

Next Ord: 2006-22  
Next Res: 1093-22

**CITY COUNCIL AGENDA ( VIA ZOOM & IN PERSON)**

**March 23, 2022**

**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. Out of State Travel Approval - Finance Staff
- 2. Approval of Summer Experiences & Enrichment For Kids (SEEK) Contracts
- 3. Finance - Claims Checks and Payroll Checks
- 4. Resolution 1092-22 Ratifying Emergency Proclamation for Sewer Main Leak Repair on Western Street
- 5. Finance - Minutes from Joint City Council & Planning Commission Study Session held March 2, 2022
- 6. Minutes from Regular City Council Meeting held on March 9, 2022
- 7. MOU between Washington municipalities regarding allocation and use of potential settlement funds obtained in pending opioid litigation cases.

- f. Introduction of Special Guests and Presentations George Sidhu the Director of PUD will be presenting an overview to the Council.**

- g. Staff Reports**
- h. Councilmember and Mayor's Report**

- i. Proclamation(s)**

- j. Public Comments**

*Written comments or questions will be accepted by letter or via email at [finance@ci.sedro-woolley.wa.us](mailto:finance@ci.sedro-woolley.wa.us).*

- k. Public Hearing(s)**

- l. Unfinished Business**

- 1. 2nd Read - American Rescue Plan Act (ARPA) Allocation

- m. New Business**

- 1. Proposed 2021 Comprehensive Plan Docket Amendments

- n. Information Only Items**

- 1. Building Permit and Planning Permit Review Status
- 2. Public Works Director Signing Authority Record

- o. Good of the Order**
- p. Executive Session**
- q. Adjournment**

**Next Meeting(s) April 6th, 2022 Council Study Session**

*The City of Sedro-Woolley assures that no person shall on the grounds of race, color, national origin, sex, age, disability, income, or Limited English Proficiency (LEP) as provided by Title VI of the Civil Right Act of 1964, Title II of the American with Disabilities Act of 1990, and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City of Sedro-Woolley sponsored program or activity. The City of Sedro-Woolley will make every effort to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.*

**Topic: Sedro-Woolley City Council Meeting**

**Join Zoom Meeting**

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

Meeting ID: 917 8685 0179

Passcode: 091845

**OR One tap mobile**

+12532158782,,91786850179#,,,,\*091845# US (Tacoma)

+16699006833,,91786850179#,,,,\*091845# US (San Jose)

**OR Dial by your location**

+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



Agenda  
Item No. \_\_\_\_\_  
Date: March 23, 2022  
Subject: Out of State Travel Approval - Finance Staff

**FROM:**

Debbie Burton, Interim Finance Director

**RECOMMENDED ACTION:**

Motion to approve out of state travel request for finance staff to travel to Portland, OR in April.

**ISSUE:**

Should the Council approve out of state travel for the payroll/hr clerk to attend user conference in Portland, OR?

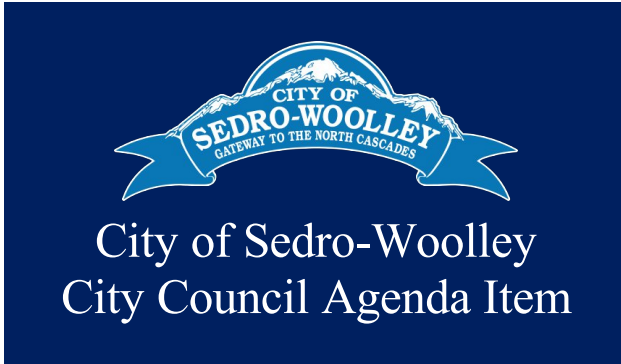
**BACKGROUND/SUMMARY INFORMATION:**

The purpose of the travel is for the payroll/hr clerk to attend the Springbrook user conference which will be held in Portland, OR from April 4-6, 2022. Springbrook is the finance software system for the City. Staff will attend training in their responsibility area. This training will allow the staff to learn more features of the software and to be more proficient in their daily work. The total cost of the conference, meals and lodging is estimated to be \$1,500. The training and travel expenses are budgeted in the 2022 budget.

**FISCAL IMPACT, IF APPROPRIATE:**

Expenditures included in budget.

**ATTACHMENTS:**



Agenda  
Item No. \_\_\_\_\_  
Date: March 23, 2022  
Subject: Approval of Summer Experiences &  
Enrichment For Kids (SEEK) Contracts

**FROM:**

Debbie Burton, Interim Finance Director

**RECOMMENDED ACTION:**

Motion to Approve Contracts for Summer Experiences & Enrichment for Kids (SEEK) programs with Association of Washington Cities and sub contracts with Skagit Valley Family YMCA and Boys & Girls Club Skagit County

**ISSUE:**

Should the Council approve the Contracts for Summer Experiences & Enrichment for Kids (SEEK) programs?

**BACKGROUND/SUMMARY INFORMATION:**

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

The City was awarded \$347,833 to be used for two summer camp programs. One program is with the Skagit Valley Family YMCA to offer a summer youth recreation center at the former library building and a summer runners club. The other program is with the Boys & Girls Club of Skagit County to operate a youth rugby summer sport camp. Both programs will be based in Sedro-Woolley and utilize City parks and facilities and provide meals for the participants. There will be no charge for any youth to participate in these programs.

**FISCAL IMPACT, IF APPROPRIATE:**

No budget impact due to the City receiving funding from AWC to pass through to Skagit Valley Family YMCA and Boys & Girls Club of Skagit County

**ATTACHMENTS:**

1. City of Sedro-Woolley and AWC Contract
2. City of Sedro-Woolley and Skagit Valley Family YMCA Contract
3. City of Sedro-Woolley and Boys and Girls Club Skagit County Contract

SEEK Funding Opportunity Subcontractor Funding Agreement

**Association of Washington Cities  
Service Subcontract (“Subcontract”) with**

**City of Sedro-Woolley**

through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)  
A program of the Washington Office of Superintendent of Public Instruction  
(OSPI)

**For**

<b>Jurisdiction Name</b>	City of Sedro-Woolley
<b>Program Description</b>	<ol style="list-style-type: none"><li>1. Youth Rugby Summer Sport Day Camp</li><li>2. Skagit Y Youth Recreation Center and Summer Runners Club</li></ol>

**Start date:** April 15, 2022

**End date:** November 15, 2022

## FACE SHEET

Subcontract Number: 22-49

## Association of Washington Cities (AWC)

## Summer Experiences &amp; Enrichment for Kids (SEEK) Fund

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

<b>1. Subcontractor</b> City of Sedro-woolley 325 Metcalf Street Sedro-woolley, WA 360-855-3165		<b>2. Subcontractor Doing Business As (optional)</b> DBA Name DBA Mailing Address DBA Physical Address	
<b>3. Subcontractor Representative</b> Debbie Burton  Finance Director dburton@sedro-woolley.gov		<b>4. AWC Representative</b> Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacobe@awcnet.org  1076 Franklin Street SE Olympia, WA 98501	
<b>5. Subcontract Amount</b> \$347833	<b>6. Start Date</b> April 15, 2022	<b>7. End Date</b> November 15, 2022	<b>8. Tax ID #</b> 91-6001276
<b>9. Subcontract Purpose</b> Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
<b>FOR SUBCONTRACTOR</b> DocuSigned by: <i>Debbie Burton</i> 877C3D91EBF9475...		<b>FOR Association of Washington Cities</b> DocuSigned by: <i>Alicia Suggers Martinelli</i> 03C618FE24EC417...	
2/15/2022 Date		2/16/2022 Date	

Last revision 11/23/2021

## SEEK Funding Opportunity Subcontractor Funding Agreement

### 1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

### 2. **PAYMENT**

AWC shall pay an amount not to exceed **\$347833** for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

### 3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-49**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subcontractor.

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

#### Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

#### Disallowed Costs

The Subcontractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



## SEEK Funding Opportunity Subcontractor Funding Agreement

### Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

#### **4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS**

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

#### **5. AGENT(S)**

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

#### **6. INSURANCE**

**a. Workers' Compensation Coverage.** The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

## SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

**b. Automobile Insurance.** In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**c. Business Automobile Insurance.** In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Subcontractor's employees' vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**d. Public Liability Insurance (General Liability).** The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

**e. Local Governments that Participate in a Self-Insurance Program.**

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor's business, operations/industry, and the performance of its respective obligations under this Subcontract.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations. Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.
- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.
- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

### **7. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

## SEEK Funding Opportunity Subcontractor Funding Agreement

**SUBCONTRACTOR GENERAL TERMS AND CONDITIONS**

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

## SEEK Funding Opportunity Subcontractor Funding Agreement

The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

## SEEK Funding Opportunity Subcontractor Funding Agreement

Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Subcontractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Subcontractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Subcontractor.

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" 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, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.

Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.

Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.

- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.



## SEEK Funding Opportunity Subcontractor Funding Agreement

**28. Registration with Department of Revenue.** The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

**29. Records Maintenance.** The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract 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 Subcontract. Subcontractor 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 Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or 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.

**30. Right of Inspection.** The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

**31. Severability.** The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

**32. Subcontracting.** Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

**33. Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
  - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

**38. Termination Procedure.** Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

## SEEK Funding Opportunity Subcontractor Funding Agreement

After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

- a. Stop work under this Subcontract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Subcontract that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Subcontractor under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Subcontract had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and
- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Subcontract which, in is in the possession of the Subcontractor and in which AWC has or may acquire an interest.

**39. Treatment of Assets.** Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

**40. Waiver.** A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

## SEEK Funding Opportunity Subcontractor Funding Agreement

this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

## SEEK Application & Scope of Work

### ***Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application***

#### **Youth Rugby Summer Sport Day Camp**

Youth in the Sedro-Woolley community have historically been underserved and come from low-income families. Limited resources and access has provided a gap in experiences and mentorship. Through our summer sports camp, the Boys & Girls Clubs of Skagit County will provide the experiences and mentorship that this community needs. Through a partnership with the Seattle Seawolves (Major League Rugby team), Youth Development Professionals for the camp will be sourced from athletic teams, specifically rugby. Through the summer, these athletes will be the day to day employees of the Club sports camp. Not only will this provide excellent sport learning and coaching opportunities, but it will also provide our members with mentorship from international persons and people of color. The summer sports camp will focus on teaching our youth the game of rugby, and encouraging social-emotional development through teamwork. This is a sport not commonly played in the United States, but provides lots of opportunities. Through rugby, youth will develop skills training, while also working on teamwork and inclusion. Rugby is a sport that everyone can play and it is a wonderful model for our kids to learn by. While rugby will be the main focus of the summer camp, there will also be opportunities for small group discussions, mentorship, team building. Students will not only be encouraged to engage in physical outdoor recreation, but encouraged to engage in discussion around mental and physical health. As with all Boys & Girls Club programs, the well-being of the youth comes first. This is specifically focused around their Priority Outcomes of Academic Success, Healthy Lifestyles, and Good Character and Citizenship. The Clubs are also committed to reflecting their values of Fun, Respect, Integrity, Community, and Acceptance. Through a partnership through Sedro-Woolley School District, the summer sports camp has been granted access to Mary Purcell Elementary School. This will allow the Clubs to run two sites within Sedro-Woolley, one running regular Club summer programming and the other the summer sports camp. This will give twice as many kids access to summer activities. Mary Purcell Elementary School is located in the center of town, making it accessible to many communities. Day to day activities of the summer sports camp will include snack and lunch, outside time, small group discussions, and games. The program will be offered during the day, from 6:30 am to 6:30 pm, Monday through Friday. At least half of the time will be spent outdoors everyday. 5 cohorts of youth, serving about 100 kids, will be served for about 10 weeks of programming over the summer, from mid June to late August. There will be 6 on-site field trips/programs over the course of the program, bringing fun & further engagement to youth. The summer camp will be free for participants to ensure that there are none to limited barriers for participation. One bilingual staff member will be available to ensure that both English and Spanish speaking youth can fully participate in the program. Any transportation necessary will be provided by the district through the partnership with the Clubs.

#### **Skagit Y Youth Recreation Center and Summer Runners Club**

Running is a skill for life. It has a low bar for entry, and the time it takes to become proficient is much shorter than most other sports. It can easily be enjoyed as an individual or social group activity. Running presents an opportunity for kids to foster an active lifestyle, gain healthy coping skills for stress and anxiety, increase bodily awareness and mental stamina, and appreciate nature. The Skagit Valley and surrounding region boasts a plethora of beautiful scenery and trails, making it the perfect place to

cultivate a love of the outdoors. Running promotes a method for health and wellness that is much easier to carry into adulthood with minimal expense. It's also highly adaptable to any environment—on a trail or treadmill, in a quiet neighborhood or a busy city. Sedro-Woolley is a great location for runners with a comfortable urban core and plentiful trails and green spaces integrated within the City and surrounding areas. Children of families who lack the time and money to keep their kids engaged in a sports program still deserve a fair chance at a healthy mind, body and spirit. Running is one solution for this challenge, but a health and wellness program alone may not be enough. In the 2020-2021 academic school year, the Sedro-Woolley school district reported that about 52% of their student population was considered low-income, while about 5% were experiencing homelessness. In a survey conducted by the city before the pandemic, Sedro-Woolley families identified youth recreation as their number one need, closely followed by arts/theater programs. Secret Harbor, a nonprofit agency that staffs two foster care group homes, provides in-home case aide and supports foster families, has also identified to the Skagit Valley Family YMCA that they often need fun, low-barrier, supportive outlets for foster children in their care and placed with their foster families. Given the impacts of the pandemic on youth—particularly already marginalized youth of color and LGBTQ+ youth—the need for safe, supportive, low-barrier social connections that improve physical and mental health are more important than ever before. The Skagit Valley Family YMCA proposes a dual outdoor recreational and low-barrier youth program for grades 5 through 12 targeted for the Sedro-Woolley School District/Sedro-Woolley area youth and foster care youth referred through Secret Harbor. The entire program would span the full nine-week summer 2022 break from mid-June to mid-August:

1. Establish the Skagit Y Youth Recreation Center located at the City of Sedro-Woolley's old library location at 802 Ball Street. Hours of operation would run Monday-Friday from 12:00 pm-6:30 pm. The program would be staffed primarily by Y Wellness Team staff, with collaboration from our Childcare Team, fitness instructors, health coaches, and the Oasis Teen Shelter team to operate social emotional learning opportunities, physical fitness, and arts programs. Youth would be divided into older and younger group activities and zones based on the number of youth present. A park is located on the same lot for outdoor activities, and next door is a Community Center with additional space for programming as needed. Youth from other communities, as long as they fall within the age ranges of grades 5-12 (and under 18), would also be welcomed to drop-in to the space. The space would also provide additional collaboration opportunities with Y partners—for example, Secret Harbor could schedule a weekly drop-in day for their group home foster youth. The program would operate free of charge to the community, providing a lunch, dinner and snacks on site to all youth present. Local parent-led groups, such as the Sedro-Woolley Youth Soccer Association, would be invited to use the space for ongoing sports registration needs, providing a one-stop shop through the entire summer break for parents who need to register their children. The program would also operate as the hub for the Skagit Y Summer Runners Club. The space is large enough that other program partnerships are entirely possible. The Skagit Y would love to use this SEEK Grant opportunity to leverage other youth-serving organizations to provide activities and recreation through the facility. If granted, the Skagit Y agrees to explore additional youth recreational opportunities within the space between January and June of 2022.
2. Run a Skagit Y Summer Runners Club. The program would, like the Youth Recreation Center, be targeted for Sedro-Woolley school district students grades 5-12 and foster care youth through Secret Harbor. The Runners Club would run Monday-Friday from 4:00 pm-5:30 pm. The program would encourage a free, optional adult "buddy" to participate with each student. A buddy may be a parent, foster parent, guardian or friend as long as legal custodial consent is given for their inclusion in the program with the student. The program would encourage buddy registration to strengthen familial and foster family bonds—but ultimately, this feature is optional. Trained Y staff would directly facilitate the Runners Club, providing basic running skills and health information, tracking youth mileage goals, enthusiastically sharing the joys of being active. Priority registration for the Runners Club would open first to Sedro-Woolley school district students and Secret Harbor youth/foster families.

If additional slots remain after the initial registration phase, then the program would open to referrals from surrounding school districts. The program would culminate in a 5k, 10k, and 15k race in August hosted at Northern State. Students would begin at 4:00 pm each weekday session; warm up, run and cool down by 5:30 pm; and gather for a meal at the Youth Recreation Center until transportation home by 6:30 pm. Anyone 18 years of age or older who participates in either the Youth Rec Center or Summer Runners Club would be required to complete a background check in accordance with Skagit Y youth program policies. The Skagit Y and the City of Sedro-Woolley have been in talks about increased youth recreational programs now for almost four years. We are thrilled at the possibility of using the SEEK Grant to kick off this partnership with the City of Sedro-Woolley and leverage a new relationship with Secret Harbor. This opportunity also allows the Y to get to know the youth and families in Sedro-Woolley better as we have historically concentrated most youth sports and recreational programs within Mount Vernon. This program sets the stage for ongoing partnerships at the Youth Recreation Center in Sedro-Woolley, and allows us to test a model for drop-in youth programming and a Runners Club model we hope to apply to additional locations. As a mission-driven organization focused on the three key areas of youth development, healthy living and social responsibility, the Summer Runners Club fits perfectly within our mission to create positive community change through relationships by empowering the mind, body, and spirit of ALL.



## Attachment B

## Budget &amp; Project Costs Worksheet

## Budget (as presented in the SEEK application Project Costs Worksheet)

Project: Youth Rugby Summer Sport Day Camp

<b>Project Costs</b>	<b>Summer 2022</b>
Staff	\$152833
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) ( <i>must be directly related to program being offered</i> )	\$7000
Scholarships or subsidies	\$
Transportation	\$6000
Facilities	\$15000
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$12000
**Meals	\$
Other (please specify)	\$1000
<b>TOTAL</b>	<b>\$193833</b>

Project: Skagit Y Youth Recreation Center and Summer Runners Club

<b>Project Costs</b>	<b>Summer 2022</b>
Staff	\$71000
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) ( <i>must be directly related to program being offered</i> )	\$59000
Scholarships or subsidies	\$
Transportation	\$12000
Facilities	\$3000
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$2500
**Meals	\$6500
Other (please specify)	\$
<b>TOTAL</b>	<b>\$154000</b>

**Attachment C**

**Subcontractor Reporting Requirements**

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

**Attachment D**

**Subcontractor Agent(s)**

***List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.***

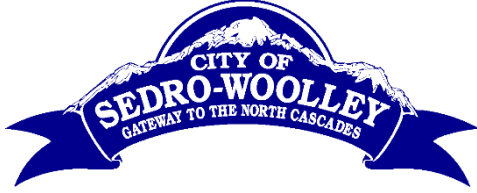
Name of Agent	Address
Boys & Girls Club of Skagit County	3302 Cedardale Rd, STE 1-100, Mount Vernon, WA 9827
Skagit Valley Family YMCA	Agen1901 Hoag Rd, Mount Vernon, WA 98273
Agent #3	Agent Address #3
Agent #4	Agent Address #4
Agent #5	Agent Address #5
Agent #6	Agent Address #6
Agent #7	Agent Address #7

**Attachment E****Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



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

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**City of Sedro-Woolley  
Service Subcontract (“Subcontract”) with  
Skagit Valley Family YMCA  
through Summer Experiences & Enrichment for Kids Fund (SEEK Fund)  
A program of the Washington Office of Superintendent of Public Instruction  
(OSPI)**

**Contractor Name:** Skagit Valley Family YMCA  
**Program Description:** Skagit Y Youth Recreation Center and Summer Runners Club  
**Start date:** April 15, 2022  
**End date:** November 15, 2022

**Contract Number: 22-2**

**FACT SHEET**

**Summer Experiences & Enrichment for Kids (SEEK) Fund**

The CITY OF SEDRO-WOOLLEY is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

**1. Subcontractor**

Skagit Valley Family YMCA  
1901 Hoag Rd,  
Mount Vernon, WA 98273

**2. Subcontractor Representative**

Kat Lohman  
Director of Advancement  
360-329-2693  
k.lohman@skagitymca.org

**3. City Representative**

Debbie Burton  
Finance Director  
360-855-3165  
dburton@sedro-woolley.gov

**4. Subcontract Amount**

\$154,000

**6. Start Date**

April 15, 2022

**7. End Date**

November 15, 2022

**8. Tax ID #**

91-0565022

**9. Subcontract Purpose**

Carry out summer activities under the OSPI SEEK program as described in Attachment A. City of Sedro-Woolley and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.

**FOR SUBCONTRACTOR**

\_\_\_\_\_  
**Dean Snider, Executive Director**

\_\_\_\_\_  
**Date**

**FOR City of Sedro-Woolley**

\_\_\_\_\_  
**Julia Johnson, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Debbie Burton, Finance Director**

\_\_\_\_\_  
**Date**

**APPROVED TO FORM**

\_\_\_\_\_  
**Nikki Thompson, City Attorney**

\_\_\_\_\_  
**Date**

## SEEK Funding Opportunity Subcontractor Funding Agreement

### 1. SUBCONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract. The Representative for CITY OF SEDRO-WOOLLEY and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

### 2. PAYMENT

CITY OF SEDRO-WOOLLEY shall pay an amount not to exceed \$193,833 for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

### 3. BILLING PROCEDURES AND PAYMENT

CITY OF SEDRO-WOOLLEY will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for CITY OF SEDRO-WOOLLEY not more often than monthly. Subcontractor will use the invoice form provided by CITY OF SEDRO-WOOLLEY to request reimbursement.

The invoices shall describe and document, to CITY OF SEDRO-WOOLLEY's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-2**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, CITY OF SEDRO-WOOLLEY will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify CITY OF SEDRO-WOOLLEY.

Payment shall be considered timely if made by CITY OF SEDRO-WOOLLEY within thirty (45) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subcontractor.

CITY OF SEDRO-WOOLLEY may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by CITY OF SEDRO-WOOLLEY.

#### Duplication of Billed Costs

The Subcontractor shall not bill CITY OF SEDRO-WOOLLEY for services performed under this Subcontract, and CITY OF SEDRO-WOOLLEY shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

#### Disallowed Costs

The Subcontractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

#### Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and

supporting documents needed to close out the project no later than **September 15, 2022**.

City of Sedro-Woolley shall withhold 10 percent (10%) from each payment until acceptance by City of Sedro-Woolley of the final reporting from the Subcontractor has been submitted and verified.

#### **4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS**

Subcontractor will submit reports, in a form and format to be provided by City of Sedro-Woolley (See Attachment C). Data must be provided to City of Sedro-Woolley along with final billing.

#### **5. AGENT(S)**

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

5a. All persons, whether paid or not, under the direction of the subcontractor or third-party entity that the subcontractor has subcontracted with, who will have contact with children (persons under the age of 18) shall be subject to a background check that complies with federal standards for child care providers.

#### **6. INSURANCE**

**The subcontractor shall notify the City within five (5) days if any insurance is cancelled or lapsed.**

**a. Workers' Compensation Coverage.** The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease. Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against CITY OF SEDRO-WOOLLEY, its directors, officers, and employees.

If the Subcontractor, or any agent or volunteer retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and CITY OF SEDRO-WOOLLEY incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify CITY OF SEDRO-WOOLLEY for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed CITY OF SEDRO-WOOLLEY by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by CITY OF SEDRO-WOOLLEY to the Subcontractor for the performance of this Subcontract.



**b. Automobile Insurance.** In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:  
\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**c. Business Automobile Insurance.** In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 “owned autos only” must be secured. If the Subcontractor’s employees’ vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:  
\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**d. Public Liability Insurance (General Liability).** The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by CITY OF SEDRO-WOOLLEY, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

- Each Occurrence \$2,000,000
- General Aggregate \$3,000,000
- Products-Completed Operations Limit \$3,000,000
- Personal and Advertising Injury Limit \$1,000,000
- Fire Damage Limit (any one fire) \$ 50,000
- Sexual Abuse/Molestation Limit \$1,000,000

**e. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, and the City of Sedro-Woolley shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

**f. Proof of Insurance.** Certificates and or evidence satisfactory to the CITY OF SEDRO-WOOLLEY confirming the existence, terms and conditions of all insurance required above shall be delivered to CITY OF SEDRO-WOOLLEY within five (5) days of the Subcontractor’s receipt of Authorization to Proceed.

**g. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and for 30 days after end of contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at CITY OF SEDRO-WOOLLEY’s option. By requiring insurance herein, CITY OF SEDRO-WOOLLEY does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor’s liability under the indemnities and reimbursements granted to CITY OF SEDRO-WOOLLEY in this Subcontract. Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor’s liability or responsibility.

## 7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

**SUBCONTRACTOR GENERAL TERMS AND CONDITIONS**

**1. Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to CITY OF SEDRO-WOOLLEY, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor’s reports, including computer models and methodology for those models.

**2. Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**3. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the “ADA” 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**4. Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of CITY OF SEDRO-WOOLLEY.

**5. Assurances.** CITY OF SEDRO-WOOLLEY and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.

**6. Attorney’s Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney’s fees and costs.

**7. Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of CITY OF SEDRO-WOOLLEY, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of CITY OF SEDRO-WOOLLEY. Subcontractor will use the funding change request form provided by CITY OF SEDRO-WOOLLEY to request these budget revisions.

**8. Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. “Covered transactions” include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List.

The Subcontractor shall immediately notify the CITY OF SEDRO-WOOLLEY if, during the term of this subcontract, Subcontractor becomes debarred. CITY OF SEDRO-WOOLLEY may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

**9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.

**10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52. The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify CITY OF SEDRO-WOOLLEY of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

**11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify CITY OF SEDRO-WOOLLEY of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

**12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by CITY OF SEDRO-WOOLLEY or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

**13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered "works for hire", Subcontractor hereby

irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a **Creative Commons Attribution License**, version 4.0 or later.

All Materials the Subcontractor has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses. For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to non-commercial use, the **Creative Commons Attribution-NonCommercial-ShareAlike** license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Subcontractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Subcontractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Subcontractor.

**14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. CITY OF SEDRO-WOOLLEY

shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

**15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

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SEEK Funding Opportunity Subcontractor Funding Agreement

**16. Duplicate Payment.** CITY OF SEDRO-WOOLLEY shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

**17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.

**18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.

**19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

**20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless CITY OF SEDRO-WOOLLEY and all officials, agents, volunteers, and employees of CITY OF SEDRO-WOOLLEY, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" 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, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, volunteers, or any subcontractor or its employees.

Subcontractor expressly agrees to indemnify, defend, and hold harmless CITY OF SEDRO-WOOLLEY for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless CITY OF SEDRO-WOOLLEY shall not be eliminated or reduced by any actual or alleged concurrent negligence by CITY OF SEDRO-WOOLLEY, or their agents, employees, volunteers, or officials.

Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless CITY OF SEDRO-WOOLLEY, and their agents, employees, or officials.

**21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of CITY OF SEDRO-WOOLLEY. The Subcontractor will not hold itself out as nor claim to be an officer or employee of CITY OF SEDRO-WOOLLEY, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

**22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.

**23. Limitation of Authority.** Only CITY OF SEDRO-WOOLLEY or CITY OF SEDRO-WOOLLEY's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by CITY OF SEDRO-WOOLLEY.

**24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to CITY OF SEDRO-WOOLLEY. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify CITY OF SEDRO-WOOLLEY immediately of any allegations, claims, disputes, or challenges made against it under nondiscrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination

provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with CITY OF SEDRO-WOOLLEY.

**25. Overpayments.** Subcontractor shall refund to CITY OF SEDRO-WOOLLEY the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, CITY OF SEDRO-WOOLLEY may charge Subcontractor one percent (1%) per month on the amount due until paid in full.

**26. Public Disclosure.** Subcontractor acknowledges that CITY OF SEDRO-WOOLLEY is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and CITY OF SEDRO-WOOLLEY acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.

**27. Publicity.** The Subcontractor agrees to submit to CITY OF SEDRO-WOOLLEY all advertising and publicity matters relating to this Subcontract which in the CITY OF SEDRO-WOOLLEY's judgment, CITY OF SEDRO-WOOLLEY or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of CITY OF SEDRO-WOOLLEY.

**28. Registration with Department of Revenue.** The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

**29. Records Maintenance.** The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract 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 Subcontract. Subcontractor 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 Subcontract, shall be subject at all reasonable times to inspection, review or audit by the CITY OF SEDRO-WOOLLEY or the Superintendent, personnel duly authorized by CITY OF SEDRO-WOOLLEY or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or 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.

**30. Right of Inspection.** The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to CITY OF SEDRO-WOOLLEY or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of CITY OF SEDRO-WOOLLEY. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

**31. Severability.** The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

**32. Subcontracting.** Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written

approval of CITY OF SEDRO-WOOLLEY. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the CITY OF SEDRO-WOOLLEY for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, CITY OF SEDRO-WOOLLEY determines in its sole judgment that any agent of the Subcontractor is incompetent, CITY OF SEDRO-WOOLLEY shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by CITY OF SEDRO-WOOLLEY of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to CITY OF SEDRO-WOOLLEY.

**33. Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

**34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement. The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between CITY OF SEDRO-WOOLLEY and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with CITY OF SEDRO-WOOLLEY.

**35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, CITY OF SEDRO-WOOLLEY shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

**36. Termination for Default.** In the event CITY OF SEDRO-WOOLLEY determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, CITY OF SEDRO-WOOLLEY has the right to suspend or terminate this Subcontract. CITY OF SEDRO-WOOLLEY shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. CITY OF SEDRO-WOOLLEY reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by CITY OF SEDRO-WOOLLEY to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault

or negligence. The rights and remedies of the CITY OF SEDRO-WOOLLEY provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

**37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

a. At CITY OF SEDRO-WOOLLEY's discretion, CITY OF SEDRO-WOOLLEY may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

b. At CITY OF SEDRO-WOOLLEY's discretion, CITY OF SEDRO-WOOLLEY may give written notice to Subcontractor to suspend performance when CITY OF SEDRO-WOOLLEY determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When CITY OF SEDRO-WOOLLEY determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.

(3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to CITY OF SEDRO-WOOLLEY and an acceptable date cannot be negotiated, CITY OF SEDRO-WOOLLEY may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. CITY OF SEDRO-WOOLLEY shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.

c. CITY OF SEDRO-WOOLLEY may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. CITY OF SEDRO-WOOLLEY shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to CITY OF SEDRO-WOOLLEY in the event the termination option in this section is exercised.

d. For purposes of this section, "written notice" may include email.

**38. Termination Procedure.** Upon termination of this Subcontract the CITY OF SEDRO-WOOLLEY, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to CITY OF SEDRO-WOOLLEY any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The CITY OF SEDRO-WOOLLEY shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by CITY OF SEDRO-WOOLLEY and the amount agreed upon by the Subcontractor and CITY OF SEDRO-WOOLLEY for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by CITY OF SEDRO-WOOLLEY, and (d) the protection and preservation of the property, unless the termination is for default, in which case CITY OF SEDRO-WOOLLEY shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The CITY OF SEDRO-WOOLLEY may withhold from any amounts due to the Subcontractor such sum as CITY OF SEDRO-WOOLLEY determines to be necessary to protect CITY OF SEDRO-WOOLLEY against potential loss or liability.



The rights and remedies of CITY OF SEDRO-WOOLLEY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

- a. Stop work under this Subcontract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Subcontract that is not terminated;
- c. Assign to CITY OF SEDRO-WOOLLEY, in the manner, at the times, and to the extent directed by the CITY OF SEDRO-WOOLLEY, all rights, title, and interest of the Subcontractor under the orders and subcontracts in which case CITY OF SEDRO-WOOLLEY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of CITY OF SEDRO-WOOLLEY to the extent the CITY OF SEDRO-WOOLLEY may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to CITY OF SEDRO-WOOLLEY and deliver, in the manner, at the times and to the extent as directed by CITY OF SEDRO-WOOLLEY, any property which, if the Subcontract had been completed, would have been required to be furnished to CITY OF SEDRO-WOOLLEY;
- f. Complete performance of such part of the work not terminated by CITY OF SEDRO-WOOLLEY; and
- g. Take such action as may be necessary, or as CITY OF SEDRO-WOOLLEY may direct, for the protection and preservation of the property related to this Subcontract which, in is in the possession of the Subcontractor and in which CITY OF SEDRO-WOOLLEY has or may acquire an interest.

**39. Treatment of Assets.** Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage. All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

**40. Waiver.** A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

**Attachment A**  
**SEEK Application & Scope of Work**

**Skagit Y Youth Recreation Center and Summer Runners Club**

Running is a skill for life. It has a low bar for entry, and the time it takes to become proficient is much shorter than most other sports. It can easily be enjoyed as an individual or social group activity. Running presents an opportunity for kids to foster an active lifestyle, gain healthy coping skills for stress and anxiety, increase bodily awareness and mental stamina, and appreciate nature. The Skagit Valley and surrounding region boasts a plethora of beautiful scenery and trails, making it the perfect place to cultivate a love of the outdoors. Running promotes a method for health and wellness that is much easier to carry into adulthood with minimal expense. It's also highly adaptable to any environment on a trail or treadmill, in a quiet neighborhood or a busy city. Sedro-Woolley is a great location for runners with a comfortable urban core and plentiful trails and green spaces integrated within the City and surrounding areas. Children of families who lack the time and money to keep their kids engaged in a sports program still deserves a fair chance at a healthy mind, body and spirit. Running is one solution for this challenge, but a health and wellness program alone may not be enough. In the 2020-2021 academic school year, the Sedro-Woolley school district reported that about 52% of their student population was considered low-income, while about 5% were experiencing homelessness. In a survey conducted by the city before the pandemic, Sedro-Woolley families identified youth recreation as their number one need, closely followed by arts/theater programs. Secret Harbor, a nonprofit agency that staffs two foster care group homes, provides in-home case aide and supports foster families, has also identified to the Skagit Valley Family YMCA that they often need fun, low-barrier, supportive outlets for foster children in their care and placed with their foster families. Given the impacts of the pandemic on youth particularly already marginalized youth of color and LGBTQ+ youth the need for safe, supportive, low-barrier social connections that improve physical and mental health are more important than ever before. The Skagit Valley Family YMCA proposes a dual outdoor recreational and low-barrier youth program for grades 5 through 12 targeted for the Sedro-Woolley School District/Sedro-Woolley area youth and foster care youth referred through Secret Harbor. The entire program would span the full nine-week summer 2022 break from mid-June to mid-August:1. Establish the Skagit Y Youth Recreation Center located at the City of Sedro-Woolley's old library location at 802 Ball Street. Hours of operation would run Monday-Friday from 12:00 pm-6:30 pm. The program would be staffed primarily by Y Wellness Team staff, with collaboration from our Childcare Team, fitness instructors, health coaches, and the Oasis Teen Shelter team to operate social emotional learning opportunities, physical fitness, and arts programs. Youth would be divided into older and younger group activities and zones based on the number of youth present. A park is located on the same lot for outdoor activities, and next door is a Community Center with additional space for programming as needed. Youth from other communities, as long as they fall within the age ranges of grades 5-12 (and under 18), would also be welcomed to drop-in to the space. The space would also provide additional collaboration opportunities with Y partners for example, Secret Harbor could schedule a weekly drop-in day for their group home foster youth. The program would operate free of charge to the community, providing a lunch, dinner and snacks on site to all youth present. Local parent-led groups, such as the Sedro-Woolley Youth Soccer Association, would be invited to use the space for ongoing sports registration needs, providing a one-stop shop through the entire summer break for parents who need to register their children. The program would also operate as the hub for the Skagit Y Summer Runners Club. The space is large enough that other program partnerships are entirely possible. The Skagit Y would love to use this SEEK Grant opportunity to leverage other youth-serving organizations to provide activities and recreation through the facility. If granted, the Skagit Y agrees to explore additional youth recreational opportunities within the space between January and June of 2022.2. Run a Skagit Y Summer Runners Club. The program would, like the

Youth Recreation Center, be targeted for Sedro-Woolley school district students grades 5-12 and foster care youth through Secret Harbor. The Runners Club would run Monday-Friday from 4:00 pm-5:30 pm. The program would encourage a free, optional adult buddy to participate with each student. A buddy may be a parent, foster parent, guardian or friend as long as legal custodial consent is given for their inclusion in the program with the student. The program would encourage buddy registration to strengthen familial and foster family bonds but ultimately, this feature is optional. Trained Y staff

would directly facilitate the Runners Club, providing basic running skills and health information, tracking youth mileage goals, enthusiastically sharing the joys of being active. Priority registration for the Runners Club would open first to Sedro-Woolley school district students and Secret Harbor youth/foster families.

