

Next Ord: 1514-05  
Next Res: 723-05

## MISSION STATEMENT

The mission of the Sedro-Woolley City government is to provide selected services that are not traditionally offered by the private sector. This will be achieved through providing the highest quality services we can within the resources with which we're provided; involving residents in all aspects of planning and operations; serving as a clearinghouse for public information; and operating facilities which meet the legitimate, identified concerns of the residents of and visitors to our community.

We believe in being community-centered, consistently contributing to the quality of life in our area and as fully deserving of the public's trust through the consistent expression of positive values and acceptance of accountability for producing meaningful results.

## CITY COUNCIL AGENDA

September 14, 2005

7:00 PM

Sedro-Woolley Community Center  
703 Pacific Street

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

NOTE: Agenda items on the Consent Calendar are considered routine in nature and may be adopted by the Council by a single motion, unless any Councilmember or a member of the audience wishes an item to be removed. The Council on the regular agenda will consider any item so removed after the Consent Calendar.

- a. Minutes from Previous Meeting
  - b. Finance
    - Claim Vouchers #55288 to #55409 for \$139,163.14
    - Payroll Warrants #36338 to #36431 for \$174,339.11.
  - c. Waiver of Fees - SW Community Center - SW Chamber of Commerce - October 18, 2005
  - d. Waiver of Fees - SW Community Center - SW Little League Baseball - September 13, 2005
  - e. Contract - Insurance Services 2005/2006
  - f. Contract - Asphalt Paving at WWTP
  - g. Gary Hanson - Duplex Building Permits on Hyatt Place
4. Public Comment (Please limit your comments to 3-5 minutes)

### PUBLIC HEARINGS

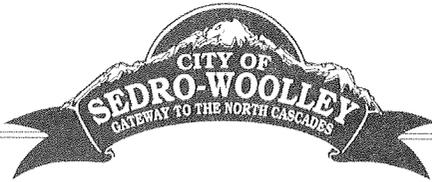
5. Cell Phone Tax

### OLD BUSINESS

### NEW BUSINESS

6. Agreement - Gateway Binding Site Plan/Sauk Mtn View Impact & Sewer Connection Fees

### EXECUTIVE SESSION



CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 14 2005

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

DATE: September 14, 2005  
TO: Mayor Dillon and City Council  
FROM: Patsy Nelson, Clerk-Treasurer  
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT  
CALENDAR

1. CALL TO ORDER - The Mayor will call the September 14, 2005 Regular Meeting to Order. The Clerk-Treasurer will note those in attendance and those absent.  
  
    \_\_\_ Ward 1      Councilmember Ted Meamber  
    \_\_\_ Ward 2      Councilmember Tony Splane  
    \_\_\_ Ward 3      Councilmember Tom Storrs  
    \_\_\_ Ward 4      Councilmember Pat Colgan  
    \_\_\_ Ward 5      Councilmember Hugh Galbraith  
    \_\_\_ Ward 6      Councilmember Rick Lemley  
    \_\_\_ At-Large    Councilmember Mike Anderson
2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

SEP 14 2005

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
August 24, 2005 – 7:00 P.M. – Community Center

The Meeting was called to order at 7:00 P.M.

Pledge of Allegiance

ROLL CALL: Present: Mayor Sharon Dillon, Councilmembers: Ted Meamber, Tony Splane, Pat Colgan, Hugh Galbraith, Rick Lemley and Mike Anderson. Staff: City Attorney Hayden, Clerk/Treasurer Nelson, Engineer Blair, Police Chief Wood and Fire Chief Klinger.

Mayor Dillon announced an addition to the Consent Calendar for Metcalf Street Paving and Ferry Street Paving. At the request of several Councilmembers the contracts were placed under Old Business.

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers #55182 to #55287 for \$167,033.92
  - Payroll Warrants #36224 to #36243 for \$51,512.05 and #36244 to #36337 for \$130,671.06
- Waiver of Fees – City Park Facilities – SW School District – 2005-06 School Year
- Employment Agreement – City Planner – Allen Rozema
- Request for Out of State Travel – Legal
- Economic Development Grant – Interlocal Agreement with Skagit County for Polte Road Improvements
- Setting Public Hearing – Proposed Utility Tax on Cell Phones
- Interlocal Agreement with Skagit County – SR20/Fruitdale Signalization
- Bingham Park/Munro Street Project

Councilmember Lemley moved to accept the Consent Calendar Items A through I. Seconded by Councilmember Meamber. Motion carried.

Proclamation – United Way

Mayor Dillon reviewed a proclamation that proclaimed the months of September, October and November 2005 as United Way Campaign months in Sedro-Woolley.

