

TOWN COUNCIL AGENDA
November 14, 2016 7:00 PM

- I. **Opening Ceremonies**
 - A. Call Meeting to Order
 - B. Pledge of Allegiance
 - C. Roll Call
- II. **Public Participation:** None
- III. **Events Application:** None
- IV. **Special presentations:**
 - A. Public Safety
 - i. October 2017 Incident Report (page 1)
 - B. CRH Engineering
 - i. Bianchi Construction, Park and Ride FINAL Pay Request (pages 2-5)
- V. **Consent Agenda:**
 - A. Town Council Workshop Minutes – October 15, 2016 (pages 6-7)
 - B. Town Council Minutes – October 24, 2016 (pages 8-12)
 - C. Voided Checks #2955-#2962 (pages 13-21)
 - D. Approval of Claims Checks
 - E. Approval of Payroll Checks
- VI. **Public Hearings:**
 - A. 2017 Property Taxes, Resolution #2016-17 (pages 22-24)
 - B. 1st Hearing - 2017 Budget (No Action) (pages 25-29)
 - Fire Chief Salary
- VII. **Old Business:**
 - A. Ordinance #760 – Amend CMC 2.04.10 Council Meeting Times (page 30)
- VIII. **New Business:**
 - A. Agreement – Skagit County Senior Services (pages 31-35)
 - B. Airport Lease Transfer Request Lots #39 and #40 – Moore to Smith (pages 36-57)
 - C. Airport Lease Lot #22 – Returned Lease by Museum – New Lease to Drew Jenkins (pages 58-65)
 - D. Possible Addition of Vision Coverage to Health Insurance (pages 66-67)
 - E. Main Street Project – Utility Design Amendment #1 (pages 68-69)
 - F. Utility Account – 7257 B Avenue – Lien and Bankruptcy (pages 70-81)
- IX. **Discussion Items:**
- X. **Reports**
 - A. Council Reports
 - i. Airport - Council Member, Mike Bartel
 - ii. Parks - Council Member, Marla Reed
 - iii. Community Garden – Council Member, Mike Bartel
 - iv. HPLC - Representative, Council Member, Ginger Kyritsis
 - v. Health Care – Council Member, Ginger Kyritsis
 - vi. Economic Development Commission – Council Members, Ginger Kyritsis
 - B. Department Reports
 - i. Planning/Historical Preservation – Marianne Manville-Ailles
 - ii. Admin/Finance - Andrea Fichter, Clerk-Treasurer
 - iii. Public Works - Alan Wilkins, Public Works Director
 - C. Mayors Report
 - i. Imagine Concrete
- XI. **Announcements:**
- XII. **Executive Session** (*if necessary*)
- XIII. **Adjournment**

Town of Concrete
Sheriff's Office Activity Report
October 2016



During the month of **October**, East Detachment Deputies responded to **65** calls for service within the town limits of Concrete. Reported calls included:

1	911 Hangup
1	Agency Assist
0	Aid/Med
3	Alarm
1	Burglary
1	Child Abuse
7	Civil
1	Custodial Interference
1	Death
1	Disorderly
6	Domestic Disturbance
1	Eluding
1	Fireworks
1	Found Property
7	Information Complaint
1	Juvenile
1	Lost Property
2	Malicious Mischief
2	Mental
1	Motor Vehicle Accident
1	Missing Person
1	Phone Harassment
1	Prowler
2	Removal
2	Stolen Bicycle
2	Suspicious Circumstances
3	Theft
2	Threatening
2	Trespassing
4	Traffic Complaint/Enforcement/Hazard
4	Warrant
1	Welfare Check

Sgt. Chris Kading

PROGRESS PAYMENT

Prepared by: **CRH ENGINEERING, PLLC**
 817 Mercatoff Street, Suite 207
 Sedro-Woolley, WA 98284
 360-855-2333 ext. 207

Project Name: Silo Park - Park and Ride Improvements
WSDOT No.: GC82248
Agency: Town of Concrete
 45672 Main Street
 Concrete, WA 98273

Contractor: Bianchi Construction
 873 Hinotes Court B-1
 Lynden, WA 98264

Progress Payment: 6 -FINAL-
Date: 11/8/2016
Pay Period: Sept 27 to Oct. 26

Item No.	Item Description	Estimated		Unit Bid Price	Total Bid		Previously Paid		This Period		Total to Date		Balance	
		Quantity	Unit		Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Percent
1	Mobilization	1	LS	\$ 26,000.00	\$ 26,000.00	1.00	\$26,000.00	\$0.00	\$0.00	1.00	\$26,000.00	100.00%	\$0.00	
2	SPCC Plan	1	LS	\$ 325.00	\$325.00	1.00	\$325.00	\$0.00	\$0.00	1.00	\$325.00	100.00%	\$0.00	
3	Project Temporary Traffic Control	1	LS	\$ 650.00	\$650.00	1.00	\$650.00	\$0.00	\$0.00	1.00	\$650.00	100.00%	\$0.00	
4	Clearing and Grubbing	1	LS	\$ 3,250.00	\$3,250.00	1.00	\$3,250.00	\$0.00	\$0.00	1.00	\$3,250.00	100.00%	\$0.00	
5	Removal of Structures and Obstruction	1	LS	\$ 650.00	\$650.00	1.00	\$650.00	\$0.00	\$0.00	1.00	\$650.00	100.00%	\$0.00	
6	Sawcut ACP	2,500	LF-IN	\$ 3.90	\$9,750.00	3170.00	\$12,363.00	\$0.00	\$0.00	3170.00	\$12,363.00	126.80%	(\$2,613.00)	
7	Sawcut PCC	32	LF-IN	\$ 5.20	\$166.40	36.00	\$187.20	\$0.00	\$0.00	36.00	\$187.20	112.50%	(\$20.80)	
8	Roadway Excavation Including Haul	500	CY	\$ 19.50	\$9,750.00	500.00	\$9,750.00	\$0.00	\$0.00	500.00	\$9,750.00	100.00%	\$0.00	
9	Water	5	MGAL	\$ 130.00	\$650.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	\$650.00	
10	Construction Geotextile for Separation	775	SY	\$ 0.91	\$705.25	824.00	\$749.84	\$0.00	\$0.00	824.00	\$749.84	106.32%	(\$44.59)	
11	Construction Geogrid for Soil Stabilization	3,000	SY	\$ 1.81	\$5,430.00	2114.00	\$3,826.34	\$0.00	\$0.00	2114.00	\$3,826.34	70.47%	\$1,603.66	
12	Gravel Base	6,450	TON	\$ 10.01	\$64,564.50	7732.07	\$77,398.02	\$0.00	\$0.00	7732.07	\$77,398.02	119.88%	(\$12,833.52)	
13	Crushed Surfacing Top Course	375	TON	\$ 42.32	\$15,870.00	476.50	\$20,165.48	\$0.00	\$0.00	476.50	\$20,165.48	127.07%	(\$4,295.48)	
14	HMA Cl. 1/2" PG 64-22	160	TON	\$ 133.90	\$21,424.00	351.80	\$47,106.02	\$0.00	\$0.00	351.80	\$47,106.02	219.88%	(\$25,682.02)	
15	HMA For Pavement Repair Cl. 1/2 PG 64-22	39	TON	\$ 204.10	\$7,959.90	5.97	\$1,218.48	\$0.00	\$0.00	5.97	\$1,218.48	15.31%	\$6,741.42	
16	Bicycle Rack	1	LS	\$ 7,150.00	\$7,150.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	\$7,150.00	
17	Washed Rock for Underground Detention	215	CY	\$ 18.14	\$3,900.10	264.40	\$4,796.22	\$0.00	\$0.00	264.40	\$4,796.22	122.98%	(\$896.12)	
18	Flow Dispersal Trench	50	LF	\$ 65.00	\$3,250.00	50.00	\$3,250.00	\$0.00	\$0.00	50.00	\$3,250.00	100.00%	\$0.00	
19	Infiltration Header	45	LF	\$ 18.20	\$819.00	45.00	\$819.00	\$0.00	\$0.00	45.00	\$819.00	100.00%	\$0.00	
20	Underdrain Pipe 6 In Diameter	30	LF	\$ 3.90	\$117.00	30.00	\$117.00	\$0.00	\$0.00	30.00	\$117.00	100.00%	\$0.00	
21	Underdrain Pipe 8 In Diameter	550	LF	\$ 4.68	\$2,574.00	550.00	\$2,574.00	\$0.00	\$0.00	550.00	\$2,574.00	100.00%	\$0.00	
22	Corrugated Polyethylene Storm Sewer Pipe 8-inch Diam.	250	LF	\$ 5.14	\$1,285.00	239.00	\$1,228.46	\$0.00	\$0.00	239.00	\$1,228.46	95.60%	\$56.54	
23	Yard Drain	2	EA	\$ 491.40	\$982.80	2.00	\$982.80	\$0.00	\$0.00	2.00	\$982.80	100.00%	\$0.00	
24	Catch Basin Type I	4	EA	\$ 455.00	\$1,820.00	3.00	\$1,365.00	\$0.00	\$0.00	3.00	\$1,365.00	75.00%	\$455.00	
25	Catch Basin Type 2, 48 In. Diam. (Overflow)	1	EA	\$ 2,860.00	\$2,860.00	1.00	\$2,860.00	\$0.00	\$0.00	1.00	\$2,860.00	100.00%	\$0.00	
26	PVC Pipe for Water Main 8 In. Diam.	125	LF	\$ 16.74	\$2,092.50	124.00	\$2,075.76	\$0.00	\$0.00	124.00	\$2,075.76	99.20%	\$16.74	
27	Connect to Existing Water Main	1	EA	\$ 2,600.00	\$2,600.00	1.00	\$2,600.00	\$0.00	\$0.00	1.00	\$2,600.00	100.00%	\$0.00	
28	Gate Valve 8 In.	1	EA	\$ 1,138.00	\$1,138.00	1.00	\$1,138.00	\$0.00	\$0.00	1.00	\$1,138.00	100.00%	\$0.00	
29	Hydrant Assembly	1	EA	\$ 3,640.00	\$3,640.00	1.00	\$3,640.00	\$0.00	\$0.00	1.00	\$3,640.00	100.00%	\$0.00	
30	Storm Sewer Infiltration Cleanout	10	EA	\$ 390.00	\$3,900.00	10.00	\$3,900.00	\$0.00	\$0.00	10.00	\$3,900.00	100.00%	\$0.00	
31	ESC Lead	40	DAY	\$ 65.00	\$2,600.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	\$2,600.00	
32	Street Cleaning	30	HR	\$ 260.00	\$7,800.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	\$7,800.00	
33	Inlet Protection	7	EA	\$ 78.00	\$546.00	5.00	\$390.00	\$0.00	\$0.00	5.00	\$390.00	71.43%	\$156.00	
34	Stabilized Construction Entrance	190	SY	\$ 13.00	\$2,470.00	222.00	\$2,886.00	\$0.00	\$0.00	222.00	\$2,886.00	116.84%	(\$416.00)	
35	Silt Fence	250	LF	\$ 2.60	\$650.00	247.00	\$642.20	\$0.00	\$0.00	247.00	\$642.20	98.80%	\$7.80	
36	High Visibility Fence	450	LF	\$ 0.39	\$175.50	384.00	\$149.76	\$0.00	\$0.00	384.00	\$149.76	85.33%	\$25.74	
37	Erosion/Water Pollution Control	1	EST	\$ 1,000.00	\$1,000.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	\$1,000.00	
38	Topsoil Type A	250	CY	\$ 58.50	\$14,625.00	196.00	\$11,466.00	\$0.00	\$0.00	196.00	\$11,466.00	78.40%	\$3,159.00	
39	Seeded Lawn Installation	2,020	SY	\$ 0.98	\$1,979.60	1212.00	\$1,187.76	\$0.00	\$0.00	1212.00	\$1,187.76	60.00%	\$791.84	
40	Soil Installation	230	SY	\$ 13.00	\$2,990.00	230.00	\$2,990.00	\$0.00	\$0.00	230.00	\$2,990.00	100.00%	\$0.00	
41	Amended Soils	55	CY	\$ 45.50	\$2,502.50	55.00	\$2,502.50	\$0.00	\$0.00	55.00	\$2,502.50	100.00%	\$0.00	
42	Raingarden Plantings	42	LS	\$ 4,810.00	\$4,810.00	0.75	\$3,607.50	\$0.00	\$0.00	0.75	\$3,607.50	90.00%	\$481.00	
43	Bark Mulch	15	CY	\$ 58.50	\$877.50	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	\$877.50	
44	Cement Concrete Traffic Curb and Gutter	855	LF	\$ 29.25	\$25,008.75	820.30	\$23,993.78	\$0.00	\$0.00	820.30	\$23,993.78	95.94%	\$1,014.97	
45	Cement Concrete Pedestrian Curb	160	LF	\$ 29.25	\$4,680.00	92.10	\$2,693.93	\$0.00	\$0.00	92.10	\$2,693.93	57.56%	\$1,986.07	
46	Extruded Curb	825	LF	\$ 8.84	\$7,293.00	990.00	\$8,751.60	\$0.00	\$0.00	990.00	\$8,751.60	120.00%	(\$1,458.60)	

PROGRESS PAYMENT

PROJECT: SILO PARK - PARK AND RIDE IMPROVEMENTS
WSDOT #: GCB2248

AGENCY: Town of Concrete
ADDRESS: 45672 Main Street
 Concrete, WA 98273

CONTRACTOR: Bianchi Construction
ADDRESS: 873 Hinotes Court B-1
 Lynden, WA 98264

TOTAL AMOUNT EARNED TO DATE:	
Total Work this Estimate	\$417,622.34
Materials Stored this Estimate	\$1,929.34
Bond or Retainage to Date:	\$0.00
Sales Tax to Date at 8.5%	\$20,768.03
Less Estimates Previously Paid	\$2,261.65
	\$415,693.00

PROGRESS PAYEMENT: 6 -FINAL-
DATE 11/8/2016
PAY PERIOD: Sept 27 to Oct. 26

TOTAL AMOUNT DUE THIS PAYMENT: \$1,832.87

PAYMENT CERTIFICATIONS

Cody R. Hart, P.E. (Project Manager)
 CRH Engineering
 (Project Representative)

Jason Miller (Mayor)
 Town of Concrete
 (Contracting Officer)

Brian Bianchi, (Project Manager)
 Bianchi Construction
 (Contractors Duly Authorized Representative)

Certification of the Contractor or Duly Authorized Representative
 I, the above signed and as a duly authorized representative of **Bianchi Construction**, confirm that according to the best of my knowledge and belief, certify that all items and amounts indicated on this progress payment; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the **Town of Concrete and Bianchi Construction**, for the **Silo Park - Park and Ride Improvements Project**, and duly authorized deviations, substitutions, alterations, and additions; that the amounts indicated in this progress payment are a true and correct statement of the Contract Account up to and including the last day of the period covered by this progress payment, and that no part of the "Amount Due This Payment" has been received. I further certify that all just and lawful bills against **Bianchi Construction** and our subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Certificate of Authorized Project Representative and of Contracting Officer
 Each of us certifies that he/she has checked and verified this Periodic Estimate, that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants, and that such work has been performed or supplied in accordance with the drawings and specifications, the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved. We, therefore, approve as the "Amount Due this Payment" the amount indicated above.



**Town of Concrete
Workshop: Budget Workshop
October 15, 2016**

8:00 a.m. Mayor Miller called the meeting to order.

Council Members Present: Rob Thomas, Corey Ruiz, Mike Bartel, Marla Reed and Ginger Kyritsis.

Staff Present: Public Works Director Alan Wilkins and Clerk Treasurer Andrea Fichter.

Signed In: None.

Agenda Item: Review 2017 Proposed Budget: Andrea stated that all of the items, the salaries and benefits and the utility rates and fees previously discussed have been incorporated into the proposed budget. She asked that the council please review the proposed budget and let her know if there were any questions on certain line items.

Rob Thomas asked about some of the proposed budget numbers that have changed dramatically for this year versus last year. Andrea Fichter explained the newly developed cost allocation plan with how the salaries are distributed, as well as operational expenditures that are distributed throughout multiple funds are based on different percentages than in previous years.

Mayor Miller asked if the budgeted amount for law enforcement will change. Andrea stated that she has not heard back from the Sheriff on definite numbers for this, but was told the town could expect the same rate of increase as in previous years. She stated the proposed amount may increase, but that it would not change the overall budgeted amount for this fund.

Marla Reed asked about the cherry trees at Veterans Park and how she thought this was being paid for by the people requesting them. Andrea Fichter stated there is also a revenue number for these, but that the line item she is looking at is the expenditure side.

Rob Thomas asked who the town's medical insurance is through. Andrea Fichter stated the town pays the premiums to AWC, but the actual insurance is Regence.

