any other permit necessary for the activity, apply for a stormwater maintenance permit in the form provided by the director, and shall provide the information required to demonstrate compliance with minimum requirements and BMPs specified in the manual. The form of the application shall meet the requirements established by the director.
3. The director may approve, conditionally approve or deny an application for activities regulated by this chapter. Such approval or denial shall be based on the thresholds, definitions, minimum requirements and exceptions, adjustment and variance criteria found in Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the 2005 2014 Department of Ecology Stormwater Management Manual for Western Washington, and on any administrative provisions adopted by the director pursuant to Section 13.40.050.
4. If an adjustment, exception or variance is allowed, it shall be incorporated into the conditions and terms of the permit issued by the director.
5. Inspection. All activities regulated by this chapter shall be inspected by the director. The director shall inspect projects at various stages of the work requiring approval to determine that the regulated activity is complying with the terms of the permit and approval. Stages of work requiring inspection include, but are not limited to, preconstruction; installation of BMPs; land-disturbing activities; installation of utilities, landscaping, retaining walls and completion of project. When required by the director, a special inspection and/or testing shall be performed.
6. All project applications must address long-term maintenance responsibility and access for maintenance inspections, and all must continue to meet the minimum requirements of the manual as a condition of the stormwater maintenance permit.
7. The stormwater maintenance permit shall identify the party responsible for compliance, and may require the posting of a bond or surety to guarantee financial responsibility for compliance as a condition of the permit. The amount of the bond or other surety shall not exceed one hundred twenty-five percent of the cost of compliance with the conditions and requirement of the stormwater maintenance permit, as determined by the director.

8. Any applicant may appeal the decision of the director to issue, condition or deny a permit in the same manner as a Type II decision subject to Chapter 2.90, to the extent applicable and not inconsistent with this chapter.

**Section 11.** SWMC Sec. 13.40.130 is hereby amended to read as follows:

**13.40.130 Civil enforcement.**

A. The director shall enforce this chapter. Violations of this chapter shall be subject to civil and criminal penalties and process as set forth in Title 18 this Chapter. It shall be a violation of this chapter to (a) engage in any regulated activity without a permit issued pursuant to this chapter, (b) to violate the terms and conditions of a permit issued pursuant to this chapter, or (c) to permit, allow, or commit an illicit discharge prohibited by this chapter.

A.— General. Enforcement action shall be in accordance with this chapter whenever a person has violated any provision of this chapter. The choice of enforcement action and the severity of any civil penalty shall be based on the nature of the violation, the damage or risk to the public or the public resources, and/or the degree of bad faith of the person subject to the enforcement action.

B.— Stop Work Order. The director shall have the authority to serve a person a stop work order if an action is being undertaken in violation of this chapter. If a portion of a project is in violation of this chapter, the director may issue a stop work order for the entire project, and the order may revoke a stormwater management permit or stormwater maintenance permit.

1.— Content of Order. The order shall contain:

a.— A description of the specific nature, extent and time of violation and the damage or potential damage; and

b.— A notice that the violation or the potential violation cease and desist and, in appropriate cases, the specific corrective action to be taken within a given time. A civil penalty under subsection C of this section may be issued with the order.

2.— Notice. A stop work order shall be imposed by a notice in writing, either by certified mail with return receipt requested, or by personal service, to the person incurring the same.

3.— Effective Date. The stop work order issued under this section shall become effective immediately upon receipt by the person to whom the order is directed.

4.— Compliance. Failure to comply with the terms of a stop work order shall result in enforcement actions including, but not limited to, the issuance of a civil penalty.

C.— Civil Penalty. A person who fails to comply with the requirements of this chapter, who fails to conform to the terms of an approval or order issued, who undertakes new

development without first obtaining city approval, or who fails to comply with a stop work order issued under these regulations shall be subject to a civil penalty.

1.—Amount of Penalty. The penalty shall be one hundred dollars for each violation. Each day of continued violation or repeated violation shall constitute a separate violation.

2.—Aiding or Abetting. Any person who, through an act of commission or omission, aids or abets in the violation shall be considered to have committed a violation for the purposes of the civil penalty.

3.—Notice of Penalty. A civil penalty shall be imposed by a notice in writing, either by certified (or registered) mail with return receipt requested or by personal service, to the person incurring the same from the city. The notice shall describe the violation, approximate the date(s) of violation, and shall order the acts constituting the violation to cease and desist, and, in appropriate cases, require necessary corrective action within a specific time.

