



REGULAR MEETING AGENDA SEQUIM CITY COUNCIL

Sequim Civic Center
152 West Cedar Street

Sequim, WA

October 10, 2016

5:00 PM

Times are approximate and subject to change. All agenda items including public hearings may be addressed at any time once the meeting begins.

WORK SESSION

Tour Gerhardt Park – Meet at Civic Center and leave at 5:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

CEREMONIAL

REPORTS

Committee, Board and Liaison

Presiding Officer

City Manager

- Organizational Values Update
- Reclaimed Water
- Work Session Setup
- Second Student Liaison

Student Liaison Report

PUBLIC COMMENTS *Please limit comments to 3 minutes. Please see “Public Comments” rules attached.*

INFORMATION/COUNCIL QUESTIONS INVITED

PUBLIC HEARINGS

Quasi-Judicial

1. Eagle Crest Subdivision Plat Alteration Application and Resolution R2016-24

Legislative

2. Plat Vacation/Alterations (continued from 9/26/16)

CONSENT AGENDA

3. Approve/Acknowledge
 - a. City Council Meeting Minutes – September 26, 2016
 - b. Claim Voucher Recap Dated 10/10/16 Total Payments \$400,657.71
 - c. Appoint Ankur Shah to the Planning Commission

UNFINISHED BUSINESS

4. Presentation of 2017 City of Sequim Budget Overview – Departmental Budgets
5. Guy Cole Update

NEW BUSINESS

6. Approve Guy Cole Grant with Department of Commerce

GOOD OF THE ORDER

PUBLIC COMMENTS *(Please limit comments to 3 minutes each)*

EXECUTIVE SESSION

NEXT MEETING DATE **October 24, 2016 (6:00 p.m.), November 14, 2016 (5:00 p.m.)**

These times are subject to change. Please check our website for any updates. You may also sign up for email notifications at <http://sequimwa.gov/list.aspx>.

ADJOURNMENT

PUBLIC HEARING PROCEDURES

- 1) Members of the public wishing to comment at the public hearing are to sign in with the Clerk giving their names, address, and the agenda item.
- 2) The Mayor may limit the speaker time for each speaker subject to council concurrence and may also change the order of testimony to maintain a logical sequence.
- 3) All comments by speakers shall be made from the speaker's rostrum and any individual making comments shall first give their name and address for the official record.
- 4) No comments shall be made from any other location and anyone making "out of order" comments shall be subject to removal from the meeting.
- 5) There will be no demonstrations during or at the conclusion of anyone's presentation.
- 6) These rules are intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard and to ensure that no individuals are embarrassed by exercising their right of free speech.

NOTE: Items presented by members of the public during the Council meeting become a public document. Please submit them to the Clerk or her representative. Copies of public documents from Council meetings are available at the City Clerk's Office.

PUBLIC COMMENTS

Although *no* public comment is *required* to be provided for at City Council meetings, City Council members have provided for two public comment periods.

Not all agenda items are appropriate for public comment. Matters which are or were the subject of a public hearing for which required notice was given are topics where public comment outside of the public announced hearing are not allowed by law. Matters that may affect liability for the City are not appropriate for comments from the public even though it may be an agenda item. Frequently questions from the audience to the council or to staff or to consultants are not appropriate to answer at a council meeting. The chairperson will explain when public comment is not appropriate as the need may arise. If you wish to comment on a Public Hearing item, please sign up on the specific Public Hearing sign up sheet.

Public Comment Rules:

1. Come to the lectern; state your name, address, and topic for the record.
2. Please limit your comments to 3 minutes.
3. Please refer to the sign-in sheet for additional rules.

SEQUIM CITY COUNCIL AGENDA COVER SHEET

MEETING DATE: OCTOBER 10, 2016

FROM: Charisse Deschenes, Senior Planner

CD
Initials

SUBJECT/ISSUE: Eagle Crest Subdivision Plat Alteration

Discussion dates				
CATEGORY	<input type="checkbox"/> City Manager Report	<input type="checkbox"/> Information Only	Time Needed for Presentation 15 Minutes	
	<input checked="" type="checkbox"/> Public Hearing	<input type="checkbox"/> Consent Agenda		
	<input type="checkbox"/> Unfinished Business	<input type="checkbox"/> New Business		
Reviewed by	Initials		Date	
Charles P. Bush, City Manager	CPB		10/6/16	
Chris Hugo, Director – DCD	CRH		10062016	
Kristina Nelson-Gross, City Attorney				

PROBLEM/ISSUE STATEMENT: A plat alteration to the Eagle Crest Final Plat (Files SUB16-001 & SEP16-008) proposes to remove a drain-field easement across Lot 6 of the subdivision and to dedicate a 20-foot wide sewer easement centered on the common boundary between Lots 5 and 6 to provide a connection for sewer service from American Eagle Drive to the terminus of Token Way.

LIST OF ATTACHMENTS:

1. Attachment 1: Staff Report & Findings of Fact
2. Attachment 2: Vicinity Map
3. Attachment 3: Subdivision Maps
4. Attachment 4: Resolution 2016-24
5. Attachment 5: Sewer Extension and Elimination Agreement
6. Attachment 6: Existing Eagle Crest Recorded Plat

DISCUSSION/ANALYSIS: See Staff Report

FINANCIAL IMPLICATIONS: None

RECOMMENDATION: Staff recommends approval of SUB16-001 subject to the conditions of approval presented in the Staff Report.

MOTION ALTERNATIVES:

1. Approve as recommended: I move to approve Preliminary Major Subdivision (SUB16-001) and adopt the amended Determination of Non-Significance (SEP16-008) subject to the Findings, Conclusions and Special Conditions of approval. (Staff recommendation);
2. Approve with additional conditions to the recommendation;
3. Modify the proposed amendment with or without the applicant's concurrence, provided that the modifications do not:
 - a. Enlarge the area or scope of the project;
 - b. Increase the density or proposed building size; or
 - c. Significantly increase adverse environmental impacts as determined by the responsible official.
4. Deny without prejudice (reapplication or resubmittal is permitted);
5. Deny with prejudice (reapplication or resubmittal is not allowed for one year); or
6. Remand for further proceedings and/or evidentiary hearing in accordance with SMC 20.01.220.

CITY OF SEQUIM DEPARTMENT OF COMMUNITY DEVELOPMENT

STAFF REPORT & RECOMMENDATION FOR THE EAGLE CREST SUBDIVISION PRELIMINARY MAJOR PLAT AMENDMENT

I. PROJECT SUMMARY

The applicant (Green Crow Investments Co., LLC) is proposing a plat alteration to the Eagle Crest Final Plat (Files SUB16-001 & SEP16-008) to remove a drainfield easement across Lot 6 of the subdivision and to dedicate a 20-foot wide sewer easement centered on the common boundary between Lots 5 and 6 to provide a nexus for sewer service from American Eagle Drive to the terminus of Token Way. Once the proposed drainfield easement is removed from Lot 6, the 13,200 square foot lot is available for development.

After a thorough review of the application materials, the City of Sequim has determined that the applicant's request is consistent with applicable City of Sequim land use, platting and environmental regulations.

II. PERMIT DATA

Permit Type	Plat Alteration
Application Submitted	July 29, 2016
SEPA Public Comment	September 2, 2016 through September 16, 2016

Project Location: South of Miller Rd. on American Eagle Dr. and Talon Ct., Lots 1 through 17 of the Eagle Crest Subdivision

Description: SE ¼ of the NW ¼ of Section 29 T. 30 N., R. 3 W., W. M. (Per AFN 2011-1269949: The Entire Plat of Eagle Crest, as per Plat recorded in Volume 15 of Plats at Page 50, records of Clallam County, Washington)

III. SUMMARY & BACKGROUND

The Eagle Crest Subdivision (LDV2004-00035) was approved by the Board of County Commissioners in 2005. The 17-lot subdivision is on 8.58 acres. The subdivision was annexed into the City of Sequim in 2007. The existing subdivision has 17 lots but two are undevelopable. Lot 17 houses the stormwater retention. With the removal of the drainfield easement on Lot 6, the proposal will allow 16 lots to be developed instead of 15 lots bringing the developable gross density down from 0.572 units per acre to 0.54 units per acre.

IV. DISCUSSION

Existing Plat. The Eagle Crest Subdivision was approved in 2005 with 17 lots. Fifteen of the lots are developable. At the time of approval by the BOCC, the applicant entered into an agreement to with the owner of Lot 3 of the Johnson Short Plat (south of Eagle Crest) to provide the drainfield reserve easement over Lot 6. The agreement stipulates that, in exchange for granting of a sewer easement between Lot 5 and 6, Eagle Crest, and constructing a sewer main from the cul-de-sac at American Eagle Drive to Lot 3 of the Johnson Short Plat; the owner of Lot 3 will extinguish the drainfield easement. The applicant and the owner of Lot 3, entered into the agreement to vacate the drainfield easement under the conditions listed above on February 28, 2016.

Comprehensive Plan. The Sequim Comprehensive Plan designates the property for residential uses with minimum of four dwelling units per acre.

Sequim Municipal Code (SMC) Zoning. The proposed plat alteration was submitted and vested prior to the update to the residential standards of the SMC at the September 12, 2016 City Council (CC) Meeting. The Zoning Code was updated to reflect the Comprehensive Plan density requirements at the CC Meeting. Prior to the September 12, 2016 approval, the average density was three to five units per acre.

Surroundings. The subdivision is located next to low density residential subdivisions and vacant land. The Future Land Use Map and the Zoning Code designation in the surrounding area are low density residential.

SEPA. The original SEPA checklist was prepared on July 7, 2004. A SEPA addendum was prepared for this proposal and issued on September 22, 2016.

Public Comment. Notice of the application and public hearing was given as required by RCW 58.17.080 and 58.17.090. Notice was placed in the Peninsula Daily News, sent to surrounding property owners and owners within the subdivision, and posted at the entrance to the subdivision. One phone call was received from a neighbor that wanted more information on the proposal. The other call was from the owner of Lot 3, Johnson Short Plat requesting information about process and timing of approval.

Process. The final plat alteration process is defined in SMC 17.21.060 Alteration of final plats. The code requires that the plat alteration is in compliance with RCW 58.17.215, 58.17.217, 58.17.218, 58.17.225 and 58.17.275.

Compliance with Statute. As determined for the original plat, the site is adequately served with law enforcement, water, sewer, and other urban necessities.

Drainage & Utilities. Stormwater from the site is conveyed to the existing retention pond on Lot 17. Water services are provided by the Public Utility District No. 1(PUD). Sewer service is provided by the City of Sequim.

V. FINDINGS (F) CONCLUSIONS (C)

As presented in the application, plans, environmental documents, supporting material, staff report, and presentations and subject to the proposed Special Conditions of Approval, the following Findings and Conclusions have been made.

Title 20 – Administrative Procedures.

1. This project involves approval of an amendment and approval of a preliminary major subdivision. The final plat alteration process is defined in SMC 17.21.060 Alteration of final plats. The code requires that the plat alteration is in compliance with RCW 58.17.215, 58.17.217, 58.17.218, 58.17.225 and 58.17.275.
2. The project requires a Pre-application Conference, Determination of Completeness, Notice of Application, Notice of Public Meeting, Notice of Public Hearing and notice to environmental reviewing agencies under the State Environmental Policy Act (SEPA).
3. A Pre-application Conference was held on June 9, 2016.
4. The application was submitted on July 29, 2016 and determined complete on August 26, 2016.
5. A combined Notice of Application, Public Meeting and Hearing and addendum to the Determination of Non-Significance (DNS) was issued on September 2, 2016.
6. All methods of public notification as identified per the requirements of SMC 17.21.060, RCW 58.17.215, RCW 58.17.217, RCW 58.17.218, RCW 58.17.225 and RCW 58.17.275 were performed.
7. The project's comment period closed on September 16, 2016.
8. A City Council public hearing is scheduled to occur on October 10, 2016.

TITLE 18 – Zoning.

1. The project is located in the R4-8 residential zoning district formerly known as R-II.
2. The proposed land use designation is found to be consistent with the Comprehensive Plan.
3. The applicant represents the owner of the properties.
4. The proposed density is in conformance with the R-II zoning district as required per the timing of the application submittal.

5. Minimum required improvements for residential development have been identified including paving of streets, curbs, sidewalks or paved pathways; street lighting will be provided; stormwater treatment and control will be established on-site; public water and sewer will be provided throughout the development; traffic circulation within the development and surrounding neighborhoods has been mitigated; and, the entire development will be adequately served by pedestrian pathways and open space.
6. The proposed project does not erode the purpose, goals and policies of the comprehensive plan and serves to implement goals and policies of the comprehensive plan by establishing urban densities within the City limits and is consistent with the overall housing goals and objectives of the comprehensive plan.
7. The project is consistent with the capital facilities, transportation improvement, and comprehensive water and sewer plans of the City and any other applicable City of Sequim plans and ordinances.

TITLE 17 – Subdivisions.