Marla Reed brought up the fee associated with the request to transfer a lease at the airport. Discussion ensued on the amount that is currently charged and that she believed this amount should be much higher. It was the consensus of the council to increase this fee to \$500.00 per lease request. It was stated the annual lease amounts will be discussed at the end of 2019 for the 2020 budget and that these amounts should also be increased.

Review Financial Management Draft Policies: Andrea reported on the draft policies. She stated there is a lot of information in these documents. She stated this will be beneficial to both staff and the council so there is clear guidance on the financial plan for the town.

She stated a procurement policy and contract execution code section is also included for their review.

Discussion ensued on the different elements of these policies and all the different dollar figures for each function stated in the procurement policies. A couple typos were pointed out. It was stated that a few of these look like printing errors and not actual typos.

October 15, 2016

Minutes prepared by Andrea Fichter

Minutes edited for grammar and spelling by Jason Miller

Andrea stated that if the council would like more time to review these policies, it can come back to council at a later date.

It was stated the council would like more time to review and that these needed to be sent to David Day for review as well.

Rob Thomas made a motion for adjournment at 9:25 a.m. Ginger Kyritsis seconded the motion. The motion carried unanimously.

Jason Miller, Mayor

Attest: Andrea Fichter, Clerk Treasurer

**Town of Concrete
Town Council Meeting
October 24, 2016**

7:00 p.m. Mayor Miller called the meeting to order. Mayor Miller led the gallery in the Pledge of Allegiance.

Roll Call: Council Members: Rob Thomas, Mike Bartel, and Marla Reed. Position #2 remains vacant.

Mayor Miller reported that Ginger is currently on vacation. Rob Thomas made a motion to excuse Ginger Kyritis. Marla Reed seconded the motion. The motion carried unanimously.

Staff Present: Clerk Treasurer Andrea Fichter, and Town Planner Marianne Manville-Ailles.

Audience Members Signed In: Gary Dunlap, Chris Edwards, Eric Archuletta and John Boggs.

Mayor Miller took this time to update everyone on Public Works Director Alan Wilkins' condition. He stated Alan had originally been told that he had suffered a mild heart attack a week ago, but it now appears to be much worse.

Rob Thomas stated that he was told Alan will have to have a triple bypass and is awaiting transfer to UW Medicine to undergo surgery. He stated the surgery should take place tomorrow.

Mayor Miller asked that everyone keeps him in their thoughts and prayers.

Public Participation: Mayor Miller reported on his proposed removal of Joshua Gonzales from the Economic Development Commission (EDC). He stated this is not a personal attack, but a response to an action. He stated he had concerns voiced to him after the first meeting of the EDC concluded. He stated some members of the commission were given tasks to complete and Josh was one of those members. He stated that it was reported to him that Josh had made several visits to another member of the commission and that it was evident to this member that Josh was not doing the task that was assigned to him.

Mayor Miller stated that he shared the concerns that were brought to him with Eric Archuletta, who is the chair of the EDC. He stated that Eric had asked that Josh provide information that he was gathering for his assigned task and that Josh had refused to share the information. Mayor Miller stated that after this, he and Eric met with Josh to discuss what was happening.

Mayor Miller stated that he does not believe that Josh can be an effective member of the commission. He stated that he believes he has great ideas for the town and he (Mayor Miller) would like to continue to work with him on those. He stated he believes Josh will be much more productive outside the confines of the EDC.

Eric Archuletta stated that he had a conversation with the mayor on Friday regarding the visits that Josh paid to other members of the EDC. He stated that he told the other member that was assigned to the same task as Josh, that particular task would be put on hold until they could do some follow-up with Josh. He stated that he requested information from Josh and Josh had refused to provide it. Eric stated the task force had worked well together for 2 years to form this commission and to have someone on the commission withhold information would be difficult to work with now and on future items.

Josh stated that he was contacted by an individual who referred to himself as Rick and he didn't know that Eric and Rick was the same person until he came to the meeting on Saturday. He stated

that he had asked another member of the EDC what type of paperwork and other information needed to be completed for his task. He stated that he respects both Eric and Jason, but he does not like having fingers pointed at him. He stated as an individual he will not give up and he wishes he would have been given more of a chance.

Mayor Miller stated that he is well aware of Josh's ideas and they are solid and he looks forward to working with him and Sergeant Kading outside of the EDC on those.

Josh thanked the mayor and Sergeant Kading and stated that he accepts this new task.

Mayor Miller removed Joshua Gonzales from the Economic Development Commission effective immediately with the consensus of the council.

Rob Thomas left the meeting momentarily at 7:17 p.m.

Events Application: None.

Special Presentations: Public Safety: Sergeant Kading reported homecoming came and went and was pretty uneventful, which was good. He stated the football game and dance had gone well.

Rob Thomas returned to the meeting at 7:20 p.m.

Sergeant Kading also reported on a large event that occurred over the weekend at Devil's Tower. He stated it was a rather large rave occurring. He stated the organizer was from the Seattle area and is most likely facing charges.

Sergeant Kading also reported on the 5th wheel trailer that is currently parked near the silos. He stated the gentleman's truck broke down while pulling the trailer, and he has been given 24 hours to remove them.

Rob Thomas stated that Alan is still currently in Mt. Vernon waiting to be transferred and surgery is scheduled for tomorrow.

CRH Engineering-Cody Hart: Mayor Miller reported Cody had provided a quarterly report and asked if council had any questions that he or Andrea may be able to answer. Andrea stated the council can always e-mail Cody as well.

Consent Agenda:

Town Council Minutes: October 11, 2016

Approval of Claims Checks #2946-#2954, #2963-#2971

Rob Thomas made a motion to approve. Marla Reed seconded the motion. The motion carried unanimously.

Public Hearings: Utility Rates and Fees – Resolution #2016-16: Mayor Miller stated this incorporates items discussed at the budget workshops. Marla Reed asked if the assignment request fee had been updated. Andrea stated yes, that had been included.

Mayor Miller opened the public hearing at 7:25 p.m.

Ronnie Blantly stated that she has just moved into town and wanted to know exactly what this is regarding.

Mayor Miller handed her an extra copy of the agenda and showed her where she could find the proposed rates and fees schedule. He stated this is for all the rates and fees that are charged by the town for various items.

Gary Dunlap asked about the airport lease assignment fee increase. It was stated the fee is being increased from \$50.00 to \$500.00. Gary asked if this means that each lease holder will be charged this fee. Andrea stated this fee is for when a lease is transferred and assigned to someone new. Gary stated that he believes that is high.

Mayor Miller closed the public hearing at 7:30 p.m.

Mayor Miller asked if there were any items the council would like to change.

Marla Reed made a motion to approve the Resolution as is. Rob Thomas seconded the motion. The motion carried unanimously.

Old Business: Ordinance #759 – Amending 2016 Budget, Sewer Fund: Andrea stated this is to account for the grant funding the town received for the blower replacement project at the WWTP.

Marla Reed made a motion to approve the ordinance. Rob Thomas seconded the motion. The motion carried unanimously.

New Business: None.

Discussion Items: None

Council Reports: **Airport: Mike Bartel:** Mike reported there is not too much going on at the airport right now. He stated that Gary's hangar is coming along and just needs doors installed. Chris Edwards stated the men's room has been cleaned by volunteers. Andrea thanked him for that.

Parks: Marla Reed: No report.

Mike Bartel stepped out momentarily.

Community Garden: Mike Bartel: It was stated that cleanup needs to occur.

Historic Preservation and Landmarks Commission: Ginger Kyritsis: No report.

Health Care: Corey Ruiz: No report.

Economic Development Commission: Ginger Kyritsis: No report.

Mike Bartel returned.

Department Reports: **Planning Commission/Historical Preservation: Marianne Manville-Ailles:** Marianne reported they did not have a quorum at their last Planning Commission meeting, so they did not get to work more on the Parks element. She stated they will still hold the public hearing in November and the final will come to the council at its first meeting in December. She asked that the council review that element and let her know if they have any suggested changes or questions.

She also reported the public forum for the Main Street project will be held on November 7. She stated she is working on the SEPA for this and the comment period will run in conjunction with

this meeting so comments can be received. She stated once the SEPA is issued, we will see if monitoring will be required.

Marianne discussed the light poles at the school that need to be removed or relocated so that construction can occur on lots A and B. She stated they looked at different options for this. She stated the school district has offered to move these poles. She stated the actual poles are very close to being out of the way, but it's the pole base that is the issue. She explained the plan for resolving this. She stated the town would shift these lots west 2-3 feet, but that final number would be determined by the surveyors.

Marla Reed asked why the school district cannot just move these poles onto their own property. Marianne stated with the underground electrical it would be quite expensive for the school district to do and she sees this as a good compromise.

She stated that once the lots are shifted, the binding site plan will need to be updated. She stated there are a few other items that need to be updated on the BSP anyway. She stated the town can also complete the Boundary Line Adjustments on Gary Dunlap and Jay Welch's lots while doing this update. Marianne stated that Chris Edwards has offered to pay for a portion of the survey work, which would leave him paying around \$1,400 and the town \$400. She stated before they complete the BSP update, she would also like to resolve the issue with the helipad.

Chris Edwards stated that he has actually designed his building to coincide with the light pole that will remain and moving the lots will work well for him. He stated there is power that runs underground in that area as well, and moving those lots will help him out a lot.

Marianne stated that she has spoken with David Day about the cost-sharing agreement between the town and Chris Edwards. She requested approval from the council to move forward with this and authorize the mayor to sign.

Rob Thomas made a motion to approve. Mike Bartel seconded the motion. The motion carried unanimously.

Marianne stated that she is happy to see the Lorenzen Creek project completed. She stated now the plantings need to get done. Mayor Miller stated the environmental club at the school will be working with Skagit Fisheries in November on those plantings. He stated there is already a planting plan in place for this.

Discussion ensued on a large tree that has its roots exposed along the creek bed and could become hazardous if it is to fall. Marianne stated that if the mayor can get her the specifics, she can do a Critical Areas exemption on this and put together a mitigation statement.

Administration/Finance Report: Andrea Fichter: Andrea reported the September Treasurer's report is in their packets. She also reported on the wellness memo included in their packets and that she is trying to start where Corrina Hart left off on the wellness application so the town can still qualify for the 2% discount on the health insurance in 2017.

Public Works: Alan Wilkins: Mayor Miller stated that Alan spent the bulk of his time at the WWTP, so for the time being, Rich will take on this role. He stated that he contacted Water and Wastewater Services to get their input. He stated they are a contract services company that runs approximately 9 different water and wastewater treatment plants and they know what they are doing. He stated they are aware of the town's situation and have agreed to come take a look at our plant.

Mayor Miller reported the town currently has about 50 of the old-style membranes left and they will need to do a deep clean and will use some of these if there are ones that need to be replaced. He reported the town received funding for the new membranes, but they are still 20 weeks or more out once they are actually ordered. He stated they also made a call to DOE to make sure they were aware of the issues and that they have had to divert into the lagoon. DOE stated they are aware of the ongoing issues.

Mayor Miller also reported on the property on Eriksen Place. He stated a 911 call was made on Saturday and the resident there reported hearing water, but could not locate the source. He stated they believe there is quite an extensive water leak and have turned that water down to half to ease any possible erosion that may be occurring due to the leak. Mayor Miller read from the letter that was sent to the property owner and the resident.

Mayor Miller also reported on 2 lift stations that need to have their pumps replaced or repaired. He stated they have a company that can do the work, but they have to wait for decent weather. He stated while they're here fixing one lift station, they will be able to look at the other to determine if they can fix that one as well.

Mayor Miller also stated that Rich is certified in water and wastewater to the same level as Alan, and we will keep Water and Wastewater Services as an option if needed.

Imagine Concrete: Mayor Miller: Mayor Miller reported the next meeting is scheduled for November 15 at 6:00 p.m. at the Pilots' Lounge, and is open to the public. He reported the IC Foundation fundraiser this year will be a 2017 calendar that incorporates picture of different areas in town, as well as list town events.

Mayor's Report: Mayor Miller reported that he and Alan attended the IACC Conference last week. He stated there was a lot of good information and he will send his notes to council.

He also reported on the Dedication Ceremony that will be taking place on October 31 for the DC Shuttle Bus, which will run routes between Darrington, the Sauk-Suiattle Reservation and Concrete.

Marla Reed suggested changing the time of council meetings. Discussion ensued on the feasibility for council members, as well as the public. It was suggested to have the meetings begin at 6 p.m. Andrea will draft up an ordinance and bring back to the council.

Announcements: Audience member John Boggs stated there will be one last official function at the Legion Hall on November 11 beginning at 2 p.m. He stated this will be the Legion saying goodbye to the building and welcoming the library into the building.

Executive Session: None.

Adjournment: Rob Thomas made a motion for adjournment at 8:25 p.m. Marla Reed seconded the motion. The motion carried unanimously.

Jason Miller, Mayor

Attest: Andrea Fichter, Clerk Treasurer

CHECK REGISTER

Town Of Concrete
MCAG #: 0636

10/24/2016 To: 10/24/2016

Time: 13:36:38 Date: 10/24/2016

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1973	10/24/2016	Claims	1	2946	BELLEVUE VERIZON WIRELESS	14.96	AMMENDMENT TO PREVIOUS PAYMENT. CHK# 2913
1974	10/24/2016	Claims	1	2947	BIRCH EQUIPMENT	2,387.01	PUMP, HOSE DISCHARGE, HOSE SUCTION; BOOM LIFT RENTAL SILO GRAFFITI REMOVAL
1975	10/24/2016	Claims	1	2948	LEAF	342.84	TII & PW COPIER LEASE
1976	10/24/2016	Claims	1	2949	UTILITIES UNDERGROUND LOCATION CENTER	7.74	6 NOTIFICATIONS
1977	10/24/2016	Claims	1	2950	PLATT	96.61	LIGHT BULBS
1978	10/24/2016	Claims	1	2951	CONCRETE FIREFIGHTERS INC	156.00	F.D DEPT 2016
1979	10/24/2016	Claims	1	2952	HO STAFFORD TRUCKING & EXCAVATION	7,779.45	LORENZEN CREEK PROJECT
1980	10/24/2016	Claims	1	2953	ISOMEDIACOM--9939614439	19.95	WEBSITE
1981	10/24/2016	Claims	1	2954	NORTH CENTRAL LAB (NCL)	1,226.03	WWTP SUPPLIES
1982	10/24/2016	Claims	1	2955	NORTHWEST PROPANE	162.02	TH GAS
1983	10/24/2016	Claims	1	2956	STATE AUDITOR'S OFFICE	20,937.75	STATE ACCOUNTABILITY, FEDERAL & FINANCIAL AUDIT. AND TRAVEL
1984	10/24/2016	Claims	1	2957	ARAMARK UNIFORM SERVICES	208.75	MATS, COVERALLS, ETC
1985	10/24/2016	Claims	1	2958	SEAWESTERN	100.00	ANALYSIS FOR HIGH PRESSURE UNIT
1986	10/24/2016	Claims	1	2959	SKAGIT 911	267.80	4TH QTR INSTALLMENT FOR 2016. AGENCY USER & FIRE RADIO MAINT/MGMT
1987	10/24/2016	Claims	1	2960	SKAGIT CO DEPT OF EMERG MANAGEMENT	1,154.25	EMERGENCY MANAGEMENT COUNCIL BUDGET FOR 2016. QTRS 1,2
1988	10/24/2016	Claims	1	2961	SKAGIT CO SENIOR SERVICE	1,909.75	3RD QTR SENIOR CENTER
1989	10/24/2016	Claims	1	2962	SKAGIT PUBLISHING	179.35	TOC 2016 BUDGET WORKSHOP
1990	10/24/2016	Claims	1	2963	WHITNEY EQUIPMENT COMPANY INC	645.79	4700 Replacement Control Panel Assembly

001 General Fund	17,017.70
103 Street Fund	1,069.52
401 Airport Fund	426.30
406 Sewer Fund	10,521.62
407 Water Fund	8,560.91

Claims: 37,596.05
 37,596.05

*VOIDED - PRINTER MALFUNCTION

REPRINTED ON CHK# 2964-2971

AW

TOWN OF CONCRETE

2955

STATE AUDITOR'S OFFICE
LEGISLATIVE BUILDING
PO BOX 40021
OLYMPIA, WA 98504-0021

Check: 002956 Amount: 20,937.75
Date: 10/24/2016
For: STATE ACCOUNTABILITY,
FEDERAL & FINANCIAL AUDIT.