4.—Application for Mitigation. Any person incurring a penalty may apply in writing within fourteen days of receipt of the penalty to the director for rescission or mitigation of such penalty. Upon receipt of the application, the director may rescind or mitigate the penalty upon a demonstration of extraordinary circumstances, such as the presence of information of factors not considered in setting the original penalty. The decision of the director may be appealed to the city council within thirty days of the decision.

5.—Appeal of Civil Penalty. Persons incurring a penalty imposed by the director may appeal in writing to the Skagit County Superior Court within thirty days of the receipt of the penalty, or within thirty days of the decision of the director regarding remission or mitigation of the penalty, whichever is later.

D.—Penalties. Penalties imposed under this section shall become due and payable thirty days after receiving it unless application for remission or mitigation is made or an appeal is filed. Whenever an application for remission or mitigation is made, penalties shall become due and payable thirty days after receipt of the decision regarding the remission or mitigation. Whenever an appeal of a penalty is filed, the penalty shall become due and payable after all review proceedings and final decision has been issued confirming all or part of the penalty. If the amount of a penalty owed the city is not paid within the time specified, the city may take actions necessary to recover such penalty, including legal action to reduce the same to a judgment and collection of the same.

E. B. The director is authorized to seek injunctions, restraining orders, and other civil relief in court as is necessary to enforce this chapter.

**Section 12.** SWMC Sec. 15.40.030 is hereby amended to read as follows:

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**15.40.030 Standard specifications.**

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A. Construction of and substantial improvements to public works including streets, sidewalks, and storm mains, shall be in accordance with the latest edition of “Standard Specifications for Road, Bridge and Municipal Public Works Construction,” prepared by the Washington State Department of Transportation Chapter of the American Public Works Association, and as hereafter amended, unless different standards are required by the city engineer.

B. Construction of and substantial improvements to public works including streets, sidewalks, and storm mains, shall be in accordance with Stormwater Management Ordinance (SWMC Ch. 13.36) and Stormwater Maintenance Ordinance (SWMC Ch. 13.40).

**Section 13.** SWMC Sec. 15.40.050 is hereby amended to read as follows:

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**15.40.050 Streets and sidewalks—Required plans.**

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Construction of or substantial improvement to streets and sidewalks shall require engineering plans with the following information:

- A. Vicinity map showing all streets within the immediate vicinity;
- B. Plans containing at least the following:
  - 1. Width and location of adjoining streets,
  - 2. Property, right-of-way, and easement lines with dimensions,
  - 3. Location of proposed improvement and appurtenances including driveways, properly dimensioned and stationed along the centerline, and location and stationing of all horizontal angle points and curve data,
  - 4. Location of all existing and proposed utilities, watercourses, railroad crossing, structures within the right-of-way, trees, and all pertinent topographic features including location and elevation of survey benchmarks,
  - 5. Suitable title plate on each drawing with street name and address of developer, scale, date, northpoint, and the name, address and stamp of the civil engineer, licensed in the state of Washington, responsible for preparation;
  - 6. Documentation of compliance with Stormwater Management Ordinance (SWMC Ch. 13.36) and Stormwater Maintenance Ordinance (SWMC Ch. 13.40).
- C. Profiles containing at least the following:
  - 1. Street centerline stationing and vertical elevations,

2. Two-line or three-line profile showing existing ground surface along the street centerline, and proposed top of curb and street centerline profiles,
3. Slope of street between grade changes and vertical curve information,
4. Centerline profile of intersecting streets a minimum of one hundred feet each direction and profile of all driveways with grades greater than eight percent,
5. Suitable title plate on each drawing with street name, name and address of developer, vertical and horizontal scale, date and name, address and stamp of the civil engineer, licensed in the state of Washington, responsible for preparation;

D. Structural details including properly dimensioned details of curbs and gutters, street cross-sections, drainage facilities, retaining walls and all major structures constructed within the right-of-way.

**Section 14.** SWMC Sec. 13.32.010 is hereby amended to read as follows:

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**15.40.070 Storm sewers.**

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A. Definitions.

1. "Primary drainage facilities" means drainage facilities serving a watershed with an area of twenty acres or greater, or a runoff of three cubic feet per second or greater for a storm of five-year frequency.
2. "Secondary drainage facilities" means drainage facilities serving a lesser watershed than that defined above.