If additional slots remain after the initial registration phase, then the program would open to referrals from surrounding school districts. The program would culminate in a 5k, 10k, and 15k race in August hosted at Northern State. Students would begin at 4:00 pm each weekday session; warm up, run and cool down by 5:30 pm; and gather for a meal at the Youth Recreation Center until transportation home by 6:30 pm. Anyone 18 years of age or older who participates in either the Youth Rec Center or Summer Runners Club would be required to complete a background check in accordance with Skagit Y youth program policies. The Skagit Y and the City of Sedro-Woolley have been in talks about increased youth recreational programs now for almost four years. We are thrilled at the possibility of using the SEEK Grant to kick off this partnership with the City of Sedro-Woolley and leverage a new relationship with Secret Harbor. This opportunity also allows the Y to get to know the youth and families in Sedro-Woolley better as we have historically concentrated most youth sports and recreational programs within Mount Vernon. This program sets the stage for ongoing partnerships at the Youth Recreation Center in Sedro-Woolley, and allows us to test a model for drop-in youth programming and a Runners Club model we hope to apply to additional locations. As a mission-driven organization focused on the three key areas of youth development, healthy living and social responsibility, the Summer Runners Club fits perfectly within our mission to create a positive community change through relationships by empowering the mind, body, and spirit of ALL.

**Attachment B**

**Budget & Project Costs Worksheet**

Project: Skagit Y Youth Recreation Center and Summer Runners Club

**Project Costs Summer 2022**

Staff : \$71,000.00

Equipment & supplies: \$59,000.00 (i.e. sports equipment, art supplies, or water and snacks) (*must be directly related to program being offered*)

Transportation: \$12,000.00

Facilities: \$3,000.00

Fees (such as entrance fees for field trips): \$2,500.00

Other Meals: \$6,500.00

**TOTAL \$154,000.00**

## Attachment C

### Subcontractor Reporting Requirements

Reports must contain the following information:

Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.

Describe the type of program funded and the geographic area served.

Explain how the program targeted youth populations were recruited to participate.

Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.

What disproportionately impacted communities did the summer recreation program serve?

Discuss program successes and challenges.

**Attachment D**

**Subcontractor Agent(s)**

***List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.***

Name of Agent

Address

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## Attachment E

### **Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as amended by [Proclamation 21-14.3 – COVID-19 Vaccination Requirement \(dated November 24, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the proclamation. CITY OF SEDRO-WOOLLEY is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply. By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or CITY OF SEDRO-WOOLLEY, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



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

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**City of Sedro-Woolley Service Subcontract (“Subcontract”) with  
Boys & Girls Club of Skagit County  
through Summer Experiences & Enrichment for Kids Fund (SEEK Fund)  
A program of the Washington Office of Superintendent of Public Instruction  
(OSPI)**

**Contractor Name:** Boys & Girls Club of Skagit County  
**Program Description:** Youth Rugby Summer Sport Day Camp  
**Start date:** April 15, 2022  
**End date:** November 15, 2022

**Contract Number:** 22-1

**FACT SHEET**

**Summer Experiences & Enrichment for Kids (SEEK) Fund**

The CITY OF SEDRO-WOOLLEY is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

**1. Subcontractor**

Boys & Girls Club of Skagit County  
3302 Cedardale Rd, STE 1-100  
Mount Vernon, WA 98273

**2. Subcontractor Representative**

Ian Faley  
Executive Vice President  
360-202-9021  
ifaley@skagitclubs.org

**3. City Representative**

Debbie Burton  
Finance Director  
360-855-3165  
[dburton@sedro-woolley.gov](mailto:dburton@sedro-woolley.gov)

**4. Subcontract Amount**

\$193,833

**5. Start Date**

April 15, 2022

**6. End Date**

November 15, 2022



**7. Tax ID #**  
#91-1670669

**8. Subcontract Purpose**

Carry out summer activities under the OSPI SEEK program as described in Attachment A. City of Sedro-Woolley and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.

**FOR SUBCONTRACTOR**

\_\_\_\_\_  
**Ron McHenry, CEO**

\_\_\_\_\_  
**Date**

**FOR City of Sedro-Woolley**

\_\_\_\_\_  
**Julia Johnson, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Debbie Burton, Finance Director**

\_\_\_\_\_  
**Date**

**APPROVED TO FORM**

\_\_\_\_\_  
**Nikki Thompson, City Attorney**

\_\_\_\_\_  
**Date**

## SEEK Funding Opportunity Subcontractor Funding Agreement

### 1. SUBCONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract. The Representative for CITY OF SEDRO-WOOLLEY and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

### 2. PAYMENT

CITY OF SEDRO-WOOLLEY shall pay an amount not to exceed \$193,833 for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

### 3. BILLING PROCEDURES AND PAYMENT

CITY OF SEDRO-WOOLLEY will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for CITY OF SEDRO-WOOLLEY not more often than monthly. Subcontractor will use the invoice form provided by CITY OF SEDRO-WOOLLEY to request reimbursement.

The invoices shall describe and document, to CITY OF SEDRO-WOOLLEY's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-1**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, CITY OF SEDRO-WOOLLEY will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify CITY OF SEDRO-WOOLLEY.

Payment shall be considered timely if made by CITY OF SEDRO-WOOLLEY within thirty (45) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subcontractor.

CITY OF SEDRO-WOOLLEY may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by CITY OF SEDRO-WOOLLEY.

#### Duplication of Billed Costs

The Subcontractor shall not bill CITY OF SEDRO-WOOLLEY for services performed under this Subcontract, and CITY OF SEDRO-WOOLLEY shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

#### Disallowed Costs

The Subcontractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

#### Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and

supporting documents needed to close out the project no later than **September 15, 2022**.

City of Sedro-Woolley shall withhold 10 percent (10%) from each payment until acceptance by City of Sedro-Woolley of the final reporting from the Subcontractor has been submitted and verified.

#### **4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS**

Subcontractor will submit reports, in a form and format to be provided by City of Sedro-Woolley (See Attachment C). Data must be provided to City of Sedro-Woolley along with final billing.

#### **5. AGENT(S)**

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

5a. All persons, whether paid or not, under the direction of the subcontractor or third-party entity that the subcontractor has subcontracted with, who will have contact with children (persons under the age of 18) shall be subject to a background check that complies with federal standards for child care providers.

#### **6. INSURANCE**

**The subcontractor shall notify the City within five (5) days if any insurance is cancelled or lapsed.**

**a. Workers' Compensation Coverage.** The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease. Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against CITY OF SEDRO-WOOLLEY, its directors, officers, and employees.

If the Subcontractor, or any agent or volunteer retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and CITY OF SEDRO-WOOLLEY incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify CITY OF SEDRO-WOOLLEY for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed CITY OF SEDRO-WOOLLEY by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by CITY OF SEDRO-WOOLLEY to the Subcontractor for the performance of this Subcontract.

**b. Automobile Insurance.** In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:  
\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**c. Business Automobile Insurance.** In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 “owned autos only” must be secured. If the Subcontractor’s employees’ vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:  
\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**d. Public Liability Insurance (General Liability).** The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by CITY OF SEDRO-WOOLLEY, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

- Each Occurrence \$2,000,000
- General Aggregate \$3,000,000
- Products-Completed Operations Limit \$3,000,000
- Personal and Advertising Injury Limit \$1,000,000
- Fire Damage Limit (any one fire) \$ 50,000
- Sexual Abuse/Molestation Limit \$1,000,000

**e. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, and the City of Sedro-Woolley shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

**f. Proof of Insurance.** Certificates and or evidence satisfactory to the CITY OF SEDRO-WOOLLEY confirming the existence, terms and conditions of all insurance required above shall be delivered to CITY OF SEDRO-WOOLLEY within five (5) days of the Subcontractor’s receipt of Authorization to Proceed.

**g. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and for 30 days after end of contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at CITY OF SEDRO-WOOLLEY’s option. By requiring insurance herein, CITY OF SEDRO-WOOLLEY does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor’s liability under the indemnities and reimbursements granted to CITY OF SEDRO-WOOLLEY in this Subcontract. Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor’s liability or responsibility.

## **7. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

## **SUBCONTRACTOR GENERAL TERMS AND CONDITIONS**

**1. Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to CITY OF SEDRO-WOOLLEY, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor’s reports, including computer models and methodology for those models.

**2. Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**3. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the “ADA” 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**4. Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of CITY OF SEDRO-WOOLLEY.

**5. Assurances.** CITY OF SEDRO-WOOLLEY and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.

**6. Attorney’s Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney’s fees and costs.

**7. Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of CITY OF SEDRO-WOOLLEY, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of CITY OF SEDRO-WOOLLEY. Subcontractor will use the funding change request form provided by CITY OF SEDRO-WOOLLEY to request these budget revisions.

**8. Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. “Covered transactions” include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List.

The Subcontractor shall immediately notify the CITY OF SEDRO-WOOLLEY if, during the term of this subcontract, Subcontractor becomes debarred. CITY OF SEDRO-WOOLLEY may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

**9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.

**10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52. The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify CITY OF SEDRO-WOOLLEY of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

**11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify CITY OF SEDRO-WOOLLEY of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

**12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by CITY OF SEDRO-WOOLLEY or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

**13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered "works for hire", Subcontractor hereby

irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a **Creative Commons Attribution License**, version 4.0 or later.

All Materials the Subcontractor has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses. For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to non-commercial use, the **Creative Commons Attribution-NonCommercial-ShareAlike** license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Subcontractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Subcontractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Subcontractor.

**14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. CITY OF SEDRO-WOOLLEY shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

**15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

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SEEK Funding Opportunity Subcontractor Funding Agreement

**16. Duplicate Payment.** CITY OF SEDRO-WOOLLEY shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

**17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.

**18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.

**19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

**20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless CITY OF SEDRO-WOOLLEY and all officials, agents, volunteers, and employees of CITY OF SEDRO-WOOLLEY, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" 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, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, volunteers, or any subcontractor or its employees.

Subcontractor expressly agrees to indemnify, defend, and hold harmless CITY OF SEDRO-WOOLLEY for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless CITY OF SEDRO-WOOLLEY shall not be eliminated or reduced by any actual or alleged concurrent negligence by CITY OF SEDRO-WOOLLEY, or their agents, employees, volunteers, or officials.

Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless CITY OF SEDRO-WOOLLEY, and their agents, employees, or officials.

**21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of CITY OF SEDRO-WOOLLEY. The Subcontractor will not hold itself out as nor claim to be an officer or employee of CITY OF SEDRO-WOOLLEY, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

**22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.

**23. Limitation of Authority.** Only CITY OF SEDRO-WOOLLEY or CITY OF SEDRO-WOOLLEY's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by CITY OF SEDRO-WOOLLEY.

**24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to CITY OF SEDRO-WOOLLEY. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify CITY OF SEDRO-WOOLLEY immediately of any allegations, claims, disputes, or challenges made against it under nondiscrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination



provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with CITY OF SEDRO-WOOLLEY.

**25. Overpayments.** Subcontractor shall refund to CITY OF SEDRO-WOOLLEY the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, CITY OF SEDRO-WOOLLEY may charge Subcontractor one percent (1%) per month on the amount due until paid in full.

**26. Public Disclosure.** Subcontractor acknowledges that CITY OF SEDRO-WOOLLEY is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and CITY OF SEDRO-WOOLLEY acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.

**27. Publicity.** The Subcontractor agrees to submit to CITY OF SEDRO-WOOLLEY all advertising and publicity matters relating to this Subcontract which in the CITY OF SEDRO-WOOLLEY's judgment, CITY OF SEDRO-WOOLLEY or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of CITY OF SEDRO-WOOLLEY.

**28. Registration with Department of Revenue.** The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

**29. Records Maintenance.** The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract 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 Subcontract. Subcontractor 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 Subcontract, shall be subject at all reasonable times to inspection, review or audit by the CITY OF SEDRO-WOOLLEY or the Superintendent, personnel duly authorized by CITY OF SEDRO-WOOLLEY or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or 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.

**30. Right of Inspection.** The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to CITY OF SEDRO-WOOLLEY or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of CITY OF SEDRO-WOOLLEY. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

**31. Severability.** The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

**32. Subcontracting.** Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written

approval of CITY OF SEDRO-WOOLLEY. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the CITY OF SEDRO-WOOLLEY for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, CITY OF SEDRO-WOOLLEY determines in its sole judgment that any agent of the Subcontractor is incompetent, CITY OF SEDRO-WOOLLEY shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by CITY OF SEDRO-WOOLLEY of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to CITY OF SEDRO-WOOLLEY.

**33. Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

**34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement. The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between CITY OF SEDRO-WOOLLEY and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with CITY OF SEDRO-WOOLLEY.

**35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, CITY OF SEDRO-WOOLLEY shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

**36. Termination for Default.** In the event CITY OF SEDRO-WOOLLEY determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, CITY OF SEDRO-WOOLLEY has the right to suspend or terminate this Subcontract. CITY OF SEDRO-WOOLLEY shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. CITY OF SEDRO-WOOLLEY reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by CITY OF SEDRO-WOOLLEY to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault

or negligence. The rights and remedies of the CITY OF SEDRO-WOOLLEY provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

**37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

a. At CITY OF SEDRO-WOOLLEY's discretion, CITY OF SEDRO-WOOLLEY may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

b. At CITY OF SEDRO-WOOLLEY's discretion, CITY OF SEDRO-WOOLLEY may give written notice to Subcontractor to suspend performance when CITY OF SEDRO-WOOLLEY determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When CITY OF SEDRO-WOOLLEY determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.

(3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to CITY OF SEDRO-WOOLLEY and an acceptable date cannot be negotiated, CITY OF SEDRO-WOOLLEY may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. CITY OF SEDRO-WOOLLEY shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.

c. CITY OF SEDRO-WOOLLEY may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. CITY OF SEDRO-WOOLLEY shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to CITY OF SEDRO-WOOLLEY in the event the termination option in this section is exercised.

d. For purposes of this section, "written notice" may include email.

**38. Termination Procedure.** Upon termination of this Subcontract the CITY OF SEDRO-WOOLLEY, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to CITY OF SEDRO-WOOLLEY any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The CITY OF SEDRO-WOOLLEY shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by CITY OF SEDRO-WOOLLEY and the amount agreed upon by the Subcontractor and CITY OF SEDRO-WOOLLEY for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by CITY OF SEDRO-WOOLLEY, and (d) the protection and preservation of the property, unless the termination is for default, in which case CITY OF SEDRO-WOOLLEY shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The CITY OF SEDRO-WOOLLEY may withhold from any amounts due to the Subcontractor such sum as CITY OF SEDRO-WOOLLEY determines to be necessary to protect CITY OF SEDRO-WOOLLEY against potential loss or liability.

The rights and remedies of CITY OF SEDRO-WOOLLEY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

- a. Stop work under this Subcontract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Subcontract that is not terminated;
- c. Assign to CITY OF SEDRO-WOOLLEY, in the manner, at the times, and to the extent directed by the CITY OF SEDRO-WOOLLEY, all rights, title, and interest of the Subcontractor under the orders and subcontracts in which case CITY OF SEDRO-WOOLLEY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of CITY OF SEDRO-WOOLLEY to the extent the CITY OF SEDRO-WOOLLEY may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to CITY OF SEDRO-WOOLLEY and deliver, in the manner, at the times and to the extent as directed by CITY OF SEDRO-WOOLLEY, any property which, if the Subcontract had been completed, would have been required to be furnished to CITY OF SEDRO-WOOLLEY;
- f. Complete performance of such part of the work not terminated by CITY OF SEDRO-WOOLLEY; and
- g. Take such action as may be necessary, or as CITY OF SEDRO-WOOLLEY may direct, for the protection and preservation of the property related to this Subcontract which, in is in the possession of the Subcontractor and in which CITY OF SEDRO-WOOLLEY has or may acquire an interest.

**39. Treatment of Assets.** Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage. All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

**40. Waiver.** A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

## Attachment A

### SEEK Application & Scope of Work

#### Youth Rugby Summer Sport Day Camp

Youth in the Sedro-Woolley community have historically been underserved and come from low-income families. Limited resources and access has provided a gap in experiences and mentorship. Through our summer sports camp, the Boys & Girls Clubs of Skagit County will provide the experiences and mentorship that this community needs. Through a partnership with the Seattle Seawolves (Major League Rugby team), Youth Development Professionals for the camp will be sourced from athletic teams, specifically rugby. Through the summer, these athletes will be the day to day employees of the Club sports camp. Not only will this provide excellent sport learning and coaching opportunities, but it will also provide our members with mentorship from international persons and people of color. The summer sports camp will focus on teaching our youth the game of rugby, and encouraging social emotional development through teamwork. This is a sport not commonly played in the United States, but provides lots of opportunities. Through rugby, youth will develop skills training, while also working on teamwork and inclusion. Rugby is a sport that everyone can play and it is a wonderful model for our kids to learn by. While rugby will be the main focus of the summer camp, there will also be opportunities for small group discussions, mentorship, team building. Students will not only be encouraged to engage in physical outdoor recreation, but encouraged to engage in discussion around mental and physical health. As with all Boys & Girls Club programs, the well-being of the youth comes first. This is specifically focused around their Priority Outcomes of Academic Success, Healthy Lifestyles, and Good Character and Citizenship. The Clubs are also committed to reflecting their values of Fun, Respect, Integrity, Community, and Acceptance. Through a partnership through Sedro-Woolley School District, the summer sports camp has been granted access to Mary Purcell Elementary School. This will allow the Clubs to run two sites within Sedro-Woolley, one running regular Club summer programming and the other the summer sports camp. This will give twice as many kids access to summer activities. Mary Purcell Elementary School is located in the center of town, making it accessible to many communities. Day to day activities of the summer sports camp will include snack and lunch, outside time, small group discussions, and games. The program will be offered during the day, from 6:30 am to 6:30 pm, Monday through Friday. At least half of the time will be spent outdoors every day. 5 cohorts of youth, serving about 100 kids, will be served for about 10 weeks of programming over the summer, from mid-June to late August. There will be 6 on-site field trips/programs over the course of the program, bringing fun & further engagement to youth. The summer camp will be free for participants to ensure that there are none to limited barriers for participation. One bilingual staff member will be available to ensure that both English and Spanish speaking youth can fully participate in the program. Any transportation necessary will be provided by the district through the partnership with the Clubs.

**Attachment B**

**Budget & Project Costs Worksheet  
Budget (as presented in the SEEK application Project Costs Worksheet)**

**Project: Youth Rugby Summer Sport Day Camp**

**Project Costs Summer 2022**

Staff: \$152,833.00

Equipment & supplies: \$7,000.00 (i.e. sports equipment, art supplies, or water and snacks) (*must be directly related to program being offered*)

Transportation: \$6,000.00

Facilities: \$15,000.00

Fees (such as entrance fees for field trips): \$12,000.00

Other –Meals (please specify): \$1,000.00

**TOTAL: \$193,833.00**

## Attachment C

### Subcontractor Reporting Requirements

Reports must contain the following information:

Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.

Describe the type of program funded and the geographic area served.

Explain how the program targeted youth populations were recruited to participate.

Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.

What disproportionately impacted communities did the summer recreation program serve?

Discuss program successes and challenges.

**Attachment D**

**Subcontractor Agent(s)**

***List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.***

Name of Agent

Address

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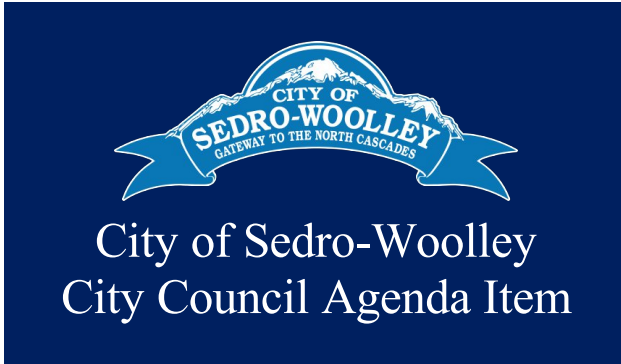


## Attachment E

### **Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as amended by [Proclamation 21-14.3 – COVID-19 Vaccination Requirement \(dated November 24, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the proclamation. CITY OF SEDRO-WOOLLEY is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply. By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or CITY OF SEDRO-WOOLLEY, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



Agenda  
Item No. \_\_\_\_\_  
Date: March 23, 2022  
Subject: Finance - Claims Checks and Payroll  
Checks

**FROM:**

Debbie Burton, Interim Finance Director

**RECOMMENDED ACTION:**

Review only

**ISSUE:**

**BACKGROUND/SUMMARY INFORMATION:**

Claims Checks #197291 through #197380, Plus ETFs and Payroll Checks #60636 through 60643, Plus EFT's.

**FISCAL IMPACT, IF APPROPRIATE:**

Claims Checks, plus EFTs totaling \$998,381.62 and Payroll Checks, plus EFTs totaling \$338,571.23.

**ATTACHMENTS:**

1. Claims Check Register 3-11 thru 3-23-22

# CHECK REGISTER

City Of Sedro-Woolley

Time: 15:28:21 Date: 00/00/0000

03/11/2022 To: 03/23/2022

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2336	03/14/2022	Claims	2	EFT	FirstNET/AT&T Mobility	45.87	
					001 - 518 80 42 020 - Telephone	45.87	
2485	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	661.52	
					101 - 576 80 47 070 - City Hall	661.52	
2486	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	1,898.02	
					101 - 576 80 47 070 - City Hall	1,898.02	
2487	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	392.19	
					001 - 522 50 47 000 - Utility Services	392.19	
2488	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	158.84	
					103 - 542 63 47 000 - Public Utilities	158.84	
2489	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	300.61	
					101 - 576 80 47 010 - Community Center	300.61	
2490	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	92.33	
					101 - 576 80 47 052 - Bingham Caretaker	92.33	
2491	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	26.90	
					101 - 576 80 47 050 - Hammer Square	26.90	
2492	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	448.89	
					101 - 576 80 47 020 - Senior Center	448.89	
2493	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	79.24	
					001 - 521 20 47 000 - Public Utilities	79.24	
2494	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	491.41	
					412 - 537 80 47 000 - Public Utilities	491.41	
2495	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	397.65	
					401 - 535 80 47 000 - Public Utilities	397.65	
2496	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	21.46	
					401 - 535 80 47 000 - Public Utilities	21.46	
2497	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	28.00	
					401 - 535 80 47 000 - Public Utilities	28.00	
2498	03/23/2022	Claims	2	EFT	Cascade Natural Gas Corp	400.93	
					101 - 576 80 47 053 - Other Utilities	400.93	
2499	03/23/2022	Claims	2	EFT	City of Sedro-Woolley	88.74	
					305 - 572 20 47 305 - Libraries - Utility Services	88.74	
2500	03/23/2022	Claims	2	EFT	City of Sedro-Woolley	13.48	
					101 - 576 80 47 053 - Other Utilities	13.48	
2501	03/23/2022	Claims	2	EFT	Comcast	71.95	
					101 - 576 80 47 020 - Senior Center	71.95	Senior Ctr
2502	03/23/2022	Claims	2	EFT	Pitney Bowes Global Fin Svcs	942.27	
					001 - 514 23 45 000 - Operating Rentals/Leases	235.56	
					001 - 521 20 42 010 - Postage	235.56	
					001 - 522 20 42 010 - Postage	235.56	
					001 - 524 20 42 000 - Postage	78.53	
					001 - 558 60 42 010 - Postage	78.53	
					001 - 595 10 42 000 - Postage	78.53	
2503	03/23/2022	Claims	2	EFT	Pitney Bowes	1,200.00	
					001 - 512 50 42 010 - Postage	268.03	
					001 - 514 23 42 010 - Postage	337.58	
					001 - 514 23 42 010 - Postage	0.52	
					001 - 521 20 42 010 - Postage	289.61	

# CHECK REGISTER

City Of Sedro-Woolley

Time: 15:28:21 Date: 00/00/0000

03/11/2022 To: 03/23/2022

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 522 20 42 010 - Postage			17.14	
			001 - 522 20 42 010 - Postage			23.36	
			001 - 524 20 42 000 - Postage			1.04	
			425 - 531 50 31 000 - Operating Supplies			8.50	
			401 - 535 80 42 015 - Postage			110.42	
			102 - 536 20 42 010 - Postage			24.53	
			412 - 537 80 42 010 - Postage			50.97	
			001 - 558 60 42 010 - Postage			64.80	
			001 - 595 10 42 000 - Postage			3.50	
2504	03/23/2022	Claims	2	EFT	Public Utility Dis No1	37.39	
			101 - 576 80 47 000 - Riverfront			37.39	
2505	03/23/2022	Claims	2	EFT	Public Utility Dis No1	55.81	
			101 - 576 80 47 053 - Other Utilities			55.81	
2506	03/23/2022	Claims	2	EFT	Public Utility Dis No1	301.32	
			102 - 536 20 47 000 - Public Utilities			301.32	
2507	03/23/2022	Claims	2	EFT	Public Utility Dis No1	37.39	
			101 - 576 80 47 000 - Riverfront			37.39	
2508	03/23/2022	Claims	2	EFT	Public Utility Dis No1	241.27	
			101 - 576 80 47 000 - Riverfront			241.27	
2509	03/23/2022	Claims	2	EFT	Public Utility Dis No1	74.54	
			412 - 537 80 47 000 - Public Utilities			74.54	
2510	03/23/2022	Claims	2	EFT	Public Utility Dis No1	229.00	
			401 - 535 80 47 000 - Public Utilities			229.00	
2511	03/23/2022	Claims	2	EFT	Public Utility Dis No1	80.68	
			103 - 542 63 47 000 - Public Utilities			80.68	
2512	03/23/2022	Claims	2	EFT	Public Utility Dis No1	351.75	
			101 - 576 80 47 070 - City Hall			351.75	
2513	03/23/2022	Claims	2	EFT	Public Utility Dis No1	209.58	
			101 - 576 80 47 053 - Other Utilities			209.58	
2514	03/23/2022	Claims	2	EFT	Public Utility Dis No1	111.37	
			101 - 576 80 47 051 - Bingham / Memorial			111.37	
2515	03/23/2022	Claims	2	EFT	Public Utility Dis No1	37.39	
			101 - 576 80 47 040 - Train			37.39	
2516	03/23/2022	Claims	2	EFT	Public Utility Dis No1	33.98	
			101 - 576 80 47 070 - City Hall			33.98	
2517	03/23/2022	Claims	2	EFT	Public Utility Dis No1	117.51	
			101 - 576 80 47 050 - Hammer Square			117.51	
2518	03/23/2022	Claims	2	EFT	Public Utility Dis No1	37.39	
			401 - 535 80 47 000 - Public Utilities			37.39	
2519	03/23/2022	Claims	2	EFT	Public Utility Dis No1	37.39	
			001 - 521 20 47 000 - Public Utilities			37.39	
2520	03/23/2022	Claims	2	EFT	Public Utility Dis No1	62.27	
			401 - 535 80 47 000 - Public Utilities			62.27	
2521	03/23/2022	Claims	2	EFT	Public Utility Dis No1	62.27	
			401 - 535 80 47 000 - Public Utilities			62.27	
2522	03/23/2022	Claims	2	EFT	Public Utility Dis No1	479.88	
			101 - 576 80 47 010 - Community Center			479.88	
2523	03/23/2022	Claims	2	EFT	Public Utility Dis No1	340.40	

# CHECK REGISTER

City Of Sedro-Woolley

Time: 15:28:21 Date: 00/00/0000

03/11/2022 To: 03/23/2022

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 020 - Senior Center			340.40	
2524	03/23/2022	Claims	2	EFT	Public Utility Dis No1	198.30	
			101 - 576 80 47 000 - Riverfront			198.30	
2525	03/23/2022	Claims	2	EFT	Public Utility Dis No1	75.37	
			101 - 576 80 47 053 - Other Utilities			75.37	
2526	03/23/2022	Claims	2	EFT	Public Utility Dis No1	156.44	
			001 - 522 50 47 000 - Utility Services			156.44	
2527	03/23/2022	Claims	2	EFT	Public Utility Dis No1	75.37	
			001 - 522 50 47 000 - Utility Services			75.37	
2528	03/23/2022	Claims	2	EFT	Public Utility Dis No1	67.96	
			001 - 522 50 47 000 - Utility Services			67.96	
2529	03/23/2022	Claims	2	EFT	NW Fiber LLC, dba Ziplly Fiber	492.13	
			001 - 521 20 42 020 - Telephone			108.88	
			001 - 521 20 42 020 - Telephone			126.47	
			101 - 576 80 47 070 - City Hall			256.78	
2530	03/23/2022	Claims	2	EFT	NW Fiber LLC, dba Ziplly Fiber	511.66	
			401 - 535 80 42 020 - Telephone			389.65	
			102 - 536 20 42 020 - Telephone			122.01	
2317	03/11/2022	Claims	2	197291	EDASC	1,875.00	
			001 - 558 70 41 000 - EDASC			1,875.00	
2394	03/23/2022	Claims	2	197292	A WorkSAFE Service, Inc.	55.00	
			001 - 522 20 41 010 - Prof Service-Medical Exams			55.00	
2395	03/23/2022	Claims	2	197293	Addink Turf Farms, dba A-G Sod Farms	421.48	
			101 - 576 80 48 016 - City Hall			421.48	
2396	03/23/2022	Claims	2	197294	Aramark Uniform & Career Apparel Group	84.00	
			401 - 535 80 49 000 - Laundry			14.20	
			401 - 535 80 49 000 - Laundry			14.20	
			401 - 535 80 49 000 - Laundry			14.20	
			102 - 536 20 49 030 - Misc-laundry			1.04	
			102 - 536 20 49 030 - Misc-laundry			1.04	
			102 - 536 20 49 030 - Misc-laundry			1.04	
			412 - 537 80 49 000 - Misc-Laundry			3.97	
			412 - 537 80 49 000 - Misc-Laundry			3.97	
			412 - 537 80 49 000 - Misc-Laundry			3.97	
			103 - 542 30 49 000 - Misc-Laundry			8.79	
			103 - 542 30 49 000 - Misc-Laundry			8.79	
			103 - 542 30 49 000 - Misc-Laundry			8.79	
2397	03/23/2022	Claims	2	197295	Beaver Lake Quarry	3,578.79	
			101 - 594 76 61 000 - Riverfront Park			3,578.79	
2398	03/23/2022	Claims	2	197296	Cheryl Brue	1,000.00	
			101 - 582 10 01 101 - Community Center Deposit Re			1,000.00	
2399	03/23/2022	Claims	2	197297	Deborah Burton	4,464.04	
			001 - 514 23 41 011 - Professional Services			2,357.93	
			001 - 514 23 41 011 - Professional Services			2,106.11	
2400	03/23/2022	Claims	2	197298	Carrot-Top Industries Inc	154.19	
			001 - 522 20 31 001 - Flags			154.19	
2401	03/23/2022	Claims	2	197299	Cascade Natural Gas Corp		

was an EFT payment already made online. No physical check should have been printed.

