

Next Ord:2072-23
Next Res:1143-24

CITY COUNCIL AGENDA

March 27, 2024

6:00 PM

**Sedro-Woolley Municipal Building
Council Chambers
325 Metcalf Street**

- a. Call to Order**
- b. Pledge of Allegiance**
- c. Roll Call**
- d. Approval of Agenda**
- e. Consent Agenda**

Note: Items on the Consent Agenda 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 Agenda.

- 1. Minutes - Regular Meeting - February 28, 2024
- 2. Check Register - Regular
- 3. Sole Source for WWTP for RAS Pump Cornell Pump Impellers - Resolution No. 1142-24
- 4. First Amendment to Community Development Grant - Sedro-Woolley Museum
- 5. Community Development Grant - Chamber of Commerce of Sedro-Woolley
- 6. Creating a Limited-Term Half-Time Plans Examiner/Building Inspector Position
- 7. Complete Streets Agreement - TIB - Sidewalk and ADA Ramp Upgrades Multiple Locations

- f. Introduction of Special Guests and Presentation**

- 1. Skagit County Chief Civil Deputy Will Honea - FERC Relicensing and Flood Control
- 2. Swearing in of Newly Promoted Sergeants Austin McCombs and Derick Lowe

- g. City Administrator Report**

- h. Councilmember and Mayor's Report**

- i. Proclamation(s)**

- j. Public Comments**

Please keep comments to three minutes or less. Because State law prohibits the use of city facilities for the purpose of supporting or opposing a campaign or ballot proposition, we respectfully request that public comment not make reference to such matters.

Written comments will be accepted by letter or via email at finance@sedro-woolley.gov Attn: 'Public Comment.'

k. Public Hearing(s)

l. Unfinished Business

1. Adoption of Amendments to Title 13 Stormwater Code Chapters - Ordinance 2068-24 - 3rd Read

m. New Business

1. Adding Section 9A.84.010 Fighting to SWMC Chapter 9A.84 Public Disturbance - Ordinance 2069-24 - Action Requested
2. Professional Services Agreement - Family Promise of Skagit Valley - House Bill 1406 Affordable and Supportive Housing Funds - 1st Read
3. Amendments to Chapter 16.04 SWMC Shadow Platting - Ordinance 2070-24 - 1st Read
4. Bendtsen Rezone (RZ-2023-004) - Ordinances 2071-24 and 2073-24 - 1st Read

n. Information Only Items

o. Executive Session

p. Adjournment

Next Meeting(s) City Council Study Session - April 3, 2024

The City of Sedro-Woolley complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, limited English proficiency, age, disability, or sex. The City of Sedro-Woolley doesn't exclude people or treat them differently because of race, color, national origin, limited English proficiency, age, disability, or sex.

The City of Sedro-Woolley also complies with applicable state laws and doesn't discriminate on the basis of creed, gender, gender expression or identity, sexual orientation, marital status, religion, honorably discharged veteran or military status, or the use of a trained dog guide or service animal by a person with a disability.

Join Zoom Meeting:

<https://zoom.us/j/91786850179?pwd=Vys0Y29XalZmQTRmemJBM2txVDIUQT09>

or dial by location at:

- +1 253 215 8782 US (Tacoma)
- +1 669 900 6833 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

Meeting ID: 917 8685 0179

Passcode: 091845



City Council Agenda Item

Agenda Item No.: e.1.

Date: March 27, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Regular Meeting - February 28, 2024

RECOMMENDED ACTION:

Motion to approve City Council meeting minutes for the regular meeting held on February 28, 2024.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

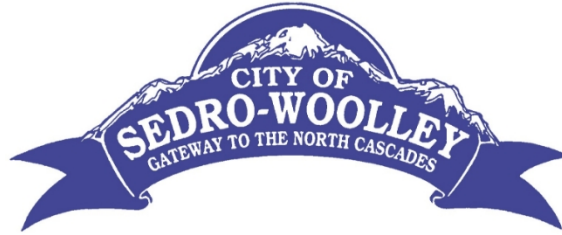
Minutes recorded for the Regular City Council Meeting held, February 28, 2024

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. 2-28-2024 Regular City Council minutes



Regular Meeting of the City Council
February 28, 2024 - 6:00 PM Hybrid Meeting

a. Call to Order

Mayor Julia Johnson called the meeting to order at 6:00 P.M.

b. Pledge of Allegiance

c. Roll Call

Present: Mayor Julia Johnson, Councilmembers JoEllen Kesti, Paul Cocke, Kevin Loy, Joe Burns, Sarah Diamond and Nick Lavacca. Councilmember Allan Henderson joined via zoom.

d. Approval of Agenda

Motion made by Councilmember Lavacca and seconded by Councilmember Cocke to approve the agenda. Motion carried (7-0).

e. Consent Agenda

Note: Items on the Consent Agenda 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 Agenda.

Councilmember Henderson made a request to pull items 7, 8 and 9 from the consent agenda. There was a brief discussion about items 7, 8 and 9, which then were included in the consent agenda.

Motion made by Councilmember Burns and seconded by Councilmember Cocke to approve the consent agenda items 1 through 11. Motion carried (7-0).

1. Check Register - Regular
2. Minutes - Joint City Council Study Session and Planning Commission Meeting - February 7, 2024
3. Minutes - Regular Meeting - February 14, 2024
4. Sole Source and Award for Sidewalk Trip Hazard Removal - Resolution 1135-24
5. Professional Service Agreement - PACE Engineers, Inc. - Update Comprehensive Plan Chapter 7.08 Sewer System

6. Agreement - Transportation Solutions, Inc. - Update Comprehensive Plan Chapter 3 Transportations Element
7. Memorandum of Understanding - AFSCME Bargaining Unit - Wastewater Collections Specialist II Position
8. Memorandum of Understanding - AFSCME Bargaining Unit - Regrading Lead and Vehicle Technical Mechanic Positions
9. Memorandum of Understanding - AFSCME Bargaining Unit - Social Media Specialty Pay
10. Grant Application Approval - TIB Complete Streets Early Opportunity
11. Information Technology Surplus Equipment - Resolution 1137-24

f. Introduction of Special Guests and Presentation

1. Puget Sound Energy Robert Knoll

Robert Knoll of Puget Sound Energy presented a PowerPoint and spoke about safety moments, storm preparedness and infrastructure readiness. He shared information on how the power gets restored, and spoke about safety and preparedness resources that are available at pse.com/storm.

2. Skagit County EMS Director Josh Pelonio

The Skagit County EMS Director, Josh Pelonio, presented a PowerPoint and spoke about the EMS levy renewal and what the EMS levy will fund, what it will cost and how the levy funds will be distributed. Skagit County EMS serves 1,731 miles and 132,000 residents across the county.

g. City Administrator Report

City Administrator Charlie Bush shared he would be joining Police Chief Dan McIlraith at the School Resource Officer meeting at the Central Skagit District Library. He shared House Bill 2296 with both houses and the legislature had passed, which means the city would have an extension to the end of the year to complete the comprehensive plan instead of the June deadline.

h. Councilmember and Mayor's Report

Councilmember Loy spoke about the skateboard challenge on August 17, 2024.

Councilmember Kesti shared concerns from constituents about speeding on N. Reed St.

Councilmember Diamond shared requests from constituents about a traffic watch on 7th and Jameson St and shared concerns about continued speeding on Ferry and State St. She also spoke about concerns from residents about high-density housing.

Councilmember Cocke gave an update on the Finance and Information Technology

Committee meeting.

Councilmember Burns spoke about the May 11, 2024, Swing at Diabetes Golf Tournament.

Councilmember Lavacca announced he was stepping away from the Finance and Information Technology Committee and stated Councilmember Burns would be stepping in. His hope is to pursue refinancing the council strategic fund and looking into the website to conduct what they originally set out to do in 2022.

Councilmember Lavacca shared concern about the safety of Northern State Park. He also spoke about the excitement of Olmstead Park.

Councilmember Henderson gave a big shout out to the Police Department.

Mayor Julia Johnson announced the City Council retreat is scheduled for Friday, March 15, 2024 and gave an update on a possible sister city in the Country of Georgia.

Mayor Julia Johnson mentioned the city received from Peace Health Community Health Council an approval of a \$200,000 grant for a Joint Mobile Integrated Health Program with the city of Burlington.

i. Proclamation(s)

j. Public Comments

Please keep comments to three minutes or less. Because State law prohibits the use of city facilities for the purpose of supporting or opposing a campaign or ballot proposition, we respectfully request that public comment not make reference to such matters.

Written comments will be accepted by letter or via email at finance@sedro-woolley.gov Attn: 'Public Comment.'

A public comment period was held.

k. Public Hearing(s)

l. Unfinished Business

m. New Business

1. Grant Contract - WA Department of Commerce - Comprehensive Plan Update

Interim Community Development Director Hiller West shared a brief update on the Washington Department of Commerce, Comprehensive Plan grant.

Motion to approve the Grant Contract - WA Department of Commerce - Comprehensive Plan Update.

Motion made by Councilmember Diamond and seconded by Councilmember Lavacca.
Motion carried (7-0).

2. Grant Contract - WA Department of Commerce - Climate Element

Interim Community Development Director Hiller West shared an update on the Washington Department of Commerce, Climate Element grant.

Motion to approve the Grant Contract - WA Department of Commerce - Climate Element.

Motion made by Councilmember Cocke and seconded by Councilmember Burns. Motion carried (6-1). Councilmember Lavacca opposed.

3. Adopting Updated Salary Grid - Community Development Director Position

City Administrator Charlie Bush provided an update on the adoption of an updated salary grid for the Community Development Director position.

Motion made to adopt the updated salary grid for the Community Development Director position, moving from grade 131 to 132.

Motion made by Councilmember Lavacca and seconded by Councilmember Loy. Motion carried (7-0).

4. Grant Application for Olmsted Park Playground and Sports Courts Project - Resolution 1138-24 - 1st Read

Maintenance Operations Supervisor Nathan Salseina presented the Grant Application for Olmstead Park Playground and Sports Court Project, Resolution 1138-24.

Motion to authorize Mayor Julia Johnson to sign the Grant Application for Olmstead Park Playground and Sports Courts Project, Resolution 1138-24.

Motion made by Councilmember Kesti and seconded by Councilmember Cocke. Motion carried (7-0).

5. Amendments to Title 13 Stormwater SWMC - Ordinance 2068-24 – 1st Read

Public Works Director Mark Freiburger shared information about the amendments to Title 13 Stormwater SWMC, Ordinance 2068-24.

No action was taken.

6. Amend Chapter 17.24 SWMC Minimum Commercial/Retail Floor Area in CBD - Ordinance 2067-24 - 1st Read

Planner Nicole McGowan shared information to amend Chapter 17.24 SWMC minimum commercial/retail floor area CBD, Ordinance 2067-24.

No action was taken.

7. Ratification and Confirmation - Public Works Emergency Declaration for Emergency WWTP SCADA System

Public Works Director Mark Freiburger requested action regarding the ratification and confirmation of the Public Works Emergency Declaration for Emergency Wastewater Treatment Plant SCADA System Repair. He shared with the City Council a correction to the Public Works Emergency Declaration being Seacom Common Cable Incorporation.

A motion to approve the ratification and confirmation of the Public Works Emergency Declaration for Emergency WWTP SCADA System.

Motion made by Councilmember Cocke and seconded by Councilmember Lavacca.
Motion carried (7-0).

n. Information Only Items

1. January 24, 2024 City Council Strategic Planning Committee Meeting Minutes

o. Executive Session

p. Adjournment

The meeting adjourned at 8:08 P.M.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.2.

Date: March 27, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Regular

RECOMMENDED ACTION:

Motion to approve check register, EFTs, and payroll as described.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Claims Checks #201731 through #201817, plus EFT's, Payroll Checks #61136 through #61142, plus EFT's.

FISCAL IMPACT, IF APPROPRIATE:

Claims Checks, plus EFT's totaling \$442,695.25, Payroll Checks, plus EFT's totaling \$284,150.94.

ATTACHMENTS:

1. 2024-03-27 Check Register

CHECK REGISTER

City Of Sedro-Woolley

Time: 07:14:20 Date: 03/19/2024

03/27/2024 To: 03/27/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2903	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	97.90	
					101 - 576 80 47 052 - Bingham Caretaker	97.90	
2904	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	338.31	
					001 - 522 50 47 000 - Public Utilities	338.31	
2905	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	468.35	
					412 - 537 80 47 000 - Public Utilities	468.35	
2906	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	17.76	
					401 - 535 80 47 000 - Public Utilities	17.76	
2907	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	480.18	
					103 - 542 63 47 000 - Public Utilities	480.18	
2908	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	100.54	
					101 - 576 80 47 050 - Hammer Square	100.54	
2909	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	459.17	
					101 - 576 80 47 020 - Senior Center	459.17	
2910	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	1,299.93	
					101 - 576 80 47 070 - City Hall	1,299.93	
2911	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	83.46	
					001 - 521 20 47 000 - Public Utilities	83.46	
2912	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	19.09	
					401 - 535 80 47 000 - Public Utilities	19.09	
2913	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	302.84	
					101 - 576 80 47 053 - Other Utilities	302.84	
2914	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	323.86	
					101 - 576 80 47 010 - Community Center	323.86	
2915	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	593.15	
					101 - 576 80 47 070 - City Hall	593.15	
2916	03/27/2024	Claims	2	EFT	Cascade Natural Gas Corp	572.16	
					401 - 535 80 47 000 - Public Utilities	572.16	
2917	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	83.10	
					101 - 576 80 47 053 - Other Utilities	83.10	
2918	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	186.10	
					001 - 522 50 47 000 - Public Utilities	186.10	
2919	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	83.10	
					001 - 522 50 47 000 - Public Utilities	83.10	
2920	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	74.92	
					001 - 522 50 47 000 - Public Utilities	74.92	
2921	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
					101 - 576 80 47 000 - Riverfront	41.22	
2922	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	61.52	
					102 - 536 20 47 000 - Public Utilities	61.52	
2923	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
					101 - 576 80 47 000 - Riverfront	41.22	
2924	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	293.06	
					101 - 576 80 47 000 - Riverfront	293.06	
2925	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	109.25	

CHECK REGISTER

City Of Sedro-Woolley

Time: 07:14:20 Date: 03/19/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 80 47 000 - Public Utilities			109.25	
2926	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	238.94	
			401 - 535 80 47 000 - Public Utilities			238.94	
2927	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	435.16	
			101 - 576 80 47 070 - City Hall			435.16	
2928	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	163.37	
			101 - 576 80 47 053 - Other Utilities			163.37	
2929	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	136.31	
			101 - 576 80 47 051 - Bingham / Memorial			136.31	
2930	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
			101 - 576 80 47 040 - Train			41.22	
2931	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	37.46	
			101 - 576 80 47 070 - City Hall			37.46	
2932	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	176.90	
			101 - 576 80 47 050 - Hammer Square			176.90	
2933	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
			401 - 535 80 47 000 - Public Utilities			41.22	
2934	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
			001 - 521 20 47 000 - Public Utilities			41.22	
2935	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	68.64	
			401 - 535 80 47 000 - Public Utilities			68.64	
2936	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	68.64	
			401 - 535 80 47 000 - Public Utilities			68.64	
2937	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	183.95	
			101 - 576 80 47 010 - Community Center			183.95	
2938	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	348.22	
			101 - 576 80 47 020 - Senior Center			348.22	
2939	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	229.46	
			101 - 576 80 47 000 - Riverfront			229.46	
2940	03/27/2024	Claims	2	EFT	Cnty of Skagit Public Utility	470.79	
			401 - 535 80 47 000 - Public Utilities			470.79	
2941	03/27/2024	Claims	2	EFT	FirstNET/AT&T Mobility	1,289.48	
			001 - 522 20 42 020 - Telephone			1,289.48	
2942	03/27/2024	Claims	2	EFT	Pitney Bowes	1,200.00	
			001 - 512 50 42 010 - Postage			202.04	
			001 - 514 23 42 010 - Postage			299.26	
			001 - 521 20 42 010 - Postage			209.39	
			001 - 522 20 42 010 - Postage			11.24	
			001 - 522 20 42 010 - Postage			20.98	
			001 - 524 20 42 000 - Postage			0.92	
			425 - 531 50 42 010 - Postage			16.74	
			401 - 535 80 42 015 - Postage			217.61	
			102 - 536 20 42 010 - Postage			4.65	
			412 - 537 80 42 010 - Postage			100.44	
			001 - 558 60 42 010 - Postage			112.78	
			001 - 595 10 42 000 - Postage			3.95	
2943	03/27/2024	Claims	2	EFT	US Bank -- Purchase Cards	14,285.42	
			631 - 389 90 01 631 - Unapplied Cash - Suspense			-6.51	
			631 - 389 90 01 631 - Unapplied Cash - Suspense			-370.83	

CHECK REGISTER

City Of Sedro-Woolley

Time: 07:14:20 Date: 03/19/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		631 - 389 90 01 631 - Unapplied Cash - Suspense				-221.37	
		631 - 389 90 01 631 - Unapplied Cash - Suspense				-203.37	
		001 - 512 50 42 010 - Postage				40.80	
		001 - 513 10 43 000 - Meals/Travel				18.00	
		001 - 513 10 43 000 - Meals/Travel				39.17	
		001 - 513 10 43 000 - Meals/Travel				168.14	
		001 - 513 10 43 000 - Meals/Travel				173.56	
		001 - 513 10 49 010 - Dues & Subscriptions				365.00	
		001 - 514 23 31 000 - Supplies				31.48	
		001 - 514 23 31 000 - Supplies				145.59	
		001 - 514 23 31 000 - Supplies				43.86	
		001 - 514 23 31 000 - Supplies				68.49	
		001 - 514 23 42 010 - Postage				68.00	
		001 - 514 23 43 001 - Meals/Travel - EMS Billing				-756.30	
		001 - 514 23 49 010 - Misc-Dues/Subscriptions				75.00	
		001 - 518 80 31 000 - Office/Operating Supplies				6.51	
		001 - 518 80 41 000 - Professional Services				156.28	
		001 - 518 80 41 000 - Professional Services				255.29	
		001 - 521 20 26 000 - Uniforms/Accessories				95.03	
		001 - 521 20 26 000 - Uniforms/Accessories				111.63	
		001 - 521 20 26 000 - Uniforms/Accessories				37.52	
		001 - 521 20 26 000 - Uniforms/Accessories				23.60	
		001 - 521 20 31 002 - Office/Operating Supplies				106.12	
		001 - 521 20 31 002 - Office/Operating Supplies				82.14	
		001 - 521 20 31 002 - Office/Operating Supplies				260.63	
		001 - 521 20 31 002 - Office/Operating Supplies				115.10	
		001 - 521 20 31 002 - Office/Operating Supplies				28.43	
		001 - 521 20 41 001 - Professional Services				17.94	
		001 - 521 20 41 001 - Professional Services				19.75	
		001 - 521 20 41 001 - Professional Services				504.00	
		001 - 521 20 41 001 - Professional Services				50.00	
		001 - 521 20 49 010 - Dues/Subscriptions				119.00	
		001 - 521 40 49 000 - Tuition/Registration				850.00	
		001 - 522 20 41 030 - Investigation				11.00	
		001 - 522 20 48 000 - Repairs/Maint-Equip				492.65	
		001 - 522 20 48 000 - Repairs/Maint-Equip				341.99	
		001 - 522 20 48 000 - Repairs/Maint-Equip				683.51	
		001 - 522 45 49 010 - Tuition/Registration				443.37	
		001 - 522 45 49 010 - Tuition/Registration				600.00	
		401 - 535 80 49 010 - Misc-Dues/Subscriptions				20.00	
		401 - 535 80 49 030 - Misc-Tuition/Registration				82.75	
		401 - 535 80 49 030 - Misc-Tuition/Registration				256.00	
		102 - 536 20 49 010 - Misc-Tuition/Registration				16.55	
		412 - 537 80 31 000 - Operating Supplies				91.07	
		412 - 537 80 31 000 - Operating Supplies				82.75	
		103 - 542 30 35 000 - Small Tools/Minor Equip				70.78	
		103 - 542 30 49 010 - Misc-Dues/Subscriptions				381.00	
		103 - 542 30 49 030 - Misc-Tuition/Registration				82.75	
		001 - 558 60 41 000 - Professional Services				100.00	
		001 - 558 60 41 010 - Advertising				864.00	
		001 - 558 60 41 010 - Advertising				984.00	
		001 - 558 60 42 010 - Postage				68.00	
		101 - 576 80 48 006 - Memorial Park				574.50	
		101 - 576 80 49 000 - Misc-Tuition/Registration				115.87	
		109 - 594 21 64 109 - Equipment				181.41	
		501 - 594 21 64 501 - Equip & Vehicles - Police				64.00	
		101 - 594 76 31 000 - Buildings & Structures				3,522.53	
		001 - 595 10 49 010 - Tuition/Registration				33.10	
2944	03/27/2024	Claims	2		EFT WA St Dept of Revenue	20,894.81	
		425 - 531 50 44 000 - Taxes & Assessments				1,374.45	
		401 - 535 80 44 010 - Taxes & Assessments				6,425.37	
		102 - 536 20 44 010 - Taxes And Assessments				97.40	
		106 - 536 30 44 010 - Taxes and Assessments				3.50	

CHECK REGISTER

City Of Sedro-Woolley

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 80 44 001 - Taxes & Assessments			12,181.24	
			101 - 576 80 44 010 - Taxes And Assessments			151.21	
			102 - 589 30 11 102 - DO NOT USE - Sales Tax Remitt			68.80	
			501 - 594 76 64 000 - Equip & Vehicles - Park			146.20	
			501 - 594 76 64 000 - Equip & Vehicles - Park			446.64	
2945	03/27/2024	Claims	2	201731	AWC - Employee Benefit Trust	3,100.56	
			001 - 521 20 27 000 - Retired Medical			3,100.56	
2946	03/27/2024	Claims	2	201732	Active 911, Inc.	923.97	
			001 - 522 20 41 000 - Professional Services			923.97	
2947	03/27/2024	Claims	2	201733	Amazon Capital Svcs, Inc	4,585.84	
			001 - 518 80 31 000 - Office/Operating Supplies			35.97	
			001 - 518 80 35 000 - Small Tools/Minor Equip			68.34	
			001 - 521 20 26 000 - Uniforms/Accessories			58.50	
			001 - 521 20 31 002 - Office/Operating Supplies			132.89	
			001 - 521 20 31 002 - Office/Operating Supplies			23.88	
			001 - 521 20 31 002 - Office/Operating Supplies			13.05	
			001 - 521 20 31 002 - Office/Operating Supplies			23.97	
			001 - 521 20 31 002 - Office/Operating Supplies			21.70	
			001 - 522 20 31 000 - Operating Supplies			-71.20	
			001 - 522 20 31 000 - Operating Supplies			-71.21	
			001 - 522 20 31 000 - Operating Supplies			50.94	
			001 - 522 20 31 000 - Operating Supplies			28.23	
			001 - 522 20 31 010 - Office Supplies			119.45	
			001 - 522 20 48 000 - Repairs/Maint-Equip			14.11	
			401 - 535 80 31 000 - Office Supplies			499.54	
			501 - 594 21 64 501 - Equip & Vehicles - Police			1,518.22	
			101 - 594 76 31 000 - Buildings & Structures			599.07	Folding Chairs for PW Ops, 2nd floor
			101 - 594 76 31 000 - Buildings & Structures			1,520.39	
2948	03/27/2024	Claims	2	201734	Aramark Uniform & Career Apparel Group	56.00	
			401 - 535 80 35 010 - Safety Equipment			28.00	
			401 - 535 80 49 000 - Laundry			14.20	
			102 - 536 20 49 030 - Misc-laundry			1.04	
			412 - 537 80 49 000 - Misc-Laundry			3.97	
			103 - 542 30 49 000 - Misc-Laundry			8.79	
2949	03/27/2024	Claims	2	201735	Berg Vault Company	616.35	
			425 - 531 50 31 000 - Operating Supplies			616.35	
2950	03/27/2024	Claims	2	201736	Budget Towing & Repair	1,066.24	
			001 - 521 20 41 001 - Professional Services			1,066.24	
2951	03/27/2024	Claims	2	201737	C.Hlth130, dba Cardinal Health 112 LLC	291.95	
			001 - 522 21 31 000 - Operating Supplies - Medical			156.30	
			001 - 522 21 31 000 - Operating Supplies - Medical			135.65	
2952	03/27/2024	Claims	2	201738	Carl's Towing	275.84	
			001 - 521 20 41 001 - Professional Services			275.84	
2953	03/27/2024	Claims	2	201739	Carletti Architects Ps	9,295.16	
			505 - 594 48 60 020 - Eng - PW Veh Storage Bldg			9,295.16	
2954	03/27/2024	Claims	2	201740	Cities Insurance Assoc	2,182.46	
			001 - 521 20 46 000 - Insurance			1,095.28	
			001 - 521 20 46 000 - Insurance			1,087.18	
2955	03/27/2024	Claims	2	201741	City of Anacortes	1,500.00	
			001 - 521 40 49 000 - Tuition/Registration			1,500.00	
2956	03/27/2024	Claims	2	201742	Clary Longview LLC	117,229.92	
			501 - 594 21 64 501 - Equip & Vehicles - Police			58,614.96	

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			501 - 594 21 64 501		- Equip & Vehicles - Police	58,614.96	
2957	03/27/2024	Claims	2	201743	Concentric, LLC	1,233.15	
			401 - 535 50 48 050		- Maint Of General Equip	1,233.15	
2958	03/27/2024	Claims	2	201744	Consumer Rental, LLC	421.71	
			001 - 558 60 49 001		- Miscellaneous	317.26	Skagit motel abatement
			101 - 576 80 45 001		- Equipment Rental	104.45	
2959	03/27/2024	Claims	2	201745	Cues, Inc,	606.54	
			401 - 535 50 48 010		- Maintenance Of Lines	606.54	
2960	03/27/2024	Claims	2	201746	DS Services of America, Inc.	14.68	
			103 - 542 30 31 000		- Operating Supplies	14.68	
2961	03/27/2024	Claims	2	201747	Daily Journal Of Commerce	176.90	
			425 - 531 50 41 000		- Professional Services	176.90	
2962	03/27/2024	Claims	2	201748	Databar, Inc	2,865.97	
			425 - 531 50 42 010		- Postage	114.64	
			401 - 535 80 42 015		- Postage	1,862.88	
			412 - 537 80 42 010		- Postage	888.45	
2963	03/27/2024	Claims	2	201749	Gregory Dixon	654.50	
			001 - 515 93 41 001		- Indigent Defense Conflict Cour	654.50	
2964	03/27/2024	Claims	2	201750	Donald Coggins	152.04	
			001 - 517 90 43 001		- Employee Recognition	141.18	
			001 - 521 20 31 002		- Office/Operating Supplies	10.86	
2965	03/27/2024	Claims	2	201751	E & E Lumber, Inc.	1,709.45	
			401 - 535 50 48 010		- Maintenance Of Lines	11.62	
			401 - 535 50 48 010		- Maintenance Of Lines	15.87	
			401 - 535 50 48 010		- Maintenance Of Lines	28.08	
			401 - 535 80 31 010		- Operating Supplies	41.26	
			102 - 536 20 35 000		- Small Tools/Minor Equip	60.79	
			103 - 542 30 31 000		- Operating Supplies	75.04	
			103 - 542 30 31 000		- Operating Supplies	17.65	
			103 - 542 30 31 000		- Operating Supplies	12.50	
			101 - 576 80 31 007		- Operating Sup - Library	62.52	
			101 - 576 80 48 001		- Riverfront	1,322.63	
			101 - 576 80 48 001		- Riverfront	48.99	
			101 - 576 80 48 016		- City Hall	12.50	
2966	03/27/2024	Claims	2	201752	Edge Analytical Inc	534.00	
			401 - 535 80 41 000		- Professional Services	257.00	
			401 - 535 80 41 000		- Professional Services	66.00	
			401 - 535 80 41 000		- Professional Services	211.00	
2967	03/27/2024	Claims	2	201753	Family Promise of Skagit Valley	4,261.88	
			117 - 551 00 00 117		- Affordable Housing	4,261.88	
2968	03/27/2024	Claims	2	201754	Fastenal Company	33.83	
			103 - 542 30 31 000		- Operating Supplies	33.83	
2969	03/27/2024	Claims	2	201755	GMP Consultants LLC	4,802.00	
			001 - 558 60 41 000		- Professional Services	4,802.00	
2970	03/27/2024	Claims	2	201756	Glen Gardner	380.10	
			001 - 521 20 41 001		- Professional Services	380.10	
2971	03/27/2024	Claims	2	201757	Glen Gardner	186.00	
			001 - 522 45 43 000		- Travel & Meals	186.00	
2972	03/27/2024	Claims	2	201758	HID Global Corporation	1,534.52	
			001 - 521 20 41 001		- Professional Services	1,534.52	

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2973	03/27/2024	Claims	2	201759	HSI Workpl Compliance Solns, Inc.	3,540.64	
					425 - 531 50 41 002 - Contracted Services	3,540.64	
2974	03/27/2024	Claims	2	201760	ICONIX Waterworks (US) Inc	2,700.64	
					401 - 535 50 48 010 - Maintenance Of Lines	2,700.64	
2975	03/27/2024	Claims	2	201761	Don Johnson	20.00	
					304 - 317 60 00 000 - Vehicle Fees	-20.00	
2976	03/27/2024	Claims	2	201762	Ralph and Consuelo Kennedy	100.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	100.00	
2977	03/27/2024	Claims	2	201763	L N Curtis & Sons	1,472.09	
					001 - 521 20 26 000 - Uniforms/Accessories	1,129.55	
					001 - 521 20 26 000 - Uniforms/Accessories	342.54	
2978	03/27/2024	Claims	2	201764	Lakeside Industries, Inc.	1,334.45	
					103 - 542 30 48 003 - Asphalt Materials	968.19	
					103 - 542 30 48 003 - Asphalt Materials	366.26	
2979	03/27/2024	Claims	2	201765	The Language Exchange, Inc	1,522.50	
					001 - 512 50 41 040 - Language Interpreter	1,522.50	
2980	03/27/2024	Claims	2	201766	Lauts Inc dba Lautenbach Industries	3,376.10	
					412 - 537 60 47 015 - Construction Demolition Land	1,423.58	CDL: BYK Bucko and Janicki Chicken Farm
					412 - 537 60 47 015 - Construction Demolition Land	1,705.54	CDL - Janicki Chkn Farm, BYK Trail, Hotel Trail
					412 - 537 60 47 015 - Construction Demolition Land	246.98	CDL BYK Parkland
2981	03/27/2024	Claims	2	201767	Lenz Enterprises, Inc	375.28	
					412 - 537 60 47 021 - Curbside Yard Waste Disposal	375.28	
2982	03/27/2024	Claims	2	201768	Life Assist Inc.	524.54	
					001 - 522 21 31 000 - Operating Supplies - Medical	524.54	
2983	03/27/2024	Claims	2	201769	Louis Auto Glass, Inc.	576.51	
					001 - 521 20 48 010 - Repair & Maint - Auto	576.51	
2984	03/27/2024	Claims	2	201770	Derick Lowe	150.00	
					001 - 521 20 26 000 - Uniforms/Accessories	150.00	
2985	03/27/2024	Claims	2	201771	Lyndon C. Lee	3,813.23	
					001 - 558 60 41 001 - Professional Svcs-Reimb	3,813.23	
2986	03/27/2024	Claims	2	201772	McLoughlin & Eardley Corp	449.74	
					501 - 594 21 64 501 - Equip & Vehicles - Police	224.87	
					501 - 594 21 64 501 - Equip & Vehicles - Police	224.87	
2987	03/27/2024	Claims	2	201773	Miller, Della M	100.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	100.00	
2988	03/27/2024	Claims	2	201774	Mountain Law, PLLC	7,916.00	
					001 - 515 93 41 000 - Indigent Defender	7,916.00	
2989	03/27/2024	Claims	2	201775	Municipal Emergency Services Inc	1,096.51	
					001 - 522 20 48 000 - Repairs/Maint-Equip	1,096.51	
2990	03/27/2024	Claims	2	201776	Walter E Nelson Co. of N. WA	1,571.70	
					101 - 576 80 31 006 - Operating Sup - City Hall	8.15	
					101 - 576 80 31 006 - Operating Sup - City Hall	1,514.57	New floor scrubbing machine
					101 - 576 80 48 006 - Memorial Park	48.98	
2991	03/27/2024	Claims	2	201777	Northwest Propane LLC	33.03	
					412 - 537 60 47 011 - Site Recycling Disposal	33.03	Propane

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2992	03/27/2024	Claims	2	201778	PB Parent Holdco, LP dba	838.38	
					101 - 576 80 48 004 - Community Center	408.87	
					101 - 576 80 48 005 - Senior Center	429.51	
2993	03/27/2024	Claims	2	201779	Pacific Landscape Architecture LLC	3,179.46	
					101 - 594 76 63 025 - Olmsted Park	3,179.46	
2994	03/27/2024	Claims	2	201780	Parker Corporate Svcs, Inc.	156.00	
					101 - 576 80 41 000 - Professional Services	156.00	
2995	03/27/2024	Claims	2	201781	QCC Quality Controls Corp.	3,258.00	
					401 - 535 80 41 000 - Professional Services	3,258.00	
2996	03/27/2024	Claims	2	201782	Red's Mobile 24-Hour Truck & Equip Repai	682.27	
					412 - 537 50 48 000 - Repairs/maint-equip	682.27	Unit 523
2997	03/27/2024	Claims	2	201783	Reichhardt & Ebe	15,513.16	
					104 - 595 10 63 080 - Eng-Jones/John Liner/Trail	304.78	
					104 - 595 10 63 081 - Eng - John Line Rd. Bike/Ped	2,398.20	
					104 - 595 10 63 083 - Eng-SR 9-John Liner-McGarigle	12,810.18	
2998	03/27/2024	Claims	2	201784	Rick's Refrigeration Inc	1,512.00	
					412 - 537 60 47 011 - Site Recycling Disposal	1,512.00	Billed to skagit motel
2999	03/27/2024	Claims	2	201785	Ricoh USA, Inc	448.29	
					001 - 514 23 45 000 - Operating Rentals/Leases	101.96	
					401 - 535 80 31 000 - Office Supplies	89.01	
					001 - 558 60 49 040 - Misc - Dept. Split	257.32	
3000	03/27/2024	Claims	2	201786	Ricoh USA, Inc	231.08	
					001 - 514 23 45 000 - Operating Rentals/Leases	231.08	
3001	03/27/2024	Claims	2	201787	Solid Waste Syst Inc dba SWS Equipment	1,732.68	
					412 - 537 50 48 000 - Repairs/maint-equip	1,732.68	Unit 520
3002	03/27/2024	Claims	2	201788	San Diego Police Equip Co. Inc.	1,240.21	
					001 - 521 20 31 015 - Ammunition	1,240.21	
3003	03/27/2024	Claims	2	201789	Saran, Ronald & E. Janette	100.00	
					101 - 582 10 02 101 - Senior Center Deposit Refund	100.00	
3004	03/27/2024	Claims	2	201790	Sedro-Woolley Auto Parts Inc	650.60	
					001 - 521 20 31 002 - Office/Operating Supplies	15.18	
					001 - 522 20 48 000 - Repairs/Maint-Equip	26.30	
					412 - 537 80 31 000 - Operating Supplies	43.10	
					103 - 542 30 31 000 - Operating Supplies	12.47	
					103 - 542 30 31 000 - Operating Supplies	154.33	
					103 - 542 30 35 000 - Small Tools/Minor Equip	195.48	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	13.99	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	4.34	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	157.45	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	3.34	
					101 - 576 80 48 021 - Equipment	24.62	Unit 103
3005	03/27/2024	Claims	2	201791	Semrau Engineering & Surveying	1,339.00	
					104 - 595 10 63 077 - Eng-SR20 Cascade Trail Phase 2	1,339.00	
3006	03/27/2024	Claims	2	201792	Katherine Shelman	211.21	
					001 - 342 60 00 000 - Fire Transport Fees	-211.21	
3007	03/27/2024	Claims	2	201793	Sirchie Acquisition Co LLC	281.83	