B. Plans Required. Construction of or substantial improvement to storm sewers and drainage facilities shall require engineering plans with the following information:

1. Plans properly dimensioned and drawn to scale showing:
  - a. Location of the proposed storm sewer, drainage ditches, and sewer appurtenances within the street right-of-way. Sewers and drainage ditches shall be stationed and all manholes, catchbasins and appurtenances shall be numbered,
  - b. Location of existing aboveground and below ground utilities in road right-of-way or adjacent easements,
  - c. Location and dimensions of utility and drainage easements and location of all existing watercourses, ditches, trunk storm sewers, ponds, and retention facilities connected with or adjacent to the proposed drainage facilities;
2. Profiles of storm drains and drainage ditches with the following information:
  - a. Location and number of all manholes, catch-basins and appurtenances,

- b. Profile of existing and proposed ground surface and storm drain,
  - c. Size, slope and length of storm sewers between consecutive manholes,
  - d. Sewer, manhole, and catchbasin invert elevations;
3. Structural details of any special manholes, catchbasins, and appurtenances including drop manholes, retention control manholes, outlet structures, pumping stations, diversion structures, etc.;
  4. Suitable title plate on each drawing with street or sewer name, name and address of the developer, scale, date, and the name, address and telephone number and stamp of the civil engineer, licensed in the state of Washington, responsible for the plan preparation.
  5. Documentation of compliance with Stormwater Management Ordinance (SWMC Ch. 13.36) and Stormwater Maintenance Ordinance (SWMC Ch. 13.40).

C. Design Standards.

1. Drainage facilities shall be designed for a projected lifespan of thirty years without excessive maintenance, utilizing accepted engineering practices.
2. Drainage facilities shall have adequate outfall into a watercourse, public storm sewer, on-site infiltration systems, or public ditch.
3. Catchbasins or inlets shall be spaced a maximum of three hundred feet apart along any street or alley.
4. Manholes on trunk sewers shall have a maximum spacing of ~~four~~ three hundred fifty feet.
5. Primary drainage facilities shall be designed and stamped by a civil engineer registered in the state of Washington.
6. Primary drainage conveyance facilities shall be designed for a storm frequency of twenty-five years, and secondary drainage conveyance facilities shall be designed for a storm frequency of twenty-five years, except that in no case shall the diameter of storm sewers be less than eight ~~six~~ inches for catchbasin laterals and twelve ~~eight~~ inches for storm mains, unless approved by the director.
7. Drainage Facilities shall be designed in compliance with Stormwater Management Ordinance (SWMC Ch. 13.36) and Stormwater Maintenance Ordinance (SWMC Ch. 13.40).

**Section 15.** SWMC Sec. 15.48.020 is hereby amended to read as follows:

**15.48.020 Determination of direct impact.**

A. Before any development is given the required approval or is permitted to proceed, the official, board, or body charged with deciding whether such approval should be given shall determine all impacts, if any, that are a direct consequence of the proposed development and which require mitigation, considering, but not limited to, the following factors:

1. Predevelopment versus postdevelopment demands upon city streets, sewers, water supplies, drainage facilities, parks, stormwater facilities, playgrounds, recreational facilities, schools, police services, fire services and other municipal facilities or services;
2. Likelihood that a direct impact of a proposed development would require mitigation due to the cumulative effect of such impact when aggregated with similar impacts of future development in the immediate vicinity of the proposed development;
3. Size, number, condition and proximity of existing facilities to be affected by the proposed development;
4. Nature and quantity of capital improvements reasonably necessary to mitigate specific direct impacts identified as a consequence of the proposed development;
5. Likelihood that the users of the proposed development will benefit from any mitigating capital improvements;
6. Any significant adverse environmental impacts of the proposed development;
7. Consistency with each of the city's comprehensive plans and subparts;
8. Likelihood of city growth by annexation into areas immediately adjacent to, or impacted by, the proposed development;
9. Appropriateness of financing necessary capital improvements by means of local improvement districts;
10. Whether the designated capital improvement furthers the public health, safety or general welfare;
11. Likelihood that a direct impact of a proposed development would require stormwater management pursuant to the Stormwater Management Ordinance (SWMC Ch. 13.36) during construction, or stormwater facility maintenance pursuant to the Stormwater Maintenance Ordinance (SWMC Ch. 13.40) after construction;
- ~~12.~~ Any other facts deemed by the city to be relevant.