001 - 514 23 40 000 - State Audit	1,884.40
001 - 522 23 40 000 - State Audit	418.76
407 - 534 20 40 001 - State Audit	8,375.08
406 - 535 20 40 001 - State Audit	8,375.10
103 - 542 30 40 015 - State Audit	1,046.89
401 - 546 10 40 004 - State Audit	418.76
001 - 576 80 40 005 - State Audit	418.76

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J1N9VT0010000

Y132F008520

2955

Town Of Concrete

STATE AUDITOR'S OFFICE
LEGISLATIVE BUILDING
PO BOX 40021
OLYMPIA, WA 98504-0021

Check: 002956 Amount: 20,937.75
Date: 10/24/2016 Account:
For: STATE ACCOUNTABILITY, FEDERAL &
FINANCIAL AUDIT. AND TRAVEL

Invoices:

L116824

20,937.75

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TOWN OF CONCRETE
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45672 Main Street
Concrete, WA 98237
360.853.8401



CONCRETE BRANCH
P.O. BOX 426
CONCRETE, WA 98237
34-827/1251

2955

10/24/2016

*****Twenty Thousand Nine Hundred Thirty Seven and 75/100*****

****20,937.75

STATE AUDITOR'S OFFICE
LEGISLATIVE BUILDING
PO BOX 40021
OLYMPIA, WA 98504-0021

MAYOR

CLERK TREASURER

14

VOID



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⑈002955⑈ ⑆⑆25108272⑆

TOWN OF CONCRETE

2956

ARAMARK UNIFORM SERVICES
AUS WEST LOCKBOX
PO BOX 101179
PASADENA, CA 91189-0005

Check: 002957 Amount: 208.75
Date: 10/24/2016
For: MATS, COVERALLS, ETC

001 - 511 60 40 002 - Misc. Expense	20.87
407 - 534 50 30 002 - Misc. Expense	83.50
406 - 535 80 30 001 - Misc. Expense	83.50
103 - 542 30 30 003 - Miscellaneous Supplies	10.44
001 - 576 80 30 004 - Misc. Park Expenses	10.44

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TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 360-671-6700

J1N9VT0010000 V116F008520

2956

Town Of Concrete

ARAMARK UNIFORM SERVICES
AUS WEST LOCKBOX
PO BOX 101179
PASADENA, CA 91189-0005

Check: 002957 Amount: 208.75
Date: 10/24/2016 Account:
For: MATS, COVERALLS, ETC

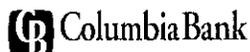
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1988765796	41.75
1988776429	41.75
1988789751	41.75
198803864	41.75
1988816950	41.75

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CONCRETE BRANCH
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CONCRETE, WA 98237
34-827/1251

2956

10/24/2016

*****Two Hundred Eight and 75/100*****

*****208.75

ARAMARK UNIFORM SERVICES
AUS WEST LOCKBOX
PO BOX 101179
PASADENA, CA 91189-0005

15

MAYOR

CLERK TREASURER

VOID



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00 2956 15 25 108 27 21

TOWN OF CONCRETE

2957

SEAWESTERN
PO BOX 51
KIRKLAND, WA 98083

Check: 002958 Amount: 100.00
Date: 10/24/2016
For: ANALYSIS FOR HIGH PRESSURE UNIT

001 - 522 10 40 006 - Testing - Air Tanks 100.00

SF5001L3NL-1SC

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 360-671-6700

J1N9VT0010000 Y13SF028529

2957

Town Of Concrete

SEAWESTERN
PO BOX 51
KIRKLAND, WA 98083

Check: 002958 Amount: 100.00
Date: 10/24/2016 Account:
For: ANALYSIS FOR HIGH PRESSURE UNIT

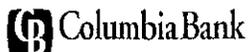
Invoices:

194655 100.00

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Concrete, WA 98237
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CONCRETE BRANCH
P.O. BOX 426
CONCRETE, WA 98237
34-827/1251

2957

10/24/2016

*****One Hundred and 00/100*****

*****100.00

SEAWESTERN
PO BOX 51
KIRKLAND, WA 98083

16

MAYOR

CLERK TREASURER

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002957 251082721

TOWN OF CONCRETE

2958

SKAGIT 911
2911 E COLLEGE WAY
SUITE A
MT VERNON, WA 98273

Check: 002959 Amount: 267.80
Date: 10/24/2016
For: 4TH QTR INSTALLMENT FOR 2016.
AGENCY USER & FIRE RADIO

001 - 518 90 50 001 - Dispatch Agreement 911 150.00
001 - 594 21 42 001 - 911 Infrastructure Improvemen 117.80

SF5001L3NL-15C

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 360 671-6700

J1N9VT0010000 Y13SF06R520

2958

Town Of Concrete

SKAGIT 911
2911 E COLLEGE WAY
SUITE A
MT VERNON, WA 98273

Check: 002959 Amount: 267.80
Date: 10/24/2016 Account:
For: 4TH QTR INSTALLMENT FOR 2016.
AGENCY USER & FIRE RADIO

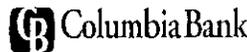
Invoices:

CONCR Q4 16 267.80

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CONCRETE BRANCH
P.O. BOX 426
CONCRETE, WA 98237
34-827/1251

2958

10/24/2016

*****Two Hundred Sixty Seven and 80/100*****

*****267.80

SKAGIT 911
2911 E COLLEGE WAY
SUITE A
MT VERNON, WA 98273

17

MAYOR

CLERK TREASURER

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002958 125108272

TOWN OF CONCRETE

2959

SKAGIT CO DEPT OF EMERG MANAGEMENT
c/o SKAGIT CNTY PUBLIC WORKS
1800 CONTINTNTIAL PL
MT VERNON, WA 98273

Check: 002960 Amount: 1,154.25
Date: 10/24/2016
For: EMERGENCY MANAGEMENT
COUNCIL BUDGET FOR 2016. QTRS

001 - 518 90 50 006 - Emerg. Services 1,154.25

SF5001L3NL-15C

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 360-671-6700

J1N9VT0010000 Y13SF008520

2959

Town Of Concrete

SKAGIT CO DEPT OF EMERG MANAGEMENT
c/o SKAGIT CNTY PUBLIC WORKS
1800 CONTINTNTIAL PL
MT VERNON, WA 98273

Check: 002960 Amount: 1,154.25
Date: 10/24/2016 Account:
For: EMERGENCY MANAGEMENT COUNCIL
BUDGET FOR 2016. QTRS 1,2 & 3

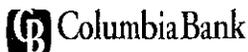
Invoices:

20161012-5 1,154.25

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CONCRETE BRANCH
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CONCRETE, WA 98237
34-827/1251

2959

10/24/2016

*****One Thousand One Hundred Fifty Four and 25/100*****

*****1,154.25

SKAGIT CO DEPT OF EMERG MANAGEMENT
c/o SKAGIT CNTY PUBLIC WORKS
1800 CONTINTNTIAL PL
MT VERNON, WA 98273

18

MAYOR

CLERK TREASURER

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00 2959 1 25 108 27 21

TOWN OF CONCRETE

2960

SKAGIT CO SENIOR SERVICE
SENIOR SERVICES CONTRACT
309 SOUTH THIRD STREET
MOUNT VERNON, WA 98273

Check: 002961 Amount: 1,909.75
Date: 10/24/2016
For: 3RD QTR SENIOR CENTER

001 - 518 90 50 004 - Senior Citizens	1,301.26
001 - 518 90 50 004 - Senior Citizens	547.28
001 - 518 90 50 004 - Senior Citizens	61.21

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TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 360-671-6700

J1N9VT0010000 Y11SF009570

2960

Town Of Concrete

SKAGIT CO SENIOR SERVICE
SENIOR SERVICES CONTRACT
309 SOUTH THIRD STREET
MOUNT VERNON, WA 98273

Check: 002961 Amount: 1,909.75
Date: 10/24/2016 Account:
For: 3RD QTR SENIOR CENTER

Invoices:

159 1,909.75

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TOWN OF CONCRETE
P.O. Box 39
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Columbia Bank
CONCRETE BRANCH
P.O. BOX 426
CONCRETE, WA 98237
34-827/1251

2960

10/24/2016

*****One Thousand Nine Hundred Nine and 75/100*****

****1,909.75

SKAGIT CO SENIOR SERVICE
SENIOR SERVICES CONTRACT
309 SOUTH THIRD STREET
MOUNT VERNON, WA 98273

19

MAYOR _____
CLERK TREASURER _____
VOLD



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002960 1 25108272

TOWN OF CONCRETE

SKAGIT PUBLISHING
C/O ISJ PAYMENT PROCESSING CENTER
P O BOX 1570
POCATELLO, ID 83204

Check: 002962 Amount: 179.35
Date: 10/24/2016
For: TOC 2016 BUDGET WORKSHOP

2961

001 - 511 60 40 003 - Publishing 147.70
001 - 511 60 40 003 - Publishing 31.65

SF5001L3NL-15C

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 360-671-6700

J1N9VT0010000 Y13SF008520

Town Of Concrete

SKAGIT PUBLISHING
C/O ISJ PAYMENT PROCESSING CENTER
P O BOX 1570
POCATELLO, ID 83204

Check: 002962 Amount: 179.35
Date: 10/24/2016 Account:
For: TOC 2016 BUDGET WORKSHOP

2961

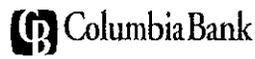
Invoices:

SVH-1512138 147.70
AP2254 31.65

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CONCRETE BRANCH
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34-827/1251

2961

10/24/2016

*****One Hundred Seventy Nine and 35/100*****

*****179.35

SKAGIT PUBLISHING
C/O ISJ PAYMENT PROCESSING CENTER
P O BOX 1570
POCATELLO, ID 83204

20

MAYOR

CLERK TREASURER

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002961 251082721

TOWN OF CONCRETE

WHITNEY EQUIPMENT COMPANY INC
21222 30TH DRIVE SE SUITE 110
BOTHEL, WA 98021

Check: 002963 Amount: 645.79
Date: 10/24/2016
For: 4700 Replacement Control Panel
Assembly

2962

406 - 535 80 30 001 - Misc. Expense

645.79

SF5001L3NL-1SC

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 360-871-6700

J1N9VT0010000 Y113SF00R520

WHITNEY EQUIPMENT COMPANY INC
21222 30TH DRIVE SE SUITE 110
BOTHEL, WA 98021

Town Of Concrete

Check: 002963 Amount: 645.79
Date: 10/24/2016 Account:
For: 4700 Replacement Control Panel Assembly

2962

Invoices:

81960

645.79

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CONCRETE BRANCH
P.O. BOX 426
CONCRETE, WA 98237
34-827/1251

2962

10/24/2016

*****Six Hundred Forty Five and 79/100*****

*****645.79

WHITNEY EQUIPMENT COMPANY INC
21222 30TH DRIVE SE SUITE 110
BOTHEL, WA 98021

MAYOR

CLERK TREASURER

VOID

SAFEGUARD LITHO USA SAFEGUARD LITHO USA MP

00 296 2 25 108 27 21

David M. Thomas
Assessor

Annette M. DeVoe
Chief Deputy Assessor



SKAGIT COUNTY

Office of the Assessor
Administration Building, Room 204
700 South 2nd Street
Mount Vernon, WA 98273
Phone (360) 416-1780
Fax (360) 336-9308
E-Mail assessor@co.skagit.wa.us

2015 PROPERTY TAX ASSESSMENTS AND LEVIES PAYABLE IN 2016

2016 TOTAL TAXABLE VALUE	
ASSESSED BY COUNTY ASSESSOR	
Value of All Real Property	\$14,244,891,656
Value of All Personal Property	\$630,466,700
TOTAL	\$14,875,358,356
ASSESSED BY WASHINGTON STATE DEPARTMENT OF REVENUE	
Value of Public Utilities	\$570,775,330
TOTAL VALUE OF ALL TAXABLE PROPERTY	\$15,446,113,686

2016 CONSOLIDATED LEVY RATES

ALL RATES EXPRESSED IN DOLLARS PER THOUSAND DOLLARS OF ASSESSED VALUE

AGGREGATE TAX RATES IN INCORPORATED CITIES IN SKAGIT COUNTY					
	Levy Code	Tax Rate		Levy Code	Tax Rate
Anacortes	0900	9.9045499261	Mount Vernon	0930	14.8911071993
Anacortes	0901	9.9617724320	Mount Vernon	0931	12.1871954132
Burlington	0905	10.4706956373	Mount Vernon	0932	12.9207745228
Concrete	0910	10.3848775580	Mount Vernon	0933	14.1575280897
Hamilton	0915	10.4468068384	Mount Vernon	0934	14.7673296373
LaConner	0920	13.5944599333	Sedro Woolley	0935	12.0397254172
Lyman	0925	11.7041905543			

CITY LEVIES			
	VALUATION	LEVY RATE	TOTAL TAXES
CITY OF ANACORTES			
GENERAL	\$2,802,600,923	1.7048015	\$4,777,878.37
LIBRARY BOND	\$2,769,974,826	.17248801	\$477,787.47
TOTAL		1.87728	\$5,255,665
CITY OF BURLINGTON			
GENERAL	\$1,250,754,876	2.03876	\$2,550,000
CITY OF CONCRETE			
GENERAL	\$154,833,706	3.10006	\$479,994.64
CITY OF HAMILTON			
GENERAL	\$53,545,259	1.07772	\$57,707.01
CITY OF LACONNER			
GENERAL	\$139,240,578	2.19763	\$306,000
CITY OF LYMAN			
GENERAL	\$30,113,836	1.24550	\$37,507
CITY OF MOUNT VERNON			
GENERAL	\$2,664,071,469	2.694334	\$7,177,901
BOND	\$2,488,334,678	.12377756	\$308,000
TOTAL		2.81811	\$7,485,901
CITY OF SEDRO WOOLLEY			
GENERAL	\$758,248,494	2.389544	\$1,811,868
BOND	\$747,070,879	.28109782	\$210,000
TOTAL		2.67064	\$2,021,868

AGGREGATE TAX RATES IN UNINCORPORATED AREAS IN SKAGIT COUNTY							
Levy Code	Tax Rate	Levy Code	Tax Rate	Levy Code	Tax Rate	Levy Code	Tax Rate
1100	10.0894	1340	12.3672	1715	14.1048	2760	14.1114
1105	10.2244	1450	9.1961	1720	13.1793	2765	15.0096
1110	10.2943	1455	9.8589	1790	13.1681	2770	14.7432
1112	10.2606	1460	10.0481	1795	13.3030	2775	15.0366
1115	10.4293	1470	10.3067	1800	14.0663	2780	15.3155
1117	10.3955	1485	10.5203	1805	14.2012	2805	14.2012
1120	10.9876	1490	11.0267	1810	13.3505	3195	10.8632
1125	10.2718	1495	9.2150	1815	13.4854	3220	11.4851
1130	11.1588	1500	10.4353	2170	11.1226	3350	12.8238
1135	10.9571	1505	9.8778	2305	13.3589	3352	12.8932
1137	10.9234	1550	13.1507	2307	13.2977	3355	12.9134
1140	11.0921	1555	13.2857	2310	13.5574	3360	12.5457
1142	11.0583	1560	13.3604	2315	13.8362	3365	13.0810
1145	10.4430	1565	14.0489	2320	13.5574	3400	9.7204
1150	10.5779	1570	14.1237	2610	15.1634	3402	9.6902
1155	10.9389	1575	14.2586	2655	11.8676	3405	10.4424
1175	11.2937	1580	14.1294	2660	11.9423	3410	10.9776
1195	11.2321	1585	14.2643	2665	12.5741	3415	10.3567
1210	10.9727	1590	14.2041	2670	12.6489	3417	10.3365
1300	12.5574	1595	14.3391	2675	12.8676	3825	14.3030
1325	11.8238	1650	11.7441	2725	14.0366	3850	12.2786
1327	11.8932	1700	12.9969	2730	14.8381	3855	13.2212
1330	12.6604	1705	13.8951	2740	14.0300	3860	12.9248
1335	12.9134	1710	13.9699	2755	14.9348	3865	12.4096

WASHINGTON STATE PROPERTY TAX LEVY			
Applied to Real & Personal Property	VALUATION	LEVY RATE	TOTAL TAXES
CURRENT LEVY	\$15,402,641,486	2.15000	\$33,115,731
TOTAL STATE PROPERTY TAX LEVY	\$15,402,641,486	2.15000	\$33,115,731

SKAGIT COUNTY			
GENERAL FUND	VALUATION	LEVY RATE	TOTAL TAXES
CURRENT EXPENSE	\$15,446,113,686	1.528081	\$23,602,924
VETERANS RELIEF		.0151382	\$233,827
MENTAL HEALTH / DEVELOPMENTAL DISABILITY		.0217373	\$335,757
TOTAL	\$15,446,113,686	1.56495	\$24,172,508
MEDIC 1 SERVICES	\$15,430,092,909	.368903	\$5,692,212
CONSERVATION FUTURES	\$15,446,113,686	.055376	\$855,357
COUNTY ROAD	\$7,592,704,545	1.96365	\$14,909,467

**PRELIMINARY ASSESSED VALUE
FOR COMPUTATION OF PROPERTY
LEVY FOR DISTRICTS WITH
POPULATION LESS THAN 10,000
2016 LEVY FOR 2017 TAXES**