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			001 - 521 20 31 002		Office/Operating Supplies	281.83	
3008	03/27/2024	Claims	2	201794	Skagit Cnty Dist. Probation	7,150.00	
			001 - 512 50 41 020		Municipal Court Prob.	5,200.00	
			001 - 512 50 41 030		Community Court Agreement	1,950.00	
3009	03/27/2024	Claims	2	201795	Skagit Cnty Public Works	68,807.08	
			412 - 537 60 47 000		Solid Waste Disposal	68,807.08	
3010	03/27/2024	Claims	2	201796	Skagit Cnty Treasurer	206.50	
			425 - 531 50 44 000		Taxes & Assessments	10.00	
			425 - 531 50 44 000		Taxes & Assessments	10.00	
			401 - 535 80 44 010		Taxes & Assessments	23.50	
			401 - 535 80 44 010		Taxes & Assessments	10.00	
			102 - 536 20 44 010		Taxes And Assessments	10.00	
			102 - 536 20 44 010		Taxes And Assessments	113.00	
			102 - 536 20 44 010		Taxes And Assessments	10.00	
			103 - 542 65 44 000		Taxes & Assessments	5.00	
			103 - 542 65 44 000		Taxes & Assessments	5.00	
			103 - 542 65 44 000		Taxes & Assessments	10.00	
3011	03/27/2024	Claims	2	201797	Skagit Cnty Treasurer	70,281.31	
			114 - 523 60 41 022		Jail Sales Tax Pass Through 2/10	70,242.48	
			635 - 589 30 05 635		County Crime Victim Witness P	38.83	
3012	03/27/2024	Claims	2	201798	Skagit Conservation District	829.44	
			425 - 531 50 41 002		Contracted Services	829.44	
3013	03/27/2024	Claims	2	201799	PNG Media LLC, dba Skagit Publishing	624.08	
			425 - 531 50 41 000		Professional Services	333.56	
			001 - 558 60 41 011		Advertising Reimbuseable	290.52	
3014	03/27/2024	Claims	2	201800	Skagit Regional Health	514.00	
			412 - 537 80 31 000		Operating Supplies	294.00	
			103 - 542 30 49 040		CDL Endorcement Fees	220.00	
3015	03/27/2024	Claims	2	201801	Smarsh Inc.	467.13	
			001 - 518 80 41 000		Professional Services	467.13	
3016	03/27/2024	Claims	2	201802	Staples, Inc.	313.90	
			401 - 535 80 31 000		Office Supplies	119.86	
			401 - 535 80 31 000		Office Supplies	82.88	
			401 - 535 80 31 000		Office Supplies	111.16	
3017	03/27/2024	Claims	2	201803	Stiles & Lehr Law Inc., PS	4,312.25	
			001 - 512 50 41 010		Municipal Court Judge	4,312.25	
3018	03/27/2024	Claims	2	201804	Superhawk Truck Accessories	357.29	
			001 - 522 20 48 000		Repairs/Maint-Equip	357.29	
3019	03/27/2024	Claims	2	201805	Systems Design West, LLC	3,568.05	
			001 - 522 21 41 000		EMS Professional Services-Sys I	3,568.05	
3020	03/27/2024	Claims	2	201806	TK Elevator Corporation	1,200.32	
			101 - 576 80 48 016		City Hall	1,200.32	
3021	03/27/2024	Claims	2	201807	Transportation Solutions, Inc.	833.92	
			104 - 595 30 63 076		Const-SR20/SR9-Township Int I	833.92	
3022	03/27/2024	Claims	2	201808	Uline, Inc.	237.41	
			101 - 576 80 31 006		Operating Sup - City Hall	237.41	
3023	03/27/2024	Claims	2	201809	UniFirst Corp.	665.37	
			001 - 522 20 26 000		Uniforms	334.75	
			001 - 522 20 26 000		Uniforms	330.62	

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3024	03/27/2024	Claims	2	201810	Util Underground Loc Ctr	80.07	
					401 - 535 80 31 000 - Office Supplies	80.07	
3025	03/27/2024	Claims	2	201811	WA St Criminal Justice	500.00	
					001 - 521 40 49 000 - Tuition/Registration	500.00	
3026	03/27/2024	Claims	2	201812	WA St Dept of Ecology	3,214.51	
					401 - 535 80 35 020 - Solids Handling	3,214.51	
3027	03/27/2024	Claims	2	201813	WA St Off-Minority & Women's Business	707.80	
					001 - 595 10 49 000 - Dues/Memberships	707.80	
3028	03/27/2024	Claims	2	201814	WA St Patrol	64.00	
					001 - 521 20 41 040 - Intergov Svc-Gun Permits	11.00	
					001 - 521 20 41 040 - Intergov Svc-Gun Permits	53.00	
3029	03/27/2024	Claims	2	201815	Whatcom Electric Co. Inc.	248.24	
					001 - 522 20 48 000 - Repairs/Maint-Equip	325.24	
					412 - 537 60 47 011 - Site Recycling Disposal	-69.00	Batteriers
					412 - 537 60 47 011 - Site Recycling Disposal	-8.00	Batteries
3030	03/27/2024	Claims	2	201816	Woods Acquisition Corp	39.03	
					401 - 535 50 48 010 - Maintenance Of Lines	39.03	
3031	03/27/2024	Claims	2	201817	World Kinect Energy Services, dba	8,253.46	
					001 - 521 20 32 000 - Auto Fuel	2,753.10	
					425 - 531 50 32 000 - Vehicle Fuel	105.97	
					425 - 531 50 32 000 - Vehicle Fuel	93.67	
					425 - 531 50 32 000 - Vehicle Fuel	167.42	
					412 - 537 80 32 000 - Auto Fuel/Diesel	2,214.49	
					412 - 537 80 32 000 - Auto Fuel/Diesel	2,025.34	
					103 - 542 30 32 000 - Auto Fuel/Diesel	98.43	
					103 - 542 30 32 000 - Auto Fuel/Diesel	78.88	
					103 - 542 30 32 000 - Auto Fuel/Diesel	389.93	
					101 - 576 80 32 000 - Auto Fuel/Diesel	287.74	
					101 - 576 80 32 000 - Auto Fuel/Diesel	38.49	
					001 Current Expense Fund	69,311.81	
					101 Parks & Facilities Fund	21,256.82	
					102 Cemetery Fund	443.75	
					103 Street Fund	3,860.29	
					104 Arterial Street Fund	17,686.08	
					106 Cemetery Endowment Fund	3.50	
					109 Special Investigation Fund	181.41	
					114 Law Enforcement Sales Tax	70,242.48	
					117 Housing and Related Services	4,261.88	
					304 Transportation Benefit District	20.00	
					401 Sewer Operations Fund	23,102.77	
					412 Solid Waste Operations Fund	94,943.89	
					425 Stormwater Operations	7,389.78	
					501 Equipment Replacement Fund	119,854.72	
					505 Public Works Facility Fund	9,295.16	
					631 Suspense Fund	802.08	
					635 Custodial Fund	38.83	
						442,695.25	
							Claims: 442,695.25
					* Transaction Has Mixed Revenue And Expense Accounts	442,695.25	

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CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sedro Woolley, and that I am authorized to authenticate and certify to said claim.

_____ Finance Director	_____ Date
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_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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City Council Agenda Item

Agenda Item No.: e.3.

Date: March 27, 2024

From: Mark Freiburger, Director of Public Works

Subject: Sole Source for WWTP for RAS Pump Cornell Pump Impellers - Resolution No. 1142-24

RECOMMENDED ACTION:

Authorize Mayor Johnson to sign Resolution 1142-24 waiving competitive bidding requirements for the purchase of replacement parts for the WWTP RAS Pumps as provided by Cornell Pump Company of Clackamas, OR through their distributor PumpTech LLC of Bellevue, WA.

Authorize Mayor Johnson to sign Purchase Order No. 2024-PO-06 with PumpTech LLC of Bellevue, WA in the amount of \$19,407.38 including sales tax.

ISSUE:

Should the Council authorize Mayor Johnson to sign Resolution 1142-24 waiving competitive bidding requirements for the purchase of replacement parts for the WWTP RAS Pumps as provided by Cornell Pump Company of Clackamas, OR through their distributor PumpTech LLC of Bellevue, WA?

Should the Council authorize Mayor Johnson to sign Purchase Order No. 2024-PO-06 with PumpTech LLC of Bellevue, WA in the amount of \$19,407.38 including sales tax?

BACKGROUND/SUMMARY INFORMATION:

The Wastewater Treatment Plant system includes three Return Activated Sludge (RAS) pumps installed with the 1998 upgrade as manufactured by Cornell Pump Company of Clackamas, OR. The current pumps include impellers that are worn and in need of replacement. The only source for replacement impellers for this equipment is PumpTech LLC of Bellevue, WA, the authorized distributor for Cornell.

The proposed Sole Source resolution authorizes this purchase. Also attached is Purchase Order 2024-PO-06 to PumpTech LLC of Bellevue, WA in the amount of \$19,407.38 including sales tax ordering the required equipment.

FISCAL IMPACT, IF APPROPRIATE:

The 2024 Budget for Fund 401 includes Springbrook code 594.35.64.401 Machinery Equipment budgeted at \$230,000. This line item includes \$20,000 for pump upgrades, of which \$0 has been expended to date in 2024.

ATTACHMENTS:

1. Res 1142-24 Sole Source Cornell RAS Pump Impellers
2. 2024-PO-06 PumpTech RAS Pump Impellers
3. 2023-1-6 PumpTech Cornell Impellers Quote 0165082-C
4. 2023-1-1 Cornell Pump Co. Sole Source Statement

Resolution No. 1142-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR THE PURCHASE OF REPLACEMENT PARTS FOR WASTEWATER TREATMENT PLANT (WWTP) RETURN ACTIVATED SLUDGE (RAS) PUMPS AS PROVIDED BY CORNELL PUMP CO., FOR THE PURPOSE OF REPLACING FAILED AND FAILING EQUIPMENT AT THE WASTEWATER TREATMENT PLANT.

WHEREAS, in Smith v. Seattle, 192 Wn.2d 64, 72 P.2d 588 (1937), the Washington Supreme Court held that cities have the right to specify a particular brand of article for purchase by public contract, even where such article is held in a monopoly by a single supplier; and

WHEREAS, the Sedro-Woolley Wastewater Treatment Division has requested that the City Council ratify the purchase of replacement parts to rehabilitate the three RAS Pumps with new impellers as provided by Cornell Pump Co. at the Wastewater Treatment Plant; and

WHEREAS, the existing RAS Pumps have been in operation since the last WWTP upgrade in 1998, and the impellers on these pumps are beyond their useful life and are in danger of failure due to parts wear, such parts as are provided by the original manufacturer Cornell Pump Co., and require rehabilitation, and

WHEREAS there is only one source of supply for the replacement parts for this equipment, from Cornell Pump Co. of Clackamas, OR; and

WHEREAS, RCW 35.23.352(9), as amended by chapter 120, laws of 1987, authorizes the City Council to waive competitive bidding requirements for purchasing when the purchase is clearly and legitimately limited to a single source of supply in the near vicinity

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

Section 1. Based upon the preceding legislative findings, the City Council hereby declares that the purchase of the replacement parts for the WWTP RAS pumps is clearly and legitimately limited to a single source of supply and that the sole source of supply is Cornell Pump Co. of Clackamas, OR, whose west coast representative is PumpTech LLC of Bellevue, WA.

Section 2. Based upon the preceding legislative findings, the competitive bidding requirements for the City of Sedro-Woolley are hereby waived and the Sedro-Woolley Wastewater Department is authorized to purchase replacement parts for the three RAS Pumps as provided by Cornell Pump Co.

Section 3. This resolution shall take effect immediately upon passage.

RESOLVED this 27th day of March 2024 and signed in authentication of its passage this 28th day of March 2024.

MAYOR

ATTEST:

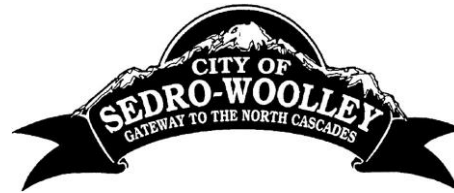
FINANCE DIRECTOR

APPROVED AS TO FORM:

CITY ATTORNEY

City of Sedro-Woolley

325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771 Fax (360) 855-0707



The following number must appear on all related correspondence, shipping papers, and invoices:

PURCHASE ORDER

P.O. NUMBER: 2024-PO-06

VENDOR:

Kirk Jackson / Kenny Sluis
PumpTech LLC
125020 SE 32nd Street, STE 2
Bellevue, WA 98005
Tel: 425-644-8501
Email: kjackson@pumptechnw.com
Tel: 425-644-8501

SHIP TO:

City of Sedro-Woolley
401 Alexander Street
Sedro-Woolley, WA 98284
Tel: (360) 856-1100
Email: rkennedy@sedro-woolley.wa.us
Tel: 360-856-1100

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
03/28/2024	Ralph Kennedy		Sedro-Woolley, WA	NET 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		Cornell Impellers Per Quote No. 0165082-C, dated 1/6/2022. (Attached for Reference)	17,308.00	\$17,308.00
			SUBTOTAL	\$4,039.40
			DISCOUNT	N/A
			ESTIMATED SHIPPING & HANDLING	TBD
			.086 SALES TAX	\$1,488.49
			OTHER	N/A
			TOTAL	\$19,407.38

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:

Accounts Payable
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661 Fax (360) 855-0707
Email: ap@ci.sedro-woolley.wa.us

594.35.64.401.401 Machinery & Equip \$19,407.38

Authorized by

Date



Sales Quotation

TO: Casey Sousa Sedro Woolley, City of Attn: Accounts Payable 325 Metcalf St ***EMAIL***** ap@ci.sedro-woolley.wa.us Sedro Woolley, WA 98284 Phone: 360-391-7490	Salesperson: Kirk Jackson / Kenny Sluis Lead Time: 17 weeks FOB: FOB ORIGIN - PPA Ship Via: BEST WAY Project Name: Cornell Impellers	Quote #: 0165082-C Date: 1/6/2022 Expires: 8/18/2023
--	---	---

Item		Price	Qty	Extend
D3110-3-CI-R	D3110-3-CI-R, IMPELLER 6NH-3-6R 12.06" for S/N 107547 and 107548	4239.00	2.00	8,478.00
D3110-3-CI-L	D3110-3-CI-L, IMPELLER 6NH-3-6L 12.06" for S/N 10726	4291.00	1.00	4,291.00
A17258V-40	Mechanical Seal 2501S RP	834.00	3.00	2,502.00
A11241-15-SS	SLV 2.50 x 2.12 x 3.75, Shaft Sleeve	518.00	3.00	1,554.00
A15250Q-59-EB	O-ring 2.12 x 2.31 x 0.09 THK (2-138) Shaft Sleeve O-ring	34.00	3.00	102.00
A659M-197-GA	Volute Gasket	28.00	3.00	84.00
A4918-13-ST	Impeller Washer, 0.66 x 2.12 x 0.62	47.00	3.00	141.00
A14377-12-SD	Lockscrew 0.62NC x 2.25 SOC 18-8	52.00	3.00	156.00
	D3110-3-CI-R Lead time is 17 Weeks D3110-3-CI-L Lead time is 11 Weeks			

NOTICE: ONGOING GLOBAL AND DOMESTIC SUPPLY INSTABILITIES

Due to the global supply chain disruptions, and material shortages, PumpTech, LLC is unable to guarantee any current or previously quoted lead times. We always work vigorously to fulfill all orders as quickly as possible. Due to the continuous and ongoing global freight and material price increases, we are strictly following our Quotation Validity Time of 30 days from the date of the quote. We are doing our best to contain both costs and shipment dates.

Estimated lead times are subject to prior sale, availability and current shop loads. Lead times will be determined, per order, at the time of receipt of order acknowledgment from our suppliers. Once we have received acknowledgment, we will alert you to the current lead time. Where applicable, lead times will not begin until: internal engineering review and approval, 100% signed off approved submittals, and signed off drawings and/or contract approval. Freight is not included in this quote, unless specifically stated. PumpTech, LLC will not accept any penalties or LD's for any delays caused by COVID-19, material shortages, supply chain issues, or transportation delays.

The above order is subject to PumpTech, LLC's standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

Signed: _____

Name: _____ Title: _____

SubTotal	17,308.00
Freight:	0.00
Sales Tax:	1,488.49
Total - Check/Cash:	18,796.49
Total - Card:	19,407.38



FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgment by PUMPTTECH, LLC, comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTTECH, LLC (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTTECH, LLC's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTTECH, LLC communicates to Purchaser via PUMPTTECH, LLC's acknowledgement, in writing. PUMPTTECH, LLC's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTTECH, LLC, whether or not they would materially alter the Agreement, and PUMPTTECH, LLC hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTTECH, LLC prior to Quotation and referenced in the Quotation.

CREDIT APPROVAL AND PAYMENT TERMS: Credit approval is required by PUMPTTECH, LLC prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTTECH, LLC's payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTTECH, LLC may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTTECH, LLC's "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTTECH, LLC's facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTTECH, LLC chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

CHANGE ORDERS: Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTTECH, LLC in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTTECH, LLC has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTTECH, LLC, PUMPTTECH, LLC, at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTTECH, LLC elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTTECH, LLC pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(ii), Purchaser shall pay PUMPTTECH, LLC for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

SHIPMENT: Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTTECH, LLC shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTTECH, LLC are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTTECH, LLC receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTTECH, LLC's sole obligation shall be, at PUMPTTECH INC.'s option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTTECH, LLC shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTTECH, LLC's shop in Bellevue, Washington or to such location as PUMPTTECH, LLC may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTTECH, LLC in such a state that PUMPTTECH, LLC may inspect the item immediately upon PUMPTTECH, LLC's receipt thereof. If found to be defective, PUMPTTECH, LLC will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECTED TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLIGENCE, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

LIMITATION OF LIABILITY: PUMPTTECH, LLC's liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim. PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTTECH, LLC BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND. INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTTECH, LLC and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTTECH, LLC's services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTTECH, LLC and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Washington.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

FINAL AGREEMENT: This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.

(Purchaser's signature)

Printed Name & Title

(Date)



Cornell Pump Co.
16261 SE 130th Ave.
Clackamas, OR 97015 USA
Phone: (503) 653-0330
Fax: (503) 653-0338

January 1, 2023

To whom it concern,

Please be advised that Cornell Pump Company has appointed Pumpteck, LLC. as the solely authorized representative for the sale of new and replacement pumps and parts for the governmental / municipal markets in the states of Oregon and Washington.

Cornell pump cannot guarantee any products offered by other companies than Pumpteck, LLC. are exact replacement pumps or parts and will not warrant non-Cornell manufactured product.

All inquiries for federal, state, or local municipal applications for pumps and parts should be forwarded to:

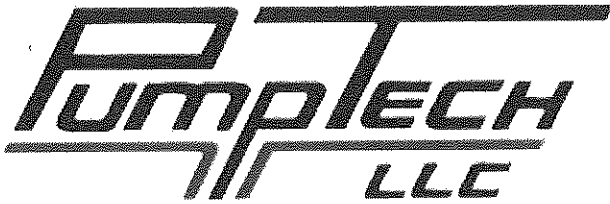
PumpTech LLC	PumpTech LLC
321 S Sequoia Pkwy.	12020 SE 32 nd Street Suite #2
Canby, OR 97013	Bellevue, WA 98005

If you have any questions, please feel free to call.

Thank You,

Municipal Markets Manager
Cornell Pump Company

Tel: 503-887-3104
raceto@cornellpump.com



PumpTech, LLC
12020 SE 32ND Street Suite 2
Bellevue, WA 98005
Phone: 425-644-8501
Fax: 425-562-9213
kjackson@pumptechnw.com

Page: 1

Sales Quotation

TO:
Casey Sousa
Sedro Woolley, City of
Attn: Accounts Payable
325 Metcalf St ***EMAIL*****
ap@ci.sedro-woolley.wa.us
Sedro Woolley, WA 98284
Phone: 360-391-7490

Salesperson: Kirk Jackson / Kenny Sluis
Lead Time: 17 weeks
FOB: FOB ORIGIN - PPA
Ship Via: BEST WAY
Project Name: Cornell Impellers

Quote #: 0165082-C
Date: 1/6/2022
Expires: 8/18/2023

Item		Price	Qty	Extend
D3110-3-CI-R	D3110-3-CI-R, IMPELLER 6NH-3-6R 12.06" for S/N 107547 and 107548	4239.00	2.00	8,478.00
D3110-3-CI-L	D3110-3-CI-L, IMPELLER 6NH-3-6L 12.06" for S/N 10726	4291.00	1.00	4,291.00
A17258V-40	Mechanical Seal 2501S RP	834.00	3.00	2,502.00
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A659M-197-GA	Volute Gasket	28.00	3.00	84.00
A4918-13-ST	Impeller Washer, 0.66 x 2.12 x 0.62	47.00	3.00	141.00
A14377-12-SD	Lockscrew 0.62NC x 2.25 SOC 18-8	52.00	3.00	156.00
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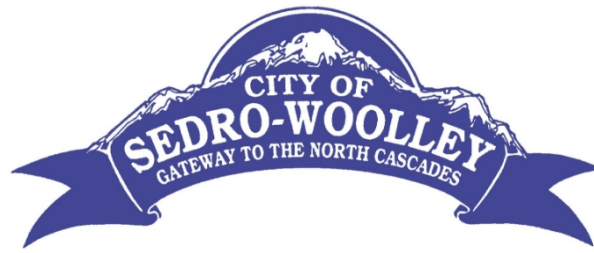
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By signature below, I accept this offering:

Signed: _____

Name: _____ Title: _____

SubTotal	17,308.00
Freight:	0.00
Sales Tax:	1,488.49
Total - Check/Cash:	18,796.49
Total - Card:	19,407.38



City Council Agenda Item

Agenda Item No.: e.4.

Date: March 27, 2024

From: Charlie Bush, City Administrator

Subject: First Amendment to Community Development Grant - Sedro-Woolley Museum

RECOMMENDED ACTION:

I move to approve the First Amendment to the Community Development Grant with the Sedro-Woolley Museum

ISSUE:

Should the City Council allow the Sedro-Woolley Museum to spend some of their funding in a different way than originally approved?

BACKGROUND/SUMMARY INFORMATION:

The Sedro-Woolley Museum contacted City staff on March 19th with a request to reallocate grant funds from two bunk house projects (new windows and a new door). Funds would instead go to skirting around a small steam donkey, to provide additional safety to the equipment, and to landscape plantings for window boxes in front of the building. The Museum is re-evaluating the bunk house's future and does not desire to invest in it at this time. The new expenses are anticipated to be slightly less than the original expenses. All previously executed contract materials, and a contract amendment requiring City Council approval for this change to occur, are attached. Here is a detailed breakdown of what is included in the contract amendment:

The following tasks related to the bunk house will be removed:

- Replacement of the door with a new 6-panel door (\$300)
- Replacement of three broken windows (\$750)

Replacing these tasks under the original grant total of \$5,000 will be:

- Place skirting around the small steam donkey to provide additional safety to the equipment (\$500)
- Purchase landscape plantings for window boxes in front of the building (\$500)

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. Museum_CDGP_GrantFundingAgreement_2023
2. First Amendment to Sedro Woolley Museum CDG 2023

CITY OF SEDRO-WOOLLEY COMMUNITY DEVELOPMENT GRANT AGREEMENT

This agreement is made effective as of November 3, 2023 by and between the City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA, a municipal corporation of the State of Washington and the Sedro-Woolley Museum, a corporation of the State of Washington.

In this Agreement, the party who is contracting to receive services shall be referred to as "The City", and the party who will be providing the services shall be referred to as "The Organization."

The City of Sedro-Woolley entered into an agreement with the United States Department of Treasury titled U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund, ALN 21.027, referred to as the American Rescue Plan Act (ARPA). The City considers The Organization a contractor, not a subrecipient.

The City desires to have beautification services provided by The Organization through the completion of a community development grant project by The Organization. The City Council established the Community Development Grant Program through Resolution 1117-23 (Attachment D).

Community development grant funding (Grant Program Scope of Work, Attachment A) provided by The City, through the American Rescue Plan Act (ARPA), will assist in helping to beautify Sedro-Woolley through the visible improvement activities of business and nonprofit recipients, stimulating additional investment that improves the economy of Sedro-Woolley.

The Organization must have a visible physical presence in the community where improvements will be made, have applied through the City's Community Development Grant Program (The Organization's Grant Application, Attachment B) to complete a project that will help beautify The City, and met all the standards for funding (The Organization's Review Sheet, Attachment C).

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** In consideration of the payment of the funds identified in Paragraph Four of this agreement, The Organization will provide the following services (collectively the "Services"):

See Attachment B. The Organization's Grant Application

When the funds have been expended, The Organization will submit to The City a written report and invoice within 30 days detailing the expenditures. In the case of a total project exceeding \$20,000 in grant funds and matching funds combined, The Organization may furnish The City a report once the overall project is at 50% completion and receive reimbursement for the grant eligible portion of the project.

2. **PERFORMANCE OF SERVICES.** The manner in which the services are to be performed should be in a timely manner and to a good standard, and shall be determined by The Organization, consistent with The Organization's grant application (Attachment B).
3. **EQUAL OPPORTUNITY.** In selecting vendors, The Organization shall not discriminate against anyone on the basis of sex, race, religion, national origin or any other protected class.
4. **PAYMENT.** The City will pay The Organization \$5,000 for services provided by Organization. This fee shall be payable in a lump sum on a reimbursement basis after completion of services performed in accordance with this agreement, with the exception of projects over a total of \$20,000 listed in section 1. Total funds paid by The City will not exceed \$10,000 for a business or \$5,000 for a nonprofit.
5. **TERMINATION.** This Agreement shall terminate automatically on December 31, 2024.
6. **REQUIRED PERMITS.** The Organization will acquire any permits required to do the work planned in their application.
7. **SUSPENSION AND DEBARMENT.** By signing this agreement, The Organization certifies that it is not federally suspended or debarred, recognizing that federal suspension or debarment will make The Organization ineligible to receive funding from The City.
8. **RELATIONSHIP OF PARTIES.** The parties understand that The Organization is an independent contractor with respect to The City.
9. **INDEMNIFICATION.** To the maximum extent permitted by law the Grantee shall indemnify and hold harmless the City, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the Project. In addition, the Contractor shall assume the defense of the City, its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to the Project and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs

incurred by the City on account of such litigation or claims. The above indemnification obligations shall include, but are not limited to, all claims against the City and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the City and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the City or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the terms "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

10. **INSURANCE.** By requiring the minimum insurance coverage set forth in this Section 10, the City shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition.

11. **ASSIGNMENT.** The Organization's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

City:

Kelly Kohnken
City Clerk/Finance Director
CITY OF SEDRO-WOOLLEY
325 Metcalf Street
Sedro-Woolley, 98284
360-855-1661

Organization:

Cheryl Brue, Treasurer
Sedro-Woolley Museum
725 Murdock Street
Sedro-Woolley, WA 98284
360-855-2390

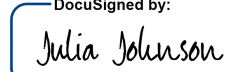
Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
14. COMPLIANCE WITH PUBLIC RECORDS LAW. The Organization understands that, except for disclosures prohibited in this contract, The City must disclose to the public upon request any records it receives from The Organization. The Organization further understands that any records obtained or generated by Organization under this contract, except for records that are confidential under this contract, may, under certain circumstances, be open to the public upon request under the Washington Public Records Act, RCW 42.56. The Organization agrees to contact The City immediately upon receiving a request for documents under the Public Records Act and to comply with The City's instructions on how to respond to the request.
15. CITY AUDIT. All records, regardless of physical form, and the accounting practices and procedures of The Organization relevant to this contract are subject to examination

by the City or the City's designee. The Organization must maintain all such records for at least three years following completion of this contract.

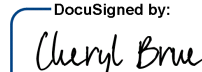
16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CITY OF SEDRO-WOOLLEY

DocuSigned by:

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Julia Johnson, Mayor

SEDRO-WOOLLEY MUSEUM

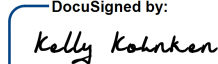
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Cheryl Brue, Registered Agent
Federal Tax Status: Wa Non Profit
Corporation 501c(3)

Secretary of State Registration # 601
318 056

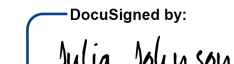
Federal Tax ID: 91-1525572

ATTEST:

DocuSigned by:

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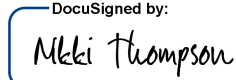
Kelly Kohnken, City Clerk

BUILDING OWNER (if rented space will
be improved)

DocuSigned by:

3C84008CC8484BD...

Julia Johnson, Mayor

APPROVED AS TO FORM:

DocuSigned by:

8E783717B449479...

Nikki Thompson, City Attorney

SCOPE OF WORK FOR SEDRO-WOOLLEY COMMUNITY DEVELOPMENT GRANT PROGRAM

General Intent

The purpose of this grant program is to beautify the city and to get more people involved in taking care of our community, through the activities of the businesses and nonprofit sectors. When people work together to help beautify Sedro-Woolley, they will develop a stronger sense of community, bond with neighbors and local businesses, become more likely to help with future projects, make additional community investments, and invite friends and family to participate.

Program Description

The Sedro-Woolley City Council has made \$140,000 in funding available for reimbursement grants of up to \$5,000 for nonprofits and \$10,000 for businesses. Grant funds must be expended within the corporate City limits of Sedro-Woolley, Washington.

Grant funds are provided for project materials, except in circumstances where specialty labor not locally available is needed to complete the project. Projects must be completed in publicly facing areas. If the total cost of a project exceeds \$20,000, then the City will reimburse its eligible portion of the project after the project reaches 50% completion.

Grant Eligibility Requirements

Eligible applicants:

- Non-National Franchise Businesses
- Non-profit organizations

Example projects include:

- Clean-up costs (ex. stains on sidewalks)
- Landscaping
- Exterior paint
- Awning replacement/maintenance
- Upgrades to signs
- Lighting
- Business cleanup of publicly visible areas
- Historical markers signifying events and people that are more than 50 years old

- Advertising for city tourism (No more than twice per year)
- More bike and pedestrian friendly elements (ex. bike racks, benches) – project may receive Arts Commission review, if items have unique design features
- New Murals and Mural Refurbishment (see Sedro-Woolley Municipal Code section 17.51) – project will receive Arts Commission review
- New statues and statue refurbishment – project will receive Arts Commission review
- Loggerrodeo and other art installations – project will receive Arts Commission review

Grant Evaluation and Selection Considerations

The City Council will serve as the grant evaluation and selection committee, after an advisory public yes or no vote on the projects, and a recommendation from the Arts Commission for certain types of projects. City staff from the Executive Department, Finance Department, and other departments, as needed, will provide staff support. Staff will review applications for completeness and submit materials to the Council, for further evaluation. The City will advertise the program and place any applications received beyond 50 on a waiting list. Up to the first 50, pending the availability of funds, will be vetted, and voted upon by the public, prior to City Council consideration.

To be funded, the project must have the potential to increase City tax revenues, either directly or indirectly.

Grant Process

The application period will open on August 21st, 2023 and remain open until funding is exhausted. Once a grant is awarded by the City Council, the City's Finance Department staff will work with the recipient(s) to execute a contract. Requested for grant reimbursement will also be processed through the Finance Department. Funds must be expended within one year of grant award or by October 31, 2026, whichever comes first.

Sedro-Woolley Community Development Grant Program *Application*

Date of Application: 10/06/2023

Full Legal Name (Organization): Sedro-Woolley Museum

Applicant Mailing Address: 725 Murdock Street, Sedro-Woolley, WA 98284

Project Physical Address: 725 Murdock Street, Sedro-Woolley, WA 98284

Phone Number: (360) 855-2390

Primary Contact: Cheryl Brue, Treasurer (360) 540-4641

Website (if applicable): sedro-woolleymuseum.com

Email Address: swmuseum@comcast.net

Grant Amount Requested (maximum \$5,000 per nonprofit and \$10,000 per business): \$ 5,000.00

Optional Matching Funds: _____

Grant Eligibility Requirements:

- Businesses and non-profit organizations are eligible to apply for funds
- Businesses must possess and active City of Sedro-Woolley business license, if required by law
- Applications must be approved prior to the project start date
- Maximum funding limit is \$5,000 per nonprofit, or \$10,000 per business
- National franchises are not eligible
- Improvements must be made to a public-facing area.
- Projects will be vetted for completeness by City staff, may go to the Arts Commission for recommendation to the City Council, and will be subject to a public advisory vote. The City Council will make the final decision on whether to fund a project.
- Once funded, grants will be reimbursement grants. One exception is for projects greater than \$20,000 in total. Those projects can have their city-eligible funds reimbursed when they are more than 50% complete.

Proposal - provide an explanation of the project including who/what/where/when/why, attach at least three photos of the area/areas needing improvement (500 words or less):

The Sedro-Woolley Museum is a 501(c)3 Corporation registered with the State of Washington. We hold a current business license with the City of Sedro-Woolley. Our purpose is to collect, catalogue, preserve, exhibit, disseminate and maintain materials and artifacts of historical and cultural significance to Sedro-Woolley and surrounding communities.

The Museum is a self supporting non-profit organization that relies on memberships, donations and grants for operating and building improvements. The all volunteer staff has been working hard during the past year to update exhibits and provide necessary building maintenance on the interior of the building.