# CHECK REGISTER

City Of Sedro-Woolley

Time: 15:28:21 Date: 00/00/0000

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2402	03/23/2022	Claims	2	197300	Central Welding Supply	131.86	
					001 - 522 21 31 000 - Operating Supplies - Medical	131.86	
2403	03/23/2022	Claims	2	197301	City of Sedro-Woolley		was an EFT payment already made online. No physical check should have been printed.
2404	03/23/2022	Claims	2	197302	Comcast		was an EFT payment already made online. No physical check should have been printed.
2405	03/23/2022	Claims	2	197303	Concentric, LLC	3,411.29	
					425 - 531 50 48 000 - Repairs/Maintenance	228.45	
					401 - 535 50 48 050 - Maint Of General Equip	2,573.55	
					401 - 535 50 48 050 - Maint Of General Equip	609.29	
2406	03/23/2022	Claims	2	197304	Consolidated Electrical Dist., Inc.	404.98	
					401 - 535 50 48 050 - Maint Of General Equip	55.60	
					103 - 542 30 31 000 - Operating Supplies	349.38	
2407	03/23/2022	Claims	2	197305	Cowling & Co. LLC	1,541.00	
					101 - 594 76 63 025 - Olmsted Park	1,541.00	
2408	03/23/2022	Claims	2	197306	E & E Lumber, Inc.	692.16	
					401 - 535 50 48 010 - Maintenance Of Lines	3.25	
					401 - 535 50 48 050 - Maint Of General Equip	74.87	
					401 - 535 50 48 050 - Maint Of General Equip	6.86	
					412 - 537 80 31 000 - Operating Supplies	31.36	Op Sup
					103 - 542 30 31 000 - Operating Supplies	30.21	
					103 - 542 30 31 000 - Operating Supplies	31.84	
					103 - 542 30 31 000 - Operating Supplies	22.18	
					103 - 542 30 31 000 - Operating Supplies	28.88	
					103 - 542 30 35 000 - Small Tools/Minor Equip	22.93	
					101 - 576 80 31 009 - Operating Sup - Bingham Park	46.09	
					101 - 576 80 31 013 - Operating Sup - Holiday Displ	228.78	
					101 - 576 80 31 100 - Fertilizer/Herbicide	30.22	
					101 - 576 80 35 000 - Small Tools & Minor Equip	19.55	
					101 - 576 80 48 001 - Riverfront	66.45	
					101 - 576 80 48 016 - City Hall	41.00	
					101 - 576 80 48 016 - City Hall	7.69	
2409	03/23/2022	Claims	2	197307	Eades, John & Barbara	1,019.88	62 1721 00 - 1721 TOWNSHIP
					425 - 343 10 00 000 - Stormwater Fees	12.20	
					425 - 343 10 00 010 - Utility Tax Collected	1.28	
					401 - 343 50 00 000 - Sewer Service Charges	-935.18	
					401 - 343 50 00 010 - Utility Tax Collected	-98.18	
2410	03/23/2022	Claims	2	197308	Edge Analytical Inc	513.00	
					401 - 535 80 41 000 - Professional Services	58.00	
					401 - 535 80 41 000 - Professional Services	58.00	
					401 - 535 80 41 000 - Professional Services	165.00	
					401 - 535 80 41 000 - Professional Services	58.00	
					401 - 535 80 41 000 - Professional Services	58.00	
					401 - 535 80 41 000 - Professional Services	58.00	
					401 - 535 80 41 000 - Professional Services	58.00	
2411	03/23/2022	Claims	2	197309	Emerald Services, Inc.	484.45	
					412 - 537 60 47 011 - Site Recycling Disposal	484.45	Site rec used oil
2412	03/23/2022	Claims	2	197310	Faber Construction Corp	514,034.45	
					505 - 594 35 60 010 - Const - WWTP Lab/Ops Bldg	257,017.23	
					505 - 594 48 60 010 - Const - PW Building	257,017.22	
2413	03/23/2022	Claims	2	197311	Fastenal Company	92.23	
					401 - 535 80 31 000 - Office Supplies	82.15	

# CHECK REGISTER

City Of Sedro-Woolley

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03/11/2022 To: 03/23/2022

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 80 31 000 - Operating Supplies			10.08	
2414	03/23/2022	Claims	2	197312	Ferguson US Holdings, Inc	22.91	
			401 - 535 50 48 050 - Maint Of General Equip			22.91	
2415	03/23/2022	Claims	2	197313	Galls Parent Holdings, LLC	92.92	
			001 - 522 20 26 000 - Uniforms			92.92	
2416	03/23/2022	Claims	2	197314	Geo-Test Services, Inc.	2,877.30	
			505 - 594 35 60 010 - Const - WWTP Lab/Ops Bldg			1,438.65	
			505 - 594 48 60 010 - Const - PW Building			1,438.65	
2417	03/23/2022	Claims	2	197315	Grainger Parts	159.39	
			401 - 535 80 35 010 - Safety Equipment			159.39	
2418	03/23/2022	Claims	2	197316	Home Depot Credit Services	107.51	
			412 - 537 80 31 000 - Operating Supplies			107.51	
2419	03/23/2022	Claims	2	197317	Indust Pwr Sup Inc, dba	158.52	
			412 - 537 50 48 000 - Repairs/maint-equip			158.52	Unit 524
2420	03/23/2022	Claims	2	197318	Ronald John	193.50	
			001 - 521 20 27 000 - Retired Medical			193.50	
2421	03/23/2022	Claims	2	197319	Kent D Bruce Co., LLC	537.82	
			001 - 521 20 48 010 - Repair & Maint - Auto			537.82	
2422	03/23/2022	Claims	2	197320	L N Curtis & Sons	2,799.25	
			001 - 521 20 26 000 - Uniforms/Accessories			2,799.25	
2423	03/23/2022	Claims	2	197321	The Language Exchange, Inc	892.00	
			001 - 512 50 41 040 - Language Interpreter			857.00	
			001 - 521 20 41 001 - Professional Services			35.00	
2424	03/23/2022	Claims	2	197322	Angie Leese	100.00	
			101 - 582 10 01 101 - Community Center Deposit Re			100.00	
2425	03/23/2022	Claims	2	197323	Lenz Enterprises, Inc	860.86	
			412 - 537 60 47 021 - Curbside Yard Waste Disposal			860.86	Curb yard waste
2426	03/23/2022	Claims	2	197324	Les Schwab Tire Center	1,176.48	
			001 - 522 20 48 000 - Repairs/Maint-Equip			108.59	
			412 - 537 50 48 000 - Repairs/maint-equip			904.99	Unit 512
			412 - 537 60 47 011 - Site Recycling Disposal			162.90	Rec Tires
2427	03/23/2022	Claims	2	197325	Loggers And Contractors	11.51	
			401 - 535 80 31 010 - Operating Supplies			11.51	
2428	03/23/2022	Claims	2	197326	McKesson Medical Surgical, Inc.	442.20	
			001 - 522 21 31 000 - Operating Supplies - Medical			442.20	
2429	03/23/2022	Claims	2	197327	McNeilus Financial, Inc	323.90	
			412 - 537 50 48 000 - Repairs/maint-equip			150.93	Unit 520
			412 - 537 50 48 000 - Repairs/maint-equip			48.73	Unit 520
			412 - 537 50 48 000 - Repairs/maint-equip			124.24	Unit 520
2430	03/23/2022	Claims	2	197328	Motorola Solutions	1,762.35	
			001 - 594 21 64 000 - Machinery & Equipment			92.76	
			001 - 594 21 64 000 - Machinery & Equipment			1,669.59	
2431	03/23/2022	Claims	2	197329	Mountain Law, PLLC	7,916.00	
			001 - 515 93 41 000 - Indigent Defender			7,916.00	
2432	03/23/2022	Claims	2	197330	N C Machinery Co	50.40	
			412 - 537 50 48 000 - Repairs/maint-equip			198.32	Unit 524
			100 - 542 30 48 010 - Repair/Maintenance Equip			-73.96	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 30 48 010		Repair/Maintenance-Equip	-73.96	Unit 309 - return after inv pd
2433	03/23/2022	Claims	2	197331	Walter E Nelson Co. of N. WA	17.12	
			401 - 535 80 31 000		Office Supplies	17.12	
2434	03/23/2022	Claims	2	197332	Nelson Dist, Inc. dba Nelson Petroleum	551.98	
			412 - 537 80 32 000		Auto Fuel/Diesel	551.98	
2435	03/23/2022	Claims	2	197333	O'Reilly Auto Parts	60.86	
			001 - 521 20 48 010		Repair & Maint - Auto	60.86	
2436	03/23/2022	Claims	2	197334	PD BLOWERS, INC	9,458.39	
			401 - 535 50 48 050		Maint Of General Equip	9,458.39	
2437	03/23/2022	Claims	2	197335	Pacific Air Control	2,516.53	
			101 - 576 80 48 016		City Hall	2,516.53	
2438	03/23/2022	Claims	2	197336	Pape' Group, dba Pape' Machinery Inc.	133.53	
			401 - 535 50 48 050		Maint Of General Equip	61.48	
			103 - 542 30 48 010		Repair/Maintenance-Equip	72.05	For broom on front mount
2439	03/23/2022	Claims	2	197337	Peters Towing LLC	271.50	
			001 - 521 20 41 001		Professional Services	135.75	
			001 - 521 20 41 001		Professional Services	135.75	
2440	03/23/2022	Claims	2	197338	Pitney Bowes Global Fin Svcs		was an EFT payment already made online. No physical check should have been printed.
2441	03/23/2022	Claims	2	197339	Pitney Bowes		was an EFT payment already made online. No physical check should have been printed.
2442	03/23/2022	Claims	2	197340	Platt	494.32	
			501 - 594 21 64 501		Vehicles - Police	494.32	
2443	03/23/2022	Claims	2	197341	Protek, Inc. dba	74.44	
			001 - 521 20 48 010		Repair & Maint - Auto	74.44	
2444	03/23/2022	Claims	2	197342	Public Utility Dis No1		was an EFT payment already made online. No physical check should have been printed.
2445	03/23/2022	Claims	2	197343	Ramaker & Associates, Inc	375.00	
			102 - 536 20 49 000		Misc-Dues/Subscriptions	375.00	
2446	03/23/2022	Claims	2	197344	Revize LLC	1,900.00	
			001 - 518 80 41 000		Professional Services	1,900.00	
2447	03/23/2022	Claims	2	197345	Ricoh USA, Inc	252.71	
			001 - 514 23 31 000		Supplies	32.30	
			001 - 524 20 31 000		Off/Oper Supps & Books	59.57	
			401 - 535 80 31 000		Office Supplies	41.71	
			001 - 558 60 31 000		Supplies/Books	59.57	
			001 - 595 10 31 000		Supplies	59.56	
2448	03/23/2022	Claims	2	197346	Ricoh USA, Inc	231.08	
			001 - 514 23 31 000		Supplies	231.08	
2449	03/23/2022	Claims	2	197347	Seahurst Electric Inc	6,925.00	
			401 - 594 35 63 010		Other Improvements	6,925.00	
2450	03/23/2022	Claims	2	197348	Sedro-Woolley Auto Parts Inc	730.55	
			401 - 535 50 48 010		Maintenance Of Lines	60.69	
			401 - 535 50 48 050		Maint Of General Equip	6.71	
			401 - 535 80 31 010		Operating Supplies	6.91	



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			401 - 535 80 31 010		Operating Supplies	23.22	
			412 - 537 50 48 000		Repairs/maint-equip	-42.72	Unit 524 CREDIT
			412 - 537 50 48 000		Repairs/maint-equip	11.95	Unit 524
			412 - 537 50 48 000		Repairs/maint-equip	141.87	Unit 524
			412 - 537 50 48 000		Repairs/maint-equip	12.68	Unit 524
			412 - 537 50 48 000		Repairs/maint-equip	57.86	
			412 - 537 50 48 000		Repairs/maint-equip	15.28	Unit 524
			412 - 537 80 31 000		Operating Supplies	60.81	Op Sup
			412 - 537 80 31 000		Operating Supplies	4.12	
			412 - 537 80 31 000		Operating Supplies	43.42	
			103 - 542 30 31 000		Operating Supplies	54.82	
			103 - 542 30 31 000		Operating Supplies	157.92	
			103 - 542 30 48 010		Repair/Maintenance-Equip	74.43	Unit 302
			101 - 576 80 48 016		City Hall	9.89	
			101 - 576 80 48 021		Equipment	30.69	Unit 148
2451	03/23/2022	Claims	2	197349	Sedro-Woolley Volunteer	13,222.50	
					001 - 522 20 11 010 - Salaries-Volunteers	13,222.50	
2452	03/23/2022	Claims	2	197350	Semrau Engineering & Surveying	446.50	
					104 - 595 10 63 077 - Eng-SR20 Cascade Trail Phase	446.50	
2453	03/23/2022	Claims	2	197351	Skagit Cnty Auditor	351.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	234.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	117.00	
2454	03/23/2022	Claims	2	197352	Skagit Cnty Public Works	65,634.00	
					412 - 537 60 47 000 - Solid Waste Disposal	65,634.00	Solid waste disp
2455	03/23/2022	Claims	2	197353	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	10.00	
					401 - 535 80 44 010 - Taxes & Assessments	23.50	
					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	10.00	
					101 - 576 80 44 010 - Taxes And Assessments	10.00	
2456	03/23/2022	Claims	2	197354	Skagit Conservation District	1,236.22	
					425 - 531 50 41 000 - Professional Services	1,236.22	
2457	03/23/2022	Claims	2	197355	Skagit Farmers Supply	490.29	
					425 - 531 50 31 000 - Operating Supplies	24.96	
					401 - 535 50 48 020 - Maint Of Pumping Equip	42.19	
					401 - 535 50 48 050 - Maint Of General Equip	18.44	
					401 - 535 80 31 010 - Operating Supplies	107.43	
					401 - 535 80 35 000 - Small Tools & Minor Equip	135.68	
					412 - 537 80 31 000 - Operating Supplies	74.88	Op Sup
					412 - 537 80 31 000 - Operating Supplies	54.29	Op Sup
					103 - 542 30 35 000 - Small Tools/Minor Equip	26.05	
					101 - 576 80 48 016 - City Hall	6.37	
2458	03/23/2022	Claims	2	197356	Skagit Law Group, PLLC	162.50	
					425 - 531 50 41 003 - Collection Services	1.20	
					425 - 531 50 41 003 - Collection Services	1.80	
					425 - 531 50 41 003 - Collection Services	1.49	
					425 - 531 50 41 003 - Collection Services	1.00	
					425 - 531 50 41 003 - Collection Services	1.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	19.50	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	29.25	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	24.38	

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			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	16.25	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	16.25	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	9.30	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	13.95	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	11.63	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	7.75	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	7.75	
2459	03/23/2022	Claims	2	197357	PNG Media LLC, dba Skagit Publishing	1,843.36	
			412 - 537 80 41 000		Professional Services	380.00	
			001 - 558 60 41 010		Advertising	161.40	
			001 - 558 60 41 011		Advertising Reimbuseable	118.36	
			001 - 558 60 41 011		Advertising Reimbuseable	225.96	
			001 - 558 60 41 011		Advertising Reimbuseable	269.00	
			001 - 558 60 41 011		Advertising Reimbuseable	118.36	
			104 - 595 10 63 083		Eng-SR 9-John Liner-McGarigk	570.28	
2460	03/23/2022	Claims	2	197358	Skagit Regional Health	316.00	
			001 - 522 20 41 010		Prof Service-Medical Exams	316.00	
2461	03/23/2022	Claims	2	197359	Skagit Shooting Range, LLC	597.30	
			001 - 521 40 49 020		Range Fees	597.30	
2462	03/23/2022	Claims	2	197360	Sound Law Center	3,237.50	
			001 - 558 60 41 001		Professional Svcs-Reimb	3,237.50	
2463	03/23/2022	Claims	2	197361	Staples, Inc.	233.22	
			001 - 514 23 31 000		Supplies	187.62	
			401 - 535 80 31 000		Office Supplies	45.60	
2464	03/23/2022	Claims	2	197362	Stiles & Lehr Law Inc., PS	3,996.00	
			001 - 512 50 41 010		Municipal Court Judge	3,996.00	
2465	03/23/2022	Claims	2	197363	Streuli Public Affairs LLC	2,000.00	
			001 - 513 10 41 005		Professional Services-Lobbyist	2,000.00	
2466	03/23/2022	Claims	2	197364	The Peavey Corporation	14.60	
			001 - 521 20 31 002		Office/Operating Supplies	14.60	
2467	03/23/2022	Claims	2	197365	Transportation Solutions, Inc.	5,421.33	
			104 - 595 30 63 076		Const-SR20/SR9-Township Int	5,421.33	
2468	03/23/2022	Claims	2	197366	US Mower	194.21	
			425 - 531 50 48 000		Repairs/Maintenance	194.21	
2469	03/23/2022	Claims	2	197367	UniFirst Corp.	628.28	
			001 - 522 20 26 000		Uniforms	314.14	
			001 - 522 20 26 000		Uniforms	314.14	
2470	03/23/2022	Claims	2	197368	United Parcel Service, Inc.	12.67	
			001 - 522 20 42 010		Postage	12.67	
2471	03/23/2022	Claims	2	197369	Universal Field Services, Inc.	68.22	
			104 - 595 20 63 082		RW Trail Road Extension	68.22	
2472	03/23/2022	Claims	2	197370	Util Underground Loc Ctr	178.64	
			401 - 535 80 31 010		Operating Supplies	178.64	
2473	03/23/2022	Claims	2	197371	Valdez Construction Inc.	270,923.19	
			305 - 594 72 63 001		Capital Expenditures/Expenses	270,923.19	
2474	03/23/2022	Claims	2	197372	Marcoo Inc., dba Valley Auto Supply	24.82	
			001 - 522 20 48 000		Repairs/Maint-Equip	24.82	
2475	03/23/2022	Claims	2	197373	WA Cities Insurance Authority	70.00	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 558 60 49 030 - Tuition/Registration			70.00	
2476	03/23/2022	Claims	2 197374		WA St Off of Treasurer	3,882.46	
			635 - 586 30 00 635 - State Court Fees Remittance			3,882.46	
2477	03/23/2022	Claims	2 197375		WA St Patrol	145.75	
			001 - 521 20 41 040 - Intergov Svc-Gun Permits			145.75	
2478	03/23/2022	Claims	2 197376		Waste Management Of Skgt	4,100.28	
			412 - 537 60 47 010 - Curbside Recycling Disposal			-9,797.96	
			412 - 537 60 47 010 - Curbside Recycling Disposal			5,581.19	Jan rec wm
			412 - 537 60 47 010 - Curbside Recycling Disposal			8,317.05	Curb side rec
2479	03/23/2022	Claims	2 197377		Weed, Graafstra & Assoc. Inc. PS	13,573.00	
			001 - 515 31 41 000 - Legal - Professional Services			4,100.00	
			001 - 515 31 41 002 - Westlaw Services			8,930.00	
			001 - 515 41 41 000 - Ext Legal-City Attorney			543.00	
2480	03/23/2022	Claims	2 197378		Woods Acquisition Corp	114.22	
			412 - 537 50 48 000 - Repairs/maint-equip			53.42	Unit 524
			412 - 537 80 31 000 - Operating Supplies			60.80	
2481	03/23/2022	Claims	2 197379		World Kinect Energy Services, dba	14,345.32	
			001 - 518 20 32 000 - Auto Fuel			52.26	
			001 - 518 20 32 000 - Auto Fuel			90.19	
			001 - 521 20 32 000 - Auto Fuel			2,466.63	
			001 - 522 20 32 000 - Auto Fuel/Diesel			1,837.44	
			001 - 522 20 32 000 - Auto Fuel/Diesel			1,427.33	
			425 - 531 50 32 000 - Vehicle Fuel			147.47	
			425 - 531 50 32 000 - Vehicle Fuel			101.41	
			425 - 531 50 32 000 - Vehicle Fuel			72.68	
			401 - 535 80 32 000 - Auto Fuel/Diesel			93.49	
			401 - 535 80 32 000 - Auto Fuel/Diesel			181.03	
			401 - 535 80 32 000 - Auto Fuel/Diesel			121.00	
			102 - 536 20 32 000 - Auto Fuel/Diesel			7.38	
			412 - 537 80 32 000 - Auto Fuel/Diesel			2,396.43	
			412 - 537 80 32 000 - Auto Fuel/Diesel			129.09	
			412 - 537 80 32 000 - Auto Fuel/Diesel			2,447.89	
			412 - 537 80 32 000 - Auto Fuel/Diesel			2,013.61	
			103 - 542 30 32 000 - Auto Fuel/Diesel			361.23	
			103 - 542 30 32 000 - Auto Fuel/Diesel			64.07	
			103 - 542 30 32 000 - Auto Fuel/Diesel			31.44	
			101 - 576 80 32 000 - Auto Fuel/Diesel			291.88	
			101 - 576 80 32 000 - Auto Fuel/Diesel			11.37	
2482	03/23/2022	Claims	2 197380		NW Fiber LLC, dba Ziplly Fiber		was an EFT payment already made online. No physical check should have been printed.
			001 Current Expense Fund			72,004.23	
			101 Parks & Facilities Fund			16,456.58	
			102 Cemetery Fund			966.36	
			103 Street Fund			1,455.40	
			104 Arterial Street Fund			6,506.33	
			305 Library Construction Fund			271,011.93	
			401 Sewer Operations Fund			24,424.31	
			412 Solid Waste Operations Fund			82,241.04	
			425 Stormwater Operations			2,026.91	
			501 Equipment Replacement Fund			494.32	
			505 Public Works Facility Fund			516,911.75	
			635 Custodial Fund			3,882.46	

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City Of Sedro-Woolley

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
							Claims: 998,381.62
					* Transaction Has Mixed Revenue And Expense Accounts	998,381.62	

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.

\_\_\_\_\_ Date

Finance Director

\_\_\_\_\_ Date

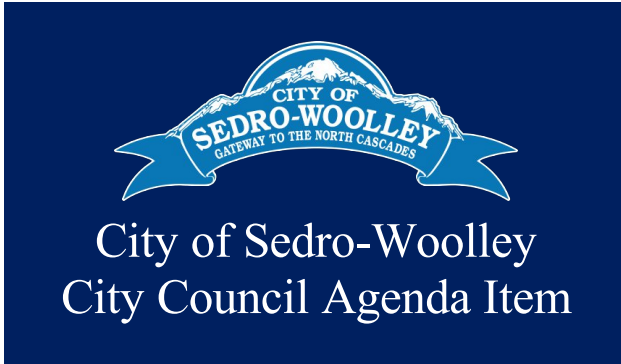
Finance Committee Member

\_\_\_\_\_ Date

Finance Committee Member

\_\_\_\_\_ Date

Finance Committee Member



Agenda Item No.	
Date:	March 23, 2022
Subject:	Resolution 1092-22 Ratifying Emergency Proclamation for Sewer Main Leak Repair on Western Street

**FROM:**

Nikki Thompson, City Attorney

**RECOMMENDED ACTION:**

Approve resolution No. 1092-22 as presented.

**ISSUE:**

On Monday, March 14, 2022, City staff discovered a sewer line failure on Western Street near Shadow Lane. Skagit Transit hired a contractor, Accord Contractors LLC, to install a new comfort station at the Park & Ride located west of Western Street. During the course of their work, they exposed an existing sewer force main that serves the ARE Realty office and adjacent buildings. The existing force main appeared to be leaking through an old patch in the asphalt just north (about 3') of the contractor's trench (see photo below).

**BACKGROUND/SUMMARY INFORMATION:**

City staff determined that contractors hired on behalf of a Skagit Transit infrastructure project did not cause the damage and appeared that the patch over the apparent leak location would indicate that a repair may have taken place within the past 6 years (since the last repaving of Western in 2014). The Wastewater Department is not aware of any repair work, and was not aware of the force main itself, although it is shown on city GIS mapping.

Engineering staff hired Accord on an Emergency basis as allowed by the City's Procurement Policy and Procedures, Section 10.0, Chapter 2.40 SWMC, and RCW 39.04. Accord prepared to make the excavation and repair on the existing 2" PVC line, stabilized the site for the evening, and covered the trench with steel plates.

Accord is listed on the MRSC roster, and are current with L&I and DOR. The City will execute a formal contract with Accord for the emergency repairs.

On March 15, 2022, Accord excavated the leak location. They found that there was a defective 90-degree bend in the 2" force main that failed. After removing the defective elbow, it was found that the force main was full of gravel, probably washed in by the failure. Accord replace the line from Western to the existing manhole, a distance of approximately 70'. The city Sewer Collections Crew observed through the mini-camera south from the faulty elbow and found that section of force main was clear and functional.

The force main repair work was completed and the trench was backfilled that afternoon. The contractor repaved Western and Shadow Streets the following day. Sewer service is reestablished.

The Engineering Director's tentative estimate for the cost of the work is under \$10,000.

**FISCAL IMPACT, IF APPROPRIATE:**

**ATTACHMENTS:**

1. Photo of Sewer main
2. Proclamation
3. Resolution 1092-22



**OFFICE OF THE MAYOR OF SEDRO-WOOLLEY, WASHINGTON**  
**EMERGENCY PROCLAMATION**

**WHEREAS**, the Revised Code of Washington (RCW) Chapter 38.52 authorizes the Mayor to exercise emergency powers; and

**WHEREAS**, on March 14, 2022, during permitted third party construction, it was discovered that a sewer line on Western Street near Shadow Lane was leaking; and

**WHEREAS**, during the course of nearby road construction for a new comfort station at the Skagit Transit Park & Ride located near Western Street, contractors noticed that an existing sewer force main that serves the ARE Realty office and adjacent buildings was leaking through an old patch in the asphalt, photo attached; and

**WHEREAS**, city staff investigated the existing sewer main and determined that it was not damaged by the road construction underway; and

**WHEREAS**, existing conditions related to this sewer main leak warrant the proclamation of emergency, as defined by Revised Code of Washington (RCW) Section 38.52.010; and

**WHEREAS**, RCW 36.40.180, RCW 38.52.070(2), and RCW 39.04.280(3), authorize the waiver of the requirements of competitive bidding and public notice with reference to any contract relating to the City's lease or purchase of supplies, equipment, personal services or public works as defined by RCW 39.04.010, or to any contract for the selection and award of professional and/or technical consultant contracts in emergency situations; and

**WHEREAS**, there is an emergency present which necessitates the utilization of emergency powers granted pursuant to chapter 38.52 RCW and other relevant provisions of state and federal law;

**NOW THEREFORE, BE IT DECLARED BY MAYOR JULIA JOHNSON FOR THE CITY OF SEDRO-WOOLLEY:**

**SECTION 1**

It is hereby declared under RCW 38.52.020(1)(b) that a State of Emergency exists in the City of Sedro-Woolley, as a result of the aforementioned conditions, which significantly impacts traveling and public safety along the roadways and safety of our residents, the economy of the City of Sedro-Woolley, and is a dangerous condition of the public right of way that affects life, health, property, or the public peace.

**SECTION 2**



I hereby direct designated City departments under this proclamation and those designated within the City's Engineering and Street Standards to take actions deemed necessary to repair the sewer main failure the public right of way on Western Street near Shadow Lane, thereby protecting publicly owned infrastructure, including any necessary actions needed to obtain emergency permitting through municipal, county, state or federal agencies.

### **SECTION 3**

In order to prepare for, prevent and respond to this emergency, pursuant to RCW 36.40.180, RCW 38.52.070(2), and RCW 39.04.280(3), the requirements of competitive bidding and public notice are hereby waived with reference to any contract relating to the City's lease or purchase of supplies, equipment, personal services or public works as defined by RCW 39.04.010, or to any contract for the selection and award of professional and/or technical consultant contracts. Each designated department is hereby authorized to exercise the powers vested in this proclamation in light of the demands of a dangerous and escalating emergency situation without regard to time consuming procedures and formalities otherwise normally prescribed by law (excepting mandatory constitutional requirements).

### **SECTION 4**

A copy of this Proclamation, the extent practicable, shall be posted at the City's regular locations for official notices and shall be made available to members of the local news media and the general public.

DATED this \_\_\_\_\_ day of March, 2022

MAYOR OF THE CITY OF SEDRO-WOOLLEY

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Mayor Julia Johnson

RESOLUTION NO. 1092-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, RATIFYING THE MARCH 16, 2022 PROCLAMATION DECLARING EMERGENCY AND AUTHORIZING THE USE OF EMERGENCY PROCUREMENT PROCEDURES CONSISTENT WITH STATE LAW**

**WHEREAS**, the Revised Code of Washington (RCW) Chapter 38.52 authorizes the Mayor to exercise emergency powers; and

**WHEREAS**, Sedro-Woolley Municipal Code 2.40.030 empowers the Mayor to proclaim a state of emergency when an incident, whether natural or man-made, requires immediate responsive action to protect life and property; and

**WHEREAS**, on March 14, 2022, Sedro-Woolley discovered a defect in the sewer main in the 90-degree bend in the 2” force main; and

**WHEREAS**, the existing, defective sewer main appeared to be leaking through an old patch in the asphalt which was discovered during permitted third party road construction; and

**WHEREAS**, immediate response and repair was required in order to mitigate health and safety risks to the public right of way and public; and

**WHEREAS**, RCW 36.40.180, RCW 38.52.070(2), and RCW 39.04.280(3), authorize the waiver of the requirements of competitive bidding and public notice with reference to any contract relating to the City’s lease or purchase of supplies, equipment, personal services or public works as defined by RCW 39.04.010, or to any contract for the selection and award of professional and/or technical consultant contracts in emergency situations; and

**WHEREAS**, there is an emergency present which necessitates the utilization of emergency powers granted pursuant to chapter 38.52 RCW and other relevant provisions of state and federal law; and

**WHEREAS**, on March 16, 2022 Mayor Julia Johnson signed an Emergency Proclamation declaring a state of emergency exists.

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

**Section 1.** That the Emergency Proclamation signed by Mayor Julia Johnson dated March 16, 2022, which among other things declared an emergency and waived competitive bidding requirements is hereby ratified and confirmed and all acts consistent with and prior to the adoption of this Resolution are further ratified and confirmed.

APPROVED AND ADOPTED this \_\_\_\_ day of March, 2022.

---

Julia Johnson, Mayor

ATTEST:

---

Debbie Burton, Clerk

APPROVED AS TO FORM:

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Nikki Thompson, City Attorney



Agenda  
Item No.

Date:

March 23, 2022

Subject:

Finance - Minutes from Joint City  
Council & Planning Commission Study  
Session held March 2, 2022

**FROM:**

Debbie Burton, Interim Finance Director

**RECOMMENDED ACTION:**

Review only

**ISSUE:**

**BACKGROUND/SUMMARY INFORMATION:**

Minutes taken from Study Session attended by both City Council and the Planning Commission

**FISCAL IMPACT, IF APPROPRIATE:**

None

**ATTACHMENTS:**

1. Minutes from 03-02-22 Joint Study Session

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CITY OF SEDRO-WOOLLEY  
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Joint City Council & Planning Commission Study Session  
6:00 P.M. March 2, 2022  
Council Chambers

The City Council study session was called to order by Mayor Johnson at 6:05 P.M.

Roll Call: Mayor Julia Johnson, Councilmembers: JoEllen Kesti, Sarah Diamond, Chuck Owen, Glenn Allen, Joe Burns, and Nick Lavacca were present. Councilmember Brendan McGoffin, absent (excused)

Planning Commission Member Roll Call: Danielle Freiberger, Stacy Penno, Joe Fattizzi, Eric Johnson, Joe Franett and Silas Maddox. Absent: Pat Huggins.

**New Business**

1. 2022 Comprehensive Plan Update (2022 Docket) -- Planning Director John Coleman presented information regarding the Comprehensive Plan Updates for 2022. Advised 2021 Docket is still open and going through SEPA review process. There were four items that the staff of the Sedro-Woolley School District would like to have reviewed and possible amended that council would need to consider placing on the docket:
  - a. Review the Recreational Parks Impact Fee
  - b. Review the Transportation element
  - c. Review the Various reference materials for things like the Stormwater Manual, Capital Facilities Plan, and Land Use element which may affect the Municipal Code.
  - d. Update the Sedro-Woolley School District Capital Facilities Plan which would affect the School Impact Fees which the City collects on behalf of the School District.
  
2. Annual Open Public Meetings Act Training – a short video was shown

**Adjournment**

Without objection, the meeting was adjourned at 7:24 P.M.

ATTEST:

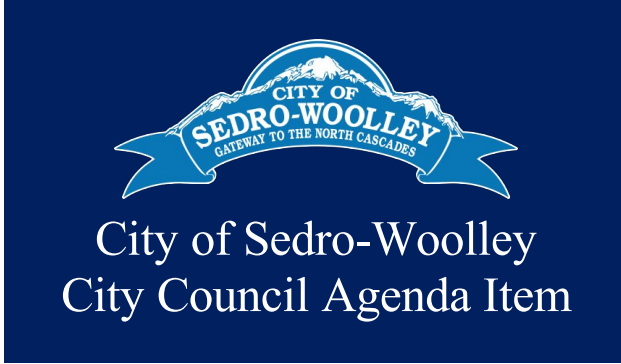
APPROVED:

\_\_\_\_\_  
Debbie Burton, Finance Director

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Julia Johnson, Mayor

DRAFT

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Agenda  
Item No.

Date:

March 23, 2022

Subject:

Minutes from Regular City Council  
Meeting held on March 9, 2022

**FROM:**

Debbie Burton, Interim Finance Director

**RECOMMENDED ACTION:**

Review only.

**ISSUE:**

**BACKGROUND/SUMMARY INFORMATION:**

**FISCAL IMPACT, IF APPROPRIATE:**

**ATTACHMENTS:**

1. City Council Minutes 03-09-2022

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
March 9, 2022– 6:00 P.M. Hybrid Meeting

**Call to Order**

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

**Pledge of Allegiance and Roll Call:** Present: Mayor Julia Johnson, Councilmember Brendan McGoffin, Councilmember JoEllen Kesti, Councilmember Sarah Diamond, Councilmember Glenn Allen, Councilmember Chuck Owen, and Councilmember Joe Burns. Councilmember Nick Lavacca – Absent. Councilmember Burns made a motion to excuse Councilmember Lavacca. Motion was seconded by Councilmember Diamond. Motion carried (6-0).

**Approval of Agenda**

Motion made by Councilmember McGoffin, seconded by Councilmember Owen to approve the agenda. Motion carried (6-0).

**Consent Agenda**

1. Possible Grant Approval - FY2021-2023 Water Quality Stormwater Capacity Grant
2. Finance - Claims Checks and Payroll Checks
3. Minutes from City Council Worksession held on February 2, 2022
4. Minutes from City Council Meeting held on February 23, 2022
5. Contract Amendment -Reimbursement for EMS Equipment
6. HB 1168- Department of Natural Resources Grant Application

Motion made by Councilmember Burns, seconded by Councilmember Allen to approve the consent agenda. Motion carried (6-0).

**Introduction of Special Guests and Presentations**

1. Helping Hands Food Bank - Becky Skindre, Executive Director gave information on the Helping Hands Food Bank and the accomplishments over the past year.

**Staff Reports**

Fire Chief Frank Wagner, Police Lt Dan McIlraith, Planning Director John Coleman, IT Director Bill Chambers, Finance Director Debbie Burton, City Attorney Nikki Thompson, and City Administrator Charlie Bush, City Supervisor Doug Merriman gave updates for each of their respective departments.

**Councilmember and Mayor's Reports**

Councilmembers all were happy to be back in person in the Council Chambers. They also discussed the increase in developments and traffic congestion along Hwy 20 and Cook Road,



high speed traffic along Jameson and they reminded to public to not leave valuables in vehicles at night as there has been an uptick in the number of car thefts.

The Mayor advised that tonight's Agenda lists the next City Council meeting as being March 15<sup>th</sup>, but it is actually the 23<sup>rd</sup>. She also mentioned that Skagit Trail Builders will be working on the Pumphouse Trail out at the Northern State Hospital this weekend. She also mentioned that the Legislative Session is about to close and that the Sedro-Woolley Woodfest is back this year.

### **Public Comments**

6:59 P.M.— Mayor opened the meeting up for public comment.

6:59 P.M.— Hearing none, the Mayor closed the meeting to public comments.

### **Unfinished Business**

1. Proposed Comprehensive Plan Amendments – 2022 Docket – Planning Director, John Coleman, spoke briefly again about the four items that are being proposed. Councilmember Kesti made a motion, seconded by Councilmember Burns to adopt the Proposed Comprehensive Plan Amendments for the 2022 Docket. Motion carried (6-0).

### **New Business**

1. 1<sup>st</sup> Read – American Rescue Plan Act (ARPA) Allocation Finance Director Debbie Burton spoke with the Mayor and Council about plans for the funds the city will be receiving through the American Rescue Plan Act. No action was taken.
2. First Amendment to the Annexation Agreement between Duke's Hill LLC and the City of Sedro-Woolley. Public Works Director Mark Freiberger presented information to the Mayor and Council regarding an Amendment to the Annexation Agreement with Duke's Hill. Councilmember McGoffin recused himself from this matter. After some discussion, a motion was made by Councilmember Burns and seconded by Councilmember Owens. Motion carried (5-0).

### **Information Only Items**

1. Building and Planning Permit Review Status
2. Monthly Fire Department Data

### **Adjournment**

The meeting adjourned at 7:37 P.M.

ATTEST:

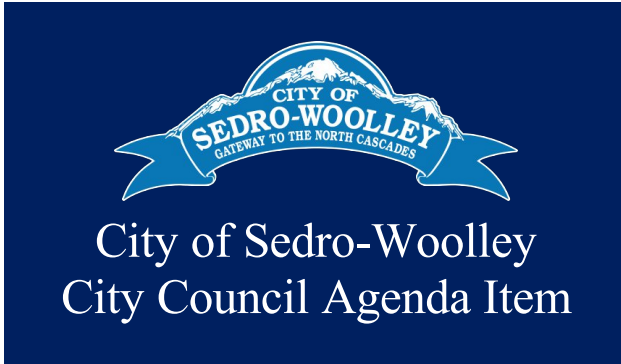
APPROVED:

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Debbie Burton, Finance Director

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Julia Johnson, Mayor



Agenda Item No.	
Date:	March 23, 2022
Subject:	MOU between Washington municipalities regarding allocation and use of potential settlement funds obtained in pending opioid litigation cases.