TAXING DISTRICT: TOWN OF CONCRETE

Tax Base for Regular Levy	
1. Preliminary total district taxable value (excluding boats, timber assessed value and senior citizen exemptions from regular levy). Tax base for regular levy:	\$42,124,280
2. 2015 State Assessed Utility value:	\$116,948,596
Preliminary Total Tax Base for Regular Levy	<u>\$159,072,876</u>
Tax Base for Excess and Voted Bond Levies	
3. Less assessed value of the senior citizen/disability exempt property:	
4. Plus 2015 Timber Assessed Value (TAV):	\$0
5. Tax Base for Excess and Voted Bond Levies (1+2-3+4):	<u>\$159,072,876</u>

**PRELIMINARY
LEVY LIMIT CALCULATION
2016 LEVY FOR 2017 TAXES**

A.	Highest regular tax which could have been lawfully levied beginning with the 1985 levy. Year: 2015 \$494,420 X 101% = \$499,364 (Actual levy taken: \$479,994, \$14,426 banked)
B.	Current year's assessed value of new construction, improvements and wind turbines, solar, biomass and geothermal facilities in original district before the annexation occurred times last years levy rate. A.V. \$442,800 X 3.1000600000 / \$1,000 = \$1,373
C.	Current year's assessed value of state assessed property in original district if annexed, less last years value of state assessed property. The remainder to be multiplied by last year's regular levy rate. \$ _____ - \$ _____ = \$ _____ Current Yr. A.V. Previous Yr. A.V. Remainder \$ _____ X \$.000000000 / \$1,000 = Remainder Last Years Levy Rate
D.	Refund Levy (Amount levied that was not collected in previous tax years) \$ _____
E.	Regular Property Tax Limit: A+B+C +D= <u>\$500,737</u>

**PRELIMINARY LEVY RATE
COMPUTATION**

Regular Levy	
Type of Taxing District:	
Statutory maximum dollar rate for taxing district:	\$3.1500
The dollar amount of the certified levy divided by the assessed value \$500,737 / \$159,072,876 =	3.14785 *
For Regular Rate, enter the lesser of the statutory maximum dollar rate or the certified levy rate:	\$3.14785
<i>*Not to exceed the Statutory Maximum rate shown above!</i>	

\$3.60 - Upper Skagit Library levy, currently close to \$0.44738 = \$3.15

RESOLUTION #2016-17

A RESOLUTION OF THE TOWN OF CONCRETE AUTHORIZING A TAX INCREASE OVER AND ABOVE THE AMOUNT COLLECTED IN 2016 FOR THE YEAR OF 2017

WHEREAS, the Town Council of the Town of Concrete has met and considered its budget for the calendar year 2017; and

WHEREAS, the districts actual levy amount from the previous year was \$479,994; and

WHEREAS, the population of the district is less than 10,000; and now, therefore,

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2017 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$19,396 which includes a banked amount of \$14,426 and is a percentage increase of 4.04% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Passed and approved this 14th day of November, 2016.

Mayor

Attest:

Approved as to Form:

Clerk - Treasurer

Town Attorney

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POSITION	2016	2016 Annual Budgeted Wage	Salary Increases	2017 Adjustments to Salaries	2017 Annual Wage Increase	2017 Monthly Salary/Hourly Wage	Other Adjustments	2017 Notes/Annual Not To Exceed Wage
Mayor	12 Mo @ \$1,000.00 5 @ \$35.00 per meeting (30 meetings per year)	\$12,000.00				\$1,000.00		\$12,000.00
Council	12 mo. @ \$3,443.04	\$5,250.00						\$5,250.00
Clerk-Treasurer		\$41,316.51	5.00%	\$172.15 Mo Increase	\$2,065.83	\$3,615.19		\$43,382.34
Deputy Clerk	Original 2016 Budget \$29,412.84 Substitute for Clerks at 240 hrs @ 12.48	\$29,412.84		End Trial Period Feb - March Higher Increase. \$200.00 Mo Increase	-\$2,052.84	\$2,280.00		\$27,360.00
Office Assistant	12 mos @ \$2,995.20	\$2,995.20	5.00%	Increase to \$13.10/hr	\$149.76	\$13.10		\$3,144.00
Public Works Director	12 mos @ \$4,259.55	\$51,115.64	5.00%	\$213.07 Mo Increase	\$2,555.78	\$4,472.62		\$53,671.42
Public Works Assistant	12 mos @ \$3,757.13	\$45,085.56	5.00%	\$187.86 Mo Increase	\$2,254.28	\$3,944.99		\$47,339.84
PW Maintenance								
Worker #1	12 mos @ \$2,600.00	\$31,200.00	5.00%	\$132.00 Mo Increase	\$1,560.00	\$2,730.00		\$32,760.00
Groundskeeper	1192 hours @ \$13.84	\$16,497.28	5.00%	1245 hours @ 14.53	\$1,592.57	\$14.53		\$18,089.85
Fire Chief	12 mos @ \$318.33	\$3,819.98	5.00%	\$15.92 Mo Increase	\$191.00	\$334.25		\$4,010.98
PW Overtime	60 Hours @ \$31.56	\$1,893.60		120 Hours @ \$34.13	\$154.20	\$34.13		\$2,047.80
Sewer Weekends	104 @ \$20.00	\$2,080.00			\$0.00			\$2,080.00
Sewer Holidays	12 @ \$20.00	\$240.00			\$0.00			\$240.00
		\$242,906.61			\$8,470.57	\$18,438.81		\$251,376.22

Total \$8,469.61

Total

Decrease/Increase

Current Fire Chief - 30 years
 Budgeted @ 5 hrs = \$334.25 (mo) 2017
 Per month \$318.33 (mo) 2016
 @ 2016 rate = approximately \$63.67/hr.

	Overtime Wage	Estimated Overtime Hours	Overtime Pay
7 PW Assistant Overtin	\$34.13	20	\$682.60
PW Assistant - Water	\$34.13	20	\$682.60
PW Assistant - Sewer	\$34.13	20	\$682.60
PW Assistant - Street	\$34.13	20	\$682.60
			\$2,047.80

#8 Weekend/Holiday Sewer	Daily Rate	Number of Days	Total Pay
Weekends	\$20.00	104	\$2,080.00
Holidays	\$20.00	12	\$240.00

ORDINANCE NO. 761

AN ORDINANCE ADOPTING THE BUDGET OF THE TOWN OF CONCRETE, WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017.

WHEREAS, the Town of Concrete, Washington completed and placed on file with the Town Clerk-Treasurer a proposed budget and estimate of the amount of moneys required to meet the public expenses, reserve funds and expenses of the town for the fiscal year ending December 31, 2017; and

WHEREAS, a public notice was given that the Council of the Town would meet on November 14, 2016 and November 28, 2016 in the council chambers of town hall of the Town of Concrete giving taxpayers within the limits of said town an opportunity to be heard in a public hearing upon said budget; and

WHEREAS, the Town of Concrete did meet on November 14, 2016 and November 28, 2016 and did then consider the matter of said proposed budget for the fiscal year 2016; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the Town of Concrete for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said town for said year and being sufficient to meet the various needs of said town during said period;

NOW THEREFORE THE TOWN COUNCIL OF THE TOWN OF CONCRETE HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The budget for the Town of Concrete, Washington for the year 2017 is hereby adopted at the fund level in its final form and content as set forth in the document entitled 2017 Budget of the Town of Concrete', three copies of which are on file in the Office of the Clerk-Treasurer.

SECTION 2. Estimated resources, including fund balances for each separate fund of the Town of Concrete, for the year 2017 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2016 as set forth below:

FUND	DEPARTMENT	AMOUNT
GENERAL (Current Expense)	General Gov't - Operations	582,318.00
	Fire	37,451.00
	Parks	13,567.00
	Total General Fund:	633,336.00
STREET		81,350.00
FIRE RESERVE		36,500.00
CAPITAL IMPROVEMENT		47,500.00
AIRPORT		36,956.00
AIRPORT RESERVE		10,500.00
SEWER RESERVE		65,000.00
SEWER		505,200.00
WATER		221,500.00
WATER RESERVE		150,000.00
	TOTAL ALL FUNDS:	\$1,787,842.00

SECTION 3. The Town Clerk-Treasurer is directed to transmit a copy of the budget hereby adopted to the State Auditor's Office and to the Association of Washington Cities.

SECTION 4. This ordinance shall be in full force and take effect after its passage by Council, approved by the Mayor and publication as required by law.

SECTION 5. Severability: Should any Section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the Council of the Town of Concrete that it would have passed all other portions of this Ordinance hereby adopted independent of that word determined to be invalid and accordingly such declaration of invalidity shall not affect the validity of this Chapter as a whole nor any part hereof other than the part so declared to be invalid.

PASSED BY THE CONCRETE TOWN COUNCIL THIS 28th DAY OF NOVEMBER, 2016.

TOWN OF CONCRETE

MAYOR

Attest:

Town Clerk

Approved as to Form:

Town Attorney

ORDINANCE NO. 762

AN ORDINANCE ESTABLISHING THE SALARIES, WAGES AND BENEFITS FOR ELECTED OFFICIALS AND NON-UNION EMPLOYEES OF THE TOWN OF CONCRETE, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017.

WHEREAS, it is necessary to establish on an annual basis, the salaries and wages of Elected Officials and Non-Union staff; and

WHEREAS, the Town finds it necessary to establish a medical/dental benefit scale for eligible Non-Union staff;

NOW THEREFORE THE TOWN COUNCIL OF THE TOWN OF CONCRETE HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The 2017 salaries, wages and medical/dental/vision benefits for the employees of the Town of concrete are depicted below.

SECTION 2. The base salaries, wages for all elected officials and employees of the Town of Concrete and the medical/dental/vision benefits for eligible employees are established as follows:

Employee Position Classification Salary Schedule		
Elected Officials		
Classification	Maximum	
Mayor	\$12,000.00	annual
Council Members (5)	\$5,250.00	annual
Employee Position Classification Salary Schedule		
Department Managers/Employees		
Classification	Maximum	
Clerk-Treasurer	\$43,382.34	annual
Deputy Clerk	\$27,360.00	annual
Volunteer Coordinator/Office Asst.	\$3,144.00	annual
Public Works Director	\$53,671.42	annual
Public Works Assistant	\$47,339.84	annual
PW Maintenance Worker	\$32,760.00	annual
Groundskeeper	\$18,089.85	annual
Fire Chief	TBD	annual

Medical Benefits

Eligible employees on the payroll prior to 1/1/2004 will continue to receive full, paid benefits from the Town of Concrete. Eligible employees hired on or after 1/1/2004 shall pay the following amounts for Medical Benefits

Employee	\$0.00
Employee/Spouse	\$50.00
Employee/Spouse/1 Child	\$100.00
Employee/Spouse/Children	\$150.00
Employee/Child	\$50.00
Employee/Children	\$150.00

Medical and Dental Benefits

Eligible employee on the payroll prior to 10/1/2010 but after 1/1/2004 will continue to pay

2017 Employee Contribution Rates	Medical	Dental	Well City Rate Medical Rate	2017 ESTIMATE	%	^^Employee Rate Hired After 10/1/2010	***Employee Rate Hired After 1/1/2004	2017 Employee Contribution Rates	Medical
Employee Only	\$752.69	\$52.78	\$737.63	\$790.41	0%	\$0.00	\$0.00	Employee Only	\$752.69
Employee/Spouse	\$1,511.08	\$100.21	\$1,480.86	\$1,581.07	35%	\$271.46	\$50.00	Employee/Spouse	\$1,511.08
Employee/Spouse/Child	\$1,884.21	\$158.28	\$1,846.53	\$2,004.81	35%	\$438.24	\$100.00	Employee/Spouse/Child	\$1,884.21
Employee/Spouse/Children	\$2,193.39	\$158.28	\$2,149.52	\$2,307.80	35%	\$525.82	\$150.00	Employee/Spouse/Children	\$2,193.39
Employee/Child	\$1,125.82	\$100.21	\$1,103.30	\$1,203.51	20%	\$79.61	\$50.00	Employee/Child	\$1,125.82
Employee/Children	\$1,435.00	\$158.28	\$1,406.30	\$1,564.58	25%	\$150.21	\$150.00	Employee/Children	\$1,435.00

the amounts referenced above.

Eligible employees hired on or after 10/1/2010 shall pay the following amounts for Medical and Dental Benefits

Employees hired to full time positions created after 10/27/14 shall pay the full premium for any selected Medical and Dental Benefits offered by the Town of Concrete, if said employee opts for enrollment in either the Medical or Dental Plan.

SECTION 3. The depicted salaries, wages and medical/dental/vision benefits shall be in effect from January 1, 2017 through December 31, 2017.

SECTION 4. Severability: Should any Section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the Council of the Town of Concrete that it would have passed all other portions of this Ordinance hereby adopted independent of that word determined to be invalid and accordingly such declaration of invalidity shall not affect the validity of this Chapter as a whole nor any part hereof other than the part so declared to be invalid.

PASSED BY THE CONCRETE TOWN COUNCIL THIS 28th DAY OF NOVEMBER, 2016.

TOWN OF CONCRETE

MAYOR

Attest:

Approved as to Form:

Town Clerk

Town Attorney

ORDINANCE No. 760

AN ORDINANCE AMENDING
CONCRETE MUNICIPAL CODE 2.04.010

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF CONCRETE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 2.04.010 is amended to read as follows:

The council of the town of Concrete, Washington, shall hold regular meetings on the second and fourth Monday in each month throughout the year. Beginning in January of 2017, such meetings shall commence at 6:00 p.m. and end or adjourn by 8:30 p.m. except by unanimous consent of the council. Whenever a regular meeting shall fall upon a legal holiday, as now or hereafter designated as such by the laws of the state of Washington, such meeting shall be held at 6:00 p.m. on the first day following which is not itself a legal holiday.

Severability:

Should any Section, paragraph, sentence or word of this Ordinance hereby adopted be declared for any reason to be invalid, it is the intent of the Council of the Town of Concrete that it would have passed all other portions of this Ordinance hereby adopted independent of that word determined to be invalid and accordingly such declaration of invalidity shall not affect the validity of this Chapter as a whole nor any part hereof other than the part so declared to be invalid.

Effective Date:

This Ordinance shall take effect five (5) days after its passage, approval and publication by law.

Passed and approved this _____ day of _____ 2016.

Mayor

Attest:

Approved as to Form:

Clerk - Treasurer

Town Attorney

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY
AND
THE TOWN OF CONCRETE

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

1. PURPOSE:

The Town desires to enter into an Agreement whereby the County will furnish to the Town certain administrative and professional services and the Town will pay for the services so performed. This Agreement is general in nature and reflects the broad responsibilities the County has for the provision of services at the Concrete Community Center. The County shall employ or contract for a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to community members including older adults.

2. RESPONSIBILITIES: It is agreed between the parties during the effective term of this Agreement, the County will contract to furnish administrative and professional services to the Town; said services to consist primarily of the following program services:

A. General Activities

1. Ongoing gathering of community input to identify program and population focus.
2. Regular operating hours Monday through Friday, 9am to 3pm.
3. Welcoming and safe environment.
4. Community outreach, including effective partnerships with community services and organizations.
5. Concrete Center Advisory Committee to reflect community demographic and needs.
6. Monthly activity calendar.
7. Programs and activities that reflect community voice and interests..
8. Opportunities, training and supervision of volunteers to assist with Center programs.
9. Evening programming as appropriate.

B. Community Meal Program

1. Congregate meal service for older adults (age 60 and over) Monday through Friday, excluding holidays.
2. Development of meal service to non-senior community members as appropriate based on community need and demand, and as funds and donations allow.

3. County Nutrition Program staff consultation regarding meal program development.

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

4. MANNER OF FINANCING:

The Town shall pay for the services provided in this Agreement the sum of **seven thousand six hundred thirty-nine dollars (\$7,639.00)**. One-fourth of the amount shall be due at the end of each quarter, that being March 31, June 30, September 30, December 31, 2017 and payable after submission of a voucher and processing in the manner provided by the Town for processing voucher and issuing warrants thereon. The total amount may be paid at any time as desired by the Town.

5. ADMINISTRATION: Management of center administration, programs, and meal services will be contracted to Community Action of Skagit County. The County will contract to ensure the provision of supervisory and general staff to conduct and coordinate comprehensive services.