B. The cost of any investigations, analysis or reports necessary for a determination of direct impact shall be borne by the applicant.

**Section 16.** SWMC Sec. 15.52.010 is hereby amended to read as follows:

**15.52.010 Authorization of latecomers' agreements.**

Authorization of latecomers' agreements. The city establishes a procedure for authorizing latecomers' agreements with developers, owners and the city for the purpose of providing reimbursement for sanitary sewer systems, stormwater facilities ~~drainage systems~~, and street and sidewalk improvements including signalization and lighting, when such improvements are required as a condition of subdivision, reclassification or other development, or pursuant to agreement with the city.

**Section 17. Effective date.** A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and this Ordinance shall take effect and be in full force on December 30, 2016.

**Section 18. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, clause or phrase of this ordinance.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of \_\_\_\_\_, 2016, and signed in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2016.

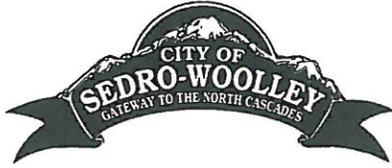
\_\_\_\_\_  
Keith L. Wagoner, Mayor

Attest:

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

Approved as to form:

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



CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 28 2016

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

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

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**MEMO:**

**To:** City Council  
Mayor Wagoner

**From:** John Coleman, AICP  
Planning Director

**Date:** September 28, 2016

**Subject:** Building Permit and Planning Permit Review Status

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This status sheet is being provided for your review.

Please let me know if you have any questions.

John

## APPLIED BUILDING PERMITS

X = COMPLETE

R = REVISIONS RECEIVED

W = WAITING FOR RESPONSE

NO ENTRY = INITIAL REVIEW NOT COMPLETE

APPL.	PERMIT #	NAME	ADDRESS		REVIEW		COMMENTS
DATE			/ PARCEL #	BLDG	PLNG	ENGR	
7/6/15	2015-152	Frank Bresnan	290 W Moore St	W	W	yes	Carport. <b>EXPIRES 1-6-16.Needs CUP.Staff talked to Frank reference all violations on 6-21-16. violations corrected by September 5.</b>
12/1/15	2015-270	Thai Restaurant	702 Metcalf St #B	W	N/A	N/A	Waiting for plans from Alpine Fire. Inspection pending. Fees paid. [Received 12/10/15]
5/4/16	2016-106	Juan Ortiz/Banano.Buds	211 Rowland Rd	W	REVIEW	W	Marijuana grow/manf. See Pre-Ap notes. Fire Hydrant, Fire Alarm System, Fire Marijuana permit, Carbon Dioxide permit. WAITING on 3 sets of signed PUD plans 7-18-16. Received revised site plans 7-19-16. Review letter sent 7-20-16. Received 2 sets of revised plans and letter to go with the 2 pages 7-27-16. Received carbon monoxide Alarm info, carbon filter /fans 8-2-16.Received Septic info, HVAC system info 8-10-16. Received additional info from Al Taylor for review 8-15-16. Marijuana Op permit given to applicant 8-16-16. <b>STILL NEED FIRE HYDRANT TO BE INSTALLED.</b>
5/10/16	2016-114	City of Sedro-Woolley-Parks	1001 River Rd	W	W	N/A	Replacement of Caretaker's manf home.
6/1/16	2016-128	Garrick Sager	1315 N. Township St	W	W	W	New SFR & removal of old manf home. Must remove manf home before final inspection to be shceduled. A separate demolition permit is required for the removal of the manf home - including an asbestos inspection if older than 1980. must use city waste dept for demo. Planning comments sent 6-28-16. Wetlands Report and site plan revisions requested 6-28-16. ON HOLD perDNR 6 year development moratorium. site clearing of forest land 7-14-16.
6/6/16	2016-141	Green Valley Holdings LLC	277 Klinger St	X	X	N/A	#C. Needs Zoning Waiver. Planning comments sent via email 6-24-16. Approved with conditions to improve aesthetics of left side, blank wall.
7/7/16	2016-166	George & Phyllis Thompson/Site Services LLC	921 Carriage Court	W	W	N/A	New carport/Waiting for plans.
8/16/16	2016-196	Cordata Green LLC/Grandview North	1620 Gateway Heights Place #6	X	X	N/A	