## Public Comment

Marvin Speer – 420 Sterling St., recapped information he had passed out to Council at their previous meeting regarding building and premises identification. Speer requested the City distribute information on the importance of having highly visible address signage.

Discussion of addressing, signage, and a lack of an ordinance took place. Fire Chief Klinger was to research and come up with an ordinance to address the issue.

Erin Douglas – 1289 Arrezo Drive, addressed the Council regarding speeding in the area of Arrezo and Portobello.

Rick Judd – 1310 Fruitdale Road, also addressed the Council regarding speeding within the same area. Judd discussed the signage for speed limits and discrepancies with what signage is posted.

Councilmember Lemley addressed the speed limit signage on Highway 20 in the newly annexed area of Carter Road be reviewed for consistency and compliance.

Mary Louise Kemp – 615 Ferry St., addressed the Council and expressed interest in setting up a block watch within the Ferry Street area. Kemp also addressed concern of speeding in the vicinity of Ferry and Central during the hours of 11:30 P.M. and 1:30 A.M. She also addressed other numerous issues of concern.

## **PUBLIC HEARINGS**

### 2005 Comp Plan & Development Regulation Update

#### *Zoning Map Amendment Ordinance*

Attorney Hayden reviewed the proposed ordinance for the zoning map amendments. Hayden noted that the golf course rezone and the veterinary clinic rezone were both withdrawn by the owners. Hayden reviewed the remaining 6 rezone requests as listed:

1. Rezone of City Hammer Heritage Square (park) from Commercial to Public (Metcalf and Ferry);
2. Rezone of City FEMA property (across from Riverfront Park) from Residential R-7 to Public, for future park use;
3. Rezone of City Bingham Park from Residential R-7 to Public (to correct a mapping error);
4. Rezone of Skagit State Bank (at Carter and SR-20) from Residential R-7 to Mixed Commercial;
5. Rezone of Churchill Property (1422 Moore, SR-20 East of Carter) from Residential R-5 to Mixed Commercial;
6. Rezone of Koozer property from UR C/I to Mixed Commercial

Mayor Dillon opened the public hearing at 7:34 P.M.

Pat Churchill – 577 E. North Camano Dr., Camano Island, representing Taylor Brothers Inc. spoke in favor of the rezone request of property located at 1422 Moore from Residential R-5 to Mixed Commercial. She noted she has been trying for this requested rezone for 10 years and requested Council support the rezone request.

Mayor Dillon closed the public hearing at 7:35 P.M.

Attorney Hayden noted that the official ordinances are not being passed tonight however, the Council's vote is required for staff to have approval to send on to C-TED for their 60 day review period. Formal passage would take place in November.

Councilmember Anderson requested more detailed minutes from the Planning Commission so Council can determine the reasoning to their votes.

Pat Huggins – 1011 Alderwood Ln., member of the Planning Commission addressed Council regarding the decision of the Planning Commission of which he supports the group decision. His personnel opinion and reason for voting against was in the comp plan Highway 20 was not to be turned into a strip mall. The goal was to try to keep nodes of commercial activity and he felt it was being stripped out.

Rick Judd – 1310 Fruitdale Road, Planning Commission member addressed the Council regarding the importance of commercial property for the City and the logical rezone of the Churchill and Skagit State Bank requests.

Councilmember Meamber moved to accept the six listed zoning changes for the City Comp Plan and send it on to C-TED. Councilmember Splane seconded. Motion carried.

*Amendment to SWMC Title 17 to add "Accessory Dwelling Unit" in place of "Dependent Relative Cottage".*

Hayden reviewed the proposed ordinance which deletes the dependent relative cottage and adds a chapter on accessory dwelling units which allows two residences on a lot. The smaller residence has to be between 400-800 sq. feet, with the requirement that one of the two residences has to be occupied by the owner.

Mayor Dillon opened the public hearing at 7:43 P.M.

Fire Chief Klinger left the meeting due to an emergency call.

Sharon Shoop – 608 Ferry St., addressed the importance of guidelines of what is being placed to fit within the existing neighborhoods.

Councilmembers Meamber and Galbraith expressed concern of the requirement of owner occupancy.

Councilmember Anderson expressed concern the loss of single family lots and turning lots into duplex lots.

Mayor Dillon closed the public hearing at 7:48 P.M.

After some discussion of the proposed ordinance, no action was taken.

*Amendment to SWMC Title 17: Housekeeping amendments regarding permitted uses, setbacks, and illuminated signs.*

Attorney Hayden reviewed the proposed ordinance which are items of a housekeeping nature.

Mayor Dillon opened the public hearing at 7:54 P.M.