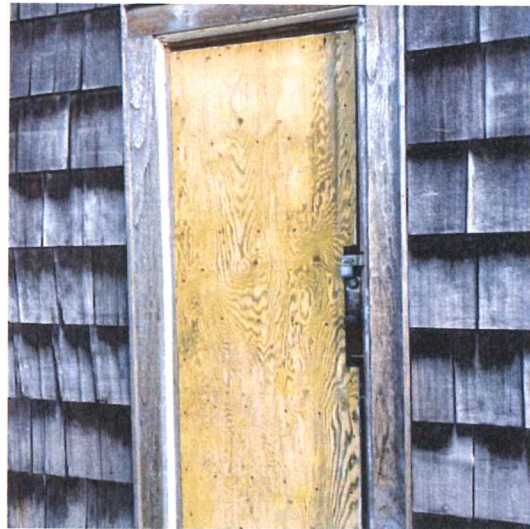
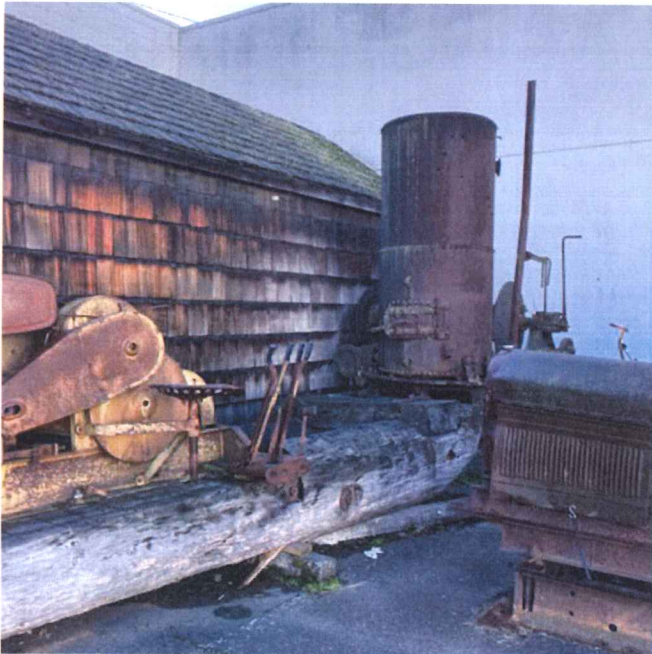
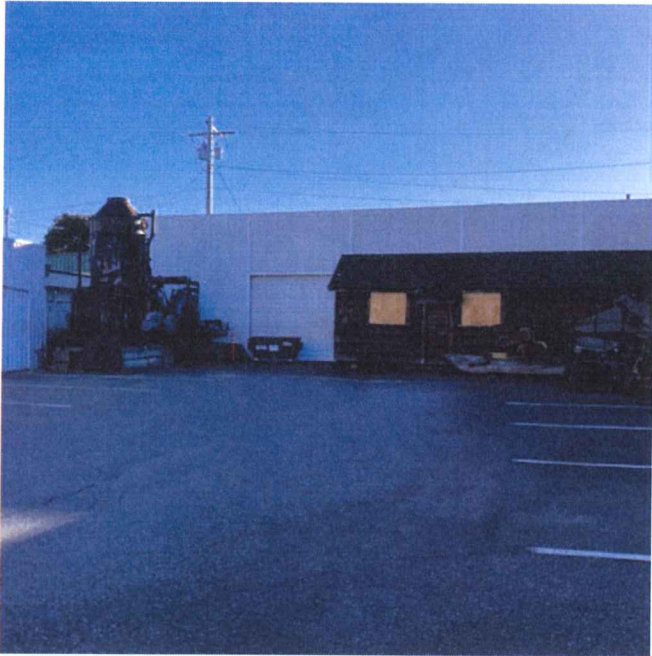
Our proposal for the City of Sedro-Woolley's Community Development Grant is to clean-up and beautify the exterior of our building. We are currently in the process of identifying outdoor fixtures housed on the north and south sides of the building for removal. Some of the fixtures are no longer relevant and will be hauled away.

Once the fixtures identified are hauled away, some of the remaining equipment will be moved from the north side to the south side of the building for better placement and to allow for improved parking to the north.

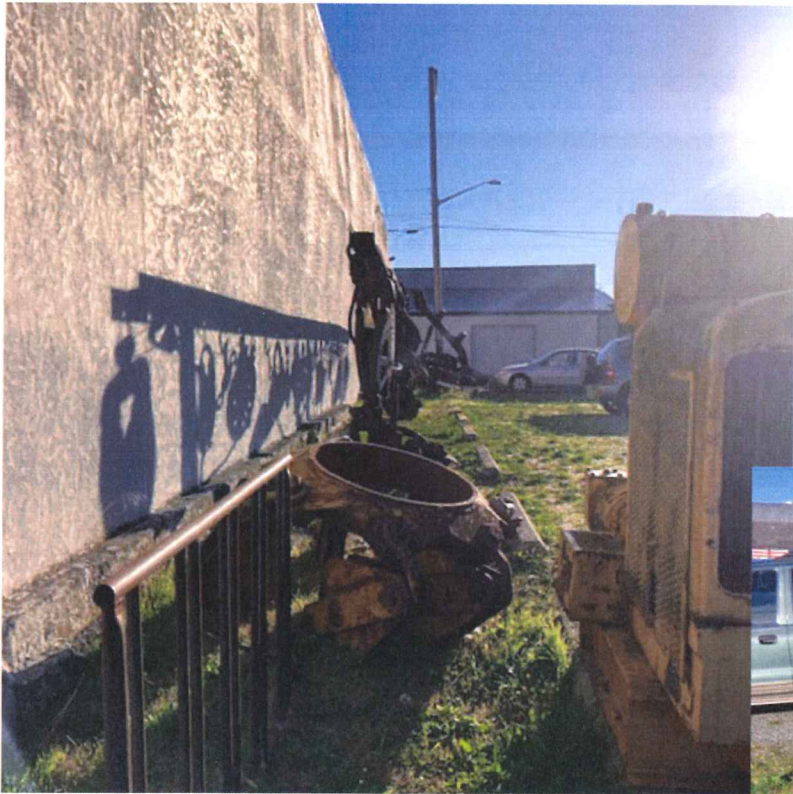
The north side will still house two Steam Donkey's that are proposed to be painted for a fresh look.

Also located on the north side is a bunk house that was vandalized back in February of 2023. We would like to replace the broken door with a 6-panel door for better security and to replace the three windows that were broken and have been boarded up.

NORTH SIDE



SOUTH SIDE



Budget – provide a line-item budget, including information and amounts of any outside funding sources:

Proposed Budget

Move equipment from the north side of the building to the south side and regrade the parking strip. Estimated bid: \$3,000.00

Gravel to re-gravel the south side parking strip.
Estimated bid from Skagit Aggregates: \$800.00

10 gallons of black paint for Steam Donkey's on north side of building.
Estimated bid from E & E Lumber: \$500.00
Painting to be completed by volunteer labor.

1 6-panel door.
Estimated bid from Home Depot: \$300.00
Installation of door to be completed by volunteer labor.

3 American Craftsman Windows.
Estimated price from Home Depot: \$250.00 per window. Total \$750.00
Installation of windows to be completed by volunteer labor.

Total budget for north and south parking lots: \$5,350.00

Impact – discuss how your project will directly or indirectly increase tax revenues in Sedro-Woolley (250 words or less):

The proposed project for the clean up of the north and south parking areas to the Museum will provide for a clean and safer area for parking of visitors. It will enhance the look of the building and proposed to draw more interest to the Museum and our lovely Gift Shop.

This project is anticipated to be phase 1 of a 2-phase project, with phase 2 being to repaint the exterior of the building and update signage. We are hopeful of receiving a grant for phase 2.

Background – provide any additional background information you feel is relevant, including an artist rendering of your project (250 words or less, an art attachment is strongly encouraged):

The Sedro-Woolley Museum was established in 1992 and has become a destination stop for visitors traveling through town, people researching thr family history and is also a fun destination for field trips for the local elementary schools.

We provide monthly events and exhibit openings. We have been working to update our exhibits and partner with downtown businesses and other non-profit organizations to increase foot traffic to both the museum and the downtown businesses.

Photos of the proposed areas to be improved are attached.

Authorization

I, (print name) Cheryl A. Brue the (print title, if applicable) Treasurer
of (print organization name, if applicable) Sedro-Woolley Museum

have approved the submission of this proposal.

If I/we receive a grant, I/we agree to enter into a contract with the City of Sedro-Woolley promising to:

- 1) Execute the project, as planned;
- 2) If a religious organization, not proselytize as any part of the project to be completed;
- 3) Provide all documentation necessary (included in the contract) to verify and receive reimbursement for the project.

Name and Title of Authorizing Member: Cheryl A. Brue, Treasurer

Signature: Cheryl A Brue Date: 10/06/2023

Proposals can be mailed to: Charlie Bush, City Administrator
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

OR submitted via email to: cbush@sedro-woolley.gov

Please include a completed and signed application and proposal with "Sedro-Woolley Community Development Grant Program" on the subject line.

Sedro-Woolley Community Development Grant Program

Review Sheet

Basic Information

Application Number: ____ 4 ____

Applicant: ____ Sedro-Woolley Museum ____

Application Complete (yes/no): ____ yes ____

Check One

Local Business (non-franchise, yes-no): ____ no ____

City Woolley Business License (yes/no): ____ N/A ____

Nonprofit Organization (yes/no): ____ yes ____

Project Information

Is the Project Public Facing (yes/no): ____ yes ____

Grant Request Amount at \$10,000 maximum for a business or \$5,000 maximum for a nonprofit, or under that amount (yes/no): ____ \$5,000 ____

Other Review

Arts Commission (yes/no): ____ no ____

CITY OF SEDRO-WOOLLEY

Sedro-Woolley, Washington

**RESOLUTION 1117-23 - ESTABLISHING THE SEDRO-WOOLLEY COMMUNITY
DEVELOPMENT GRANT PROGRAM**

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON
CREATING THE SEDRO-WOOLLEY COMMUNITY DEVELOPMENT
GRANT PROGRAM (SW-CDGP).**

WHEREAS, the City of Sedro-Woolley seeks to get more people involved in taking care of and enhancing the community; and

WHEREAS, when people work together to help beautify Sedro-Woolley they will develop a stronger sense of community, bond with neighbors and local businesses, become more likely to help with future projects, and invite friends and family to participate.; and

WHEREAS, the City considers community beautification and caretaking a part of economic development; and

WHEREAS, the City Council has allocated \$300,000 in federal American Rescue Plan Act (ARPA) for economic development purposes; and

WHEREAS, the Council desires to allocate \$140,000 of this \$300,000 for economic development towards the Sedro-Woolley Community Development Grant Program (SW-CDGP), which will serve these purposes; and

WHEREAS, the grant program will launch in August 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SEDRO-WOOLLEY, WASHINGTON, AS FOLLOWS:**

**Section 1: Establishes the Sedro-Woolley Community Development Grant Program (SW-
CDGP)**

The program will operate according to the contract and guidance established in Exhibit A and the application included in Exhibit B.

ADOPTED by the City Council and **APPROVED** by the Mayor this 26th Day of July 2023.

CITY OF SEDRO-WOOLLEY

DocuSigned by:
By Julia Johnson
3C84008CC8484BD...
Julia Johnson, Mayor

ATTEST:

DocuSigned by:
By Kelly Kohnken
2C53B290694B4A9...
Kelly Kohnken, City Clerk

**AMENDMENT 1 TO THE NOVEMBER 3, 2023 COMMUNITY DEVELOPMENT
GRANT AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY AND THE
SEDRO-WOOLLEY MUSEUM**

WHEREAS, the City of Sedro-Woolley and the Sedro-Woolley Museum entered into a grant contract on November 3, 2023 to help fund exterior improvements at the Museum; and

WHEREAS, the Sedro-Woolley Museum completed a portion of the planned project and determined that improvements to the bunk house were infeasible as the structure's future is in question due to its condition; and

WHEREAS, on March 19, 2024, the Sedro-Woolley Museum requested an amendment to the contract to remove improvements to the bunk house and replace those improvements with other improvements.

NOW THEREFORE, Attachment B of the contract is modified as follows:

The following tasks related to the bunk house will be removed:

- Replacement of the door with a new 6-panel door (\$300)
- Replacement of three broken windows (\$750)

Replacing these tasks under the original grant total of \$5,000 will be:

- Place skirting around the small steam donkey to provide additional safety to the equipment (\$500)
- Purchase landscape plantings for window boxes in front of the building (\$500)

The parties have agreed to this amendment this 27th day of March 2024.

CITY OF SEDRO-WOOLLEY

SEDRO-WOOLLEY MUSUEM

By _____

Julia Johnson, Mayor

By _____

Cheryl Brue, Treasurer

Approved as to form:

Nikki Thompson, City Attorney



City Council Agenda Item

Agenda Item No.: e.5.

Date: March 27, 2024

From: Charlie Bush, City Administrator

Subject: Community Development Grant - Chamber of Commerce of Sedro-Woolley

RECOMMENDED ACTION:

Motion to approve a community development grant for the Chamber of Commerce of Sedro-Woolley for \$4,380.50.

ISSUE:

Should the City Council approve a community development grant for the Chamber of Commerce of Sedro-Woolley?

BACKGROUND/SUMMARY INFORMATION:

City staff received an application for a community development grant from the Chamber of Commerce of Sedro-Woolley on February 26, 2024. The Chamber's application is the 13th application received for the program.

The Chamber proposes \$4,380.50 of exterior improvements to include the painting of window frames and window sills, new light fixtures and cameras, plants/soil and a planter box, and an outdoor umbrella. The planter box, many of the plants, and the umbrella will benefit Pola's Promenade, which is located adjacent to the Chamber.

The hanging flower baskets originally included in this proposal have been removed.

FISCAL IMPACT, IF APPROPRIATE:

If this grant is approved, and all funds previously approved by the Council are spent, there will be \$27,889 remaining in the program.

ATTACHMENTS:

1. SW Chamber Grant Application Final
2. Community Development Program Budget
3. SWCDGP Review Sheet SW Chamber

Monique Brigham
Executive Director
810 Metcalf Street
Sedro-Woolley, WA 98284

February 26, 2024

Thank you for your consideration,

We have multiple small projects we would like to use the Community Development Grant for, we would use the money to hire a local painter to paint our window frames and sills at the Chamber, and we will change the light fixtures upfront as well as cameras for both doorways and each end of the alley to deter vandals.

We will be purchasing plants at a local nursery for Pola's Promenade as well as the planter boxes in front of the Chamber, we will add one more planter box for the Promenade, and we will add a beautiful umbrella canopy over the promenade for the summer to make it an inviting place to stop and take photos.

We would like to install cameras in the doorways as well as the promenade to deter vandalism.

We plan to allocate the funds as follows:

- Hiring a local painter to refresh the window frames and sills at the Chamber, along with upgrading the front light fixtures and installing cameras at both doorways and each end of the alley to prevent vandalism.
- We are procuring plants from a nearby nursery for Pola's Promenade and the planter boxes in front of the Chamber. A new planter box is also planned for the Promenade, and a lovely umbrella canopy will be added for the summer, creating a picturesque spot for photos.
- Installing cameras at the doorways and the promenade to deter vandalism, and committing.

Impact

Installing cameras at Pola's Promenade, a city park, can deter vandalism. Enhancing the promenade can capture the interest of online influencers and community members, prompting more individuals to explore downtown. The rise in visitors results in increased expenditure at local restaurants and shops.

	Sedro-Woolley Chamber of CommerceCommunity Development Program			
	INCOME			
		BUDGET		
		Cash	In-Kind	
	SWT Grant			
	OTHER INCOME			
	SUB TOTAL INCOME	\$0.00	\$0.00	
	TOTAL INCOME	\$0.00		
	EXPENSES			
LINE		BUDGET		
ITEM		Cash	Match/In-Kind	
1	Light Fixtures	\$131.50		
2	Painting	\$850.00		
3	Umbrella Canopy	\$1,500.00		
	New Planter in Promenade	\$400.00		
4	Plants at the Chamber & Promenad	\$800.00		
	Soil for planters and Promenad	\$300		
	Security Cameras in the promenade and both doorways	\$399.00		
	SUB TOTAL EXPENSES	\$4,380.50	\$0.00	

Actual	
Cash	In-Kind
\$0.00	\$0.00
\$0.00	
Actual	
Cash	In-Kind
\$0.00	\$0.00

	TOTAL EXPENSES		
--	-----------------------	--	--

\$0.00

Sedro-Woolley Community Development Grant Program

Review Sheet

Basic Information

Application Number: __13__

Applicant: __Chamber of Commerce of Sedro-Woolley__

Application Complete (yes/no): ____yes__

Check One

Local Business (non-franchise, yes-no): ____no__

City Woolley Business License (yes/no): ____N/A__

Address verification (yes/no): ____yes, rented space__

Nonprofit Organization (yes/no): ____yes__

Project Information

Is the Project Public Facing (yes/no): ____yes__

Grant Request Amount at \$10,000 maximum for a business or \$5,000 maximum for a nonprofit, or under that amount (yes/no): ____\$5,000__

Other Review

Arts Commission (yes/no): ____no__



City Council Agenda Item

Agenda Item No.: e.6.

Date: March 27, 2024

From: Charlie Bush, City Administrator

Subject: Creating a Limited-Term Half-Time Plans Examiner/Building Inspector Position

RECOMMENDED ACTION:

Motion to amend the City's position list to include a limited-term half-time Plans-Examiner/Building Inspector Position.

ISSUE:

Should the City Council authorize the Mayor to hire a half-time limited-term Building Inspector/Plans Examiner

BACKGROUND/SUMMARY INFORMATION:

With an update to the State's building code, the City recently received a large volume of plans under the outgoing building code. One large developer submitted 2.5 years worth of building plans. Now with a significant backlog of plans, staff are requesting additional assistance with their review and determined that a half-time limited-term Building Inspector/Plans Examiner would be most helpful. We anticipate having someone work approximately 5 weeks at half-time to help us through the backlog. In order to hire for this type of position, we need to add it to the City's position list. This position would not receive benefits.

FISCAL IMPACT, IF APPROPRIATE:

The estimated cost of receiving this assistance for 5 weeks is \$9,500. Budget capacity, partly due to salary savings from our Community Development Director vacancy, exists in the General Fund to allow for the absorption of this expense.

ATTACHMENTS:

1. 2024_FTECount_3.25.2024

FTE Count for the 2024 Budget

Update 3/25/2024

When fully staffed the City has an employee head count of 138 employees and elected officials, and 106.50 FTE. Full-time equivalent, or FTE, measures the total amount of full-time employees working at the City. It is a way of adding up the hours of full-time, part-time and various other types of employees into measurable 'full-time' units. This amounts do not include volunteer firefighters.

Summary	
ALL DEPARTMENTS	
Department	FTE
Legislative	1.75
Judicial	1.00
Executive	1.50
Finance	6.00
Info Tech	2.00
Planning and Comm Dev	2.64
Engineering	2.71
Law Enforcement	26.00
Fire / EMS	27.00
Protective Inspections	2.67
Parks	4.58
Cemetery	0.72
Street	2.97
Sewer	12.14
Solid Waste	7.61
Storm	3.21
ERR	1.25
Park Caretakers	0.75
Total FTE	106.50

Checkfigure

106.50

Full-Time	Vacant
Part-Time	New Position
Not Funded	

DETAIL																						
ALL CITY DEPARTMENTS - EXCLUDING PUBLIC SAFETY																						
			Legisla tive	Judicia l	Executiv e	Financ e	Info Tech	Planning and Comm Dev	Engine ering	Law Enforcemen t	Fire / EMS	Protectiv e Inspectio ns	Parks	Cemet ery	Street	Sewer	Solid Waste	Storm	ERR	Other	Checkfigur e	
Department	Current Title	Name																				
Elected Official	Mayor	Johnson, Julia			0.50																0.50	
Elected Official	Councilmember	Loy, Kevin	0.25																		0.25	
Elected Official	Councilmember	Kesti, JoEllen	0.25																		0.25	
Elected Official	Councilmember	Diamond, Sarah	0.25																		0.25	
Elected Official	Councilmember	Henderson, Allan	0.25																		0.25	
Elected Official	Councilmember	Cocke, Paul	0.25																		0.25	
Elected Official	Councilmember	Burns, Joe	0.25																		0.25	
Elected Official	Councilmember	Lavacca, Nick	0.25																		0.25	
Non-Reps	Court Services Administrator	Struthers, Linda		1.00																	1.00	
Non-Reps	City Administrator	Bush, Charles			1.00																1.00	
Finance	Accounting Clerk/HR Assistant	Goss, Jeanine K				1.00															1.00	
Finance	Accounting Clerk	Jones, Diane R				1.00															1.00	
Finance	Deputy Clerk	Mynatt, Serena R				1.00															1.00	
Finance	Accounting Clerk	Wolf, Trina L				1.00															1.00	
Non-Reps	Finance Director	Kohnken, Kelly				1.00															1.00	
Finance	EMS Billing/Medicare Clerk	Messer, Rachel A				0.50					0.50										1.00	
Non-Reps	IT Director	Tovar Cano, Woody					1.00														1.00	
Non-Reps	IT System Integration Analyst	Saint, Thomas					1.00														1.00	
Non-Reps	Community Development Director	VACANT						0.75				0.25									1.00	
Non-Reps	Planner	McGowan, Nicole						0.75				0.25									1.00	
Non-Reps	Assistant Planner	VACANT						0.75				0.25									1.00	
B+P	Permitting Technician	Hilsinger, Jana						0.39	0.19			0.42									1.00	
PW	Eng Tech/Proj Insp	Hoyt, Wally							1.00												1.00	
Non-Reps	City Engineer (Sr. Engineer)	Lee, David							1.00												1.00	
B+P	Building Inspector	Castilleja, Robert G.										1.00									1.00	



City Council Agenda Item

Agenda Item No.: e.7.

Date: March 27, 2024

From: David Lee , City Engineer

Subject: Complete Streets Agreement - TIB - Sidewalk and ADA Ramp Upgrades Multiple Locations

RECOMMENDED ACTION:

Authorize Mayor Johnson to sign the TIB Grant Agreement and Project Funding Status Form for C-W-126(003)-1 Sidewalk and ADA Ramp Upgrades Multiple Locations in the amount of \$454,636.

ISSUE:

Shall council move to authorize Mayor Johnson to sign the TIB Grant Agreement and Project Funding Status Form for C-W-126(003)-1 Sidewalk and ADA Ramp Upgrades Multiple Locations in the amount of \$454,636?

BACKGROUND/SUMMARY INFORMATION:

At the February 28, 2024, Council meeting, the Council approved the submittal of a TIB Complete Streets Early Opportunity Grant application for funding to repair sidewalks and upgrade ADA ramps at various locations in the downtown area.

On March 22, 2024, the City was notified that our project had been selected by TIB for funding at the requested amount.

The attached Agreement formalizes the grant with TIB. Staff recommends authorization for the mayor to execute the agreement with TIB.

FISCAL IMPACT, IF APPROPRIATE:

Revenue

TIB Grant (85%)	\$454,636
City Match (15%)	\$ 80,230
Total	\$534,866

Expenditures

Construction Engineering	\$ 15,000
Construction Contract	\$519,866
Total	\$534,866

ANALISYS

The 2/28/2024 Grant Approval memo indicated a match of \$52,500 to \$60,000 based on the preliminary estimate for the work. That memo indicated that the new grant would offset work included in the previous grant approval for North Reed Street, Brickyard Creek to Sapp Road, and in the Fund 103 Overlay project for Portobello. Those projects were covered in the August 9, 2023, grant approval memo for the 2024 TIB grant submittals, including the Arterial Preservation Program.

The final estimate for the added work under the Early Opportunity grant is \$534,866, with a 15% match requirement of \$80,230. The new grant local match will totally offset by a combination of funds approved on August 9, 2023, as noted above. The updated estimate for the North Reed Street arterial improvements from Brickyard Creek to Sapp Road ramps is \$52,741, and for the Fund 103 Portobello ramps is \$35,000, for a total of \$87,741. As a result, no additional match approvals are needed currently. This will be reviewed and adjusted as needed on contract award.

ATTACHMENTS:

1. Grant Agreement - CSP - Sedro Woolley - Sidewalk and ADA Ramp Upgrades
2. Sedro Woolley C-W-126(003)-1 Project Funding Status Form

City of Sedro Woolley
C-W-126(003)-1
Sidewalk and ADA Ramp Upgrades
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Sedro Woolley
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Sidewalk and ADA Ramp Upgrades, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of SEDRO WOOLLEY, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 85.0000% percent of approved eligible project costs up to the amount of \$454,636, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable

amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed April 1, 2025 unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose. The obligations of this Section shall survive termination of this Agreement.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that

maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. The obligations of this Section shall survive termination of this Agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Project Funding Status Form

Agency Name: **SEDRO WOOLLEY**
Project Name: **Sidewalk and ADA Ramp Upgrades
Multiple Locations**

TIB Project Number: **C-W-126(003)-1**

Verify the information below and revise if necessary.
Submit by emailing this completed form to your TIB Region Engineer.

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SEDRO WOOLLEY	80,230	
WSDOT	0	
TOTAL LOCAL FUNDS	80,230	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



City Council Agenda Item

Agenda Item No.: f.1.

Date: March 27, 2024

From:

Subject: Skagit County Chief Civil Deputy Will Honea - FERC Relicensing and Flood Control

RECOMMENDED ACTION:

Presentation, no recommended action.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Skagit County Chief Civil Deputy Will Honea, with the Skagit County Prosecuting Attorney's Office, will be presenting on the Federal Energy Regulatory Commission (FERC) relicensing and flood control.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: f.2.

Date: March 27, 2024

From: Dan McIlraith, Police Chief

Subject: Swearing in of Newly Promoted Sergeants Austin McCombs and Derick Lowe

RECOMMENDED ACTION:

Oath of Office

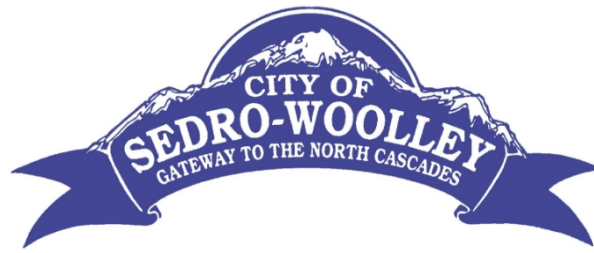
ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: 1.1.

Date: March 27, 2024

From: David Lee , City Engineer

Subject: Adoption of Amendments to Title 13 Stormwater Code Chapters - Ordinance 2068-24 - 3rd Read

RECOMMENDED ACTION:

Motion to approve Ordinance 2068-24 AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AMENDING TITLE 13 WATER AND SEWERS DIVISION II STORMWATER MANAGEMENT BY REPEALING EXISTING CHAPTER 13.36 STORMWATER MANAGEMENT AND ADOPTING A NEW CHAPTER 13.36 STORMWATER MANAGEMENT, REPEALING EXISTING CHAPTER 13.40 STORMWATER MAINTENANCE AND ADOPTING A NEW CHAPTER 13.40 STORMWATER MAINTENANCE AND ADOPTING A NEW CHAPTER 13.42 ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE) OF THE SEDRO-WOOLLEY MUNICIPAL CODE (SWMC).

ISSUE:

Should Council approve Ordinance 2068-24 AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AMENDING TITLE 13 WATER AND SEWERS DIVISION II STORMWATER MANAGEMENT BY REPEALING EXISTING CHAPTER 13.36 STORMWATER MANAGEMENT AND ADOPTING A NEW CHAPTER 13.36 STORMWATER MANAGEMENT, REPEALING EXISTING CHAPTER 13.40 STORMWATER MAINTENANCE AND ADOPTING A NEW CHAPTER 13.40 STORMWATER MAINTENANCE AND ADOPTING A NEW CHAPTER 13.42 ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE) OF THE SEDRO-WOOLLEY MUNICIPAL CODE (SWMC).

BACKGROUND/SUMMARY INFORMATION:

The first reading for these code amendments was at the February 28, 2024 Council meeting. There were no comments.

The second reading for these code amendments was at the March 13, 2024 Council meeting. Council members did have some questions on what specific edits were made. Copies of the edited files with track changes on were provided to the Council members for review.

Staff recommends the Council adopt Ordinance 2068-24.

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. Title 13 Ordinance 2068-24
2. Attach. A - Title 13 CH 13.36 Stormwater Management
3. Attach. B - Title 13 CH 13.40 Stormwater Maintenance
4. Attach. C - Title 13 CH 13.42 Illicit Discharge
5. CURRENT Chapter 13.36 with EDITS ADDED
6. COSW 13.40 DEL Edits- Stormwater Maintenance

ORDINANCE NO. 2068-24

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AMENDING TITLE 13 WATER AND SEWERS DIVISION II STORMWATER MANAGEMENT BY REPEALING EXISTING CHAPTER 13.36 STORMWATER MANAGEMENT AND ADOPTING A NEW CHAPTER 13.36 STORMWATER MANAGEMENT, REPEALING EXISTING CHAPTER 13.40 STORMWATER MAINTENANCE AND ADOPTING A NEW CHAPTER 13.40 STORMWATER MAINTENANCE AND ADOPTING A NEW CHAPTER 13.42 ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE) OF THE SEDRO-WOOLLEY MUNICIPAL CODE (SWMC).

WHEREAS, the City has not updated its codes related to Stormwater Management since 2015; and,

WHEREAS, updating of the City's codes related to Stormwater Management and adding a code related to illicit discharge is necessary;

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

Section One. Chapter 13.36. Stormwater Management of Division II of Title 13 of the Sedro-Woolley Municipal Code is hereby repealed, and a new Chapter 13.36 Stormwater Management as set out in Attachment A is hereby adopted.

Section Two. Chapter 13.40 Stormwater Maintenance of Division II of Title 13 of the Sedro Woolley Municipal Code is hereby repealed, and a new Chapter 13.40 Stormwater Maintenance as set out in Attachment B is hereby adopted.

Section Three. A new Chapter 13.42, entitled Illicit Discharge Detection and Elimination (IDDE), as set out in Attachment C is hereby adopted and added to Division II of Title 13 of the Sedro Wooley Municipal Code.

Section Four. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section Five. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

Section Six. Publication. Publication of this ordinance may be made by summary.

Section Seven. Effective Date. This Ordinance shall be in full force and effect five days after publication by summary.

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this _____ day of _____, 2024.

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

ATTACHMENT A

Chapter 13.36 Stormwater Management of Division II of Title 13 of the Sedro-Woolley Municipal Code

Chapter 13.36

STORMWATER MANAGEMENT

Sections:

- 13.36.010 Purpose.**
- 13.36.015 Stormwater management manual adopted.**
- 13.36.020 Definitions.**
- 13.36.025 Abrogation and interpretation of provisions.**
- 13.36.030 Applicability.**
- 13.36.040 Minimum requirement thresholds.**
- 13.36.050 Low Impact Development (LID).**
- 13.36.060 Contents of a storm water site plan.**
- 13.36.070 Development in critical flood, drainage and/or erosion areas.**
- 13.36.080 Fees.**
- 13.36.090 Construction standards and specifications.**
- 13.36.100 Review and approval of plans.**
- 13.36.110 Inspections – Construction.**
- 13.36.120 Bonds and liability insurance required.**
- 13.36.130 Storm water covenant and easement.**
- 13.36.140 Maintenance of drainage facilities by owner.**
- 13.36.150 Applicability to governmental entities.**
- 13.36.160 Adjustments.**
- 13.36.170 Exceptions.**
- 13.36.180 Additional procedures and review.**
- 13.36.190 Enforcement.**
- 13.36.200 No special duty created.**
- 13.36.210 Severability.**
- 13.36.220 Appeals.**

13.36.010 Purpose.

The purpose of this chapter is to promote sound development policies and construction procedures which respect the city's watercourses; to minimize water quality degradation and control of sedimentation of creeks, streams, ponds, lakes, and other water bodies; to protect the life, health, and property of the general public; to preserve and enhance the suitability of waters for contact recreation and fish habitat; to preserve and enhance the aesthetic quality of the waters; to maintain and protect valuable ground water quantities, locations, and flow patterns; to ensure the safety of city roads and rights-of-way; and to decrease drainage-related damages to public and private property.

13.36.015 Stormwater management manual adopted.

The current Department of Ecology Stormwater Management Manual for Western Washington (Stormwater Manual), and as amended by this code, is hereby adopted as the city's minimum storm water regulations, technical reference manual and maintenance standard and is hereinafter referred to as the "Stormwater Manual." Storm water infrastructure shall also be designed and constructed in accordance with the city's Public Works Department Standards (SWPWDS).

13.36.020 Definitions.

For the purpose of this chapter and other provisions in this title related to storm water, certain terms, phrases, words and their derivatives shall be defined and construed as specified in the Stormwater Manual and in this title. Words used in the singular include the plural, and the plural the singular. The words "shall," "will" and "must" are mandatory; the words "should" and "may" are permissive. When any definition in this title conflicts with definitions in the Stormwater Manual or any other ordinance of the city, that which provides more environmental protection shall control and apply unless specifically provided otherwise in this title.

"Applicant" means any person who has applied for a development permit or approval.

"Department" means the public works department of the city of Sedro-Woolley, as appropriate for capital or private development projects.

"Developer" means the person(s) applying for permits or approvals, the Applicant, whether an individual(s) or corporation(s) or governmental agency(ies).

"Director of public works" or "director" means the director of the public works department or his/her designee.

"Discharge storm water directly or indirectly to the Sedro-Woolley Municipal separate storm sewer system (MS4)" means that:

- (a) The drainage system installed is in right-of-way or an area that will become right-of-way after construction and final site approval;

(b) The drainage system installed will become publicly owned after construction and final site approval;

(c) The drainage system installed is intended to overflow to a portion of the existing MS4 or public right-of-way; or

(d) The drainage system installed is intended to outfall into a portion of the existing MS4 or public right-of-way.

“Drainage system” or “storm drainage system” or “storm water system” means the same as the Stormwater Manual definition for “storm water drainage system.”

“Engineer” means the city engineer or development services manager, as designated for enforcement of capital or private development activities, of Sedro-Woolley.

“Existing grade” means the grade prior to grading.

“Finish grade” means the final grade of the site, which conforms to the approved plan.

“Grading” or “grading activity” means any excavating, filling, grubbing or grading or combination thereof.

“Municipal separate storm sewer system (MS4)” means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

(a) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, storm water, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of the United States;

(b) Designed or used for collecting or conveying storm water;

(c) Which is not a combined sewer;

(d) Which is not part of a publicly owned treatment works (POTW) as defined in the Code of Federal Regulations at [40 CFR 122.2](#); and

(e) Which is defined as “large” or “medium” or “small” or otherwise designated by Ecology pursuant to [40 CFR 122.26](#).

“Parcel” means a tract or plot of land of any size, which may or may not be subdivided or improved.

“Planned residential developments” refers to residential developments which are planned and/or developed in several stages but submitted together for approvals, and which typically consist of clusters of structures interspersed with areas of common open spaces (refer to Chapter 17.43 SWMC).

“Private drainage system” or “private storm water disposal systems” means drainage systems located on private property that may or may not discharge directly as through pipes, channels, etc., or indirectly as sheet flow, subsurface flow, etc., into the city’s drainage system.