8/16/16	2016-197	Cordata Green LLC/Grandview North	1616 Gateway Heights Place #8	X	X	N/A	Paved driveway turnaround recommended.
8/16/16	2016-198	Cordata Green LLC/Grandview North	1614 Gateway Heights Place #9	X	X	N/A	
8/16/16	2016-199	Cordata Green LLC/Grandview North	1608 Gateway Heights Place #12	X	X	N/A	Waiver #2016-210.
8/25/16	2016-208	Country Store-Meyers Signs	915 Moore St	X	X	N/A	New message sign
9/1/16	2016-214	FSC Enterprises	608 Sterling St	X	X	X	new garage. Routed to PW for Stormwater/grading review. Emailed applicant to pu permit 9-19-16.
9/6/16	2016-216	David Grove	712 Rita St	X	X	N/A	Carport to garage. Emailed applicant to pu permit 9-19-16.
9/7/16	2016-219	Juan Raygoza	221 Central Ave	X	N/A	N/A	New hood for existing restaurant. NEEDS fire suppression system permit. Advised applicant to pu permit 9-19-16.
9/8/16	2016-218	King Co Housing Authority	830 Township St	X/W	N/A	N/A	Re-Roof permit. Waiting for contractor info to issue permit 9-16-16.
9/9/16	2016-225	Daniel & Brenda Thomas	211 Garden of Eden Rd	X	X	N/A	Remodel and demo of existing house. Emailed applicant to pu permit 9-19-16.
9/13/16	2016-223	Janicki Indust/Alpine Fire	1476 E Moore St	X	N/A	N/A	fire suppression system for paint booths. Emailed applicant to pu permit 9-15-16
9/13/16	2016-224	Banano Buds	211 Rowland Rd	N/A	N/A	N/A	Marijuana Operations permit
9/14/16	2016-226	Dwanye Lanes Ford	116 W Ferry St	N/A	N/A	N/A	tank removal permit. Emailed applicant to pu permit 9-19-16
9/12/16	2016-221	BYK Const Inc/P Woodmansee	1005 Rita St				Commerical building. Emailed applicant to pay plan review 9-16-16.
9/12/16	2016-228	BYK Const Inc/P Woodmansee	1005 Rita St #101-316				3 Story Apt Building. Emailed applicant to pay plan review 9-16-16.
9/16/16	2016-229	Anthony Hamilton/By the Bay Construction LLC	922 Third St			N/A	New Anytime Fitness remodel.

**APPLIED PLANNING/ ENGINEERING PERMITS**

X = COMPLETE      R = REVISIONS RECEIVED      W = WAITING FOR RESPONSE      NO ENTRY = INTIAL REVIEW NOT COMPLETE

APPL. RECEIVED	APPL. COMPLETE	PERMIT #	NAME	ADDRESS/ PARCEL #	REVIEW		COMMENTS
					PLNG	ENGR	
11/14/2005		05-BSP-1	Rimmer Industrial Park	P90024	W	W	Received 4 copies of a revised site lot plan 4-2-10. Sent review letter May 5, 2010.
5/26/2009	6/12/2009	SP-2-09	Ed Knorr/Bayview Survey	603,605,607 Dolly Lane	W	W	Sent Planning review letter 10-20-09. Sent email 1/12/2010.\$93.73 Publication fees owed.
5/26/2009	6/12/2009	SP-3-09	Ed Knorr/Bayview Survey	604,606, 608 Dolly Lane	W	W	Sent Planning review letter 10-20-09 Requested Rec Dwgs 11/10/09. Sent email 1/12/2010.
7/27/2010	8/12/2010	SP-1-10	Larry/Marilyn Nalbach	503 Marshall St	W	W	Sent Planning and Eng review letters and Admin Prelim Plat approval 9-28-10.\$82.50 FEES OWED ON PUBLICATION
2/26/2013	4/11/2013	2013-15 Planning	Eric Chandler/Marianne Manville-Ailles	1318 Talcott St	W	W	Four-lot short plat. Fees Paid. Notice of complte application sent 4-11-13. Comment period complete, planning and Engineering review letter sent 6-7-13. <b>DEPOSIT TAKEN</b>
2/26/2013	NA	2013-18 Engineering	Eric Chandler/Marianne Manville-Ailles	1318 Talcott St	NA	W	Engineering associated with 4 lot short plat. Fees Paid.
10/9/2013	11-27-13 (amended application)	06-SD-2/2014-16	Bob Ruby/Rubicon Development	755 Cook Rd	X	X	<b>OLD FILE-EG-5-08.</b> Council resolution #900-14 on 6-25-14. Notice of Decision issued 7-7-14. ALL FEES PAID 12-11-14. Received final plans for construction. Emailed Bob to set up pre-construction meeting 3-25-15.
5/20/2015		2015-102	Calvery Chapel	639 Sunset Park Drive #101	W		CUP. Deposit taken for mailings & sign 5-20-15. Received revised parking plan. Oct 5, 2016 HEX Hearing.
7/24/2015	7/24/2015	2015-173	FSC Enterprises	608 Sterling St	W		BLA for two buildable lots. Sent review letter 9-21-15 - need to address the parking/garage issue.
10/19/2015	1/28/2016	2015-246	Granite Holdings LLC-Short Plat	665 Cook Rd	W	N/A	Short Plat. Related file 2016-10 (Clear & Grade Permit). SEPA MDNS issued June 6, appeal period over June 20. Planning letter sent 6-29-16.
1/11/2016	NA	2016-10	Granite Holdings LLC-Clear and Grade Permit	665 Cook Rd	R	R	Clear and Grade Permit. Related file 2015-246. Review letter sent 3-15-16. SEPA MDNS issued June 6, appeal period over June 20.Received Fire hydrant info for Dean review 8-12-16.Received (3) sets of large plans,(3) Drainage Analysis books and eng estimate 9-13-16.
2/18/2016	3/18/2016	2016-30	Dr. Larry Campbell	1342 Moore St	X	N/A	CUP-Commerical. HEX approved. Applicant may submit building permits.