**FROM:**

Nikki Thompson, City Attorney

**RECOMMENDED ACTION:**

Motion to authorize the Mayor to sign the MOU between Washington municipalities regarding allocation and use of potential settlement funds obtained in pending opioid litigation cases.

**ISSUE:**

Should the City agree to the allocation plan identified in the MOU for future settlement funds received in pending opioid litigation matters?

**BACKGROUND/SUMMARY INFORMATION:**

The City is a litigating party in the national opioid litigation that has just resulted in settlement with between the defendants and most plaintiffs. Washington's litigating municipalities were unable to settle their claims because Washington State was not willing to settle its claims and instead opted to try its local case. In order to facilitate appropriate distribution of the funds that will potentially be received as a result of the pending litigation, the litigating municipalities have worked together to draft the attached MOU that outlines how funds will be allocated, used, tracked, and reported in order to ensure fair and appropriate use of the money by all parties.

**FISCAL IMPACT, IF APPROPRIATE:**

**ATTACHMENTS:**

1. Washington Municipalities MOU

**ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN  
WASHINGTON MUNICIPALITIES**

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

**A. Definitions**

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Regional Abatement Advisory Councils in Section E.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds that are in QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

## **B. Allocation of Settlement Proceeds for Approved Purposes**

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

## **C. Regional Agreements**

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified in this MOU a methodology for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into

a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.
- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation



Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.

- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
  - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
  - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
  - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds

from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

#### **D. Payment of Counsel and Litigation Expenses**

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington Government Fee Fund ("GFF") shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling

defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments' private counsel's representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

## **E. General Terms**

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy

of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

**[Remainder of Page Intentionally Left Blank – Signature Pages Follow]**

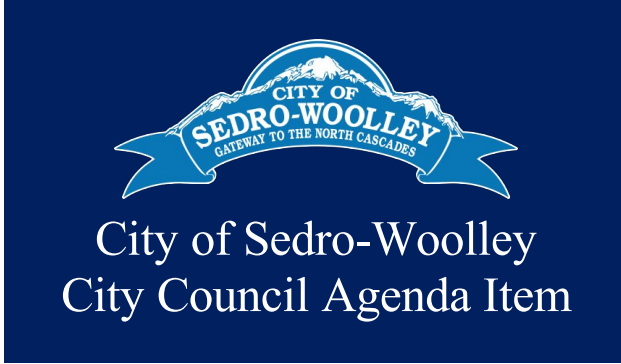
**This One Washington Memorandum of Understanding Between Washington Municipalities is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by:**

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**Julia Johnson, Mayor**

**On behalf of the City of Sedro-Woolley**

4894-0031-1574, v. 2



Agenda  
Item No. \_\_\_\_\_  
Date: March 23, 2022  
Subject: 2nd Read - American Rescue Plan Act (ARPA) Allocation

**FROM:**

Debbie Burton, Interim Finance Director

**RECOMMENDED ACTION:**

Motion to approve the ARPA allocation plan

**ISSUE:**

Should Council approve the recommended allocation plan for the ARPA funding?

**BACKGROUND/SUMMARY INFORMATION:**

ARPA was signed into law in March 2021 and provides \$1.9 trillion in federal financial assistance to individuals, business, and local governments across the nation. Under the Plan, U.S. cities and towns will receive \$65.1 billion, with the City of Sedro-Woolley receiving \$3,369,874 in two equal distributions. The first distribution of \$1,684,937 was received in June 2021, and the second distribution of \$1,684,937 scheduled to come in June 2022.

The final rules on how the funds may be spent was approved in January of 2022. The final rules allow the City to take a one time standard allowance election up to the amount received if less than \$10 million to be used for any government services.

The Mayor and staff have had several meetings to discuss the investment allocation for the funds. The attached report provides the recommendation from those meetings and provides a brief listing of the community benefits. A key factor in determining the recommendations was that the money should be used for one time investment expenditures and not used for ongoing operating costs since the revenue is not sustainable. Mayor and staff also evaluated whether other sources of revenues would be available for the recommend items or the difficulty in receiving funding from other sources for the items. As the future economic impact of the pandemic is unpredictable, a recommendation to set aside a portion of the funds for investment in future government services is included.

Once the allocation plan is approved by Council, staff will present quarterly updates on the projects approved.

**FISCAL IMPACT, IF APPROPRIATE:**

Increase of \$3,369,874 in revenue with equal expenditures.

**ATTACHMENTS:**

1. Final ARPA Investment Plan



**ARPA Allocation Plan**

<b>Allocation Description</b>	<b>Total</b>	<b>Brief Explanation</b>	<b>Community Benefits</b>
<b>Business Support</b>			
Economic & Tourism Development Program	220,000	Establish an Economic Development Plan and contract to work on business retention, expansion, and recruitment and tourism development.	Successful businesses create new sales tax revenues and additional customer base. Reduces spending leakage to other communities.
<b>Public Safety Support</b>			
<i>Police</i>			
Motorola Radio Upgrade	160,000	19 Motorola radios	Critical Police Communications
<i>Fire</i>			
Tuition Reimbursement	60,000	Five scholarships at \$6,000/year for 2022 and 2023	Assist with the challenges with recruitment
Recruit Academy	50,000	Two academies	Assist with the challenges with recruitment
<b>Parks Upgrades</b>			
Memorial Park	600,000	Complete the park	Encourage residents to be outside
Olmsted Park	850,000	Support the construction plan	Encourage residents to be outside
<b>City General Fund Operating Expenditures</b>			
Prosecution Costs	50,000	Backlog due to Covid	Compliance
ARPA compliance & Single Audit costs	40,000	Assure compliance with the regulations and increase audit costs	Compliance
Technology Upgrades	50,000	Hybrid meeting equipment, laptops, software, security improvements, other equipment	Provides easier access for citizens to connect with City
Future Government Services	<u>1,289,874</u>	For future economic impacts due to pandemic	Available funds when needed
<b>TOTAL ALLOCATION</b>	<b><u>3,369,874</u></b>		



Agenda  
Item No. \_\_\_\_\_  
Date: March 23, 2022  
Subject: Proposed 2021 Comprehensive Plan  
Docket Amendments

**FROM:**

John Coleman, AICP, Planning Director

**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 Zoning Map?

**BACKGROUND/SUMMARY INFORMATION:**

The only two items on the 2021 Comprehensive Plan Docket are two rezone proposals from private land owners. The first rezone proposal was a request by Robert Ruby to change the zoning designation of a roughly three-acre portion of the golf course (Parcel P39361) from Mixed Commercial to Residential 5 (file # RZ-2020-012). The second was a request from Sarah and Laura Bucko to change the zoning of two Assessor's parcels – P37256 and P37151 – totaling roughly 5.2 acres, from Mixed Commercial to Residential 15 (file #RZ-2021-038).

The Sedro-Woolley Planning Commission reviewed the two proposals, held one public meeting and two public hearings for each proposal. After the second public hearing for each project, the Planning Commission made a recommendation to deny both proposals. Please see the detailed project analysis for each proposal in the attached Planning Commission Findings of Fact and Recommendation. Along with the Planning Commission's recommendations, that document contains maps, the comments received on each project and the procedural history for the projects.

There are four potential motions the council can make:

1. If the council intends to deny both rezones as recommended by the Planning Commission, then the council should make a motion to accept the Planning Commission's recommendations and **deny** the Ruby Rezone request and the Bucko Rezone request.
2. If the council intends to approve both rezones (not recommended by the Planning Commission), then the council should make a motion to approve Ordinances 2004-22 and 2005-22 and be prepared to provide amended findings of fact to adopt that support the approval of the rezones.
3. If the council intends to approve the Ruby rezone, but not the Bucko rezone (also not recommended by the Planning Commission), then the council should specify that they intend to approve the Ruby rezone, make a motion to approve Ordinances 2004-22 and 2005-22 as amended to approve the Ruby rezone only and be prepared to provide amended findings of fact to adopt that support the approval of the rezone.
4. If the council intends to approve the Bucko rezone, but not the Ruby rezone (also not recommended by the Planning Commission), then the council should specify that they intend to approve the Bucko rezone, make a motion to approve Ordinances 2004-22 and 2005-22 as amended to approve the Bucko rezone only and be prepared to provide amended findings of fact to adopt that support the approval of the rezone.

Today is the first read of the possible 2021 Docket amendments. No action is requested, but if the council is prepared to make a motion, then the above four potential motions are available. The Planning Commission recommended motion number 1 to deny both rezone requests.

**FISCAL IMPACT, IF APPROPRIATE:**

N/A

**ATTACHMENTS:**

1. Planning Commission Findings of Fact and Recommendation - 2021 Comprehensive Plan Docket
2. Ordinance 2005-22 approving amendments to the Zoning Map
3. Ordinance 2004-22 approving amendments to the Comprehensive Plan

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION  
STATE OF WASHINGTON**

**File #s – Requested by:**

**CPA-1-21** – Rezone requests from private property owners

- RZ-2020-012 Ruby Rezone
- RZ-2021-038 Bucko Rezone

**2021 COMPREHENSIVE PLAN  
AMENDMENT REQUESTS  
– 2021 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 2021 Comprehensive Plan Docket; two rezone requests 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 items on the 2021 Docket are described below.

**CPA-1-21 – Zoning changes requested by private property owners**

The Sedro-Woolley Planning Commission completed a review of two separate proposed rezones of private properties. One application was submitted by the owner of Assessor’s Parcel #P39361, which is part of the golf course (file # RZ-2020-012); and a second application was submitted by the owner of Assessor’s Parcels P37256 and P37151 (file # RZ-2021-038). Those two proposed rezones are shown in Figure 1 and discussed in detail below.

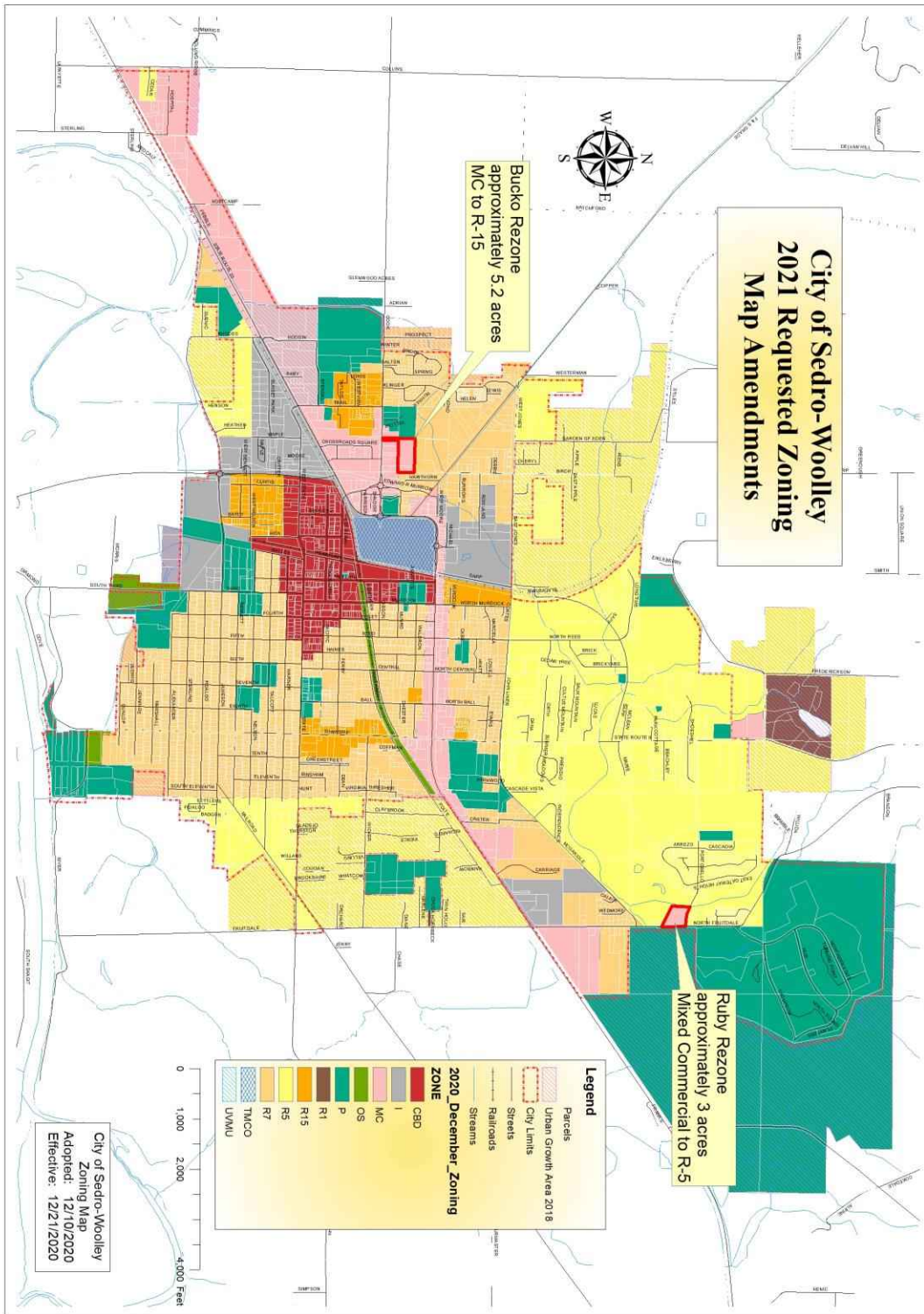


Figure 1 – Map showing the location of the two rezone requests

- **File # RZ-2020-012 (Ruby Rezone)** is a request from Robert Ruby to change the zoning designation of a roughly three-acre portion of Parcel P39361 from Mixed Commercial to Residential 5 (R-5). The R-5 zoning regulations are shown in Exhibit A and the Mixed Commercial zoning regulations are shown in Exhibit B. The rezone application (Exhibit E) was received and determined complete on January 16, 2020 and the application was processed as part of the 2020 Docket. During the 2020 Docket cycle, the PC reviewed the application at two regular meetings and two public hearings. After the second public hearing (September 15, 2020), the PC voted 3-2 to make a recommendation to approve the zoning change. When the City Council discussed the Planning Commission Findings of Fact and Recommendation for the 2020 Docket at the December 9, 2020 meeting, the Council was concerned that the Ruby Rezone was not reviewed thoroughly enough for the Council to consider taking action on the proposal. The Council removed the Ruby Rezone from the 2020 Docket and asked that the Planning Commission review the application again as part of the 2021 Docket. The Planning Commission completed its subsequent review of the Ruby Rezone as part of the 2021 Docket and the Planning Commission recommendation is shown below the discussion of the proposal.

The property is located at the southwest corner of the intersection of Portobello Avenue and North Fruitdale Road and is part of the golf course. The area zoned as Mixed Commercial is part of a larger 23.9 total acre parcel. The Mixed Commercial area covers roughly the clubhouse and part of the driving range area at the golf course. A close-up of the zoning map in the area is shown in Figure 2.

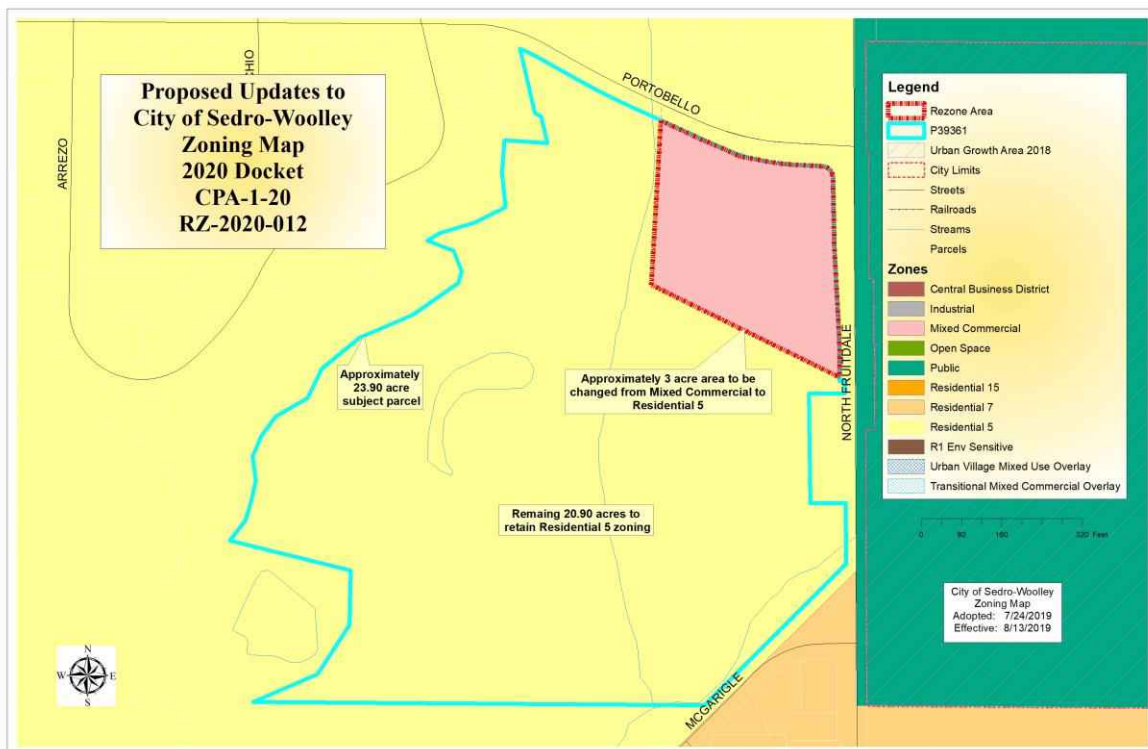


Figure 2 – Ruby Rezone location

This portion of land was zoned Mixed Commercial many years ago, presumably as a possible location for a small commercial node to serve the adjacent Sauk Mountain View Estates subdivision. The area zoned Mixed Commercial is bound to the south roughly by the location of a Cascade Natural Gas (CNG) easement, to the west by the unnamed creek (tributary to Brickyard Creek), to the east by North Fruitdale Road and the north by Portobello Avenue. The 75' wide CNG easement is for a regional gas transmission line; that easement appears to be partially on the area currently zoned MC. It is not exactly clear how much of the rezone area is encumbered by that easement.

The zoning to the north, south and west is R-5. The property to the east, across North Fruitdale Road, is outside of city limits and part of the Northern State Recreation Area. It is owned by Skagit County and zoned Urban Reserve Public-Open Space per the Skagit County zoning map.

Two watercourses run across parcel P39361. Brickyard Creek runs roughly east to west across the south of the parcel. An unnamed creek, a tributary of Brickyard Creek, runs north to south across the parcel. The unnamed creek is roughly the western boundary of the MC zoned area. Both of these watercourses are fish-bearing (Type 3) according to the Washington State Department of Natural Resources. The creeks are subject to Chapter 17.65 SWMC, but are not subject to the Sedro-Woolley Shoreline Master Program.

The owner of the property is Granite Holdings, LLC. Mr. Robert Ruby is the representative of the LLC. Granite Holdings, LLC also owns two additional parcels adjacent to P39361 and is pursuing a residential land subdivision of the three properties. The rezone would allow the area currently zoned Mixed Commercial to be developed into residential housing per zoning code regulations in the same manner that Granite Holdings, LLC intends to develop the rest of their adjacent property.

Per Chapter 17.65 SWMC, Type 3 fish-bearing creeks require a 110' fish and wildlife habitat conservation area buffer on each side of the stream's ordinary high water mark. Chapter 17.65 SWMC allows for the buffer to be reduced to no less than 55' if mitigation is performed in the creek riparian area, so future development may use the standard 110' buffer or the alternate 55' buffer.

The critical area buffer requirements are relevant because land in a critical area or critical area buffer do not count towards the total land area when calculating the allowed residential density for a planned residential development (PRD) on a property. To show how creek buffers may affect the area proposed to be rezoned, Figure 3 shows an aerial image of the area and includes the approximate 110' buffer as well as the possible alternate 55' buffer.

The entire area that is proposed to be rezoned is estimated to be just shy of 3 acres. It is difficult to determine the precise maximum number of residential units that may be located on the property once it is rezoned. It is reasonable to estimate that roughly 2 to 2.8 acres are available after subtracting the critical areas. When calculating density for a PRD in the R-5 zone, 5 units per acre are allowed. Thus, this area might be allowed 10 to 14 units as a stand-alone PRD. If it were combined with the surrounding land as part of a subdivision, more units than that may be possible on this 3-acre area; however the 3-acre area would only contribute 10-14 units towards the allowed density of the larger PRD.

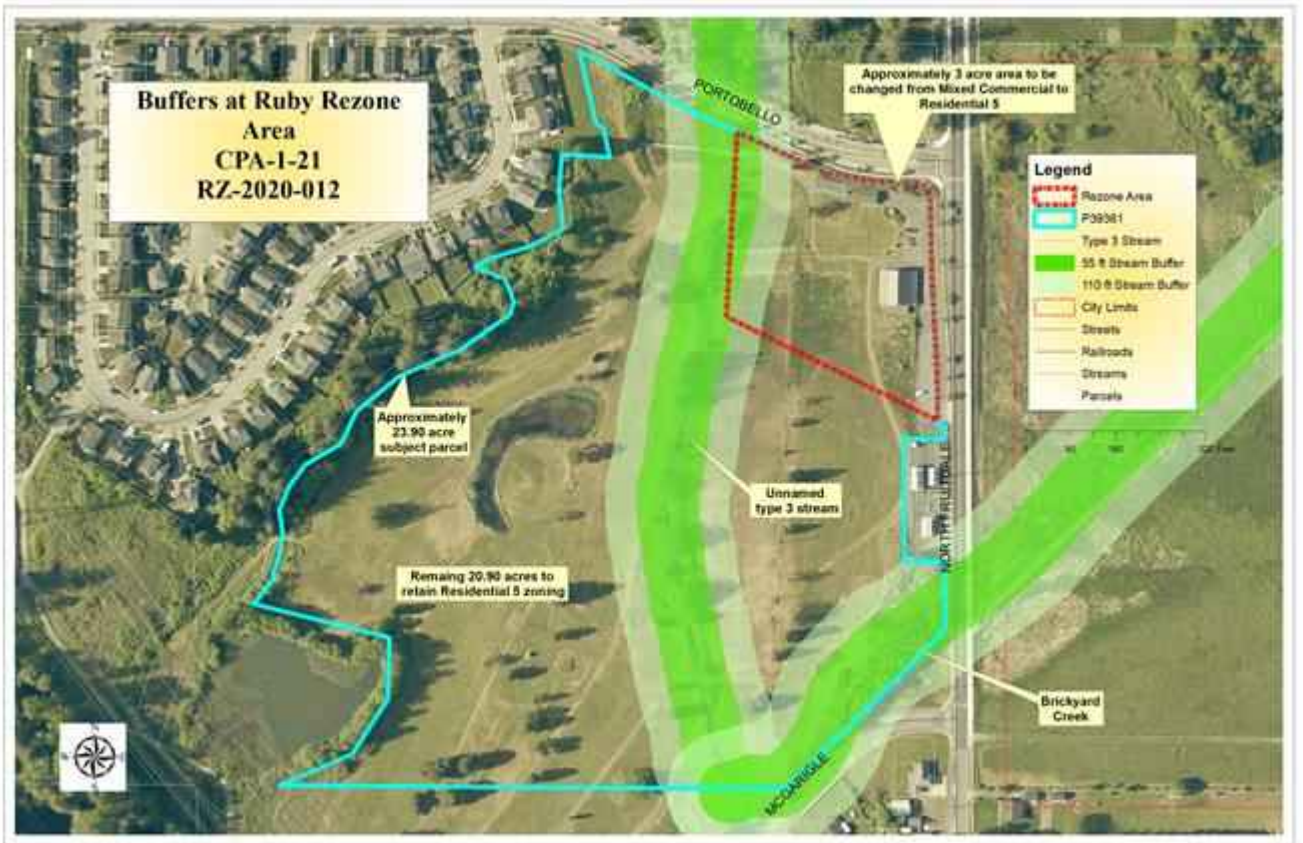


Figure 3 – Ruby Rezone area – Aerial photo showing rezone area and creeks

The Land Use Element of the Comprehensive Plan identifies that there are 267 acres of Mixed Commercial Land in the city. In 2016, when the city performed its periodic Comprehensive Plan update, the amount of commercial and residential growth was estimated for a 20 year horizon – out to 2036. Based on the County’s adopted projections, Sedro-Woolley’s urban growth area was carefully sized to accommodate the projected growth. That analysis resulted in the precise amount of Mixed Commercial Land necessary to accommodate the projected commercial growth. It also resulted in the necessary amount of land to accommodate the projected residential growth. Even though the Mixed Commercial zone allows some residential uses above a commercial use, no population was allocated to the Mixed Commercial zone. At the time of the analysis, there had not been significant residential development in the Mixed Commercial zone, so it was not justifiable to allocate any residential population to the zone.

As discussed above, only 2 – 2.8 acres are developable because of critical area buffers and utility easements. However, reducing the amount of Mixed Commercial property may have impacts on the city’s ability to accommodate future retail and commercial growth. Conversely, adding additional land for residential development will potentially provide more residential land than necessary according to the buildable lands analysis and Land Use Element.



*Consistency with Existing Comprehensive Plan*

The Planning Commission reviewed the application materials for rezone request RZ-2020-012, reviewed the site conditions and reviewed the request for consistency with the Sedro-Woolley Comprehensive Plan. The following Land Use Element Goals and Policies may support the proposed rezone request.

Policy LU5.5: Prevent incompatible uses within residential areas.

*To an extent, commercial uses are incompatible with the residential zoning. However, the scale of any commercial use on a three-acre parcel would likely have a limited impact on the surrounding residential uses.*

Policy LU5.6: Ensure that the community’s planning programs reflect basic community values.

*If the neighborhood supports the rezone, it can be argued that the rezone reflects the community values. Several comments against the proposed rezone were received from neighbors. No comments in support were received.*

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

*The public review process required per Chapter 2.90 SWMC for Comprehensive Plan updates, along with the public notification process that was required for this application, encourages community involvement and participation. On July 10, 2020, notice of the July 21 public hearing and a Notice of Land Use Application were mailed to all residents within 500 feet and owners of property within 500 feet of the subject parcel (P39361). Said notices were also posted along Portobello Avenue and Fruitdale Road on July 10, 2020. On October 8, 2021, notice of the October 19, 2021 public hearing was mailed to all residents within 500 feet and owners of property within 500 feet of the subject parcel (P39361). Said notices were also posted along Portobello Avenue and Fruitdale Road on October 8, 2021. On November 5, 2021, notice of the November 19, 2021 public hearing (Exhibit D) was mailed to all residents within 500 feet and owners of property within 500 feet of the subject parcel (P39361). Said notices were also posted along Portobello Avenue and Fruitdale Road on November 5, 2021.*

Conclusions: The Planning Commission finds that the surrounding land-uses are characterized as residential and regional (Skagit County) park. A tributary to Brickyard Creek borders the rezone request area and that tributary requires a buffer of 110’ (that may mitigated to 55’) from the ordinary high water mark. The buffer will affect the development potential of the land whether it is designated Mixed Commercial or Residential 5.

To an extent, commercial uses are incompatible with the residential zoning. However, the scale of any commercial use on a three-acre parcel would likely have a limited impact on the surrounding residential uses. The proposed rezone is approximately 2.95 acres in size. After subtracting critical areas buffers from that acreage, roughly 2 to 2.8 acres may be counted towards residential density calculations for any future PRD applications on the property. Thus, if the area was zoned Residential 5, it would contribute between 10 and 14 new units to a residential subdivision. There are concerns about the impacts of the proposal on the balance of commercial and residential land. The proposal will result in a loss of commercial

land and create additional residential land that is not accounted for in the city's Land Use Element of the Comprehensive Plan.

The Planning Commission held public hearings on October 19 and November 16, 2021. Several written comments were received ahead of the final public hearing; those are included as Exhibit G. Several oral public comments were received at both hearings. Those comments are detailed further in the Findings of Fact section below. The Planning Commission recommended that the City Council DENY the proposed zoning changes associated with File #RZ-2020-012. If the council adopts the Planning Commission recommendations, then the recommended action will result in no changes to the zoning map and Comprehensive Land Use map.

- **File # RZ-2021-038 (Bucko Rezone)** is a request to change zoning of two Assessor's parcels – P37256 and P37151 – from Mixed Commercial to R-15. The current R-15 zoning regulations are shown in Exhibit C. The two parcels total approximately 5.21 acres. The application form states “the goal of the proposed amendment is to change the zoning of parcel #95618 from mixed commercial to R-15.” The application materials are erroneous – parcel P95618 is a 0.32 acre lot in Mount Vernon. The property requested to be rezoned are parcels P37256 and P37151, which are located just north of Cook Road, west of Edward R. Morrow Road. The land only has 40-feet of frontage on Cook Road via a narrow panhandle. The shape and location of the property can be seen in Figures 1 and 4. Access to the vacant property is from Cook Road.

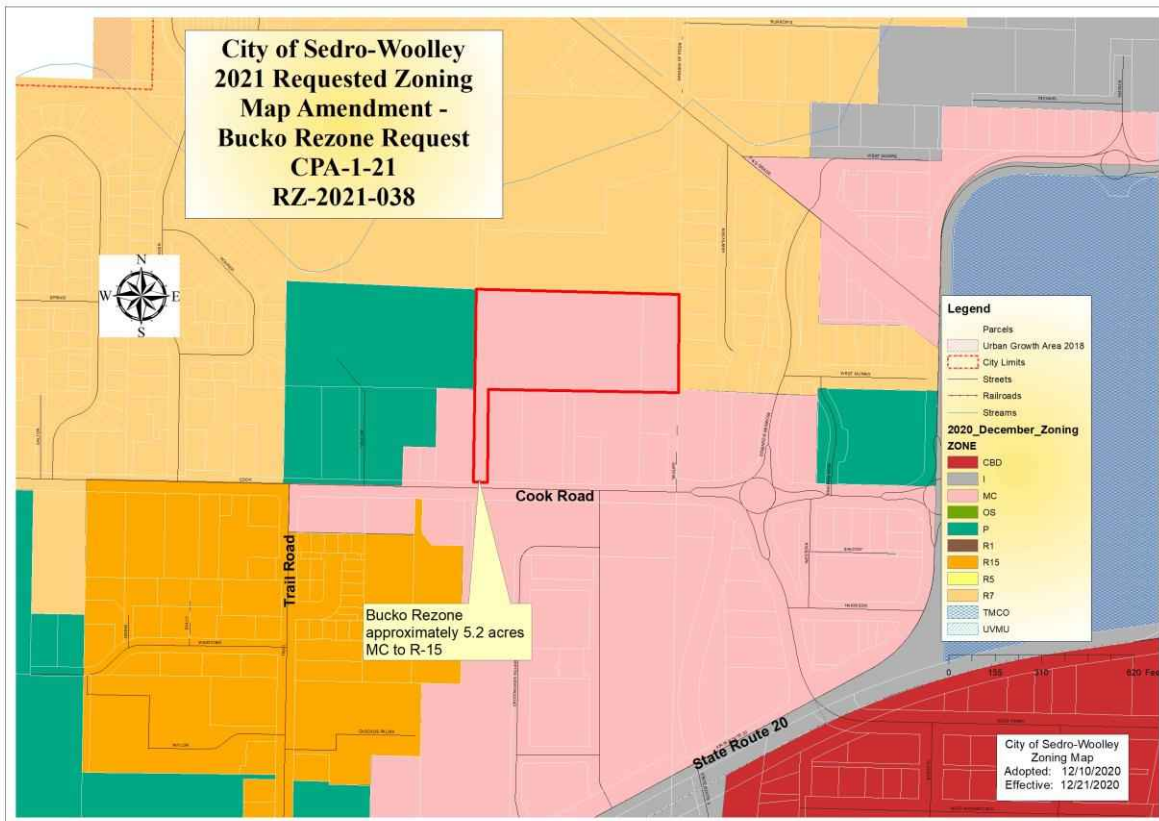


Figure 4 – Zoning map of Bucko Rezone property – Parcels P37256 and P37151

Figure 4 shows the property, its zoning designation and the zoning designations of the surrounding area. The Bucko rezone application (Exhibit F) was received and determined to be complete on January 25, 2021.

The applicants/owners, Sarah and Laura Bucko, wrote in the applicant that their goal is to change the zoning from MC to R-15 and: “The purpose of this goal is to add much needed affordable housing solutions to Skagit County and the City of Sedro Woolley.” The rezone application and extended answers to the application questions are included in Exhibit F.

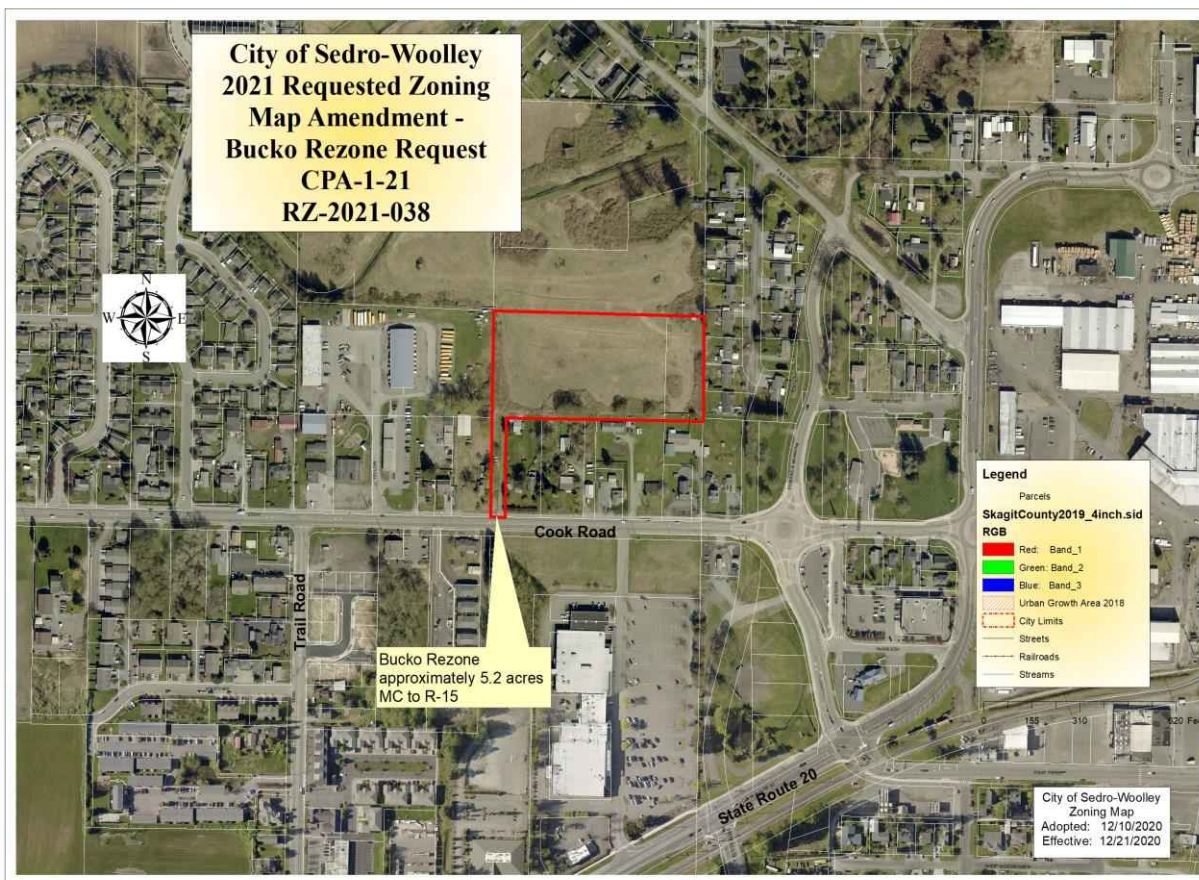


Figure 5 – Bucko Rezone area – Aerial photo

The property to the west of the rezone area is owned by the Sedro-Woolley School District and zoned Public. The School District property is used as the bus staging area. See the aerial map in Figure 5.