“Public storm drainage system” means that portion of the drainage system of the city located on public right-of-way, easements or other property owned by the city. Public storm drainage system does not include low impact development BMPs such as bioswales, infiltration ponds, pervious pavement, and other associated low impact development infrastructure located within easements held by the city of Sedro-Woolley for inspection purposes only.

“Small municipal separate storm sewer system” or “small MS4” means an MS4 that is not defined as “large” or “medium” pursuant to [40 CFR 122.26\(b\)\(4\)](#) and (7) or designated under [40 CFR 122.26\(a\)\(1\)\(v\)](#).

“Stormwater management manual,” “Stormwater Manual” or “manual” means Appendix I of the current NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the current Department of Ecology Stormwater Management Manual for Western Washington (“SWMMWW”).

13.36.025 Abrogation and interpretation of provisions.

A. Abrogation and Greater Restrictions. It is not intended that this chapter repeal, abrogate or impair any existing ordinances, regulations, issued permit requirements, easements, covenants or deed restrictions, except as expressly stated. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

B. Interpretation. The provisions of this chapter shall be liberally construed to serve the purposes of this chapter.

13.36.030 Applicability.

(1) Storm water management review and approval by the city is required when any new development, redevelopment, or proposed construction site project meets or exceeds the threshold conditions defined in the Stormwater Manual (e.g., new impervious area, drainage system modifications, redevelopments, etc.) and/or is subject to a city development permit or approval requirement. All the provisions of this title are applicable to any project requiring storm water management review and approval.

(2) Commencement of construction work under any of the nonexempt actions, permits, or applications shall not begin until the department approves a storm water pollution prevention plan (SWPPP) pursuant to the requirements of the Stormwater Manual.

(3) If new development and redevelopment at sites below the regulatory threshold of this chapter were subject to regulation at the time of permitting, they shall continue to be subject to stormwater regulations, even if the site activities resulted in land disturbances of less than the one-acre threshold. The local stormwater requirements in effect at the time of permit issuance shall apply, unless the minimum requirements for new development and redevelopment contained in this chapter are applicable.

(4) Unless otherwise specified in this chapter, all standards, definitions, and requirements shall be in accordance with the current Stormwater Manual.

(5) The following activities are exempt from the minimum requirements set forth in the Stormwater Manual even if such practices meet the definition of new development or redevelopment:

(a) Forest Practices. Forest practices regulated under WAC Title [222](#), except for Class IV, General forest practices that are conversions from timberland to other uses, are exempt from the provisions of the minimum requirements.

(b) Commercial Agriculture. Commercial agriculture practices involving working the land for production are generally exempt. However, the conversion from timberland to agriculture and the construction of impervious surfaces are not exempt.

(c) Oil and Gas Field Activities or Operations. Construction of drilling sites, waste management pits, and access roads, as well as construction of transportation and treatment infrastructure such as pipelines, natural gas treatment plants, natural gas pipeline compressor stations, and crude oil pumping stations are exempt. Operators are encouraged to implement and maintain best management practices to minimize erosion and control sediment during and after construction activities to help ensure protection of surface water quality during storm events.

(d) Pavement Maintenance.

(i) The following pavement maintenance practices are exempt: pothole and square cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regrading drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, and vegetation maintenance.

(ii) The following pavement maintenance practices are not categorically exempt. The extent to which the minimum requirements in the Stormwater Manual apply is explained for each circumstance.

(A) Removing and replacing a paved surface to base course or lower, or repairing the roadway base: If impervious surfaces are not expanded, the Stormwater Manual minimum requirements Nos. (1) through (5) apply.

(B) Extending the pavement edge without increasing the size of the road prism, or paving graveled shoulders: These are considered new impervious surfaces and are subject to the minimum requirements in the Stormwater Manual that are triggered when the thresholds identified for redevelopment projects are met.

(C) Resurfacing by upgrading from dirt to gravel, asphalt, or concrete; upgrading from gravel to asphalt, or concrete; or upgrading from a bituminous surface treatment ("chip seal") to asphalt or concrete: These are considered new impervious surfaces and are subject to the minimum requirements in the Stormwater Manual that are triggered when the thresholds identified for redevelopment projects are met.

(e) Underground Utility Projects. Underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics are only subject to the

13.36.040 Minimum requirement thresholds.

The minimum requirements applicable to any project shall be determined as noted in the Stormwater Manual. Not all of the minimum requirements in the Stormwater Manual apply to every development or redevelopment project. The applicability varies depending on the type and size of the project. See the Stormwater Manual for more information about each of the minimum requirements.

13.36.050 Low impact development (LID).

(1) Low impact development (LID) is a storm water management and land development strategy utilized in site design and construction that emphasizes conservation and use of on-site natural features integrated with engineered, small-scale hydrologic controls to mimic natural hydrologic functions. Implementation of LID benefits streams, lakes, and Puget Sound by moderating the impacts of storm water runoff generated by the built environment. LID techniques are the preferred and commonly used approach to site development with traditional, structural storm water management solutions used where LID is infeasible. Low impact development best management practices (LID BMPs) are described in the Stormwater Manual and the Low Impact Development Technical Guidance Manual for Puget Sound, published by the Puget Sound Partnership and Washington State University Extension. LID site design objectives are:

- (a) To retain or restore native forest cover to capture, infiltrate, and evaporate all or a portion of the rainfall on a site;
- (b) To confine development to the smallest possible footprint and minimize land disturbance and site grading;
- (c) To preserve or restore the health and water-holding capacity of soils;
- (d) To incorporate natural site features that promote storm water infiltration;
- (e) To minimize all impervious surfaces and especially those that drain to conventional piped conveyances;
- (f) To manage storm water through infiltration, bioretention, and dispersion;
- (g) To manage storm water runoff as close to its origin as possible in small, dispersed facilities;
- (h) Locate buildings away from critical areas and soils that provide effective infiltration;
- (i) Increase reliability of the storm water management system by providing multiple or redundant LID flow control practices; and
- (j) Integrate storm water controls into the development design and utilize the controls as amenities to create a multifunctional landscape.

(2) Use of LID BMPs may reduce or eliminate the need for conventional detention facilities but does not remove the obligation to comply with the minimum requirements in the Stormwater Manual. A variety of BMPs to minimize impervious surfaces and to manage storm water have been developed and tested for use in western Washington. These BMPs and the overall LID approach are described in the Stormwater Manual and the Low Impact Development Technical Guidance Manual for Puget Sound.

(3) The menu of LID BMPs identified in the Stormwater Manual and the Low Impact Development Technical Guidance Manual for Puget Sound are accepted for use in storm water site plans to address the minimum requirements in the Stormwater Manual, subject to the specifications, performance standards, and design criteria in the Stormwater Manual, and city of Sedro-Woolley engineering design and development standards and review and approval under this chapter, as applicable.

(4) Restrictions on conversion of drainage facilities shall be recorded on the face of the plat.

(5) A covenant and easement may also be required to be recorded with the Skagit County auditor's office for each lot containing or served by LID BMP facilities in a form approved by the city attorney. The covenant shall identify requirements and liability for preservation and maintenance of low impact development facilities approved under this chapter and privately held in individual or shared ownership. The easement shall be granted for city access to low impact development facilities on private property to allow inspection, emergency maintenance and repair.

13.36.060 Contents of a storm water site plan.

(1) Storm Water Site Plan Required. New development and redevelopment projects must submit a storm water site plan, prepared using Volume I, Chapter 3 of the adopted Stormwater Manual, for approval by the department.

(2) Contents of Plan. In addition to the requirements described in the Stormwater Manual, an off-site analysis report shall be required.

13.36.070 Development in critical flood, drainage and/or erosion areas.

Development which would increase the volume of discharge from the subject property shall not be permitted in areas where existing flooding, drainage, and/or erosion conditions present an imminent likelihood of harm to the welfare and safety of the surrounding community or property, until such time as the community hazard is alleviated. Where application of the provisions of this section will deny all reasonable use of the property, the director or designee may waive the restrictions on development contained in this section; provided, that the resulting development shall be subject to all of the remaining terms and conditions of this chapter and Chapter 17.65 SWMC, Regulation for Critical Areas. .

13.36.080 Fees.

The applicant shall pay all fees and costs as established by ordinance or resolution prior to approval or other review and inspections pursuant to this chapter. If no separate fee is established, the applicant shall pay a fee based on the hourly rate for city engineering services established by separate ordinance or resolution for plan review and inspections.

13.36.090 Construction standards and specifications.

The director shall approve, prepare, administer, and enforce detailed construction standards and specifications for all storm drainage lines, on-site storm water and erosion control facilities. Where the City might otherwise accept ownership or a maintenance responsibility, the city shall not accept ownership or maintenance responsibility for any lines or facilities which are constructed in violation of said standards and specifications.

13.36.100 Review and approval of plans.

All storm water site plans and any other documents required by or prepared in connection with this chapter shall be submitted for review to and approval by the director or designee.

The applicant shall keep two sets of the approved plans on site at all times for recording as-built information; one set shall be submitted to the project engineer, and one set shall be submitted to the director at completion of construction and prior to final acceptance of work. The owner and/or contractor shall notify the engineer and the director when conflicts exist between the plans and field conditions. Conflicts shall be resolved (including plan and profile revisions) and resubmitted for approval prior to proceeding with construction. For further plan retention and revision requirements for storm water site plans and construction storm water pollution prevention plans see the Stormwater Manual. Minimum Requirement No. 2: Construction Storm Water Pollution Prevention Plan (SWPPP).

13.36.110 Inspections – Construction.

All activities regulated by this chapter shall be inspected by the engineer and/or public works department. Projects shall be inspected at various stages of the work to determine that adequate control is being exercised. 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 or designee, a special inspection and/or testing shall be performed.

Prior to any clearing, grading, filling, and/or drainage facility construction, the contractor may be required to conduct a preconstruction conference with the city's engineering construction inspector to coordinate the project.

(1) All projects which include clearing, grading, filling or drainage shall be subject to inspection by the engineer or his designee, who shall be granted reasonable right of entry to the work site by the permittee. When required by the engineer, special inspection of the grading operations and special testing shall be performed by qualified professionals employed by the permittee. Inspections in conjunction with hydraulic permits will be performed and enforced by the Washington State Department of Fisheries or Wildlife.

(2) Each site that has an approved grading, erosion and sediment control or other required plans must be inspected as necessary to ensure that the sediment control measures are installed and effectively maintained in compliance with the approved plan and permit requirements. Where applicable, the permittee must obtain inspection by the city at the following stages:

(a) Following the installation of sediment control measures or practices and prior to any other land-disturbing activity;

- (b) During the construction of sediment basins or storm water management structures;
- (c) During rough grading, including hauling of imported or wasted materials;
- (d) Prior to the removal or modification of any sediment control measure or facility; and
- (e) Upon completion of final grading, including establishment of groundcover and planting, installation of all vegetative measures, and all other work in accordance with an approved plan and/or permit.

(3) The permittee may secure the services of a retained engineer, subject to the approval of the engineer, to inspect the construction of the facilities and provide the city with a fully documented certification that all construction is done in accordance with the provisions of an approved grading, erosion and sedimentation control or other required plan, applicable rules, regulations, permit conditions and specifications. If inspection certification is provided to and accepted by the city, approval by the engineer may be waived. In these cases the city shall be notified at the required inspection points and may make spot inspections. The retained engineer shall use the "Engineer's Construction Inspection Report" form for certification of the construction or other similar form approved by the engineer.

(4) Soils Approval. This inspection/approval applies when engineered soils, bioretention soil mixes, compost amended soils, soils to meet BMP T5.13, Post Construction Soil Quality and Depth, from Chapter 5, Volume V of the Stormwater Manual, or other specific soil mixes are used as a design feature of a storm water facility. The developer must demonstrate that the soil mixes approved on the plans are used for construction;

(5) System-wide inspections for residential developments will take place after all flow control and water quality treatment facilities are completed during the period of heaviest house construction to identify maintenance needs and enforce compliance with maintenance standards as needed;

(6) When low impact development BMPs or permanent storm water treatment and flow control BMPs/facilities are installed that are designed to infiltrate, the city may require the permit holder to verify proper installation and function. A licensed geotechnical engineer or other qualified personnel, as approved by the city, shall follow the testing procedures in the Stormwater Manual for other facility types. Permit holders are responsible for cost of testing and ensuring all facilities meet design standards, specifications, proper installation and function;

(7) Where a maintenance bond is required for a project, a final inspection by the city will be required at the end of the two-year maintenance bond period. The developer will be responsible for repairing any deficiencies found as a result of the city inspection. No bond shall be released until all deficiencies are resolved and accepted by the City.

In some circumstances not all of the above inspections may be necessary. It shall be at the discretion of the public works director or designee to waive or combine any of the above inspections as dictated by conditions.

The public works director or designee shall inspect the work and shall either approve the same or notify the applicant in writing in what respects there has been failure to comply with the requirements of the approved plan. Any portion of the work which does not comply shall be promptly corrected by the applicant. The public works director or designee may make unscheduled site inspections to ensure compliance. Uncorrected violations will be subject to the provisions of Title 18.

13.36.120 Bonds and liability insurance required.

The department is authorized to require all persons constructing retention/detention, low impact development, or other drainage system features to post surety or cash bonds. Where such persons have previously posted, or are required to post, other such bonds on the facility itself or on other construction related to the facility or project, such person may, with the permission of the public works director or designee, and to the extent allowable by law, combine all such bonds into a single bond; provided, that at no time shall the amount thus bonded be less than the total amount which would have been required in the form of separate bonds; and provided further, that such a bond shall on its face clearly delineate those separate bonds which it is intended to replace.

(1) Construction Bond. Prior to commencing construction, the person constructing the facility may be required to post a construction bond in an amount sufficient to cover the cost of performing said construction per the approved drainage plans. Alternatively, an equivalent cash deposit to an escrow account administered by a local account bank may be allowed at the city's option.

(2) Maintenance Bond. After satisfactory completion of the facilities and release of the construction bond by the city, the person constructing the facility or project may be required to post a two-year maintenance bond for the facility. The city may require the person constructing the facility to verify that the storm water facilities are functioning as designed. A cash bond, to be used at the discretion of the city and to correct deficiencies in said maintenance affecting public health, safety and welfare, must be posted and maintained throughout the two-year maintenance period. The amount of the cash bond shall be determined by the public works director or designee. In addition, at the discretion of the city, a surety bond or cash bond to cover the cost of design defects or failures in workmanship or function shall also be posted and maintained through the two-year maintenance period. Alternatively, an equivalent cash deposit to an escrow account administered by a local account bank may be allowed, at the city's option.

13.36.130 Storm water covenant and easement.

A drainage covenant and easement may be required to be recorded for all private storm water treatment and flow control facilities. The covenant and easement shall be in a form acceptable to the city attorney and shall provide the right of ingress and egress, and the right to perform emergency maintenance. The covenant and easement shall include a description of the property, facility(ies), and the maintenance responsibilities. The covenant shall be recorded with the Skagit County auditor's office against the title of the property and run with the land to all successors and assigns.

13.36.140 Maintenance of drainage facilities by owner.

It shall be the responsibility of the owner of the property, or persons with a shared ownership interest in the property, or their heirs, successors and assigns, to operate, maintain, repair and replace the facilities in continuous compliance with Chapter 13.40 and any approved operations and maintenance plans. The director or designee shall have authority to periodically enter upon the property and inspect the facilities to ensure such compliance.

13.36.150 Applicability to governmental entities.

All municipal corporations and governmental entities shall be required to submit a storm water site plan and comply with the terms of this chapter when developing and/or improving land within the incorporated areas of the city of Sedro-Woolley or within adjacent areas which may affect the city.

13.36.160 Adjustments.

All adjustments to the minimum requirements in the Stormwater Manual may be granted prior to permit approval and construction. Adjustments must be reviewed in the context of each application, site and potential impacts. Approval does not establish precedent for subsequent applications that may reflect different scale, complexity and site conditions. Adjustments to the minimum requirements may be granted by the director; provided, that a written finding of fact is prepared, that addresses the following:

- (1) The adjustment provides substantially equivalent environmental protection.
- (2) Based on sound engineering practices, the objectives of safety, function, environmental protection and facility maintenance are met.

13.36.170 Exceptions.

(1) Exceptions to the minimum requirements in the Stormwater Manual may be granted prior to permit approval and construction. Exceptions must be reviewed in the context of each application, site and potential impacts. Approval does not establish precedent for subsequent applications that may reflect different scale, complexity and site conditions. Application for an exception shall be filed in writing with the director and shall adequately detail the reason for an exception.

(2) Exceptions/variances (exceptions) to the minimum requirements in the Stormwater Manual may be granted by the director following legal public notice of an application for an exception or variance, legal public notice of the director's decision on the application, and written findings of fact that document the director's determination to grant an exception. The director will keep records, including the written findings of fact, of all exceptions to the minimum requirements.

(3) Project-specific design exceptions based on site-specific conditions do not require prior approval of the Department of Ecology. The city will seek prior approval by the Department of Ecology for any jurisdiction-wide exception.

(4) The director may grant an exception to the minimum requirements in the Stormwater Manual if such application imposes a severe and unexpected economic hardship. To determine whether the application imposes a severe and unexpected economic hardship on the project applicant, the director must consider and document with written findings of fact the following:

- (a) The current (pre-project) use of the site; and
- (b) How the application of the minimum requirement(s) restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the minimum requirements; and
- (c) The possible remaining uses of the site if the exception were not granted; and
- (d) The uses of the site that would have been allowed prior to the adoption of the minimum requirements; and

(e) A comparison of the estimated amount and percentage of value loss as a result of the minimum requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the minimum requirements; and

(f) The feasibility for the owner to alter the project to apply the minimum requirements.

(5) In addition, any exception must meet the following criteria:

(a) The exception will not increase risk to the public health and welfare, nor be injurious to other properties in the vicinity and/or downstream, and to the quality of waters of the state; and

(b) The exception is the least possible exception that could be granted to comply with the intent of the minimum requirements.

(6) An exception/variance shall be subject to the same notice requirements and appeal process from the decision of the director as a Type II decision subject to Chapter [2.90](#), to the extent applicable and not inconsistent with this chapter.

13.36.180 Additional procedures and review.

In various sections of this chapter, the public works director or designee, the engineer, and/or the city planner may be empowered to impose requirements, give approvals, make determinations and the like (hereinafter in this section “administrative determination(s)”). This section sets out procedures for administrative determination(s). All administrative determination(s) shall be made in a timely manner to satisfy all requirements of state law. All administrative determination(s) shall be in writing and shall set out facts and conclusions to support the decision made. All administrative determination(s) shall be made to achieve the purposes of this chapter as set forth in SWMC 13.36.010. All administrative determination(s) may be appealed to the hearing examiner by filing written notice of appeal with the city clerk within 10 days of service of the administrative determination.

13.36.190 Enforcement.

A. The director shall enforce this chapter. Violations of this chapter shall be subject to civil penalties and process as set forth in Title [18](#). It shall be a violation of this chapter to (1) engage in any regulated activity without a permit issued pursuant to this chapter, (2) to violate the terms and conditions of a permit issued pursuant to this chapter, or (3) to permit, allow, or commit an illicit discharge prohibited by SWMC 13.42.

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

13.36.200 No special duty created.

(1) It is the purpose of this chapter to provide for the health, welfare, and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted by the terms of this chapter. No provision or term used in this chapter is intended to impose any duty whatsoever upon the city or any of its officers, agents, or employees for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory.

(2) Nothing contained in this chapter is intended to be, nor shall be, construed to create or form the basis for any liability on the part of the city or its officers, agents, and employees for any injury or damage resulting from the failure of any premises to abate a nuisance or to comply with the provisions of this chapter or by reason or as a consequence of any inspection, notice, or order, in connection with the implementation or enforcement of this chapter, or by reason of any action of the city related in any manner to enforcement of this chapter by its officers, agents, or employees.

13.36.210 Severability.

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

13.36.220 Appeals.

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. For administrative interpretations see Section 13.36.180.

ATTACHMENT B

Chapter 13.40 Stormwater Maintenance of Division II of Title 13 of the Sedro-Woolley Municipal Code

Chapter 13.40

STORMWATER MAINTENANCE

Sections:

- 13.40.010 Purpose.**
- 13.40.020 Definitions.**
- 13.40.030 Abrogation and interpretation of provisions.**
- 13.40.040 Applicability.**
- 13.40.050 Stormwater management manual and Appendix I of permit adopted—
Administrative provisions authorized.**
- 13.40.060 Regulated activities.**
- 13.40.070 Maintenance Requirements.**
- 13.40.075 Stormwater minimum requirements and best management practices
(BMPs).**
- 13.40.080 Maintenance of drainage ditches.**
- 13.40.085 Maintenance of low impact development (LID) facilities.**
- 13.40.090 Authority.**
- 13.40.100 Inspection program.**
- 13.40.110 Civil Enforcement.**
- 13.40.120 Criminal violation.**
- 13.40.130 Fees.**

13.40.010 Purpose.

The provisions of this chapter are intended to:

- A. Provide for inspection and maintenance of stormwater facilities in the city to provide for an effective, functional and maintained stormwater drainage system;
- B. Authorize the city to require that stormwater facilities be operated, maintained and repaired in conformance with this chapter;
- C. Establish the minimum level of compliance which must be met;
- D. Guide and advise all who conduct inspection and maintenance of stormwater facilities;
- E. Provide for inspections of existing sites by the City, or its authorized designee, to ensure adequate source control BMPs are in place and maintained to prevent illicit discharges or violations of surface water, groundwater, or sediment management standards.
- F. Provide for city maintenance to protect the public health and general welfare when no other reasonable option exists and provide for recovery of the City's cost and expense.

13.40.020 Definitions.

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

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

"SWMMWW" means the current Ecology Stormwater Management Manual for Western Washington.

"Department" means Washington State Department of Ecology.

"Director" means the public works director or his/her authorized designee.

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

"Source Control BMP" is a structure or operation intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. Structural Source Control BMPs are physical, structural, or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater. Operational Source Control BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater.

“Stormwater management manual” or “manual” means Appendix I of the current NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the current Department of Ecology Stormwater Management Manual for Western Washington (“SWMMWW”).

When not inconsistent with the definitions in this section, where applicable the definitions in Chapter 13.36 and 13.42 Sedro Wooley Municipal Code also shall apply.

13.40.030 Abrogation and interpretation of provisions.

A. Abrogation and Greater Restrictions. It is not intended that this chapter repeal, abrogate or impair any existing ordinances, regulations, issued permit requirements, easements, covenants or deed restrictions, except as expressly stated. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

B. Interpretation. The provisions of this chapter shall be liberally construed to serve the purposes of this chapter.

13.40.040 Applicability.

A. When any provision of any other ordinance of the city conflicts with this chapter, that which provides the higher standard of environmental protection shall apply unless specifically provided otherwise in this chapter.

B. This chapter applies to all activities and facilities subject to Chapter [13.36](#), and which are permanent, require maintenance or shall require compliance after the completion of the permitted activity and facility regulated by Chapter [13.36](#).

C. At the completion of the activities which are subject to Chapter [13.36](#), the continuing maintenance and operation of any facilities that continue in operation will be subject to Chapter [13.40](#).

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 current Department of Ecology Stormwater Management Manual for Western Washington, are hereby adopted by reference, and are hereinafter collectively referred to as the “manual.”

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.

D. Facilities shall be used and maintained to comply with the manual.

13.40.060 Regulated activities-

. Regulated Activities are:

1. All development,-redevelopment and activities subject to Chapter 13.36 and not exempt thereunder shall be a regulated activity subject to this chapter and shall be subject to the applicable requirements of the manual and maintenance as required by this Chapter.
2. If new development, redevelopment and activities at sites below the regulatory threshold of this chapter or Chapter 13.36 SWMC were subject to regulation at the time of permitting, they shall continue to be subject to stormwater regulations, even if the site activities resulted in land disturbances of less than the any threshold. The local stormwater requirements in effect at the time of permit issuance shall apply.
3. Existing publicly and privately-owned institutional, commercial, and industrial sites where land uses and activities have the potential to generate pollutants to the MS4.

13.40.070 Maintenance requirements.

A. Maintenance Required. All stormwater facilities and BMPs shall be operated and maintained in accordance with this chapter, the manual, including the minimum standards and BMPs in the manual, the Western Washington Phase II Municipal Stormwater Permit, the Sedro-Woolley stormwater management plan, development covenants, conditions and restrictions, and approved facilities operation and maintenance manuals. The director may require a memorandum advising of approved project operations and maintenance manuals to be recorded with Skagit County Auditor.

B. Compliance General. It shall be the duty of the owner to maintain, repair and restore, at the owner's expense, all private storm water and drainage systems and BMPs located on the owner's property or within an area of shared interest owned in common with other property owners. Maintenance shall be performed in accordance with the manual and in accordance with any maintenance schedule or approved operations and maintenance manual for the facility or property that was adopted during the plan review process for constructing the facilities. Should private storm water facilities not be maintained, repaired and restored in accordance with standards of this Chapter, then the city may choose to perform the necessary maintenance, repair or restoration and charge the property owner or property owners' association in accordance with the provisions of this Chapter.

C. Compliance for certain large facilities. The owner or operator of an institutional, commercial or industrial establishment, as defined in the manual, that has the potential to generate pollutants into the city storm sewer system shall provide appropriate protections from accidental discharge of prohibited materials, illicit discharges or other delivery of wastes through the use of applicable structural and non-structural source control BMPs in the manual. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge as defined in Chapter 13.42, shall be required to implement additional structural and non-structural source control BMPs to

prevent further discharge of pollutants to the storm sewer system as part of maintenance, repair and restoration.

D. Financial Responsibility. The director may require a bond or other surety, or a blocked or assigned fund in a federally insured financial institution, as security for the permanent maintenance, operation, restoration and repair of the stormwater facilities, as a condition of project or plat approval, on such conditions as the director deems reasonable, considering the size and cost of the facility. Whether any such security is provided, the property owner or owners, the Homeowner's Association or the person or entity causing discharge or a maintenance, repair or restoration failure shall be responsible for the costs associated with said discharge, and the costs of maintenance, repair or restoration.

E. City Cleanup, Maintenance and Repair. Notwithstanding any other provision of this chapter, where the public health or general welfare requires that cleanup of discharges, and/or repair, maintenance, or restoration of a facility subject to this Chapter, the City may undertake such cleanup, repair, maintenance or restoration. The costs incurred by the City shall be a charge against the responsible parties, and a lien against the property from where the discharge came, or the property where the facility is located may be imposed by the director..

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

The following are the minimum standards for the maintenance of storm water facilities and BMPs:

- (1) No person shall cause or permit any drainage system located on the owner's property to be obstructed, filled, graded, or used for disposal of debris.
- (2) Inspection frequency shall be as specified in the manual or approved maintenance manual. Records of the inspection shall be retained on site or by the owner or administrator of the facility. If records are requested by the director, response and providing of the records is required within 90 days.
- (3) Vegetated storm water facilities, such as grassed swales and biofilters, shall be inspected, mowed and replanted as required by the manual or other applicable maintenance manual as set forth herein.
- (4) When an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed in accordance with the following schedule:
 - (a) Within one year for typical maintenance of facilities, except catch basins.
 - (b) Within six months for catch basins.
 - (c) Within two years for maintenance that requires construction of less than \$25,000.
- (5) Disposal of waste from maintenance activities shall be conducted in accordance with Chapter [173-304](#) WAC, Minimum Functional Standards for Solid Waste Handling; guidelines published by the Washington State Department of Ecology for disposal of waste materials from storm water maintenance activities; and, where appropriate, Chapter [173-303](#) WAC, Dangerous Waste Regulations.

13.40.080 Maintenance of drainage ditches.

(1) Open drainage ditches located on private property or within public drainage easements shall be cleaned, maintained and protected in continuous compliance with the standards and specifications of the city. Responsibility for such work shall be borne by the owner of the underlying property; provided, that the city shall bear such responsibility for regional drainage ditches, as determined by the director of the department of public works, if the same are publicly owned or within public easements which are accessible to city personnel. Any party may appeal a determination of the director in this regard to the city council, and the decision of the city council shall be final.

(2) No person shall cause or permit open drainage swales and ditches to be obstructed, filled, graded or used for disposal of debris.

(3) Upon receiving express approval from the director of the department of public works, a property owner may convert a drainage ditch into an enclosed drainage system. Such work shall be performed in compliance with the standards and specifications of the city and shall be subject to inspection and approval by the department of public works.

13.40.085 Maintenance of low impact development (LID) facilities.

(1) Approved LID facilities, which are located on private property or in public street rights-of-way but dedicated to private ownership, shall be cleaned, maintained, restored and protected in continuous compliance with this title, the standards and specifications of the city, and any recorded maintenance agreements. Responsibility for such work shall be borne by the owner of the underlying property or parties with shared ownership interest.

(2) Property owners shall inspect and maintain approved LID facilities in accordance with the maintenance requirements set forth in the manual, or the most current edition of the LID Technical Guidance Manual for Puget Sound, as needed or as specified in said manual and in city standards, maintenance specifications, and any recorded maintenance agreements.

(3) If an approved LID facility required to be maintained by a private property owner fails to perform as designed due to lack of maintenance, the city has the authority to perform the necessary maintenance, and to recoup the costs incurred from the property owner directly or by listening the property.

13.40.090 Authority.

A. Director. The director or a designee/inspector shall administer and enforce this chapter and shall be referred to as the director.

B. Inspection Authority. The director is directed and authorized to develop an inspection program for private stormwater facilities, and existing public, commercial and industrial sites with the potential to generate pollutants.

C. Plan, Manual, and Inspection Schedule. All activities and facilities which are subject to this chapter shall submit a permanent maintenance plan, maintenance and operations manual, and an inspection schedule, which shall be subject to the approval of the director. Compliance with the plan, maintenance manual and inspection schedule shall be a condition of project approval.

D. Previously Constructed Facilities. This chapter shall apply to stormwater facilities which were legally constructed to the extent permitted and required by the manual. The facilities shall be subject to inspection for compliance with the original conditions of approval and the applicable standards of this chapter.

13.40.100 Inspection program.

A. Inspection. The director is authorized to inspect during regular working hours and at other reasonable times all private stormwater drainage systems, BMPs, and existing public, commercial, and industrial sites with the potential to generate pollutants within the city to determine compliance with the provisions of this chapter. The director shall establish a master list of all known stormwater facilities that are not owned by the city.

The following schedule shall apply:

- 1 Stormwater facilities permitted and constructed after February 2007 shall be inspected annually.
2. Stormwater facilities permitted and constructed prior to February 2007 will be inspected on an as-needed schedule.
3. Facilities which the director has reason to believe are not being maintained or operated consistent with permit approvals or as designed, may be inspected by the director at any time, as set forth below.
4. Existing public, commercial and industrial sites with the potential to generate pollutants to the city stormwater system shall be inspected at least once in a five-year period.

B. Procedures. Prior to making any inspections, the inspector shall present identification credentials, state the reason for the inspection and request entry.

1. If the property or any building or structure on the property is unoccupied, the inspector shall first make a reasonable effort to locate the owner or any other person(s) having charge or control of the property or portions of the property and request entry.
2. If after reasonable effort, the inspector is unable to locate the owner or other person(s) having charge or control of the property and has reason to believe the condition of the stormwater drainage system creates an imminent hazard to persons or property, the inspector may enter.
3. Unless entry is consented to by the owner or person(s) in control of the property or portion of the property or unless conditions are reasonably believed to exist which create imminent threat to public safety, the inspector shall obtain a search warrant, prior to entry, as authorized by the laws of the state of Washington.
4. The inspector may inspect the stormwater drainage system without obtaining a search warrant provided for in subsection (B)(3) of this section, provided the inspection can be conducted while remaining on public property or other property on which permission to enter is obtained.

C. Inspection and Maintenance Records. As existing stormwater facilities are encountered, they shall be added to the master list and maintenance schedule, if applicable. Records of new stormwater facilities shall include the following:

1. As-built plans and locations;
2. Findings of fact from any exemptions granted by the local government;
3. Operation and maintenance requirements and records of inspections, maintenance actions and frequencies;
4. Engineering reports, as appropriate.

D. Easement. The director may require, as a condition of project approval, that the city of Sedro-Woolley be conveyed a permanent easement to access the permitted stormwater facilities for purposes of inspection and emergency maintenance, restoration and repairs.)

13.40.110 Civil enforcement.

A. The director shall enforce this chapter. Violations of this chapter shall be subject to civil penalties and process as set forth in Title [18](#). It shall be a violation of this chapter to (1) engage in any regulated activity without a permit issued pursuant to this chapter, (2) violate the terms and conditions of a permit issued pursuant to this chapter, (3) permit, allow, or commit an illicit discharge prohibited by Chapter 13.42., or (3) fail to maintain, repair or restore a facility as required by this Chapter.

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

13.40.120 Criminal violation.

In addition to any civil penalty or civil enforcement action, a willful violation of this chapter by any person shall constitute a gross misdemeanor punishable by a five-thousand-dollar fine, imprisonment in jail not to exceed one year, or both.

13.40.130 Fees.

The applicant shall pay all fees and costs as established by ordinance or resolution prior to project approval or other review or inspections pursuant to this chapter. If no separate fee is established, the applicant shall pay a fee based on the hourly rate for city engineering services established by separate ordinance or resolution for plan review.

ATTACHMENT C

**A new Chapter 13.42, Illicit Discharge Detection and Elimination
(IDDE) added to Division II of Title 13 of the Sedro-Woolley
Municipal Code**

Chapter 13.42

ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)

Sections:

- 13.42.010 Purpose/objectives.**
- 13.42.020 Applicability.**
- 13.42.030 Definitions.**
- 13.42.040 Prohibited discharges.**
- 13.42.050 Allowable discharges.**
- 13.42.060 Conditional discharges.**
- 13.42.070 Prohibition of illicit connections.**
- 13.42.080 Access to premises.**
- 13.42.090 Requirements to prevent, control, and reduce storm water pollutants by the use of best management practices (BMPs).**
- 13.42.100 Watercourse protection.**
- 13.42.110 Notification of spills.**
- 13.42.120 Enforcement.**
- 13.42.130 Severability.**
- 13.42.140 Ultimate responsibility.**

13.42.010 Purpose/objectives.

The purpose of this chapter is to provide for the health, safety, and general welfare of the citizens of Sedro-Woolley through the regulation of non-storm water discharges to the city's storm drainage system to the maximum extent practicable as required by federal and state law. This chapter establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process.

The objectives of this chapter are:

- (1) To regulate the contribution of pollutants to the MS4 by storm water discharges by any user;
- (2) To prohibit illicit connections and discharges to the MS4 ; and
- (3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this chapter.

13.42.020 Applicability.

This chapter shall apply to all water entering the municipal separate storm sewer system (MS4) from any developed and undeveloped lands unless explicitly exempted by the city.

13.42.030 Definitions.

“AKART” is an acronym and means and stands for “all known, available, and reasonable methods of prevention, control, and treatment.” See also the State Water Pollution Control Act, RCW [90.48.010](#) and [90.48.520](#).