Mayor Dillon closed the public hearing at 7:54.30 P.M.

Discussion ensued to include grandfathering of signs and acceptable lighted signs.

Councilmember Anderson moved to adopt SWMC changes 17.20.020. Seconded by Councilmember Galbraith. Motion carried 5-1 (Councilmember Meamber opposed).

*Total revision to SWMC Ch 17.50: Landscaping*

Attorney Hayden stated the proposal is to replace the landscaping code with an entirely new ordinance which would compliment the existing design manual and is consistent with what other cities are doing. He noted that the current landscaping code works primarily as a suggestion and there has been some difficulty in enforcement of the current code.

Mayor Dillon opened the public hearing at 7:59 P.M.

Mayor Dillon closed the public hearing at 8:00 P.M.

Councilmember Colgan moved to accept the changes to the Landscaping code SWMC Ch. 17.50. Councilmember Anderson seconded. Motion carried 5-1 (Councilmember Meamber opposed).

*Revision of SWMC 16.04.080 and SWMC 16.12.060 to allow short plats of clustered developments with a variance from the sanitary sewer requirement (for the Hanson property) and correcting SWMC 16.28.050(9).*

Attorney Hayden reviewed the ordinance which addresses lot size of PRD's. He also noted the ordinance addresses the request of the Brian Hanson property on F & S Grade Road.

Mayor Dillon opened the public hearing at 8:04 P.M.

Mayor Dillon closed the public hearing at 8:04:30 P.M.

Discussion was held on "clustered developments".

Councilmember Lemley moved to accept the revisions for SWMC 16.04.080 and SWMC 16.12.060 and 16.28.050(9). Councilmember Colgan seconded. Motion carried 5-1 (Councilmember Splane opposed).

*Critical Areas Ordinance, SWMC Ch. 17.65*

Attorney Hayden stated that the City is required to update the Critical Areas Ordinance in order to comply with GMA requirements which is important for qualifying for certain public funding for capital improvements such as sewer. Hayden reviewed in detail the proposed ordinance.

Mayor Dillon opened the public hearing at 8:14 P.M.

Pat Huggins – 1011 Alderwood Ln., Planning Commission member addressed the Council and requested on behalf of the Planning Commission that the Council support the Brickyard Creek Sub-Area Plan as outlined in the proposed ordinance. Huggins noted that there are two Planning Commission members who have already volunteered to sit on the committee. He spoke on the trend of mitigation banking and noted that this ordinance would allow the use of Brickyard Creek as a mitigation point within the City. Huggins encouraged the Council to approve the plan.

Jim Johnson – 587 Carter Rd., Planning Commission member also addressed the Council on the importance maintaining Brickyard Creek and the implementation of a Brickyard Creek Sub-Area Plan. Johnson requested the Council support the inclusion of the plan within the proposed ordinance.

Rick Judd – 1310 Fruitdale Rd., Planning Commission member encouraged the Council to pass and think about the opportunity provided to develop the Brickyard Creek Sub-Area Plan.

Mayor Dillon closed the public hearing at 8:19 P.M.

Attorney Hayden noted that the Council is not adopting the stormwater plan at this time. The ordinance simply states that one will be formed, it will go back through the planning process and come back to the Council.

Discussion was held to include some scenarios that might happen with the implementation of the plan, hi-lights of a plan, support of the Department of Ecology, preservation of open space in the area of Brickyard Creek, the area in vicinity of the mill, replacement of homes in the case of destruction by fire within the Brickyard Creek area, effect of the ordinance on the Bucko property, use of Brickyard Creek for stormwater and National Pollution Discharge Elimination System (NPDES) requirements.

Councilmember Galbraith moved to accept SWMC Ch. 17.65 and send on to the State. Councilmember Colgan seconded. Motion carried 5-1 (Councilmember Splane opposed, Councilmember Meamber voted yes with reservations).

Attorney Hayden stressed that approval does not adopt a plan.

*Amendments to SWMC Ch. 13.36 and 13.40, Stormwater Management and Stormwater Maintenance, and adoption of the 2001 Stormwater Manual.*

Engineer Blair addressed the Council and noted this is the first step to coming into compliance with the NPDES Phase II permit. He stated what is being presented to Council for approval does not completely cover all that is required.

Attorney Hayden noted that the Ordinance will raise the standards for developments for cleaner water and better facilities that need less maintenance over time. He also stated the City is currently operating under the 1992 Stormwater Management Maintenance Manual and this would bring the City current to the 2001 Manual.

Mayor Dillon opened the public hearing at 8:38 P.M.