As shown in Figure 4, the property to the south of the rezone area is zoned Mixed Commercial. In 2009, the City performed a city-wide rezoning effort. As part of that effort, the city solicited zoning requests. The previous owner of the property (Adolf Bucko) requested that the zoning of his land south of the creek (which includes parcels P37256 and P37151) be changed to Mixed Commercial. The written request from September 8, 2009 – along with a map from the October 20, 2009 city-wide rezone staff report that illustrates the rezone request – is included as Exhibit I. Mr. Bucko also made a similar rezone request as

part of the 2007 Comprehensive Plan update cycle. That request was not approved by council in 2007. The second request (2009) was reviewed as part of the aforementioned area-wide rezone action in 2009 and parcels P37256 and P37151 were designated as Mixed Commercial.

Because the properties to the south (that front directly on Cook Road) are not very deep, adding parcels P37256 and P37151 to the MC zone allows for a 9.5 acre development, instead of just a shallow (the front properties are only 300' deep), 4.5 acre development. In an effort to create an area large enough for a large commercial development, parcels P37256 and P37151 were included in the Mixed Commercial zone. The property is designated as Farm and Agriculture land under RCW 84.34.02(2) for taxation purposes (Skagit County AF# 200003140007).

The requested zoning is Residential-15, which allows 15 residential units per acre. R-15 properties are typically developed with apartments; however, houses on small lots are also allowed in the R-15. The properties north and east of the rezone area are zoned R-7. Sarah and Laura Bucko also own the property to the north of these parcels. The Buckos have an active 64 lot (68 unit) subdivision application on the 19.6 acres of property to the north. The new subdivision includes access to Cook Road via the western portion of the land subject to the rezone request – including the panhandle that extends to Cook Road. The subdivision request is being processed by the Planning Department and the likely layout will be similar to the image in Figure 6. The Bucko Rezone area is highlighted in yellow on Figure 6 to demonstrate the proximity of the proposed subdivision and the location of the proposed road that will connect to Cook Road.

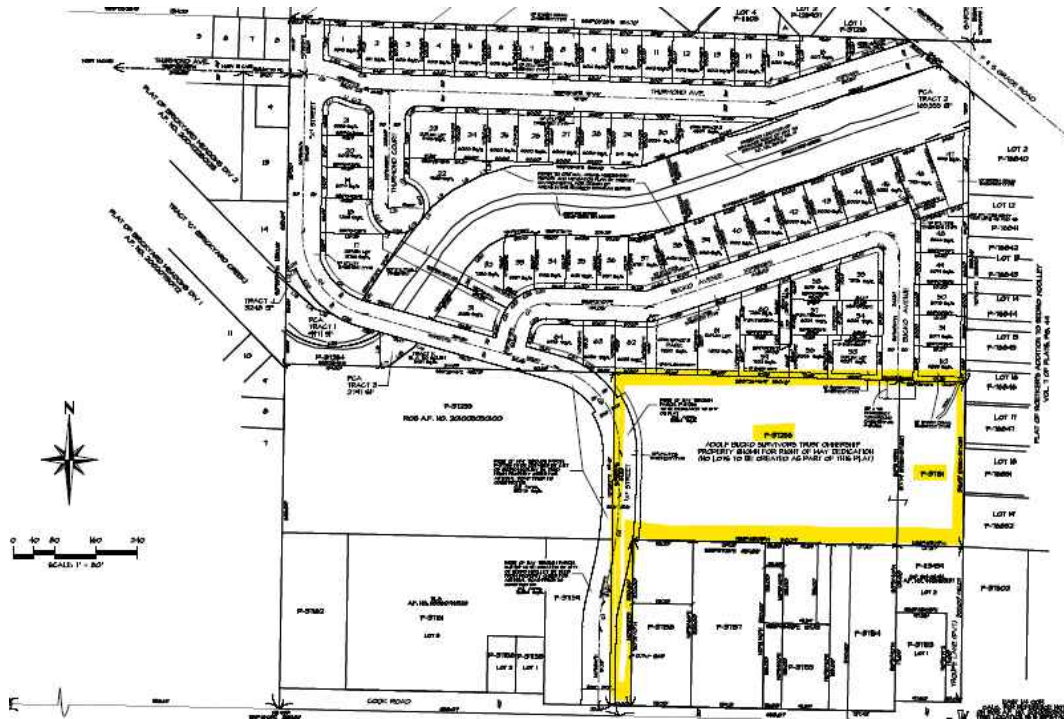


Figure 6 – Propose plat on property north of the Bucko Rezone. Note that the road serving the proposed subdivision occupies a portion of the western part of the land in the Bucko Rezone

The new road on the west of side of the rezone area will be an arterial street that will eventually connect to F&S Grade Road at the end of the new North Trail Road. Because the new road will be an arterial street, it will convey regional traffic as part of the Jones Road-John Liner Road-Trail Road arterial corridor improvements that the Public Works Department has been constructing in segments over the past several years. Arterials carry larger amounts of traffic than local access streets. The new arterial will give good access to parcels in the rezone area. Those parcels currently do not have good access to major roads, but the pending project will change that situation.

In their application materials, the Buckos argue that there is a shortage of housing in the Skagit Valley. This is true, however, there is not a shortage of land in Sedro-Woolley designated for residential uses. The Land Use Element identifies that there are 82 acres of R-15 zoned properties in the city. Roughly 15 of the 82 acres of R-15 properties are undeveloped and several more are underdeveloped. In addition, there are hundreds of undeveloped acres of Residential-5 and Residential-7 properties that are available to accommodate the projected housing needs of the city. Moreover, residential units are allowed in the Mixed Commercial zone if commercial/office space is provided on the lower floor. The Comprehensive Plan goals and policies support commercial/office uses; eliminating land from the Mixed Commercial zone is contrary to the goals and policies of the Comprehensive Plan. It is imperative that the city provide commercial/retail land so the city's residents do not need to drive to neighboring cities for goods and services. The more commercial/retail development that happens in the city, the less dependent the city residents are on regional roads to other cities. Because of the importance of providing commercial/retail opportunities in Sedro-Woolley, the city has even allowed residential uses above commercial/retail uses in the Mixed Commercial as an incentive to encourage commercial/retail development. Eight units of residential are allowed above the first story of all commercial buildings in the Mixed Commercial zone (SWMC 17.20.010A(2)).

The Land Use Element of the Comprehensive Plan also identifies that there are 267 acres of Mixed Commercial Land in the city. In 2016, when the city performed its periodic Comprehensive Plan update, the amount of commercial and residential growth was estimated for a 20 year horizon – out to 2036. Based on the County's adopted projections, Sedro-Woolley's urban growth area was carefully sized to accommodate the projected growth. That analysis resulted in the precise amount of Mixed Commercial Land necessary to accommodate the projected commercial growth. It also resulted in the necessary amount of land to accommodate the projected residential growth. Losing 5.21 acres of prime commercial land along the Cook Road and Trail Road arterial routes will have impacts on the city's ability to accommodate future retail and commercial growth.

Similarly, adding 5.21 acres of R-15 would also skew the balance of necessary residential land. 5.2 acres can accommodate 78 additional units. The Washington State Office of Financial Management (OFM) 2021 population data estimates that there are 2.61 persons per unit in Sedro-Woolley. At the average of 2.61 persons per unit, that is an additional 203 residents more than the city's projected 20 population projection.

In 2015, as part of the city's 2016 Comprehensive Plan update, the city hired the economic and development consulting firm, E.D. Hovee & Company LLC (EDH) to prepare a buildable land and land capacity analysis report to determine how much land is necessary in

the city's UGA to accommodate 20 years of growth (between 2016 and 2036). The report's methodology did not allocate population to the Mixed Commercial zone because little to no residential development had occurred in the MC zone in the past. Thus, it is not accurate to say that replacing Mixed Commercial land with R-15 land will result in the same amount of residential population allocation. The city's residential population is allocated to the Mixed Commercial zone.

Any new residentially zoned land, such as the 5.21 acres of proposed R-15 zoning, is more residential zoning than the city can justify. The additional housing that the Mixed Commercial zone allows for provides more residential land beyond what was already appropriately allocated to accommodate for the 20-year growth projection. The Mixed Commercial zone already acts as a relief valve for any residential development needs beyond what the residential zones already provide.

The city's population growth is not outpacing the planned growth in the Comprehensive Plan. There is no justification in the land capacity analysis to increase the amount of R-15 zoned land. The city will be performing another land capacity analysis as part of a required Growth Management Act Comprehensive Plan update that is set to be completed in June of 2025. At that time the city will also be reviewing its urban growth area boundaries and zoning polices to assure the city can meet the projected growth from 2025 to 2045.

As illustrated in Figure 4, none of the properties adjacent to the rezone request area are zoned R-15. The proposed 5.21 acres of R-15 zoning is very different than the surrounding land uses and zoning designations. Changing the zoning of these properties as proposed pushes the thresholds of spot zoning, which is not permitted in Washington State.

According to Planners Web, "spot zoning is the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners. When considering spot zoning, courts will generally determine whether the zoning relates to the compatibility of the zoning of surrounding uses. Other factors may include; the characteristics of the land, the size of the parcel, and the degree of the "public benefit." Perhaps the most important criteria in determining spot zoning is the extent to which the disputed zoning is consistent with the municipality's comprehensive plan" (from Planners Web on 10-12-21, <https://plannersweb.com/2013/11/understanding-spot-zoning-2/>).

#### *Consistency with Existing Comprehensive Plan*

The Planning Commission has reviewed the application materials for rezone request RZ 2021-038, reviewed the site conditions and reviewed the request for consistency with the Sedro-Woolley Comprehensive Plan. The applicant wrote in the application that the proposal meets GMA Goal 1 to encourage development in areas where adequate public facilities exist. This goal will also be achieved if the property remains Mixed Commercial. The applicant did not address any Sedro-Woolley goals and policies. The following Land Use Element Goals and Policies support the proposed rezone request.

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

*The public review process required per Chapter 2.90 SWMC for Comprehensive Plan updates, along with the public notification process that was required for this application, encourages community involvement and participation. On October 7, 2021, notice of the October 19 public hearing and Notice of Land Use Application were mailed to all residents within 500 feet and owners of property within 500 feet of the subject parcels (P37256 & P37151). Said notices were also posted along Cook Road on October 6, 2021. On November 5, 2021, notice of the November 16 public hearing (Exhibit D) was mailed to all residents within 500 feet and owners of property within 500 feet of the subject parcels (P37256 & P37151). Said notices were also posted along Cook Road on November 5, 2021. Community involvement and participation is encouraged as part of the review for this specific application and the Comprehensive Plan update process.*

Conclusions: The Planning Commission finds that the vacant property is not adjacent to any other R-15 properties, however it is adjacent to other Mixed Commercial properties and will have frontage on an arterial street, thus the property is valuable as commercial property. The Planning Commission also finds that the property is intended to accommodate future commercial/retail growth in the city limits. Eliminating the Mixed Commercial designation has negative effects on the city's required commercial land inventory and increases the dependency of the city's residents on commercial development in nearby cities. Such dependency also increases regional traffic congestion.

The Planning Commission finds that the Bucko family requested that the property be designated as Mixed Commercial in 2009 and the property was designated Mixed Commercial. The city's commercial land inventory depends on this property to provide the city's projected commercial growth.

The Planning Commission further finds that there is an adequate amount of developable R-5, R-7 and R-15 land in the city to accommodate the city's 20 population projection. Adding more R-15 land and eliminating Mixed Commercial land will skew the balance of necessary residential and commercial land in the city urban growth area. The proposed rezone from Mixed Commercial to R-15 is not consistent with the city's Comprehensive Plan.

The Planning Commission held public hearings on October 19 and November 16, 2021. All written comments received ahead of the final public hearing are included as Exhibit H. Oral public testimony was received at both hearings. Those comments are detailed further in the Findings of Fact section below.

The Planning Commission recommended that the City Council DENY the proposed zoning changes associated with File #RZ-2021-038. If the council adopts the Planning Commission recommendations, then the recommended action will result in no changes to the zoning map and Comprehensive Land Use map.

## **Planning Commission Finding 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 4, 2020 and January 2, 2021 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 15, 2021.
3. One request for amendments to the Land Use Map and Zoning Map were received from private property owners. Those application was assigned file numbers RZ-2021-038.
4. One other application held-over from the 2020 Docket – the Ruby Rezone RZ-2020-012 – was also proposed to be on the 2021 Docket. That application had been processed as part of the 2020 Docket, but Council directed that application be reviewed more thoroughly on the 2021 Docket.
5. At its March 3, 2021 Worksession, the City Council reviewed items for inclusion on the 2021 Comprehensive Plan Docket.
6. The Council reviewed and approved the proposed items to be placed on the 2021 Docket at its March 10, 2021 regular council meeting. The 2021 Docket included the two private property rezone requests.
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 October 14, 2021. The review period expired December 13, 2021.
8. A SEPA Determination of Non-Significance (DNS) for the 2021 Comprehensive Plan updates and associated zoning map updates was issued on February 22, 2022 (Exhibit K). The DNS was published in the February 22, 2022 Skagit Valley Herald and posted on site at both the Ruby and Bucko properties on February 22, 2022 respectively. The DNS was mailed to all property owners and residents within 500 feet of the both the Ruby and Bucko properties on February 22, 2022.

### **CPA-1-20**

9. On September 21, 2021 the Planning Commission first reviewed the proposed rezones in RZ-2020-012 (Ruby) and RZ- 2021-038 (Bucko). Mr. Bob Ruby spoke in support of his proposal. Ms. Sarah Bucko spoke in support of her family's rezone proposal. A public hearing for each proposal was scheduled for October 19, 2021.
10. On October 8, 2021, in compliance with Chapter 2.90 SWMC, notice of the October 19, 2021 Public Hearings in front of the Planning Commission and opportunity to comment on the proposed amendments was published in the Skagit Valley Herald. On October 8, 2021 a Notice of Public Hearing was mailed to all owners and residents of property within 500 feet of the subject property owned by Ruby. On October 8, 2021, the Notice of Public Hearing was posted on the subject property per SWMC 2.90.030. One written comment on RZ-2020-012 (Ruby) was received ahead of the October 19, 2021 hearing. The comment received were from Paul Cocke on October 19, 2021.
11. On October 8, 2021, in compliance with Chapter 2.90 SWMC, notice of the Bucko Rezone Application and notice of the October 19, 2021 Public Hearings in front of the Planning Commission and opportunity to comment on the proposed amendments was



published in the Skagit Valley Herald. On October 7, 2021 a Notice of Application and a Notice of Public Hearing were mailed to all property owners and residents within 500 feet of the subject property owned by Bucko. On October 6, 2021, the Notice of Application and a Notice of Public Hearing were posted on the subject Bucko property per SWMC 2.90.030.

12. The Planning Commission held the public hearing in person and virtually via Zoom (hybrid meeting) for RZ-2020-012 (Ruby) on October 19, 2021. The applicant, Mr. Bob Ruby of Granite Holdings, 801 Metcalf Street, explained that after researching what can be built in the Mixed Commercial zone, he believes that affordable housing is not financially realistic in a mixed-use building. Mr. Ruby explained that the flooding issues will be addressed through engineering and mitigations during the construction design. Five members of the public commented on the proposal. Mr. Paul Cocks, 975 Wedmore Place, expressed concern relative to water run-off, flooding, increased traffic and developing near the gas lines. He also is concerned about the impact on the wetlands off of Fruitdale Road and spoke in favor of keeping the golf course. Mr. Jeffery Choffel, 1265 Arrezo Drive, pointed out that there was an incorrect Zoom address on the public hearing notice, which made it difficult for people to get onto the zoom to attend the meeting. He asked if Washington State official wetland survey has been completed on this property. Mr. Choffel expressed concern regarding the flooding and traffic impacts. Mr. William Stevens, 1259 Arrezo Drive, expressed his concern of flooding the impact on the schools. Ms. Monnette Stevens, 1259 Arrezo Drive, commented on school impacts and soil erosion. Mr. Paul Woodmansee of BYK Construction, 702A Metcalf Street, spoke in support of the proposed rezone. He also suggested that the Planning Commission look into changing the requirements of the Mixed Commercial zone so that it is easier to build in that zone. In addition to the comments received at the October 19, 2021 hearing, the Planning Commission received comments at two public hearings during the 2020 Docket hearings. There were no comments at the first 2020 hearing, but four public comments were made at the second public hearing for on September 15, 2020. At that hearing, Mr. Rick Judd, 1310 N Fruitdale Road, expressed concern relative to water runoff. Mr. Jeffrey Choffel, 1265 Arrezo Drive, expressed concern relative to water runoff and the number of homes that are proposed to be built. Mr. Mathew Howry, 1275 Arrezo Drive expressed concerns relative to storm water run and flooding. Ms. Cheryl Fletcher, 1263 Arrezo Drive, expressed concerns relative to wetlands and traffic impacts. Because of concerns about the accuracy of the Zoom link address, a second public hearing was scheduled for November 16, 2021.
13. The Planning Commission also held the public hearing for RZ-2021-038 (Bucko) via Zoom Webinar on October 19, 2021. Ms. Sarah Bucko, applicant, 13315 NW Overton Street, Portland, Oregon, addressed the staff report relative to the allowed amount of residences that are proposed. She disagreed with the staff analysis of how the change from the Mixed Commercial zone to the R-15 zone will negatively affect the city's balance of residential and commercial land. Ms. Bucko explained that they are trying to provide a different kind of housing than is allowed within the Mixed Commercial zone. She stated that they want to provide middle housing, such as apartments that are allowed in the R-15 zone. She believes that Adolf Bucko did not request that the subject property be rezoned to Mixed Commercial in 2009 as stated in the staff memo. Ms. Bucko pointed out that as part of their project on an adjacent parcel to the north, they plan to dedicate the arterial road to go through the west side of the proposed rezone property to accommodate an arterial road from F&S Grade Road to Cook Road. Ms. Laura Bucko,

also applicant, explained that they want to provide affordable housing in the community. Three members of the public commented at the hearing. Mr. Paul Woodmansee of BYK Construction, 702A Metcalf Street, explained that they are partnering with the Bucko family on the subdivision project on the adjacent property. He expresses that R-15 zoning for this area would be a nice transition in this area. He believes that the Mixed Commercial zoning requirements needs to be reviewed and updated to create more flexibility for more residential units. Mr. Bob Ruby of Rubicon Construction, 802 Metcalf Street, spoke in favor of the rezone. Mr. Rob Janicki of the RJ Group, 103 Township Street, also spoke in favor of the rezone. Because of concerns about the accuracy of the Zoom link address, a second public hearing was scheduled for November 16, 2021.

14. On November 5, 2021, in compliance with Chapter 2.90 SWMC, notice of the November 16, 2021 Public Hearings in front of the Planning Commission and opportunity to comment on the proposed Ruby amendments was published in the Skagit Valley Herald. On November 5, 2021 a Notice of Public Hearing was mailed to all owners and residents of property within 500 feet of the subject property owned by Ruby. On November 5, 2021, the Notice of Public Hearing was posted on the subject property per SWMC 2.90.030. Two written comments on RZ-2020-012 (Ruby) were received ahead of the November 16, 2021 hearing. The comments received were from Paul Cocke on November 16, 2021 and from Matt and Lisa Howry also on November 16, 2021. Those comments, along with Paul Cocke's October 19, 2021 and the comments from the 2020 review process – those from Doug Hartfield submitted July 13, 2020, Les and Susy Williams on July 20, 2020, Terry Judd on July 21, 2020, Matt and Lisa Howry on July 22, 2020, Les and Susie Williams on September 11, 2020 and Cheryl Fletcher on September 14, 2020 – are attached as Exhibit G.
15. On November 5, 2021, in compliance with Chapter 2.90 SWMC, notice of the November 16, 2021 Public Hearings in front of the Planning Commission and opportunity to comment on the proposed Bucko amendments was published in the Skagit Valley Herald. On November 5, 2021 a Notice of Public Hearing was mailed to all property owners and residents within 500 feet of the subject property owned by Bucko. On November 5, 2021, the Notice of Public Hearing were posted on the subject Bucko property per SWMC 2.90.030. Three written comments on RZ-2021-038 (Bucko) were received ahead of the November 16, 2021 hearing. The comments received were from Mary and Kevin McGoffin on October 13, 2021 and from BYK Construction on November 16, 2021. Those two comments are attached as Exhibit H. The applicant also submitted a written response to the city staff report; that response is in Exhibit J.
16. At a November 19, 2021 hybrid public hearing, the Planning Commission reviewed and discussed the proposed Ruby rezone (RZ-2020-012). Staff presented why staff does not recommend this rezone due to concerns about the impacts of the proposal on the balance of commercial and residential land. The proposal will result in a loss of commercial land and create additional residential land that is not accounted for in the City's Land Use Element of the Comprehensive Plan. The applicant, Mr. Bob Ruby, explained that this application is for the best use of the property in question. He encouraged the Planning Commission to look at what the disadvantage would be to not approve the rezone. He explained that the rezone does match the use in the surrounding areas currently zoned R-5. Seven members of the public commented on the proposal. Mr. Rick Judd, 1310 N. Fruitdale Road, Mr. William Stevens, 1259 Arrezo Drive and Mr. Paul Cocke, 975 Wedmore Place, spoke against the rezone. Mrs. Monnette Stevens, 1259 Arrezo Drive

and Ms. Susie Williams, 1058 Wedmore Place both spoke against the rezone and both suggested making the site into a park. Mr. Tim Woodmansee, BYK Construction, 702 Metcalf Street, spoke to the neighborhood comments that should be addressed by a civil engineer. Mr. Woodmansee spoke in favor of the rezone to accommodate more residential housing. The Planning Commission then deliberated and discussed the merits of the application and the need to keep a balance of mixed commercial and residential lands in the city. A motion was made by Commissioner Johnson and seconded by Commissioner Penno to recommend to City Council to deny rezone request #RZ-2020-012. The motion to deny the request passed 5-1.

17. At a November 19, 2021 hybrid public hearing, the Planning Commission reviewed and discussed the proposed Bucko rezone (RZ-2021-038). Staff again presented why staff does not recommend this rezone due to concerns about the impacts of the proposal on the balance of commercial and residential land. The proposal will result in a loss of commercial land and create additional residential land that is not accounted for in the City's Land Use Element of the Comprehensive Plan. One of the applicants, Laura Bucko, 41 Pacific Mist, Newport, CA, addressed comments that were submitted regarding the rezone. She feels that by changing the zoning from Mixed Commercial to R-15 would allow for more affordable housing within the City of Sedro-Woolley. Ms. Bucko also feels that the R-15 zoning would create a nice transition from their proposed residential development to the North and the Mixed Commercial parcels to the south. The other applicant Ms. Sarah Bucko, also spoke to the necessity of more affordable housing needed within the City of Sedro-Woolley and Skagit County. She averred that if the rezone is approved this project will provide a walk up apartment/townhome style with affordable pricing. One public comment was made at the hearing; Mr. Tim Woodmansee of BYK Construction, spoke in support of the rezone from Mixed Commercial to R-15. Mr. Woodmansee, feels if this property is not rezoned it will sit vacant for years. He also spoke to the importance of transitional zoning and how mixed commercial zones mix well with residential zones. The Planning Commission then deliberated and discussed the merits of the application and the need to keep a balance of mixed commercial and residential lands in the city. The Planning Commission acknowledged the need for affordable housing, but recognized that this location is the location is not connected to other R-15 land. A motion was made by Commissioner Penno, seconded by Commissioner Freiberger, to recommend to City Council to deny rezone request #RZ-2021-038. The motion to recommend to City Council to deny the rezone passed 3-2.

### **Planning Commission Recommendations**

#### **RZ-2020-012 Rezone Request by Ruby – part of CPA-1-21 – Zoning changes requested by private property owners**

Based on the findings of fact and testimonies received by the Planning Commission, the Planning Commission recommends that the City Council **DENY** the proposed zoning map and corresponding Comprehensive Land Use map amendments proposed in RZ-2020-012 to change the zoning designation of the approximately 3-acre portion of Assessor's Parcel

P39361 from Mixed Commercial to Residential 5. The recommended action will result in no changes to the zoning map and Comprehensive Land Use map.

RZ-20201-038 Rezone Request by **Bucko** – part of CPA-1-21 – Zoning changes requested by private property owners

Based on the findings of fact and testimonies received by the Planning Commission, the Planning Commission recommends that the City Council **DENY** the proposed zoning map and corresponding Comprehensive Land Use map amendments proposed in RZ-2021-038 to change the zoning designation of Assessor’s Parcels P37256 and P37151 from Mixed Commercial to Residential 15. The recommended action will result in no changes to the zoning map and Comprehensive Land Use map.

**ATTACHMENTS**

- A. Residential 5 (R-5) zoning regulations
- B. Mixed Commercial (MC) zoning regulations
- C. Residential 15 (R-15) zoning regulations
- D. Notice of Public Hearing Published in the Skagit Valley Herald November 5, 2021
- E. RZ-2020-012 Ruby Application form
- F. RZ-2021-038 Bucko Application form
- G. RZ-2020-012 Public comments for Ruby Rezone Request
- H. RZ-2021-038 Public comments for Bucko Rezone Request
- I. Written rezone request from September 8, 2009 – along with a map from the October 20, 2009 city-wide rezone staff report that illustrates the rezone request
- J. Bucko reply letter November 16, 2021
- K. SEPA DNS issued February 22, 2022

**CERTIFICATION**

  
\_\_\_\_\_  
Joe Fattizzi, Planning Commission Chairman

3-7-2022  
\_\_\_\_\_  
Date

# EXHIBIT A

## Chapter 17.08 SWMC

### **RESIDENTIAL 5 (R-5) ZONE**

#### 17.08.005 Intent.

The intent of the R-5 zone is to provide a variety of housing opportunities in parts of the city characterized by more rolling terrain or areas that serve as a transition to the unincorporated rural area.

#### 17.08.010 Use restrictions.

Use restrictions in the residential R-5 zone shall be as follows:

##### A. Permitted Uses.

1. One single-family residence per lot;
2. Low-intensity agriculture;
3. Home occupations in compliance with Chapter [17.68](#);
4. Child day care centers meeting state requirements;
5. Adult or family day care facilities meeting state requirements;
6. Accessory dwelling units in compliance with Chapter [17.100](#).

##### B. Conditional Uses.

1. Planned residential developments;
2. Group homes;
3. Dependent relative cottages;
4. Mobile and manufactured home parks in compliance with Chapter [17.48](#);
5. Personal services;
6. Professional offices with no outside storage;
7. Outdoor recreation facilities;
8. Public utilities, excluding wireless communication facilities;
9. Quasi-public uses;
10. Public uses.

C. Prohibited Uses. All uses not listed above, including adult entertainment and wireless communication facilities.

#### 17.08.020 Bulk restrictions.

Bulk restrictions in the residential R-5 zone shall be as follows:

##### A. Minimum Setbacks.

1. Front: twenty feet;
2. Side: one story dwellings and accessory structures shall have a minimum of five feet; a two story dwelling shall have a minimum of eight; and each additional story over two shall have an additional four feet, for each story;
3. Rear: ten feet for residences, five for accessory;
4. Garage Setbacks. Private garages attached to or within the residence shall adhere to the setback requirement of the residence. In all cases, there shall be a minimum off-street parking apron of twenty-five feet in length directly in front of all garage door entrances when accessing a street either to the

front or side of a residence. Where garage doors access an alley, the off-street parking apron shall be at least ten feet.

B. Maximum building height: thirty-five feet except twenty feet for accessory buildings and no height limit for church steeples or bell towers.

17.08.030 Minimum lot size requirements.

Minimum lot size requirements in the residential R-5 zone shall be as follows:

A. Lot area: eight thousand four hundred square feet;

B. Lot width at building line: forty feet;

C. Lot frontage on a public street, approved private street, or approved easement: twenty feet.

17.08.040 Maximum density requirements.

The maximum gross density requirement in the R-5 zone is five units per acre.

17.08.050 Maximum lot coverage.

Maximum lot coverage requirements in the residential R-5 zone shall be as follows:

A. Thirty-five percent;

B. Variances from the maximum lot coverage requirement are permitted, if the applicant can demonstrate that the proposed coverage does not exceed the average lot coverage of lots within one hundred feet of the parcel. Lot coverage can be equal to the average lot coverage but cannot exceed it.

## Chapter 17.20 SWMC

### MIXED COMMERCIAL (MC) ZONE

#### 17.20.005 Intent.

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

#### 17.20.010 Use restrictions.

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

##### A. Permitted Uses.

1. Retail, general services, recreational and cultural uses, light manufacturing, low-intensity agriculture;
2. Residential units contained above the first story of a commercial building (live/work units are specifically included), limited to eight such units per building;
3. *Repealed by Ord. 1709-11;*
4. Public utilities, other than wireless communications facilities;
5. Health facilities and services.

##### B. Conditional Uses.

1. Quasi-public uses.
2. Wireless communications facilities.
3. Public uses.
4. All other uses not otherwise prohibited.

C. Prohibited Uses. All uses not allowed as permitted or conditional uses are prohibited. Adult entertainment is a prohibited use in this zone.

#### 17.20.020 Bulk restrictions.

##### A. Minimum setbacks to adjacent zones:

1. Setbacks to residential (R-5, R-7 and R-15) zones: front setbacks on an arterial street shall be a minimum of twenty feet. On a non-arterial street, front setbacks shall be a minimum of ten feet. Side setbacks shall be a minimum of thirty-five feet, which may be reduced to twenty feet if building setbacks as required by the design standards and guidelines are incorporated into the site design pursuant to Chapter 15.44. Rear setbacks shall be a minimum of twenty feet.
2. Setbacks to all other zones: front setbacks on an arterial street shall be a minimum of twenty feet. On a non-arterial street, front setbacks shall be a minimum of ten feet. Side setbacks shall be a minimum of twenty feet. Rear setbacks shall be a minimum of 20 feet.
3. Setbacks to the MC zone: buildings shall maintain a minimum ten-foot setback to all lot lines when adjacent to other properties zoned MC.

##### B. Maximum building height: thirty-five feet.

Exception: sixty feet, if minimum side and rear setbacks required in subsection A of this section are doubled.

**17.20.030 Minimum lot size requirements.**

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

B. Lot frontage on a public street or private street: twenty feet.

**17.20.040 Hazardous waste.**

On-site hazardous waste treatment and storage facilities as accessory to a permitted or conditional use are allowed a conditional use; provided, such facilities comply with the state hazardous waste citing standards and Sedro-Woolley and State Environmental Policy Act requirements.

**17.20.050 Design review.**

All developments in this zone which are subject to environmental review shall comply with the design review standards of SWMC Chapter 15.44 for conformance with this and other provisions of the city code.

**17.20.060 Parking for residential uses in the MC zone.**

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

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

Parking spaces counted for residential use shall not also be counted towards non-residential parking requirements of SWMC Ch. 17.36 for this zone.



## Chapter 17.16 RESIDENTIAL 15 (R-15) ZONE

Sections:

- 17.16.005 Intent.**
- 17.16.010 Use restrictions.**
- 17.16.020 Bulk restrictions.**
- 17.16.030 Minimum lot size requirements.**
- 17.16.035 Zero side setbacks permitted.**
- 17.16.040 Maximum density requirements.**
- 17.16.050 Parking for residential uses in R-15 zone.**
- 17.16.060 Design review.**

### **17.16.005 Intent.**

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. Because multifamily is permitted in the MC and CBD zones, no new areas shall be designated R-15. (Ord. 1484-04 § 6 (part), 2004)

### **17.16.010 Use restrictions.**

Use restrictions in the R-15 zone shall be as follows:

#### A. Permitted Uses.

1. Multifamily residential uses up to eight units per building or up to twelve units per building if the building is three stories and the units are evenly distributed between the three floors;
2. One single-family residence per lot;
3. Low-intensity agriculture;
4. Home occupations in compliance with Chapter 17.68;
5. Group homes;
6. Dependent relative cottages;
7. Professional offices;
8. Child day care centers meeting state requirements;
9. Planned residential developments;
10. Adult or family day care facilities meeting state requirements.

#### B. Conditional Uses.

1. Mobile and manufactured home parks in compliance with Chapter 17.48;
2. Offices other than professionals;
3. Outdoor recreation facilities;
4. Public utilities, excluding wireless communication facilities;
5. Quasi-public uses;
6. Public uses;

7. Commerce;
8. Personal services.
- C. Prohibited Uses. All uses not listed above, including adult entertainment and wireless communication facilities. (Ord. 1920-19 § 1, 2019; Ord. 1484-04 § 6 (part), 2004; Ord. 1312-98 § 1 (part), 1998; Ord. 1013 § 2.03.01, 1985)

**17.16.020 Bulk restrictions.**

Bulk restrictions in the R-15 zones shall be as follows:

A. Minimum Setbacks.

1. Front: ten feet;
2. Side: one story dwellings and accessory structures shall have a minimum of five feet; a two story dwelling shall have minimum of eight; and each additional story over two shall have an additional four feet, for each story;
3. Rear: ten feet for residences; and five for accessory structures.

B. Maximum building height: thirty-five feet, except twenty feet for accessory buildings and no height limit for church steeples or bell towers. (Ord. 1484-04 § 6 (part), 2004; Ord. 1312-98 § 1 (part), 1998; Ord. 1013 § 2.03.02, 1985)

**17.16.030 Minimum lot size requirements.**

There is no categorical minimum lot size for permitted uses in this zone. However the lot size may be made a condition of approval in design review and conditional uses if relevant in those proceeding. (Ord. 1484-04 § 6 (part), 2004; Ord. 1312-98 § 1 (part), 1998; Ord. 1013 § 2.03.03, 1985)

**17.16.035 Zero side setbacks permitted.**

It is the intent of this section to allow for the creation of new lots within an existing lot where buildings on the new lots are not required to maintain side setbacks for the purpose of allowing townhouses with condominium-style ownership that would include not only the interior spaces but also a portion of the land outside of the building. All other setbacks including those to the property lines of the parcel being subdivided, the front and rear setbacks, streets, driveways, etc. shall be maintained.