“Best management practices (acronym BMPs)” means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and structural or managerial practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

“Director of public works” or “director” means the director of the public works department or his/her designee.

“Ground water” means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.

“Hazardous materials” means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

“Hyperchlorinated” means water that contains more than 10 mg/liter chlorine.

“Illicit discharge” means any direct or indirect non-storm water discharge to the city’s storm drain system, except as expressly exempted by this chapter.

“Illicit connection” means any manmade conveyance that is connected to a municipal separate storm sewer without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the municipal separate storm sewer system.

“Municipal separate storm sewer system (MS4)” means a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains, which are:

- (a) Owned or operated by the city of Sedro-Woolley;
- (b) Designed or used for collecting or conveying storm water;
- (c) Not part of a publicly owned treatment works (acronym POTW) “POTW” means any device or system used in treatment of municipal sewage or industrial wastes of a liquid nature which is publicly owned); and
- (d) Not a combined sewer. “Combined sewer” means a system that collects sanitary sewage and storm water in a single sewer system. A not combined sewer conveys either only sanitary sewage or only storm water.

“National Pollutant Discharge Elimination System (acronym NPDES) storm water discharge permit” means a permit issued by the Environmental Protection Agency (EPA) (or by the Washington Department of Ecology under authority delegated pursuant to [33 U.S.C. Section 1342\(b\)](#)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

“Non-storm water discharge” means any discharge to the storm drain system that is not composed entirely of storm water.

“Person” means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner of a premises or as the owner’s agent.

“Pollutant” means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous materials, substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

“Premises” means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

“Storm or storm water drainage system” means publicly owned facilities, including the city’s municipal separate storm sewer system, by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets,

piped storm drains, pumping facilities, retention and detention basins, natural and human made or altered drainage channels, reservoirs, and other drainage structures.

“Storm water” means runoff during and following precipitation and snowmelt events, including surface runoff, drainage or interflow.

“Stormwater manual” or “manual” means Appendix I of the current NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the current Department of Ecology Stormwater Management Manual for Western Washington (“SWMMWW”).

13.42.040 Prohibited discharges.

(1) No person shall throw, drain, or otherwise discharge, cause or allow others under its control to throw, drain or otherwise discharge into the municipal storm drain system any materials other than storm water.

(2) Examples of prohibited materials include but are not limited to the following:

- (a) Trash or debris.
- (b) Construction materials.
- (c) Petroleum products including but not limited to oil, gasoline, grease, fuel oil and heating oil.
- (d) Antifreeze and other automotive products.
- (e) Metals in either particulate or dissolved form.
- (f) Flammable or explosive materials.
- (g) Radioactive material.
- (h) Batteries.
- (i) Acids, alkalis, or bases.
- (j) Paints, stains, resins, lacquers, or varnishes.
- (k) Degreasers and/or solvents.
- (l) Drain cleaners.
- (m) Pesticides, herbicides, or fertilizers.
- (n) Steam cleaning wastes.
- (o) Soaps, detergents, or ammonia.

- (p) Swimming pool cleaning products, pool wastewater or pool filter backwash waters.
- (q) Chlorine, hyperchlorinated waters, bromine, or other disinfectants.
- (r) Heated water.
- (s) Domestic animal wastes.
- (t) Sewage.
- (u) Recreational vehicle waste.
- (v) Animal carcasses.
- (w) Food wastes.
- (x) Bark and other fibrous materials.
- (y) Lawn clippings, leaves, or branches.
- (z) Silt, sediment, concrete, cement or gravel.
- (aa) Dyes. Unless approved by the city.
- (bb) Wash water.
- (cc) Chemicals not normally found in uncontaminated water.
- (dd) Pollutants.
- (ee) Any other process-associated discharge except as otherwise allowed in this section.
- (ff) Any hazardous materials or waste not listed above.

13.42.050 Allowable discharges.

The following types of discharges shall not be considered illegal discharges for the purposes of this chapter unless the director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or ground water:

- (1) Diverted stream flows.
- (2) Rising ground waters.
- (3) Uncontaminated ground water infiltration –as defined in [40 CFR 35.2005\(b\)\(20\)](#).
- (4) Uncontaminated pumped ground water.

- (5) Foundation drains.
- (6) Air conditioning condensation.
- (7) Irrigation water from agricultural sources that is commingled with urban storm water.
- (8) Springs.
- (9) Uncontaminated water from crawl space pumps.
- (10) Footing drains.
- (11) Flows from riparian habitats and wetlands.
- (12) Discharges from emergency firefighting activities.

13.42.060 Conditional discharges.

The following types of discharges shall not be considered illegal discharges for the purposes of this chapter if they meet the stated conditions, or unless the director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or ground water:

- (1) Potable water, including but not limited to water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. These planned discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 parts per million or less, pH-adjusted if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the storm water system.
- (2) Lawn watering and other irrigation runoff. These discharges shall be minimized as much as possible using best management practices.
- (3) Dechlorinated swimming pool, spa and hot tub discharges. These discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 parts per million or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent resuspension of sediments in the storm water system. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the storm water system.
- (4) Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents. These discharges shall be permitted if the amount of street wash and dust control water used is minimized. At active construction sites, street sweeping must be performed prior to washing the street.
- (5) Non-storm water discharges covered by another NPDES permit. These discharges shall be in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations.

(6) Other non-storm water discharges. These discharges shall be in compliance with the requirements of a pollution prevention plan reviewed and approved by the city, which addresses control of such discharges by applying AKART to prevent contaminants from entering surface or ground water.

13.42.070 Prohibition of illicit connections.

(1) The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.

(2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(3) A person is considered to be in violation of this section if the person connects a line conveying a not allowable discharge to the MS4 or if the person knows of a connection conveying a not allowable discharge and allows it to continue.

13.42.080 Access to premises.

(1) As a condition of approval of storm water facilities pursuant Chapters 13.36 , property owners shall be deemed to have permitted the city to enter and inspect premises subject to regulation under this title 13, as set forth in this section and as often as may be reasonably necessary to determine compliance with this title. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the city.

(2) Premises owners, occupiers and their agents shall allow the city ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of this title and the performance of any additional duties as defined by state and federal law.

(3) The city shall have the right to set up on any premises such devices as are necessary in the opinion of the director to conduct monitoring and/or sampling of the storm water discharge.

(4) The city has the right to require premises owners, occupiers or their agents to install monitoring equipment as necessary. The monitoring equipment shall be maintained at all times in a safe and proper operating condition by the premises owners, occupiers, or their agents at their own expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy. Written proof of calibration shall be maintained and shall be subject to inspection by the City on request.

(5) Any temporary or permanent obstruction to safe and easy access to the premises to be inspected and/or sampled shall be promptly removed by the premises owner, occupiers or their agents at the written or oral request of the city and such obstruction shall not be replaced. The costs of clearing such access shall be borne by the premises owner or occupier.

(6) Unreasonable delays in allowing the city access to a premises is a violation of this chapter. A person who is the owner or operator of a premises commits a violation if the person denies the city

reasonable access to the premises for the purpose of conducting any activity authorized or required by this chapter.

13.42.090 Requirements to prevent, control, and reduce storm water pollutants by the use of best management practices (BMPs).

The Stormwater Manual sets forth approved best management practices (BMPs). To the extent required by the Stormwater Manual all owners of property and all persons or parties responsible for discharges shall comply with the Stormwater Manual. The owner or operator of a commercial or industrial establishment shall provide, at its own expense, reasonable protection from accidental discharge of prohibited discharges into the municipal storm drain system or watercourses through the use of structural and nonstructural BMPs. Further, any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system.

13.42.100 Watercourse protection.

Every person owning or leasing property through which a watercourse passes shall keep and maintain that part of the watercourse within the property free of trash, debris, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

13.42.110 Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a premises or operation, or responsible for emergency response for a premises or operation, has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into storm water, the storm drain system, or water of the state flowing through the city, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the public works department in person or by phone or facsimile no later than the next business day. If the illicit discharge of prohibited materials or pollutants emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence.

13.42.120 Enforcement.

Enforcement of the provisions of this chapter shall be as set forth in SWMC Title 18. Included in the city's abatement costs that may be recovered under the provisions of SWMC Title 18 are the costs of abatement, sampling, or monitoring costs incurred if a violator fails to comply with the provisions of this chapter.

13.42.130 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

13.42.140 Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards. Compliance with the standards established under this chapter does not relieve persons from any responsibility or obligation imposed pursuant to any other local, state, or federal regulation.

Chapter 13.36

STORMWATER MANAGEMENT

Sections:

- [13.36.010 Purpose.](#)
- [13.36.020 Definitions.](#)
- [13.36.030 Abrogation and interpretation of provisions.](#)
- [13.36.040 Applicability.](#)
- [13.36.050 Stormwater management manual and Appendix I of permit adopted—
Administrative provisions authorized.](#)
- [13.36.060 Regulated activities and exempt activities.](#)
- [13.36.070 Adjustments and variances.](#)
- [13.36.080 Stormwater minimum requirements and best management practices \(BMPs\).](#)
- [13.36.090 Prohibitions.](#)
- [13.36.100 Administration.](#)
- [13.36.110 Civil enforcement.](#)
- [13.36.120 Criminal violation.](#)
- [13.36.130 Fees.](#)

13.36.010 Purpose.

It is the purpose of this chapter to:

- A.—Minimize water quality degradation and sedimentation in streams, ponds, lakes, wetlands and other water bodies;
- B.—Minimize the impact of increased runoff, erosion and sedimentation caused by land development and maintenance practices;
- C.—Maintain and protect groundwater resources;
- D.—Minimize adverse impacts of alterations on ground and surface water quantities, locations and flow patterns;
- E.—Decrease potential landslide, flood and erosion damage to public and private property;
- F.—Promote site planning and construction practices that are consistent with natural topographical, vegetational and hydrological conditions;
- G.—Maintain and protect the city stormwater management infrastructure and those downstream;
- H.—Provide a means of regulating clearing and grading of private and public land while minimizing water quality impacts in order to protect public health and safety; and

I.—Provide minimum development regulations and construction procedures which will preserve, replace or enhance, to the maximum extent practicable, existing vegetation to preserve and enhance the natural qualities of lands, wetlands and water bodies. (Ord. [2015-22](#) § 1 (Exh. A), 2022; Ord. [1687-10](#) § 1 (Exh. A (part)), 2010)

The purpose of this chapter is to promote sound development policies and construction procedures which respect the city's watercourses; to minimize water quality degradation and control of sedimentation of creeks, streams, ponds, lakes, and other water bodies; to protect the life, health, and property of the general public; to preserve and enhance the suitability of waters for contact recreation and fish habitat; to preserve and enhance the aesthetic quality of the waters; to maintain and protect valuable ground water quantities, locations, and flow patterns; to ensure the safety of city roads and rights-of-way; and to decrease drainage-related damages to public and private property.

13.36.015 Stormwater management manual adopted.

The current Department of Ecology Stormwater Management Manual for Western Washington (Stormwater Manual), and as amended by this code, is hereby adopted as the city's minimum storm water regulations, technical reference manual and maintenance standard and is hereinafter referred to as the "Stormwater Manual." Storm water infrastructure shall also be designed and constructed in accordance with the city's Public Works Department Standards (SWPWDS)

13.36.020 Definitions.

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

For the purpose of this chapter and other provisions in this title related to storm water, certain terms, phrases, words and their derivatives shall be defined and construed as specified in the Stormwater Manual and in this title. Words used in the singular include the plural, and the plural the singular. The words "shall," "will" and "must" are mandatory; the words "should" and "may" are permissive. When any definition in this title conflicts with definitions in the Stormwater Manual or any other ordinance of the city, that which provides more environmental protection shall apply unless specifically provided otherwise in this title.

A.—Wetlands-Guidance Appendices, Definitions of the SWMMWW;

B.—The glossary and notations in the current Department of Ecology SWMMWW; 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.

"Department" means Washington State Department of Ecology.

"Director" means the public works director or his designee.

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

"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.

"Stormwater management manual" or "manual" means Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the current Department of Ecology Stormwater Management Manual for Western Washington ("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.

"SWMMWW" means the current Ecology Stormwater Management Manual for Western Washington. (Ord. [2015-22](#) § 1 (Exh. A), 2022; Ord. [1855-16](#) § 2, 2016; Ord. [1687-10](#) § 1 (Exh. A (part)), 2010)

"Applicant" means any person who has applied for a development permit or approval.

"Department" means the public works department of the city of Sedro-Woolley, as appropriate for capital or private development projects.

"Developer" means the person(s) applying for permits or approvals, whether an individual(s) or corporation(s) or governmental agency(ies).

"Director of public works" or "director" means the director of the public works department or his/her designee.

"Discharge storm water directly or indirectly to the Sedro-Woolley small municipal separate storm sewer system (MS4)" means that:

(a) The drainage system installed is in right-of-way or an area that will become right-of-way after construction and final site approval;

(b) The drainage system installed will become publicly owned after construction and final site approval;

(c) The drainage system installed is intended to overflow to a portion of the existing MS4 or public right-of-way; or

(d) The drainage system installed is intended to outfall into a portion of the existing MS4 or public right-of-way.

"Drainage system" or "storm drainage system" or "storm water system" means the same as the Stormwater Manual definition for "storm water drainage system."

"Engineer" means the city engineer or development services manager, as designated for enforcement of capital or private development activities, of Sedro-Woolley.

“Existing grade” means the grade prior to grading.

“Finish grade” means the final grade of the site, which conforms to the approved plan.

“Grading” or “grading activity” means any excavating, filling, grubbing or grading or combination thereof.

“Municipal separate storm sewer system (MS4)” means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

(a) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, storm water, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of the United States;

(b) Designed or used for collecting or conveying storm water;

(c) Which is not a combined sewer;

(d) Which is not part of a publicly owned treatment works (POTW) as defined in the Code of Federal Regulations at 40 CFR 122.2; and

(e) Which is defined as “large” or “medium” or “small” or otherwise designated by Ecology pursuant to 40 CFR 122.26.

“Parcel” means a tract or plot of land of any size, which may or may not be subdivided or improved.

“Planned residential developments” refers to residential developments which are planned and/or developed in several stages but submitted together for approvals, and which typically consist of clusters of structures interspersed with areas of common open spaces (refer to Chapter 17.43 SWMC).

“Private drainage system” or “private storm water disposal systems” means drainage systems located on private property that may or may not discharge directly as through pipes, channels, etc., or indirectly as sheet flow, subsurface flow, etc., into the city’s drainage system.

“Public storm drainage system” means that portion of the drainage system of the city located on public right-of-way, easements or other property owned by the city. Public storm drainage system does not include low impact development BMPs such as bioswales, infiltration ponds, pervious pavement, and other associated low impact development infrastructure located within easements held by the city of Sedro-Woolley for inspection purposes only.

“Small municipal separate storm sewer system” or “small MS4” means an MS4 that is not defined as “large” or “medium” pursuant to 40 CFR 122.26(b)(4) and (7) or designated under 40 CFR 122.26(a)(1)(v).

“Stormwater management manual”, “Stormwater Manual” or “manual” means Appendix I of the current NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the current Department of Ecology Stormwater Management Manual for Western Washington (“SWMMWW”).

13.36.030 Abrogation and interpretation of provisions.

A. Abrogation and Greater Restrictions. It is not intended that this chapter repeal, abrogate or impair any existing ordinances, regulations, issued permit requirements, easements, covenants or deed restrictions, except as expressly stated. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

B. Interpretation. The provisions of this chapter shall be liberally construed to serve the purposes of this chapter. (Ord. [2015-22](#) § 1 (Exh. A), 2022; Ord. [1687-10](#) § 1 (Exh. A (part)), 2010)

13.36.040 Applicability.

A.—When any provision of any other ordinance of the city conflicts with this chapter, that which provides the higher standard of environmental protection shall apply unless specifically provided otherwise in this chapter.

B.—Prior to the applicant fulfilling the requirements of this chapter and obtaining a stormwater management permit or approval, the city shall not grant any approval or permission to conduct a regulated activity, including but not limited to the following: building permit, commercial or residential; binding site plan; conditional use permit; franchise right-of-way construction permit; fill, grading and clearing permit; master plan development; planned unit development; right-of-way permit; shoreline substantial development permit; shoreline variance; shoreline conditional use permit; shoreline environmental redesignation; unclassified use permit; variance; zone reclassification; subdivision; short subdivision; special use permit; sewer discharge, utility and other use permit; zone reclassification; or any subsequently adopted permit or required approval not expressly exempted by this chapter.

C.—Regulated activities as defined in Section [13.36.060](#) shall be conducted and a stormwater management permit or approval shall be issued only after the city approves a stormwater site plan (SSP) which meets the requirements of the manual.

D.—In most situations, nonpermanent development activities shall be governed by the stormwater management permit. At the completion of the activities governed by the stormwater management permit, the continuing maintenance and operation of any facilities that continue in operation will be governed by the stormwater maintenance permit issued pursuant to Chapter [13.40](#). Both permits will be issued by the director, and shall be administered together to meet the minimum requirements and BMPs of the manual. (Ord. [2015-22](#) § 1 (Exh. A), 2022; Ord. [1687-10](#) § 1 (Exh. A (part)), 2010)

(1) Storm water management review and approval by the city is required when any new development, redevelopment, or proposed construction site project meets or exceeds the threshold conditions defined in the Stormwater Manual (e.g., new impervious area, drainage system modifications, redevelopments, etc.) and/or is subject to a city development permit or approval requirement. All the provisions of this title are applicable to any project requiring storm water management review and approval.

(2) Commencement of construction work under any of the nonexempt actions, permits, or applications shall not begin until the department approves a storm water pollution prevention plan (SWPPP) pursuant to the requirements of the Stormwater Manual.

(3) If new development and redevelopment at sites below the regulatory threshold of this chapter were subject to regulation at the time of permitting, they shall continue to be subject to stormwater regulations, even if the site activities resulted in land disturbances of less than the one-acre threshold. The local stormwater requirements in effect at the time of permit issuance shall apply, unless the minimum requirements for new development and redevelopment contained in this chapter are applicable.

Commented [DL1]: From current 13.36

(4) Unless otherwise specified in this chapter, all standards, definitions, and requirements shall be in accordance with the Stormwater Manual.

(5) The following activities are exempt from the minimum requirements set forth in the Stormwater Manual even if such practices meet the definition of new development or redevelopment:

(a) Forest Practices. Forest practices regulated under WAC Title 222, except for Class IV, General forest practices that are conversions from timberland to other uses, are exempt from the provisions of the minimum requirements.

(b) Commercial Agriculture. Commercial agriculture practices involving working the land for production are generally exempt. However, the conversion from timberland to agriculture and the construction of impervious surfaces are not exempt.

(c) Oil and Gas Field Activities or Operations. Construction of drilling sites, waste management pits, and access roads, as well as construction of transportation and treatment infrastructure such as pipelines, natural gas treatment plants, natural gas pipeline compressor stations, and crude oil pumping stations are exempt. Operators are encouraged to implement and maintain best management practices to minimize erosion and control sediment during and after construction activities to help ensure protection of surface water quality during storm events.

(d) Pavement Maintenance.

(i) The following pavement maintenance practices are exempt: pothole and square cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regrading drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, and vegetation maintenance.

(ii) The following pavement maintenance practices are not categorically exempt. The extent to which the minimum requirements in the Stormwater Manual apply is explained for each circumstance.

(A) Removing and replacing a paved surface to base course or lower, or repairing the roadway base: If impervious surfaces are not expanded, the Stormwater Manual minimum requirements Nos. (1) through (5) apply.

(B) Extending the pavement edge without increasing the size of the road prism, or paving graveled shoulders: These are considered new impervious surfaces and are subject to the minimum requirements in the Stormwater Manual that are triggered when the thresholds identified for redevelopment projects are met.

(C) Resurfacing by upgrading from dirt to gravel, asphalt, or concrete; upgrading from gravel to asphalt, or concrete; or upgrading from a bituminous surface treatment ("chip seal") to asphalt or concrete: These are considered new impervious surfaces and are subject to the minimum requirements in the Stormwater Manual that are triggered when the thresholds identified for redevelopment projects are met.

(e) Underground Utility Projects. Underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics are only subject to the Stormwater Manual, Minimum Requirement No. 2, Construction Storm Water Pollution Prevention Plan (SWPPP).

13.36.040 Minimum requirement thresholds.

The minimum requirements applicable to any project shall be determined as noted in the Stormwater Manual. Not all of the minimum requirements in the Stormwater Manual apply to every development or redevelopment project. The applicability varies depending on the type and size of the project. See the Stormwater Manual for more information about each of the minimum requirements.

13.36.050 Low impact development (LID).

(1) Low impact development (LID) is a storm water management and land development strategy utilized in site design and construction that emphasizes conservation and use of on-site natural features integrated with engineered, small-scale hydrologic controls to mimic natural hydrologic functions. Implementation of LID benefits streams, lakes, and Puget Sound by moderating the impacts of storm water runoff generated by the built environment. LID techniques are the preferred and commonly used approach to site development with traditional, structural storm water management solutions used where LID is infeasible. Low impact development best management practices (LID BMPs) are described in the Stormwater Manual and the Low Impact Development Technical Guidance Manual for Puget Sound, published by the Puget Sound Partnership and Washington State University Extension. LID site design objectives are:

- (a) To retain or restore native forest cover to capture, infiltrate, and evaporate all or a portion of the rainfall on a site;
- (b) To confine development to the smallest possible footprint and minimize land disturbance and site grading;
- (c) To preserve or restore the health and water-holding capacity of soils;
- (d) To incorporate natural site features that promote storm water infiltration;
- (e) To minimize all impervious surfaces and especially those that drain to conventional piped conveyances;
- (f) To manage storm water through infiltration, bioretention, and dispersion;
- (g) To manage storm water runoff as close to its origin as possible in small, dispersed facilities;
- (h) Locate buildings away from critical areas and soils that provide effective infiltration;

Commented [DL2]: Better LID section than orig 13.36

(i) Increase reliability of the storm water management system by providing multiple or redundant LID flow control practices; and

(j) Integrate storm water controls into the development design and utilize the controls as amenities to create a multifunctional landscape.

(2) Use of LID BMPs may reduce or eliminate the need for conventional detention facilities but does not remove the obligation to comply with the minimum requirements in the Stormwater Manual. A variety of BMPs to minimize impervious surfaces and to manage storm water have been developed and tested for use in western Washington. These BMPs and the overall LID approach are described in the Stormwater Manual and the Low Impact Development Technical Guidance Manual for Puget Sound.

(3) The menu of LID BMPs identified in the Stormwater Manual and the Low Impact Development Technical Guidance Manual for Puget Sound are accepted for use in storm water site plans to address the minimum requirements in the Stormwater Manual, subject to the specifications, performance standards, and design criteria in the Stormwater Manual, and city of Sedro-Woolley engineering design and development standards and review and approval under this chapter, as applicable.

(4) Restrictions on conversion of drainage facilities shall be recorded on the face of the plat.

(5) A covenant and easement may also be required to be recorded with the Skagit County auditor's office for each lot containing or served by LID BMP facilities in a form approved by the city attorney. The covenant shall identify requirements and liability for preservation and maintenance of low impact development facilities approved under this chapter and privately held in individual or shared ownership. The easement shall be granted for city access to low impact development facilities on private property to allow inspection, emergency maintenance and repair.

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 current 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. (Ord. [2015-22](#) § 1 (Exh. A), 2022; Ord. [1855-16](#) § 3, 2016; Ord. [1687-10](#) § 1 (Exh. A (part)), 2010)

13.36.060 Regulated activities and exempt activities.

Commented [DL3]: This is now in 13.36.030

A.—Regulated Activities.

- 1.—All development and redevelopment shall be regulated activity subject to this chapter, and shall be subject to the applicable minimum requirements of the manual, unless exempted in subsection B of this section.
- 2.—Not all of the minimum requirements apply to every development or redevelopment project. The applicability of the minimum requirements to a project or activity shall be determined by the thresholds in the manual.
- 3.—If new development and redevelopment at sites below the regulatory threshold of this chapter were subject to regulation at the time of permitting, they shall continue to be subject to stormwater regulations, even if the site activities resulted in land disturbances of less than the one-acre threshold. The local stormwater requirements in effect at the time of permit issuance shall apply, unless the minimum requirements for new development and redevelopment contained in this chapter are applicable.
- 4.—The requirements of this chapter apply to all development and redevelopment within the city of Sedro-Woolley, including sites which do not meet the one-acre-or-larger threshold of the manual.

B.—Exemptions. The following activities are exempt pursuant to the manual from the requirements of this chapter:

- 1.—Forest Practices. Forest practices regulated under WAC Title [222](#), except for Class IV general forest practices that are conversions from timberland to other uses, are exempt from the provisions of the minimum requirements.
- 2.—Commercial Agriculture. Commercial agriculture practices involving working the land for production are generally exempt. However, the conversion from timberland to agriculture, and the construction of impervious surfaces, are not exempt.
- 3.—Oil and Gas Field Activities or Operations. Construction of drilling sites, waste management pits, and access roads, as well as construction of transportation and treatment infrastructure such as pipelines, natural gas treatment plants, natural gas pipeline compressor stations, and crude oil pumping stations are exempt. Operators are encouraged to implement and maintain best management practices to minimize erosion and control

sediment during and after construction activities to help ensure protection of surface water quality during storm events.

4. Road Maintenance.

a. The following road maintenance practices are exempt: pothole and square-cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regrading drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, and vegetation maintenance.

b. The following road maintenance practices are considered redevelopment, and therefore are not categorically exempt:

i. Removing and replacing a paved surface to base course or lower, or repairing the roadway base;

ii. Extending the pavement edge without increasing the size of the road prism, or paving graveled shoulders;

iii. Resurfacing by upgrading from dirt to gravel, asphalt, or concrete; upgrading from gravel to asphalt, or concrete; or upgrading from a bituminous surface treatment ("chip seal") to asphalt or concrete.

5. Underground Utility Projects. Underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics are only subject to minimum requirement for construction stormwater pollution prevention.

C. All other development or redevelopment is subject to one or more of the minimum requirements of the manual. (Ord. [2015-22](#) § 1 (Exh. A), 2022; Ord. [1687-10](#) § 1 (Exh. A (part)), 2010)

13.36.060 Contents of a storm water site plan. SHARE

(1) Storm Water Site Plan Required. New development and redevelopment projects must submit a storm water site plan, prepared using Volume I, Chapter 3 of the adopted Stormwater Manual, for approval by the department.

(2) Contents of Plan. In addition to the requirements described in the Stormwater Manual, an off-site analysis report shall be required.

13.36.070 Development in critical flood, drainage and/or erosion areas.

Development which would increase the volume of discharge from the subject property shall not be permitted in areas where existing flooding, drainage, and/or erosion conditions present an imminent likelihood of harm to the welfare and safety of the surrounding community or property, until such time as the community hazard is alleviated. Where application of the provisions of this section will deny all reasonable use of the property,

Commented [DL4]: Current 13.36 does not have this reference

the director or designee may waive the restrictions on development contained in this section; provided, that the resulting development shall be subject to all of the remaining terms and conditions of this chapter and Chapter 17.65 SWMC, Regulation for Critical Areas.

13.36.070 Adjustments and variances.

Commented [DL5]: These are contained in the SWMMWW

A.—Adjustments. Adjustments to the minimum requirements may be granted by the director; provided, that a written finding of fact is prepared that addresses the following:

- 1.—The adjustment provides substantially equivalent environmental protection.
- 2.—Based on sound engineering practices, the objectives of safety, function, environmental protection and facility maintenance, are met.

Adjustments under this subsection do not require a public notice or hearing, and the decision of the director under this subsection is not subject to appeal.

B.—Exceptions/Variances. Exceptions/variances (exceptions) to the minimum requirements may be granted by the director following legal public notice of an application for an exception or variance, legal public notice of the director's decision on the application, and written findings of fact that documents the director's determination to grant an exception. The director shall keep records, including the written findings of fact, of all local exceptions to the minimum requirements.

Project-specific design exceptions based on site-specific conditions do not require prior approval of the Department. The director must seek prior approval by the Department for any jurisdiction-wide exception.

The director may grant an exception to the minimum requirements if such application imposes a severe and unexpected economic hardship. To determine whether the application imposes a severe and unexpected economic hardship on the project applicant, the director must consider and document with written findings of fact the following:

- 1.—The current (pre-project) use of the site; and
- 2.—How the application of the minimum requirement(s) restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the minimum requirements; and
- 3.—The possible remaining uses of the site if the exception were not granted; and
- 4.—The uses of the site that would have been allowed prior to the adoption of the minimum requirements; and

5.— A comparison of the estimated amount and percentage of value loss as a result of the minimum requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the minimum requirements; and

6.— The feasibility for the owner to alter the project to apply the minimum requirements.

C.— In addition any exception/variances must meet the following criteria:

1.— The exception will not increase risk to the public health and welfare, nor be injurious to other properties in the vicinity and/or downstream, and to the quality of waters of the state; and

2.— The exception is the least possible exception that could be granted to comply with the intent of the minimum requirements.

D.— An exception/variance shall be subject to the same notice requirements and appeal process from the decision of the director as a Type II decision subject to Chapter [2.90](#), to the extent applicable and not inconsistent with this chapter. (Ord. [2015-22](#) § 1 (Exh. A), 2022; Ord. [1687-10](#) § 1 (Exh. A (part)), 2010)

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, 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 or approvals 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.

Commented [DL6]: Elements in this section are covered in other sections. Remove reference to stormwater management and maintenance permit.

F.—The director shall adopt BMPs for low impact development (LID) techniques pursuant to Section [13.36.050](#)(B) as administrative regulations for the implementation of this chapter. The director may adopt specific BMPs and low impact development standards from the SWMMWW or other approved source. In addition, an applicant may seek an adjustment or variance incorporating BMPs for LID techniques into permit approval. (Ord. [2015-22](#) § 1 (Exh. A), 2022; Ord. [1855-16](#) § 4, 2016; Ord. [1687-10](#) § 1 (Exh. A (part)), 2010)

13.36.080 Fees.

The applicant shall pay all fees and costs as established by ordinance or resolution prior to approval or other review and inspections pursuant to this chapter. If no separate fee is established, the applicant shall pay a fee based on the hourly rate for city engineering services established by separate ordinance or resolution for plan review and inspections.

13.36.090 Prohibitions.

A.—Illicit discharge to stormwater drainage systems is prohibited. Illicit discharges are defined as those discharges prohibited by the manual, the Western Washington Phase II Municipal Stormwater Permit, the city of Sedro-Woolley stormwater management plan, and state law.

B.—The following categories of nonstormwater discharges are prohibited unless the stated conditions are met:

- 1.—Discharges from potable water sources, including water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary, and volumetrically and velocity-controlled to prevent resuspension of sediments in the MS4.
- 2.—Discharges from lawn watering and other irrigation runoff. These shall be minimized through, at a minimum, public education activities (see section S5.C.1 of the Western Washington Phase II Municipal Stormwater Permit) and water conservation efforts.
- 3.—Dechlorinated swimming pool discharges. The discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity-controlled to prevent resuspension of sediments in the MS4. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the MS4.
- 4.—Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents. At active construction sites, street sweeping must be performed prior to washing the street.
- 5.—Other nonstormwater discharges. The discharges shall be in compliance with the requirements of a stormwater pollution prevention plan reviewed by the director, which addresses control of such discharges.

Commented [DL7]: Illicit discharge subject moved to new IDDE code 13.42

C.—Development and redevelopment which fails to comply with the requirements of this chapter is prohibited. (Ord. [2015-22](#) § 1 (Exh. A), 2022; Ord. [1687-10](#) § 1 (Exh. A (part)), 2010)

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 are 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 are 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 provisions of the SWMMWW, 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

Commented [DL8]: Elements of this section are contained in other sections of this chapter

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. (Ord. [2015-22](#) § 1 (Exh. A), 2022; Ord. [1855-16](#) § 5, 2016; Ord. [1687-10](#) § 1 (Exh. A (part)), 2010)

13.36.090 Construction standards and specifications.

The director shall approve, prepare, administer, and enforce detailed construction standards and specifications for all storm drainage lines, on-site storm water and erosion control facilities. The city shall not accept ownership or maintenance responsibility for any lines or facilities which are constructed in violation of said standards and specifications.

13.36.100 Review and approval of plans.

All storm water site plans and any other documents required by or prepared in connection with this chapter shall be submitted for review and approval by the director or designee.

The applicant shall keep two sets of plans on site at all times for recording as-built information; one set shall be submitted to the project engineer, and one set shall be submitted to the director at completion of construction and prior to final acceptance of work. The owner and/or contractor shall notify the project engineer and the director when conflicts exist between the plans and field conditions. Conflicts shall be resolved (including plan and profile revisions) and resubmitted for approval prior to proceeding with construction. For further plan retention and revision requirements for storm water site plans and construction storm water pollution prevention plans see the Stormwater Manual. Minimum Requirement No. 2: Construction Storm Water Pollution Prevention Plan (SWPPP).

13.36.110 Civil enforcement.

A.—The director shall enforce this chapter. Violations of this chapter shall be subject to civil penalties and process as set forth in Title [18](#). It shall be a violation of this chapter to (1) engage in any regulated activity without a permit issued pursuant to this chapter, (2) to violate the terms and conditions of a permit issued pursuant to this chapter, or (3) to permit, allow, or commit an illicit discharge prohibited by this chapter.

B.—The director is authorized to seek injunctions, restraining orders, and other civil relief in court as is necessary to enforce this chapter. (Ord. [2015-22](#) § 1 (Exh. A), 2022; Ord. [1855-16](#) § 6, 2016; Ord. [1687-10](#) § 1 (Exh. A (part)), 2010)

13.36.120 Inspections – Construction.

All activities regulated by this chapter shall be inspected by the engineer and/or public works department. Projects shall be inspected at various stages of the work to determine that adequate control is being exercised. 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 or designee, a special inspection and/or testing shall be performed.

Prior to any clearing, grading, filling, and/or drainage facility construction, the contractor may be required to conduct a preconstruction conference with the city's engineering construction inspector to coordinate the project.

(1) All projects which include clearing, grading, filling or drainage shall be subject to inspection by the city engineer or his designee, who shall be granted reasonable right of entry to the work site by the permittee. When required by the city engineer, special inspection of the grading operations and special testing shall be performed by qualified professionals employed by the permittee. Inspections in conjunction with hydraulic permits will be performed and enforced by the Washington State Department of Fisheries or Wildlife.

(2) Each site that has an approved grading, erosion and sediment control or other required plans must be inspected as necessary to ensure that the sediment control measures are installed and effectively maintained in compliance with the approved plan and permit requirements. Where applicable, the permittee must obtain inspection by the city at the following stages:

(a) Following the installation of sediment control measures or practices and prior to any other land-disturbing activity;

(b) During the construction of sediment basins or storm water management structures;

(c) During rough grading, including hauling of imported or wasted materials;

(d) Prior to the removal or modification of any sediment control measure or facility; and

(e) Upon completion of final grading, including establishment of groundcover and planting, installation of all vegetative measures, and all other work in accordance with an approved plan and/or permit.