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

A. The County's representatives shall be the Director of Public Health and Human Services Manager.

B. The Town's representatives shall be Jason Miller and Andrea Fichter.

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

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

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

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

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

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

12. OTHER PROVISIONS:

- A. REPORTS: County reports will be provided to the Town on a quarterly basis. These reports will contain statistical information regarding the participation levels in Center programs.
- B. AUDITS: The Town may audit the records to assure that it will receive full value in services for the consideration of services recited herein.
- C. NUTRITION: The following services will continue to be managed and delivered by County staff:
 - 1. Home-Delivered Meals: Seniors over the age of 60 who are unable to prepare nutritionally adequate meals for themselves and who are homebound and unable to attend a Senior Center may have noon-time meals delivered to their homes. A staff member from the Skagit Nutrition Program makes an initial home visit to assess program eligibility of the homebound senior, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual reassessments are conducted to re-evaluate eligibility. Frozen meals are available for weekends, holidays, and special requests.
 - 2. Liquid Meal Supplement: The Skagit Nutrition Program has Ensure Plus available at the Skagit County Senior Centers, which is available to seniors. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need from a physician, registered nurse, or registered dietitian is required. Prescriptions can be kept on file with the nutrition program and must be renewed every 6 months.

TOWN OF CONCRETE

Jason Miller
Mayor, Town of Concrete

(Date _____)

Town of Concrete
45672 Main Street
P.O. Box 39
Concrete, WA 98237

DATED this _____ day of _____, 2016.

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest:

Kenneth A. Dahlstedt, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Andrea Fichter

From: June F. Moore [junimuni@harbornet.com]
Sent: Tuesday, November 01, 2016 1:52 PM
To: Andrea Fichter
Cc: Smith Don; Moore Wiley
Subject: Lease transfer/lots 39 & 40

3107 Emerald Lane
Gig Harbor, WA. 98335

November 1, 2016

Town of Concrete
Town Hall Bldg
45672 Main Street
Concrete, WA 98237

RE: Mears Field Lots 39 and 40

Dear Andrea,

I would like to reassign my leases for lots 39 and 40 to Mr. Donald Smith. Please assist us in facilitating the transfer of the lot leases, and presenting our request to the Town Council for approval at the next town council meeting.

Please feel free to contact me should there be anything else needed to expedite this request.

Thank you.

Sincerely,

June Moore
253-468-4722

New Tenant information:

Mr. Donald and Mrs. Deborah Smith
11528 158th St. NE
Arlington, WA 98223

email: mehanicdon@hotmail.com
Don: 425-359-6205
Deborah: 425-359-6206

CONSENT AND ASSIGNMENT OF LEASES AGREEMENT

This Consent and Assignment of Leases Agreement is entered into and effective the ____ day of _____, 2016, ("Effective Date") by and between, June F. Moore ("Assignor") and Donald and Deborah Smith, ("Assignee") and the town of Concrete, a Washington municipal corporation ("Landlord").

RECITALS:

- A. Assignor is the Lessee under certain Leases described herein in which the Town of Concrete ("Landlord") is the Landlord.
- B. Assignor desires to assign all such Leases to Assignee and the Landlord is willing to consent to such an assignment.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, the parties hereto agree as follows:

1. Assignment of Lease. Assignor hereby assigns to Assignee all of its right title and interest as lessee under the following leases ("Leases") between Assignor and Landlord:
 - a. Lease dated September 14, 2015, for the premises commonly known as 7879 South Superior Avenue #39 Concrete, WA 98237 and legally described as follows:

Lot #39 of the binding site plan #C-1-88 recorded in the office of Skagit County Auditor under File #8810050086. Subject to: Restriction, easements, encumbrances and reservations of record, if any, as of the date of signing of the lease. Reserving a non-exclusive easement over and across the premises to provide ingress and egress to any and all such buildings and areas and other adjacent properties owned by Landlord, Landlord shall exercise said easement so as not to unreasonably interfere with Tenant's use of the property.

True and correct copies of the Lease/s are attached hereto as Exhibit "A"

2. Assumption of Lease. Assignee accepts the assignment of the Leases and agrees to perform all of Assignor's obligations under the Leases. Landlord shall be deemed an express and intended beneficiary of Assignee's assumption of the obligations of Assignor under the Leases.
3. Consent to Assignment. Landlord consents and agrees to the foregoing assignment

and assumption of obligation by Assignee and releases Assignor from all obligations under the Leases.

4. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that, as of the date of this Agreement, Assignor has no claims or cause of action against the Landlord in connection with the performance of any of Landlord's obligations under the Leases.

5. Landlord's Representations and Warranties Landlord represents and warrants that, as of the date of this Agreement, no default by Assignor of any kind exists under the Leases, nor has any event occurred which, with the lapse of time or upon notice, would constitute such a default. Landlord further warrants that, as of the date of this Agreement, the Leases are in full force and effect, that it has no defenses to the performance of any covenant under the Leases and agrees to perform all of Landlord's obligations under the Leases.

6. Effect of an Event of Default. If Assignor shall default on the terms of this Agreement, Assignee shall have all the rights and remedies provided in related documents or available at law, in equity or otherwise.

7. Miscellaneous.

7.1. No other Agreements. This agreement constitutes the full agreement between the parties and may not be modified except in writing signed by the person to be charged with said modification.

7.2. Interpretation. This agreement is to be interpreted under the laws of the state of Washington and the parties hereto agree that the jurisdiction and venue of any action shall be laid in the superior courts of the State of Washington in Snohomish County.

7.3. Assignability. Neither party shall assign or transfer any rights or obligations under this Agreement without the written consent of the other. To the extent so consented to, the benefits and burdens of this agreement shall accrue to or obligate the heirs, successors, or assigns of the parties hereto.

7.4. Attorneys' Fees. To the extent that either party is required to resort to legal action for the enforcement of this Agreement, the prevailing party shall be entitled to all costs of such enforcement including reasonable attorneys' fees.

7.5. Non-waiver. No failure to assert any rights or remedies available to a party or a waiver by course of dealing or otherwise for any breach hereof shall constitute a waiver or acceptance as to any subsequent breach hereof.

7.6 Security Deposits. Landlord agrees to transfer the deposits for each lease listed in Paragraph 1 to Assignee's name.

7.6. Authority. It is understood that the individuals executing this Agreement below have authority to bind their principals and do bind them executing this document.

ASSIGNOR:

ASSIGNEE:

June F. Moore

By _____
Donald Smith

Deborah Smith

LANDLORD:
Town of Concrete
A municipal corporation

By _____

Notary Acknowledgements Next Page:

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, appeared **Jason Miller**, known to me (or proven by satisfactory evidence) to be the individual who executed the foregoing instrument and acknowledged said instrument as his free and voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Printed Name: _____
NOTARY PUBLIC in and for the
State of Washington residing
at _____
My commission expires: _____

CONSENT AND ASSIGNMENT OF LEASES – LOT #39-3

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, appeared **Donald Smith** known to me (or proven by satisfactory evidence) to be the individual who executed the foregoing instrument and acknowledged said instrument as his free and voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Printed Name: _____
NOTARY PUBLIC in and for the
State of Washington residing
at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, appeared **Deborah Smith**, known to me (or proven by satisfactory evidence) to be the individual who executed the foregoing instrument and acknowledged said instrument as his free and voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Printed Name: _____
NOTARY PUBLIC in and for the
State of Washington residing
at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, appeared **June F. Moore**, known to me (or proven by satisfactory evidence) to be the individual who executed the foregoing instrument and acknowledged said instrument as his free and voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Printed Name: _____
NOTARY PUBLIC in and for the
State of Washington residing
at _____
My commission expires: _____

TOWN OF CONCRETE
AIRPORT LEASE AGREEMENT

1. This is a lease made and entered into this 14 day of September, 2015, by and between the Town of Concrete, a Washington municipal corporation, hereinafter referred to as "Landlord", and June F. Moore hereinafter referred to as "Tenant."

Description of Property: Landlord and Tenant agree to rent the following described property situated in Concrete, Skagit County, State of Washington:

Lot # 39

of the binding site plan # C-1-88 recorded in the office of Skagit County Auditor under File # 8810050086. Subject to: Restriction, easements, encumbrances and reservations of record, if any, as of the date of signing of the lease. Reserving a non-exclusive easement over and across the premises to provide ingress and egress to any and all such buildings and areas and other adjacent properties owned by Landlord, Landlord shall exercise said easement so as not to unreasonably interfere with Tenant's use of the property.

2. Condition of Premises: Tenant accepts the premises in their present condition and is not relying upon any representations by the Landlord.

3. Term: The term of this lease shall begin on September 14, 2015 and end on December 31, 2019 (4 years and 4 months).

4. Option to Extend: Tenant is granted the right to extend this lease for seven (7) consecutive five (5) - year option periods, subject to rent adjustments, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the initial term or any extended term. The right to extend the lease is conditioned upon Tenant's full performance of the lease obligations. The Town, at its discretion, may agree to extend the lease for additional five-year terms. Any holding over after the expiration of this Lease without extending the agreement will be construed as a month-to-month tenancy.

5. Deposit: Tenant will make or has a deposit of \$210.22 as security for the performance of this agreement. Any default of the terms of this agreement will result in forfeiture of the deposit and retention of the payment does not prejudice the rights to pursue other remedies.

Landlord acknowledges receipt of a deposit in the amount of \$ 210.22.

6. Rent: Rent is \$210.22 per year, payable annually in payments starting on the 1st day of January. Rent for the first year will be prorated to the end of the calendar year. Rent amounts will be reviewed for each year ending in a five or zero. The rent will be adjusted by the Town of Concrete to be a market rate rent for similar municipal airports and ground leases. If the rent is not paid within 6 months of the due date, this lease agreement is terminated.

6.1 For the first year, as additional rent, Tenant's reimbursement obligation for insurance is \$32.87. The insurance or assessments will be adjusted in December of each year by dividing the number of lots into the amount paid for the insurance premium or other assessment. The Town of Concrete's airport liability policy does not cover the Tenant.

6.2 The parties agree that this lease is a triple net lease which means that the Tenant pays all additional costs associated with the leasehold premises including but not limited to proportional share of all other operating costs during the full term of this lease. If the town chooses to exercise this section of the lease and install such items as would be considered additional costs the Town shall notify each leaseholder in writing of its intent and allow for comment and suggestions prior to installation of said facilities.

6.3 If after the initial term of the lease, the parties cannot agree as to the additional rent assessment or the fair rental value of the premises, the fair rental value of the premises shall be determined as though the tract was a separate vacant identifiable tract and such determination shall be made by an MAI appraiser whose selection shall be determined by mutual agreement of the parties; or alternately, by the presiding judge of the Superior Court of Skagit County on petition by either party. The cost for such an appraisal shall be borne equally by both parties. Rental adjustments for the expansion area will be considered at the same time as rental adjustments for the initial leased premises area.

7. Hold Harmless Provisions, Liability and Indemnity: The Town of Concrete, its officers, employees and agents, shall not be liable for any injury (including death) or damage to any persons or to any property sustained or alleged to have been sustained by the Tenant or by others as a result of any condition (including existing or future defects in the premises), or occurrence whatsoever related in any way to the premises or related in any way to the Tenant's use of the premises or Tenant's performance under this lease, except to the extent of such damage caused by the gross negligence of the Town. Tenant agrees to defend and hold and save the Town, its officer, employees and agents, harmless from any and all liability or expense (including expense of litigation) in connection with any such terms of actual or alleged injury or damage.

8. Type of Activity and Construction of Improvements: Tenant has or intends to erect structures and improvements on the premises for the purpose of airport hangar facilities. The tenant may include one apartment/living area in hangar; that area may be occupied by the tenant or guests, and may not be used as a rental. The living area is incidental to the operation of the premises which must be used as a hangar. Use as a hangar is the only type of activity to be conducted upon the premises. If the Tenant fails to use the premises as an airport hangar and related activities, the Tenant is in default of this agreement and the lease may be terminated. The hangar is not to be used solely as a storage facility, but rather should be a working hangar. All activities, uses and structures must comply with all Town, County, State and Federal laws and ordinances including but not limited to the Town Zoning Code.

The Tenant will construct a building or structure on the leased premises within the first five years of the execution of said lease, or the Landlord, at its option, may refuse to extend the lease beyond the first term and may declare any further extensions void. Tenant may only construct a hangar. Tenant's buildings, interior construction and other improvements, are at Tenant's expense. All building, interior construction or any other improvement must be built and maintained in compliance with local, county, state and federal codes and laws as they exist or are amended.

Tenant agrees to obtain and comply with all necessary permits for the operation and conduct of Tenant's activities and construction of any leasehold improvements. If Tenant fails to obtain and comply with such permits, then Tenant accepts full responsibility for any and all costs incurred by the Town of Concrete, including actual attorney's fees.

9. Disposition of Improvements at End of Lease: At the end of the lease or extension, Tenant has the right to remove all of the buildings, equipment, personal property and trade fixtures placed on the premises by Tenant during the period of this lease, provided the tenant has paid all rent and timely performed all terms of the lease. In the event the Tenant fails to remove any buildings, equipment, personal property and trade fixtures from the premises at the conclusion of the lease, the Landlord shall,

at its option, have the right to retain it or in the alternative, remove it at Tenant's expense. Landlord may recover any costs and expenses from the Tenant resulting from the removal.

10. Off Street Parking: Tenant agrees to provide space for the parking of all vehicles necessary to comply with the use as an airport hangar. Tenant will not use any public streets, rights of way or other properties not included in this lease for the parking of vehicles.
11. Maintenance of Facilities: Tenant is responsible for all maintenance and/or repair of the leased premises and all improvements. The premises shall be maintained in such condition so as not to create a hazard or be unsightly, and will at all times conform to existing laws. Tenant agrees not to allow conditions of waste and will keep the premises in a neat, clean, and orderly condition. Tenant shall indemnify Landlord for clean-up costs for any waste or nuisance including toxic waste or other contaminants.
12. Taxes and Utilities: Tenant will pay for all license fees and taxes due as a result of the property or activities conducted on the premises by the tenant. Tenant agrees to pay for all public utilities that are used in or charged against the premises, and will hold the Landlord harmless from such charges.
13. Advertising and Signs: No signs or other advertising matter, symbols, canopies or awnings shall be installed, attached to or painted on the premises without the prior written approval of the Town.
14. Liens and Insolvency: Tenant shall keep the leased premises free from any liens arising out of work performed, materials furnished, or obligations incurred by Tenant. In the event Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Tenant, then the Landlord may cancel this lease at Landlord's option.
15. Laws and Regulations: The Tenant agrees to conform to and abide by all laws, rules, codes and regulations of the United States, the State of Washington, the FAA and any municipality or agency. Tenant's use and operation of may not be in violation of any rules, codes, laws, or regulations.
16. Costs and Attorney's Fees: In the event it is necessary for either party herein to bring an action to enforce the terms, conditions or covenants of this lease, then the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements.
17. Equal Opportunity: Tenant agrees that in the conduct of activities on the leased premises it will be an equal opportunity employer in accordance with the 1964 Civil Rights Act and the State of Washington Human Rights Commission.
18. Termination: Upon termination of this lease or any extension, Tenant will surrender the premises to Landlord peaceably and quietly and in the condition required by this agreement.
19. Default and Re-Entry: Time is the essence of this agreement. If the tenant does not pay rent, violates any other terms of this agreement, this lease is terminated unless the Tenant cures the non-complying condition after notice. Notice will be given in accordance with RCW 59.12.030. If the Tenant fails to cure the default, Landlord may at its option, declare this lease forfeited, and may elect to re-enter. Delinquent rent or other payments shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. In the event of any default the Landlord may elect to remove property from the premises and may sell the property, without notice to Tenant, after it has been stored for a period of thirty (30) days.

20. Assignment: Tenant will not, by operation of law or otherwise, assign any portion of the lease premises without Landlord's prior written consent. The consent of Landlord to any assignment will not relieve Tenant from obtaining Landlord's express written consent to any other or further assignment. Landlord may deny consent to an assignment for any reason. Tenant will pay to the Landlord a non-refundable assignment request fee in the amount of \$50.00, this amount shall cover the costs of the paperwork to transfer said lease if the request is approved. Tenant and assignee must execute a consent to assignment agreement in a form satisfactory to Landlord. Such consent is subject to approval by the Council of the Town of Concrete.

21. Landlord's Right to Enter Premises: Landlord and/or its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes.

- In case of emergency, as authorized by law or as authorized by this agreement;
- To do what the Landlord has the right or obligation to perform;
- To post "For Rent" or "For Lease" signs during any period that the Tenant is in default; and to repair, maintain or improve the premises, only in event of default;
- To do any other act or thing necessary for the safety or preservation of the premises.

Landlord will not be liable in any manner for any damages arising out of the Landlord's entry onto the premises as provided in this paragraph. Landlord will conduct the entry onto the premises in a manner that causes the least disturbance.

22. Right of Quiet Enjoyment: Tenant's right of occupancy will not be disturbed during the term of this lease except as allowed by this lease, the law or in case of emergency.

23. Time is of the Essence: It is mutually agreed and understood that time is of the essence of this lease and that a waiver of any default of Tenant shall not be construed as a waiver of any subsequent default, and that any notice required to be given under this lease may be given by United States Mail addressed to the party identified in this lease.