1. Section 17.20.040, SMC, establishes specific review criteria that a major subdivision must be found to be in compliance and consistent with.
2. Each lot conforms to the Comprehensive Plan and zoning regulations.
3. All lots will adjoin a private or public street.
4. Curb, sidewalk, trail connections, transit stops, street, storm drainage, sanitary sewers lines, water lines, and other utilities as required shall be installed at the expense of the applicant and meet City specifications and applicable ordinances.
5. The developer shall be responsible for all proposed improvements and infrastructure extensions. Any public improvements necessary for the development of the site to City standards and benefiting other parcels are subject to cost reimbursement at the time those properties develop.
6. The subdivision will connect to city water and sanitary sewer services.
7. The developer has provided easements for utilities transmission services, where necessary.
8. If bonding is utilized to insure completion of infrastructure improvements, the bonds will be required prior to recording of the final map and for any work done in the public right-of-way prior to issuance of permits.

9. All requirements of Wetlands Protection (Chapter 18.70), Environmentally Sensitive Areas Protection (Chapter 18.80) and SEPA have been met.
10. All requirements of Chapter 58.17 RCW, Plats - Subdivisions –Dedications, have been met.
11. Chapter 17.28, SMC, establishes general design standards for the design of a functional and attractive development.
12. Site analysis relative to the natural and improved surroundings including slope, drainage, land use, demographics, circulation, economy, historical preservation, urban service availability, visual qualities among others have been reviewed.
13. The general landscape scheme will meet or exceed code requirements in all common areas and streetscapes.
14. The proposed street system shall conform to the roadway functional classification system as adopted by the Sequim Comprehensive Plan.

VI. STAFF RECOMMENDATION

Staff concludes that the proposed alteration is in compliance with state and city subdivision regulations and the public interest will be served by approval of the alteration.

Staff recommends approval of SUB16-001 subject to the following conditions of approval:

General Conditions.

1. This recommendation adopts by reference the findings, conclusions, and conditions associated with LDV2004-00035, except as specifically amended herein:
 - a. All dedications of land and/or easements shall be clearly and precisely indicated on the face of the final plat.
 - b. After approval of the alteration, the applicant shall produce a revised drawing of the approved alteration of the final plat, which after signature of the Mayor, shall be filed with the county auditor to become the lawful plat of the property.
 - c. Preliminary subdivision, in compliance with all requirements of Title 17 & 18 of the SMC and the Special Conditions of Approval, shall expire within three years unless a proposed final plat is submitted to the City of Sequim Planning Department. Two, one-year extensions may be granted by the City Council.
 - d. No occupancy permits shall be issued for Lots 5 or 6 prior to recording of Final Major Subdivision.

- e. A revised declaration of Conditions, Covenants and Restrictions (CC&R's) to govern development within the subdivision shall be submitted prior to recording of final map.
- f. Public improvements shall be constructed and as-built plans approved or performance bonds in place based on approved development plans prior to recording of final map.
- g. The amount of the bond shall be not less than 125 percent of the final estimate by the City Engineer (17.64.020 SMC).
- h. Applicant is responsible for coordination of the utility undergrounding with all utility providers.
- i. An electronic format of the preliminary map shall be submitted in AutoCAD (File Extension .dwg or .dxf) format to the City of Sequim Department of Community Development.
- j. The City has the right to enter the project at any time to inspect and enforce the proper functional operation of open space, parks, landscaping, roadway, street, or other elements.
- k. Upon preliminary approval the developer shall be responsible for submitting engineered water, sewer, stormwater, lighting, and road improvement plans in conformance with the City of Sequim standards to the Public Works Department.

Site Construction & Building Permit.

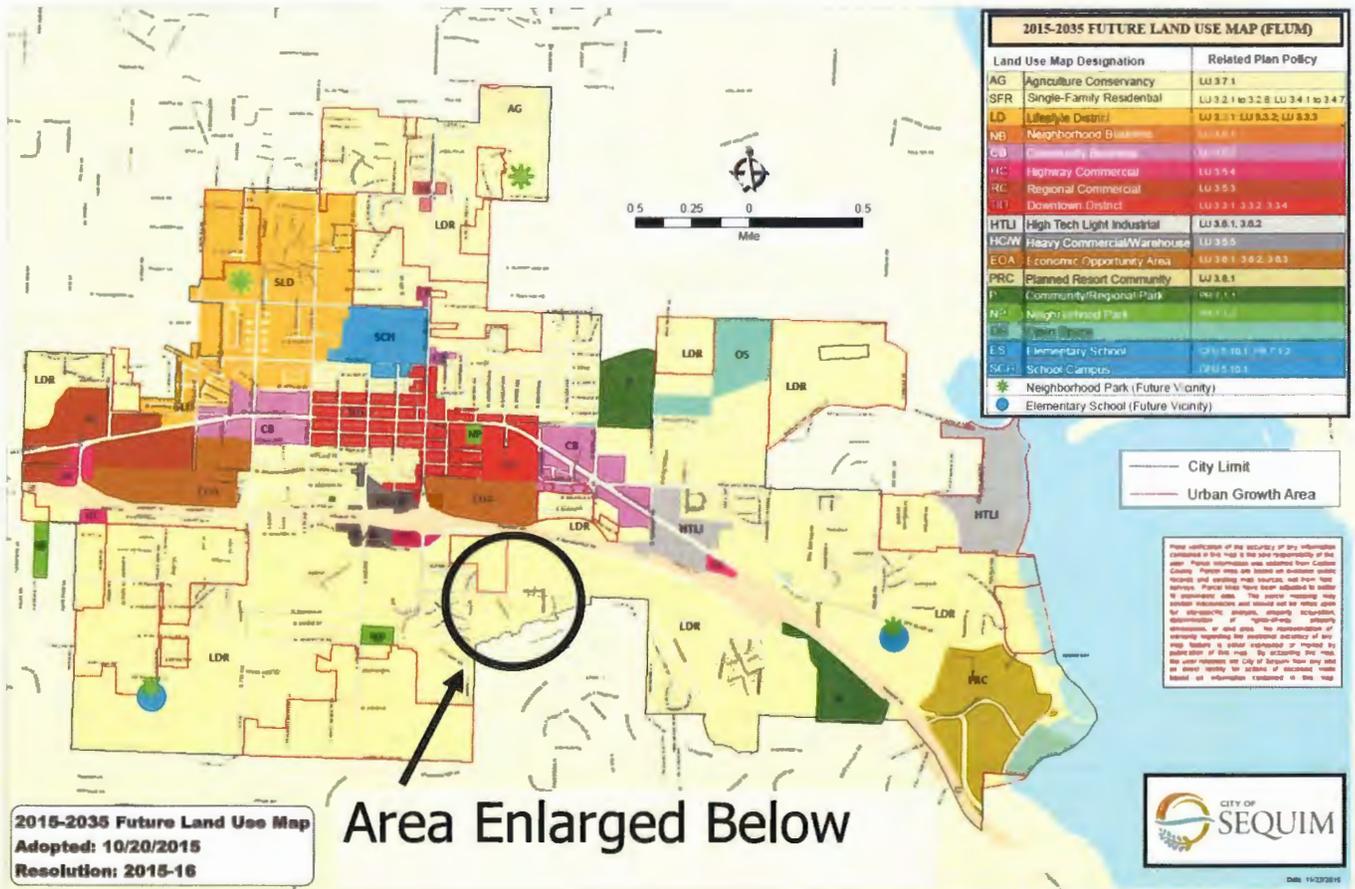
- l. Following the City Council approval, the applicant shall obtain permit(s) for final engineering. City of Sequim approval of the applicant's final engineering is required prior to initiation of any onsite construction.
- m. All new utility installation serving the subdivision within the plat or along the frontage shall be underground.
- n. All temporary erosion and sediment control (TESC) plans shall be in compliance with the City of Sequim requirements.

City Council options include:

1. Approve as recommended: by motion, recommend to the city Council approve Preliminary Major Subdivision (SUB16-001) and adopt the amended Determination of Non-Significance (SEP16-008) subject to the Findings, Conclusions and Special Conditions of approval. (Staff recommendation);
2. Approve with additional conditions;
3. Modify, with or without the applicant's concurrence; provided, that the modifications do not:
 - a. Enlarge the area or scope of the project;
 - b. Increase the density or proposed building size; or
 - c. Significantly increase adverse environmental impacts as determined by the responsible official.

4. Deny without prejudice (reapplication or resubmittal is permitted);
5. Deny with prejudice (reapplication or resubmittal is not allowed for one year); or
6. Remand for further proceedings and/or evidentiary hearing in accordance with SMC 20.01.220.

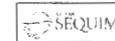
Official City of Sequim Comprehensive Plan Map



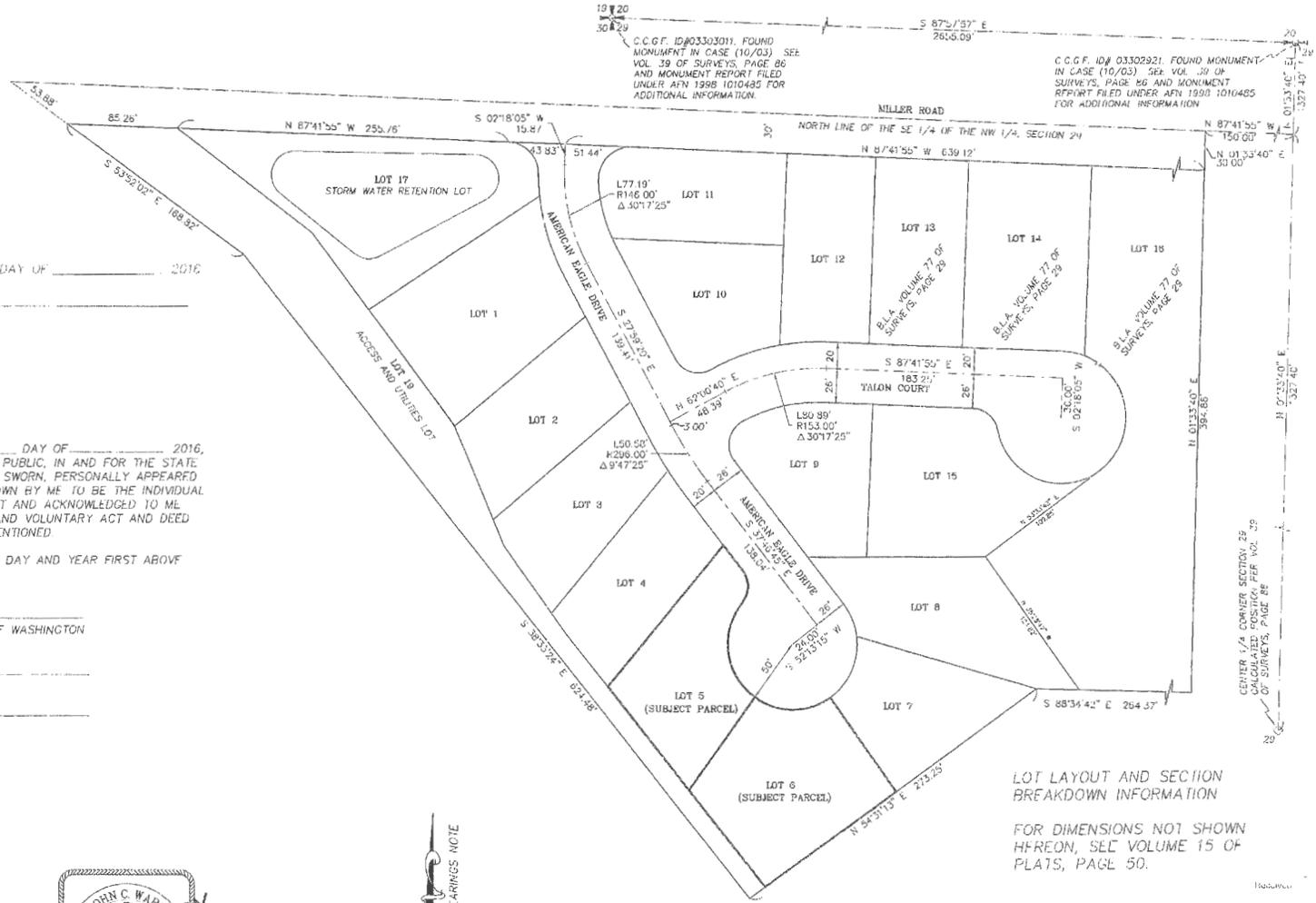
Eagle Crest Major Subdivision Plat Alteration Enlarged (SUB16-001 & SEP16-008)



PLAT ALTERATION (PRELIMINARY)



LOTS 5 AND 6 OF FAGLE CREST PLAT NO. LDV 2004-00035,
AS RECORDED IN VOLUME 15 OF PLATS, PAGE 50
BEING A PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 29,
T. 30 N., R. 3 W., W.M.
CITY OF SEQUIM, CLALLAM COUNTY, WASHINGTON
PREPARED FOR
GREEN CROW INVESTMENTS CO. LLC
PARCEL NO. 033029-550050 (LOT 5)
PARCEL NO. 033029-550060 (LOT 6)



OWNERS ACKNOWLEDGEMENT:
PROPERTY OWNER LOT 5 AND LOT 6

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2016

BY _____

ACKNOWLEDGMENT
STATE OF WASHINGTON

COUNTY OF CLALLAM
THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2016,
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE STATE
OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED
BEFORE ME _____, KNOWN BY ME TO BE THE INDIVIDUAL
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME
THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED
FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE
WRITTEN