(3) The permittee may secure the services of an engineer, subject to the approval of the city engineer, to inspect the construction of the facilities and provide the city with a fully documented certification that all construction is done in accordance with the provisions of an approved grading, erosion and sedimentation control or other required plan, applicable rules, regulations, permit conditions and specifications. If

inspection certification is provided by the city, the permit may be waived. In these cases the city shall be notified at the required inspection points and may make spot inspections. The engineer shall use the "Engineer's Construction Inspection Report" form for certification of the construction or other similar form approved by the city engineer.

(4) Soils Approval. This inspection/approval applies when engineered soils, bioretention soil mixes, compost amended soils, soils to meet BMP T5.13, Post Construction Soil Quality and Depth, from Chapter 5, Volume V of the Stormwater Manual, or other specific soil mixes are used as a design feature of a storm water facility. The developer must demonstrate that the soil mixes approved on the plans are used for construction;

(5) System-wide inspections for residential developments will take place after all flow control and water quality treatment facilities are completed during the period of heaviest house construction to identify maintenance needs and enforce compliance with maintenance standards as needed;

(6) When low impact development BMPs or permanent storm water treatment and flow control BMPs/facilities are installed that are designed to infiltrate, the city may require the permit holder to verify proper installation and function. A licensed geotechnical engineer or other qualified personnel, as approved by the city, shall follow the testing procedures Stormwater Manual for other facility types. Permit holders are responsible for cost of testing and ensuring all facilities meet design standards and specifications;

(7) A final inspection by the city will be required at the end of the two-year maintenance bond period. The developer will be responsible for repairing any deficiencies found as a result of the city inspection.

In some circumstances not all of the above inspections may be necessary. It shall be at the discretion of the public works director or designee to waive or combine any of the above inspections as dictated by conditions.

The public works director or designee shall inspect the work and shall either approve the same or notify the applicant in writing in what respects there has been failure to comply with the requirements of the approved plan. Any portion of the work which does not comply shall be promptly corrected by the applicant. The public works director or designee may make unscheduled site inspections to ensure compliance. Uncorrected violations will be subject to the provisions of Title 18;

13.36.120 Criminal Violation.

In addition to any civil penalty or civil enforcement action, a willful violation of this chapter by any person shall constitute a gross misdemeanor punishable by a five-thousand-dollar fine, imprisonment in jail not to exceed one year, or both. (Ord. [2015-22](#) § 1 (Exh. A), 2022; Ord. [1687-10](#) § 1 (Exh. A (part)), 2010)

13.36.130 Fees.

The applicant shall pay all fees and costs as established by ordinance or resolution prior to issuance of the stormwater management permit or other review and inspections pursuant to this chapter. If no separate fee is established, the applicant shall pay a fee based on the hourly rate for city engineering services established by separate ordinance or resolution for plan review and inspections. (Ord. [2015-22](#) § 1 (Exh. A), 2022; Ord. [1687-10](#) § 1 (Exh. A (part)), 2010)

Commented [DL9]: Replaced with 13.36.190

Commented [DL10]: Replaced with 13.36.080

The Sedro-Woolley Municipal Code is current through Ordinance 2063-23, and legislation passed through December 15, 2023.

Disclaimer: The city clerk's office has the official version of the Sedro-Woolley Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.sedro-woolley.gov/>

City Telephone: (360) 855-1661

[Code Publishing Company](#)

13.36.120 Bonds and liability insurance required.

The department is authorized to require all persons constructing retention/detention, low impact development, or other drainage system features to post surety or cash bonds. Where such persons have previously posted, or are required to post, other such bonds on the facility itself or on other construction related to the facility, such person may, with the permission of the public works director or designee, and to the extent allowable by law, combine all such bonds into a single bond; provided, that at no time shall the amount thus bonded be less than the total amount which would have been required in the form of separate bonds; and provided further, that such a bond shall on its face clearly delineate those separate bonds which it is intended to replace.

(1) Construction Bond. Prior to commencing construction, the person constructing the facility may be required to post a construction bond in an amount sufficient to cover the cost of performing said construction per the approved drainage plans. Alternatively, an equivalent cash deposit to an escrow account administered by a local account bank may be allowed at the city's option.

(2) Maintenance Bond. After satisfactory completion of the facilities and release of the construction bond by the city, the person constructing the facility may be required to post a two-year maintenance bond for the facility. The city may require the person constructing the facility to verify that the storm water facilities are functioning as designed. A cash bond, to be used at the discretion of the city and to correct deficiencies in said maintenance affecting public health, safety and welfare, must be posted and maintained throughout the two-year maintenance period. The amount of the cash bond shall be determined by the public works director or designee. In addition, at the discretion of the city, a surety bond or cash bond to cover the cost of design defects or failures in workmanship shall also be posted and maintained through the two-year maintenance period. Alternatively, an equivalent cash deposit to an escrow account administered by a local account bank may be allowed, at the city's option.

13.36.130 Storm water covenant and easement.

A drainage covenant and easement may be required to be recorded for all private storm water treatment and flow control facilities. The covenant and easement shall be in a form acceptable to the city attorney and shall provide the right of ingress and egress, and the right to perform emergency maintenance. The covenant and easement shall include a description of the property, facility(ies), and the maintenance responsibilities. The covenant shall be recorded with the Skagit County auditor's office against the title of the property and run with the land to all successors and assigns.

13.36.140 Maintenance of drainage facilities by owner.

Commented [DL11]: Our current 13.36 does not have any reference to bonds. Change shall to may

It shall be the responsibility of the owner of the property, or persons with a shared ownership interest in the property, or their heirs, successors and assigns, to operate, maintain, repair and replace the facilities in continuous compliance with Chapter 13.40 and any approved operations and maintenance plans. The director or designee shall have authority to periodically enter upon the property and inspect the facilities to ensure such compliance.

13.36.150 Applicability to governmental entities.

All municipal corporations and governmental entities shall be required to submit a storm water site plan and comply with the terms of this chapter when developing and/or improving land within the incorporated areas of the city of Sedro-Woolley or within adjacent areas which may affect the city.

13.36.160 Adjustments.

All adjustments to the minimum requirements in the Stormwater Manual may be granted prior to permit approval and construction. Adjustments must be reviewed in the context of each application, site and potential impacts. Approval does not establish precedent for subsequent applications that may reflect different scale, complexity and site conditions. Adjustments to the minimum requirements may be granted by the director; provided, that a written finding of fact is prepared, that addresses the following:

(1) The adjustment provides substantially equivalent environmental protection.

(2) Based on sound engineering practices, the objectives of safety, function, environmental protection and facility maintenance are met.

13.36.170 Exceptions.

(1) Exceptions to the minimum requirements in the Stormwater Manual may be granted prior to permit approval and construction. Exceptions must be reviewed in the context of each application, site and potential impacts. Approval does not establish precedent for subsequent applications that may reflect different scale, complexity and site conditions. Application for an exception shall be filed in writing with the director and shall adequately detail the reason for an exception.

(2) Exceptions/variances (exceptions) to the minimum requirements in the Stormwater Manual may be granted by the director following legal public notice of an application for an exception or variance, legal public notice of the director's decision on the application, and written findings of fact that document the director's determination to grant an exception. The director will keep records, including the written findings of fact, of all exceptions to the minimum requirements.

(3) Project-specific design exceptions based on site-specific conditions do not require prior approval of the Department of Ecology. The city will seek prior approval by the Department of Ecology for any jurisdiction-wide exception.

(4) The director may grant an exception to the minimum requirements in the Stormwater Manual if such application imposes a severe and unexpected economic hardship. To determine whether the application imposes a severe and unexpected economic hardship on the project applicant, the director must consider and document with written findings of fact the following:

(a) The current (pre-project) use of the site; and

(b) How the application of the minimum requirement(s) restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the minimum requirements; and

(c) The possible remaining uses of the site if the exception were not granted; and

(d) The uses of the site that would have been allowed prior to the adoption of the minimum requirements; and

(e) A comparison of the estimated amount and percentage of value loss as a result of the minimum requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the minimum requirements; and

(f) The feasibility for the owner to alter the project to apply the minimum requirements in.

(5) In addition, any exception must meet the following criteria:

(a) The exception will not increase risk to the public health and welfare, nor be injurious to other properties in the vicinity and/or downstream, and to the quality of waters of the state; and

(b) The exception is the least possible exception that could be granted to comply with the intent of the minimum requirements

(6) An exception/variance shall be subject to the same notice requirements and appeal process from the decision of the director as a Type II decision subject to Chapter 2.90, to the extent applicable and not inconsistent with this chapter.

13.36.180 Additional procedures and review.

In various sections of this chapter, the public works director or designee, the city engineer, and/or the city planner may be empowered to impose requirements, give approvals, make determinations and the like (hereinafter in this section "administrative determination(s)"). This section sets out procedures for administrative determination(s). All administrative determination(s) shall be made in a timely manner to satisfy all requirements of state law. All administrative determination(s) shall be in writing and shall set out facts and conclusions to support the decision made. All administrative determination(s) shall be made to achieve the purposes of this chapter as set forth in SWMC 13.36.010. All administrative determination(s) may be appealed to the hearing examiner by filing written notice of appeal with the city clerk within 10 days of service of the administrative determination.

13.36.190 Enforcement.

A. The director shall enforce this chapter. Violations of this chapter shall be subject to civil penalties and process as set forth in Title 18. It shall be a violation of this chapter to (1) engage in any regulated activity without a permit issued pursuant to this chapter, (2) to violate the terms and conditions of a permit issued pursuant to this chapter, or (3) to permit, allow, or commit an illicit discharge prohibited by SWMC 13.42.

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

13.36.200 No special duty created.

Commented [DL12]: Is this something we may want to include?

(1) It is the purpose of this chapter to provide for the health, welfare, and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted by the terms of this chapter. No provision or term used in this chapter is intended to impose any duty whatsoever upon the city or any of its officers, agents, or employees for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory.

(2) Nothing contained in this chapter is intended to be, nor shall be, construed to create or form the basis for any liability on the part of the city or its officers, agents, and employees for any injury or damage resulting from the failure of any premises to abate a nuisance or to comply with the provisions of this chapter or by reason or as a consequence of any inspection, notice, or order, in connection with the implementation or enforcement of this chapter, or by reason of any action of the city related in any manner to enforcement of this chapter by its officers, agents, or employees.

13.36.210 Severability

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

13.36.220 Appeals.

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.

Chapter 13.40

STORMWATER MAINTENANCE

Sections:

- 13.40.010 Purpose.
- 13.40.020 Definitions.
- 13.40.030 Abrogation and interpretation of provisions.
- 13.40.040 Applicability.
- 13.40.050 Stormwater management manual and Appendix I of permit adopted—
Administrative provisions authorized.
- 13.40.060 Regulated activities.
- 13.40.070 Maintenance Requirements.
- 13.40.075 Stormwater minimum requirements and best management practices
(BMPs).
- 13.40.080 Maintenance of drainage ditches.
- 13.40.085 Maintenance of low impact development (LID) facilities.
- 13.40.100 Authority.
- 13.40.110 Inspection program.
- 13.40.130 Civil Enforcement.
- 13.40.140 Criminal violation.
- 13.40.150 Fees.

13.40.010 Purpose.

It shall be the duty of the property owner to maintain, repair and renew, at the owner's own expense, all private storm water disposal systems located on the property or within an area of shared interest owned in common with other property owners. Should private storm water facilities not be maintained in accordance with city standards, then the city may choose to perform the necessary maintenance and charge the property owner or property owners' association.

The provisions of this chapter are intended to:

- A. Provide for inspection and maintenance of stormwater facilities in the city to provide for an effective, functional stormwater drainage system;
- B. Authorize the city to require that stormwater facilities be operated, maintained and repaired in conformance with this chapter;
- C. Establish the minimum level of compliance which must be met;
- D. Guide and advise all who conduct inspection and maintenance of stormwater facilities-; ~~(Ord. 1687-10 § 2 (Exh. B (part)), 2010)~~

E. Provide for inspections of existing sites by the City, or its authorized designee, to insure adequate source control BMPs are in place and maintained to prevent illicit discharges or violations of surface water, groundwater, or sediment management standards.

(Ord. 1687-10 § 2 (Exh. B (part)), 2010)

13.40.020 Definitions.

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

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

~~"2014-SWMMWW"~~ means the ~~2012-current~~ Ecology Stormwater Management Manual for Western Washington, ~~as amended in 2014.~~

"Department" means Washington State Department of Ecology.

"Director" means the public works director or his/~~her~~ authorized designee.

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

"Source Control BMP" is a structure or operation intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. Structural Source Control BMPs are physical, structural, or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater. Operational Source Control BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater.

"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.

"Stormwater management manual" or "manual" means Appendix I of the current NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the 2012-current 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. (Ord. 1855-16 § 7, 2016; Ord. 1687-10 § 2 (Exh. B (part)), 2010)

13.40.030 Abrogation and interpretation of provisions.

A. Abrogation and Greater Restrictions. It is not intended that this chapter repeal, abrogate or impair any existing ordinances, regulations, issued permit requirements, easements, covenants or deed restrictions, except as expressly stated. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

B. Interpretation. The provisions of this chapter shall be liberally construed to serve the purposes of this chapter. (Ord. 1687-10 § 2 (Exh. B (part)), 2010)

13.40.040 Applicability.

A. When any provision of any other ordinance of the city conflicts with this chapter, that which provides the higher standard of environmental protection shall apply unless specifically provided otherwise in this chapter.

B. This chapter applies to all activities which are subject to Chapter 13.36, and which have one or more conditions or requirements of a stormwater management permit which are permanent or shall require compliance after the completion of the permitted activity regulated by Chapter 13.36.

C. All activities regulated by this chapter shall require a stormwater maintenance permit issued pursuant to this chapter. The stormwater maintenance permit shall govern those conditions or requirements of a stormwater management permit which are permanent or shall require compliance after the completion of the permitted activity regulated by Chapter 13.36.

D. Prior to the applicant fulfilling the requirements of this chapter, the city shall not issue a stormwater maintenance permit.

~~E. In most situations, nonpermanent development activities shall be governed by the stormwater management permit. At the completion of the activities which are subject to Chapter 13.36 governed by the stormwater management permit, the continuing maintenance and operation of any facilities that continue in operation will be governed by the stormwater maintenance permit issued pursuant to Chapter 13.40. Both permits will be issued by the director, and shall be administered together to meet the minimum requirements and BMPs of the manual. (Ord. 1687-10 § 2 (Exh. B (part)), 2010)~~

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 ~~current~~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. (Ord. 1855-16 § 8, 2016; Ord. 1687-10 § 2 (Exh. B (part)), 2010)

13.40.060 Regulated activities and exempt activities.

A. Regulated Activities.

1. All development, and redevelopment ~~and activities subject to Chapter 13.36~~ shall be a regulated activity subject to this chapter, and shall be subject to the applicable minimum requirements of the manual, ~~unless exempted in subsection B of this section.~~

2. ~~Not all of the minimum requirements apply to every development or redevelopment project. The applicability of the minimum requirements to a project or activity shall be determined by the thresholds in the manual.~~

32. If new development, and redevelopment ~~and activities~~ at sites below the regulatory threshold of this chapter were subject to regulation at the time of permitting, they shall continue to be subject to stormwater regulations, even if the site activities resulted in land disturbances of less than the one-acre threshold. The local stormwater requirements in effect at the time of permit issuance shall apply, ~~unless the minimum requirements for new development and redevelopment contained in this chapter are applicable.~~

4.—The requirements of this chapter apply to all development and redevelopment within the city of Sedro-Woolley, including sites which do not meet the one-acre-or-larger threshold of the manual.

53. Existing publicly and privately owned institutional, commercial and industrial sites where land uses and activities have the potential to generate pollutants to the MS4.

B.—Exemptions. The following activities are exempt pursuant to the manual from the requirements of this chapter:

Commented [DL1]: Exemptions are covered in 13.36

1.—Forest Practices. Forest practices regulated under WAC Title 222, except for Class IV general forest practices that are conversions from timberland to other uses, are exempt from the provisions of the minimum requirements.

2.—Commercial Agriculture. Commercial agriculture practices involving working the land for production are generally exempt. However, the conversion from timberland to agriculture, and the construction of impervious surfaces, are not exempt.

3.—Oil and Gas Field Activities or Operations. Construction of drilling sites, waste management pits, and access roads, as well as construction of transportation and treatment infrastructure such as pipelines, natural gas treatment plants, natural gas pipeline compressor stations, and crude oil pumping stations are exempt. Operators are encouraged to implement and maintain best management practices to minimize erosion and control sediment during and after construction activities to help ensure protection of surface water quality during storm events.

4.—Road Maintenance.

a.—The following road maintenance practices are exempt: pothole and square-cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regrading drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, and vegetation maintenance.

b.—The following road maintenance practices are considered redevelopment, and therefore are not categorically exempt:

i.—Removing and replacing a paved surface to base course or lower, or repairing the roadway base;

ii.—Extending the pavement edge without increasing the size of the road prism, or paving graveled shoulders;

iii.—Resurfacing by upgrading from dirt to gravel, asphalt, or concrete; upgrading from gravel to asphalt, or concrete; or upgrading from a bituminous surface treatment ("chip seal") to asphalt or concrete.

5.—Underground Utility Projects. Underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics are only subject to minimum requirement for construction stormwater pollution prevention.

C. All other development or redevelopment is subject to one or more of the minimum requirements of the manual. (Ord. [1687-10](#) § 2 (Exh. B (part)), 2010)

13.40.070 Maintenance requirements.

A. Maintenance Required. All stormwater facilities ~~and BMPs~~ shall be operated and maintained in accordance with this chapter, the manual, including the minimum standards and BMPs in the manual, the Western Washington Phase II Municipal Stormwater Permit, the Sedro-Woolley stormwater management plan, ~~development convenats, conditions and restrictions, and approved facilities operation and maintenance manuals.~~ The director may require approved project operations and maintenance manuals to be recorded with Skagit County as stand alone document and the stormwater maintenance permit.

B. Compliance. ~~It shall be the duty of the owner to maintain, repair and restore, at the owner's expense, all private storm water and drainage systems and BMPs located on the owner's property or within an area of shared interest owned in common with other property owners. Maintenance shall be performed in accordance with the manual and in accordance with any maintenance schedule or approved operations and maintenance manual for the facility that was adopted during the plan review process for constructing the facilities.~~

~~The owner or operator of an institutional, commercial or industrial establishment that has the potential to generate pollutants into the city storm sewer system shall provide appropriate protections from accidental discharge of prohibited materials or other wastes through the use of applicable structural and non-structural source control BMPs in the SWMMWW manual. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge as defined in Chapter 13.42, shall be required to implement additional structural and non-structural source control BMPs to prevent further discharge of pollutants to the storm sewer system.~~

~~Property owners are responsible for the maintenance, operation or repair of stormwater systems and BMPs. Property owners shall maintain, operate and repair these facilities in compliance with the requirements of the manual, including the minimum standards and BMPs in the manual, the Western Washington Phase II Municipal Stormwater Permit, the Sedro-Woolley stormwater management plan, approved facilities maintenance manuals, and the stormwater maintenance permit.~~

C. Financial Responsibility. ~~The property owners or Home Owners Associations are responsible for the maintenance, operation and repair of the stormwater system and BMPs located on their property or common areas, subject to the stormwater maintenance permit.~~ The director may require a bond or other surety, or a block fund in a federally insured financial institution, as security for the permanent maintenance, operation and repair of the stormwater facilities, ~~as a condition of the stormwater maintenance permit as a condition of project or plat approval,~~ on such conditions as the director deems reasonable, considering the size and cost of the facility. (Ord. [1687-10](#) § 2 (Exh. B (part)), 2010)

13.40.075 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, unless they meet the requirements of this chapter and obtain ~~a stormwater management permit or stormwater maintenance permit, or both~~ approval through the site plan review process.

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 (LID) techniques pursuant to Section ~~13.36.060~~(B) as administrative regulations for the implementation of this chapter. The director may adopt specific BMPs and low impact development standards 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. (Ord. ~~1855-16~~ § 9, 2016: Ord. ~~1687-10~~ § 2 (Exh. B (part)), 2010)

~~G.~~

The following are the minimum standards for the maintenance of storm water facilities and BMPs:

~~The owner or operator of an institutional, commercial or industrial establishment that has the potential to generate pollutants into the storm sewer system shall provide appropriate protections from accidental discharge of prohibited materials or other wastes through the use of applicable structural and non-structural source control BMPs in the SWMMWW. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, shall be required to implement additional structural and non-structural source control BMPs to prevent further discharge of pollutants to the storm sewer system.~~

(1) No person shall cause or permit any drainage system located on the owner's property to be obstructed, filled, graded, or used for disposal of debris.

(2) Inspection frequency shall be as specified in the manual or approved maintenance manual. Records of the inspection shall be retained on site or by the owner or administrator of the facility. If records are requested by the director, response is required within 90 days.

(3) Vegetated storm water facilities, such as grassed swales and biofilters, shall be inspected, mowed and replanted as required by the manual or other applicable maintenance manual as set forth herein.

(4) When an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed in accordance with the following schedule:

(a) Within one year for typical maintenance of facilities, except catch basins.

(b) Within six months for catch basins.

(c) Within two years for maintenance that requires construction of less than \$25,000.

(5) Disposal of waste from maintenance activities shall be conducted in accordance with Chapter 173-304 WAC, Minimum Functional Standards for Solid Waste Handling; guidelines published by the Washington State Department of Ecology for disposal of waste materials from storm water maintenance activities; and, where appropriate, Chapter 173-303 WAC, Dangerous Waste Regulations. (Ord. 2816 § 1 (Exh. A), 2010; Ord. 2245 § 4, 1999).

13.40.080 Maintenance of drainage ditches. SHARE

(1) Open drainage ditches located on private property or within public drainage easements shall be cleaned, maintained and protected in continuous compliance with the standards and specifications of the city. Responsibility for such work shall be borne by the owner of the underlying property; provided, that the city shall bear such responsibility for regional drainage ditches, as determined by the director of the department of public works, if the same are publicly owned or within public easements which are accessible to city personnel. Any party may appeal a determination of the director in this regard to the city council, and the decision of the city council shall be final.

(2) No person shall cause or permit open drainage swales and ditches to be obstructed, filled, graded or used for disposal of debris.

(3) Upon receiving express approval from the director of the department of public works, a property owner may convert a drainage ditch into an enclosed drainage system. Such work shall be performed in compliance with the standards and specifications of the city and shall be subject to inspection and approval by the department of public works. Culverts and drainage appurtenances installed by private owners may be conveyed to the city, at no cost, by a bill of sale. (Ord. 2816 § 1 (Exh. A), 2010; Ord. 2245 § 4, 1999).

13.40.085 Maintenance of low impact development (LID) facilities.

(1) Approved LID facilities, which are located on private property or in public street rights-of-way but dedicated to private ownership, shall be cleaned, maintained and protected in continuous compliance with this title, the standards and specifications of the city, and any recorded maintenance agreements. Responsibility for such work shall be borne by the owner of the underlying property or parties with shared ownership interest.

(2) Property owners shall inspect and maintain approved LID facilities in accordance with the maintenance requirements set forth in the manual, or the most current edition of the LID Technical Guidance Manual for Puget Sound, as needed or as specified in said manual and in city standards, maintenance specifications, and any recorded maintenance agreements.

(3) If an approved LID facility required to be maintained by a private property owner fails to perform as designed due to lack of maintenance, the city has the authority to perform the necessary

maintenance, and to recoup the costs incurred from the property owner directly or by liening the property, and to revoke any surface water fee discounts given for the LID facility. (Ord. 3035 § 5 (Exh. E), 2016; Ord. 2816 § 1 (Exh. A), 2010; Ord. 2694 § 4, 2007).

13.40.080 Adjustments and variances.

A. ~~Adjustments. Adjustments to the minimum requirements may be granted by the director; provided, that a written finding of fact is prepared that addresses the following:~~

- ~~1. The adjustment provides substantially equivalent environmental protection.~~
- ~~2. Based on sound engineering practices, the objectives of safety, function, environmental protection and facility maintenance, are met.~~

~~Adjustments under this subsection do not require a public notice or hearing, and the decision of the director under this subsection is not subject to appeal.~~

~~B. Exceptions/Variations. Exceptions/variances (exceptions) to the minimum requirements may be granted by the director following legal public notice of an application for an exception or variance, legal public notice of the director's decision on the application, and written findings of fact that document the director's determination to grant an exception. The director shall keep records, including the written findings of fact, of all local exceptions to the minimum requirements.~~

~~Project-specific design exceptions based on site-specific conditions do not require prior approval of the department. The director must seek prior approval by the department for any jurisdiction-wide exception.~~

~~The director may grant an exception to the minimum requirements if such application imposes a severe and unexpected economic hardship. To determine whether the application imposes a severe and unexpected economic hardship on the project applicant, the director must consider and document with written findings of fact the following:~~

- ~~1. The current (pre-project) use of the site; and~~
- ~~2. How the application of the minimum requirement(s) restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the minimum requirements; and~~
- ~~3. The possible remaining uses of the site if the exception were not granted; and~~
- ~~4. The uses of the site that would have been allowed prior to the adoption of the minimum requirements; and~~

5.—A comparison of the estimated amount and percentage of value loss as a result of the minimum requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the minimum requirements; and

6.—The feasibility for the owner to alter the project to apply the minimum requirements.

C.—In addition any exception/variances must meet the following criteria:

1.—The exception will not increase risk to the public health and welfare, nor injurious to other properties in the vicinity and/or downstream, and to the quality of waters of the state; and

2.—The exception is the least possible exception that could be granted to comply with the intent of the minimum requirements.

D.—An exception/variance shall be subject to the same notice requirements and appeal process from the decision of the director as a Type II decision subject to Chapter 2.90, to the extent applicable and not inconsistent with this chapter. (Ord. [1687-10](#) § 2 (Exh. B (part)), 2010)

13.40.090 Prohibitions.

A.—Illicit discharge to stormwater drainage systems is prohibited. Illicit discharges are defined as those discharges prohibited by the manual, the Western Washington Phase II Municipal Stormwater Permit, the city of Sedro-Woolley stormwater management plan, and state law.

B.—The following categories of nonstormwater discharges are prohibited unless the stated conditions are met:

1.—Discharges from potable water sources, including water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the MS4.

2.—Discharges from lawn watering and other irrigation runoff. These shall be minimized through, at a minimum, public education activities (see section S5.C.1 of the Western Washington Phase II Municipal Stormwater Permit) and water conservation efforts.

3.—Dechlorinated swimming pool discharges. The discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent resuspension of sediments in the MS4. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the MS4.

4.—Street and sidewalk wash water, water used to control dust, and routine external building washdown that does not use detergents. At active construction sites, street sweeping must be performed prior to washing the street.

5.—Other nonstormwater discharges. The discharges shall be in compliance with the requirements of a stormwater pollution prevention plan, reviewed by the director, which addresses control of such discharges.

Commented [DL2]: This is covered in NEW IDDE code 13.42

C. Development and redevelopment which fail to comply with the requirements of this chapter is prohibited. (Ord. [1687-10](#) § 2 (Exh. B (part)), 2010)

Commented [DL3]: This is covered in 13.36

13.40.100 Authority.

A. Director. The director or a designee/inspector shall administer and enforce this chapter and shall be referred to as the director.

B. Inspection Authority. The director is directed and authorized to develop an inspection program for [private](#) stormwater facilities, [and existing public, commercial and industrial sites with the potential to generate pollutants in the city, including all facilities operating under a stormwater maintenance permit.](#)

C. Plan, Manual, and Inspection Schedule. All activities and facilities which are subject to this chapter shall, ~~as a condition of the stormwater maintenance permit,~~ submit [a permanent maintenance plan](#), maintenance and operations manual, and an inspection schedule, which shall be subject to the approval of the director. Compliance with the plan, maintenance manual and inspection schedule shall be a condition of ~~the stormwater maintenance permit~~[project approval](#).

D. Previously Constructed Facilities. This chapter shall apply to stormwater facilities which were legally constructed ~~without a stormwater maintenance permit issued pursuant to this chapter,~~ to the extent permitted and required by the manual. The facilities shall be subject to inspection for compliance with the original conditions of approval and the applicable standards of this chapter. (Ord. [1687-10](#) § 2 (Exh. B (part)), 2010)

13.40.110 Inspection program.

A. Inspection. The [inspector/director](#) is authorized to inspect during regular working hours and at other reasonable times all [private](#) stormwater drainage systems, [BMPs, and existing public, commercial, and industrial sites with the potential to generate pollutants](#) within the city to determine compliance with the provisions of this chapter. [The director shall establish a master list of all known stormwater facilities that are not owned by the city.](#)

The following schedule shall apply:

~~1. Facilities operating under a stormwater maintenance permit shall be inspected pursuant to the inspection schedule incorporated in the permit. Stormwater facilities permitted and constructed after February 2007 shall be inspected annually.~~

~~2. Facilities operating without a stormwater maintenance permit shall be inspected at least annually, unless the director determines that annual inspections are not necessary. Stormwater facilities permitted and constructed prior to February 2007 will be inspected on an as-needed schedule.~~

3. Facilities which the director has reason to believe are not being maintained or operated consistent with ~~the stormwater maintenance permit~~ [approvals](#) or as ~~previously permitted or~~ designed, may be inspected by the director at any time, as set forth below.

~~4. Existing public, commercial and industrial sites with the potential to generate pollutants to the city stormwater system shall be inspected at least once in a five-year period.~~

B. Procedures. Prior to making any inspections, the inspector shall present identification credentials, state the reason for the inspection and request entry.

1. If the property of any building or structure on the property is unoccupied, the inspector shall first make a reasonable effort to locate the owner or any other person(s) having charge or control of the property or portions of the property and request entry.
2. If after reasonable effort, the inspector is unable to locate the owner or other person(s) having charge or control of the property, and has reason to believe the condition of the stormwater drainage system creates an imminent hazard to persons or property, the inspector may enter.
3. Unless entry is consented to by the owner or person(s) in control of the property or portion of the property or unless conditions are reasonably believed to exist which create imminent threat to public safety, the inspector shall obtain a search warrant, prior to entry, as authorized by the laws of the state of Washington.
4. The inspector may inspect the stormwater drainage system without obtaining a search warrant provided for in subsection (B)(3) of this section, provided the inspection can be conducted while remaining on public property or other property on which permission to enter is obtained.

~~C. Inspection Schedule. The director shall establish a master inspection and maintenance schedule to inspect appropriate list of all known stormwater facilities that are not owned by the city. Inspections shall be annual. Critical stormwater facilities may require a more frequent inspection schedule.~~

DC. Inspection and Maintenance Records. As existing stormwater facilities are encountered, they shall be added to the master inspection list and maintenance schedule, if applicable. Records of new stormwater facilities shall include the following:

1. As-built plans and locations;
2. Findings of fact from any exemptions granted by the local government;
3. Operation and maintenance requirements and records of inspections, maintenance actions and frequencies;
4. Engineering reports, as appropriate.

~~E. Reporting Requirements. The director shall report annually to the city council about the status of the inspections. The annual report may include, but need not be limited to, the proportion of the components found in and out of compliance, the need to upgrade components, enforcement actions taken, compliance with the inspection schedule, the resources needed to comply with the schedule, and comparisons with previous years.~~

FD. Easement. The director may require, as a condition of the stormwater maintenance permit/project approval, that the city of Sedro-Woolley be conveyed a permanent easement to access the permitted stormwater facilities for purposes of inspection and emergency maintenance and repairs. (Ord. 1687-10 § 2 (Exh. B (part)), 2010)

13.40.120 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.

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 an 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 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 or authorized designee. 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 operations and maintenance responsibility responsibilities 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 operations and maintenance manual shall identify the party parties 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 approval. 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 requirements of the stormwater maintenance permit project approval, as determined by the director.

Commented [DL4]: Most of 13.40.120 deals with pre-construction matters which are covered in 13.36.

Commented [DL5]: Authority to administer & enforce is noted in 13.40.100

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. (Ord. 1855-16 § 10, 2016; Ord. 1687-10 § 2 (Exh. B (part)), 2010)

13.40.130 Civil enforcement.

A. The director shall enforce this chapter. Violations of this chapter shall be subject to civil penalties and process as set forth in Title 18. It shall be a violation of this chapter to (1) engage in any regulated activity without a permit issued pursuant to this chapter, (2) violate the terms and conditions of a permit issued pursuant to this chapter, or (3) permit, allow, or commit an illicit discharge prohibited by ~~this chapter~~Chapter 13.42.

B. The director is authorized to seek injunctions, restraining orders, and other civil relief in court as is necessary to enforce this chapter. (Ord. 1855-16 § 11, 2016; Ord. 1687-10 § 2 (Exh. B (part)), 2010)

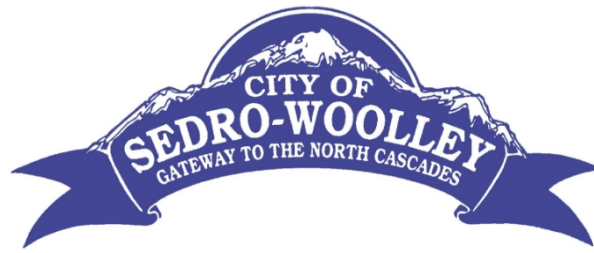
Commented [DL6]: 13.42 would be a new code chapter unique for IDDE

13.40.140 Criminal violation.

In addition to any civil penalty or civil enforcement action, a willful violation of this chapter by any person shall constitute a gross misdemeanor punishable by a five-thousand-dollar fine, imprisonment in jail not to exceed one year, or both. (Ord. 1687-10 § 2 (Exh. B (part)), 2010)

13.40.150 Fees.

The applicant shall pay all fees and costs as established by ordinance or resolution prior to issuance of the stormwater maintenance permit ~~project approval~~ or other review or inspections pursuant to this chapter. If no separate fee is established, the applicant shall pay a fee based on the hourly rate for city engineering services established by separate ordinance or resolution for plan review. (Ord. 1687-10 § 2 (Exh. B (part)), 2010)



City Council Agenda Item

Agenda Item No.: m.1.

Date: March 27, 2024

From: Dan McIlraith, Police Chief

Subject: Adding Section 9A.84.010 Fighting to SWMC Chapter 9A.84 Public Disturbance
- Ordinance 2069-24 - Action Requested

RECOMMENDED ACTION:

Motion to approve Ordinance 2069-24 adding Section 9A.84.010 Fighting to the Sedro-Woolley Municipal Code (SWMC).