3/11/2016	NA	2016-51	City of SW	1400 Rhodes Rd-Winnie Houser Parking Lot	W	N/A	NOA/SEPA comment period issued 5-10-16. SEPA MDNS issued 5-27-16, appeal period over 6-11-16.
4/19/2016	NA	2016-89	Wildcat Steelhead Club	1805 Thompson Dr	W	N/A	Clear and Grade Permit and SEPA. NOA and SEPA Comment period issued 5-20-16, comment period over 6-3-16.
4/27/2016	5/31/2016	2016-100	Paul Woodmansee-BYK	1005 Rita Street-P37585	W	W	Clear and Grade application and SEPA. SEPA Comment Period and NOA issued 6-3-16. SEPA MDNS issued 7-6-16, appeal over 7-19-16.SWFD APPROVAL 7-27-16.
6/30/2016	8/3/2016	2016-155	Maureen Johnson	1105 N Fruitdale Rd	R	W	4-Lot short plat. Received Water Availability letter 7-26-16, application complete. Still need engineering plans for private driveway, sewer, etc. Cascade Gas main gas line only 4' deep; utilities crossing gas line may not be more than 2' deep per Cascade Gas. Notice of Application issued 8-8-16. Comment period over 8-22-16.
7/26/2016	7/26/2016	2016-181	Cordata Grn/Grandview North	1604 W Gateway Heights Loop #14	X	N/A	Waiver. Planning OK with waiver.
8/12/2016	NA	2016-192	The Falklands	P36480-East Jones Rd	NA		Sewer Extension down East Jones Rd.
8/16/2016	8/16/2016	2016-206	Grandview North LLC	277 Klinger St	X	N/A	Waiver. PAID. Approved 9-12-16
8/19/2016	not yet	2016-204	Rock & Carol White-SSE	315 West Woodworth St	R	R	2 lot Short Plat with existing apt buildings.Waiting for additional payment on fees, 500 ' map, list of property owners/addresses & critical areas checklist 9-8-16.Received revised mailing envelopes, list of owners and resident within 500 feet, map, critical area checklist ,draft driveway maintenance agreement for track A-9-15-16.
8/19/2016	not yet	2016-201	Jameson Ave LLC	1404 Third Street	W		CUP-Industrial zone-New Multi-family. App incomplete. App incomplete - Need 14 copies of SEPA Checklist and SEPA map 9-8-16.
8/24/2016	NA	2016-205	Cary Falk-Jones Estates	East Jones Rd		W	New-Civil-onsite improvements



# SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625  
(360) 416-1400 FAX (360) 416-1405

CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 28 2016

## 2016 Flood Awareness Week Meet & Greet

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

Dike District 12 Headquarters  
1317 South Anacortes Street, Burlington, WA 98233

You are cordially invited to the Flood Awareness Week Meet & Greet. This is an opportunity to meet with the U.S. Army Corps of Engineers and other agency representatives typically involved in emergency responses in Skagit County.