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

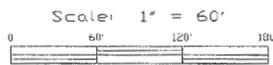
RESIDING AT _____

MY APPOINTMENT EXPIRES _____

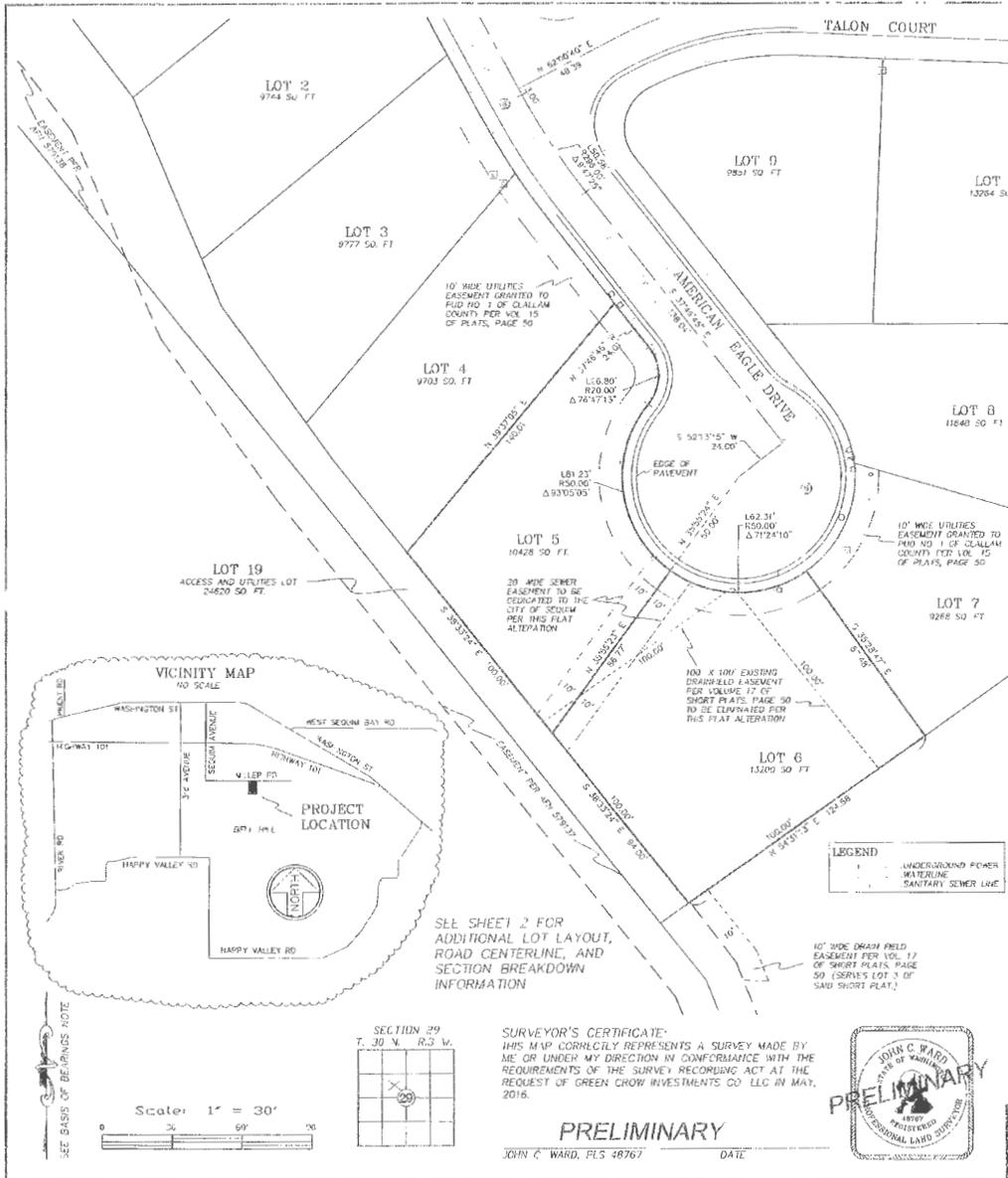
LOT LAYOUT AND SECTION
BREAKDOWN INFORMATION
FOR DIMENSIONS NOT SHOWN
HEREON, SEE VOLUME 15 OF
PLATS, PAGE 50.



SEE BASIS OF BEARINGS NOTE
SHEET 1



ZENOVIC & ASSOCIATES
INCORPORATED
401 E. 29TH ST. STE. 1
MOUNTAIN VIEW, WA 98003
PHONE: (360) 417-0201
FAX: (360) 417-0311



PLAT ALTERATION (PRELIMINARY)



LOTS 5 AND 6 OF EAGLE CREST PLAT NO. 1004-0001 AS RECORDED IN VOLUME 15 OF PLATS, PAGE 1; BEING A PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 29, T. 30 N., R. 3 W., WM, CITY OF SEQUIM, CLALLAM COUNTY, WASHINGTON, PREPARED FOR GREEN CROW INVESTMENTS CO. LLC, PARCEL NO. 03-029-55050 (LOT 5), PARCEL NO. 03-029-55050 (LOT 6)

BASIS OF BEARINGS:
BEARINGS AND DISTANCES WERE OBTAINED FROM THE ORIGINAL SURVEY OF THE PLAT AND THE SURVEYOR HAS RECHECKED THE BEARINGS AND DISTANCES AND FOUND THEM TO BE CORRECT AND ACCURATE TO THE NEAREST TENTH OF AN INCH. THE BEARINGS AND DISTANCES WERE OBTAINED FROM THE ORIGINAL SURVEY AND THE SURVEYOR HAS RECHECKED THE BEARINGS AND DISTANCES AND FOUND THEM TO BE CORRECT AND ACCURATE TO THE NEAREST TENTH OF AN INCH.

LEGAL DESCRIPTION (OF AFFECTED PARCELS):
LOTS 5 AND 6 OF EAGLE CREST PLAT NO. 1004-0001 AS RECORDED IN VOLUME 15 OF PLATS, PAGE 1; BEING A PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 29, T. 30 N., R. 3 W., WM, CITY OF SEQUIM, CLALLAM COUNTY, WASHINGTON, PARCEL NO. 03-029-55050 (LOT 5), PARCEL NO. 03-029-55050 (LOT 6)

NOTES:
1. THE SURVEYOR HAS REVIEWED THE RECORDING ACT AND THE RULES OF THE BOARD OF SURVEYORS AND HAS FOUND THEM TO BE CORRECT AND ACCURATE TO THE NEAREST TENTH OF AN INCH.
2. THE SURVEYOR HAS REVIEWED THE RECORDING ACT AND THE RULES OF THE BOARD OF SURVEYORS AND HAS FOUND THEM TO BE CORRECT AND ACCURATE TO THE NEAREST TENTH OF AN INCH.
3. THE SURVEYOR HAS REVIEWED THE RECORDING ACT AND THE RULES OF THE BOARD OF SURVEYORS AND HAS FOUND THEM TO BE CORRECT AND ACCURATE TO THE NEAREST TENTH OF AN INCH.
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6. THE SURVEYOR HAS REVIEWED THE RECORDING ACT AND THE RULES OF THE BOARD OF SURVEYORS AND HAS FOUND THEM TO BE CORRECT AND ACCURATE TO THE NEAREST TENTH OF AN INCH.
7. THE SURVEYOR HAS REVIEWED THE RECORDING ACT AND THE RULES OF THE BOARD OF SURVEYORS AND HAS FOUND THEM TO BE CORRECT AND ACCURATE TO THE NEAREST TENTH OF AN INCH.
8. THE SURVEYOR HAS REVIEWED THE RECORDING ACT AND THE RULES OF THE BOARD OF SURVEYORS AND HAS FOUND THEM TO BE CORRECT AND ACCURATE TO THE NEAREST TENTH OF AN INCH.

APPROVAL
DEPARTMENT OF REVENUE
PREPARED THIS _____ DAY OF _____ 2016
BY _____

TREASURER'S CERTIFICATE
I HAVE REVIEWED THE ABOVE PLAT AND FIND IT TO BE CORRECT AND ACCURATE TO THE NEAREST TENTH OF AN INCH.
I HEREBY CERTIFY THAT THE ABOVE PLAT IS CORRECT AND ACCURATE TO THE NEAREST TENTH OF AN INCH.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2016.

AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS _____ DAY OF _____ 2016,
AT _____ M. N. BOOK _____ OF PLATS, PAGE _____
AT THE REQUEST OF ZENOVIC & ASSOCIATES, INC.

COUNTY AUDITOR _____ AUDITOR'S FILE NUMBER _____

ZENOVIC & ASSOCIATES
INCORPORATED
411 S. 3rd St. Ste. 200
Tulsa, OK 74103
Tel: 918.581.1234

SHEET 1 OF 2
DATE: 05/18/2016

RESOLUTION R2016-24

**A RESOLUTION OF THE CITY OF SEQUIM, WASHINGTON
GIVING FINAL APPROVAL OF THE EAGLE CREST
SUBDIVISION PLAT AMENDMENT.**

WHEREAS, the applicant requested an amendment to the final subdivision to vacate a drainfield easement, dedicate a sanitary sewer easement, and allow Lot 6 of the Eagle Crest Subdivision to be opened up for development; and

WHEREAS, Clallam County Hearings Examiner approved the Eagle Crest Subdivision March 14, 2005; and

WHEREAS, the Eagle Crest Subdivision annexed into the City of Sequim on July 13, 2009 (Ordinance 2009-010); and

WHEREAS, the City Engineer has forwarded recommendations for approval to the Department of Community Development; and

WHEREAS, the Department of Community Development has evaluated compliance with the conditions imposed on the preliminary plat amendment and other applicable ordinances and forwarded its recommendation for the plat amendment to the City Council; and

WHEREAS, the applicant shall meet the conditions of the preliminary plat amendment approval and submit a final plat for approval; and

WHEREAS, the City Council held a public hearing regarding this matter on October 10, 2016.

NOW THEREFORE, BE IT RESOLVED that the City Council adopts the Eagle Crest Subdivision Plat Amendment, attached hereto, approving the preliminary plat amendment with conditions of approval.

Adopted by the City Council this ____ day of _____, 2016.

Dennis Smith, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Kuznek-Reese, MMC, City Clerk

Kristina Nelson-Gross, City Attorney

SEWER EXTENSION AND EASEMENT ELIMINATION AGREEMENT

THIS AGREEMENT, made this 28 day of Feb., 2016, by and between Green Crow Investments Co., LLC (hereinafter sometimes "Green Crow"), and Ross Lay (hereinafter sometimes "Lay"), together hereinafter sometimes "the Parties", WITNESSETH:

1. RECITALS

1.1 Ross Lay is the owner of the real property situated in the City of Sequim, Clallam County, Washington, described as follows:

Lot 3 of Johnson Short Plat recorded in v17 p50 Clallam County, Port Angeles, Washington. (033029 249 040 0000).

1.2 On September 9, 2011, Green Crow Investments Co. LLC acquired title to the real property described as follows:

The entire Plat of Eagle Crest, as per Plat recorded in Volume 15 of Plats at Page 50, records of Clallam County, Washington.

1.3 As part of their remaining interest in the aforementioned Plat of Eagle Crest, Green Crow is currently the owner Lots 5 and 6 therein.

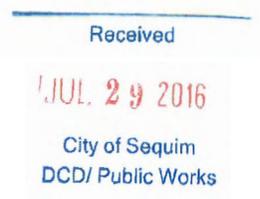
1.4 With the creation of the Johnson Short Plat, an easement, with dimensions of 100-feet by 100-feet, was reserved on lot 1 of said Short Plat for the purpose of "Proposed drain field easmt. for lot 3." The area and dimensions of the easement also appear on the Plat of Eagle Crest—encompassing the majority of Lot 6, and a small portion of Lot 5, therein. The easement is referenced on Sheet 3 of the Plat of Eagle Crest as "100' X 100' AREA DEPICTED AS PROPOSED DRAINFIELD EASEMENT ON SP, V. 17, P. 50 FOR THE USE OF LOT 3 OF SAID SHORT PLAT."

1.5 The Parties agree and acknowledge that the location and extent of the aforementioned drainfield easement effectively precludes residential development or any other reasonable use of said Lot 6, except for use as a drainfield as specified.

NOW, THEREFORE, in consideration of the mutual benefit, covenants and promises of the parties hereto, the Parties hereby covenant and agree as follows:

2. AGREEMENT

2.1 The foregoing Recitals are hereby adopted and incorporated as a part of this Agreement.



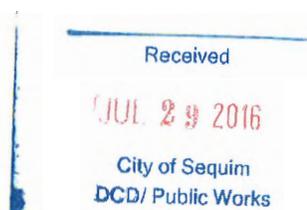
2.2 Preliminary Plat Amendment Application. Upon the execution of this Agreement by the Parties hereto, Green Crow shall execute an application, including applicable fees, with the City of Sequim, for the purpose of amending the Plat of Eagle Crest with the elimination of the aforementioned drainfield easement on Lots 5 and 6 of said Plat. Mr. Lay hereby stipulates, consents, and authorizes Green Crow to make said application for the purposes specified herein. The Amended Plat shall also establish and depict a new sewer easement, twenty (20') feet in width, the centerline of which shall be the common boundary between Lots 5 and 6, and extending from the Lots' frontage on the cul-de-sac of American Eagle Drive, to the Lots' rear property boundary, abutting the "*Limits of existing ingress, egress & utilities easements*", more commonly known as Token Lane, as depicted on the Plat of Eagle Crest.