24. Waiver of Subrogation: Landlord hereby releases Tenant from any and all right, claim and demand that Landlord may hereafter have against Tenant, or Tenant's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Tenant arising out of any Losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and sustained by Landlord in or around the premises. Tenant hereby releases Landlord from any and all right, claim and demand that Tenant may hereafter have against Landlord or Landlord's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies. The waivers provided for in this paragraph shall be applicable and effective only in the event such waivers are obtained from the insurance carriers concerned.

25. Condemnation: In the event that the premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use consistent with the operation of an airport hangar, this Lease shall terminate. Tenant is entitled to any sums payable by the condemnor for their personal property, trade fixtures or moving expenses.

26. Federal Aviation Administration Requirements: Tenant agrees:

26.1 To prevent any operation of the leased premises that would produce electromagnetic radiations of a nature which would cause interference with any existing or future navigational aid or

communication aid serving Concrete Airport; to prevent any operation that would create any interfering or confusing light or in any way restrict visibility at the airport.

26.2 To prevent any use of the leased premises which would interfere with landing or taking off of airport at Concrete Airport, or otherwise constitute an aircraft hazard; and

26.3 To comply with all applicable FAA or other governmental regulations.

27. Retention Of Airspace Rights By Landlord: Landlord retains the public and private right of flight for passage of aircraft in the airspace above the surface of the premises and the right to cause such noise as may be inherent in the operation of aircraft. These rights apply to current or future use for takeoff, landing, navigation, flight or any other operation at the Concrete Airport.

28. Notices: All notices or payments may be delivered or mailed. If mailed, they should be sent to the following respective addresses:

Landlord: Town of Concrete
P. O. Box 39
Concrete, WA 98237

Phone (360) 853-8401

Tenant: June F. Moore
6701 N. Parkview Lane
Tacoma, WA 98407

253.761.0777

253.468.4722

junimuni@harbornet.com

29. Personal guarantee: As additional consideration for this Lease, the Tenant, if a corporation or other legal entity, personally guarantees for themselves and their heirs, successors and assigns, the terms and conditions of this agreement.

30. Validation: In witness whereof, Landlord has caused this instrument to be signed by its Mayor and Clerk by the authority of the Town of Concrete, and this instrument was signed and executed by Landlord the day and year first above written.

Landlord:
Town of Concrete,
a Municipal Corporation

Mayor, Town of Concrete

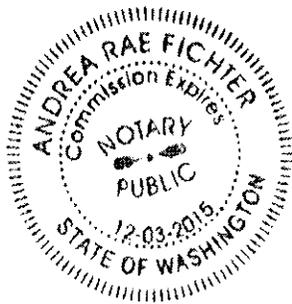
Tenant:

June F. Moore

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me **Jason Miller** known to be the individual(s) described in and who executed the within and foregoing instrument and that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of September, 2015.

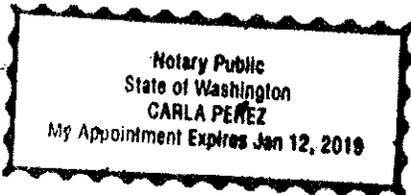


[Signature]
Notary Public for the State of Washington
Residing at Concrete, WA
My Commission Expires: 12/03/15
Print Name: Andrea R Fichter

State of Washington)
) ss.
County of ~~Skagit~~ Pierce)

On this day personally appeared before me **June F. Moore** known to be the individual(s) described in and who executed the within and foregoing instrument and that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of September, 2015.



[Signature]
Notary Public for the State of Washington
Residing at Pierce County
My Commission Expires: Jan 12, 2019
Print Name: Carla Perez

CONSENT AND ASSIGNMENT OF LEASES AGREEMENT

This Consent and Assignment of Leases Agreement is entered into and effective the ____ day of _____, 2016, ("Effective Date") by and between, June F. Moore ("Assignor") and Donald and Deborah Smith, ("Assignee") and the town of Concrete, a Washington municipal corporation ("Landlord").

RECITALS:

A. Assignor is the Lessee under certain Leases described herein in which the Town of Concrete ("Landlord") is the Landlord.

B. Assignor desires to assign all such Leases to Assignee and the Landlord is willing to consent to such an assignment.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, the parties hereto agree as follows:

1. Assignment of Lease. Assignor hereby assigns to Assignee all of its right title and interest as lessee under the following leases ("Leases") between Assignor and Landlord:

- a. Lease dated February 13, 2016 for the premises commonly known as 7879 South Superior Avenue #40 Concrete, WA 98237 and legally described as follows:

Lot #40 of the binding site plan #C-1-88 recorded in the office of Skagit County Auditor under File #8810050086. Subject to: Restriction, easements, encumbrances and reservations of record, if any, as of the date of signing of the lease. Reserving a non-exclusive easement over and across the premises to provide ingress and egress to any and all such buildings and areas and other adjacent properties owned by Landlord, Landlord shall exercise said easement so as not to unreasonably interfere with Tenant's use of the property.

True and correct copies of the Lease/s are attached hereto as Exhibit "A"

2. Assumption of Lease. Assignee accepts the assignment of the Leases and agrees to perform all of Assignor's obligations under the Leases. Landlord shall be deemed an express and intended beneficiary of Assignee's assumption of the obligations of Assignor under the Leases.

3. Consent to Assignment. Landlord consents and agrees to the foregoing assignment

and assumption of obligation by Assignee and releases Assignor from all obligations under the Leases.

4. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that, as of the date of this Agreement, Assignor has no claims or cause of action against the Landlord in connection with the performance of any of Landlord's obligations under the Leases.

5. Landlord's Representations and Warranties Landlord represents and warrants that, as of the date of this Agreement, no default by Assignor of any kind exists under the Leases, nor has any event occurred which, with the lapse of time or upon notice, would constitute such a default. Landlord further warrants that, as of the date of this Agreement, the Leases are in full force and effect, that it has no defenses to the performance of any covenant under the Leases and agrees to perform all of Landlord's obligations under the Leases.

6. Effect of an Event of Default. If Assignor shall default on the terms of this Agreement, Assignee shall have all the rights and remedies provided in related documents or available at law, in equity or otherwise.

7. Miscellaneous.

7.1. No other Agreements. This agreement constitutes the full agreement between the parties and may not be modified except in writing signed by the person to be charged with said modification.

7.2. Interpretation. This agreement is to be interpreted under the laws of the state of Washington and the parties hereto agree that the jurisdiction and venue of any action shall be laid in the superior courts of the State of Washington in Snohomish County.

7.3. Assignability. Neither party shall assign or transfer any rights or obligations under this Agreement without the written consent of the other. To the extent so consented to, the benefits and burdens of this agreement shall accrue to or obligate the heirs, successors, or assigns of the parties hereto.

7.4. Attorneys' Fees. To the extent that either party is required to resort to legal action for the enforcement of this Agreement, the prevailing party shall be entitled to all costs of such enforcement including reasonable attorneys' fees.

7.5. Non-waiver. No failure to assert any rights or remedies available to a party or a waiver by course of dealing or otherwise for any breach hereof shall constitute a waiver or acceptance as to any subsequent breach hereof.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, appeared **Donald Smith** known to me (or proven by satisfactory evidence) to be the individual who executed the foregoing instrument and acknowledged said instrument as his free and voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Printed Name: _____
NOTARY PUBLIC in and for the
State of Washington residing
at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, appeared **Deborah Smith**, known to me (or proven by satisfactory evidence) to be the individual who executed the foregoing instrument and acknowledged said instrument as his free and voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Printed Name: _____
NOTARY PUBLIC in and for the
State of Washington residing
at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, appeared **June F. Moore**, known to me (or proven by satisfactory evidence) to be the individual who executed the foregoing instrument and acknowledged said instrument as his free and voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Printed Name: _____
NOTARY PUBLIC in and for the
State of Washington residing
at _____
My commission expires: _____

TOWN OF CONCRETE
AIRPORT LEASE AGREEMENT

EXHIBIT A - Lease
Assignment Lot #40
Moore to Smith-11/14/16

1. This is a lease made and entered into this 15th day of February, 2016, by and between the Town of Concrete, a Washington municipal corporation, hereinafter referred to as "Landlord", and June Moore hereinafter referred to as "Tenant."

Description of Property: Landlord and Tenant agree to rent the following described property situated in Concrete, Skagit County, State of Washington:

Lot # 40

of the binding site plan # C-1-88 recorded in the office of Skagit County Auditor under File # 8810050086. Subject to: Restriction, easements, encumbrances and reservations of record, if any, as of the date of signing of the lease. Reserving a non-exclusive easement over and across the premises to provide ingress and egress to any and all such buildings and areas and other adjacent properties owned by Landlord, Landlord shall exercise said easement so as not to unreasonably interfere with Tenant's use of the property.

2. Condition of Premises: Tenant accepts the premises in their present condition and is not relying upon any representations by the Landlord.

3. Term: The first term of this lease shall begin on February 23, 2016 and end on December 31, 2019 (3 years and 10 months).

4. Option to Extend: Tenant is granted the right to extend this lease for seven (7) consecutive five (5) - year option periods, subject to rent adjustments, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the initial term or any extended term. The right to extend the lease is conditioned upon Tenant's full performance of the lease obligations. The Town, at its discretion, may agree to extend the lease for additional five-year terms. Any holding over after the expiration of this Lease without extending the agreement will be construed as a month-to-month tenancy.

5. Deposit: Tenant will make or has a deposit of \$210.22 as security for the performance of this agreement. Any default of the terms of this agreement will result in forfeiture of the deposit and retention of the payment does not prejudice the rights to pursue other remedies.

Landlord acknowledges receipt of a deposit in the amount of \$210.22.

6. Rent: Rent is \$210.22 per year, payable annually in payments starting on the 1st day of January. Rent for the first year will be prorated to the end of the calendar year. Rent amounts will be reviewed for each year ending in a five or zero. The rent will be adjusted by the Town of Concrete to be a market rate rent for similar municipal airports and ground leases. If the rent is not paid within 6 months of the due date, this lease agreement is terminated.

6.1 For the first year, as additional rent, Tenant's reimbursement obligation for insurance is \$32.24. The insurance or assessments will be adjusted in December of each year by dividing the number of lots into the amount paid for the insurance premium or other assessment. The Town of Concrete's airport liability policy does not cover the Tenant.

6.2 The parties agree that this lease is a triple net lease which means that the Tenant pays all additional costs associated with the leasehold premises including but not limited to proportional share of all other operating costs during the full term of this lease. If the town chooses to exercise this section of the lease and install such items as would be considered additional costs the Town shall notify each leaseholder in writing of its intent and allow for comment and suggestions prior to installation of said facilities.

6.3 If after the initial term of the lease, the parties cannot agree as to the additional rent assessment or the fair rental value of the premises, the fair rental value of the premises shall be determined as though the tract was a separate vacant identifiable tract and such determination shall be made by an MAI appraiser whose selection shall be determined by mutual agreement of the parties; or alternately, by the presiding judge of the Superior Court of Skagit County on petition by either party. The cost for such an appraisal shall be borne equally by both parties. Rental adjustments for the expansion area will be considered at the same time as rental adjustments for the initial leased premises area.

7. Hold Harmless Provisions, Liability and Indemnity: The Town of Concrete, its officers, employees and agents, shall not be liable for any injury (including death) or damage to any persons or to any property sustained or alleged to have been sustained by the Tenant or by others as a result of any condition (including existing or future defects in the premises), or occurrence whatsoever related in any way to the premises or related in any way to the Tenant's use of the premises or Tenant's performance under this lease, except to the extent of such damage caused by the gross negligence of the Town. Tenant agrees to defend and hold and save the Town, its officer, employees and agents, harmless from any and all liability or expense (including expense of litigation) in connection with any such terms of actual or alleged injury or damage.

8. Type of Activity and Construction of Improvements: Tenant has or intends to erect structures and improvements on the premises for the purpose of airport hangar facilities. The tenant may include one apartment/living area in hangar; that area may be occupied by the tenant or guests, and may not be used as a rental. The living area is incidental to the operation of the premises which must be used as a hangar. Use as a hangar is the only type of activity to be conducted upon the premises. If the Tenant fails to use the premises as an airport hangar and related activities, the Tenant is in default of this agreement and the lease may be terminated. The hangar is not to be used solely as a storage facility, but rather should be a working hangar. All activities, uses and structures must comply with all Town, County, State and Federal laws and ordinances including but not limited to the Town Zoning Code.

The Tenant will construct a building or structure on the leased premises within the first five years of the execution of said lease, or the Landlord, at its option, may refuse to extend the lease beyond the first term and may declare any further extensions void. Tenant may only construct a hangar. Tenant's buildings, interior construction and other improvements, are at Tenant's expense. All building, interior construction or any other improvement must be built and maintained in compliance with local, county, state and federal codes and laws as they exist or are amended.

Tenant agrees to obtain and comply with all necessary permits for the operation and conduct of Tenant's activities and construction of any leasehold improvements. If Tenant fails to obtain and comply with such permits, then Tenant accepts full responsibility for any and all costs incurred by the Town of Concrete, including actual attorney's fees.

8.1 Tenant may acquire no more than two (2) vacant leases/lots until Section 8 of said lease has been completed for leases/lots already in the possession of the Tenant. If Tenant currently holds leases/lots that contain a hangar or other structure as approved by the TOWN, these leases/lots shall not be considered part of the two (2) maximum lots as stated above.

9. Disposition of Improvements at End of Lease: At the end of the lease or extension, Tenant has the right to remove all of the buildings, equipment, personal property and trade fixtures placed on the premises by Tenant during the period of this lease, provided the tenant has paid all rent and timely performed all terms of the lease. In the event the Tenant fails to remove any buildings, equipment, personal property and trade fixtures from the premises at the conclusion of the lease, the Landlord shall, at its option, have the right to retain it or in the alternative, remove it at Tenant's expense. Landlord may recover any costs and expenses from the Tenant resulting from the removal.
10. Off Street Parking: Tenant agrees to provide space for the parking of all vehicles necessary to comply with the use as an airport hangar. Tenant will not use any public streets, rights of way or other properties not included in this lease for the parking of vehicles.
11. Maintenance of Facilities: Tenant is responsible for all maintenance and/or repair of the leased premises and all improvements. The premises shall be maintained in such condition so as not to create a hazard or be unsightly, and will at all times conform to existing laws. Tenant agrees not to allow conditions of waste and will keep the premises in a neat, clean, and orderly condition. Tenant shall indemnify Landlord for clean-up costs for any waste or nuisance including toxic waste or other contaminants.
12. Taxes and Utilities: Tenant will pay for all license fees and taxes due as a result of the property or activities conducted on the premises by the tenant. Tenant agrees to pay for all public utilities that are used in or charged against the premises, and will hold the Landlord harmless from such charges.
13. Advertising and Signs: No signs or other advertising matter, symbols, canopies or awnings shall be installed, attached to or painted on the premises without the prior written approval of the Town.
14. Liens and Insolvency: Tenant shall keep the leased premises free from any liens arising out of work performed, materials furnished, or obligations incurred by Tenant. In the event Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Tenant, then the Landlord may cancel this lease at Landlord's option.
15. Laws and Regulations: The Tenant agrees to conform to and abide by all laws, rules, codes and regulations of the United States, the State of Washington, the FAA and any municipality or agency. Tenant's use and operation of may not be in violation of any rules, codes, laws, or regulations.
16. Costs and Attorney's Fees: In the event it is necessary for either party herein to bring an action to enforce the terms, conditions or covenants of this lease, then the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements.
17. Equal Opportunity: Tenant agrees that in the conduct of activities on the leased premises it will be an equal opportunity employer in accordance with the 1964 Civil Rights Act and the State of Washington Human Rights Commission.
18. Termination: Upon termination of this lease or any extension, Tenant will surrender the premises to Landlord peaceably and quietly and in the condition required by this agreement.
19. Default and Re-Entry: Time is the essence of this agreement. If the tenant does not pay rent, violates any other terms of this agreement, this lease is terminated unless the Tenant cures the non-complying condition after notice. Notice will be given in accordance with RCW 59.12.030. If the Tenant fails to cure the default, Landlord may at its option, declare this lease forfeited, and may elect to re-enter.

Delinquent rent or other payments shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. In the event of any default the Landlord may elect to remove property from the premises and may sell the property, without notice to Tenant, after it has been stored for a period of thirty (30) days.

20. Assignment: Tenant will not, by operation of law or otherwise, assign any portion of the lease premises without Landlord's prior written consent. The consent of Landlord to any assignment will not relieve Tenant from obtaining Landlord's express written consent to any other or further assignment. Landlord may deny consent to an assignment for any reason. Tenant will pay to the Landlord a non-refundable assignment request fee in the amount of \$50.00, this amount shall cover the costs of the paperwork to transfer said lease if the request is approved. Tenant and assignee must execute a consent to assignment agreement in a form satisfactory to Landlord. Such consent is subject to approval by the Council of the Town of Concrete.