**Wednesday, October 19, 2016**

**7:30 - 10:00 a.m.**

7:30 a.m. Arrival  
8:00 a.m. Program Begins

### Schedule includes:

- Weather Forecast  
Speaker: Rick Haley, Skagit County
- U.S. Army Corps of Engineers Overview  
Speaker: Catherine DesJardin, USACE
- Local Project Updates  
Speakers Include: Dan Berentson, Esco Bell, and Dan Lefeber

~ R.S.V.P. by 4:00 p.m. on Friday, October 14, 2016 ~  
Space is Limited

Call Meghan MacMullen at (360) 416-1452 or e-mail  
[meghanm@co.skagit.wa.us](mailto:meghanm@co.skagit.wa.us) with the number in your party.

### Complimentary Refreshments Provided by Skagit County

Assorted Baked Goods  
Fruit  
Coffee and Juice



# SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625  
(360) 416-1400 FAX (360) 416-1405

## **2016 FLOOD AWARENESS WEEK**

Monday, October 17 – Friday, October 21

### **Monday, October 17**

- Flood Awareness Week Kick-Off 9:00 a.m. - 9:30 a.m.  
Location: Commissioners' Hearing Room, Skagit County Admin. Bldg., Mount Vernon
- Resource Coordinator Orientation 10:30 a.m. - 11:30 a.m.  
Location: 911 Building, 2911 College Way, Mount Vernon
- PIO Meeting 2:00 p.m. – 3:00 p.m.  
Location: 911 Building, 2911 College Way, Mount Vernon

### **Tuesday, October 18**

- Logistics Staff Set-Up ECC 9:00 a.m. - 10:00 a.m.  
Location: 911 Building, 2911 College Way, Mount Vernon
- Work Session: Flood Awareness Week 9:30 a.m. - 10:00 a.m.  
Location: Commissioners' Hearing Room, Skagit County Admin. Bldg., Mount Vernon
- ECC Activation – A Shift 10:30 a.m. - 12:00 p.m.  
Location: 911 Building, 2911 College Way, Mount Vernon
- ECC Activation – B Shift 1:30 p.m. - 3:00 p.m.  
Location: 911 Building, 2911 College Way, Mount Vernon
- Logistics Staff Breakdown ECC 3:30 p.m. - 4:30 p.m.  
Location: 911 Building, 2911 College Way, Mount Vernon

### **Wednesday, October 19**

- Meet & Greet (R.S.V.P. by Friday, October 14) 7:30 a.m. - 10:00 a.m.  
Location: Dike District 12, 1317 South Anacortes Street, Burlington
- Dike Districts 12 & 17 Meeting (Sectors D & E) 10:15 a.m. - 12:15 p.m.  
Location: Dike District 12, 1317 South Anacortes Street, Burlington

### **Thursday, October 20**

- Sector F Field Observer Field Review - Meet at Public Works 9:00 a.m. - 4:30 p.m.
- High School Sandbag Exercise 10:00 a.m. - 12:30 p.m.  
Location: Dike District 12, 1317 South Anacortes Street, Burlington

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Questions? Please contact Dan Berentson at (360) 416-1444, or Meghan MacMullen at (360) 416-1452.

**2016 FLOOD AWARENESS WEEK cont.**

Monday, October 17 – Friday, October 21

**Friday, October 21**

- Dike District 1 Meeting (Sector C) 8:00 a.m. - 9:30 a.m.  
Location: McLean Fire Hall, 15452 Beaver Marsh Road, Mount Vernon
  
- Public Assistance Training 10:00 a.m. - 2:00 p.m.  
Location: 911 Building, 2911 College Way, Mount Vernon
  
- Dike Districts 3 & 22 Meeting (Sectors A & B) 10:00 a.m. - 11:30 a.m.  
Location: Conway Fire Hall, 21020 Greenfield Street, Conway
  
- Dike District 20 & Drainage District 21 Meeting (Sector F) 1:30 p.m. - 2:30 p.m.  
Location: Clear Lake Fire Hall, 23642 Jackson Street, Clear Lake
  
- Flood Awareness Week Wrap-Up 3:00 p.m. - 4:00 p.m.  
Location: Commissioners' Hearing Room, Skagit County Admin. Bldg., Mount Vernon