2.3 Construction of Sewer Line Extension. Upon the granting of preliminary approval of the Plat Amendment Application referenced in Section 2.2 above, Green Crow, or a duly authorized contractor of Green Crow's choosing, shall execute the installation of a sewer line, extending from the existing sewer line at the Cul-de-sac of American Eagle Drive, along the proposed sewer easement referenced in Section 2.2 above, and southward up the existing ingress, egress & utilities easement, also known as Token Lane, to the northern boundary of Mr. Lay's property, being Lot 3 of the Johnson Short Plan, V. 15, P. 50, records of Clallam County. Said sewer line extension shall be installed, including an eight (8) inch or more diameter, in accordance with the requirements of the City of Sequim. Green Crow shall make a good faith effort to complete the sewer line installation on or before August 1, 2016, but shall not be held responsible for any issues resulting from permit review delays, exceptional weather events, or other factors beyond Green Crow's control.

2.4 Filing of Amended Plat. Upon completion of the Sewer Line Extension described in Section 2.3 above, and upon completion of all applicable requirements and approvals for the Plat Amendment Application described in Section 2.2 above, Green Crow shall file with the Office of the Clallam County Auditor an Amended Plat depicting the absence of the former drainfield easement and inclusion of a new sewer easement, both as described above. With the filing of said Amended Plat, Mr. Lay shall thereby relinquish and quiet all title and interest in the aforementioned drainfield easement, as described in Section 1.4 above, as it exists on Lots 5 and 6 of the Plat of Eagle Crest. Said Amended Plat may require the notarized signature of Mr. Lay prior to filing, to which Mr. Lay shall provide said notarized signature within two weeks of receipt of the Plat Amendment Map.

2.5 Payment of Sewer Connection Fee. Upon completion of the filing of the Amended Plat as described in Section 2.4 above, Green Crow shall provide timely payment to Mr. Lay in the amount of EIGHT THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$8,550.00), the purpose of which being to reimburse Mr. Lay the current cost for the General Facility Fee for connecting to the City of Sequim's municipal sewer system.

2.6 Latecomer Agreements. Green Crow, including any successors or assigns thereto, will not pursue, and hereby relinquishes any interest in, the establishment of any Latecomer Agreements as may be authorized by Section 13.98, Sequim Municipal Code.



2.7 Attorney Fees. Should any dispute arise regarding any term or condition of this Agreement that is resolved through litigation or arbitration, the prevailing party shall be entitled to reasonable attorney's fees and costs, including those for appeals.

2.8 Benefit of Agreement. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of all other parties hereto.

2.9 Impossibility of Performance. In the event that Green Crow is unable to obtain necessary government approvals or permits for the Plat Amendment or sewer extension project described above, this agreement shall become null and void, and any obligations, representations or responsibilities established or implied herein shall terminate.

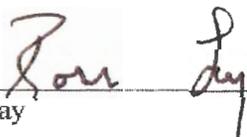
2.10 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

2.11 Entire Agreement. This document constitutes the entire agreement of the parties, and supersedes all other prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This agreement may be modified only by a writing signed by all parties hereto.

2.12 Paragraph Headings. The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

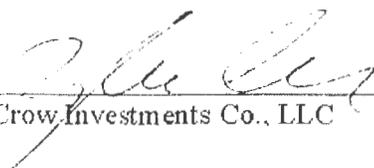
2.13 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.



Ross Lay

2-28-16
Date



Green Crow Investments Co., LLC

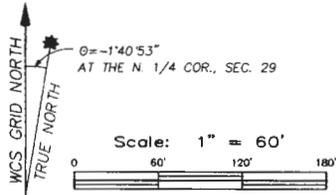
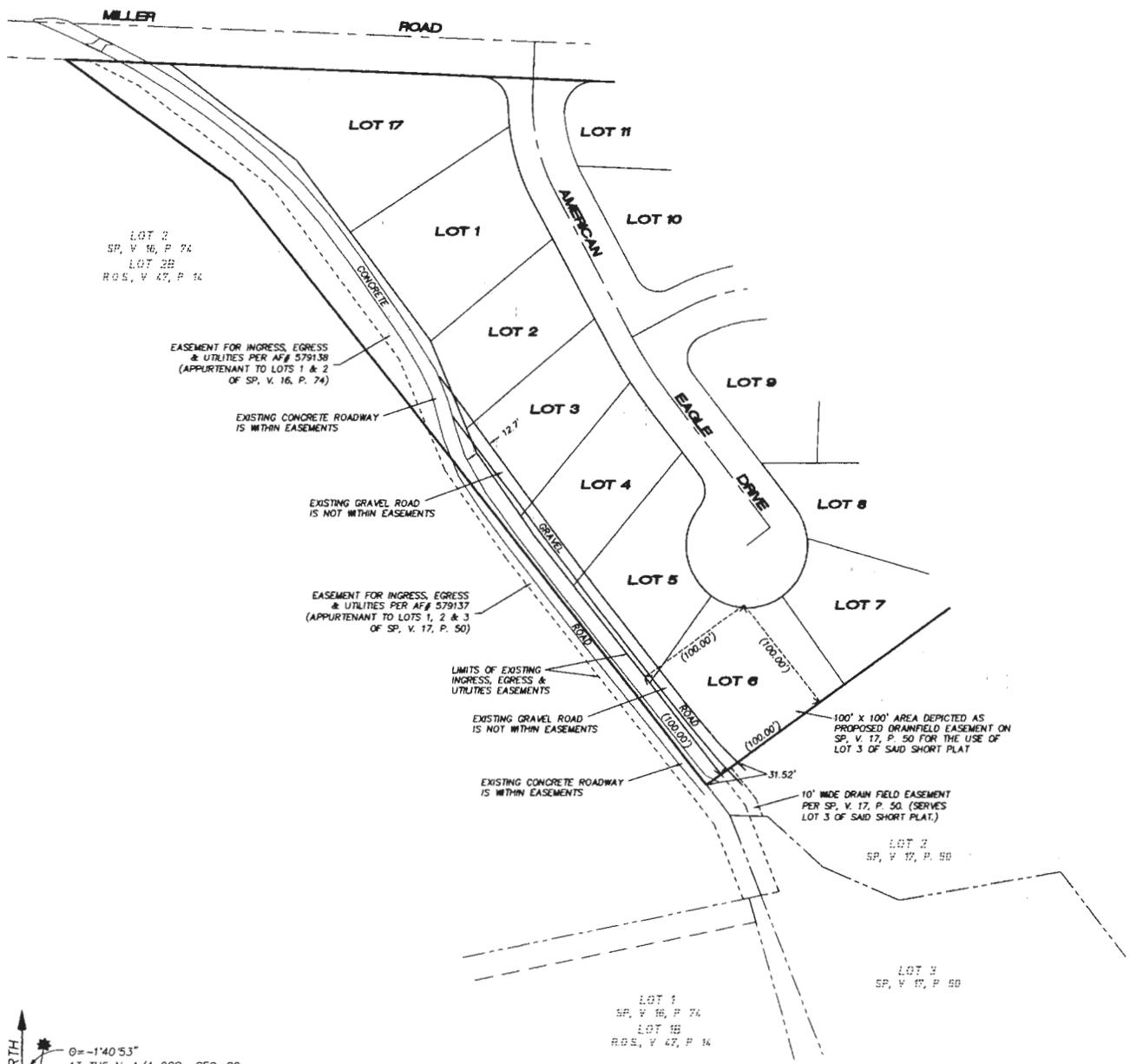
3/14/16
Date

Received

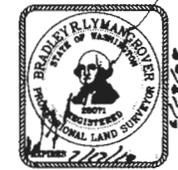
JUL 29 2016

City of Sequim
DCD/ Public Works

PLAT NO. LDV2004-00035
EAGLE CREST
 PARCEL NO. 03-30-29-249020
 BEING A PORTION OF
 SE 1/4 OF THE NW 1/4 OF SECTION 29
 T. 30 N., R. 3 W., W. M.
 CLALLAM COUNTY, WASHINGTON
 PREPARED FOR
**EAGLE CREST CONSTRUCTION
 AND DEVELOPMENT LLC**



EXISTING CONDITIONS DETAIL



ZENOVIC & ASSOCIATES
 INCORPORATED

301 E SIXTH ST., STE 1
 PORT ANGELES, WA 98362
 PHONE (360) 417-0501
 FAX (360) 417-0514

SHEET 3 OF 4
 DATE: 4/18/07
 JOB# 07102

PLAT NO. LDV2004-00035
EAGLE CREST
PARCEL NO. 03-30-29-249020
BEING A PORTION OF
SE 1/4 OF THE NW 1/4 OF SECTION 29
T. 30 N., R. 3 W., W. M.
CLALLAM COUNTY, WASHINGTON
PREPARED FOR
EAGLE CREST CONSTRUCTION
AND DEVELOPMENT LLC

NOTES:

1. ALL LOTS SHALL BE A VALID LAND USE NOTWITHSTANDING A CHANGE IN ZONING LAWS OR OTHER APPLICABLE REGULATIONS FOR A PERIOD OF FIVE YEARS FROM THE DATE OF RECORDING OF THE FINAL PLAT.
2. NO PORTION OF THIS LAND DIVISION MAY BE ALTERED, AMENDED, DELETED, ADDED TO OR CHANGED IN ANY MANNER EXCEPT BY THE LAND DIVISION PROCEDURES SET FORTH IN TITLE 29 C.C.C.
3. A LOT OWNERS ASSOCIATION HAS BEEN FORMED FOR THE LOTS WITHIN THIS PLAT. THIS ASSOCIATION SHALL EXIST INDEFINITELY AND MEMBERSHIP SHALL BE AUTOMATIC UPON ASSUMPTION OF OWNERSHIP OF ANY LOT WITHIN THIS PLAT. ASSOCIATION BY-LAWS AND CONDITIONS, COVENANTS AND RESTRICTIONS HAVE BEEN RECORDED UNDER AUDITOR'S FILE NO. 2008-1223355
4. ACCESS TO LOTS WITHIN THIS SUBDIVISION SHALL BE LIMITED TO ONE (1) CONSOLIDATED ACCESS POINT ONTO MILLER ROAD. CONSULT THE CLALLAM COUNTY PUBLIC WORKS DEPARTMENT FOR FURTHER INFORMATION.
5. MUNICIPAL SERVICES PROVIDED TO LOTS WITHIN THIS SUBDIVISION INCLUDE POTABLE WATER SERVICE AND SEWER SERVICE PROVIDED BY THE CITY OF SEQUIM. ALL FUTURE DEVELOPMENT OF LOTS WITHIN THIS SUBDIVISION SHALL REQUIRE CONNECTION TO THE FOREMENTIONED MUNICIPAL SERVICES ACCORDINGLY.
6. THE LOTS WITHIN THIS SUBDIVISION COMPLY WITH THE MAXIMUM RESIDENTIAL DENSITY AND LOT CONFIGURATION REQUIREMENTS OF THE SEQUIM URBAN RESIDENTIAL S(R-II) ZONE ALLOWED WITHOUT TRANSFER OF DEVELOPMENT RIGHTS. NOTWITHSTANDING A CHANGE IN ZONING OR ANNEXATION, NO LOTS WITHIN THIS SUBDIVISION SHALL BE FURTHER SUBDIVIDED IN ANY MANNER WITHOUT THE TRANSFER OF THE APPROPRIATE DEVELOPMENT RIGHTS. CONSULT THE CLALLAM COUNTY PLANNING DIVISION FOR FURTHER INFORMATION.

DECLARATION:

WE THE UNDERSIGNED, OWNERS OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND HEREBY ACCEPT ALL RESPONSIBILITY FOR ALL CLAIMS AND DAMAGES WHICH MAY BE OCCASIONED TO ANY OTHER LAND OR PERSONS BY ACTIONS OF SAID PLATTORS AUTHORIZED BY THE COUNTY IN RELATION TO THIS SUBDIVISION. WE HEREBY CONSENT TO THIS PLAT.