Councilmember Meamber questioned the financial impact to citizens. Attorney Hayden and Engineer Blair noted that the manual tells what standards are necessary to treat stormwater for new developments and new growth.

Mayor Dillon closed the public hearing at 8:40 P.M.

Councilmember Anderson moved to adopt the amendments to SWMC Ch. 13.36 and SWMC Ch. 13.40 Stormwater Management and Stormwater Maintenance and adopting the 2001 Stormwater Manual. Seconded by Councilmember Splane. Motion carried.

*Sedro-Woolley Design Manual Ordinance*

Attorney Hayden spoke to the Council on changes that have been made in the Planning Department and the community. He touched on three significant changes. 1) Measuring

the cost of development; 2) Making developers pay for the costs; 3) Implementation of a design manual.

Mayor Dillon opened the public hearing at 8:49 P.M.

Mayor Dillon closed the public hearing at 8:49:30 P.M.

Councilmember Anderson moved to accept the Design Manual and amend SWMC 15.44.025 and adopting design standards and guidelines for the use with SWMC 15.44 Design Review. Councilmember Lemley seconded. Motion carried.

### *Comprehensive Plan Amendments*

Attorney Hayden noted that the Traffic Comprehensive Plan and the Police Capital Facilities Plan are still in the process of being completed. Both plans are being done by outside consultants and will be brought to Council as an interim ordinance in November and be included in the 2006 amendments.

Attorney Hayden reviewed the remaining amendments as follows:

1. Vision Statement
2. Transportation Element (moving to 2006)
3. Housing Element
4. Economic Development
5. Land Use Element
6. Utilities
7. Land Use Map Amendments
8. Parks Element

Hayden reviewed minor change requests from the Planning Commission in the Vision Statement which notes support of the Library and a change of the parks impact fees within the Parks Element. The fee was recommended changed from \$250 to \$1,200.

Mayor Dillon opened the public hearing at 8:56 P.M.

Pat Huggins – 1011 Alderwood Ln., Planning Commission member addressed the Council regarding the Commissions recommendation for an increase in Park Impact fees.

Jim Johnson – 587 Carter Rd., Planning Commission member also addressed the Council to speak in favor of the increase in Park Impact fees. Johnson spoke on the importance of having a range of parks within the City, including neighborhood pocket parks. Johnson also spoke in support of the language change for the Library within the Vision Statement.

Erin Douglas – 1289 Arrezo, requested clarification of the golf course.

Attorney Hayden reviewed the zoning of the golf course area and possible development with the property. Hayden noted there have been three proposals from developers for developing the land with a possible donation of the golf course to the City. Hayden also noted that the Planning Commission did not specify that the land would be a golf course but specified that open space would be acquired in that area for park use.

Mayor Dillon closed the public hearing at 9:04 P.M.

Council discussion ensued to include the present impact fee, availability of stand alone lots within the city, the need for parks, impact of developments, and vision statement wording change to delete accessory dwelling units.

Councilmember Anderson moved to adopt the amendment to the Comprehensive Plan and Land Use Map for the City of Sedro-Woolley for the 2005 GMA Comprehensive Plan and Development Regs Update as written. Councilmember Lemley seconded. Motion denied (tie vote 3-3). (Councilmembers Meamber, Splane and Galbraith opposed).

Mayor Dillon and Councilmember Anderson both addressed the Council on the importance of green space within the City and the need to plan for the future.

Council questioned the possibility of delaying the decision until the next Council meeting. Engineer Blair cautioned the Council that if the City falls behind on the timeline and becomes non-compliant, the Public Works Trust Fund Loan will not be offered to the City.

Councilmember Galbraith moved to accept the amended Comp Plan and Land Use Map of the City of Sedro-Woolley for the 2005 GMA Comprehensive Plan Development Regulations update with the striking of \$1200 to \$500 for the park impact fees. Seconded by Councilmember Splane. Motion carried 5-1 (Councilmember Anderson opposed).

## **OLD BUSINESS**

### Rinker Materials Contract

Councilmember Lemley questioned the need for a full repaving of Ferry Street. Engineer Blair noted that the street had gone too long without maintenance and the road is deteriorating and will become a problem. Blair noted the importance of routine road maintenance.

### Ferry Street Paving Contract

Councilmember Galbraith moved to accept the contract with Rinker Materials for the Ferry Street Paving project in the amount of \$225,239.00 plus tax, and authorize the City Engineer to approve contract changes in an amount not to exceed 10% of the total bid

amount without further City Council approval. Seconded by Councilmember Meamber. Motion carried.