21. Landlord's Right to Enter Premises: Landlord and/or its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes.

- In case of emergency, as authorized by law or as authorized by this agreement;
- To do what the Landlord has the right or obligation to perform;
- To post "For Rent" or "For Lease" signs during any period that the Tenant is in default; and to repair, maintain or improve the premises, only in event of default;
- To do any other act or thing necessary for the safety or preservation of the premises.

Landlord will not be liable in any manner for any damages arising out of the Landlord's entry onto the premises as provided in this paragraph. Landlord will conduct the entry onto the premises in a manner that causes the least disturbance.

22. Right of Quiet Enjoyment: Tenant's right of occupancy will not be disturbed during the term of this lease except as allowed by this lease, the law or in case of emergency.

23. Time is of the Essence: It is mutually agreed and understood that time is of the essence of this lease and that a waiver of any default of Tenant shall not be construed as a waiver of any subsequent default, and that any notice required to be given under this lease may be given by United States Mail addressed to the party identified in this lease.

24. Waiver of Subrogation: Landlord hereby releases Tenant from any and all right, claim and demand that Landlord may hereafter have against Tenant, or Tenant's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Tenant arising out of any Losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and sustained by Landlord in or around the premises. Tenant hereby releases Landlord from any and all right, claim and demand that Tenant may hereafter have against Landlord or Landlord's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies. The waivers provided for in this paragraph shall be applicable and effective only in the event such waivers are obtained from the insurance carriers concerned.

25. Condemnation: In the event that the premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use consistent with the operation of an airport hangar, this Lease shall terminate. Tenant is entitled to any sums payable by the condemnor for their personal property, trade fixtures or moving expenses.

26. Federal Aviation Administration Requirements: Tenant agrees:
- 26.1 To prevent any operation of the leased premises that would produce electromagnetic radiations of a nature which would cause interference with any existing or future navigational aid or communication aid serving Concrete Airport; to prevent any operation that would create any interfering or confusing light or in any way restrict visibility at the airport.
- 26.2 To prevent any use of the leased premises which would interfere with landing or taking off of airport at Concrete Airport, or otherwise constitute an aircraft hazard; and
- 26.3 To comply with all applicable FAA or other governmental regulations.
27. Retention Of Airspace Rights By Landlord: Landlord retains the public and private right of flight for passage of aircraft in the airspace above the surface of the premises and the right to cause such noise as may be inherent in the operation of aircraft. These rights apply to current or future use for takeoff, landing, navigation, flight or any other operation at the Concrete Airport.
28. Notices: All notices or payments may be delivered or mailed. If mailed, they should be sent to the following respective addresses:

Landlord: Town of Concrete
P. O. Box 39
Concrete, WA 98237

Phone (360) 853-8401

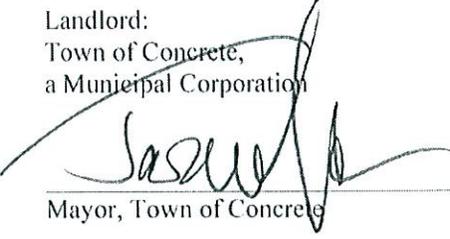
Tenant: June Moore
3107 Emerald Lane
Gig Harbor, WA 98335

Phone (253)468.4722

29. Personal guarantee: As additional consideration for this Lease, the Tenant, if a corporation or other legal entity, personally guarantees for themselves and their heirs, successors and assigns, the terms and conditions of this agreement.

30. Validation: In witness whereof, Landlord has caused this instrument to be signed by its Mayor and Clerk by the authority of the Town of Concrete, and this instrument was signed and executed by Landlord the day and year first above written.

Landlord:
Town of Concrete,
a Municipal Corporation



Mayor, Town of Concrete

Tenant:



June Moore

Please See Attached
Acknowledgement
From Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Mateo)

On 13th FEBRUARY, 2016 before me, Samir K Mehta, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared JUNE MOORE -
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Samir K. Mehta
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document LEASE AGREEMENT
Title or Type of Document: TOWN OF CONCRETE AIRPORT Document Date: _____
Number of Pages: 6 Signer(s) Other Than Named Above: NONE

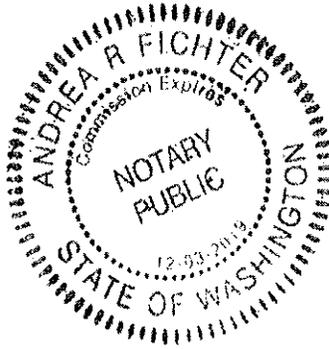
Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

State of Washington)
) ss.
County of Skagit)

EXHIBIT A - Lease
Assignment #40
Moore to Smith 11/14/16

On this day personally appeared before me **Jason Miller** known to be the individual(s) described in and who executed the within and foregoing instrument and that ~~he/she/they~~ signed the same as ~~his/her/their~~ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd day of February, 2016



Notary Public for the State of Washington
Residing at Concrete, WA
My Commission Expires: 12/03/19
Print Name: Andrea R. Fichter

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me **June Moore** known to be the individual(s) described in and who executed the within and foregoing instrument and that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20 ____.

Notary Public for the State of Washington
Residing at _____
My Commission Expires: _____
Print Name: _____

Andrea Fichter

From: barry.smith@vintageaircraftmuseum.org
Sent: Friday, October 28, 2016 3:47 PM
To: Andrea Fichter
Cc: drew jenkins; Jim Jenkins; Julie Hubner
Subject: Mears Field Lots #22

Andrea,

Thank you for your letter advising me of NCVAM's pending expiration of our lease on Lot #22. You are correct in that it is not now the Museum's intent to build a hangar improvement on this lot.

Consequently NCVAM understands that ownership of Lot #22 will revert to the City at the City Council meeting of November 14, 2016.

The Museum retains its keen interest in the City and its future and looks forward to working with it on other matters.

Please advise should I be able to provide anything further.

Barry

BARRY SMITH
President
NCVAM

Sent from Mail for Windows 10

Andrea Fichter

From: drewjenkins [drewjenkins57h@gmail.com]
Sent: Tuesday, November 01, 2016 9:19 AM
To: Andrea Fichter
Subject: Re: Mears Field - Lot Availability #22

andrea

I will take the lot let me know when you need me to come down and pay for the lot
regards
drew

On Mon, Oct 31, 2016 at 11:57 AM, Andrea Fichter <Andreaaf@concretewa.gov> wrote:

To finish out this year and make the deposit it would be \$241.20. I will mail out invoices in January for 2017 which that total cost would be \$242.46. Let me know if you have any further questions and if you will or will not be taking this lot. Thanks

Andrea Fichter

Clerk Treasurer

Town of Concrete

From: drewjenkins [mailto:drewjenkins57h@gmail.com]
Sent: Monday, October 31, 2016 11:39 AM
To: Andrea Fichter
Subject: Re: Mears Field - Lot Availability #22

hi Andrea

can you give me a cost breakdown of what it is going to cost me to take this lot. thank you very much
drew

On Oct 31, 2016 08:03, "Andrea Fichter" <Andreaaf@concretewa.gov> wrote:

Drew,

Please review the attached and let me know as soon as you are able if you are interested in this lot. If you are interested in this lot, I should be able to get the lease developed and take to the council for approval at their next meeting on November 14, 2016. Thank you!

TOWN OF CONCRETE
AIRPORT LEASE AGREEMENT

1. This is a lease made and entered into this ____ day of _____, 20____, by and between the Town of Concrete, a Washington municipal corporation, hereinafter referred to as "Landlord", and Drew Jenkins, hereinafter referred to as "Tenant."

Description of Property: Landlord and Tenant agree to rent the following described property situated in Concrete, Skagit County, State of Washington:

Lot # 22

of the binding site plan # C-1-88 recorded in the office of Skagit County Auditor under File # 8810050086. Subject to: Restriction, easements, encumbrances and reservations of record, if any, as of the date of signing of the lease. Reserving a non-exclusive easement over and across the premises to provide ingress and egress to any and all such buildings and areas and other adjacent properties owned by Landlord, Landlord shall exercise said easement so as not to unreasonably interfere with Tenant's use of the property.

2. Condition of Premises: Tenant accepts the premises in their present condition and is not relying upon any representations by the Landlord.

3. Term: The term of this lease shall begin on November 14, 2016 and end on December 31, 2019 (3 years and 2 months).

4. Option to Extend: Tenant is granted the right to extend this lease for seven (7) consecutive five (5) – year option periods, subject to rent adjustments, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the initial term or any extended term. The right to extend the lease is conditioned upon Tenant's full performance of the lease obligations. The Town, at its discretion, may agree to extend the lease for additional five-year terms. Any holding over after the expiration of this Lease without extending the agreement will be construed as a month-to-month tenancy.

5. Deposit: Tenant will make or has a deposit of \$210.22 as security for the performance of this agreement. Any default of the terms of this agreement will result in forfeiture of the deposit and retention of the payment does not prejudice the rights to pursue other remedies.

[] Landlord acknowledges receipt of a deposit in the amount of \$210.22.

6. Rent: Rent is \$210.22 per year, payable annually in payments starting on the 1st day of January. Rent for the first year will be prorated to the end of the calendar year. Rent amounts will be reviewed for each year ending in a five or zero. The rent will be adjusted by the Town of Concrete to be a market rate rent for similar municipal airports and ground leases. If the rent is not paid within 6 months of the due date, this lease agreement is terminated.

6.1 For the first year, as additional rent, Tenant's reimbursement obligation for insurance is \$32.24. The insurance or assessments will be adjusted in December of each year by dividing the number of lots into the amount paid for the insurance premium or other assessment. The Town of Concrete's airport liability policy does not cover the Tenant.

6.2 The parties agree that this lease is a triple net lease which means that the Tenant pays all additional costs associated with the leasehold premises including but not limited to proportional share of all other operating costs during the full term of this lease. If the town chooses to exercise this section of the lease and install such items as would be considered additional costs the Town shall notify each leaseholder in writing of its intent and allow for comment and suggestions prior to installation of said facilities.

6.3 If after the initial term of the lease, the parties cannot agree as to the additional rent assessment or the fair rental value of the premises, the fair rental value of the premises shall be determined as though the tract was a separate vacant identifiable tract and such determination shall be made by an MAI appraiser whose selection shall be determined by mutual agreement of the parties; or alternately, by the presiding judge of the Superior Court of Skagit County on petition by either party. The cost for such an appraisal shall be borne equally by both parties. Rental adjustments for the expansion area will be considered at the same time as rental adjustments for the initial leased premises area.

7. Hold Harmless Provisions, Liability and Indemnity: The Town of Concrete, its officers, employees and agents, shall not be liable for any injury (including death) or damage to any persons or to any property sustained or alleged to have been sustained by the Tenant or by others as a result of any condition (including existing or future defects in the premises), or occurrence whatsoever related in any way to the premises or related in any way to the Tenant's use of the premises or Tenant's performance under this lease, except to the extent of such damage caused by the gross negligence of the Town. Tenant agrees to defend and hold and save the Town, its officer, employees and agents, harmless from any and all liability or expense (including expense of litigation) in connection with any such terms of actual or alleged injury or damage.

8. Type of Activity and Construction of Improvements: Tenant has or intends to erect structures and improvements on the premises for the purpose of airport hangar facilities. The tenant may include one apartment/living area in hangar; that area may be occupied by the tenant or guests, and may not be used as a rental. The living area is incidental to the operation of the premises which must be used as a hangar. Use as a hangar is the only type of activity to be conducted upon the premises. If the Tenant fails to use the premises as an airport hangar and related activities, the Tenant is in default of this agreement and the lease may be terminated. The hangar is not to be used solely as a storage facility, but rather should be a working hangar. All activities, uses and structures must comply with all Town, County, State and Federal laws and ordinances including but not limited to the Town Zoning Code.

The Tenant will construct a building or structure on the leased premises within the first five years of the execution of said lease, or the Landlord, at its option, may refuse to extend the lease beyond the first term and may declare any further extensions void. Tenant may only construct a hangar. Tenant's buildings, interior construction and other improvements, are at Tenant's expense. All building, interior construction or any other improvement must be built and maintained in compliance with local, county, state and federal codes and laws as they exist or are amended.

Tenant agrees to obtain and comply with all necessary permits for the operation and conduct of Tenant's activities and construction of any leasehold improvements. If Tenant fails to obtain and comply with such permits, then Tenant accepts full responsibility for any and all costs incurred by the Town of Concrete, including actual attorney's fees.

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complying condition after notice. Notice will be given in accordance with RCW 59.12.030. If the Tenant fails to cure the default, Landlord may at its option, declare this lease forfeited, and may elect to re-enter. Delinquent rent or other payments shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. In the event of any default the Landlord may elect to remove property from the premises and may sell the property, without notice to Tenant, after it has been stored for a period of thirty (30) days.

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- In case of emergency, as authorized by law or as authorized by this agreement;
- To do what the Landlord has the right or obligation to perform;
- To post "For Rent" or "For Lease" signs during any period that the Tenant is in default; and to repair, maintain or improve the premises, only in event of default;
- To do any other act or thing necessary for the safety or preservation of the premises.

Landlord will not be liable in any manner for any damages arising out of the Landlord's entry onto the premises as provided in this paragraph. Landlord will conduct the entry onto the premises in a manner that causes the least disturbance.

22. Right of Quiet Enjoyment: Tenant's right of occupancy will not be disturbed during the term of this lease except as allowed by this lease, the law or in case of emergency.

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24. Waiver of Subrogation: Landlord hereby releases Tenant from any and all right, claim and demand that Landlord may hereafter have against Tenant, or Tenant's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Tenant arising out of any Losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and sustained by Landlord in or around the premises. Tenant hereby releases Landlord from any and all right, claim and demand that Tenant may hereafter have against Landlord or Landlord's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies. The waivers provided for in this paragraph shall be applicable and effective only in the event such waivers are obtained from the insurance carriers concerned.

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this Lease shall terminate. Tenant is entitled to any sums payable by the condemnor for their personal property, trade fixtures or moving expenses.

26. Federal Aviation Administration Requirements: Tenant agrees:

26.1 To prevent any operation of the leased premises that would produce electromagnetic radiations of a nature which would cause interference with any existing or future navigational aid or communication aid serving Concrete Airport; to prevent any operation that would create any interfering or confusing light or in any way restrict visibility at the airport.

26.2 To prevent any use of the leased premises which would interfere with landing or taking off of airport at Concrete Airport, or otherwise constitute an aircraft hazard; and

26.3 To comply with all applicable FAA or other governmental regulations.

27. Retention Of Airspace Rights By Landlord: Landlord retains the public and private right of flight for passage of aircraft in the airspace above the surface of the premises and the right to cause such noise as may be inherent in the operation of aircraft. These rights apply to current or future use for takeoff, landing, navigation, flight or any other operation at the Concrete Airport.

28. Notices: All notices or payments may be delivered or mailed. If mailed, they should be sent to the following respective addresses:

Landlord: Town of Concrete
P. O. Box 39
Concrete, WA 98237

Phone (360) 853-8401

Tenant: Drew Jenkins
7879 S. Superior Avenue #4
Concrete, WA 98237
425.922.6240

Drewjenkins57H@gmail.com

29. Personal guarantee: As additional consideration for this Lease, the Tenant, if a corporation or other legal entity, personally guarantees for themselves and their heirs, successors and assigns, the terms and conditions of this agreement.

30. Validation: In witness whereof, Landlord has caused this instrument to be signed by its Mayor and Clerk by the authority of the Town of Concrete, and this instrument was signed and executed by Landlord the day and year first above written.

Landlord:
Town of Concrete,
a Municipal Corporation

Tenant:

Mayor, Town of Concrete

Drew Jenkins

Page 5 of 6

Mears Field Airport Lease Lot #22

_____ Tenant initials

64

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me **Jason Miller** known to be the individual(s) described in and who executed the within and foregoing instrument and that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public for the State of Washington
Residing at _____
My Commission Expires: _____
Print Name: _____

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me **Drew Jenkins** known to be the individual(s) described in and who executed the within and foregoing instrument and that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public for the State of Washington
Residing at _____
My Commission Expires: _____
Print Name: _____



- Advocacy
- Training & Resources
- Benefits
- W Compensation
- Services

Health & Benefits » Rates » Benefits rates » Rates - VSP

V

Plan descriptions

	2016 rate	2017 rate	% Increase from 2016
No deductible			
Employee	11.30	11.30	0
Employee + 1	22.60	22.60	0
Employee + 2	33.90	33.90	0
\$10 deductible			
Employee	9.82	9.82	0
Employee + 1	19.64	19.64	0
Employee + 2	29.46	29.46	0
\$25 deductible			
Employee	7.96	7.96	0
Employee + 1	15.92	15.92	0
Employee + 2	23.88	23.88	0
Low option plan			
Employee	6.29	6.29	0
Employee + 1	12.58	12.58	0
Employee + 2	18.87	18.87	0
Second pair option rider <i>(can be added to any of the plans above)</i>			
Employee	1.09	1.09	0
Employee + 1	2.18	2.18	0
Employee + 2	3.27	3.27	0

★ \$88.38/monthly = \$1,060.56/Annually

★ \$981/monthly = \$11772/Annually

total increase \$1,072²⁸ Annually

VSP full-family rate changed to three-tier rating structure effective 1/1/15.