EAGLE CREST CONSTRUCTION AND DEVELOPMENT LLC
A WASHINGTON LIMITED LIABILITY COMPANY
BY:

Joseph M. Kelly
JOSEPH M. KELLY, MEMBER

ACKNOWLEDGMENT

STATE OF WASHINGTON SS
COUNTY OF CLALLAM

THIS IS TO CERTIFY THAT ON THIS 19th DAY OF June, 2008, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JOSEPH M. KELLY, MEMBER OF EAGLE CREST CONSTRUCTION AND DEVELOPMENT, LLC, AND PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE A MEMBER OR DESIGNATED AGENT OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT BE THE FREE AND VOLUNTARY ACT AND DEED OF THE LIMITED LIABILITY COMPANY, BY AUTHORITY OF STATUTE, ITS ARTICLES OF ORGANIZATION OR ITS OPERATING AGREEMENT, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS INSTRUMENT AND IN FACT EXECUTED THE INSTRUMENT ON BEHALF OF THE LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Cindy J. Atwell
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Port Angeles
MY APPOINTMENT EXPIRES June 1, 2009



COUNTY APPROVALS:

I HEREBY APPROVE OF SURVEY DATA SHOWN, INCLUDING MATHEMATICAL CLOSURE OF ALL LOTS, BLOCKS, AND BOUNDARIES, AND CERTIFY THAT, AS OF THIS DATE AND TO THE BEST OF MY KNOWLEDGE, ALL REQUIRED ROAD DRAINAGE (IF ANY) AND OTHER APPLICABLE IMPROVEMENTS (IF ANY) ADDRESSED IN RCW 58.17.160(1) HAVE BEEN CONSTRUCTED IN CONFORMANCE WITH WITH PLANS AND SPECIFICATIONS APPROVED BY THE AGENCY OF LEGAL JURISDICTION.

COUNTY ENGINEER Ron Iyla, P.E. DATE 6-25-08

THE FINAL PLAT HAS MET ALL STATE AND COUNTY REQUIREMENTS PERTAINING TO SEWAGE DISPOSAL AND POTABLE WATER.

COUNTY HEALTH OFFICER [Signature] DATE 6-23-08

ALL TAXES AND ANY DELINQUENT ASSESSMENTS FOR WHICH THE LAND WITHIN THIS LAND DIVISION MAY BE LIABLE HAVE BEEN DULY PAID AS REQUIRED BY CHAPTER 58.08.040 RCW.

CLALLAM COUNTY TREASURER Judith N. Scott DATE 6-19-2008

THE FINAL PLAT IS CONSISTENT WITH THE PRELIMINARY APPROVAL, ALL CONDITIONS IMPOSED THEREOF HAVE BEEN MET, AND THAT THE LAND DIVISION CONFORMS TO ALL APPLICABLE COUNTY LAND USE CONTROLS.

ADMINISTRATOR [Signature] DATE 6-25-08

BOARD OF COUNTY COMMISSIONERS:

[Signature] DATE 07/01/08
STEPHEN P. THARRINGER, CHAIRMAN

[Signature] DATE 07/01/08
MICHAEL C. CHAPMAN
Howard v. Doherty, Jr.

[Signature] DATE 07/01/08
HOWARD V. DOHERTY, JR.
Stephen P. Tharringer

ATTEST: [Signature] DATE 07/01/08
TRISH HOLDEN, CMC, CLERK OF THE BOARD



ZENOVIC & ASSOCIATES
INCORPORATED
301 E SIXTH ST., STE 1
PORT ANGELES, WA 98362
PHONE: (360) 417-0501
FAX: (360) 417-0514

SHEET 4 OF 4
DATE: 4/18/08 JOB# 07102

**SEQUIM CITY COUNCIL
AGENDA COVER SHEET**

MEETING DATE: October 10, 2016

FROM: Kristina Nelson-Gross, City Attorney; Chris Hugo, Director – DCD

SUBJECT/ISSUE: Ordinance 2016-10 Amending Title 17 for Plat Vacations/Alterations

Discussion dates	August 8, 2016	PC 9/20/2016	CC 9/26/2016	PC 10/4/2016
CATEGORY	<input type="checkbox"/> City Manager Report	<input type="checkbox"/> Work Session	Time Needed for Presentation	
	<input checked="" type="checkbox"/> Public Hearing	<input type="checkbox"/> Consent Agenda		
	<input type="checkbox"/> Unfinished Business	<input type="checkbox"/> New Business		
Reviewed by	Initials		Date	
Charles P. Bush, City Manager	CPB		10/5/16	
Chris Hugo, Director of Community Development	CRH		10062016	

PROBLEM/ISSUE STATEMENT: The City’s ordinances regarding final plat and binding site plan alterations are not user-friendly for staff or the public. Processes for final plat and binding site plan vacations are not addressed in our code at all.

LIST OF ATTACHMENTS:

1. Draft Ordinance 2016-10
2. Attachment A

DISCUSSION/ANALYSIS:

Current municipal code provisions governing the plat alteration and vacation process need to be revised to better inform staff and the public as to the City’s requirements. The existing provision covering alteration of final plats is SMC 17.21.060, which is set forth below. This provision merely references the controlling statutes (RCW 57.18.215, etc.), which have some areas of discretion for local governments. Our code does not make clear what is required.

17.21.060 Alteration of final plats.

When any person is interested in the alteration of any subdivision within the city or the altering of any portion thereof, except as provided in RCW 58.17.040(6), that person shall submit an application to the city of Sequim Community Development Department.

The application shall be in conformance with requirements established in RCW 58.17.215, 58.17.217, 58.17.218, 58.17.225 and 58.17.275.

The existing provision covering alteration of binding site plans is SMC 17.24.170, which is also set forth below.

17.24.170 Amendment.

An approved binding site plan may be amended upon application to the planning director. The applicant must make the request to amend the binding site plan in writing. The planning director shall approve the amendment if it meets all of the following criteria:

A. No new building pads are proposed;

B. No building shall be greater than 10 percent larger than shown on the final binding site plan; and

C. The amendment would not result in increased amounts of traffic, nor propose circulation patterns which are different than those proposed by the original application, nor significantly increase or cause unanticipated environmental impacts.

All amended site plans shall meet the requirements associated with a final site plan as described in SMC 17.24.120. All amendments shall be numbered successively (i.e., first amendment to the binding site plan).

If the proposed amendment does not meet the above referenced criteria, a new binding site plan application shall be required.

Staff proposes repealing those code provisions and adopting a new chapter, SMC 17.25, to cover plat and binding site plan alterations and vacations. This would provide better guidance to staff and the public about the process involved with this quasi-judicial function.

Staff received a recommendation from the Planning Commission at its October 4, 2016 meeting.

RECOMMENDATION: To continue the public hearing until October 24, 2016, at which time staff will be looking for a recommendation from the City Council for adoption.

MOTION: I move to continue the public hearing until October 24, 2016 on the proposed repeal of sections SMC 17.21.060 and 17.24.170, and adopting a new chapter SMC 17.25 regarding vacation and alteration of binding site plans and subdivisions.

ORDINANCE NO. 2016-10

**AN ORDINANCE OF THE CITY OF SEQUIM, WASHINGTON
ADOPTING NEW MUNICIPAL CODE CHAPTER COVERING PLAT
AND BINDING SITE PLAN AMENDMENTS AND VACATIONS AND
REPEALING EXISTING SMC 17.21.060 AND SMC 17.24.170**

WHEREAS, Sequim Municipal Code 17.21.060 covers amendment of final plats;
and

WHEREAS, Sequim Municipal Code 17.24.170 covers amendment of binding
site plans; and

WHEREAS, Chapter 58.17 of the Revised Code of Washington largely pre-empts
local discretion and sets forth the criteria for plat vacations and alterations; and

WHEREAS, deciphering requirements set forth in statutes can be difficult for the
public and staff; and

WHEREAS, SMC 17.21.060 and 17.24.170 have been difficult to interpret due to
lack of clarity on specific processes and on extent of available discretion; and

WHEREAS, a new chapter of the Sequim Municipal Code devoted to plat
amendments and vacations would be useful for staff and the public; and

WHEREAS, the Sequim Planning Commission held a public meeting on October
4th, 2016 and recommended adoption of this ordinance to the City Council;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEQUIM,
WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Repeal of Code Provisions. SMC 17.21.060 and 17.24.170 are repealed.

Section 2. Adoption of New Code Chapter. A new chapter of the Sequim Municipal
Code, entitled “Vacation and Alteration of Final Plats” SMC 17.25, is adopted, with the
language set forth in attached Exhibit A.

Section 3. Corrections. The City Clerk and the codifiers of this ordinance are authorized
to make necessary clerical corrections to this ordinance including, but not limited to, the
correction of scrivener’s/clerical errors, references, ordinance numbering,
section/subsection numbers and any references thereto.

Section 4. Savings Clause. Those portions of Ordinances 2007-014 and 98-005 which are repealed or amended by this ordinance shall remain in force and effect until the effective date of this ordinance.

Such repeals and amendments shall not be construed as affecting any existing right acquired under the ordinances repealed or amended, nor as affecting any proceeding instituted thereunder, nor any rule, regulation, or order promulgated thereunder, nor the administrative action taken thereunder. Notwithstanding the foregoing actions, obligations under such ordinances or permits issued thereunder and in effect on the effective date of this ordinance shall continue in full force and effect, and no liability thereunder, civil or criminal, shall be in any way modified. Further, it is not the intention of these actions to reenact any ordinances or parts of ordinances previously repealed or amended, unless this ordinance specifically states such intent to reenact such repealed or amended ordinances.

Section 5. Severability. 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.

Section 6. Effective Date. This Ordinance shall become effective five days after publication of the ordinance, or a summary thereof, in the official newspaper of the City.

ADOPTED BY THE CITY COUNCIL this ____ day of _____, 2016.

Dennis Smith, Mayor

Attest:

Approved as to form:

Karen Kuznek-Reese, MMC, City Clerk

Kristina Nelson-Gross, City Attorney

Approved Date

Publication Date

Effective Date

EXHIBIT A

Repealed Sections:

~~17.21.060 Alteration of final plats.~~

~~When any person is interested in the alteration of any subdivision within the city or the altering of any portion thereof, except as provided in RCW [58.17.040\(6\)](#), that person shall submit an application to the city of Sequim planning department.~~

~~The application shall be in conformance with requirements established in RCW [58.17.215](#), [58.17.217](#), [58.17.218](#), [58.17.225](#) and [58.17.275](#). (Ord. 2007-014 § 2)~~

~~17.24.170 Amendment.~~

~~An approved binding site plan may be amended upon application to the planning director. The applicant must make the request to amend the binding site plan in writing. The planning director shall approve the amendment if it meets all of the following criteria:~~

~~A. No new building pads are proposed;~~

~~B. No building shall be greater than 10 percent larger than shown of the final binding site plan; and~~

~~C. The amendment would not result in increased amounts of traffic, nor propose circulation patterns which are different than those proposed by the original application, nor significantly increase or cause unanticipated environmental impacts.~~

~~All amended site plans shall meet the requirements associated with a final site plan as described in SMC [17.24.120](#). All amendments shall be numbered successively (i.e., first amendment to the binding site plan).~~

~~If the proposed amendment does not meet the above referenced criteria, a new binding site plan application shall be required. (Ord. 98-005 § 4)~~

NEW SECTIONS

Vacation and Alteration of Final Plats.

Sections:

- 17.25.010 Purpose/Conflicts.
- 17.25.020 Administration.
- 17.25.030 Procedure.
- 17.25.040 Requirements for a Complete Application.
- 17.25.050 Criteria for Approval.
- 17.25.060 Time Limitation for Final Decision.
- 17.25.070 Recording.

17.25.010 Purpose.

A. The purpose of this chapter is to regulate and allow vacation or alteration of approved final plats and approved binding site plans. It does not allow modification or revision of preliminary plats or preliminary binding site plans. The procedure for vacation of plats does not apply to the vacation or alteration of any plat of state-granted tide or shore lands.

B. When the vacation application is specifically for a city street, the procedures for street vacations in RCW 35.79 RCW shall be utilized for the street vacation. When the application is for the vacation of the plat or binding site plan together with the roads/streets, the procedure for vacation in this chapter shall be used, but vacations of streets subject to RCW 35.79.035 may not be made under this procedure.

C. Nothing in this Chapter is intended to conflict with Washington State law, RCW 58.17 as now enacted or hereafter amended. If any portion of this Chapter conflicts with state law, state law shall control.

17.25.020 Administration. The Director, or designee, is authorized and directed to administer the provisions of this chapter. The authority to approve, approve with conditions or deny proposed plat and binding site plan vacations or alterations is granted to the City Council after a public hearing.

17.25.030 Procedure. The following steps shall be followed in the processing of vacation or alteration applications.

- | | | |
|----|-----------|---|
| A. | 20.01.130 | Submission and acceptance of application –
Determination of completeness, Additional information
and project revisions; |
| B | 20.01.140 | Application review – Notice of application – Referrals; |
| C. | Title 16 | Environment; |
| D. | 20.01.140 | Application review – Notice of application – Referrals.
– See 10. and, 20.01.170 Application review – Scope |

E.	20.01.190	of review; Notice of Public Hearing (see <i>also</i> , additional public hearing notice below);
F.	20.01.100	Type B and Type C-1 and C-2 procedures – Quasi-judicial decisions – Process overview;
G.	20.01.200	Procedures for public hearings;
H.	20.01.230	Final decision; and
I.	20.01.240	Appeals

Additional Notice of Public Hearing. In addition to the notice provided above, the City shall provide notice of an application for vacation or alteration to all owners of property within the subdivision (excluding the owners of property submitting the application), and as provided for in RCW 58.17.080 and 58.17.090. The notice shall establish the date of the public hearing.