- A. A division of land allowing no minimum side setbacks to interior lot lines shall be permitted provided that all other requirements of the zoning district shall remain applicable. Interior lot lines are those that are created as part of the proposed land division.
- B. The standard setback requirements defined in SWMC Section 17.16.020 shall apply to the property lines of the parcel being subdivided.
- C. No more than eight dwelling units per building may be attached utilizing the provisions of this section.
- D. No more than one dwelling unit shall be allowed on any lot with reduced side setbacks created through the provisions of this section of the code.

E. All proposed developments permitted using this section shall comply with the design review standards of SWMC Chapter 15.44 and shall be reviewed by the design review committee to determine conformance.

F. All developments utilizing the provisions of this section must establish a homeowner’s association per SWMC Section 16.04.080(C). (Ord. 1601-08 § 1, 2008)

**17.16.040 Maximum density requirements.**

Minimum net density in the R-15 zones is four units per acre. Maximum gross density is fifteen units per acre. (Ord. 1484-04 § 6 (part), 2004; Ord. 1312-98 § 1 (part), 1998)

**17.16.050 Parking for residential uses in R-15 zone.**

The parking requirements for residential uses in the R-15 zone shall be as follows:

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

In all cases, there shall be a minimum off-street parking apron of twenty-five feet in length directly in front of all garage door entrances when accessing a street either to the front or side of a residence. Where garage doors access an alley, the off-street parking apron shall be at least ten feet.

Parking spaces counted for residential use shall not also be counted towards nonresidential parking requirements of Chapter 17.36 for other uses in this zone. (Ord. 1906-18 § 1, 2018; Ord. 1484-04 § 6 (part), 2004)

**17.16.060 Design review.**

All developments in this zone which are subject to environmental review shall comply with the Design Review standards of SWMC Chapter 15.44 for conformance with this and other provisions of the city code. (Ord. 1484-04 § 6 (part), 2004)

## NOTICE OF PUBLIC HEARINGS

CITY OF SEDRO-WOOLLEY  
**Amendments to Comprehensive Plan and Zoning Map**  
City of Sedro-Woolley Council Chamber  
And Virtually via Zoom Webinar

The City of Sedro-Woolley Planning Commission will hold public hearings on **November 16, 2021 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:

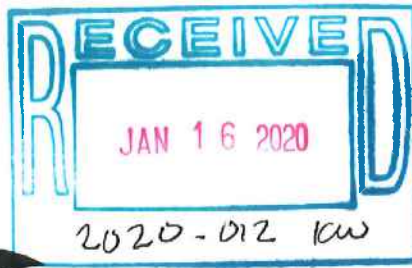
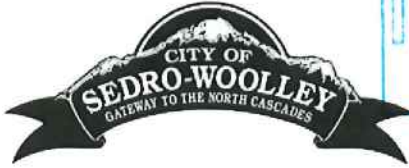
Possible amendments to the Comprehensive Land Use map and the Zoning map:

1. Rezone request # 2021-038 – Bucko – request to change the zoning designation of roughly 5.2 acres of land from mixed commercial to Residential 15
2. Rezone request # 2020-012 – Ruby – request to change the zoning designation of roughly 3 acres of land from Mixed Commercial to Residential 5

Interested parties can comment on the proposed changes in writing or at the hearing. **Written comments must be received by 4:30 PM November 16, 2021** to be considered at this 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](mailto:nmcgowan@sedro-woolley.gov).

Please go to the Planning Commission Meetings page on the Sedro-Woolley website (<https://www.ci.sedro-woolley.wa.us/>) to find the meeting materials and a link to join the webinar.

Published in the Skagit Valley Herald: November 5, 2021



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

**Exhibit E**  
Ruby Rezone Request

Application for Comprehensive Plan / Zoning Map Amendment

- Text Amendment
- Map Amendment  
(Check all that apply)

*Note: This application is available as a Word document. Include additional information as necessary on additional sheets of paper and attach to this application.*

Name: Mr. Bob Ruby, Granite Holdings, LLC

Address: 901 Metcalf #34, Sedro-Woolley, WA 98284

Phone: 360.708.2369 E-mail: bobruby8@hotmail.com

1. Describe the purpose or goal of the proposed amendment:

It is proposed to re-zone an existing "Mixed Commercial" area to match the surrounding zone of R-5.

2. How will this improve or benefit the City of Sedro-Woolley in the future?

The rezone will closely match the existing surrounding zoning of the area. There is no benefit or disadvantage to the rezone and its affect on the City.

**FOR TEXT AMENDMENTS ONLY:**

1. What section(s) of the Comprehensive Plan will the proposed amendment affect?

\_\_\_\_\_

2. What section(s) of the S-W Municipal Code will the proposed amendment affect?

\_\_\_\_\_

3. List the proposed or amended text:

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**FOR LAND USE MAP AMENDMENTS ONLY:**

1. Name and address of property owner. If applicant is not the owner, attach a signed statement from the legal owner agreeing to this application:

Mr. Bob Ruby, Granite Holdings LLC. 901 Metcald #34, Sedro-Woolley, WA 98284

2. Legal description of property(s):

See attached.

3. Describe the property: size, terrain, and critical areas:

The property is bounded on the west by a critical area (no-name tributary to Brickyard Creek), the south by an existing Cascade Natural Gas easement, the north by Portobellow, and east by Fruitdale Road. There are currently 2 commercial use buildings on the property, utilized by the existing golf course.

4. Current land use designation/zoning: Mixed Commercial

5. Land use designation/zoning for property surrounding the subject property:

North: Residential 5                                  South: Residential 5  
East: Residential 5                                  West: Public

6. Actual use of land on this site and on all the surrounding property: \_\_\_\_\_

The portion to be rezoned is part of the existing golf course (north, south and west). Surrounding the existing golf course is residential uses to the north and south, to the west is residential use and vacant undeveloped land. Public lands lie to the east.

7. Proposed designation: Residential 5

8. Supporting information for your request: \_\_\_\_\_

The overall site is approximately 41.1 acres, this different zoning is only a portion of the overall property, and was required for the current golf course use.

9. If this is a request to include property in the City of Sedro-Woolley UGA, please address how including the property meets the Skagit County population projections for Sedro-Woolley and demonstrate that the increase in developable land meets the goals and policies of both the city's and county's comprehensive plans. A land capacity analysis may be required.
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- Completed SEPA Checklist.
- Names and addresses of property owners and residents within 500' of the subject property. See the attached mailing procedures for instructions.
- Assessor's 18 X 24" section map of property with subject property highlighted. Other maps may be submitted that help support your proposal.

**Process:**

1. Applications will be accepted through **January 17, 2020**.
2. Applications will be reviewed for completeness. Additional information may be necessary to clarify the application.
3. The Planning Commission reviews all applications and decides which ones merit further study. Applicants will be notified of results of this review. Those which will be reviewed further will be required to pay the **application fee of \$500.00**. Applicant will be billed applicable SEPA fees and for public notice costs, which include publication costs.
4. The applicant is required to post a public notice sign on their property for rezone applications. Please see the attached Affidavit of Posting for instructions.
5. A public hearing will be held by the Planning Commission on the proposed amendments.
6. The Planning Commission will forward its recommendations on each application to the City Council.
7. The City Council will review the Planning Commission's recommendation and vote on each application (the Council may have additional public hearings, or hold joint public hearings with Planning Commission)
8. This process may take up to a year, or longer to fully complete.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

1/13/20

## **City of Sedro-Woolley**

### **Notice of Application Period for Comprehensive Plan Amendments**

The City of Sedro-Woolley is accepting applications for Comprehensive Plan amendments through January 17, 2020. Applications received on or before this date will be considered for inclusion on the 2020 Docket. Proposed amendments may be to the City Zoning/Land Use map, the text of the Comprehensive Plan or to development regulations.

Application forms are available at City Hall, 325 Metcalf St., during regular business hours, 8:00 AM to 5:00 PM. For additional information, contact the Planning Director at (360) 855-0771.

Date of notice: November 20, 2019

To be published in the Skagit Valley Herald: December 6, 2019 and January 3, 2020



City of Sedro-Woolley  
Certificate of Ownership

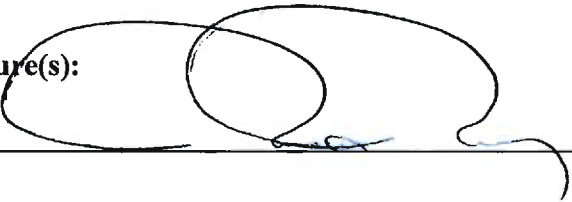
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I, Robert H. Ruby, hereby certify under penalty of perjury, that I am the major property owner or officer of the corporation owning property described in the attached application, that I have familiarized myself with the rules and regulations of Sedro-Woolley with respect to filing this application, and the statements, answers and information submitted presents the arguments on behalf of this application are in all respects true and correct to the best of my knowledge and belief.

Street address: 901 Metcalf St #34

City, State, Zip: Sedro Woolley, WA 98284

Phone: (360) 856-4641

Signature(s):  member

For: Granite Holdings, LLC  
(Corporation or company name, if applicable)

Dated this 13 day of Jan, 2020.

**Area to be rezoned:**

That portion of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 35 North, Range 5 East, W.M., lying Northerly of McGarigle Road, ALSO the Southwest 1/4 of the Northeast 1/4 of Section 18, Township 35 North, Range 5 East, W.M., lying Northerly of McGarigle Road,

ALSO AND TOGETHER WITH that portion of the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 35 North, Range 5 East, W.M., lying Northeasterly of the Westerly line of the Westerly Bonneville Power Easement and lying Southeasterly of the Northerly line of the abandoned Great Northern Railway right of way and lying Southwesterly of the following described line:

Beginning at a point on the East line of said Southeast 1/4 of the Northwest 1/4, said point being 439.24 feet North of the Southeast corner of said Southeast 1/4 of the Northwest 1/4;

thence North 59°10'41" West, 233.0 feet, more or less, to a point on the Northwesterly line of the abandoned Great Northern Railway right of way and the termination point of said line.

EXCEPT therefrom that portion platted as Sauk Mountain View Estates – South, a Planned Residential Development, as recorded under Auditor's File No. 200306090032, records of the Skagit County Auditor's Office, AND EXCEPT that portion platted as Sauk Mountain View Estates – South – APRD – Phase 3 as recorded under Auditor's File No. 200505260107, AND EXCEPT that portion the Southwest 1/4 of the Northeast 1/4 lying Northerly of the Southerly line of Portobello Avenue, AND ALSO EXCEPT the following described tracts:

Tract A:

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 18, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point on the West 20 foot right of way line of Fruitdale Road, 521.62 feet North of the Southeast corner of said Southwest 1/4 of the Northeast 1/4, said point also being the Northeast corner of a tract of land conveyed to Cascade Natural Gas Corporation by Correction Deed dated August 3, 1957, and recorded in Volume 289, page 677, records of Skagit County, Washington;

thence South along said West right of way line of Fruitdale Road 120 feet, more or less, to the Southeast corner of that parcel conveyed by instrument recorded under Auditor's File No. 200212050129, records of Skagit County, Washington;

thence West 70.0 feet; thence North 220.00 feet;

thence East 70 feet to the Northeast corner of a parcel of land conveyed to El Paso National Gas Company by Correction Statutory Warranty Deed recorded August 26, 1965, under Skagit County Auditor's File No. 670920;

thence South along the East line of said parcel 100.0 feet to the true point of beginning.

Tract B:

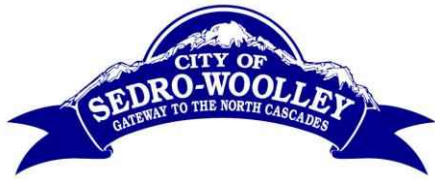
That portion of the Southwest 1/4 of the Northeast 1/4 of Section 18, Township 35 North, Range 5 East, W.M., lying Northwesterly of the following described line:

Beginning at the Southwest corner of Lot 21 within the Plat of Sauk Mountain View Estates-South, a planned residential development, as recorded under Auditor's File No. 200306090032, records of Skagit County Auditor's Office;

thence South 19°36' 17" West, 40.93 feet; thence South 38°43' 1 6" East 58.56 feet; thence South 21°02'28" West, 60.58 feet; thence South 50°02'25" West, 86.57 feet; thence South 31°52'47" West, 31.08 feet; thence South 48°07'50" West, 97.92 feet; thence South 31°49'29" West, 1 13.71 feet, more or less, to a point on the West line of said Southwest 1/4 of the Northeast 1/4 and the termination point of said line.

**Less that area south of the existing 75' Cascade Natural Gas Easement AFN 8211090035, and west of the "No-name" drainage ditch, a tributary to Brickyard Creek, as found and delineated January 2019, totaling 133,099 square feet.**

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.



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

**Exhibit F**  
Bucko Rezone Request

## Application for Comprehensive Plan / Zoning Map Amendment

- Text Amendment
  - Map Amendment
- (Check all that apply)

*Note: This application is available as a Word document. Include additional information as necessary on additional sheets of paper and attach to this application.*

Name: Sarah Bucko/Laura Bucko

Address: 13315 NW Overton St. Portland, OR 97229

Phone: 360-840-2609 / 360-420-1715 E-mail: [sarahbucko12@gmail.com](mailto:sarahbucko12@gmail.com) / [buckolaura@yahoo.com](mailto:buckolaura@yahoo.com)

1. Describe the purpose or goal of the proposed amendment:  
The goal of proposed amendment is to change the zoning of parcel #95618 from mixed commercial to R-15. The purpose of this goal is to add much needed affordable housing solutions to Skagit County and City of Sedro Woolley.
  
2. How will this improve or benefit the City of Sedro-Woolley in the future?  
As commercial units sit empty in the city, rental units are scarce and the lack of availability has driven the price up. The 0% vacancy of rental units in the city and lack of affordability create an extreme hardship for residents of the city.

### FOR TEXT AMENDMENTS ONLY:

1. What section(s) of the Comprehensive Plan will the proposed amendment affect?

N/A

2. What section(s) of the S-W Municipal Code will the proposed amendment affect?

N/A

3. List the proposed or amended text:

N/A

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**FOR LAND USE MAP AMENDMENTS ONLY:**

1. Name and address of property owner. If applicant is not the owner, attach a signed statement from the legal owner agreeing to this application:

Sarah Bucko/Laura Bucko/Bucko Family Trust  
13315 NW Overton St  
Portland, OR 97229

2. Legal description of property(s):

See attached

3. Describe the property: size, terrain, and critical areas:

The two parcels combined are 5.21 acres of flat grass-like pasture. There are no steep slopes on the property, there are no critical areas on the property. There is high ground water on this property.

4. Current land use designation/zoning: Mixed Commercial

5. Land use designation/zoning for property surrounding the subject property:

North: R-7 South: Mixed Commercial

East: R-7 West: Public

6. Actual use of land on this site and on all the surrounding property: \_\_\_\_\_

All residential use to the north, east and south while to the west its current use is public and used by The Sedro Woolley School District. Historically this land has been used primarily as pasture.

7. Proposed designation: Multi-family (R-15)

8. Supporting information for your request: See attached
- 
-

9. If this is a request to include property in the City of Sedro-Woolley UGA, please address how including the property meets the Skagit County population projections for Sedro-Woolley and demonstrate that the increase in developable land meets the goals and policies of both the city's and county's comprehensive plans. A land capacity analysis may be required.

N/A

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- Completed SEPA Checklist.
- Names and addresses of property owners and residents within 500' of the subject property. See the attached mailing procedures for instructions.
- Assessor's 18 X 24" section map of property with subject property highlighted. Other maps may be submitted that help support your proposal.

**Process:**

1. Applications will be accepted through **January 15, 2021**.
2. Applications will be reviewed for completeness. Additional information may be necessary to clarify the application.
3. The Planning Commission reviews all applications and decides which ones merit further study. Applicants will be notified of results of this review. Those which will be reviewed further will be required to pay the **application fee of \$500.00**. Applicant will be billed applicable SEPA fees and for public notice costs, which include publication costs.
4. The applicant is required to post a public notice sign on their property for rezone applications. Please see the attached Affidavit of Posting for instructions.
5. A public hearing will be held by the Planning Commission on the proposed amendments.
6. The Planning Commission will forward its recommendations on each application to the City Council.
7. The City Council will review the Planning Commission's recommendation and vote on each application (the Council may have additional public hearings, or hold joint public hearings with Planning Commission)
8. This process may take up to a year, or longer to fully complete.

*Sarah Bucko*

Applicant

1/8/2021

Date

# **City of Sedro-Woolley**

## **Notice of Application Period for Comprehensive Plan Amendments**

The City of Sedro-Woolley is accepting applications for Comprehensive Plan amendments and rezone requests through January 15, 2021. Applications received on or before this date will be considered for inclusion on the 2021 Docket. Proposed amendments may be to the City Zoning/Land Use map, the text of the Comprehensive Plan or to development regulations.

Application forms are available at in the Planning Department website. For additional information, contact the Planning Department at (360) 855-0771.

Date of notice: September 22, 2020

To be published in the Skagit Valley Herald: December 4, 2020 and January 2, 2021

# City of Sedro-Woolley Certificate of Ownership

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I, \_\_\_\_\_, hereby certify under penalty of perjury, that I am the major property owner or officer of the corporation owning property described in the attached application, that I have familiarized myself with the rules and regulations of Sedro-Woolley with respect to filing this application, and the statements, answers and information submitted presents the arguments on behalf of this application are in all respects true and correct to the best of my knowledge and belief.

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Signature(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For:

\_\_\_\_\_  
(Corporation or company name, if applicable)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

# City of Sedro-Woolley

## Mailing Procedure

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1. Obtain a list of names and addresses of property owners and residents within 500 feet of the edge of the subject property. In determining the outside edge, include all other adjacent property owned by the applicant. The source of the names and addresses must be the Skagit County Assessor's records.
2. Prepare an additional label for residents where the owner's mailing address is outside the notification area (absentee owners).  
*Example: Resident, 123 State St., Sedro-Woolley, WA. 98284.*
3. Prepare 2 sets of postage-paid envelopes with the mailing labels from this list affixed to the envelopes. Include an envelope with the applicant's name and address.
4. Obtain a map showing the subject property and all properties on the mailing list. This is available at the Assessor's office.
5. Fill out and sign the affidavit below.
6. Bring the list, postage-paid, addressed envelopes, map, and affidavit to the city Planning Department.

## AFFIDAVIT OF CORRECT NAMES AND ADDRESSES

I, \_\_\_\_\_, do hereby certify  
**Affiant**

that the attached list of property owners, addresses and parcel numbers for the proposed project, \_\_\_\_\_,

**Name of proposed project**

is a true and correct copy provided for me by the Skagit County Assessor's Office for land within 500 feet of the property lines of P \_\_\_\_\_. (site parcel number)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Print Name: \_\_\_\_\_

Notary for the State of Washington,

Residing at \_\_\_\_\_

My Commission expires: \_\_\_\_\_



City of Sedro-Woolley  
AFFIDAVIT OF POSTING

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*Due to the type of permit that you are applying for, you are required to post a Notice of Land Use Action sign on your property. When your application is complete, you will then receive a letter of complete application in the mail including a deadline for posting the notice on your property. Procedures for posting are listed below:*

I, \_\_\_\_\_ do hereby certify that on this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_, I posted the attached document at

my property located at \_\_\_\_\_,

on a Notice of Land Use Action sign provided to me by the City of Sedro-Woolley.

**Signs which meet posting requirements shall be purchased at the City Planning Department for \$25 each.**

I further understand that I am required to comply with the requirements listed below:

1. Posting of the property for site-specific proposals shall consist of one or more notice boards as follows:

a. One notice board per street frontage shall be placed by the applicant at the midpoint of the street fronting the site or as otherwise directed by the director for maximum visibility, five feet inside the street property line, except when the board is structurally attached to an existing building; provided, that no notice board shall be placed more than five feet from the street without approval of the director, so that the top of the notice board is between five to six feet above grade, and where it is completely visible to pedestrians.

b. Additional notice boards may be required when the site does not abut a public road, a large site abuts more than one public road, or the director determines that additional notice boards are necessary to provide adequate public notice.

c. Notice boards shall be maintained in good condition by the applicant during the notice period, in place at least days prior to the date of any hearing and/or the end of any required comment period, and removed within 15 days after the end of the notice period.

d. Removal of the notice board prior to the end of the notice period shall be cause for discontinuance of the department review until the notice board is replaced and remains in place for the specified time period.

e. An affidavit of posting shall be submitted to the director by the applicant at least 10 days prior to the hearing or final comment date. If an affidavit is not filed as required, any scheduled hearing or date by which the public may comment on the application shall be postponed until there is compliance with the notice requirement.

f. Notice boards shall be constructed and installed in accordance with specifications promulgated by the director.

*Sarah Bucko* .  
Applicant

1/8/2021

\_\_\_\_\_  
Date

# SEPA Checklist

## Comprehensive Plan Amendment

Bucko Family Trust  
13315 NW Overton St  
Portland, OR 97229

The goal of proposed amendment is to change the zoning of parcel #95618 from mixed commercial to R-15. The purpose of this goal is to add much needed affordable housing solutions Skagit County and Sedro Woolley which is grossly necessary. The University Of Washington Center for Real Estate Research estimates the statewide apartment vacancy rate to be 4.3 % in the state with Skagit County having a vacancy rate of 0.0% which is a decline from the already low 0.5% in the same period last year. This puts us at #1 in the state for vacancy rates. With the extreme low inventory of rental units, this has driven the current rental market rate way up, over a 50% increase in the past 5 years. Low vacancy rates and higher prices lead to an increase in homelessness and poverty. Increasing inventory in the City of Sedro Woolley of affordable housing options of rental units will drive down the high cost of the current market due to lack of availability creating a monopoly on the rental market.

### Land Use Amendment:

1. Bucko Family Trust  
13315 NW Overton St  
Portland, OR 97229

2. Parcel: P37256 (4.2800 ac) CU F&A #9 AF#200003140007 2001: N1/2 SE1/4 SE1/4 NE1/4, SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., ALSO S 10FT LESS E 127.6FT T&G E 20FT SW1/4 SE1/4 NE1/4 & W 20FT S1/2 SE1/4 SE1/4 NE1/4

Parcel: P37151 (0.9300 ac) CU F&A #9 [AF#200003140007](#) 2001: TH PTN OF SE1/4 SE1/4 NE1/4 SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DAF BAT NE COR OF SD SUB TH N 89-49-55 W ALG THE N LINE OF SD SUB 127.54FT TO NE COR OF TH PAR DESC IN SWD TO ADOLF BUCKO & MARIA BUCKO AF#863875 TH S 00-31-28 E ALG THE E LINE OF SD BUCKO PAR 317.82FT TO NE COR OF TH PAR DESC IN SWD TO FRED KING & LIZZIE KING AF#366139 TH N 89-48-49 E ALG THE PROLONGATION OF THE N LINE OF SD KING PAR 127.57FT TO E LINE OF SD SUB TH N 00-31-54 W ALG THE E LINE OF SD SUB 317.03FT TO POB

3. The two parcels combined are 5.21 acres of flat grass-like pasture. There are no steep slopes on the property, there are no critical areas on the property. There is high ground water on this property.

4. Current land use designation is Mixed Commercial (MC).

5. Land use designation/zoning for property surrounding the subject property:

North: Residential 7 (R7) South: Mixed Commercial (MC)  
East: Residential 7 (R7) West: Public

6. Actual use of land on the site and surrounding property is all residential to the north, east and south while to the west its current use is public and used by The Sedro Woolley School District.

7. Proposed designation is Multifamily or R-15.

8. The University Of Washington Center for Real Estate Research estimates the statewide apartment vacancy rate to be 4.3 % in the state of Washington with Skagit County having a vacancy rate of 0.0% which is a decline from the already low 0.5% in the same period last year. This puts us at #1 in the state for vacancy rates. With the extreme low inventory of rental units, this has driven the current rental market rate way up, over a 50% increase in the past 5 years. Low vacancy rates and higher prices lead to an increase in homelessness and poverty, with many residences spending far over the recommended income allowance on housing. Increasing inventory in the City of Sedro Woolley of affordable housing options of rental units will drive down the high cost of the current market due to lack of availability which has created a monopoly on the rental market. This development meets many goals in the Growth management Act including:

Goal GMA1: Encourage development in areas where adequate public facilities exist. The ability to address these needs is vital to the social and economic vitality of the community. Shortages in the amount of housing may cause a potential employer not to locate to the community. Shortages of quality, affordable housing causes distress to the individual and ultimately to the community. Explore strategies to promote the development of non-assisted affordable housing in the private sector. Such strategies may include, but are not limited to the following: Rezoning to allow higher densities.

Currently availability of affordable housing to all economic segments of the population of the city is not available. Implementing multifamily into our proposed development which include single residential homes will give access to all populations... a healthy, economically diverse, strong neighborhood. Not only will it provide affordable housing to the community but it will provide a more socioeconomic diverse community and school system with students that live within this residential community comprised of multifamily and single family residential attending school, walking and riding the bus with one another. Research shows that schools and communities with a greater degree of socioeconomic diversity can provide students with a large range of cognitive and social benefits. In 2017 the National Assessment of Educational Progress (NAEP) showed students in integrated schools/communities had higher average test scores, were more likely to enroll in college and were less likely to drop out. It also showed integrated schools helped decrease racial segregation as well and reduced racial achievement gaps. One of the most important benefits in attending a diverse school and living in a diverse community is that it can help reduce racial bias and counter stereotypes, children are at risk of developing stereotypes about racial groups if they lives in and are educated in racially isolated settings. By contrast when school settings include students from multiple racial groups and socioeconomic settings, students

become more comfortable with people of other races, which leads to a dramatic decrease in discriminatory attitudes and prejudice.

The need of affordable housing within a neighborhood does more than create different price points to get into that neighborhood, it creates community. The need for this community is beyond the overwhelming evidence of inventory and current market rates and trends. Beyond the research findings, the increasing polarization of our country is a grim reminder of the importance of exposing children to differences early in life as well as ourselves at all walks of life in order to nurture understanding and empathy—rather than fear and intolerance that grows from separation.

9. N/A

I am opposed to rezoning this property to Residential. I live in Sauk View Estates, my backyard borders the Gateway Golf Course. Up until this summer, when shrubbery in the green belt between my backyard and the golf course has grown too tall, I was able to watch the herons fish in the pond in the morning and the neighbor children fish in the pond in the afternoons.

I have also watched the golf course flood many months out of the year, every year, not just during excessively rainy years. At nighttime, I can hear the pumps trying to get rid of enough of the water, so that golfers can maneuver around what little is left of the course. If this area is developed for residential housing, where will all this water be diverted to? It seems to me this land would best be left as wetlands.

Cheryl Fletcher  
1263 Arrezo Drive

**Exhibit G**

Public Comments - Ruby  
Rezone Request

Mrs. Weir,

Good evening! I received a copy of the Development Application for the golf course at Fruitdale and Portobello. Unfortunately, I will be working on CoVid response the date of the public hearing. I would like to request a record of the meeting, if possible, for the Sauk Mountain View Estates North HOA, and would specifically like to know if these properties will be required to be a part of (one of) the existing HOA's, or if they will become a separate one of their own.

If there is anything I can do to be of assistance, please let me know.

Thank you,  
Doug Hartfield, HOA President  
Sauk Mountain View Estates North HOA.



Sedro-Woolley Planning Commission,

#RZ-2020-012

We live at 1275 Arrezo Dr., above the golf course. From our house, we watch the water rise and fall. Every year without fail large areas flood. On especially wet months, approximately 70% of the property is under water.

No amount of mitigation will be sufficient to allow houses to be safely built there, especially without causing major flooding problems for adjoining properties.

We oppose any development of that property outside of its current use as a golf course (or substantially similar open land use).

Specific to the 3 acre re-zone, its current use (the clubhouse, parking lot, and storage building) seems to fit better with "Mixed Commercial" than "Residential 5". The only purpose of a re-zone is to allow residential house development of the entire property. Though conceivably a small number of houses could be built on that one corner that floods less, it does not make sense for residential development. And since it mainly paves the way for a broader development, we oppose the re-zone.

Matt and Lisa Howry

Fruitdale golf course land use project

Hello, I have watched the golf course flood several times a year for many years. I'm concerned and would be interested to hear where the flood waters will go. It also floods across the street. That land elevation is higher than the golf course. I will be on the zoom call to night.

Thank you for the opportunity to contribute.

Respectfully,

Terri Judd

RE: rezone request #2020-012, ruby

I am writing to request to be included as a party of public records and ask to be kept informed on this rezone request from Mr. Ruby the following are my questions ,comments, concerns and objections to this plan: is the purpose of rezone for housing development? if so ,how can residents be built in a sub flood control zone ? where would the water go that fills that land with water ? as i read the map that land area is under water at least 9 months out of the year, we spend a great deal of time there and have lived next to this golf course for 46 years. the golf course during heavy rain and flood fills brickyard creek until rather than spilling over mcgarigle & fruitdale rd. it flows into the golf course. Many times almost the entire golf course is heavily flooded and the creek comes near to threaten our neighborhoods. The major floods of 1975 & 1990 did bring water into our area. Problems have already existed with with brickyard creek from improper drain-off of Portabello Dr. and Sauk Mtn.view estates. Inadequate storm water drain system has failed to protect creek from storm water run-off and flooding .Prior to Sauk Mtn. housing development Independance Lane had never had flood waters into residents homes, since development they have twice suffered flood waters in their homes. This property is a frequently flooded area . The more houses the greater the risk, so who is responsible for liability if their actions cause flooding of our homes ?The more concrete, the more water. Sub flood control zones are there to prevent this and the planning commission should have a responsibility to protect our property from risks / damages. Who is responsible for protecting our properties /neighborhoods from flash flooding and excessive amounts of water that collect in this area due to development ? Where the water goes is vital to the protection of our property. We have already on many occasions ,notified the city of serious potential of this threat. We are not convinced or trust that this proposal will not have a significant impact on our living environment. Safety concerns of development

on and around the gas lines compromising integrity of pipelines, creating risk of potential pipeline anomalies due to heavy equipment etc. used in land development. Though the risk may not be great ,pipelines do have accidents. We ask for you to consider our objection to this re-zone proposal and deny the request to change re-zone to R-5 ,# 2020-012. Would also like to say to you how very disappointed we are about the very little amount of time you gave notice of this proposal to us. We could list many other concerns we have about development of the golf course property. Wild life habitat, wetlands, creeks and streams. concern that all requirements of setbacks on golf course property will be met. Thank you for consideration of our strong objections to this proposal or any development of the golf course property until the city can assure us that it would not create serious risk to our property. Tell us exactly how you can manage the water that fills the golf course with feet of water at times and where will that water go.

Sincerely , Les , Susie Williams, July 19,2020

To our City officials :

Please submit my letter as a matter of public record regarding the rezone request of Mr. Ruby.

I have many questions and concerns with this proposed rezone of the property and site for the request . First, I find it very discerning that our planning commission and city council would make a ruling on this request at a time when we are not allowed to have in-person public comment periods. Also I have been under the impression that we were to be given 30 day notice rather than the 7- 14 days we have received.

Because they will have a larger impact of water issues due to this request, has the city notified the residents of Independence Lane of this request ? They have already dealt with flooding issues from the first developments on the Golf course and some of them may be new to neighborhood and not know of previous flooding of their homes. The potential for more flooding with this request is real.

As I understand ,there is going to be an 80 unit 55+ development on the vacant land between golf course property and Independence Lane ? Does the city know how many times this land has been filled with water ? At least 2 times that I know of ,I have videos of this and the flooding of Independence Lane. Are we really going to place senior citizens in homes in this area and develop the proposed golf course property?

Will the city request a wetland study ? The site is under water almost year round, if land across Fruitdale Rd. is designated wetlands then surely this site should be ,it has more standing water year round than that land has .In fact this site is the wettest area year round on the entire golf course. Does this poorly drained soil meet hydric soil criteria ? This property may contain wetland that requires protection under the CCAO. A qualified wetland specialist should visit this site to determine the presence ,type ,extent and boundaries of any wetlands.

Easements / Setbacks ?

The property on the golf course is a sub-flood control zone , I have copies of deeds, warranty deeds, easements of the Dike Drainage District #14 of Skagit County and the W.E.R.A. that designates this land as part of the drainage system that binds the lands of the said right of way to them forever. Warranty deed states that no buildings will be constructed on this property with out prior approval of proper Skagit County authorities. Document from Skagit County Planning and Development Services states that building is never allowed in an easement. I have submitted these documents to the city before ,so you should have them all in your records, with maps. Why is the city able to make any rezoning rulings on this land for development of property ? Why would the city planning commission or our city council be allowed to grant the right to build property on this land ? Shouldn't this be a decision of the Dike District and the W.E.R.A. ? Am I not understanding the scope of these warranty deeds ?

I ask that you carefully consider our concerns as they relate to a potential risk to our property rights, protections, the rights of all who live beside and around this property. I feel for Mr. Ruby's predicament, however he must have known all this when he purchased said property along with all of the other setbacks that zigzag all across this land . Thank you for your time and efforts on our behalf.

Please honor my request for notification of any proposed changes to the rezoning or changes to the landscape of this property.

Les and Susie Williams  
9/10/2020

**From:** Paul Cocke <paulcocke@gmail.com>  
**Sent:** Tuesday, October 19, 2021 3:39 PM  
**To:** Nicole McGowan  
**Subject:** Rezone request

**CAUTION:** This email originated from outside of the City of Sedro-Woolley mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To: City of Sedro-Woolley Assistant Planner

Please accept our public comment, below, on the proposed rezone request at the golf course.

We have lived at 975 Wedmore Place, about a block from the golf course, for nearly 20 years. Over the years, we have seen that the golf course regularly floods.

All it takes is a heavy rain to fill Brickyard Creek to the top and, sometimes, over its banks. We are concerned that further development at the golf course will lead to more flooding.

Both Caulkin and Wedmore streets are lower in elevation than the golf course. Will those streets and yards of homes – which now are at risk of flooding - be regularly flooded by runoff from this project?

Thank you,

Paul and Diane Cocke  
975 Wedmore Place  
Sedro-Woolley, Wa 98284

**From:** Paul Cocke <paulcocke@gmail.com>  
**Sent:** Tuesday, November 16, 2021 1:08 PM  
**To:** Nicole McGowan  
**Subject:** Fwd:

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** This email originated from outside of the City of Sedro-Woolley mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nicole,

Here are some photos to go with the public comment on the three-acre rezone proposed at the golf course.

I apologize for sending these separately. I will be sending more photos.

Thanks,

Paul Cocke

----- Forwarded message -----

**From:** Diane Cocke <[dijoyale@hotmail.com](mailto:dijoyale@hotmail.com)>  
**Date:** Mon, Nov 15, 2021 at 6:25 PM  
**Subject:**  
**To:** [paulcocke@gmail.com](mailto:paulcocke@gmail.com) <[paulcocke@gmail.com](mailto:paulcocke@gmail.com)>

































NO  
PARKING



Wedmore Pl

**From:** Matt and Lisa Howry <mattandlisahowry@gmail.com>  
**Sent:** Tuesday, November 16, 2021 4:04 PM  
**To:** Nicole McGowan  
**Subject:** Rezone Request #2020-012  
**Attachments:** 2021-11-16.jpg

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I have attached a picture showing the current water level, as taken from the second floor of my house at 1275 Arrezo. Where is all of that water going to go?