- | | | | | |
|------------------------|----------------------|--------------------------------|---------------------------|----------------------------------------|
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1076 Franklin St. SE
 Olympia, WA 98501
 360.753.4137
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lele

More Choice and Convenience for AWC Employees with VSP Vision Care



Finding the right eyecare provider is important to your eye health and overall wellness. That's why you can choose to see a VSP doctor, retail chain affiliate provider, or any other provider.

You'll enjoy convenience, service, and savings with a VSP doctor. Most offer evening and weekend hours, and with a VSP doctor you'll get the most out of your benefit, including a WellVision Exam® and other services to ensure the health of your eyes. You'll also receive additional discounts on overages and non-covered services. Plus, your satisfaction is guaranteed with a VSP doctor.

Using your VSP benefit is easy.

Whether you choose to see a VSP doctor, retail chain affiliate, or any other provider, using your vision coverage is simple and convenient.

- **Find an eyecare provider who's right for you.**
To find a VSP doctor or an affiliate provider, visit vsp.com or call 800.877.7195.
- **Review your benefit information.** Visit vsp.com to review your plan coverage and how it differs with retail chain affiliates and other providers.
- **At your appointment, tell them you have VSP.**
There's no ID card necessary.

That's it. VSP will handle the rest—there are no claim forms to complete when you see a VSP doctor or retail chain affiliate.

Visit vsp.com or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members

VSP Doctor Network: VSP Signature

Eye Exam (once every 12 months)	<ul style="list-style-type: none"> • Fully covered 	<ul style="list-style-type: none"> • Fully covered **
Prescription Glasses	<ul style="list-style-type: none"> • \$10 copay 	<ul style="list-style-type: none"> • \$10 copay
Frame (once every 24 months)	<ul style="list-style-type: none"> • \$120 allowance • 20% discount on amount over your allowance 	<ul style="list-style-type: none"> • \$70 allowance at Costco® • \$120 allowance at affiliate providers other than Costco®
Lenses (once every 12 months)	<ul style="list-style-type: none"> • Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children 	<ul style="list-style-type: none"> • Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children
Lens Options	<ul style="list-style-type: none"> • Photochromics, Polarized, Scratch coating, Anti-reflective coating, Color and Ski coatings, Tints and Dyes are covered in full. • Average 35% - 40% off non-covered lens options 	<ul style="list-style-type: none"> • Check with Costco® and affiliate providers for available covered lens options. • Check with Costco® for VSP member pricing on non-covered lens options • 20% off non-covered lens options at affiliate providers other than Costco®
Contacts (once every 12 months instead of glasses)	<ul style="list-style-type: none"> • \$150 allowance for contacts and contact lens exam (fitting and evaluation) 	<ul style="list-style-type: none"> • \$150 allowance for contacts • Contact lens exam is a private transaction
Extra Savings and Discounts	<ul style="list-style-type: none"> • Available through VSP doctors only 	<ul style="list-style-type: none"> • Not available

Visit vsp.com for details, if you plan to see a provider other than a VSP doctor.

Exam.....	\$50.00	Trifocal Lenses.....	\$100.00
Single Vision Lenses.....	\$50.00	Frame.....	\$70.00
Bifocal Lenses.....	\$75.00	Contact Lenses.....	\$150.00
Tints.....	\$5.00 (total)		

*Coverage with a retail chain affiliate may be different. Once your benefit is effective, visit vsp.com for details. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

**Once your benefit is effective visit www.vsp.com to verify the Costco Doctor you are planning to visit is part of the affiliate network with VSP.

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ATTACHMENT A
AMMENDMENT 1 - SCOPE OF WORK AND COST SUMMARY

A 30% design plan set and engineers estimate were submitted to the Town of Concrete (Town) for review on October 27th, 2016. Just prior to the submittal, an unanticipated circumstance resulted in a change in Town staff associated with the review of the project. During the review, the Town developed a list of questions that would require a meeting to update the Town on design elements previously discussed, and a field visit to gather additional information. The resulting, unanticipated meeting and site visit are not currently scoped under Work Element 1 of the Town's Professional Service Agreement dated May 31st, 2016. The following summarizes work elements, deliverables, and costs associated with the additional work.

Work Element 1 – Utility Design Coordination and Plans Preparation

This task includes coordination and consultation with the Town to update new staff on the state of project development and perform, attend a meeting, and perform field work. For this effort, Tuttle Engineering and Management (Contractor) will:

- a. Travel to and from the site.
- b. Attend one (1) project meeting to update the project status as it relates to prior discussions and design considerations.
- c. Perform field work to address specific questions and future project design elements.

Element 1 Deliverables:

- Resulting changes from the meeting will be incorporated into the 90% design deliverable as currently contracted.

Element 1 Effort: We estimate that up to 6 hours of staff time will be needed for travel, a meeting, and field work.

Estimated Fee Summary:

6 hrs. @ \$115.20/hr. = \$691.20, or \$700.

AMENDMENT 1
PROFESSIONAL SERVICE AGREEMENT
WITH
TUTTLE ENGINEERING AND MANAGEMENT

IN CONSIDERATION OF the Professional Service Agreement signed and executed May 31, 2016 between the Town of Concrete, hereinafter referred to as the “Town” and Tuttle Engineering and Management, hereinafter referred to as the “Contractor”, and in accordance with Section 8 of said Agreement regarding changes to agreements between said parties the following provisions of said agreement are hereby amended by mutual agreement between the Town and Contractor:

1. Work Element 1 – Utility Design Coordination and Plans Preparation

Coordination and consultation with the Town to update new staff on the state of project development, attend a meeting, and perform field work (Attachment A).

All other provisions of said agreement are and shall remain in effect as originally executed.

TOWN OF CONCRETE

By: _____
(Town Representative)

Date: _____

TUTTLE ENGINEERING AND MANAGEMENT

By: _____
(Contractor)

Date: _____

APPROVED AS TO FORM

By: _____
Town Attorney

Date: _____

Fill in this information to identify your case:

Debtor 1 **Jan Gustav Ostebo**
First Name Middle Name Last Name

Debtor 2 **Suzanne Kay Ostebo**
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **EASTERN DISTRICT OF WASHINGTON**

Case number _____
(if known)

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

		Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion if any
2.1	Bayview Loan Servicing LLC <small>Creditor's Name</small> 4425 Ponce de Leon Blvd 5th Floor Miami, FL 33146 <small>Number, Street, City, State & Zip Code</small>	\$130,000.00	\$71,800.00	\$58,200.00
	Describe the property that secures the claim: 7258 B Ave Concrete, WA 98237 Skagit County LOTS 24 AND 25, BLOCK 1, CENTRAL BAKER Parcel No: P70548 (value based on most recent tax assessment) As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) Mortgage			
	Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input checked="" type="checkbox"/> Check if this claim relates to a community debt	Date debt was incurred 12/22/2011	Last 4 digits of account number 6490	

2.2	Spokane Teachers Credit Union <small>Creditor's Name</small> PO Box 1954 Spokane, WA 99210 <small>Number, Street, City, State & Zip Code</small>	\$12,922.75	\$12,922.75	\$0.00
	Describe the property that secures the claim: 2010 Scion XD 74,900 miles VIN: JTKKUB40A1005675 As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit			
	Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another			

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

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page 1 of 2

Best Case Bankruptcy

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Debtor 1 **Jan Gustav Ostebo**
First Name Middle Name Last Name

Debtor 2 **Suzanne Kay Ostebo**
First Name Middle Name Last Name

Case number (if know) _____

Check if this claim relates to a community debt Other (including a right to offset) Purchase Money Security

Date debt was incurred 08/2015 Last 4 digits of account number 5210

Add the dollar value of your entries in Column A on this page. Write that number here:
 If this is the last page of your form, add the dollar value totals from all pages.
 Write that number here:

\$142,922.75
\$142,922.75

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

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Fill in this information to identify your case:

Debtor 1 Jan Gustav Ostebo
First Name Middle Name Last Name

Debtor 2 Suzanne Kay Ostebo
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: EASTERN DISTRICT OF WASHINGTON

Case number (if known) _____

Check if this is an amended filing

Official Form 106E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

- Do any creditors have priority unsecured claims against you?
 - No. Go to Part 2.
 - Yes.
- List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

	Total claim	Priority amount	Nonpriority amount
2.1 IRS Priority Creditor's Name <u>PO Box 7346</u> <u>Philadelphia, PA 19101-7346</u> <small>Number Street City State Zip Code</small>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Last 4 digits of account number _____ When was the debt incurred? _____ As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of PRIORITY unsecured claim: <input type="checkbox"/> Domestic support obligations <input checked="" type="checkbox"/> Taxes and certain other debts you owe the government <input type="checkbox"/> Claims for death or personal injury while you were intoxicated <input type="checkbox"/> Other. Specify _____ Who incurred the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input checked="" type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Notice Only			

2.2 IRS Special Procedures Priority Creditor's Name <u>920 W Riverside Room 440</u> <u>Spokane, WA 99201</u> <small>Number Street City State Zip Code</small>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Last 4 digits of account number _____ When was the debt incurred? _____ As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of PRIORITY unsecured claim: <input type="checkbox"/> Domestic support obligations <input checked="" type="checkbox"/> Taxes and certain other debts you owe the government <input type="checkbox"/> Claims for death or personal injury while you were intoxicated <input type="checkbox"/> Other. Specify _____ Who incurred the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input checked="" type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Notice Only			

Debtor 1 **Jan Gustav Ostebo**
 Debtor 2 **Suzanne Kay Ostebo**

4/15/16 8:45AM

Case number (if know) _____

4.2 **Paypal Buyer Credit**
 Nonpriority Creditor's Name
PO Box 105658
Atlanta, GA 30348
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
 Is the claim subject to offset?
 No
 Yes

Last 4 digits of account number **9841** **\$1,558.44**
 When was the debt incurred? _____
 As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
 Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **Credit Card**

Filed
4/15/16

4.3 **Town of Concrete**
 Nonpriority Creditor's Name
PO Box 39
Concrete, WA 98237
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt
 Is the claim subject to offset?
 No
 Yes

Last 4 digits of account number **218** **\$3,746.55**
 When was the debt incurred? _____
 As of the date you file, the claim is: Check all that apply
 Contingent
 Unliquidated
 Disputed
 Type of NONPRIORITY unsecured claim:
 Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts
 Other. Specify **Town Bill**

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only, 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

Total claims from Part 1	6a. Domestic support obligations	6a.	\$	Total Claim 0.00
	6b. Taxes and certain other debts you owe the government	6b.	\$	0.00
	6c. Claims for death or personal injury while you were intoxicated	6c.	\$	0.00
	6d. Other. Add all other priority unsecured claims. Write that amount here.	6d.	\$	0.00
	6e. Total Priority. Add lines 6a through 6d.	6e.	\$	0.00
Total claims from Part 2	6f. Student loans	6f.	\$	Total Claim 0.00
	6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g.	\$	0.00
	6h. Debts to pension or profit-sharing plans, and other similar debts	6h.	\$	0.00



201204160023
Skagit County Auditor

When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036

This space for Recorder's use



DocID# 16614876253521357

Tax ID: 4049-001-025-0012

Property Address:
7258 B Ave
Concrete, WA 98237
WA0-ADT 17631134

Recording Requested By:
Bank of America
Prepared By:
Danilo Cuenca
888-603-9011
450 E. Boundary St.
Chapin, SC 29036

MIN #: 100039032103071425

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is 8609 WESTWOOD CENTER, VIENNA, VA 22183 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **QUICKEN LOANS INC.**
Made By: **JAN OSTEBO AND SUZANNE OSTEBO, HUSBAND AND WIFE**
Original Trustee: **ORANGE COAST TITLE CO.**
Date of Deed of Trust: **1/18/2007**
Original Loan Amount: **\$103,500.00**

Recorded in Skagit County, WA on: 1/23/2007, book N/A, page N/A and instrument number 200701230102

Property Legal Description:
LOTS 24 AND 25, BLOCK 1, "CENTRAL BAKER" AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 70, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

APR 03 2012

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: Susan Douglas

ASSISTANT SECRETARY

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UNRECORDED ORIGINAL DOCUMENT

State of California
County of Ventura

On APR 03 2012 before me, Shannon J. Moore, Notary Public, personally appeared Susan Douglas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public: Shannon J. Moore (Seal)
My Commission Expires: 02-18-15



DocID# 16614876253521357



201204160023
Skagit County Auditor

76

AFTER RECORDING MAIL TO:
Alling Investments, Inc.
280 N. Burlington Blvd
Burlington, WA 98233



201112220110

Skagit County Auditor

12/22/2011 Page 1 of 1 1:48PM

Deed in Lieu of Foreclosure

THE GRANTOR, Alling Investments, Inc., primary place of business in Burlington, conveys and quitclaims to Jan and Suzanne Ostebo, husband and wife, all interest in the following described real estate, situated in the county of Skagit, state of Washington:

LOTS 24 THROUGH 25, BLOCK 1, CENTRAL BAKER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF THE PLATS, PAGE 70, RECORDS OF SKAGIT COUNTY, WASHINGTON

Assessor's Property Tax Parcel/Account Number: ^{4049 722} 4091-001-025-0012

Subject to easements, restrictions, reservations, covenants, and conditions of record and Deed of Trust dated 1/18/2007 and recorded under recording number 200701230102.

This deed is an absolute conveyance of title and is not intended as a mortgage, trust conveyance, or security of any kind. The consideration therefor is the sum of ten and no/100 dollars and full release of all debts and obligations heretofore existing on account, as executed in the attached Release and Covenant not to Pursue Mortgage Agreement, of that certain mortgage on said premises.

By accepting and recording this deed, the Grantee does not intend a merger of its interest under the above-described mortgage with the fee title conveyed by this deed, it being the intention of the parties that the property conveyed shall remain subject to the lien of the mortgage.

DATED this 22nd day of December, 2011.

T.R. Alling, PRESIDENT
Terence R. Alling, President
Alling Investments, Inc.
Grantor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20113911
DEC 22 2011

Amount Paid \$ 10
Skagit Co. Treasurer
By M6 Deputy



STATE OF WASHINGTON,

ss. (INDIVIDUAL ACKNOWLEDGMENT)

County of Skagit

I, Joanne E. Bruland, Notary Public in and for the State Washington, do hereby certify that on this 22nd day of December, 2011, personally appeared before me Terence R. Alling to me known to be the individual described in and who executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 22nd day of December, 2011.

Joanne E. Bruland

Notary Public in and for the state of Washington, residing at Burlington in said County.

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When Recorded Return to:



200807280184
Skagit County Auditor

7/28/2008 Page 1 of 4 3:13PM

Chicago Title Company - Island Division
Order No: IMV3235 MKP 1C46243

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made July 23, 2008 between

ALLING INVESTMENTS, INC., a Washington corporation
as **GRANTOR(S)**,
whose address is 17056 W. Big Lake Blvd. Mount Vernon WA 98274
and

Chicago Title Company - Island Division, a Washington Corporation
as **TRUSTEE**, whose address is 425 Commercial Street
P. O. Box 638, Mount Vernon WA 98273
and

RAYMOND L. RUSSELL, a married man, as his separate estate
as **BENEFICIARY**,
whose address is, 11913 NE 140th Place, Kirkland WA 98034

WITNESSETH, Grantor(s) hereby bargain(s), sell(s) and convey(s) to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

Lots 24 and 25, Block 1, CENTRAL BAKER, according to the Plat thereof recorded in Volume 3 of Plats, page 70, records of Skagit County, Washington.

Situated in Skagit County, Washington

Tax Parcel Number(s): 4049-001-025-0012 P70548

This property may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under this Note and deed of Trust immediately due and payable, unless prohibited by applicable law.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) Dollars

with interest, in accordance with terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

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1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action of proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligations secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by the Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor(s) had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was



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conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify the party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor(s), Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

ALLING INVESTMENTS, INC.

T.R. Alling 7/24/08
By TERENCE R. ALLING Date
President

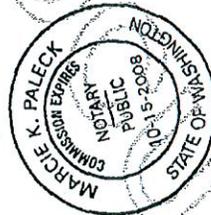
Holly B. Alling 7/24/08
By HOLLY B. ALLING Date
Vice President

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that TERENCE R. ALLING and HOLLY B. ALLING, husband and wife the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as PRESIDENT and VICE PRESIDENT of ALLING INVESTMENTS, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: July 24 2008

Marcie K. Paleck
Marcie K. Paleck
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: October 15, 2008



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REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____ 20 ____.

BY: _____

RETURN Full Reconveyance to the following parties:



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