17.25.040 Requirements for a Complete Application. The following materials shall be submitted to the City for a complete application:

A. Vacation Application:

1. Date, name, address and telephone number of the applicant and/or property owner;
2. The reason(s) for the proposed vacation;
3. Signatures of all parties having an ownership interest in the subdivision or that portion of the subdivision proposed to be vacated;
4. If the subdivision or binding site plan is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the application for the vacation would result in the violation of a covenant, the application shall include an agreement signed by all parties subject to the covenants, which provides that the parties agree to terminate or alter the restrictive covenants to accomplish the purpose of the vacation of the subdivision or portion thereof;
5. Acknowledgement that if any street is included in the application for a vacation, that the applicant shall be required to pay the amount contemplated in RCW 35.79.030, if the vacation is granted;
6. A copy of the approved plat or binding site plan sought to be vacated, together with all plat or binding site plan amendments recorded since the date of the original approval;
7. A recent title report for each property affected by the vacation, confirming that the title of the lands as described and shown in the proposed vacation area is in the name of the owner(s) signing the application; and
8. If the vacation is for a portion of the subdivision or binding site plan, the applicant must demonstrate that the partial vacation will not violate the terms of subdivision or binding site plan approval or this Chapter.
9. Electronic version of all submittal documents on optical disc, flash drive or downloadable from ftp site, in either Adobe PDF or Microsoft Word format.
10. An application fee.

B. Alteration Application.

1. Date, name, address and telephone number of the applicant and/or property owner;
2. The reason(s) for the proposed alteration;
3. Signatures of the majority of those persons having an ownership interest in the lots, tracts, parcels, sites or divisions in the subdivision proposed to be altered;
4. If the subdivision or binding site plan is subject to restrictive covenants which were filed at the time of the approval of the subdivision or binding site plan, and the application for the alteration would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants, providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the alteration of the subdivision or binding site plan;
5. A copy of the proposed plat sought to be altered, together with all plat amendments recorded; and
6. A recent title report for each property affected by the vacation, confirming that the title of the lands as described and shown in the proposed vacation area is in the name of the owner(s) signing the application.
7. If the alteration is for a portion of the subdivision or binding site plan, the applicant must demonstrate that the alteration will not violate the terms of subdivision or binding site plan approval or this Chapter
8. Electronic version of all submittal documents on optical disc, flash drive or downloadable from ftp site, in either Adobe PDF or Microsoft Word format.
9. An application fee.

17.25.050 Criteria for Approval.

A. Vacation Criteria.

1. *Vacation.* The plat or binding site plan vacation may be approved, approved with conditions or denied after a written determination, with findings and conclusions, is made whether the public use and interest will be served by the vacation. If any portion of the land contained in the subdivision or binding site plan was dedicated to the public for public use and benefit, such land, if not already deeded to the City, shall be deeded to the City as a condition of approval, unless the City decision-maker shall make findings that the public use would not be served in retaining title to those lands. Easements established by a dedication are property rights that cannot be extinguished or altered without the approval of the easement owner or owners, unless the plat, binding site plan or other document creating the dedicated easement provides or an alternative method or methods to extinguish or alter the easement.

2. *Street Vacation.* When the vacation application is specifically for vacation of a City street, the City's street vacation procedures (and/or the procedures in chapter 35.79 RCW) shall be utilized. When the procedure is for the vacation of a plat

or binding site plan together with the streets, the vacation procedure in this chapter shall be used, but vacation of streets may not be made that are prohibited under RCW 35.79.035 or the City's street vacation ordinance.

3. *Title to Vacated Property.* Title to the vacated property shall vest with the rightful owner as shown on the county records. If the vacated land is land that was dedicated to the public, for public use other than a road or street, and the legislative authority has found that retaining title to the land is not in the public interest, title thereto shall vest with the person(s) owning the property on each side thereof, as determined by the legislative authority. When the road or street that is to be vacated with contained wholly within the subdivision or binding site plan and is part of the boundary of the subdivision or binding site plan, title to the vacated road or street shall vest with the owner(s) of property contained within the vacated subdivision or binding site plan.

B. *Alteration Criteria.* The alteration may be approved, approved with conditions or denied after a written determination, with findings and conclusions, is made whether the public use and interest will be served by the alteration. If any land within the alteration area is part of an assessment district, any outstanding assessments shall be equitably divided and levied against the remaining lots, parcels or tracts, or be levied equitably on the lots resulting from the alteration. If any land within the alteration contains a dedication to the general use of persons residing within the subdivision, such land may be altered and divided equitably between the adjacent properties.

17.25.060 Time Limitation for Final Decision. A vacation or alteration application shall be approved, approved with conditions or denied within one hundred-twenty (120) days after a complete application has been submitted, unless the applicant consents in writing to an extension of such time period.

17.25.070 Recording. After approval of the alteration or vacation, the City shall order the applicant to produce a revised drawing of the approved alteration or vacation of the short plat, final plat or binding site plan. The Council shall authorize the Mayor to sign the approved short plat or final plat, and then the City shall file it with the County auditor at the applicant's cost, to become the lawful plat of the property (or to vacate the previously approved plat). The Director shall sign the approved binding site plan and arrange for filing with the county auditor at the applicant's cost.

**CITY OF SEQUIM
CITY COUNCIL MINUTES
SEQUIM CIVIC CENTER
152 WEST CEDAR STREET
SEQUIM, WA
SEPTEMBER 26, 2016**

1. [Ordinance No. 2016-15 Dealing with Wireless Communication Facilities](#)

Nelson-Gross provided background information concerning the laws governing wireless communication facilities. A city's authority over wireless communications facilities is limited by federal law. We can require applicants to provide us a report saying they are in compliance with the FCC guidelines. We can establish preferred sites, require colocation where possible, establish height restrictions, setbacks and landscaping requirements; require proof of RF compliance for new facilities, require consideration of aesthetics, lighting, noise, require "stealth technology". A city must not unreasonably delay or deny wireless communications facility permits and a city has no legal ability to regular RF emissions if a facility's emissions are within FCC limits. There are not many jurisdictions in Washington State that require stealth technology. The City of Spokane's ordinance is the most up to date and has been used as an example. We have 60 days from the date the application is received to issue a decision on an application.

T. Miller feels we should get closer to the edge and impose requirements. Nelson-Gross explained that the city can impose preferred locations.

Lake suggests that the city obtain an RF meter to monitor emissions. Pratt agrees.

Hugo showed the land use map where towers are currently located. He explained the zoning and height requirements that are included in the city's plans.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Bob Lake, Pam Leonard-Ray, Dennis Smith, Ted Miller, John Miller, Candace Pratt and Student Liaison Emily Straing

MOTION to excuse Genaveve who is ill made by Pratt; second by T. Miller. Carried Unanimously.

CHANGES TO THE AGENDA

Mayor Smith indicated that item 7 will be moved to the item under ceremonial.

CEREMONIAL

Leonard-Ray introduced the ambassadors from Shiso City, Japan. The delegation arrived on Friday. There are 10 students from Japan. Mr. Kobayaski read a letter from the Mayor of Shiso.

NEW BUSINESS

7. Resolution R2016-23 Declaring Police Dog as Surplus and Authorizing Transfer to his Handler

Chief Dickinson stated that the proposed resolution releases Chase from duty and allows him to be transferred to his handler, Sgt. Mike Hill.

Sgt. Hill stated that Chase is 11 years old. He is originally from the Netherlands and came from North Carolina at age 2. He went through 3 months of training and Chase began with the Police Department in 2008.

Chief Dickinson added that the community has been supportive of the K9 program. Many donations have been received to support this program. With Chase's retirement, Officer Tony Busy has been selected as the new handler. It will take months to get a new K9 onboard. Numerous offers have been received indicating they will help for the purchase. Once a dog is located, we will find a training officer to provide the 400 hours of training necessary. To release Chase, he has to be surplus. Chase has some health issues and Sgt. Hill will assume all care for Chase.

MOTION to approve Resolution R2016-23 declaring police dog Chase as surplus and authorize his disposition according to the general bill of sale to Sgt. Mike Hill by Bob Lake; seconded by Ted Miller. **Carried Unanimously.**

REPORTS

Committee, Board and Liaison

Pratt reported she attended LTAC meeting. Taxes are up 35% over budget. Additional monies were needed for the city's support of the Irrigation Festival for police staffing. She also attended the transit board meeting.

T. Miller announced the Alzheimers Association is holding a town hall meeting on October 11 from 1-2:30pm at the Shipley Center. He will be the moderator.

Presiding Officer

Mayor Smith reported on the Clallam Transit board meeting in Forks. On September 20 he attended the Planning Commission meeting where they discussed wireless communications.

City Manager

2. 2017 Budget Overview

Bush presented the proposed budget to the council. We expect to have fully funded equipment reserves by 2019. There was a need for additional reception staff and other needs so staffing will be readjusted. There will be other staffing shifts so needs can be covered.

We will follow the various robust plans and that will be reflected in the budget. We have lower staffing than have had in a number of years. General Fund is balanced. We will recommend taking on an additional 1% growth in property taxes. Rate increases in utilities will be recommended that includes 0% in sewer and 2% in water. There are 3 key policy decisions to be made by council. These deal with property taxes, water & sewer rates, and capital projects.

Hagener added that in October we will be going more in-depth on departmental budgets. Ana Weatherton's artwork was submitted as part of the student art contest and will be used on the cover of the budget. Next year's budget is filled with cross training, retirements, process improvements, organizational development. She described the process that has been used to develop the budget. With the new assessed values related to new construction and with the 1% increase, people may see their taxes decrease.

Hagener provided a breakdown of revenue to the city. 32% comes from goods and services. Salaries and benefits is the biggest expense followed by capital projects. Our rate study recommends rate increases to meet a 4% revenue requirement. She explained how this can be achieved in a number of ways.

3. Review of 2017 Rates and Fees

Hagener explained how fees and charges are established.

Bush reported there was a water line break in the city last week. Garlington provided information concerning the problem. The break was called in by a resident. Tree roots had grown between meter boxes and the line. The crew distributed bottled water to the residents in the area. He provided information about testing of water. Friday morning results showed normal. There is a plan to shut down the water and replace the manifold with better materials.

Nelson-Gross addressed additional comments regarding the wifi communications. 18.61.050, Section b, lists preferred locations. The next section, 060, section F, lists all requirements before a facility can be located in a residential space.

Student Liaison Report

Straling reported there are 11 exchange students attending Sequim schools this year some from different countries. October 7 Greywolf will have jog a thon and the homecoming assembly and game is also that day. She invited everyone to the game. Educational programs and operations levy coming up this year. This will pay for salaries and programs.

PUBLIC COMMENTS Please limit comments to 3 minutes. Please see "Public Comments" rules attached.

INFORMATION/COUNCIL QUESTIONS INVITED

PUBLIC HEARINGS (Legislative)

4. Ordinance No. 2016-10 Amending Title 17 for Plat Vacation/Alterations

Mayor Smith read the rules for the public hearings and opened at 6:55 p.m.

Nelson-Gross explained that this provides more direction for staff and the public. We are looking for a recommendation from the Planning Commission and need to allow the SEPA process to be completed. Therefore, we are recommending continuance of the public hearing to October 10.

Mayor Smith asked for speakers. Hearing no response, the public hearing was closed at 7:03 p.m.

MOTION to continue the public hearing until October 10, 2016 on the proposed repeal of sections 17.21.060 and 17.24.170, and adopting a new chapter SMC 17.25 regarding vacation and alteration of binding site plans and subdivisions by Ted Miller; seconded by Candace Pratt. **Carried Unanimously.**

5. Ordinance No. 2016-11 Amending SMC 5.28 "For Hire Vehicles"

The public hearing was opened at 7:04 p.m.

Bush stated this is to streamline the process.

Nelson-Gross added that this was previously discussed with council. Current code requires applicants to have a public hearing before the City Council. The proposed ordinance removes that requirement and requires a registration process through an addendum to the business licensing program through the state. These licenses will be reviewed annually. There was some interest from councilors to modify the requirements for an operator's license.

Chief Dickinson provided information concerning licensing requirements as required by state law. The state receives these applications and has criteria that must be met. Then the police department reviews that applications and finds some of the requirements that are not met. The Police Department used to have unlimited access to the criminal

justice records. He would like to be able to perform background checks on cab drivers but there are limitations as to what can be done. They can check to see if they have a driver's license and check to see if there are any local records.

Nelson-Gross this proposed ordinance sets forth the capability to issue a civil infraction.

T. Miller suggests changing the wording to "criminal" negligent driving.

Nelson-Gross this "for hire" definition is broad enough to encompass Uber drivers.

Chief Dickinson stated that the business owner can require that cab drivers provide them with driving records. The Police Department does have access to Clallam County criminal records. It was recommended that we proceed with the proposed ordinance. However, this will be revisited in the future.

Lake would like to add criteria for selecting drivers along with illuminated taxi signs for future discussion.

Mayor Smith asked for additional speakers. Hearing no response the public hearing was closed at 7:30 p.m.