No amount of mitigation will be sufficient to allow houses to be safely built there, especially without causing major flooding problems for adjoining properties.

We oppose any development of that property outside of its current use as a golf course (or substantially similar open land use).

Admittedly, this year is a much worse year for flooding than most years. But in the 10 years we have lived here, it has flooded similarly at least twice (2013 being the other). And every winter the water spills beyond the banks of the pond, covering a good chunk of the golf course, often for months at a time.

I have submitted before pictures from 2011, 2013, 2020, and February 2021, all showing winter water levels. I can send them again if helpful.

Matt and Lisa Howry





**From:** mtmcgoffin@gmail.com  
**Sent:** Wednesday, October 13, 2021 12:30 PM  
**To:** Nicole McGowan  
**Subject:** Bucko Rezone request

**Exhibit H**  
Public Comments - Bucko  
Rezone Request

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** This email originated from outside of the City of Sedro-Woolley mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,  
We received the notice today. This is a reasonable request. It makes sense to access this residential area from a main arterial like the Cook Road. Its unfortunate the access road couldn't line up with the driveway to Food Pavilion and make a 4 way intersection. The more it can connect with existing roads the better!  
Good luck and thanks for your work to help the applicants find a solution.  
Mary and Kevin Mcgoffin



## **BYK Construction, Inc.**

**Main Office: 702A Metcalf Street, Sedro Woolley, WA 98284**

To Sedro-Woolley Planning Commission,

This letter is in response to the Planning Department memo on the Bucko Rezone from Mixed Commercial to R-15.

The selection to rezone to R-15 is to help fill the housing gap that currently exists widespread throughout our County. We currently are at a .2% vacancy rate for housing which is detrimental to affordability as well as the obvious availability of homes.

The R-15 zone is a zone that allows commercial buildings to be built but also allows the type of housing zone that would create specific middle style of housing options that are missing and more affordable- duplexes, triplexes, townhomes, garden style apartments. These type of housing styles are more affordable than a single family home but also allow for residents to not live in a small apartment with growing families, pets, or multigenerational families. This type of housing is not being built as much as it should be partly because there is not a lot of land available to build it on.

When I review the land available today in Sedro-Woolley for a developer to build this type of housing, there is a significant lack of availability. There are currently only three vacant parcels in the City of Sedro-Woolley that are R-15 and none of them are for sale. There is a .17 acre parcel with a single family home off of Curtis Street for sale. That is it. That is undevelopable and will always be that a SFR.

The majority of the R-15 zone land has single family residential homes or current multifamily structures already built on them. That means that the City of Sedro-Woolley currently has three parcels where it plans to allow development of the most needed style of housing without a PRD process in R-5/R-7 or it being developed in the UVMU or CBD zones. The R-15 zone specifically states it will not be designated to any new land due to the UVMU and CBD zones. The UVMU does not allow multifamily units unless it is part of a mixed use commercial design, and the CBD requires the multifamily to be a part of a mixed use project, or up to 4 units with out. The CBD should not allow any multifamily units to be built without a mixed use. It is a downtown core area that should have the most commerce available. The UVMU is too valuable building high density projects and commercial projects, duplexes, triplexes and townhomes should be reduced in this area. The more I investigate this issue, coincidentally the way the zones are working, there will be a severe lack any middle housing

constructed that does not have a mixed use. This is a major problem in my professional opinion and will assist in creating a lack of availability in middle housing options that are not apartments in Sedro-Woolley which so many residents need.

Lastly, the R-15 zone is not a spot zone. The R-15 zone can be used as a transition zone from commercial zones to single family zones. Single Family zones do not mix well with Commercial zones. We are experiencing this right now in which a mixed commercial zone project has a 16' tall wall directly in the back yard of our Single family homes back yard. It is fully with in code for the adjacent property owner, but 20' off the fence line of our homes is a 16' tall of metal siding building blocking all the surrounding views for our Buyers. Our Presale Buyers were disappointed and upset to say the least.

Transitional zoning is incredibly important for both Commercial and Residential uses.

Please take consideration of this Rezone as it is very important. Dive into the details and consider what we currently need as far as housing in our County. If you have any questions or would like to discuss this, please contact me below.

Be Blessed,



Paul Woodmansee 11.16.2021

360-755-3101

paul@bykconstruction.com



# CITY OF SEDRO-WOOLLEY

## Proposed Zoning Map and Zoning Code Amendments

### Comments? Questions? Suggestions?

Please let us know how you feel about the proposed changes. The City strives to make changes that best serve the whole community. The goal of this rezone is to assure that future development in the City meets the goals of its residents. Your input will help shape the future of Sedro-Woolley!

- Are the proposed changes to the Zoning Map appropriate
- Are there areas where zoning *should not* be changed?
- Are there areas where zoning *does* need to be changed?
- Are the proposed changes to the Industrial zone and Central Business District appropriate?
- Any other comments?

MR BUCKO WOULD LIKE TO CONVERT HIS PROPERTY SOUTH OF BRICKYARD CREEK TO COMMERCIAL ZONE. ROAD COULD BE BUILT BETWEEN F&S AND COOK RD.

RECEIVED

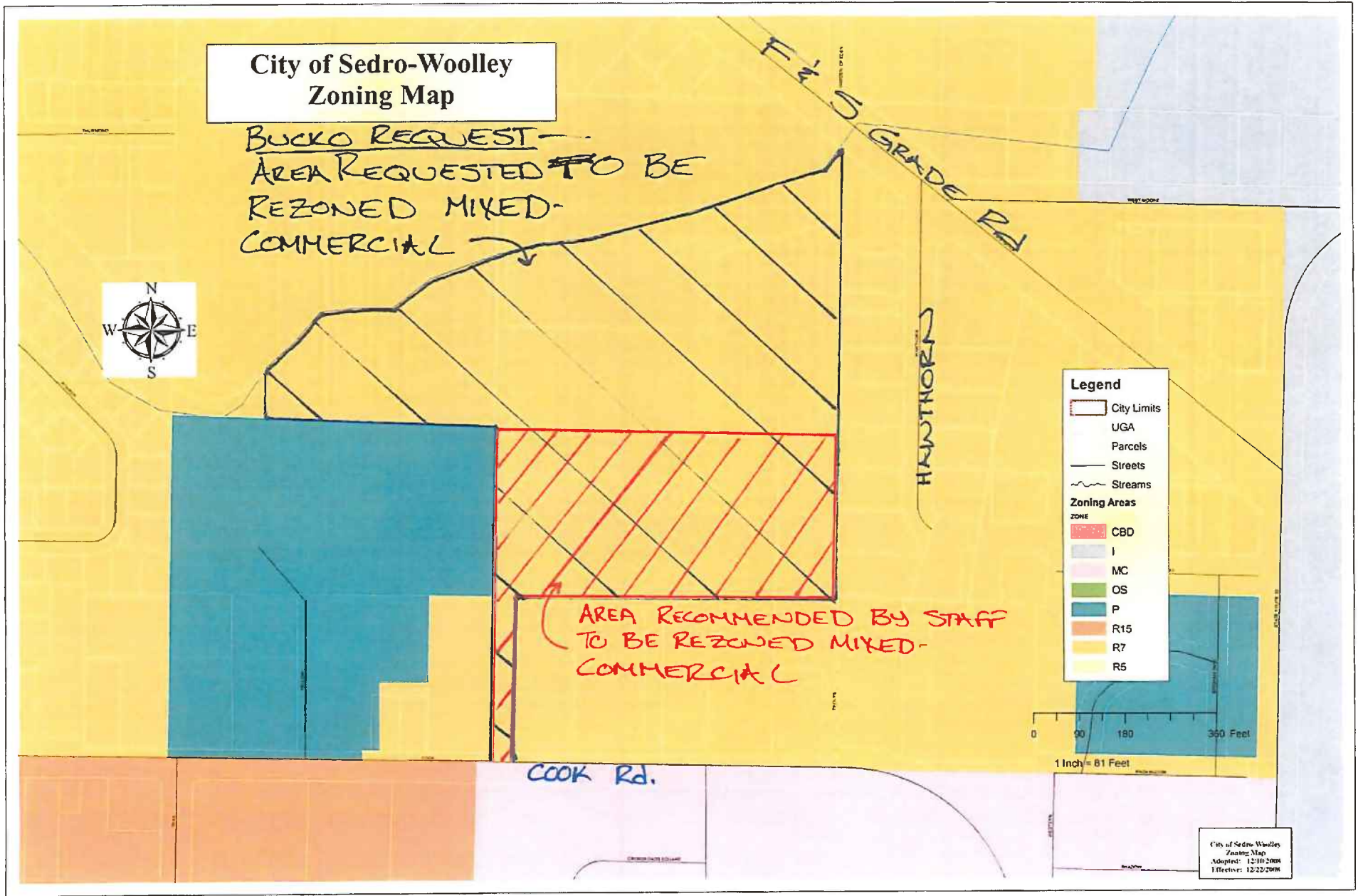
SEP - 8 2009

CPA-4-09

CITY OF SEDRO-WOOLLEY  
PLANNING & PERMIT CENTER

**Thank You for your input!**

**Sedro-Woolley Planning Department**  
 325 Metcalf Street  
 phone: (360) 855-0771 fax: (360)855-0733  
 Jack R. Moore, Planning Director  
 John Coleman, Senior Planner



# Exhibit J

## Bucko Reply to Staff Report

Application # RZ 2021-038 Bucko Rezone – a request to change zoning of two Assessor’s parcels – P37256 and P37151 – from Mixed Commercial to R-15. The two parcels total approximately 5.21 acres. The application form states “the goal of the proposed amendment is to change the zoning of parcel #95618 from mixed commercial to R-15.” The application materials are erroneous – parcel P95618 is a 0.32 acre lot in Mount Vernon. The property requested to be rezoned are parcels P37256 and P37151, which are located just north of Cook Road, west of Edward R Morrow Road. The land only has 40-feet of frontage on Cook Road via a panhandle. The shape and location of the property can be seen in Figures 1 and 4. Access to the vacant property is from Cook Road.

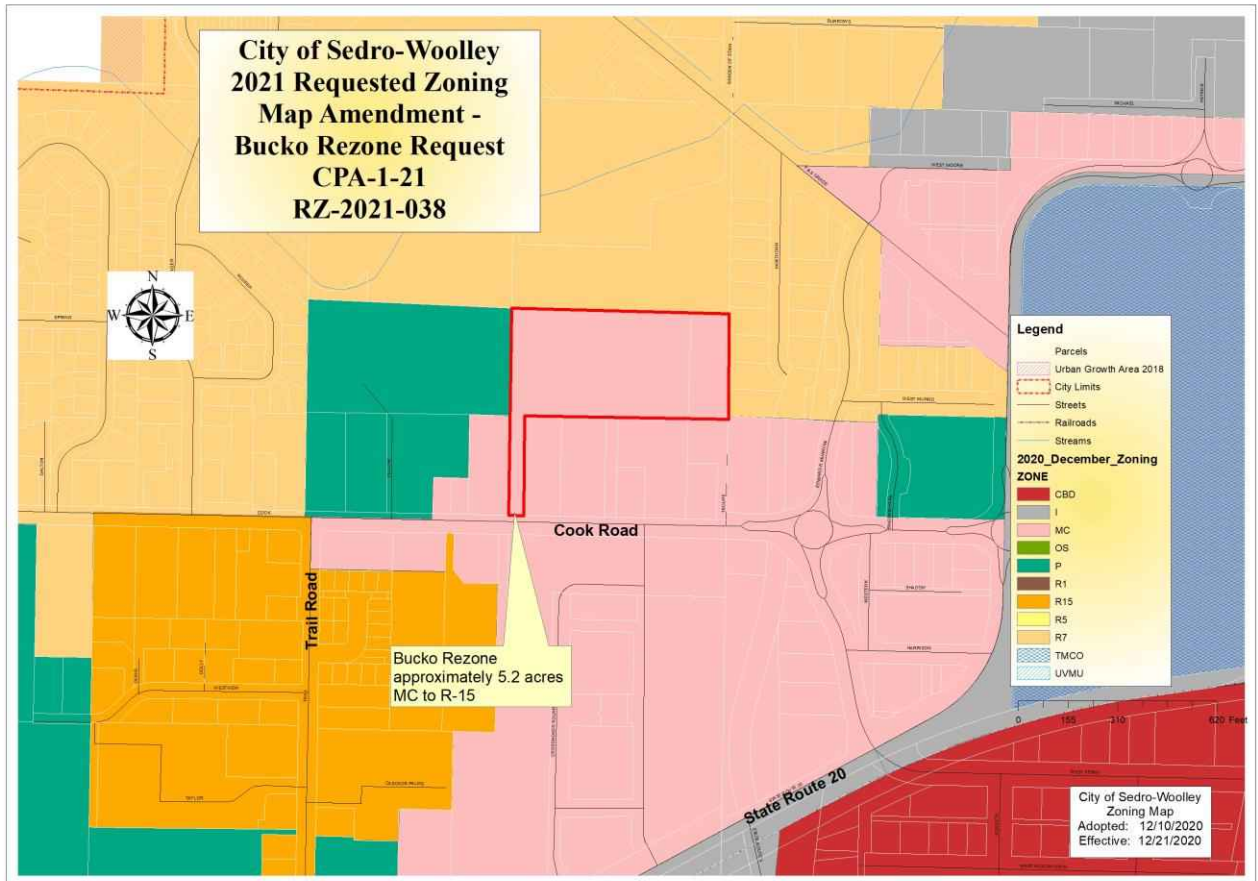


Figure 4 – Zoning map of Bucko Rezone property – Parcels P37256 and P37151

Figure 4 shows the property, its zoning designation and the zoning designations of the surrounding area. The Bucko rezone application (Exhibit F) was received and determined to be complete on January 25, 2021. A SEPA Checklist was submitted with the application materials; a SEPA determination using that document will be issued by the Planning Department for the entire 2021 Docket.

The applicants/owners, Sarah and Laura Bucko, wrote in the applicant that their goal is to change the zoning from MC to R-15 and: “The purpose of this goal is to add much needed affordable housing solutions to Skagit County and the City of Sedro Woolley.” The rezone application and extended answers to the application questions are included in Exhibit F.

Thank you for the opportunity to present to you. We wanted to say that we are coming at this request with a lot of thought and purpose and with pure intentions that we believe this zoning change is the highest and best use for the surrounding properties as well as the City of Sedro-Woolley. The purpose of this goal is to add much needed affordable housing solutions to Skagit County and the City of Sedro-Woolley. It is also our purpose to provide a desirable transition from our single family project to the North and the Mixed Commercial parcels to the South that border Cook Road. We believe that the R-15 zone could provide a desirable transition for not only our single family to the North but also to the Mixed commercial to the South. We have attached a rendering below to illustrate how this transition looks. Although the Mixed Commercial zone would potentially be more lucrative to us, we want to be proud of our project and to ultimately have happy single family buyers in our project. We are requesting the R-15 zone because we believe it is the right thing to do for the community. Planning has offered its support to us to receive a UVMU overlay zone on this property, in our Developer's Agreement, which ultimately would give us more density, more units and be more lucrative. However, we believe that R15 would be a better transition.





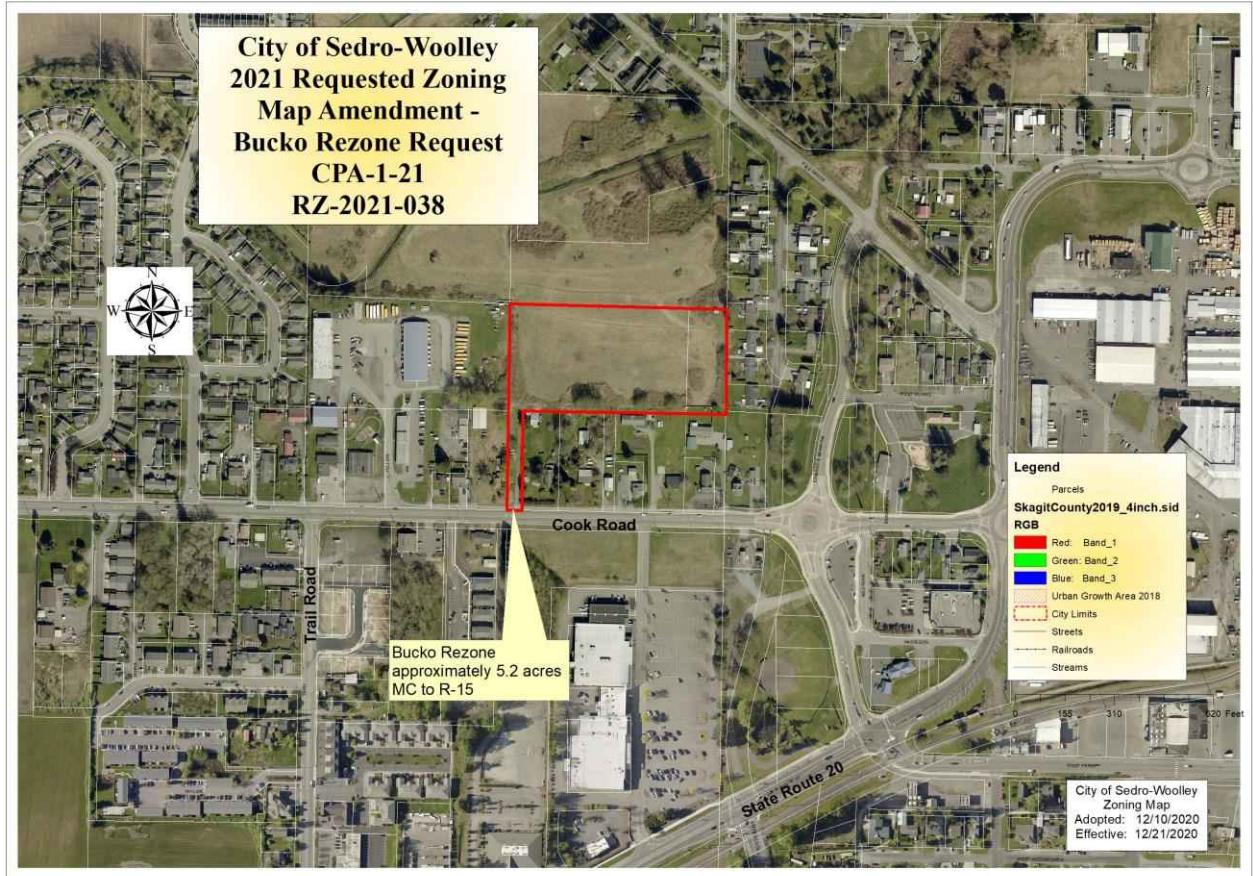


Figure 5 – Bucko Rezone area – Aerial photo

The property to the west of the rezone area is owned by the Sedro-Woolley School District and zoned Public. The School District property is used as the bus staging area. See the aerial map in Figure 5.

As shown in Figure 4, the property to the south of the rezone area is zoned Mixed Commercial. In 2009, the City performed a city-wide rezoning effort. As part of that effort, the city solicited zoning requests. The previous owner of the property (Adolf Bucko) requested that the zoning of his land south of the creek (which includes parcels P37256 and P37151) be changed to Mixed Commercial. The written request from September 8, 2009 – along with a map from the October 20, 2009 city-wide rezone staff report that illustrates the rezone request – is included as Exhibit I. Mr. Bucko also made a similar rezone request as part of the 2007 Comprehensive Plan update cycle. That request was not approved by council in 2007. The second request (2009) was reviewed as part of the aforementioned area-wide rezone action in 2009 and parcels P37256 and P37151 were designated as Mixed Commercial.

response

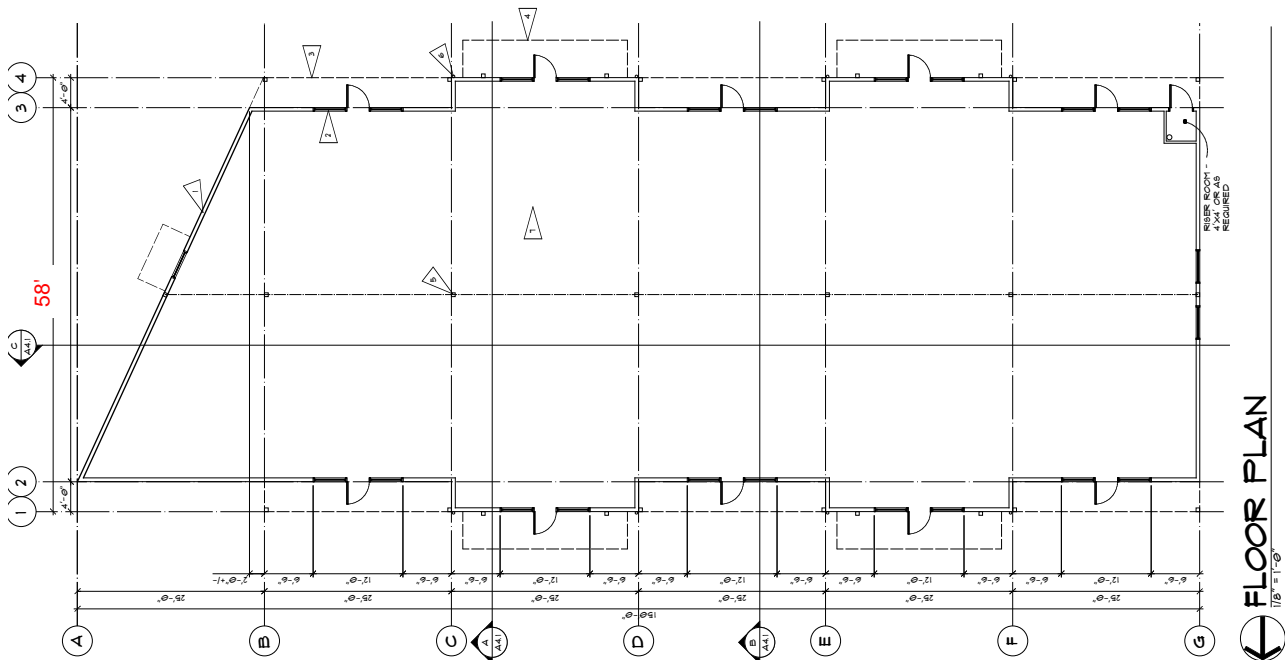
**At the time of the rezone the previous owner had a buyer for the property if the property were to be changed to Mixed Commercial. We just want to note that we are not the previous owner.**

planning

Because the properties to the south (that front directly on Cook Road) are not very deep, adding parcels P37256 and P37151 to the MC zone allows for a 9.5 acre development, instead of just a shallow (the front properties are only 300' deep), 4.5 acre development. In an effort to create an area large enough for a large commercial development, parcels P37256 and P37151 were included in the Mixed Commercial zone. The property is designated as Farm and Agriculture land under RCW 84.34.02(2) for taxation purposes (Skagit County AF# 200003140007).

response

**We believe that 300' in depth is a good depth for commercial storefront buildings. Commercial storefront buildings are traditionally 50'-60' in depth which would leave approximately 240' for parking and landscaping. This is more than enough room to accommodate a Commercial storefront building which would be most appropriate at this location. See the examples of Commercial storefront buildings below.**



planning

The requested zoning is Residential-15, which allows 15 residential units per acre (see Exhibit C). R-15 properties are typically developed with apartments; however, houses on small lots are also allowed in the R-15. The properties north and east of the rezone area are zoned R-7. Sarah and Laura Bucko also own the property to the north of these parcels. The Buckos have an active 64 lot (68 unit) subdivision application on the 19.6 acres of property to the north. The new subdivision includes access to Cook Road via the western portion of the land subject to the rezone request – including the panhandle that extends to Cook Road. The subdivision request is being processed by the Planning Department and the likely layout will be similar to the image in Figure 6. The Bucko Rezone area is highlighted in yellow on Figure 6 to demonstrate the proximity of the proposed subdivision and the location of the proposed road that will connect to Cook Road.

The new road on the west side of the rezone area will be an arterial street that will eventually connect to F&S Grade Road at the end of the new North Trail Road. Because the new road will be an arterial street, it will convey regional traffic as part of the Jones Road-John Liner Road-Trail Road arterial corridor improvements that the Public Works Department has been constructing in segments over the past several years. Arterials carry larger amounts of traffic than local access streets. The new arterial will give good access to parcels in the rezone area. Those parcels currently do not have good access to major roads, but the pending project will change that situation.

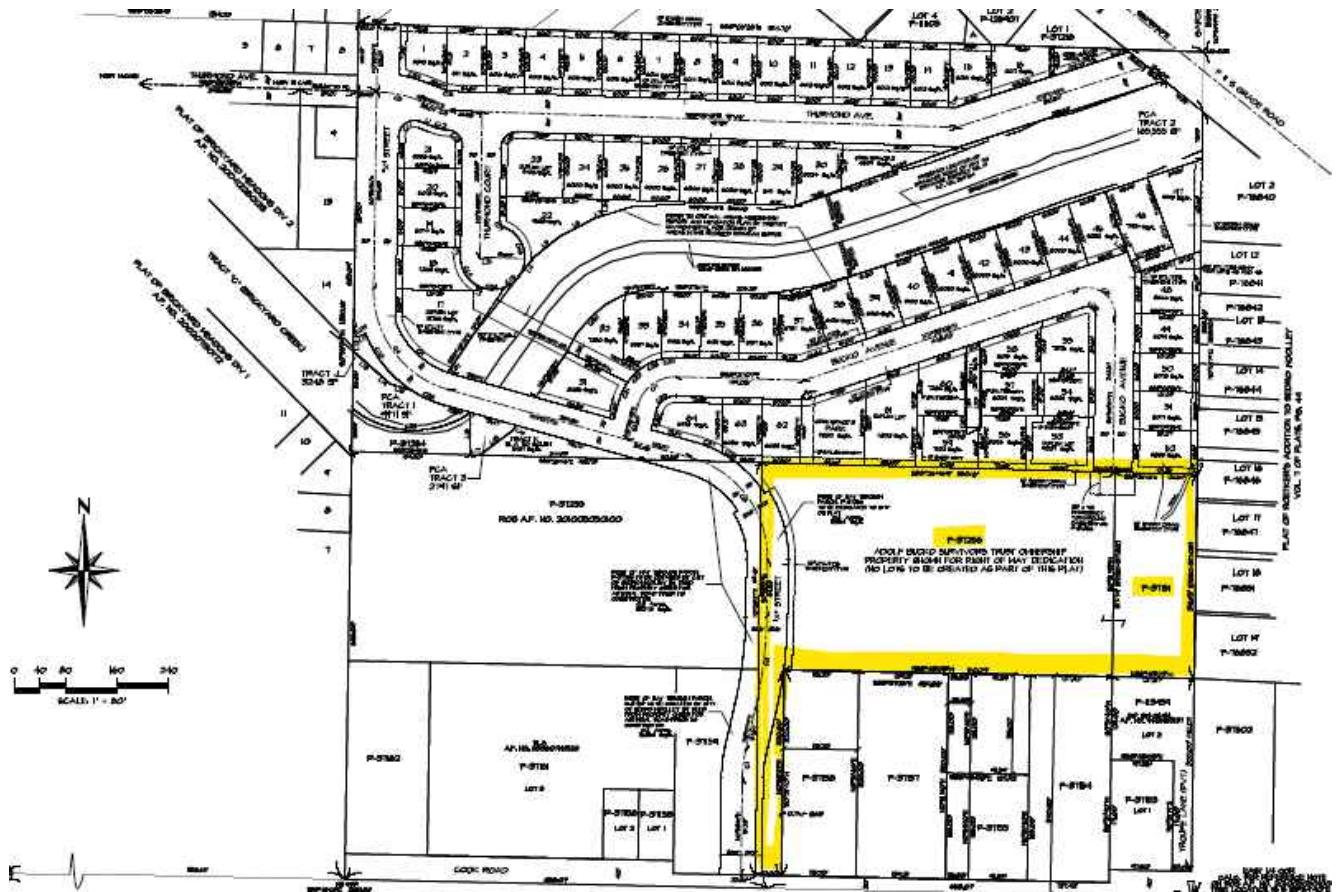


Figure 6 – Propose plat on property north of the Bucko Rezone. Note that the road serving the proposed subdivision occupies a portion of the western part of the land in the Bucko Rezone

response

**We have been working very hard with the City of Sedro-Woolley to get this project approved and the new arterial along with it. The new arterial road will be a great asset to the City and helping relieve traffic stress on some of the roads in the City. Although our project will most likely be built, the new arterial road only gets built if we build our project. The new arterial doesn't change our perspective that this is not a good location for commercial use. We believe that it will be a detriment to our current single family project and not provide a desirable transition from commercial use to residential use. This new arterial will be used by local traffic mostly and will be primarily used to come and go to their homes. If this property stays mixed commercial and doesn't get approved rezone to R15 (which we are requesting) or a UVMU overlay (which we aren't requesting at this time), the property will sit vacant for years to come and not be developed just like a majority of the Mixed Commercial Property in the City of Sedro-Woolley.**

planning

In their application materials, the Buckos argue that there is a shortage of housing in the Skagit Valley. This is true, however, there is not a shortage of land in Sedro-Woolley designated for residential uses. The Land Use Element identifies that there are 82 acres of R-15 zoned properties in the city. Roughly 15 of the 82 acres of R-15 properties are undeveloped and several more are underdeveloped. In addition, there are hundreds of undeveloped acres of Residential-5 and Residential-7 properties that are available to accommodate the projected housing needs of the city. Moreover, residential units are allowed in the Mixed Commercial zone if commercial/office space is provided on the lower floor. The Comprehensive Plan goals and policies support commercial/office uses; eliminating land from the Mixed Commercial zone is contrary to the goals and policies of the Comprehensive Plan. It is imperative that the city provide commercial/retail land so the city's residents do not need to drive to neighboring cities for goods and services. The more commercial/retail development that happens in the city, the less dependent the city residents are on regional roads to other cities. Because of the importance of providing commercial/retail opportunities in Sedro-Woolley, the city has even allowed residential uses above commercial/retail uses in the Mixed Commercial as an incentive to encourage commercial/retail development. Eight units of residential are allowed above the first story of all commercial buildings in the Mixed Commercial zone (SWMC 17.20.010A(2)).

Response

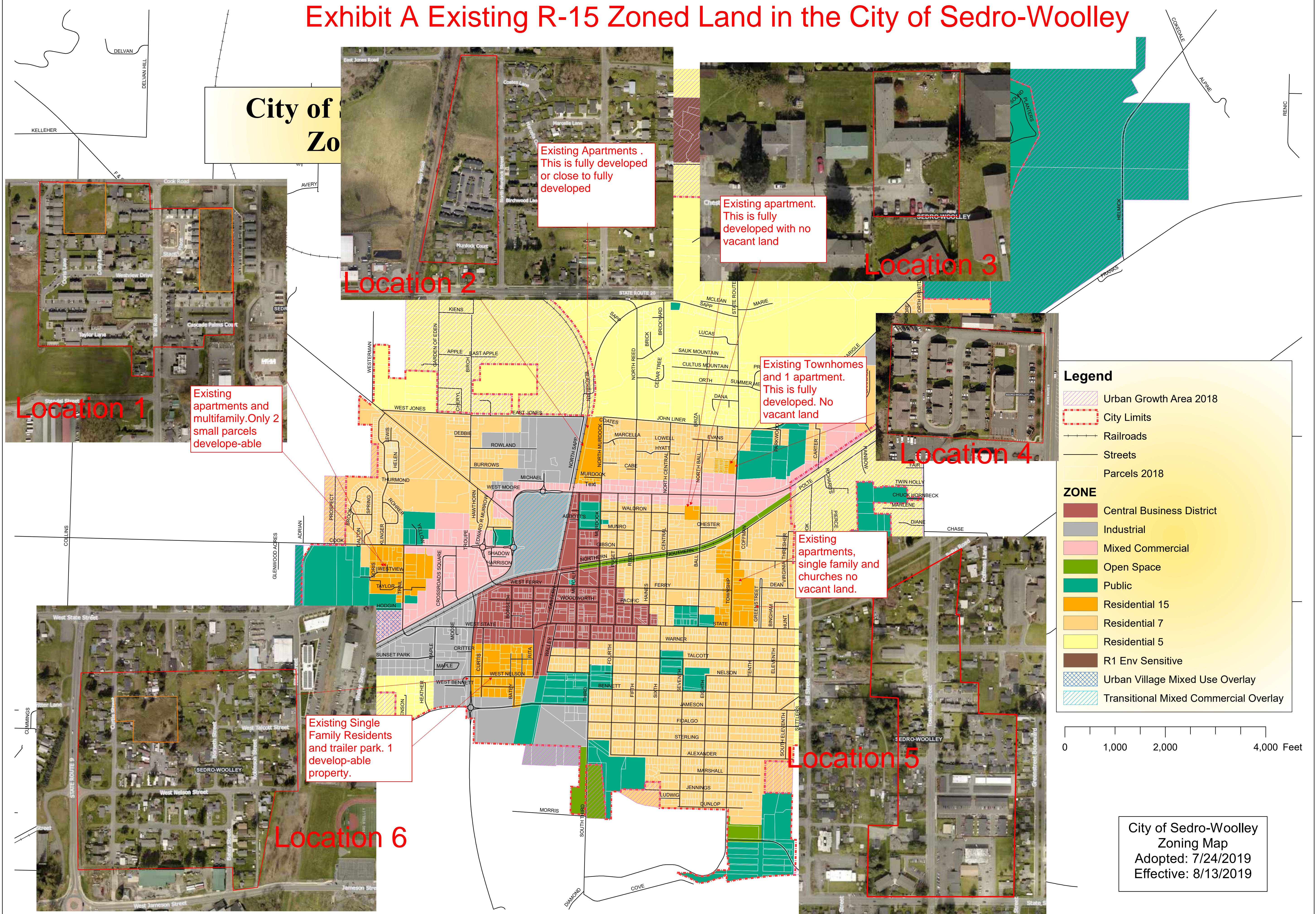
**We have looked into current R15 zones and put together Exhibit A to show the current state of the developed conditions of the R15 zone. In doing so we have found that the likely hood of any substantial development in the R15 zones is very small. While there are currently 82 acres of R15 zoned land in the City of Sedro-Woolley, there are currently only 3 undeveloped vacant pieces of property. The first property is located off of cook road and is comprised of two parcels for a total of 1.63 acres with a max unit density of 24 units. The second piece is located off cook road behind Northwest Physical Therapy and is a total of 1.88 acres with a max unit density of 28 units. The third piece is located off of Curtis Street and is a total of 1.67 acres with a max unit density of 25 units. All the other land in the R15 zone is either already developed with multifamily or has existing single family residences, existing trailer parks, or existing churches. It is highly unlikely that any of these properties will be developed due to the existing uses and the value of the existing structures. The cost to acquire these properties and redevelop them is not financially feasible and will not take place. This leaves us with 3 feasible properties for development that consist of 5.18 acres out of the 82 acres, or 6.3% of the R15 zoned land for a total max unit density unit count of 77 units. This unit count doesn't account for the difficulties of actually achieving the max density, which is very difficult to achieve, with the current code of a max of 12 units per building and requiring a substantial recreational park for the projects.**

**Losing 5.2 acres of mixed commercial property, that will not be developed due to the restrictions in the current code will not have an impact on the City's commercial opportunities in our opinion. This is 1.9% of the mixed commercial zoned land in the City. The mixed commercial code says when it is adjacent to residential it should be scaled down. See section of the code below**

17.20.005 Intent.

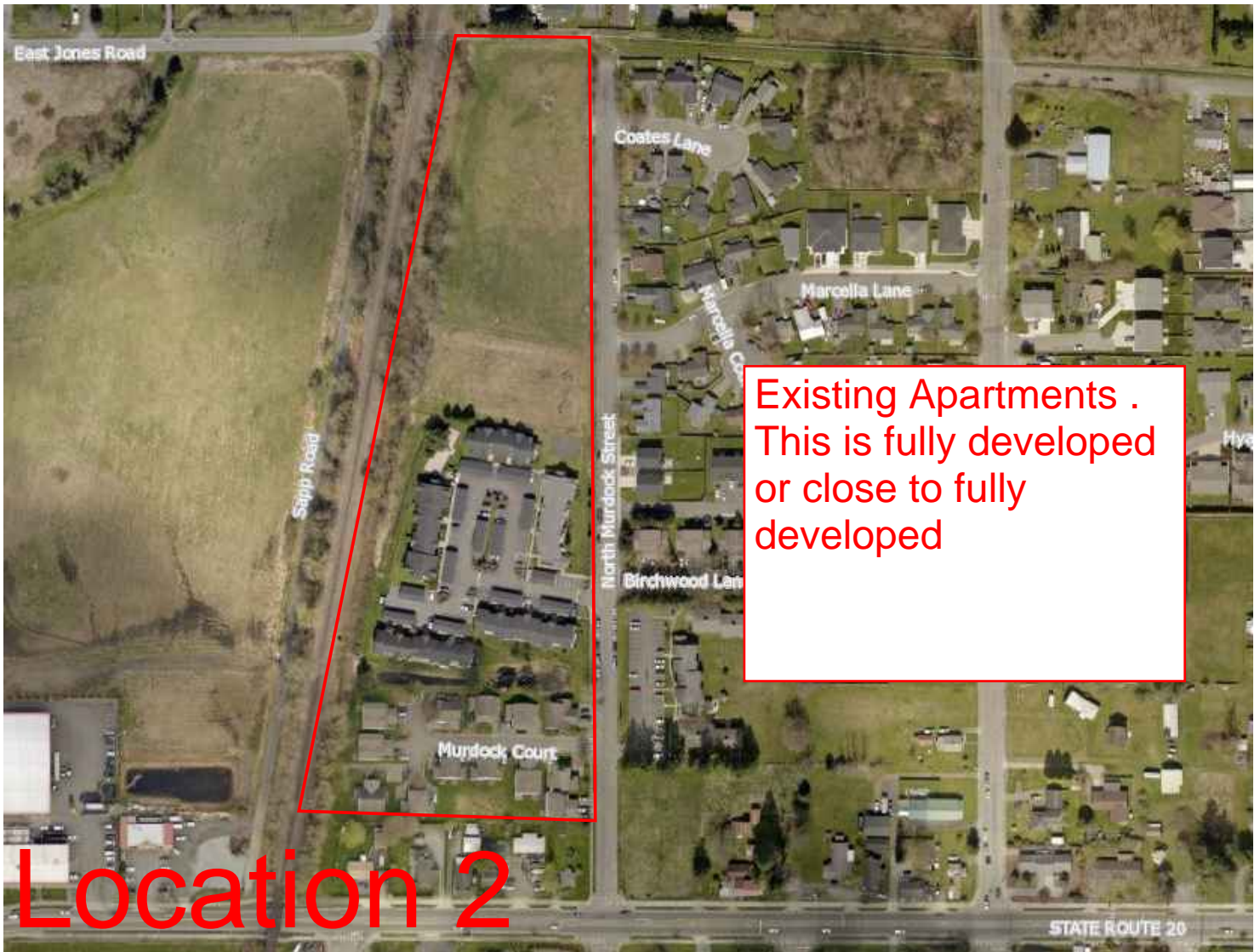
The intent of this zone is to encourage a compatible mix of commercial and residential development. Standards are intended to present an attractive and welcoming appearance to visitors at the entrances to the city and at selected nodes along major roads; manage traffic impacts; encourage more non-motorized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

# Exhibit A Existing R-15 Zoned Land in the City of Sedro-Woolley





**Location 1** is located off of Cook Road and Trail Road. This location has 2 pieces of land that are vacant and actually developable. The first piece is comprised of 2 parcels owned by the same person and is 1.63 acres in size. The max units based on density would be 24 units. Although it is rare on a site like this to actually meet the max density, we will use the max 24 units to calculate our actual developable units in Sedro-Woolley. The second piece of land is 1 parcel and is 1.88 acres in size. The max unit count using 15 units per acre would be 28. Again it is very rare to achieve the max allowed units due to the max number of units per building allowed in the code as well as the park requirement in the code.