#### Metcalf Street Paving

Councilmember Galbraith moved to accept the contract with Rinker Materials for the Metcalf Street Paving project in the amount of \$119,204.20 plus tax, and authorize the City Engineer to approve contract changes in an amount not to exceed 10% of the total bid amount without further City Council approval. Councilmember Splane seconded. Motion carried.

#### **NEW BUSINESS**

None

#### **COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

Mayor Dillon – announced the partnership with Skagit County and the Washington State Department of Transportation and Janicki Industries in obtaining a federal grant for the intersection of Fruitdale, the Fruitdale Road and McGargile Road. She also announced her and Councilmember Meamber’s attendance at the ground breaking of the new medical facility being built at United General Hospital. She welcomed Councilmember Meamber back after a short absence.

Councilmember Meamber – reported on the ground breaking ceremonies.

Councilmember Colgan – questioned if there had been any recent complaints on the water since the upgrades of some of the lines.

Engineer Blair – announced that the Public Works Trust Fund board had decided to cap the Public Works Trust Fund Loans at 7 million instead of the original 12 million.

Attorney Hayden – discussed lifting of the moratorium in the Garden of Eden area as soon as the pump station comes on line. Hayden expressed concern of the line system in the Metcalf Street area not having the capacity to handle any annexations. He said there have been numerous inquiries on annexations and staff has been reporting that we will not be accepting annexations until the Metcalf Street line is upgraded so we are able to provide sewer service. Hayden also noted that he will be meeting with the County regarding some possible development in that area and that is the stance that he will take unless otherwise directed.

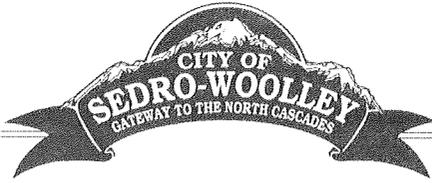
Clerk/Treasurer Nelson – announced a donation from the Sedro-Woolley Soroptimist for the interior upgrades to the Sedro-Woolley Community Center. Nelson also announced the state auditor’s will be arriving for the annual audit on August 29, 2005. Councilmembers will be invited to the entrance interview.

Councilmember Meamber – questioned the completeness of Hammer Heritage Square.

Mayor Dillon noted there are two outstanding items left to compete. The anti graffiti coating on the mural and the placement of the security camera.

Councilmember Lemley moved to adjourn. Seconded by Councilmember Galbraith.  
Motion carried.

The meeting adjourned at 9:33 P.M.



CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 14 2005

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

DATE: September 14, 2005  
TO: Mayor Dillon and City Council  
FROM: Patsy Nelson, Clerk-Treasurer  
SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers and Payroll Warrants proposed for payment for the period ending September 14, 2005.

Motion to approve Claim Vouchers #55288 to #55409 in the amount of \$139,163.14.

Motion to approve Payroll Warrants #36338 to #36431 in the amount of \$174,339.11.

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

CITY OF SEDRO-WOOLLEY  
 BGTRAN WARRANT REGISTER  
 09/14/05 16:23

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55288	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	274.42
		POSTAGE	SAN	274.41
		WARRANT TOTAL		548.83
55289	ALL-PHASE ELECTRIC	REPAIR/MAINT-EQUIP & BLDG	CEM	98.28
		BUILDINGS & STRUCTURES	SWR	444.09
		WARRANT TOTAL		542.37
55290	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	CS	72.02
		WARRANT TOTAL		72.02
55291	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	119.64
		AUTO FUEL	CS	39.77
		AUTO FUEL	PD	962.89
		AUTO FUEL/DIESEL	FD	382.02
		AUTO FUEL/DIESEL	PK	605.97
		AUTO FUEL/DIESEL	ST	406.77
		AUTO FUEL/DIESEL	SWR	282.59
		AUTO FUEL/DIESEL	SWR	206.98
		AUTO FUEL/DIESEL	SWR	451.90
		WARRANT TOTAL		3,458.53
55292	AT & T	TELEPHONE	JUD	4.72
		TELEPHONE	FIN	37.52
		TELEPHONE	LGL	40.58
		TELEPHONE	PLN	2.83
		TELEPHONE	ENG	1.89
		TELEPHONE	INSP	8.49
		TELEPHONE	SWR	11.42
		WARRANT TOTAL		107.45
55293	CINGULAR	TELEPHONE	PD	23.11
		TELEPHONE	PD	573.89
		WARRANT TOTAL		597.00
55294	AVAYA INC.	TELEPHONE	JUD	68.28
		TELEPHONE	FIN	170.70
		TELEPHONE	PLN	34.14
		TELEPHONE	ENG	34.14
		TELEPHONE	INSP	34.14
WARRANT TOTAL		341.40		
55295	BANK OF AMERICA	PROFESSIONAL SERVICES	CIV	72.27
		POSTAGE	PD	41.41
		MISC-TUITION/REGISTRATION	SWR	165.00
		WARRANT TOTAL		278.68
55296	BANK OF AMERICA	TUITION/REGISTRATION	FD	260.00
		WARRANT TOTAL		260.00
55297	BAY CITY SUPPLY	OPERATING SUPPLIES	PK	331.31
		WARRANT TOTAL		331.31