ISSUE:

The City of Sedro-Woolley adopted Ordinance No. 1996-21 on November 23, 2021, which repealed the previous SWMC Title 9 “Public Peace, Morals, and Welfare” and replaced it with Title 9A “Criminal Code”. Chapter 9A.84 “Public Disturbance” was adopted from Revised Code of Washington, including RCW Section 9A.84.030 “Disorderly Conduct”; the language in RCW Section 9A.84.030, while more expansive than the previous SWMC Code Chapter addressing public disturbances, does not address fighting in public places. The Sedro-Woolley Police Department finds it necessary to specifically address fighting in public places in the Sedro-Woolley Municipal Code. There has been an increase in fights occurring downtown associated with drinking establishments. This ordinance will provide the necessary tools for officers address these fights and increase safety.

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. 04899Sedro - Ordinance No. 2069-24 Adding Section 9A.84.010 Fighting to SWMC Chapter 9A.84 Public Disturbance
2. 04899Sedro - Ordinance No. 2069-24 Adding Section 9A.84.010 Fighting to SWMC Chapter 9A.84 Public Disturbance

ORDINANCE NO. 2069-24
AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADDING
SECTION 9A.84.010 ‘FIGHTING IN A PUBLIC PLACE’ TO SEDRO-WOOLLEY
MUNICIPAL CODE (SWMC) CHAPTER 9A.84 ‘PUBLIC DISTURBANCE’

WHEREAS, the City of Sedro-Woolley adopted Ordinance No. 1996-21 on November 23, 2021, which repealed the previous SWMC Title 9 “Public Peace, Morals, and Welfare” and replaced it with Title 9A “Criminal Code”; and,

WHEREAS, Chapter 9A.84 “Public Disturbance” currently adopts sections in the Revised Code of Washington, including RCW Section 9A.84.030 “Disorderly Conduct”; and,

WHEREAS, the language in RCW Section 9A.84.030, while more expansive than the previous SWMC Code Chapter addressing public disturbances, does not address fighting in public places specifically; and,

WHEREAS, the Sedro-Woolley Police Department finds it necessary to specifically address fighting in public places in the Sedro-Woolley Municipal Code;

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

Section One. Chapter 9A.84 “Public Disturbance” of the Sedro-Woolley Municipal Code, last modified by Ord. 1996-21 § 2 in 2021, is hereby amended to read as follows:

Sections:

9A.84.005 Public disturbance statutes adopted by reference.

9A.84.010 Fighting in a Public Place.

9A.84.005 Public disturbance statutes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk’s office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against public order:

Title	RCW Section (Source of Adopted Law)
Criminal mischief	<u>9A.84.010</u>
Failure to disperse	<u>9A.84.020</u>
Disorderly conduct	<u>9A.84.030</u>
False reporting	<u>9A.84.040</u>

9A.84.010 Fighting in a Public Place.

A. It is unlawful for any person to intentionally fight with another person in a public place.

B. In any prosecution under subsection A of this section, it is an affirmative defense that:

- 1. The fight was duly licensed or authorized by law; or**
- 2. The person was acting in self-defense.**

C. As used in this section, “public place” means an area open to the general public and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the general public including those which serve food and drink or provide entertainment, the doorways and entrances to buildings or dwellings, and the grounds enclosing them.

D. A violation of this section is a misdemeanor.

Section Two. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section Three. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

Section Four. Effective Date. This Ordinance shall be in full force and effect five days after publication.

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this 27th day of March, 2024.

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

ORDINANCE NO. 2069-24
AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADDING
SECTION 9A.84.010 'FIGHTING IN A PUBLIC PLACE' TO SEDRO-WOOLLEY
MUNICIPAL CODE (SWMC) CHAPTER 9A.84 'PUBLIC DISTURBANCE'

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WHEREAS, Chapter 9A.84 "Public Disturbance" currently adopts sections in the Revised Code of Washington, including RCW Section 9A.84.030 "Disorderly Conduct"; and,

WHEREAS, the language in RCW Section 9A.84.030, while more expansive than the previous SWMC Code Chapter addressing public disturbances, does not address fighting in public places specifically; and,

WHEREAS, the Sedro-Woolley Police Department finds it necessary to specifically address fighting in public places in the Sedro-Woolley Municipal Code;

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

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Sections:

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9A.84.010 Fighting in a Public Place.

9A.84.005 Public disturbance statutes adopted by reference.

The sections of this chapter are hereby adopted in table form in which each row of the table represents a separate section in which the titles of the adopted statutes are listed in the first column and the reference to their corresponding RCW section numbers are listed in the second column. Copies of the adopted code sections of this chapter are on file in the city clerk's office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as crimes against public order:

Title	RCW Section (Source of Adopted Law)
Criminal mischief	<u>9A.84.010</u>
Failure to disperse	<u>9A.84.020</u>
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9A.84.010 Fighting in a Public Place.

A. It is unlawful for any person to intentionally fight with another person in a public place.

B. In any prosecution under subsection A of this section, it is an affirmative defense that:

- 1. The fight was duly licensed or authorized by law; or**
- 2. The person was acting in self-defense.**

C. As used in this section, “public place” means an area open to the general public and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the general public including those which serve food and drink or provide entertainment, the doorways and entrances to buildings or dwellings, and the grounds enclosing them.

D. A violation of this section is a misdemeanor.

Section Two. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

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Section Four. Effective Date. This Ordinance shall be in full force and effect five days after publication.

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this 27th day of March, 2024.

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney



City Council Agenda Item

Agenda Item No.: m.2.

Date: March 27, 2024

From: Charlie Bush, City Administrator

Subject: Professional Services Agreement - Family Promise of Skagit Valley - House Bill 1406 Affordable and Supportive Housing Funds - 1st Read

RECOMMENDED ACTION:

Motion to approve a professional services agreement with Family Promise of Skagit Valley to expend House Bill 1406 Affordable Housing funds in the amount of \$28,000 in 2024.

ISSUE:

Should the City Council allocate House Bill 1406 funding to Family Promise of Skagit Valley?

BACKGROUND/SUMMARY INFORMATION:

The City of Sedro-Woolley receives sales tax from the State limited for affordable and supportive housing uses. These funds originated from House Bill 1406, which passed the Legislature in 2019.

The revenue stream is in place for up to 20 years and can be used for acquiring, rehabilitating, or constructing affordable housing; operations and maintenance of new affordable or supportive housing facilities; and, for smaller cities, rental assistance. The funding must be spent on projects that serve persons whose income is at or below sixty percent of the median income of the city imposing the tax. Cities can also issue bonds to finance the authorized projects. More information on this funding source is available [here](#).

In December 2022, the City Council approved a professional services contract with Family Promise of Skagit Valley for the expenditure of \$33,000 in House Bill 1406 funds. Funds were to be spent for rental assistance operations, the acquisition of new affordable housing units, rental assistance for Family Promise graduates, and a down payment on a house in Sedro-Woolley, to be used for affordable housing. Due to a longer than anticipated start-up time for Family Promise on some of these activities, the City Council extended this contract late in 2023 for the first 6 months of 2024.

Family Promise is requesting funding, through a separate contract, to cover the remainder of 2024. It will include funding for rental assistance for Sedro-Woolley resident/Family Promise graduates, funding for a monthly housing rental in Sedro-Woolley, operations support for the acquisition of more housing in Sedro-Woolley, and the down payment on a house in Sedro-Woolley to be used for Affordable Housing. Some of the expenditures under this contract will start soon while others will occur after the first contract ends.

FISCAL IMPACT, IF APPROPRIATE:

\$28,000 in 2024. With consideration of Family Promise's contract that expires in June 2024, this will reduce Fund 116's fund balance to approximately \$2,000. In 2022 and 2023, the City received \$14,380 and \$14,078 in revenue respectively. We've projected \$14,500 in revenue for 2024.

ATTACHMENTS:

1. Professional Services Agreement Family Promise COSW 2024



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sedro-Woolley, a Washington State municipal corporation ("City"), and Family Promise of Skagit Valley, whose address is PO Box 335, Sedro-Woolley, WA 98284, hereinafter referred to as the "Consultant".

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City of Sedro-Woolley as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement or amendment to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The Scope of Work deliverables, and all other documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City. Provided however, the Consultant may retain one copy of the work product and documents for its records. Provided further, all Images and rights relating to the deliverables referenced in the exhibit

The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. . The term of this Agreement shall be from date at which both parties have completed execution and shall terminate at midnight December 31, 2024. The parties may extend the term of this Agreement by written mutual

agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.**

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

 X No employees supplying work have ever been retired from a Washington state retirement system.

 Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 **INDEMNITY.**

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.** In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and

defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultant's violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

- e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 **INSURANCE.**

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

- (1) Commercial General Liability. Insurance shall be written with limits no less than \$1,000,000 per occurrence; and \$2,000,000 general aggregate.
- (2) Automobile Liability. Insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. Insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A: VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII

rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

k. **Public Entity Full Availability of Consultant Limits**
If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.**
The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 **UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 **LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Sedro-Woolley County Superior Court.

III.11 **INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent

contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant and all approved Subcontractors/Subconsultants shall obtain a business license from the City.

e. **Debarment.** Consultant represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants: Charlotte Kerney; Grant Writer

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described

in the Scope of Services **Exhibit A**. In no event shall the compensation paid to Consultant under this Agreement exceed **twenty-eight thousand (\$28,000)** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit an invoice to the City for services performed at completion of the project in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices within ten (10) days after approval by the City Council.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 **MAINTENANCE/INSPECTION OF RECORDS.**

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

325 Metcalf Street
Sedro-Woolley, WA 98284

Notices to the Consultant shall be sent to the following address:

PO Box 335
Sedro-Woolley, WA 98284

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Skagit County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 21st day of December 2022.

CITY OF SEDRO-WOOLLEY

FAMILY PROMISE OF SKAGIT VALLEY

By _____
Julia Johnson, Mayor

By _____
Audrea Woll, Executive Director

Approved as to form:

Nikki Thompson, City Attorney

Exhibit A
Scope of Services

Family Promise

Sedro-Woolley 2023 Scope of Work with HB 1406 Funds

Family Promise of Skagit Valley is a 501(c)(3) nonprofit serving homeless families with children in our community since 2015. Our organization provides temporary shelter, transitional housing, homelessness prevention services, meals, basic needs, healing and life skills support. We serve families of all compositions experiencing or at risk of homelessness. Since 2015, we have served over 748 homeless families with children (over 1,593 children and 2,639 total individuals) in our community. Across all of our programs in 2023, we served 698 individuals (185 families and 445 children).

The Skagit County community is facing an unprecedented and tragic crisis of:

Rising Childhood Homelessness: Skagit County currently has over 1,600 homeless children and rising. Children experiencing homelessness are three times more likely to be placed in a special education program, 8-9 times more likely to repeat a grade, and seven times more likely to commit suicide. 42% drop out of school and 47% suffer from depression and anxiety.

Few Housing Options: The Skagit County housing market is tied for the lowest vacancy rate in the state, at just 0.4%, while homelessness has increased by 70% since 2022 (Skagit County Point in Time Count 2023). With scarce affordable housing options, even double-income families with good jobs and savings are falling into homelessness and unable to find housing.

To lift families out of homelessness, Family Promise operates using an evidence-based Three-Stage Housing model. Clients who enter our emergency shelter in crisis receive the support they need before graduating into second-stage multi-family transition housing or our third-stage housing (one family paying below-market rate costs with supportive services). This three-stage approach is proven to drastically reduce the risk of a return to homelessness and is a sustainable solution to homelessness. We achieved an 80% permanent housing success rate in 2023, which exceeds state standards and matches the high standards of our national affiliate.

The families we served in 2023 were all either chronically homeless or were ranked in the extremely low poverty range. Ninety-five percent fell under the 30% AMI and the remaining 5% fell under the 50% AMI. Upon intake we screen the family for current income, housing options, strengths, opportunities, and current weaknesses and barriers to housing stability. Priority goes first to situationally homeless families but we also make sure to lower barriers to serve more chronic situations when possible.

For many years now Sedro Woolley has had some of the highest child homelessness rates. In 2020 (a year we believe was under documented) Sedro Woolley had 318 homeless school age children as compared to the 251 homeless families in Mount Vernon. Family Promise is dedicated to continuing to create innovative housing methods to support a healthier community.

This funding will allow families who work in Sedro Woolley or have children in school in Sedro Woolley to remain in our community. Currently rents have been increasing at a rate that does not allow many of the clients to find housing here. The lack of affordable housing options is creating longer stays in shelters, slowing down our ability to serve as many families.

Expense	Amount
Rental Assistance for Sedro Woolley Residence/FP graduates: This would allow us to provide rental assistance to 2-3 families who have graduated our financial literacy and keys to good tenancy courses. We could provide \$100-\$300 per month for up to 3 months per family.	\$2,000
Grace House Sedro Woolley monthly housing rental: \$1,000 a month pays for 1 apartment for a 3rd stage housing guest and 6 bedrooms for 3 transitional house families.	\$12,000
Operations support for Acquisition of Sedro Woolley Housing	\$4,000
Down Payment on a House in Sedro-Woolley to Be Used for Affordable Housing	\$10,000
Total Funding	\$28,000

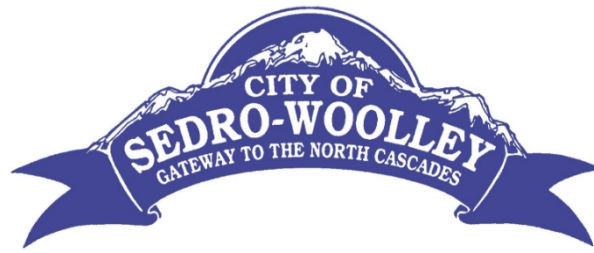
Other funding sources that our organization has secured to supplement this effort:

- We are in the process of applying for County and WA state funding to purchase our Sedro Woolley Promise House to help offset the cost to operate.
- We recently applied for state rental assistance funding but are uncertain if we will qualify
- Last year we utilized housing vouchers from Skagit housing authority and are seeking new relationships like this

We will provide a written and oral report to the City Council for the 2024/25 funding to report on the results of your investment. Our financial records, related to the expenditure of City of Sedro-Woolley House Bill 1406 funds, will also be available for the City's review and audit, upon request.

Exhibit B
Fee Schedule

See Exhibit A



City Council Agenda Item

Agenda Item No.: m.3.

Date: March 27, 2024

From: Nicole McGowan, Planner

Subject: Amendments to Chapter 16.04 SWMC Shadow Platting - Ordinance 2070-24 - 1st Read

RECOMMENDED ACTION:

First read, no action requested.

ISSUE:

Should the City Council adopt the recommended amendments to SWMC 16.04.030 to add a definition for "shadow plat" and SWMC 16.04.060 to include shadow platting as a method of eventually satisfying the minimum density requirement of four dwelling units per acre, modeled after Mount Vernon's code language?

BACKGROUND/SUMMARY INFORMATION:

Several Sedro-Woolley residents have requested to perform short subdivisions of larger properties, typically greater than one acre in size. Most often, their goal is to section off one or two lots for their own ownership and then sell the remaining portion of the property. However, due to the minimum density requirement of four dwelling units per acre found in the subdivision regulations (Chapter 16.04 SWMC), this is not possible.

The Washington State Growth Management Act (GMA) requires that every city plan to reduce the inappropriate conversion of undeveloped land into sprawling, low-density development. The minimum residential density of four dwelling units per acre was put in place as a framework by the Growth Management Hearings Board to guide jurisdictions to that end. Cities ultimately hold the burden and responsibility for planning for and harmonizing with the planning goals of the GMA and implementing a city's future rests with that community. The GMA acts exclusively through local governments to accommodate local needs. Ultimately, the Hearings Board does not have the authority to make "public policy" because they are a quasi-judicial agency that serves a limited role. Their powers are restricted to a review of those matters specifically delegated by statute. In short, cities may exercise discretion in how they achieve reduction of urban sprawl per the GMA while also accommodating for local needs. It is important that cities comply with the requirements of the GMA, so we cannot dispose of the minimum density requirement of four dwelling units per acre for subdivisions. However, there are examples of cities that have found creative ways to allow for short subdivisions of larger properties.

The Planning Commission reviewed and discussed this matter at the November 20, December 19, 2023

and February 20, 2024 Planning Commission meetings. At the November 20 meeting, Planning staff and the Planning Commission discussed different methods other jurisdictions have used to develop under the minimum density requirement of the GMA. Particular interest was shown in how the City of Mount Vernon has achieved gradual satisfaction of the minimum density requirement through shadow platting. It was decided this would also be a useful tool for the Sedro-Woolley community to use for gradual and well-planned development of its larger properties. Planning staff was tasked with drafting regulations to present at the next meeting.

At the December 19 meeting, planning staff presented draft regulations to the Planning Commission, modeled after Mount Vernon's code language. The regulations are written to allow applicants to use shadow platting to satisfy their minimum density requirement of four dwelling units per acre over time if they can demonstrate that future development would allow for the eventual satisfaction of that minimum density requirement. The applicant must submit a shadow plat along with the formal subdivision application that shows the current and proposed development will not preclude the provision of adequate access and infrastructure for future development and shows the subject property is capable of future subdivision at a density of four dwelling units per acre according to current development regulations. Shadow plats are not binding as they are not recorded documents, provided that any proposal seeking to further develop the subject property in a manner which differs from the original shadow plat shall demonstrate that said revised development proposal accommodates appropriate rights-of-way and continues to yield a density of four dwelling units per acre. The Planning Commission was satisfied with the regulations as they were presented and tasked planning staff with preparing for a public hearing at the next meeting.

The Planning Commission held a public hearing on this matter at the February 20, 2024 Planning Commission meeting. The recommendation was made that the City Council approve the amendments to SWMC 16.04.030 to add a definition for "shadow plat" and SWMC 16.04.060 to include shadow platting as a method of eventually satisfying the minimum density requirement of four dwelling units per acre. The amendments as recommended by the Planning Commission are in the attached proposed Ordinance 2070-24 (**Attachment 1**).

The *Planning Commission Findings of Fact, Conclusions and Recommendation* (**Attachment 2**) include the procedural history of the review process, analysis of the proposal and Planning Commission findings, conclusions and recommendations.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. PC Findings and Recmdn - Shadow Platting (3-27-24)
2. Ordinance 2070-24 - Shadow Platting

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION
STATE OF WASHINGTON**

In the Matter of:

**PROPOSED AMENDMENTS TO
CHAPTER 16.04 SWMC TO ADD A
DEFINITION FOR “SHADOW PLAT”
AND TO ALLOW SHADOW
PLATTING AS A METHOD OF
SATISFYING THE MINIMUM
DENSITY REQUIREMENT OF 4
DWELLING UNITS PER ACRE**

**PROPOSED AMENDMENTS TO
CHAPTER 16.04 SWMC TO ADD A
DEFINITION FOR “SHADOW
PLAT” AND TO ALLOW SHADOW
PLATTING AS A METHOD OF
SATISFYING THE MINIMUM
DENSITY REQUIREMENT OF 4
DWELLING UNITS PER ACRE -
FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, February 20, 2024** under a request by the Planning Director for a public hearing and recommendation from the Planning Commission pursuant to Chapter 2.90 Sedro-Woolley Municipal Code (SWMC).

Recommendation:	The Planning Commission recommends APPROVAL of the proposed amendments to Chapter 16.04 SWMC as shown in Exhibit A of these Findings of Fact, Conclusions and Recommendation.
Hearing Date:	Tuesday, February 20, 2024
Proponent:	City of Sedro-Woolley

Description of proposal

Proposed are amendments to SWMC 16.04.030 to add a definition for “shadow plat” and SWMC 16.04.060 to include shadow platting as a method of eventually satisfying the minimum density requirement of four dwelling units per acre, modeled after Mount Vernon’s code language.

FINDINGS OF FACT

1. Per SWMC 2.90.070(G), this action, which requires changes to the city development regulations and underwent Planning Commission review, is processed as a Type VI action.
2. Several Sedro-Woolley residents have requested to perform short subdivisions of larger properties, typically greater than an acre in size, with the goal of sectioning off one or two lots for their own ownership and then selling the remaining property. However, due to the existing minimum density requirement of four units per acre in the subdivision regulations under Chapter 16.04 SWMC, this is not possible.
3. The Planning Commission reviewed this matter at the November 20, December 19, 2023 and February 20, 2024 Planning Commission meetings.
4. At the November 20, 2023 Planning Commission meeting, planning staff and the commission discussed possible options of allowing for subdivision under four units per acre while still remaining in compliance with the Washington State Growth Management Act (GMA). The commission expressed interest in implementing Shadow Platting and tasked staff with preparing draft amendments to the subdivision code for review at the next meeting.
5. At the December 19, 2023 Planning Commission meeting, planning staff presented a draft of amendments to Chapter 16.04 SWMC which would add a definition for “Shadow Plat” as well as allow shadow platting as a method applicants could use to satisfy the minimum density requirement of four dwelling units per acre. Modeled after Mount Vernon, Washington’s code language, shadow platting may be used to satisfy the minimum density requirements if the applicant can demonstrate that future development would allow for the eventual satisfaction of minimum density requirements. The applicant must submit a shadow plat that shows the current and proposed development will not preclude the provision of adequate access and infrastructure for future development and shows the subject property is capable of further subdivision at a density of four dwelling units per acre according to current development regulations. Shadow plats are not binding as they are not recorded documents, provided that any proposal seeking to further develop the subject property in a manner which differs from the original shadow plat shall demonstrate that said revised development proposal accommodates appropriate rights-of-way and continues to yield a density of four dwelling units per acre. The Planning Commission was satisfied with the amendments as they were written and tasked planning staff with preparing for a public hearing at the next meeting.
6. A notice was posted on the city website and published in the legal notices section of the January 5, 2024 Skagit Valley Herald, notifying the public of a public hearing scheduled for January 16, 2024. In said notice, a deadline for written comments was set for January 16, 2024 at 4:30 PM. Though the January 16, 2024 Planning Commission meeting was cancelled, the Planning Department did receive one written comment from Brandon and Jennifer Lilgreen (residents of 539 F and S Grade Road) on January 14, 2024. The Lilgreen’s comment, in which they wrote of their strong support of the amendments to Chapter 16.04 SWMC, is attached as **Exhibit B**.

7. At the February 20, 2024 meeting, the Planning Commission held a public hearing. The Notice of Public Hearing was published in the legal notices section of the February 10, 2024 Skagit Valley Herald as shown in **Exhibit C**. The notice was also posted on the city website. In said notice, a deadline for written comments was set for February 20, 2024 at 4:30 PM. The Planning Department did not receive any written comments, but there was one commenter present in person at the hearing. Paul Hieb (resident of 8643 Westerman Road) spoke in favor of shadow platting and how it would be useful for him to sell his rental house and keep the rest of the land for farming.
8. At the February 20, 2024 public hearing, the Planning Commission made a motion to recommend that the City Council approve the proposed amendments to Chapter 16.04 SWMC. The motion to recommend approval carried 7 – 0.
9. The Planning Commission’s recommended amendments are found in **Exhibit A**.

CONCLUSIONS

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

1. Adoption of the proposed amendments to Chapter 16.04 SWMC complies with the State GMA. The draft amendments were sent to the State Department of Commerce on January 23, 2024. A 15-day expedited review was requested and granted by Commerce. The comment period ended February 7, 2024. A SEPA DNS (**Exhibit D**) was issued on January 26, 2024; and
2. Adoption of the proposed amendments to Chapter 16.04 SWMC is in conformance with the goals and policies of the Sedro-Woolley Comprehensive Plan.

RECOMMENDATION

Based upon the foregoing, the Planning Commission recommends approval of amendments to Chapter 16.04 SWMC, found herein as **Exhibit A**.

EXHIBITS

Exhibit A: Recommended Amendments to Chapter 16.04 SWMC

Exhibit B: Lilgreen Comment

Exhibit C: Notice of February 20, 2024 Public Hearing

Exhibit D: SEPA DNS Issued January 26, 2024

CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of amendments to Chapter 16.04 SWMC to add a definition for "Shadow Plat" and to allow shadow platting as a method of satisfying the minimum density requirement of four dwelling units per acre at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, February 20, 2024** at which time a quorum was present and the decision was for approval by a vote of 7 **FOR**, 0 **AGAINST** and 0 **ABSTENTIONS**.


Joe Franett, Planning Commission Chair

03/21/2024
Date

Chapter 16.04 GENERAL PROVISIONS

[...]

16.04.030 Definitions.

As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings:

- A. "Subdivision" is the division or redivision of land into five or more lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, except as provided in subsection F of this section.
- B. "Plat" is a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys or other divisions and dedications.
- C. "Dedication" is the deliberate appropriation of land by an owner for any general and public uses reserving to himself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat or short plat showing the dedication thereon; and the acceptance by the public shall be evidenced by the approval of such plat for filing by the appropriate governmental unit.
- D. "Preliminary plat" is a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements of a subdivision consistent with the requirements of this chapter. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.
- E. "Final plat" is the final drawing of the subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements set forth in this chapter and in local regulations adopted under this chapter.
- F. "Short subdivision" is the division or redivision of land into four or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership.
- G. "Binding site plan" means a drawing to a scale specified by local ordinance which: (a) identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters specified by local regulations; (b) contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the city in approving the site plan; and (c) contains provisions making any development be in conformity with the site plan.

- H. "Short plat" is the map or representation of a short subdivision.
- I. "Lot" is a fractional part of divided lands having fixed boundaries, being of sufficient area and dimension to meet minimum zoning requirements for width and area. The term shall include tracts or parcels.
- J. "Block" is a group of lots, tracts, or parcels within well defined and fixed boundaries.
- K. "Code" is the Sedro-Woolley Municipal Code.
- L. "City engineer" is the Sedro-Woolley director of public works.
- M. "Director" is the Sedro-Woolley planning director.
- N. "Hearing body" is the decision making body specified in Chapter [2.90](#), unless otherwise specified herein. (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

O. "Shadow plat" is the non-binding map or representation demonstrating that a property is capable of future subdivision according to current development regulations at minimum residential density.

16.04.040 Compliance with state law and land use code.

Every division of land shall comply with the provisions of state law and the provisions of this title. They shall conform to the comprehensive plan and all zoning regulations, in effect at the time any preliminary plat is approved. Lots shall be of a size and dimension and have access and infrastructure adequate to satisfy the requirements of this title and Sedro-Woolley Municipal Code Titles [13](#), [15](#) and [17](#). (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

16.04.050 Effect of noncompliance.

No building permit or other development permit shall be issued for any lot, tract or parcel of land divided in violation of state law or this subtitle, unless the director finds that the public interest will not be adversely affected by the decision. (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

16.04.060 Minimum and maximum residential density.

A. A subdivision, short plat, binding site plan, or planned residential development, solely for residential purposes, shall have an average net density, as defined in Section [17.04.030](#), for the entire development of not under four units per acre.

B. A variance from this requirement may be granted by the hearing body through the subdivision approval process to accommodate site constraints which make development at the required minimum density impractical or inconsistent with the purposes of this chapter.

C. Factors which may warrant a density reduction, include, but are not limited to:

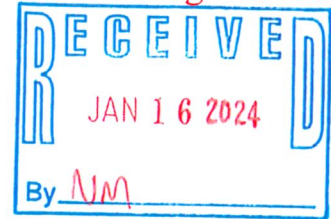
1. Critical areas in excess of twenty percent of the site;
2. Stormwater management;
3. Significant wildlife corridors; and utility corridors.

D. As a condition of granting a density reduction, the applicant must demonstrate that the minimum density cannot be achieved by clustering the housing on the buildable portions of the site.

E. Shadow platting may be used to satisfy the minimum density requirements if the applicant can demonstrate that the proposed techniques would allow the eventual satisfaction of minimum density requirements through future development. The applicant must demonstrate that the current and proposed development will not preclude the provision of adequate access and infrastructure necessary for future development. A property owner subdividing property shall submit to the city a shadow plat with the subdivision application materials demonstrating that said property is capable of further subdivision according to current development regulations at minimum residential density. The submitted shadow plat need only identify proposed rights-of-way and lot sizes yielding the required density. Said shadow plat is non-binding and need not be recorded, provided that any proposal seeking to further develop the property in a manner which differs from the original shadow plat shall demonstrate that said development accommodates appropriate rights-of-way and continues to yield the minimum residential density required. Amending a shadow plat shall be an administrative process.

~~FE~~. Maximum housing density is set in each zoning designation, in Title [17](#). (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

[...]



January 14, 2024

Re: Proposed Amendments to Chapter 16.04 SWMC

To Sedro Woolley Planning Commission,

Our names are Brandon and Jennifer Lilgreen and we reside at 539 F and S Grade Road. We are strongly in favor of the proposed amendments to Chapter 16.04 regarding shadow platting for property subdivision. Over the last year we have been working with Nicole McGowan to determine our options for subdividing our property in order to remain living on one portion and sell the other, only to find out that we are unable to do so under the current SWMC language due to the minimum density requirements. In our current situation, we not only have more land than we need but we also co-own the property with another single family household. We love living in this area but unfortunately do not have the means or ability to fulfill the requirements of the current SWMC for subdividing our property. We are currently left with the options of holding onto land that is not being used or sell altogether, which is not desirable. The amendment to Chapter 16.04 would give us, and other Sedro Woolley residents, more options and flexibility for what can be done with our properties but also allow our residence to become legally separated from the other single family residence. We are hopeful that the amendments will satisfy both the City and its residents.

Sincerely,

Brandon and Jennifer Lilgreen
539 F and S Grade Road
bdililgreen@gmail.com

NOTICE OF PUBLIC HEARINGS
CITY OF SEDRO-WOOLLEY
Amendments to Comprehensive Plan and Zoning Map
and
Amendments to Development Regulations
City of Sedro-Woolley Council Chamber
And Virtually via Zoom Webinar

The City of Sedro-Woolley Planning Commission will hold public hearings on **February 20, 2024 at 6:30 PM**, in the Sedro-Woolley Council Chambers and via Zoom Webinar, to hear testimony regarding the following proposed amendments to the City Comprehensive Plan and the City Development Regulations:

Possible amendments to the Comprehensive Land Use map and the Zoning map:

1. Rezone request #2023-004 – Bendtsen – request to change the zoning designation of roughly 0.85 acres of land from Residential 7 to Residential 15

Possible amendments to the City Development Regulations:

1. Proposed amendments to Chapter 16.04 SWMC to add a definition for “Shadow Plat” and to allow shadow platting as a method of satisfying the minimum density requirement of 4 dwelling units per acre

Interested parties can comment on the proposed changes in writing or at the hearing.

Written comments must be received by 4:30 PM on February 20, 2024 to be considered at the public hearing. Send written comments to: City of Sedro-Woolley Planning Department, ATTN: Assistant Planner, 325 Metcalf Street, Sedro-Woolley, Washington, 98284, or by email to nmcgowan@sedro-woolley.gov.

Please go to the Planning Commission Meetings page on the Sedro-Woolley website (<https://sedrowoolleywa.portal.civicclerk.com>) to find the meeting materials and a link to join the webinar.

Published in the Skagit Valley Herald: February 10, 2024

CITY OF SEDRO-WOOLLEY
SEPA Notice of Threshold Determination
Determination of Non-significance (DNS)

Project Description: Non-project action to amend Chapter 16.04 of the Sedro-Woolley Municipal Code (SWMC) to add a definition for “Shadow Plat” and to allow shadow platting as a method of satisfying the minimum density requirements of 4 dwelling units per acre.

Proponent: City of Sedro-Woolley Planning Department

Location of Project, Including Street Address: No specific address, non-project action.

Lead Agency, City of Sedro-Woolley: The lead agency for this proposal has determined that this non-project action does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required for this non-project action under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

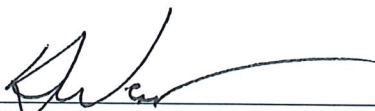
This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date of issue. Per SWMC 2.88.170, you may appeal this threshold determination in writing to the City of Sedro-Woolley Planning Department no later than 4:30 PM on **February 9, 2024**. Written appeals must be submitted to the Sedro-Woolley Planning Department, 325 Metcalf Street, Sedro-Woolley, Washington, 98284. Contact the Assistant Planner at (360) 855-0771 or electronically at nmcgowan@sedro-woolley.gov to read or ask about the procedures for SEPA appeals.

Responsible SEPA Official: Hiller West, Interim Planning Director – City of Sedro-Woolley
Contact Person: Nicole McGowan, Assistant Planner

Address: 325 Metcalf Street, Sedro-Woolley, WA 98284

Date of Issue: January 26, 2024

Signature:


Hiller West, Interim Planning Director

ORDINANCE NO. 2070-24

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AMENDMENTS TO CHAPTER 16.04 SWMC TO ADD A DEFINITION FOR “SHADOW PLAT” AND TO INCLUDE SHADOW PLATTING AS A METHOD OF EVENTUALLY SATISFYING THE MINIMUM DENSITY REQUIREMENT OF FOUR DWELLING UNITS PER ACRE

WHEREAS, several Sedro-Woolley residents have requested to perform short subdivisions of larger properties, typically greater than one acre in size. Most often, the goal is to section off one or two lots for personal ownership and sell the remaining property. However, due to the minimum density requirement of four dwelling units per acre found in the subdivision regulations (Chapter 16.04 SWMC), subdivision in this manner is not possible; and

WHEREAS, the Washington State Growth Management Act (GMA) requires that every city plan to reduce the inappropriate conversion of undeveloped land into sprawling, low-density development. The minimum residential density of four units per acre was put in place as a framework by the Growth Management Hearings Board to guide jurisdictions to that end. However, cities do have the ability to exercise discretion in how they achieve reduction of urban sprawl per the GMA while also accommodating local needs; and

WHEREAS, the Planning Commission reviewed and discussed this matter at the November 20, December 19, 2023 and February 20, 2024 Planning Commission meetings; and

WHEREAS, at the November 20, 2023 Planning Commission meeting, planning staff and the Planning Commission discussed different methods other jurisdictions have used to develop under the minimum density requirement of the GMA. Particular interest was shown in how the City of Mount Vernon has achieved gradual satisfaction of the minimum density requirement through shadow platting. The consensus was that this would also be a useful tool for the Sedro-Woolley community to use for gradual and well-planned development of its larger properties. Planning staff was tasked with drafting regulations to present at the next meeting; and

WHEREAS, at the December 19, 2023 Planning Commission meeting, planning staff presented draft regulations to the Planning Commission, modeled after Mount Vernon’s code language. The regulations are written to allow applicants to use shadow platting to satisfy the minimum density requirement of four dwelling units per acre over time if they can demonstrate that future development would allow for the eventual satisfaction of that minimum density requirement. The Planning Commission was satisfied with the draft regulations as they were written and tasked planning staff with preparing for a public hearing at the next meeting; and

WHEREAS, the Planning Commission held a public hearing on this matter during the February 20, 2024 Planning Commission meeting. At that meeting, the Commission reviewed the draft amendments and, following the public hearing, recommended that the City Council adopt amendments to Chapter 16.04 SWMC to add a definition for “shadow plat” and to include shadow platting as a method of eventually satisfying the minimum density requirement of four dwelling units per acre; and

WHEREAS, the proposed changes are supported by and implement the Comprehensive Plan; and

WHEREAS, pursuant to RCW 36.70A.106, a notice of intent to adopt amendments to the city development regulations was sent to the Washington State Department of Commerce on January 23,

2024. A 15-day expedited review was requested and granted by Commerce. The comment period ended February 7, 2024; and

WHEREAS, environmental review of the amendments has been completed and a Determination of Non-Significance was issued January 26, 2024; and

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

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

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

Section 1. Chapter 16.04 SWMC General Provisions is hereby amended as follows:

[...]