**Location 2** is located off of North Murdock Street just off of Hwy 20. This location has the railroad to the West of it and is owned by the Upper Indian Tribe. This location has some open space that could be developed but it is highly unlikely it gets developed





**Location 3** is located off of Chester Ave. it is also owned by the Upper Indian Tribe and is fully developed. It will likely never be redeveloped as it is already a cash flowing asset.



Existing Townhomes  
and 1 apartment.  
This is fully  
developed. No  
vacant land

## Location 4

**Location 4** is located off of hwy 9 across the street from Cascade Middle School. The property is fully developed and has a 12 unit apartment owned by the Upper Indian Tribe with townhomes behind the 12 unit apartment that are individually owned. This property is fully developed and there is no vacant land.

Existing apartments, single family and churches no vacant land.

# Location 5



**Location 5** is located off of Township and State Street. This property is mixed in it's use with a couple of different churches taking up most the land. There are some existing apartments and existing single family residences mixed in this. There is no vacant land and any further multifamily of any substance is highly unlikely as the cost to acquire any of this land with the existing structures would be too costly to purchase and redevelop

Existing Single Family Residents and trailer park. 1 develop-able property.

1.67 acres  
max 25 units



Location 6

**Location 6** is located hwy 9 and utilizes multiple local streets for access. There is one vacant piece of land that is develop-able. It is 1.67 acres with a max unit of 15 units per acre of 25 units. Again it is difficult to reach max units on a parcel like this. The other properties in this zone are existing single family residences along with a trailer park. These remaining properties are highly unlikely to be developed due to the cost of acquiring the land with the existing structures and the existing trailer park.

The Land Use Element of the Comprehensive Plan also identifies that there are 267 acres of Mixed Commercial Land in the city. In 2016, when the city performed its periodic Comprehensive Plan update, the amount of commercial and residential growth was estimated for a 20 year horizon – out to 2036. Based on the County’s adopted projections, Sedro-Woolley’s urban growth area was carefully sized to accommodate the projected growth. That analysis resulted in the precise amount of Mixed Commercial Land necessary to accommodate the projected commercial growth. It also resulted in the necessary amount of land to accommodate the projected residential growth. Losing 5.21 acres of prime commercial land along the Cook Road and Trail Road arterial routes will have impacts on the city’s ability to accommodate future retail and commercial growth.

response

**As noted above removing this 5.2 acres of land only is removing 1.9% of the currently zoned Mixed Commercial land in the City of Sedro-Woolley. There is a lot of Existing commercial space vacant and for lease in the City of Sedro-Woolley. There are 2 UVMU projects being built and permitted that will result in more than 20,000 sf of new commercial. There is 267 acres of mixed commercial land in the City of Sedro-Woolley. We are not suffering a commercial property or commercial space available in the City. We are suffering a housing crisis in Skagit County and the City of Sedro-Woolley. Skagit County is #1 in the state of Washington for the lack of vacancies for housing. This is causing a huge affordability crisis. As many of you know rents are historically high and there is an extreme affordability issues. According to the US Dept of Housing and Urban Development, 2 out of 5 households in Skagit County cannot afford the home they occupy. The 2019 census showed that the median household income in Sedro-Woolley is 60k. Which would mean affordable rent could be \$1500 per month at 30% of income. We all know rents are well above \$1500 per month and the only way to get the monthly rents lower is to increase housing supply. We are suffering housing crisis and need to prioritize housing over commercial. Giving a 5 acre piece of land an R15 zone will help with this housing crisis.**

Similarly, adding 5.21 acres of R-15 would also skew the balance of necessary residential land. 5.2 acres can accommodate 78 additional units. The Washington State Office of Financial Management (OFM) 2021 population data estimates that there are 2.61 persons per unit in Sedro-Woolley. At the average of 2.61 persons per unit, that is an additional 203 residents more than the city’s projected 20 population projection.

**As demonstrated above, with our current R15 zones and how they are developed and the lack of developable property that is vacant in the R15 zone adding these 78 units would be crucial to add to the R15 zone as the zone will only supply around 77 units this far. Adding the these units will not add to the overall unit count that was calculated prior due to the fact, that the R15 zoned currently will not add its full potential units that were accounted for. Although the land would sit vacant if this zoning change wasn’t approved, the current mixed commercial code allows for residential over commercial so hypothetically we could add close to this many units with the current mixed commercial code.**

In 2015, as part of the city's 2016 Comprehensive Plan update, the city hired the economic and development consulting firm, E.D. Hovee & Company LLC (EDH) to prepare a buildable land and land capacity analysis report to determine how much land is necessary in the city's UGA to accommodate 20 years of growth (between 2016 and 2036). The report's methodology did not allocate population to the Mixed Commercial zone because little to no residential development had occurred in the MC zone in the past. Thus, it is not accurate to say that replacing Mixed Commercial land with R-15 land will result in the same amount of residential population allocation. The city's residential population is allocated to the Mixed Commercial zone.

reponse

**The mixed commercial zone allows for residential housing above commercial. The property in R15 doesn't add much more, if any, units above the mixed commercial zoning. The rezone is a request to remove the commercial component of this parcel.**

Any new residentially zoned land, such as the 5.21 acres of proposed R-15 zoning, is more residential zoning than the city can justify. The additional housing that the Mixed Commercial zone allows for provides more residential land beyond what was already appropriately allocated to accommodate for the 20-year growth projection. The Mixed Commercial zone already acts as a relief valve for any residential development needs beyond what the residential zones already provide. The city's population growth is not outpacing the planned growth in the Comprehensive Plan. There is no justification in the land capacity analysis to increase the amount of R-15 zoned land. The city will be performing another land capacity analysis as part of a required Growth Management Act Comprehensive Plan update that is set to be completed in June of 2025. At that time the city will also be reviewing its urban growth area boundaries and zoning polies to assure the city can meet the projected growth from 2025 to 2045.

response

**We respectively Disagree, to say there is no justification to increase the amount of multi-family zoning is simply untrue. We believe there is enough justification to support the zoning change. Skagit County is #1 in the state for lack of vacancy which drives rents up and afford-ability down. The current R15 zoning and the properties that are in this zone are not going to solve this problem. Properties like this property that are less than desirable locations for commercial businesses are crucial to helping the affordability crises in Skagit County. This along with Transition from commercial to residential properties shows enough justification in our opinions to support the rezone.**

As illustrated in Figure 4, none of the properties adjacent to the rezone request area are zoned R-15. The proposed 5.21 acres of R-15 zoning is very different than the surrounding land uses and zoning designations. Changing the zoning of these properties as proposed appears to meet the thresholds of spot zoning, which is not permitted in Washington State.

According to Planners Web, “spot zoning is the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners. When considering spot zoning, courts will generally determine whether the zoning relates to the compatibility of the zoning of surrounding uses. Other factors may include; the characteristics of the land, the size of the parcel, and the degree of the “public benefit.” Perhaps the most important criteria in determining spot zoning is the extent to which the disputed zoning is consistent with the municipality’s comprehensive plan” (from Planners Web on 10-12-21, <https://plannersweb.com/2013/11/understanding-spot-zoning-2/>).

response

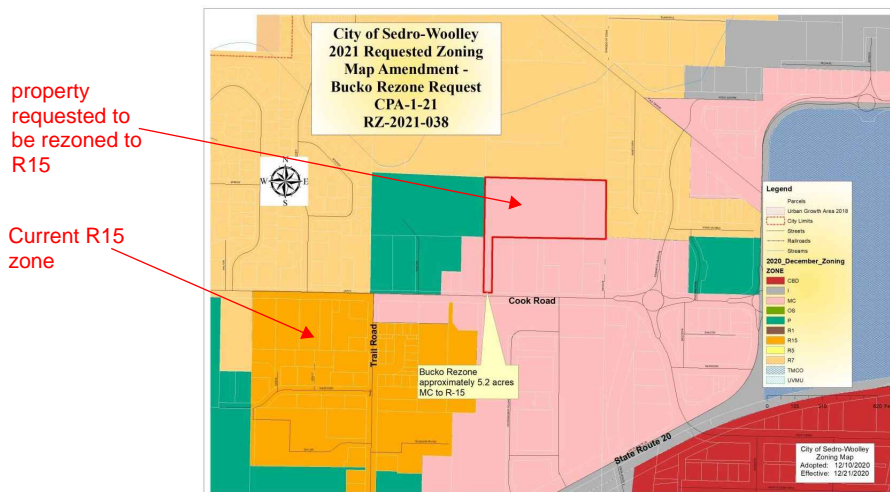
The "classic" definition of spot zoning is "the process of singling out a small parcel of land for a use classification totally different from that of the surrounding areas for the benefit of the owner of such property and to the detriment of the other owners"

**Above is the definition that is on the link in the paragraph above that planning provided additionally here is another paragraph from this article (shown below)**

"Additionally, improper spot zoning is less likely when the disputed area is characterized by mixed uses or transitional areas. In other words, spot zoning is more frequently found in residential than in commercial neighborhoods."

**This article supports our opinion that this is not spot zoning and this is appropriate zoning change request. We are wanting to use the R15 zoning to have a transitional zone from residential to commercial neighborhoods.**

**The actual property is actually very close in proximity to the current Location 1 property found in Exhibit A. We believe this also debunks the spot zoning because it is in the surrounding areas of other properties currently zoned R15. This by definition is not spot zoning. see below map showing the surrounding area zoning and how close it is to other R15 zones.**



### *Consistency with Existing Comprehensive Plan*

Staff has reviewed the application materials for rezone request RZ 2021-038, reviewed the site conditions and reviewed the request for consistency with the Sedro-Woolley Comprehensive Plan. The applicant wrote in the application that the proposal meets GMA Goal 1 to Encourage development in areas where adequate public facilities exist. This goal will also be achieved if the property remains Mixed Commercial. The applicant did not address any Sedro-Woolley goals and policies. The following Land Use Element Goals and Policies support the proposed rezone request.

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

*The public review process required per Chapter 2.90 SWMC for Comprehensive Plan updates, along with the public notification process that was required for this application, encourages community involvement and participation. On October 7, 2021, notice of the October 19 public hearing and Notice of Land Use Application were mailed to all residents within 500 feet and owners of property within 500 feet of the subject parcels (P37256 & P37151). Said notices were also posted along Cook Road on October 6, 2021. On November 5, 2021, notice of the November 16 public hearing (Exhibit D) was mailed to all residents within 500 feet and owners of property within 500 feet of the subject parcels (P37256 & P37151). Said notices were also posted along Cook Road on November 5, 2021. Community involvement and participation is encouraged as part of the review for this specific application and the Comprehensive Plan update process. There are no additional public comment periods scheduled for this proposal after the November 16, 2021 public hearing.*

Conclusions: Staff finds that the vacant property is not adjacent to any other R-15 properties, however it is adjacent to other Mixed Commercial properties and will have frontage on an arterial street, thus the property is valuable as commercial property. Staff also finds that the property is intended to accommodate future commercial/retail growth in the city limits. Eliminating the Mixed Commercial designation has negative effects on the city's required commercial land inventory and increases the dependency of the city's residents on commercial development in nearby cities. Such dependency also increases regional traffic congestion.

Staff finds that the Bucko family requested that the property be designated as Mixed Commercial in 2009 and the property was designated Mixed Commercial. The city's commercial land inventory depends on this property to provide the city's projected commercial growth.



Staff further finds that there is an adequate amount of developable R-5, R-7 and R-15 land in the city to accommodate the city's 20 population projection. Adding more R-15 land and eliminating Mixed Commercial land will skew the balance of necessary residential and commercial land in the city urban growth area. The proposed rezone from Mixed Commercial to R-15 is not consistent with the city's Comprehensive Plan.

The written public comment period is advertised to close at 4:30 PM on November 16, 2021 and the public hearing at the November 16 Planning Commission meeting. One public comment (Exhibit H) was received ahead of the October 19 hearing, no additional written comments have been received as of November 12, 2021. The Planning Commission may make a recommendation after deliberating on the information received during the public comment period.

### **EXHIBITS**

- A. Residential 5 (R-5) zoning regulations
- B. Mixed Commercial (MC) zoning regulations
- C. Residential 15 (R-15) zoning regulations
- D. Notice of Public Hearing Published in the Skagit Valley Herald November 5, 2021
- E. RZ-2020-012 Ruby Application form
- F. RZ-2021-038 Bucko Application form
- G. RZ-2020-012 Public comments received prior to November 12, 2021
- H. RZ-2021-038 Public comments received prior to November 12, 2021
- I. Written rezone request from September 8, 2009 – along with a map from the October 20, 2009 city-wide rezone staff report that illustrates the rezone request

### **RECOMMENDATIONS**

1. Make a motion to recommend that council deny rezone request #RZ-2020-012, a request to rezone approximately three acres of land from Mixed Commercial to Residential 5.
2. Make a motion to recommend that council deny rezone request #RZ-2021-038, a request to rezone approximately 5.21 acres of land from Mixed Commercial to Residential 15.

In closing , we would like to thank you for your time and hearing us out as to why we think the R15 zone is a more appropriate zone for this property. As stated previously, we are in a housing crisis and need more housing. We also believe that using the R15 zone to transition from single family residential properties is the most desirable way to transition. Per code in order to achieve 78 units, the units will be spread out among 6-8 buildings this will be the most attractive way to transition. We believe adding 78 units of multifamily to the City of Sedro-Woolley is not significant and will not impact the growth calculations that are a part of the City growth plan. We also believe that removing 5 acres of mixed commercial land will not negatively impact the City's capacity to support local businesses and the local population. Ultimately it is up to you the planning commission to decide whether or not to bring this to City Council for approval or not. The bottom line is what is more important to the City. Well thought out and desirable transitions from residential properties to commercial properties or keeping 5 acres of commercial land because it is commercial land. We respectfully request that this zoning changed be recommended and approved by the planning commission and sent to the City Council for final approval.

**CITY OF SEDRO-WOOLLEY**  
**SEPA Notice of Threshold Determination**  
**Determination of Non-significance (DNS)**

**Project Description:** 2021 amendments to the City of Sedro-Woolley Comprehensive Plan, including two rezone requests that affect the Comprehensive Land-Use map and Zoning map.

**Proponent:** City of Sedro-Woolley Planning Department

**Location of Project, Including Street Address, if any:** This is a non-project action.

**Lead Agency, City of Sedro-Woolley:** The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist for each of the proposals and other information on file with the lead agency. Staff has prepared a consolidated SEPA Checklist so the cumulative effects of the docketed proposals can be reviewed and considered. In support of this environmental determination the City adopts the existing Final Environmental Impact Statement prepared June 1994 and Supplemental Environmental Impact Statement prepared February 1998, both prepared for the adoption of the City of Sedro-Woolley Comprehensive Plan and Development Regulations. This information is available to the public on request.

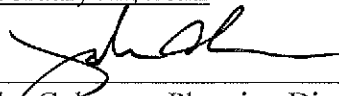
This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date of issue. Comments must be submitted by March 8, 2022. Per SWMC 2.88.170, you may appeal this threshold determination in writing to the City of Sedro-Woolley Planning Department no later than March 22, 2022. Written appeals must be submitted to the Sedro-Woolley Planning Department, 325 Metcalf Street, Sedro-Woolley, Washington, 98284. Contact the Planning Director at (306) 855-0771 or electronically at [jcoleman@sedro-woolley.gov](mailto:jcoleman@sedro-woolley.gov) to read or ask about the procedures for SEPA appeals.

**Responsible SEPA Official:** Planning Director – City of Sedro-Woolley

**Contact Person:** John Coleman, Planning Director

**Address:** 325 Metcalf Street, Sedro-Woolley, WA 98284

**Date of Issue:** February 22, 2022

**Signature:**   
\_\_\_\_\_  
John Coleman, Planning Director

**Ordinance No. 2005-22**

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON ADOPTING AMENDMENTS TO THE ZONING MAP AS REVIEWED AS PART OF THE 2021 COMPREHENSIVE PLAN DOCKET.**

**WHEREAS**, applications for amendments to the Sedro-Woolley Comprehensive Plan were received by the published deadline of January 15, 2021; 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 work session(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 various dates; 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 February 22, 2022, 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 2021 Docket, the Planning Commission reviewed proposed updates to the Zoning Map and Comprehensive Land Use Map and made a recommendations to deny the requested changes to the Comprehensive Plan Map and Zoning Map;

**WHEREAS**, the City Council made separate findings from the Planning Commission that support the proposed updates to the Comprehensive Plan and Zoning Map; and

**WHEREAS**, in compliance with RCW36.70A.115, the City finds that the zoning changes and corresponding Comprehensive Land Use Map amendments provide sufficient land capacity for future development; and

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES ORDAIN AS FOLLOWS:**

**Section 1.** The City Council hereby adopts by reference the Planning Commission's *Findings of Fact, Conclusions and Recommendations* - which were certified by the Planning Commission Chair on March 7, 2022 - as the City Council's *Findings of Fact* but modifies those findings with additional City Council findings in support of the proposed zoning request(s).

**Section 2.** The Sedro-Woolley Zoning Map is hereby amended as set forth in the attached Exhibit A.

**Section 3.** This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

**Section 4.** 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 \_\_\_\_\_<sup>th</sup> day of March, 2022, and signed in authentication of its passage this \_\_\_\_\_<sup>th</sup> day of March, 2022.

By: \_\_\_\_\_  
JULIA JOHNSON, Mayor

Attest: \_\_\_\_\_  
DEBBIE BURTON, Finance Director

Approved as to form:

\_\_\_\_\_  
NIKKI THOMPSON, City Attorney

Published: \_\_\_\_\_

# Exhibit A

To Ordinance No. \_\_\_\_\_-20

Amended Zoning Map showing adopted zoning changes

**Ordinance No. 2004-22**

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN TO REVISE AND INCORPORATE UPDATED INFORMATION AS REVIEWED AS PART OF THE 2021 COMPREHENSIVE PLAN DOCKET.**

**WHEREAS**, applications for amendments to the Sedro-Woolley Comprehensive Plan were received by the published deadline of January 15, 2021; 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 work session(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 various dates; 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 February 22, 2022, 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 20201 Docket, the Planning Commission reviewed the proposed updates Comprehensive Land Use Map (rezone requests) as contained in this ordinance and made recommendations to deny the requested changes to the Comprehensive Plan;

**WHEREAS**, the Planning Commission held four public hearings on the proposed updates to the Comprehensive Plan and zoning map; and

**WHEREAS**, the City Council made separate findings from the Planning Commission that support the proposed updates to the Comprehensive Plan and Zoning Map; and

**WHEREAS**, in compliance with RCW36.70A.115, the City finds that the zoning changes and corresponding Comprehensive Land Use map amendments provide sufficient land capacity for future development; and

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES ORDAIN AS FOLLOWS:**

**Section 1.** The City Council hereby adopts by reference the Planning Commission's *Findings of Fact, Conclusions and Recommendations* - which were certified by the Planning Commission Chair on March 7, 2022 - as the City Council's *Findings of Fact* but modifies those findings with additional City Council findings in support of the proposed zoning request(s).

**Section 2.** The *Comprehensive Plan Map* in Appendix A to the Sedro-Woolley Comprehensive Plan is hereby amended as set forth in the attached Exhibit B.

**Section 3.** This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

**Section 4.** 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 \_\_\_\_\_<sup>th</sup> day of March, 2022, and signed in authentication of its passage this \_\_\_\_\_<sup>th</sup> day of March, 2022.

By: \_\_\_\_\_  
JULIA JOHNSON, Mayor

Attest: \_\_\_\_\_  
DEBBIE BURTON, Finance Director

Approved as to form:

\_\_\_\_\_  
NIKKI THOMPSON, City Attorney

Published: \_\_\_\_\_



# Exhibit A

To Ordinance No. \_\_\_\_\_-22

Comprehensive Land Use Map showing adopted changes



Agenda  
Item No. \_\_\_\_\_  
Date: March 23, 2022  
Subject: Building Permit and Planning Permit  
Review Status

**FROM:**

John Coleman, AICP, Planning Director

**RECOMMENDED ACTION:**

Review only

**ISSUE:**

This status sheet shows the active Building and Planning permits. This information is being provided for your review and no action is required

**BACKGROUND/SUMMARY INFORMATION:**

**FISCAL IMPACT, IF APPROPRIATE:**

N/A

**ATTACHMENTS:**

1. Land Use Permit Tracking Data
2. Building Permit Tracking Data

**APPLIED PLANNING/ ENGINEERING PERMITS**

**X = COMPLETE      R = REVISIONS RECEIVED      W = WAITING FOR RESPONSE      NO ENTRY = INTIAL REVIEW NOT COMPLETE      WR = Wating for Comment period to end**

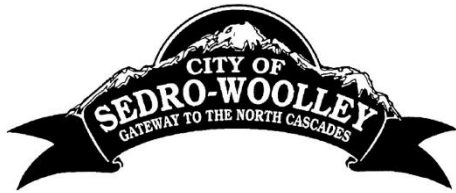
APPL. RECEIVED	APPL. COMPLETE	PERMIT #	NAME	ADDRESS/ PARCEL #	REVIEW		COMMENTS
					PLNG	ENGR	
6/8/2017	6/12/2017	2017-181	Josh Anderson	564 Cook and 530 Cook BLA	W	X	BLA Paid 6-12-17. sent review letter 6-16-17.
8/21/2018	9/25/2018	2018-232	Scott Wammack of Grandview North LLC	929 Alderwood Lane	W		Short plat application for 2 lots, 2 units. Preliminary short plat approval issued 1-25-19. New materials received 11-23-21. Planning comments sent 1-20-22. Shared maintenance agreement received 2-22-22, reviewed and ready for recording.
2/14/2019		2019-042	Double Barrel BBQ-Jim Lee	108 West Moore St	W	NA	Waiver. PAID. Sent review letter 3-15-19. Needs a site plan
7/1/2019	7/11/2019	2019-183	AA Spruce Investments LLC	201 Garden of Eden Rd	X	X	Short plat application for 4 Lots, 6 units. Preliminary short plat approval issued 1/22/21. Approval expires 1/21/24. Applicant may submit civil plans and building permits. Waiting for applicant to complete site work and request final plat approval.
10/10/2019	10/15/2019	2019-370	BYK Construction	100 State Street	W	NA	BLA, Sent Review Letter 1/2/20. Planning comment letter sent 7/29/20
10/11/2019	3/12/2020	2019-375	RJ Group	N. Township to Portobello Avenue	W	W	201- lot PRD located between Portobello Ave and N Township St. SEPA MDNS with comment period issued 5/18/20, comment period over 6/1/20, new materials requested 6/30/20, materials received 8/5/20. Third Party wetland review report received 9/10/20, Planning comments (including report) sent 9/15/20. Waiting on revisions from applicant.
4/9/2020	4/21/2020	2020-096	Lindlboom Construction	709 W Jones Rd	X	X	Short Plat application for a 4 lot, 6 unit subdivision. Two lots are duplex lots. Preliminary plat approval issued 11-30-21. Approval expires 11-29-24. Applicant may submit civil plans and building permits. Waiting for applicant to complete site work and request final plat approval.
12/11/2020		2020-352	Ginger Pennington	1402 Third St.	X	X	Conditional Use Permit for a multi-family development in the industrial zone. Notice of Decision (approved with conditions) issued 12-28-21. Applicant may submit civil plans and building permits. Approval expires 12-27-26. Waiting for applicant to complete site work and request final plat approval.

2/10/2021		ADU-2021-078	Christina and Derek Schmidt	826 Jameson Street	W	NA	ADU Application. Converting existing garage into an ADU. Application fees paid. Planning review letter sent 4/2/21.
2/4/2021	2/22/2021	2021-067	Sarah Bucko	F&S Grade Road through to Cook Road	W	W	Long plat application for 65 new residential lots. DA final approved 1-12-22. HEX recommended approval with conditions 2-4-22. Council Approved Preliminary Plat 2-23-22. Waiting for applicant to submit civil plans.
3/10/2022	4/26/2021	2021-113	BYK Construction	820 Trail Rd.	W/R		Exc & Gd for new mixed use building with commercial below and 67 res units above. MDNS issued 2-11-22. Email confirmation of NPDES construction stormwater application 2-17-22.
3/4/2021	4/30/2021	2021-109	Bob Ruby	1288 N. Fruitdale Road	W	W	Long plat and PRD application for a 95 lot PRD at golf course. Letter of complete app sent 4/30/21. Third party wetland review required significant wetland study to be done. Awaiting applicant's revised wetland study.
5/5/2021	5/5/2021	2021-194	Jack Moore	402 Burrows Lane	W	NA	BLA - Planning comments requesting revisions sent 5/5/21. Comment 1 redacted - no record of survey required. Revised materials received 1/12/22. Planning comments sent 2-15-22.
7/9/2021	7/9/2021	2021-303	Renee Strouf (Davis)	735 Jameson Street	W	NA	Boundary line adjustment. Sent review comments via email 7-23-21 JC.
1/19/2022	1/24/2022	2022-016	Monte Petersen	528 F & S Grade Rd.			Short Plat Application. Letter of complete app sent 1-24-22. NOA mailed 2-11-22. Comment period ended 3-3-22.
2/3/2022	2/11/2022	2022-030	Stakkeland	863 Cook Road	W/R		Fill and grade with SEPA. Letter of complete app sent 2-11-22. NOA and SEPA comment period mailed 2-17-22. Comment period ends 3-10-22.
2/14/2022		2022-058	Sedro Woolley Corner LLC	1102 State Route 20	R		Fill and Grade permit for site Improvements to construct 3 unit commercial building. SEPA review with this permit.
2/22/2022	2/23/2022	2022-065	Gary Roberts	901 N Fruitdale Road	W/R		Conditional use permit to convert existing garage into an ADU. Letter of completeness and NOA sent 2-23-22. Comment period ends 3-21-22.

## APPLIED BUILDING PERMITS

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

APPL. DATE	PERMIT #	NAME	ADDRESS	BLDG	REVIEW		COMMENTS	house sign ordered
					PLNG	ENGR		
			PARCEL #					
1/28/2021	2021-062	BYK Construction	820 Trail Road	X	X		New Mixed Use Bldng. Submitted new drawings 7/19/21. 6" parapets ok per John. SEPA comment period ends 2-25-22.	x
3/19/2021	2021-124	BYK Construction	100 State Street	W	W		Mixed use above existing grocery store - waiting for applicant to submit add'l info	
2/14/2022	2022-056	Chris Schaffner	339 Ferry Street	W	X	NA	Remodel existing bank building into Pharmacy and Coffee Shop	
2/16/2022	2022-059	Sedro Woolley Corner LLC	1102 State Route 20				New Commercial Building "Shell Only"	x
2/24/2022	2022-066	Town & Country	918 Fidalgo Avenue	X	X		New Garage. Approved 3-11-22.	
2/25/2022	2022-071	Joshua Top	807 Waldron Street	X			New single family residence	x

Mark A. Freiberger, PE  
Director of Public Works

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MEMO TO: City Council and Mayor Julia Johnson  
FROM: Mark A. Freiberger, PE  
RE: **Public Works Director Signing Authority Record**  
DATE: March 15, 2022 (for Council review March 23, 2022)

Here's an informal report on documents signed under my Public Works Director Authority as authorized under Ordinance No. 1947-19 since our last update on February 9, 2022.

- January 27, 2022, **Faber Construction Corporation**
  - Professional Services Agreement No. 2021-PW-02; Change Order 1  
PCO# 1 issued for \$5,890.94; Primary Trenching & Site Work
- January 27, 2022, **Faber Construction Corporation**
  - Professional Services Agreement No. 2021-PW-02; Change Order 3  
PCO# 3 issued for \$0; 2 Additional Works Days due to Regional Flood Delay
- January 31, 2022, **Faber Construction Corporation**
  - Professional Services Agreement No. 2021-PW-02; Change Order 4  
PCO# 4 issued for \$1,558.68; Structural Category II vs. III
- January 27, 2022, **Faber Construction Corporation**
  - Professional Services Agreement No. 2021-PW-02; Change Order 6  
PCO# 6 issued for \$1,511.51; Unforeseen Concrete
- February 7, 2022, **Semrau Engineering & Surveying PLLC**
  - Professional Services Agreement No. 2018-PS-30; Supplement No. 2
  - Supplement No. 2 issued for \$12,700; NTE \$20,000
- February 9, 2022, **Faber Construction Corporation**
  - Professional Services Agreement No. 2021-PW-02; Change Order 7
  - PCO# 7 issued for \$0; 7 days work days added due to weather
- February 9, 2022 **Faber Construction Corporation**
  - Professional Services Agreement No. 2021-PW-02; Change Order 10
  - PCO# 10 issued for \$15,848.44; AR-3 Added Gas Lines
- February 10, 2022 **VWR, Part of Avantor**
  - Purchase Order No. 2022-PO-02
  - WWTP Storage Cabinets
  - NTE \$14,557.91
- February 22, 2022 **P & P Excavating LLC**
  - Public Works Agreement No. 2022-PW-04; Change Order No. 1
  - Adding quantities to agreement; Net change \$8,000.50
  - Adjusted Agreement NTE \$31,350.50

- February 28, 2022 **Pye Barker Fire & Safety LLC**
  - Public Works Agreement No. 2022-PW-13
  - 2022-23 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection
  - NTE \$15,000.00
  
- February 23, 2022 **Generator Services Northwest LLC**
  - Public Works Agreement No. 2022-PW-09
  - 2022 Backup Generator Maintenance and Unit Priced Services
  - NTE \$25,000.00
  
- March 3, 2022 **Bonner Electrical Contracting LLC**
  - Public Works Agreement No. 2022-PW-07
  - 2022 Electrical Unit Priced Contract Services
  - NTE \$25,000.00
  
- March 3, 2022 **Pdblowers Inc.**
  - Purchase Order No. 2022-PO-06
  - WWTP Blower
  - NTE \$9,458.39
  
- March 7, 2022 **EcoAnalysts Inc.**
  - Professional Services Agreement No. 2022-PS-14
  - NPDES Permit #WA0023752 Compliance for WET Testing
  - NTE \$14,784.00
  
- March 9, 2022 **Deere & Company**
  - Purchase Order No. 2022-PO-07
  - John Deere Gator for Cemetery
  - NTE \$7,891.53
  
- March 9, 2022 **Deere & Company**
  - Purchase Order No. 2022-PO-08
  - John Deere Gator for Parks
  - NTE \$20,408.87
  
- March 11, 2022 **Blythe Mechanical Inc.**
  - Public Works Agreement No. 2022-PW-10
  - 2022 Annual Plumbing Unit Priced Contract Services
  - NTE \$25,000.00