CITY OF SEDRO-WOOLLEY  
 BGTRAN WARRANT REGISTER  
 09/14/05 16:23

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55298	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	FD	70.71
		WARRANT TOTAL		70.71
55299	BOULDER PARK, INC	MAINT - SOLIDS HANDLING	SWR	6,467.69
		WARRANT TOTAL		6,467.69
55300	BROWN & COLE STORES	REPAIRS/MAINT-DORM	FD	61.99
		WARRANT TOTAL		61.99
55301	CASCADE CONCRETE	MAINTENANCE OF LINES	SWR	841.62
		MAINTENANCE OF LINES	SWR	740.19
		WARRANT TOTAL		1,581.81
55302	CINTAS CORPORATION #460	UNIFORMS	FD	57.77
		UNIFORMS	FD	57.77
		UNIFORMS	FD	57.77
		WARRANT TOTAL		173.31
55303	CHOICE AUTO REPAIR SERV.	REPAIR/MAINTENANCE-EQUIP	ST	84.11
		WARRANT TOTAL		84.11
55304	CITIES INSURANCE ASSOC.	MISC-JUDGMENT & DAMAGES	ST	145.39
		WARRANT TOTAL		145.39
55305	COLUMBIA PAINT & COATINGS	OPERATING SUPPLIES	ST	485.55
		WARRANT TOTAL		485.55
55306	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	19.36
		OFFICE SUPPLIES	CIV	19.93
		SUPPLIES/BOOKS	PLN	21.27
		SUPPLIES/BOOKS	PLN	28.99
		SUPPLIES	ENG	31.72
		SUPPLIES	ENG	28.99
		OFFICE/OPERATING SUPPLIES	PD	145.61
		OFFICE/OPERATING SUPPLIES	PD	86.72
		OFF/OPER SUPPS & BOOKS	INSP	33.86
		OFF/OPER SUPPS & BOOKS	INSP	11.01
		OFF/OPER SUPPS & BOOKS	INSP	72.54
		WARRANT TOTAL		477.98
55307	COMPUTER SUPPORT GROUP	REPAIR/MAINT-COMPUTER	LIB	125.00
		WARRANT TOTAL		125.00
55308	CONSUMER RENTAL CENTER	REPAIR/MAINTENANCE-EQUIP	ST	11.85
		WARRANT TOTAL		11.85
55309	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	31.34
		REPAIR & MAINT - AUTO	PD	29.67
		WARRANT TOTAL		61.01
55310	SKAGIT WEEKLY NEWS GROUP	PRINTING/PUBLICATIONS	PD	59.35
		PRINTING/PUBLICATIONS	PD	48.56

CITY OF SEDRO-WOOLLEY  
 BGTRAN WARRANT REGISTER  
 09/14/05 16:23

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		107.91
55311	CRYSTAL SPRINGS	SUPPLIES	JUD	8.74
		OPERATING SUPPLIES	CS	10.73
		OPERATING SUPPLIES	FD	76.63
		OPERATING SUPPLIES	PK	6.24
		OPERATING SUPPLIES	CEM	1.75
		OPERATING SUPPLIES	ST	19.71
		OPERATING SUPPLIES	SWR	62.59
		WARRANT TOTAL		186.39
55312	CUES	MAINTENANCE OF LINES	SWR	66.62
		MAINTENANCE OF LINES	SWR	44.45
		MAINTENANCE OF LINES	SWR	45.24
		WARRANT TOTAL		65.83
55313	CUSTOM EMBROIDERY	SAFETY EQUIPMENT	SWR	86.58
		WARRANT TOTAL		86.58
55314	DAY CREEK SAND & GRAVEL	MAINTENANCE OF LINES	SWR	133.81
		WARRANT TOTAL		133.81
55315	DAY WIRELESS SYSTEMS INC	REPAIR/MAINTENANCE	PD	351.19
		WARRANT TOTAL		351.19
55316	DESTINATION WIRELESS	TELEPHONE	PD	48.53
		OPERATING SUPPLIES	SWR	32.36
		WARRANT TOTAL		80.89
55317	DIAMONDBACK FIRE & RESCUE	REPAIRS/MAINT-EQUIP	FD	629.05
		WARRANT TOTAL		629.05
55318	DIGITAL SYSTEMS & SOLUTNS	PROFESSIONAL SERVICES	ENG	96.03
		WARRANT TOTAL		96.03
55319	DONNOE & ASSOC., INC.	PROFESSIONAL SERVICES	CIV	843.00
		WARRANT TOTAL		843.00
55320	E & E LUMBER	OPERATING SUPPLIES	CS	261.20
		OPERATING SUPPLIES	CS	100.80
		OPERATING SUPPLIES	CS	26.54
		OPERATING SUPPLIES	CS	134.91
		OPERATING SUPPLIES	CS	32.36
		OPERATING SUPPLIES	FD	5.29
		REPAIRS/MAINTENANCE	RV	16.60
		REPAIRS/MAINTENANCE	RV	9.69
		REPAIRS/MAINTENANCE	RV	17.12
		REPAIRS/MAINTENANCE	RV	21.14
		OPERATING SUPPLIES	PK	20.50
		OPERATING SUPPLIES	PK	14.39
		SMALL TOOLS & MINOR EQUIP	PK	116.00
		REPAIRS/MAINTENANCE	PK	19.80