16.04.030 Definitions.

As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings:

- A. "Subdivision" is the division or redivision of land into five or more lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, except as provided in subsection F of this section.
- B. "Plat" is a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys or other divisions and dedications.
- C. "Dedication" is the deliberate appropriation of land by an owner for any general and public uses reserving to himself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat or short plat showing the dedication thereon; and the acceptance by the public shall be evidenced by the approval of such plat for filing by the appropriate governmental unit.
- D. "Preliminary plat" is a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements of a subdivision consistent with the requirements of this chapter. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.
- E. "Final plat" is the final drawing of the subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements set forth in this chapter and in local regulations adopted under this chapter.
- F. "Short subdivision" is the division or redivision of land into four or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership.
- G. "Binding site plan" means a drawing to a scale specified by local ordinance which: (a) identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters specified by local regulations; (b) contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the city in approving the site plan; and (c) contains provisions making any development be in conformity with the site plan.
- H. "Short plat" is the map or representation of a short subdivision.

I. “Lot” is a fractional part of divided lands having fixed boundaries, being of sufficient area and dimension to meet minimum zoning requirements for width and area. The term shall include tracts or parcels.

J. “Block” is a group of lots, tracts, or parcels within well defined and fixed boundaries.

K. “Code” is the Sedro-Woolley Municipal Code.

L. “City engineer” is the Sedro-Woolley director of public works.

M. “Director” is the Sedro-Woolley planning director.

N. “Hearing body” is the decision making body specified in Chapter [2.90](#), unless otherwise specified herein.

O. “Shadow plat” is the non-binding map or representation demonstrating that a property is capable of future subdivision according to current development regulations at minimum residential density.

16.04.040 Compliance with state law and land use code.

Every division of land shall comply with the provisions of state law and the provisions of this title. They shall conform to the comprehensive plan and all zoning regulations, in effect at the time any preliminary plat is approved. Lots shall be of a size and dimension and have access and infrastructure adequate to satisfy the requirements of this title and Sedro-Woolley Municipal Code Titles [13](#), [15](#) and [17](#). (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

16.04.050 Effect of noncompliance.

No building permit or other development permit shall be issued for any lot, tract or parcel of land divided in violation of state law or this subtitle, unless the director finds that the public interest will not be adversely affected by the decision. (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

16.04.060 Minimum and maximum residential density.

A. A subdivision, short plat, binding site plan, or planned residential development, solely for residential purposes, shall have an average net density, as defined in Section [17.04.030](#), for the entire development of not under four units per acre.

B. A variance from this requirement may be granted by the hearing body through the subdivision approval process to accommodate site constraints which make development at the required minimum density impractical or inconsistent with the purposes of this chapter.

C. Factors which may warrant a density reduction, include, but are not limited to:

1. Critical areas in excess of twenty percent of the site;
2. Stormwater management;
3. Significant wildlife corridors; and utility corridors.

D. As a condition of granting a density reduction, the applicant must demonstrate that the minimum density cannot be achieved by clustering the housing on the buildable portions of the site.

E. Shadow platting may be used to satisfy the minimum density requirements if the applicant can demonstrate that the proposed techniques would allow the eventual satisfaction of minimum density requirements through future development. The applicant must demonstrate that the current and proposed development will not preclude the provision of adequate access and infrastructure necessary for future development. A property owner subdividing property shall submit to the city a shadow plat with the subdivision application materials demonstrating that said property is capable of further subdivision according to current development regulations at minimum residential density. The submitted shadow plat need only identify proposed rights-of-way and lot sizes yielding the required density. Said shadow plat is non-binding and need not be recorded, provided that any proposal seeking to further develop the property in a manner which differs from the original shadow plat shall demonstrate that said development accommodates appropriate rights-of-way and continues to yield the minimum residential density required. Amending a shadow plat shall be an administrative process.

~~FE.~~ Maximum housing density is set in each zoning designation, in Title [17](#). (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

[...]

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

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 20____, and signed in authentication of its passage this _____ day of _____, 20____.

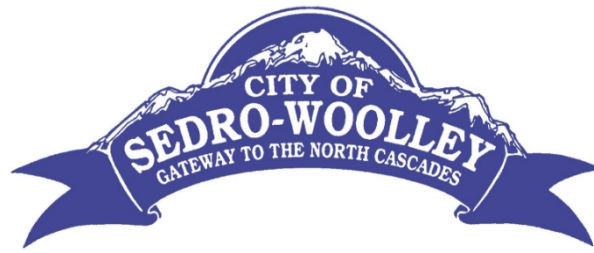
By: _____
JULIA JOHNSON, Mayor

Attest: _____
KELLY KOHNKEN, Finance Director

Approved as to form:

NIKKI THOMPSON, City Attorney

Published:



City Council Agenda Item

Agenda Item No.: m.4.

Date: March 27, 2024

From: Nicole McGowan, Planner

Subject: Bendtsen Rezone (RZ-2023-004) - Ordinances 2071-24 and 2073-24 - 1st Read

RECOMMENDED ACTION:

First read, no action requested.

ISSUE:

1. Should the City Council adopt the proposed amendments to the Comprehensive Plan?
2. Should the City Council adopt the proposed amendments to the Zoning Map?

BACKGROUND/SUMMARY INFORMATION:

The final remaining item on the 2023 Comprehensive Plan Docket is the Bendtsen Rezone request (RZ-2023-004), a proposal from a private landowner. The request by John Bendtsen is to change the zoning designation of a roughly 0.85-acre parcel of land at 406 Ball Street (Assessor's Parcel #P77185) from the current Residential 7 (R-7) zoning designation to Residential 15 (R-15).

During the May 16, 2023 Planning Commission public hearing for the Bendtsen Rezone, a statement was found in the intent section of Chapter 17.16 SWMC which restricted the rezoning of property to R-15. In response, a stay was placed on RZ-2023-004 until the issue was resolved. Said issue has since been resolved via Ordinance #2058-23, which removed said statement from Chapter 17.16 SWMC and allowed consideration of the Bendtsen Rezone to continue. The Planning Commission held a public hearing again for the Bendtsen Rezone during the February 20, 2024 meeting at which the Planning Commission made a recommendation to approve the proposal. Please see the detailed project analysis for the Bendtsen Rezone in the attached Planning Commission Findings of Fact, Conclusions and Recommendation (**Attachment 1**). Along with the Planning Commission's recommendation, that document contains maps, the comments received on the project and the procedural history for the project. **Attachments 2 and 3** are draft ordinances approving amendments to the Comprehensive Plan and amendments to the Zoning Map.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. 2023 Docket - PC Findings and Recommendation Bendtsen Rezone (3-27-24)
2. 2023 Docket Ordinance 2071-24 - Comp Plan updates (3-27-24)

3. 2023 Docket Ordinance 2073-24 - Zoning Map updates (3-27-24)

CITY OF SEDRO-WOOLLEY PLANNING COMMISSION STATE OF WASHINGTON

File #s – Requested by:

CPA-1-23 – RZ-2023-004 – Rezone request
from private property owner

2023 COMPREHENSIVE PLAN AMENDMENT REQUEST – 2023 DOCKET –

PLANNING COMMISSION FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDATION

Description of proposed amendments to the Comprehensive Plan & associated development regulations

Per the Growth Management Act (Chapter 36.70A RCW), changes to the Sedro-Woolley Comprehensive Plan may be considered no more than once per year. Amendments may be suggested by citizens, staff or elected officials. All proposed amendments to the Comprehensive Plan must be considered at one time. The list of proposed amendments is termed the “Docket.” Two proposals for Comprehensive Plan changes were requested for inclusion on the 2023 Comprehensive Plan Docket; two rezone requests (Peterson Rezone, RZ-2023-001 and Bendtsen Rezone, RZ-2023-004) from private property owners. The proposals were docketed and reviewed by the Planning Commission in accordance with Growth Management Act (GMA) and Chapters 2.88 and 2.90 of the Sedro-Woolley Municipal Code (SWMC). The Peterson Rezone (RZ-2023-001) has since been approved, however at the public hearing for the Bendtsen Rezone (RZ-2023-004), the Planning Commission found a statement within the Sedro-Woolley Municipal Code restricting the designation of any new areas to Residential 15. As a result, a stay was placed on rezone request RZ-2023-004 until the issue was resolved. The City Council approved Ordinance 2058-23 on December 13, 2023 which removed said statement from Chapter 17.16 SWMC and allowed consideration of the Bendtsen Rezone to continue. The Bendtsen rezone request (RZ-2024-004) from the 2023 Docket is described below.

CPA-1-23

File # RZ-2023-004 is a request from John Bendtsen (private property owner) to change the zoning designation of 406 Ball Street (Assessor’s Parcel #P77185) – a roughly 0.85-acre piece of land – from Residential 7 (R-7) to Residential 15 (R-15). The property to the north is zoned R-15 and the properties to the south, east and west are all zoned R-7. Uses surrounding the property include a 30-unit apartment complex to the north, a church to the

south and single-family homes to the east and west. Under the current R-7 zoning designation, residential development is limited to single-family residences on lots of 6,000 sq. ft. or greater at a maximum density of seven units per acre. If rezoned to R-15, it would allow the area to be developed for multifamily housing at a higher maximum density of 15 units per acre. The construction of multifamily residences would be limited to eight units per building at two stories or 12 units per building at three stories if the units are evenly distributed between the three floors. In the event the rezone to R-15 is approved, the property may be able to accommodate the development of approximately 12 housing units as opposed to the roughly 4-5 housing units that can be accommodated under the current R-7 zoning. Planning staff and the planning commission find the Bendtsen rezone request

The Planning Commission recommended approval of the proposed zoning change associated with File #RZ-2023-004. The recommended action will result in amendments to the zoning map and Comprehensive Land Use map.

Planning Commission Findings of Fact

Conformance with Growth Management Act

1. Per the GMA, a jurisdiction may only update its Comprehensive Plan once per year.
2. The City of Sedro-Woolley advertised on its website and in the Skagit Valley Herald on December 2, 2022 and January 3, 2023 that the deadline for accepting applications and proposals for Land Use Plan and Zoning Map Amendments or text amendments to the City's development regulations will be January 13, 2023.
3. A request for amendments to the Land Use Map and Zoning Map was received from John Bendtsen, a private property owner. The application for the rezone of 406 Ball Street was assigned file number RZ-2023-004.
4. At the February 1, 2023 joint City Council and Planning Commission study session, the City Council reviewed RZ-2023-004 for inclusion on the 2023 Comprehensive Plan Docket.
5. The Council reviewed and approved RZ-2023-004 to be placed on the 2023 Docket along with RZ-2023-001 (Peterson Rezone) at the February 1, 2023 meeting.
6. On February 23, 2023, a Notice of Application for RZ-2023-004 was mailed to all property owners and residents within 500 feet of 406 Ball Street, was posted on the property and was published in the legal notices section of the Skagit Valley Herald per SWMC 2.90.030.
7. Per RCW 36.70A.106, notice of the proposed Comprehensive Plan and zoning amendments were sent to the Washington State Department of Commerce for 60-day review on May 5, 2023. The review period expired July 4, 2023.
8. A SEPA Determination of Non-Significance (DNS) for the 2023 Comprehensive Plan updates and associated zoning map updates was issued on May 10, 2023. The DNS was published in the May 10, 2023 Skagit Valley Herald.
9. On May 5, 2023, in compliance with Chapter 2.90 SWMC, notice of the May 16, 2023 Public Hearing in front of the Planning Commission and opportunity to comment on the proposed amendments was published in the Skagit Valley Herald. No written comments were received for RZ-2023-004.

10. On May 16, 2023, the Planning Commission held a public hearing for RZ-2023-004. No public comments were made at the hearing. During the hearing, the Planning Commission found a statement within the Sedro-Woolley Municipal Code restricting the designation of any new areas to R-15. As a result, a stay was placed on rezone request RZ-2023-004 until the issue was resolved. The stay request from Mr. Bendtsen is included herein as **Attachment A**.
11. The above described issue was resolved via Ordinance #2058-23 (**Attachment B**), which removed the statement of issue, allowed for the application stay to be removed and the consideration of the rezone application to continue.
12. On January 5, 2024, in compliance with Chapter 2.90 SWMC, notice of a January 16, 2024 Public Hearing in front of the Planning Commission and opportunity to comment on the proposed amendments was published in the Skagit Valley Herald. No written comments were received. The January 16, 2024 Public Hearing was cancelled.
13. On February 10, 2024, in compliance with Chapter 2.90 SWMC, notice of a February 20, 2024 Public Hearing in front of the Planning Commission and opportunity to comment on the proposed amendments was published in the Skagit Valley Herald. One written comment was received from Genie Metcalf (resident of 810 Chester Street) on February 11, 2024. Ms. Metcalf wrote of the possibility that 406 Ball Street may contain wetlands. This comment is included herein as **Attachment C**. At the time of development application, the property will be subject to review under Chapter 17.65 SWMC – Regulations for Critical Areas. If critical areas are identified on the property, development shall be in accordance with minimum standards for critical area protection and impact mitigation. John Bendtsen was present to provide comment in person. He spoke in favor of the rezone, saying it would provide the much-needed additional housing for low to middle income Sedro-Woolley residents and multifamily fits well with existing uses in the area.
14. At the conclusion of the February 20, 2024 Public Hearing, the Planning Commission made a motion to recommend that the City Council move to approve the updates to the zoning map and corresponding updates to the Comprehensive Land Use Plan map. The motion passed 7-0.
15. The location of the Bendtsen Rezone request, RZ-2023-004, is shown herein as **Attachment D**.

Planning Commission Recommendations

RZ-2023-004 Rezone Request by **Bendtsen** – part of CPA-1-23 – Zoning change requested by private property owner

Based on the findings of fact and testimonies received by the Planning Commission, the Planning Commission recommends that the City Council **adopt** the proposed zoning map and corresponding Comprehensive Land Use map amendments proposed in RZ-2023-004 to change the zoning designation of 406 Ball Street (Assessor's Parcel #P77185) from Residential 7 to Residential 15. The recommended amendments are shown in **Attachment D**.

ATTACHMENTS

- A. Bendtsen Rezone stay request
- B. Ordinance #2058-23
- C. Metcalf written comment received February 11, 2024
- D. RZ-2023-004 - proposed amendments to the Sedro-Woolley zoning map and Comprehensive Land Use map

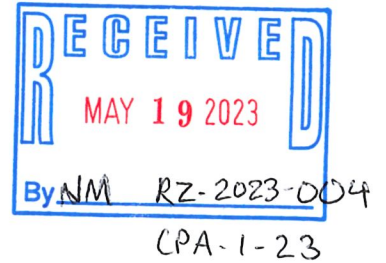
CERTIFICATION



Joe Franett, Planning Commission Chairman

03/21/2024
Date

May 19, 2023



City of Sedro-Woolley
Building & Planning Department
Planning Commission

RE: File #RZ-2023-004

Dear Nicole,

Following the Planning Commission meeting on Tuesday, May 16, where there was language identified in the code from 2004 that mentioned a R15 moratorium:

I understand that this issue with the code could affect my rezone application at 406 Ball Street.

I agree to a stay in the process until the issue can be resolved.

Sincerely,

A handwritten signature in black ink that reads "John Bendtsen". The signature is fluid and cursive, with a long horizontal stroke at the end.

John Bendtsen

ORDINANCE NO. 2058-23**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AMENDMENTS TO CHAPTER 17.16 SWMC TO REMOVE A STATEMENT IN THE INTENT SECTION RESTRICTING NEW R-15 ZONING DESIGNATIONS.**

WHEREAS, a statement restricting the rezoning of property to R-15 resides under the Intent statement at the beginning of Chapter 17.16 SWMC. The statement reads: “Because multifamily is permitted in the MC and CBD zones, no new areas shall be designated R-15.” This issue was recently discovered at a public hearing before the Planning Commission to consider a rezone request from R-7 to R-15 for the property located at 406 Ball Street (#RZ-2023-004); and

WHEREAS, the Planning Commission tasked Planning staff with finding the origin of this statement and proposing a code amendment to remove it. A stay was placed on the rezone application until the matter is resolved; and

WHEREAS, the Planning Commission discussed the proposed amendments to remove the statement of issue at its July 18 and August 15, 2023 meetings; and

WHEREAS, the Planning Commission held a public hearing on August 15, 2023 to review the draft amendments to Chapter 17.16 SWMC and, following the public hearing, recommended that the City Council adopt amendments to remove the statement in the Intent section restricting new R-15 zoning designations; and

WHEREAS, the proposed changes are supported by and implement the Comprehensive Plan; and

WHEREAS, pursuant to RCW 36.70A.106, a notice of intent to adopt amendments to the city development regulations was sent to the Washington State Department of Commerce on September 20, 2023. A 15-day expedited review was requested and granted by Commerce. The expedited comment period ended October 5, 2023; and

WHEREAS, environmental review of the amendments has been completed and a Determination of Non-Significance was issued November 3, 2023; and

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

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

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

Section 1. SWMC 17.16.005 Intent is hereby amended as follows:

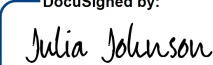
The intent of the R-15 zone is to achieve integration with Sedro-Woolley’s existing building types and configurations; incorporate open street layout similar to existing grid rather than closed circulation systems such as cul-de-sacs; maintain the look of conventional neighborhoods in scale, orientation to the

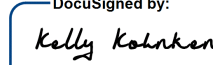
street, style, and appearance; and to avoid creation of large apartment “blocks” separate from other parts of the community. Larger-scale buildings are appropriate in the central business district or when combined with commercial uses in the Mixed Commercial zone. (Ord. 1484-04 § 6 (part), 2004)

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

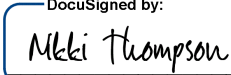
Section 3. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of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

PASSED by majority vote of the members of the Sedro-Woolley City Council this 13th day of December 2023, and signed in authentication of its passage this 15th day of December 2023.

By: 
3C84008CC8484BD
JULIA JOHNSON, Mayor

Attest: 
2C53B290694B4A9
KELLY KOHNKEN, Finance Director

Approved as to form:


8E783717B449479
NIKKI THOMPSON, City Attorney

Published:

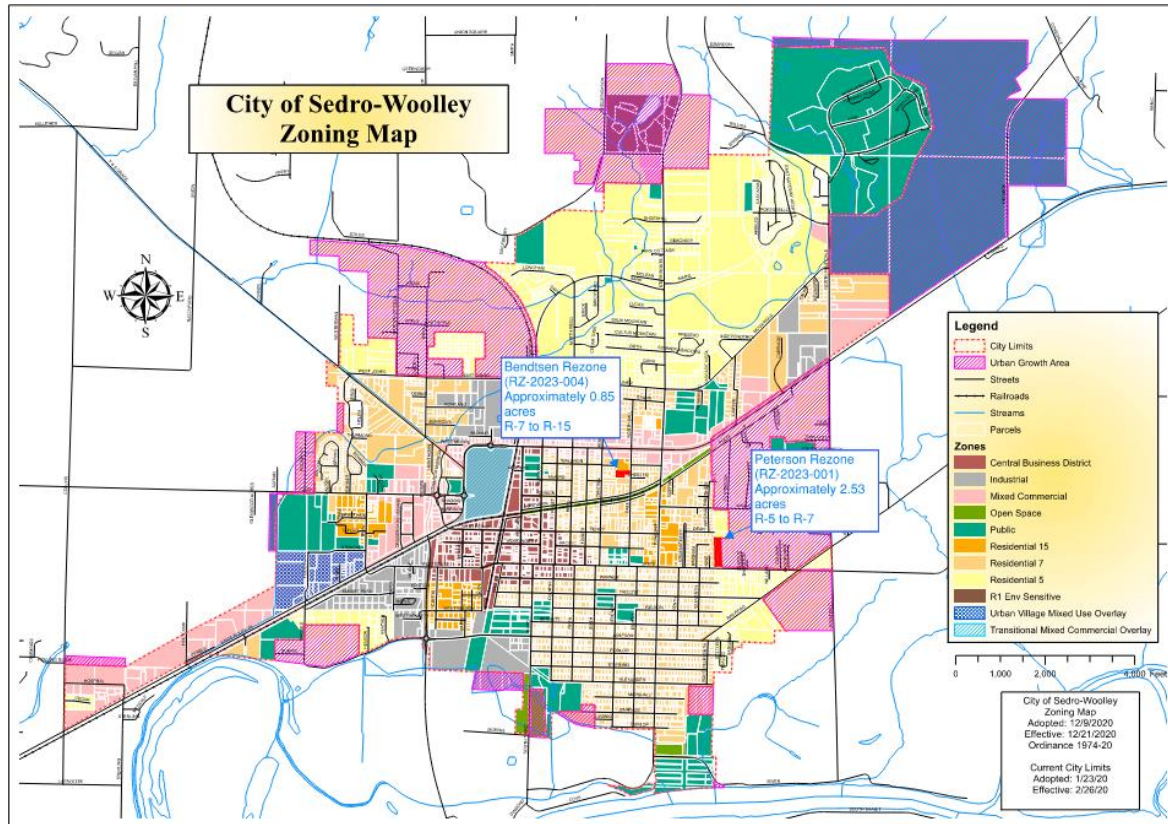
2/9/24 Meeting on 2/20/24 Attachment C
Metcalf Comment

Attn: Nicole Megowan
Assistant Planner
SIR Planning Department
RE: #2023-004 - Bendtsen
"Shadow Plat"
Property located on Ball Street

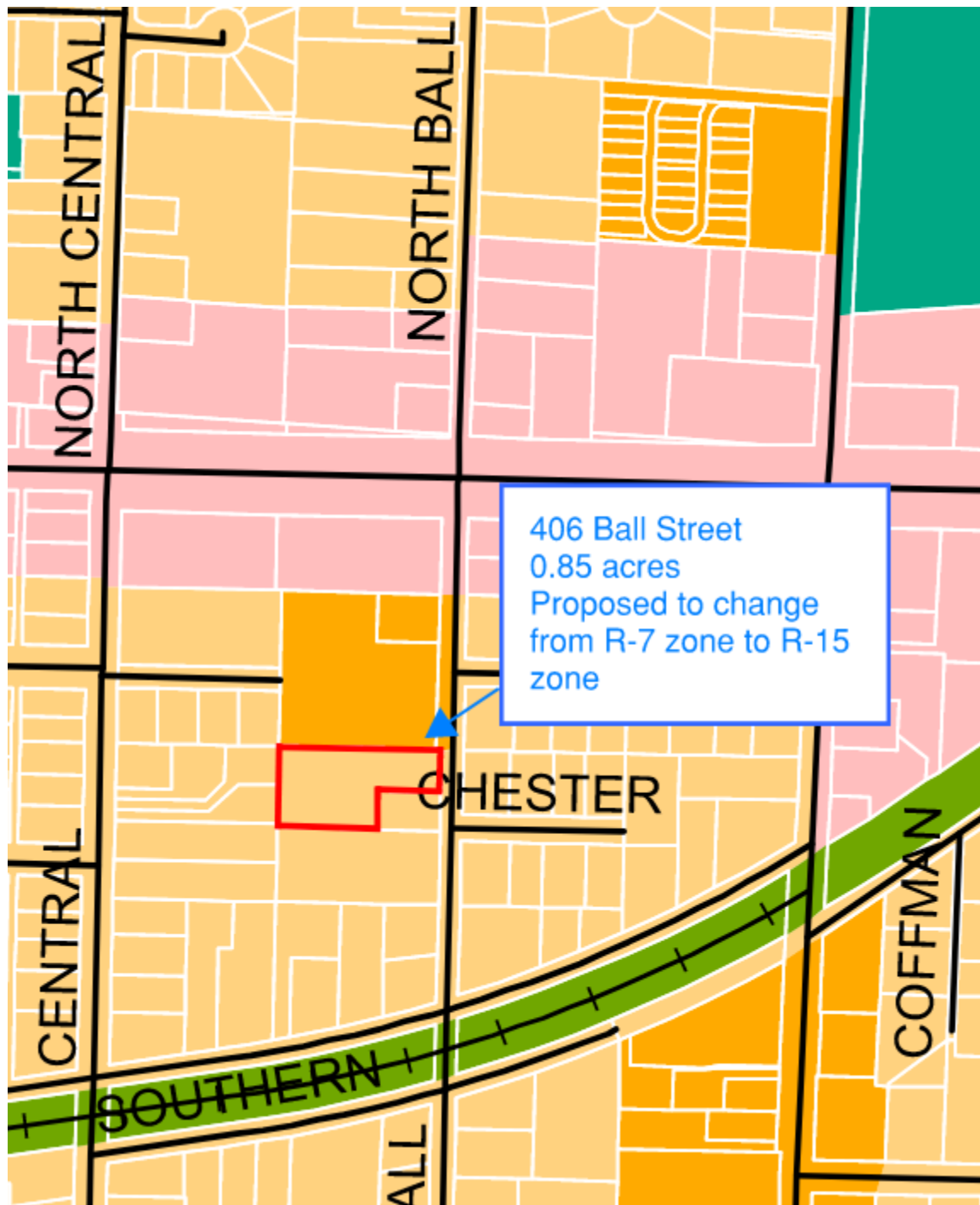
One of my neighbors told me that property was considered "Wet Lands" and there use to be a house there on that property that when it rained it would flood and the water would stay in the yard for a while. He also see deer live back there, too.

There is also alot of traffic on Ball Street right now, too.

Genie Metcalf
810 Chester Street
Sedro-Woolley, WA



Locations of the 2023 Docket rezone requests within the city. Note: RZ-2023-001 – Peterson Rezone request has already been approved. Consideration is for the remaining request, RZ-2023-004 - Bendtsen Rezone.



Zoning Map in the Bendtsen Rezone request area (RZ-2024-004).



Aerial image of land uses in the Bendtsen Rezone request area (RZ-2023-004).

Ordinance No. 2071-24

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON ADOPTING
AMENDMENTS TO THE COMPREHENSIVE LAND USE MAP AS REVIEWED AS
PART OF THE 2023
COMPREHENSIVE PLAN DOCKET.**

WHEREAS, applications for amendments to the Sedro-Woolley Comprehensive Plan were received by the published deadline of January 13, 2023; and

WHEREAS, the City of Sedro-Woolley established an on-going public participation process in accordance with RCW 36.70A.130(2) including the regular Planning Commission meetings, joint City Council and Planning Commission workshop(s), and Public Hearings to discuss proposed changes to the Comprehensive Plan; and

WHEREAS, public hearings were conducted before the Sedro-Woolley Planning Commission on May 16, 2023. During the May 16, 2023 public hearing for the Bendtsen Rezone (RZ-2023-004), a statement was found in the intent section of Chapter 17.16 SWMC which restricted the rezoning of property to R-15. In response, a stay was placed on RZ-2023-004 until the issue was resolved; and

WHEREAS, the above described issue was resolved via Ordinance #2058-23, which removed said statement from Chapter 17.16 SWMC and allowed consideration of the Bendtsen Rezone (RZ-2023-004) to continue; and

WHEREAS, a public hearing was again conducted before the Sedro-Woolley Planning Commission on February 20, 2024; and

WHEREAS, the Growth Management Act gives authority to Sedro-Woolley to update its Comprehensive Plan once per year in such a manner that all proposed amendments are considered by the governing body concurrently such that the governing body may evaluate their cumulative effect; and

WHEREAS, environmental review of the updated Comprehensive Plan has been completed and a Determination of Non-Significance was issued May 10, 2023, and that document is adopted by reference; and

WHEREAS, the proposed amendments to the Comprehensive Plan have been submitted to the Washington State Department of Commerce (COMM) and the required 60-day review period has passed; and

WHEREAS, as part of the 2023 Docket, the Planning Commission reviewed two rezone requests proposing amendments to the City's Zoning and Comprehensive Land Use maps; and

WHEREAS, the Planning Commission held public hearings on the proposed updates to the Comprehensive Plan and zoning map; and

WHEREAS, the City Council reviewed the Planning Commission’s hearings records and recommendations for the proposed updates to the Comprehensive Plan and zoning map; and

WHEREAS, in compliance with RCW36.70A.115, the City finds that the remaining zoning change and corresponding Comprehensive Land Use map amendments provide sufficient land capacity for development; and

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

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

Section 1. The *Comprehensive Plan Map* in Appendix A to the Sedro-Woolley Comprehensive Plan is hereby amended as set forth in the attached Exhibit A.

Section 2. This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____th day of _____, 20____, and signed in authentication of its passage this _____th day of _____, 20____.

By: _____
JULIA JOHNSON, Mayor

Attest: _____
KELLY KOHNKEN, Finance Director

Approved as to form:

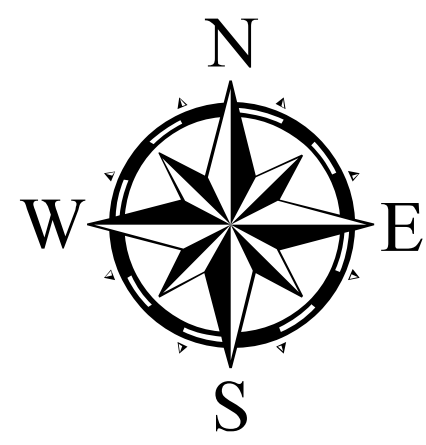
NIKKI THOMPSON, City Attorney

Published: _____

Exhibit A

To Ordinance No. 2071-24
Comprehensive Land Use Map

City of Sedro-Woolley 2023 Adopted Comprehensive Land Use Map Amendments



Bendtsen Rezone
Approximately 085
acres
R-7 to R-15

Legend

City Limits

Urban Growth Area

Streets

Railroads

Streams

Parcels

Zones

Central Business District

Industrial

Mixed Commercial

Open Space

Public

Residential 15

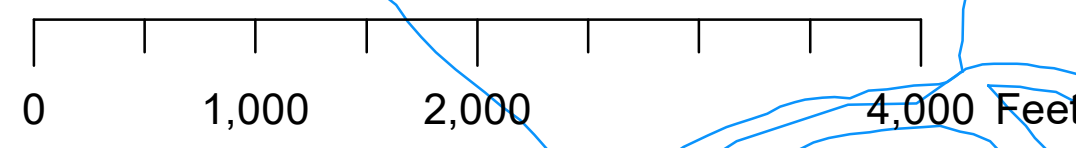
Residential 7

Residential 5

R1 Env Sensitive

Urban Village Mixed Use Overlay

Transitional Mixed Commercial Overlay



City of Sedro-Woolley
Zoning Map
Adopted: 12/9/2020
Effective: 12/21/2020

Ord# 2071-24

Ordinance No. 2073-24

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON ADOPTING
AMENDMENTS TO THE ZONING MAP AS REVIEWED AS PART OF THE 2023
COMPREHENSIVE PLAN DOCKET.**

WHEREAS, applications for amendments to the Sedro-Woolley Comprehensive Plan were received by the published deadline of January 13, 2023; and

WHEREAS, the City of Sedro-Woolley established an on-going public participation process in accordance with RCW 36.70A.130(2) including the regular Planning Commission meetings, joint City Council and Planning Commission workshop(s), and Public Hearings to discuss proposed changes to the Comprehensive Plan and zoning map; and

WHEREAS, public hearings were conducted before the Sedro-Woolley Planning Commission on May 16, 2023. During the May 16, 2023 public hearing for the Bendtsen Rezone (RZ-2023-004), a statement was found in the intent section of Chapter 17.16 SWMC which restricted the rezoning of property to R-15. In response, a stay was placed on RZ-2023-004 until the issue was resolved; and

WHEREAS, the above described issue was resolved via Ordinance #2058-23, which removed said statement from Chapter 17.16 SWMC and allowed consideration of the Bendtsen Rezone (RZ-2023-004) to continue; and

WHEREAS, a public hearing was again conducted before the Sedro-Woolley Planning Commission on February 20, 2024; and

WHEREAS, the Growth Management Act gives authority to Sedro-Woolley to update its Comprehensive Plan and zoning map once per year in such a manner that all proposed amendments are considered by the governing body concurrently such that the governing body may evaluate their cumulative effect; and

WHEREAS, environmental review of the updated Comprehensive Plan and zoning map has been completed and a Determination of Non-Significance was issued May 10, 2023, and that document is adopted by reference; and

WHEREAS, the proposed amendments to the Comprehensive Plan and zoning map have been submitted to the Washington State Department of Commerce (COMM) and the required 60-day review period has passed; and

WHEREAS, as part of the 2023 Docket, the Planning Commission reviewed two rezone requests proposing amendments to the City's Zoning Map, Comprehensive Plan and Comprehensive Land Use Map; and

WHEREAS, the Planning Commission held public hearings on the proposed updates to the Comprehensive Plan and zoning map; and

WHEREAS, the City Council reviewed the Planning Commission’s hearings records and recommendations for the proposed updates to the Comprehensive Plan and zoning map; and

WHEREAS, in compliance with RCW36.70A.115, the City finds that the remaining zoning change and corresponding Comprehensive Land Use Map amendments provide sufficient land capacity for future development; and

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

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

Section 1. The *Sedro-Woolley Zoning Map* is hereby amended as set forth in the attached Exhibit A.

Section 2. This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____th day of _____, 20____, and signed in authentication of its passage this _____th day of _____, 20____.

By: _____
JULIA JOHNSON, Mayor

Attest: _____
KELLY KOHNKEN, Finance Director

Approved as to form:

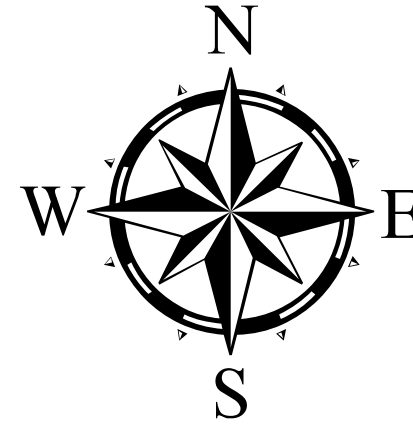
NIKKI THOMPSON, City Attorney

Published: _____

Exhibit A

To Ordinance No. 2073-24
Amended Zoning Map

City of Sedro-Woolley 2023 Adopted Zoning Map Amendments



Bendtsen Rezone
Approximately 0.85
acres
R-7 to R-15

Legend

- City Limits
 - Urban Growth Area
 - Streets
 - Railroads
 - Streams
 - Parcels
- ### Zones
- Central Business District
 - Industrial
 - Mixed Commercial
 - Open Space
 - Public
 - Residential 15
 - Residential 7
 - Residential 5
 - R1 Env Sensitive
 - Urban Village Mixed Use Overlay
 - Transitional Mixed Commercial Overlay

0 1,000 2,000 4,000 Feet

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