MOTION to approve Ordinance No. 2016-11 amending SMC 5.28 "for Hire Vehicles" by Candace Pratt; seconded by Ted Miller. **Carried Unanimously.**

CONSENT AGENDA

6. Approve/Acknowledge

- a. City Council Meeting Minutes - September 12, 2016
- b. Claim Voucher Recap Dated 9/26/16 Total Payments \$494,499.57

MOTION to approve the Consent Agenda made by Candace Pratt; seconded by Ted Miller. **Carried Unanimously.**

UNFINISHED BUSINESS

NEW BUSINESS

8. Discuss Proposed Designation as a Tree City

Irvin stated this will go to the October Planning Commission meeting and then to council. We are looking at this designation because we received a crew from the Department of Natural Resources Urban and Community Forestry Program. This crew will assist with urban forestry tasks that enhance the health and function of urban trees and forests. To become a tree city we need to have a designated Tree Board. It is proposed to amend SMC 2.62 and designate the Parks & Rec Board to serve as this

board. Public Works staff members will obtain the certifications necessary to implement this program.

T. Miller is concerned about the \$2 per capita. Irvin responded that we already do that annually. No additional monies would be expended. The Park Board has discussed this. It will now go to the Planning Commission for their recommendation.

GOOD OF THE ORDER

Mayor Smith reported there is neighborhood revitalization project on October 15. Irvin added that we are partnering with Habitat for Humanity and DM Disposal for Rally in the Alley. It will take place in the southwest quadrant from Bell to Pine, Sequim to 5th. Dumpsters will be at 2nd and Bell, City shop, Third Avenue next to Ferrell Gas and on 4th and Pine near Margaret Kirner Park. Residents in the area will be provided the opportunity to bring garbage to these locations. October 6 flyers will be distributed to residents in the area. This will be implemented at other times in other areas of the city.

PUBLIC COMMENTS (Please limit comments to 3 minutes each)

EXECUTIVE SESSION

Mayor Smith announced the next meeting dates of October 10, 2017 (5:00 p.m.); October 17, 2016 (5:00 p.m. - Joint Meeting with Jamestown S'Klallam Tribe); October 24, 2016 (6:00 p.m.)

ADJOURNMENT at 7:45 p.m.

Respectfully submitted,

Karen Kuznek-Reese, MMC
City Clerk

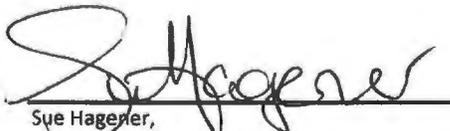
Dennis Smith
Mayor

Minutes approved at a regular Council meeting held on October 10, 2016.

SEQUIM CITY COUNCIL
CONSENT AGENDA RECAP - October 10, 2016

Voucher		Payment		Amount
Number	Date	Type	Detail	
1	9/16/2016 AP Vendor	Check Electronic	Ck 70375 thru Ck 70404	\$ 44,253.57
			E 3875 thru E 3880	\$ 2,017.66
				\$ -
<i>Comments: None</i>			Total	\$ 46,271.23
2	9/22/2016 Payroll	Check Direct Debit Electronic	Ck 70405 thru Ck 70409	\$ 7,778.33
			Count of 74	\$ 135,089.88
			E 3882	\$ 57,553.90
<i>Comments: For Pay Period 09/01/16 - 09/15/16</i>			Total	\$ 200,422.11
3	9/22/2016 PY Liabilities	Check Electronic	Ck 70410 thru Ck 70421	\$ 36,651.37
			E 3883 thru E 3885	\$ 36,468.31
				\$ -
<i>Comments: For Pay Period 09/01/16 - 09/15/16</i>			Total	\$ 73,119.68
4	9/23/2016 Payroll	Check Electronic	Ck 70422	\$ 10,001.73
			E 3886	\$ 6,636.44
				\$ -
<i>Comments: For Pay Period 09/01/16 - 09/15/16</i>			Total	\$ 16,638.17
5	9/23/2016 AP Vendor	Check Electronic Treasury	Ck 70423 thru Ck 70479	\$ 60,000.81
			E 3881	\$ 36.00
			TC 9185 and TC 9186	\$ 539.34
<i>Comments: Voided TC 9183 and TC 9184; Clerical Errors</i>			Total	\$ 60,576.15
6	9/30/2016 Utility Refunds	Check	Ck 70480 thru Ck 70503	\$ 3,630.37
				\$ -
				\$ -
<i>Comments: None</i>			Total	\$ 3,630.37

Finance Certification:


 Sue Hagerer,
 Admin. Svcs. Director

TOTAL PAYMENTS: \$ 400,657.71

SEQUIM CITY COUNCIL AGENDA COVER SHEET

MEETING DATE: October 10, 2016

FROM: Chris Hugo, Director – DCD

CRH
Initials

SUBJECT/ISSUE: Planning Commission Appointment

Discussion dates			
CATEGORY	<input type="checkbox"/> City Manager Report	<input type="checkbox"/> Information Only	Time Needed for Presentation
	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Consent Agenda	
	<input type="checkbox"/> Unfinished Business	<input type="checkbox"/> New Business	
Reviewed by	Initials		Date
Charlie Bush, City Manager	CPB		10/5/16
Karen Kuznek-Reese, City Clerk	Kkr		10/6/16

PROBLEM/ISSUE STATEMENT: There are currently two vacancies on the Planning Commission, one position for a city resident and one for a resident within the Sequim School District (including the city). The Selection Committee is forwarding its recommendation to appoint Ankur Shah to the latter position.

DISCUSSION/ANALYSIS:

Ankur Shah was raised in Sequim and recently returned two years ago to enjoy Sequim’s quality-of-life and “contribute to my local community in whatever way I can.” By chance, the city Economic Development Team (Charlie, Joe, Barbara Hanna and Chris Hugo) first met Ankur in early September for a discussion with several tech professionals who work remotely as a part of dispersed national and international work groups. The Team was impressed with Ankur’s enthusiasm for Sequim and his global perspective on where employment can grow today and in the future. It was by great fortune that an announcement of the vacancy forwarded by staff to the School District Administration ended up in Ankur’s hands within hours via a teacher-acquaintance.

The Selection Committee finds that Ankur will contribute perspectives on lifestyles, employment, urban development, and the dynamic of change that are valuable to the Commission's work. His application with curriculum vitae is attached.

RECOMMENDATION: The Selection Committee for appointments to the Planning Commission highly recommends that Ankur Shah be appointed to the vacant position held by a resident within the Sequim School District.

SEQUIM CITY COUNCIL AGENDA COVER SHEET

MEETING DATE: October 10, 2016

FROM: Charlie Bush, City Manager CPB
initials

SUBJECT/ISSUE: 2017 Budget Overview – Department Budgets (Part I)

Discussion dates	06/27/16 Kick-Off	08/08/16 Council Goals Work Plan	09/26/16	
CATEGORY	<input type="checkbox"/> City Manager Report	<input type="checkbox"/> Information Only	Time Needed for Presentation 15 min	
	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Consent Agenda		
	<input checked="" type="checkbox"/> Unfinished Business	<input type="checkbox"/> New Business		
Reviewed by			Initials	Date
Sue Hagener, Administrative Services Director			SH	10/5/16

PROBLEM/ISSUE STATEMENT:

Per RCW 35A.33 - Budgets in Code Cities, the City Manager is required to present to the Council the Proposed 2017 Budget by November 1, 2016. This is the 2nd Council presentation on the topic.

LIST OF ATTACHMENTS:

1. 2017 Budget – Department Budgets (Part I)

DISCUSSION/ANALYSIS:

The presentation gives an overview of the City Wide City Manager 2016 Proposed Budget. The anticipated schedule of budget meetings is:

- October 10 and 24, 2016 – Review Departmental Budgets
- November 14, 2016 – Public Hearing
- November 28, 2016 – Final Hearing and Adoption

FINANCIAL IMPLICATIONS: When adopted, this will establish the budget for 2017.

RECOMMENDATION: For discussion purposes only.

City Manager Proposed 2017 Budget



October 10, 2016

2017 Budget Review & Adoption

- Sept 26: Transmittal of Proposed Budget to City Clerk
- Sept 26: Presentation on Overall Proposed Budget
- Oct 10: Presentation of Department Budgets
- Oct 26: Presentation of Department and Capital Project Budgets
- Nov 14: Public Hearings on Revenues and the Budget - First Reading of Ordinance to Adopt 2017 Budget
- Nov 28: Continued Public Hearings - Second Reading of Ordinance for the City Council to Adopt the 2016 Budget

2017 Budget by Function

- City Council
- City Administration
- Administrative Services
- Community Development Services
- Police
- Public Works (October 24)

City Council

- Budget \$49.3k
 - Staff: 7 Council Members
 - Decrease \$3.6k (7%)
 - (Slight increase in salaries and decrease in elections and retreat expenses)
- Short-Term Priorities (1 – 2 years)
 - Fund and carry out the transportation plan
 - Develop a solid waste plan
 - Encourage regional cooperation for common interests
 - Partner with non-profits and the faith community to help the homeless community
 - Develop an economic development plan specific to Sequim
 - Complete improvements to the Guy Cole Convention Center, reopen for rental, and seek further funding for additional improvements
 - Take short-term emergency preparedness measures
 - Create a plan for neighborhood improvements
 - Develop a crime prevention strategy

City Manager

- Budget \$328k
 - Staff: 2 FTE
 - Increase \$84k (34%) – Reallocate resources from other Depts toward City-wide initiatives
(e.g., Org Development, Council Goal work plan, ECO DEVO, HR and DCD Management...)

■ 2017 Key Goals

- Accomplish the City Council's adopted priorities.
- Propose a balanced and sustainable long-range financial plan.
- Implement the transition to develop an effective Senior Management Team.
- Enhance Organizational Development City-wide.
- Provide administrative support to the organization through implementation of an Administrative Pool.
- Provide oversight of the Human Resources function and DCD (upon retirement).
- Parks planning and management.

City Clerk

- Budget \$208k
 - Staff: 2 FTE
 - Decrease \$15k (7%) – Salary/Benefits due to retirement

■ 2017 Key Goals

- Continue to digitize the City's paper records increasing accessibility for staff and public and reducing storage needs
- Develop a city-wide electronic records file structure and policy
- Work with the City Arts Advisory Commission to implement those items outlined in their Annual Report increasing awareness of arts and culture in the community
- Implement new software to increase efficiencies in departmental functions

Arts & Culture

- Budget \$50k
 - Staff: 0 FTE
 - Increase \$27k (119%) – Arts Programs

- 2017 Key Goals
 - Implement those programs identified in the 2016 annual report such as rotating art exhibits, wearable trashion show
 - Create or support activities and events that will contribute to a greater quality of life and provide increased community support and involvement

City Attorney/Criminal Prosecution

- City Attorney Budget \$182K
 - Staff 1.5 FTE
 - Increase \$17k (10%) – Reallocate staff from Prosecution
- Criminal Prosecution Budget \$326k
 - Staff: 0 FTE
 - Decrease \$117k (26%) – Reallocate staff to PD and City Attorney Office
- 2017 Key Goals
 - *Civil Legal Matters*
 - Continue to update our Sequim Municipal Code to correct inefficiencies, regulatory gaps, changes in the law, and general housekeeping
 - Collaborate with other departments/agencies for long-term solutions for socio-legal problems such as code enforcement, homelessness, water/storm water issues,
 - Integrating certain Human Resources responsibilities into the City Attorney's Office
 - Transition of new City Attorney
 - *Criminal Prosecution Services*
 - Continue to monitor the effectiveness of our contract for Criminal Justice Services with Clallam County

Communications/Hotel/Motel

- Communications \$74K
 - Staff .5 FTE
 - Increase \$14k (25%) – Salaries/benefits/training
- Hotel/Motel Budget \$277k
 - Staff: .5 FTE
 - Decrease \$43k (13%) – Transfers out for Guy Cole
- 2017 Key Goals
 - *Communications*
 - Take on a larger role in Organizational Development by supporting the City's move towards becoming a High Performance Organization
 - Continue to focus on emergency management preparation.
 - Continue to develop social media resources as a communications tool for Sequim citizens.
 - *Hotel/Motel*
 - Tourism web-site
 - Support of Merchant's Group

Human Resources

- Budget \$137K
 - Staff 1.02 FTE
 - Decrease \$74k (35%) – Reduction in Staffing levels

- 2017 Key Goals
 - Manage several recruitments and succession planning projects related to pending department head level retirements
 - Continue to provide legal compliance and employee training support
 - Partner with Administrative Services to continue monitoring all employee benefit plans and costs, including the potential legal and financial impacts of the Affordable Care Act
 - Continue to coordinate closely with Administrative Services in sharing staff support of Payroll Administrator/HR Specialist in safety records, workers compensation and several other city-wide programs

Administrative Services

Finance and Information Technology

- Budget \$1.349ml
 - Staff 9.5 FTE
 - Increase \$93k (7%) – Salaries/benefits, Maintenance of new IT Systems, Transfers to Equipment Reserve

- 2017 Key Goals
 - Support Work Plans for key Council Goals
 - Upgrade Microsoft Exchange Server with integration of a Microsoft SharePoint installation
 - Upgrade all Windows Servers to 2012 R2
 - Replace SonicWALL Email Security appliance with a Barracuda or equivalent appliance
 - Migrate Civic Center non-police security cameras to Barracuda IP gateway
 - Install Council Chambers streaming video to integrate with Granicus system
 - Continue with the IT Steering Committee to assist in the development of a 5-year technology plan, and provide an orderly process to recommend the best allocation of technology resources

Administrative Services

Non-Departmental

- Budget \$1.129ml
 - Staff 0 FTE
 - Increase \$87k (8%) – Insurance Premiums and Transfers to Street Operations