CITY OF SEDRO-WOOLLEY  
 BGTRAN WARRANT REGISTER  
 09/14/05 16:23

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIRS/MAINTENANCE	PK	12.94
		REPAIR/MAINT-EQUIP & BLDG	CEM	29.07
		REPAIR/MAINT-EQUIP & BLDG	CEM	130.03
		OPERATING SUPPLIES	ST	11.59
		OPERATING SUPPLIES	ST	38.39
		SMALL TOOLS/MINOR EQUIP	ST	115.99
		REPAIR/MAINTENANCE-EQUIP	ST	53.95
		OPERATING SUPPLIES	ST	7.45
		BUILDINGS & STRUCTURES	SWR	459.65
		REPAIRS/MAINT-BUILDING	SAN	31.83
		WARRANT TOTAL		1,687.23
55321	E & E LUMBER	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
55322	EASLEY GARAGE DOORS	BUILDINGS & STRUCTURES	SWR	1,132.95
		WARRANT TOTAL		1,132.95
55323	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	602.00
		WARRANT TOTAL		602.00
55324	EMERGENCY SVC CONSULT INC	PROFESSIONAL SERVICES	PD	10,576.29
		WARRANT TOTAL		10,576.29
55325	ESARY ROOF & SIDING, INC	REPAIRS/MAINTENANCE BLDG.	LIB	86.32
		WARRANT TOTAL		86.32
55326	FIDALGO NETWORKING	TELEPHONE	SAN	55.00
		WARRANT TOTAL		55.00
55327	FUSSNER MONUMENT	LINERS	CEM	105.00
		WARRANT TOTAL		105.00
55328	GATEWAY PAVING &	CONTRACTED OVERLAY	ST	114.55
		WARRANT TOTAL		114.55
55329	GEOTEST SERVICES, INC.	ENGINEERING-SKAGIT LIGHT	AST	4,664.33
		WARRANT TOTAL		4,664.33
55330	GAYLORD BROS.	SUPPLIES	LIB	52.41
		SUPPLIES	LIB	79.64
		WARRANT TOTAL		132.05
55331	GLACKEN AND ASSOCIATES	TUITION/REGISTRATION	PD	275.00
		WARRANT TOTAL		275.00
55332	GREAT AMERICA LEASING COR	EQUIPMENT LEASES		269.64
		EQUIPMENT LEASES		308.70
		WARRANT TOTAL		578.34
55333	H.B. JAEGER CO. LLC	BUILDINGS & STRUCTURES	SWR	998.00
		WARRANT TOTAL		998.00