- 2017 Key Goals
 - Maintain positive reviews by AWC Risk Management Service Agency (RMSA)
 - Support City-wide employee safety efforts
 - Review and coordinate community investments
 - Manage the use of contingency funds
 - Manage transfers

Administrative Services

Real Estate Excise Tax (REET)

- Budget \$495k
 - Staff 0 FTE
 - Increase \$155k (46%) – Transfers out to Parks and Capital Facilities

■ 2017 Key Goals

- Record and manage REET as required

Revenues for 2017 are budgeted at \$316k based on the assumption of a percolating economy with slight growth. Expenses are budgeted at \$495k and consist of transfers to other funds to support budgeted or future projects as follows:

- \$20k to Capital Facility Projects for Civic Center improvements (if needed)
- \$25k to Street Projects
- \$75k to Civic Center LTGO Debt Service
- \$375k to Parks Projects including Pickleball Courts, an access road to Carrie Blake Park and Little League facility improvements

Administrative Services

2017 Equipment Reserve

- Revenues Increase \$133k (34%)
 - Transfers in from General Fund and Streets
- Budget \$432k, Staff 0.0 FTE
 - Decrease \$8k (2%)
 - 3 Police Cars
 - IT Upgrades
 - PW Equipment
- Increased Ending Fund Balance by \$100k
 - At 58% of Fund Balance Requirement by 2018
 - At 139% of Fund balance Requirement by 2019

Administrative Services

General Obligation Debt Service

- Budget \$660k

- Staff 0.0 FTE
- Flat with 2016

- Sources of funds for debt service:

(doesn't factor in revenues above expectations like 2016 mid-year budget amends)

Source	2016	2017
Public Safety Tax	\$245k	\$245k
REET transfer	\$75k	\$75k
Available Office Rent	\$200k	\$200k
General Fund Budget Capacity	\$145k	\$145k
Total	\$665k	\$665k

Administrative Services

Capital Facilities

- Budget \$125k
 - Staff 0 FTE
 - Decrease \$942k (88%)
 - Assumes Guy Cole and Civic Center payments and transfers are complete

- 2017 Key Goals
 - Account for and monitor capital facility projects

\$20k for Civic Center Improvements

\$68k for Shop Property Improvements

Department of Community Development

- Revenues Consistent with 2016 Activity
- Budget \$411k
 - Staff 3.75 FTE
 - Decrease \$133k (25%)
 - Reduction in Salary/Benefits due to Retirement
 - New DCD Specialist
 - Movement of Code Compliance to PD
 - Movement of partial FTE to Admin. Pool
- 2017 Key Goals
 - Complete regional growth planning.
 - Assist city renegotiation of current Service Extension Review Process (SERP) to a broader Urban Growth Area Management Agreement (UGAMA)
 - Enhance permit intake lobby and refinements to the new permit software
 - Continue to implement permit process improvements discovered during Lean Academy.
 - Finalize updates to development regulations for consistency with new Comprehensive Plan.
 - Comp Plan Amendments

Police Department

- Revenues Decreased \$36k (6%) (County Contract)
- Budget \$3.2ml
 - Staff 23.62 FTE
 - Increased \$333k (12%)
 - Increase Salary/Benefits by \$195k
 - Movement of SRO back into General Fund
 - Movement of Code Enforcement (From DCD) and Legal Assistant to PD
 - Increase Transfers out Equipment Reserve
- 2017 Key Goals
 - Continue implementation of a dedicated School Resource Officer
 - Continue completion of outfitting the Emergency Operations Center and emphasize training and preparedness of City staff
 - Restore Crime Prevention services
 - Positively impact the backlog of duties being performed by Support Services with the addition of .5 FTE from the Legal Department

Police Restricted and Asset Seizure

- Revenues Decreased \$68k (16%) (SRO Related Revenues)
- Budget \$356k
 - Staff 0.00 FTE
 - Decrease \$95k (12%)
 - Movement of SRO back into General Fund
- 2017 Key Goals
 - Continue to utilize donated funds for dedicated purposes (K-9, Project Lifesaver, Emergency Human Services, Child Car Seat Safety)
 - Asset Seizure funds typically applied toward officer safety and equipment
 - Transfer available Public Safety Tax to Debt Service

Next Steps

Questions

SEQUIM CITY COUNCIL AGENDA COVER SHEET

MEETING DATE: **October 10, 2016**

FROM: Joseph D. Irvin, AICP
Assistant to the City Manager

JDI
Initials

SUBJECT/ISSUE: **Guy Cole Update**

Discussion dates	March 28, 2016 – CC	June 27, 2016 – CC	
CATEGORY	<input type="checkbox"/> City Manager Report	<input type="checkbox"/> Information Only	Time Needed for Presentation
	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Consent Agenda	
	<input checked="" type="checkbox"/> Unfinished Business	<input type="checkbox"/> New Business	
Reviewed by			Date
Charlie Bush, City Manager	CPB		10/5/16
David Garlington, Public Works Director	dmg		10/6/16

PROBLEM/ISSUE STATEMENT:

Staff is presenting this update to City Council as an update on the project details and schedule for the Guy Cole Center Revitalization project.

ATTACHMENTS:

None.

DISCUSSION/ANALYSIS:

Staff published a Request for Proposals on Friday, October 7, 2016 and will open sealed bids from eligible general contractors on Friday, November 4, 2016 with the intent to award the contract at the City Council's November 14, 2016 meeting.

Again, the elements of the project will include window and exterior door replacement, complete bathroom remodel, painting the entire interior and exterior, and installation of a new roof. Specifically, this project includes the replacement of exterior windows/doors and framework with vinyl casement windows/doors. The following items will be demolished, removed and replaced as part of this project: baseboard, door and window trim, exterior lighting, sounding board on interior walls, old wooden stage demolished inside, removal of curtains, replace curtains with horizontal blinds, repair soffit ventilation, install new bathroom mirrors and toilet fixtures along with sinks. We will be painting the entire interior of the building. The exterior will be painted as well. Additionally, the work will include the removal of existing composite roofing and will include the replacement with metal roof panels. New carpet flooring throughout the building will be installed and an entire dropped ceiling with a t-bar system will be installed to accommodate new lighting.

It is anticipated that all of the aforementioned work will be completed by March 31, 2017. Staff has also started to develop a scope for Phase Two of the Guy Cole remodel which will include a complete rebuild and remodel to the kitchen, including the addition of a full functioning scullery. Additionally, Phase Two will include an addition to the north and east sides of the building for storage purposes. It is staff's recommendation that the next phase hire at the beginning of the

process an architect to develop the specifications for all of the project components. The architect would be able to create the plans and specifications that could be used for bid purposes. Staff is also looking to secure additional funding for Phase Two.

FINANCIAL IMPLICATIONS:

This phase of the Guy Cole Center Revitalization Project will not exceed \$436,500 and the city will be reimbursed for all project expenditures up to that amount.

RECOMMENDATION:

No recommendation from staff is presented to City Council at this time, as staff is only providing an update on the project details and schedule.

MOTION:

No motion required.

SEQUIM CITY COUNCIL AGENDA COVER SHEET

MEETING DATE: **October 10, 2016**

FROM: Joseph D. Irvin, AICP
Assistant to the City Manager

_____ JDI
Initials

SUBJECT/ISSUE: **Approve Grant Contract for Guy Cole Remodel**

Discussion dates	March 28, 2016 – CC June 27, 2016 – CC			
CATEGORY	<input type="checkbox"/> City Manager Report	<input type="checkbox"/> Information Only	Time Needed for Presentation	
	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Consent Agenda		
	<input type="checkbox"/> Unfinished Business	<input checked="" type="checkbox"/> New Business		
Reviewed by		Initials	Date	
Charlie Bush, City Manager		CPB	10/5/16	
Sue Hagener, Administrative Services Director		sh	10/5/16	
Kristina Nelson-Gross, City Attorney				
David Garlington, Public Works Director		dmg	10/5/16	

PROBLEM/ISSUE STATEMENT:

The City of Sequim was successful in receiving a \$450,000 appropriation as part of the 2015-2016 Washington State Capital Budget for the Guy Cole Center Revitalization Project. The Department of Commerce is administering the grant and will retain three-percent (\$13,500) making the City's net grant award \$436,500. The attached contract must be signed in order for the City to receive reimbursed payment for the expenditures related to the Guy Cole Center Revitalization Project.

ATTACHMENTS:

1. Department of Commerce grant contract No. 16-93205-041

DISCUSSION/ANALYSIS:

Funds from this grant shall be used for the Guy Cole Center Revitalization Project. Elements of the project will include window and exterior door replacement, complete bathroom remodel, painting the entire interior and exterior, and installation of a new roof. Specifically, this project includes the replacement of exterior windows/doors and framework with vinyl casement windows/doors. The following items will be demolished, removed and replaced as part of this project: baseboard, door and window trim, exterior lighting, sounding board on interior walls, old wooden stage demolished inside, removal of curtains, replace curtains with horizontal blinds, repair soffit ventilation, install new bathroom mirrors and toilet fixtures along with sinks. We will be painting the entire interior of the building. The exterior will be painted as well. Additionally, the work will include the removal of existing composite roofing and will include the replacement with metal roof panels. New flooring throughout the building will be installed and an entire dropped ceiling with a t-bar system will be installed to accommodate new lighting.

FINANCIAL IMPLICATIONS:

This phase of the Guy Cole Center Revitalization Project will not exceed \$436,500 and the city will be reimbursed for all project expenditures up to that amount.

RECOMMENDATION:

Staff recommends City Council approve the contract and authorize the City Manager to sign the Department of Commerce grant No. 16-93205-041.

MOTION:

I move to authorize the City Manager to sign the Department of Commerce grant contract No. 16-93205-041.



Department of Commerce

Grant to

City of Sequim

through

The Local and Community Projects 2016 Program

For

Guy Cole Center Revitalization – Renovation of a
community facility

Start date:

July 1, 2015

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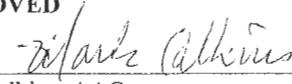
Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;
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FACE SHEET

Attachment 1

Grant Number: 16-93205-041

Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit

1. GRANTEE City of Sequim 152 West Cedar Sequim, Washington 98382		2. GRANTEE Doing Business As (optional)	
3. Grantee Representative Sue Hagener Administrative Services Director (360) 681-3426 shagener@sequimwa.gov		4. COMMERCE Representative Eric Tompkins Project Manager (360) 725-2924 Fax 360-586-5880 eric.tompkins@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$436,500.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2015	8. End Date 6/30/2019
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # 91-6001502	11. SWV # SWV0002070-01	12. UBI # 055 000 001	13. DUNS # N/A
14. Grant Purpose The outcome of this performance-based contract is for the Guy Cole Center Revitalization Project for the City of Sequim as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.			
FOR GRANTEE _____ Charles Bush, City Manager _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director _____ Date APPROVED  _____ Mark Calkins, AAG _____ Date 09-27-16	

**SPECIAL TERMS AND CONDITIONS
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THIS CONTRACT, entered into by and between City of Sequim (a unit of local government) hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2015, 3rd Special Session, Chapter 3, Section 1040, made an appropriation to support the Local and Community Projects 2016 Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

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

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

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

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$436,500.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

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- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

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6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.

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Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

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

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

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

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

9. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or

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issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (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 pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, 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.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

10. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

11. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as

**SPECIAL TERMS AND CONDITIONS
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implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

12. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

13. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture provision).

14. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

15. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment

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under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.

- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

16. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

17. HISTORICAL AND CULTURAL ARTIFACTS

In the event that historical or cultural artifacts are discovered at the Project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

18. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2017 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

19. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture all funds disbursed under the Grant, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 25 of the General Terms and Conditions.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The GRANTEE 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.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. AUDIT

A. General Requirements

GRANTEE's are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.

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- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

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

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

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12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE 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. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, 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 Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**GENERAL TERMS AND CONDITIONS
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14. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE

This Grant 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 the Superior Court for Thurston County.

16. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

18. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

19. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

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- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17a RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

20. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative’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 Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

23. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE’s name is mentioned, or language used from which the connection with the state of Washington’s or COMMERCE’s name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

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Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE 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 Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, 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.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Grant 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 Grant.

31. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the

**GENERAL TERMS AND CONDITIONS
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GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

33. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (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 COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

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

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

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- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

39. WAIVER

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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Funds from this grant shall be used for the Guy Cole Center Revitalization Project located at 202 N. Blake Avenue in Sequim, WA for the City of Sequim. Elements of the project will include, but not necessarily be limited to, window and exterior door replacement, complete bathroom remodel, painting the entire interior and exterior, and installation of a new roof.

An outcome of the Guy Cole Center Revitalization Project will result in a remodeled community facility for the City of Sequim. The project is scheduled to be completed by September 2017.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Construction	\$428,500.00
Architecture and Engineering	\$4,250.00
Permits and Fees	\$3,750.00
Total Contracted Amount:	\$436,500.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
Total Non-State Funds	\$0.00	\$0.00
State Funds		
State Capital Budget	\$436,500.00	\$436,500.00
Total Non-State and State Sources		\$436,500.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of July 1, 2015, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

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**Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

NOT APPLICABLE

NOT A SITE