CITY OF SEDRO-WOOLLEY  
 BGTRAN WARRANT REGISTER  
 09/14/05 16:23

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55334	HACH COMPANY	OPERATING SUPPLIES	SWR	116.42
		WARRANT TOTAL		116.42
55335	H. D. FOWLER COMPANY	MAINTENANCE OF LINES	SWR	400.15
		WARRANT TOTAL		400.15
55336	HERTZ EQUIPMENT RENTAL	RENTAL-EQUIPMENT	ST	156.46
		WARRANT TOTAL		156.46
55337	HEWLETT PACKARD CO.	PORTABLE EQUIPMENT	SWR	1,580.74
		WARRANT TOTAL		1,580.74
55338	HICKMAN PLUMBING	MAINT OF GENERAL EQUIP	SWR	111.50
		WARRANT TOTAL		111.50
55339	HOME COMPANION	BOOKS, PERIOD, RECORDS	LIB	19.95
		WARRANT TOTAL		19.95
55340	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	21.85
		BOOKS, PERIOD, RECORDS	LIB	19.94
		BOOKS, PERIOD, RECORDS	LIB	38.21
		BOOKS, PERIOD, RECORDS	LIB	2,306.49
		BOOKS, PERIOD, RECORDS	LIB	226.43
		BOOKS, PERIOD, RECORDS	LIB	16.70
		BOOKS, PERIOD, RECORDS	LIB	27.64
		BOOKS, PERIOD, RECORDS	LIB	17.98
		BOOKS, PERIOD, RECORDS	LIB	87.78
		BOOKS, PERIOD, RECORDS	LIB	47.14
		BOOKS, PERIOD, RECORDS	LIB	46.19
		BOOKS, PERIOD, RECORDS	LIB	10.74
		BOOKS, PERIOD, RECORDS	LIB	43.63
		BOOKS, PERIOD, RECORDS	LIB	15.48
		BOOKS, PERIOD, RECORDS	LIB	53.43
		BOOKS, PERIOD, RECORDS	LIB	32.08
		BOOKS, PERIOD, RECORDS	LIB	17.76
		BOOKS, PERIOD, RECORDS	LIB	15.09
		BOOKS, PERIOD, RECORDS	LIB	64.34
		BOOKS, PERIOD, RECORDS	LIB	23.47
		BOOKS, PERIOD, RECORDS	LIB	31.72
		BOOKS, PERIOD, RECORDS	LIB	8.15
		BOOKS, PERIOD, RECORDS	LIB	4.46
		WARRANT TOTAL		3,176.70
55341	INGRAM LIBRARY SERVICES	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
55342	ISOMEDIA.COM	TELEPHONE	FIN	8.74
		TELEPHONE	PLN	8.74
		TELEPHONE	ENG	8.74
		TELEPHONE	INSP	8.73
		TELEPHONE	LIB	39.95
		WARRANT TOTAL		74.90

CITY OF SEDRO-WOOLLEY  
 BGTRAN WARRANT REGISTER  
 09/14/05 16:23

PAGE 6

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55343	ITT SHARED SERVICES	MAINT OF GENERAL EQUIP	SWR	2,487.10
		WARRANT TOTAL		2,487.10
55344	L N CURTIS & SONS	UNIFORMS	FD	277.47
		WARRANT TOTAL		277.47
55345	LAB SAFETY SUPPLY	OPERATING SUPPLIES	FD	32.95
		WARRANT TOTAL		32.95
55346	LABCORP	POSTAGE	PLN	51.50
		PROFESSIONAL SERVICES	PD	51.50
		WARRANT TOTAL		103.00
55347	LADIES HOME JOURNAL	BOOKS, PERIOD, RECORDS	LIB	16.97
		WARRANT TOTAL		16.97
55348	LIBRARY STORE, INC.,	SUPPLIES	LIB	221.02
		WARRANT TOTAL		221.02
55349	LOGGERS AND CONTRACTORS	SAFETY EQUIPMENT	ST	84.76
		MAINTENANCE OF LINES	SWR	9.66
		WARRANT TOTAL		94.42
55350	MCNEILL POLYGRAPH & INVES	PROFESSIONAL SERVICES	CIV	150.00
		WARRANT TOTAL		150.00
55351	LEXISNEXIS MATTHEW BENDER	CODE BOOK	LGS	954.12
		WARRANT TOTAL		954.12
55352	MELTON, NEWELL R.	FEES--CDL ENDORCEMENT	ST	30.00
		WARRANT TOTAL		30.00
55353	MARTIN MARIETTA MATERIALS	ROADWAY - ARTERIAL MAINT	AST	1,298.65
		WARRANT TOTAL		1,298.65
55354	MID-AMERICAN	PORTABLE EQUIPMENT	SWR	591.89
		WARRANT TOTAL		591.89
55355	MORTENSON SIGNS	OPERATING SUPPLIES	LIB	67.20
		WARRANT TOTAL		67.20
55356	MOTOR TRUCKS, INC.	MAINTENANCE OF VEHICLES	SWR	674.23
		WARRANT TOTAL		674.23
55357	MUTUAL MATERIALS CO.	MAINTENANCE OF LINES	SWR	131.62
		WARRANT TOTAL		131.62
55358	N C MACHINERY CO.	REPAIR/MAINTENANCE-EQUIP	ST	119.70
		WARRANT TOTAL		119.70
55359	NATIONAL BARRICADE CO LLC	OPERATING SUPPLIES	ST	444.99
		WARRANT TOTAL		444.99

CITY OF SEDRO-WOODLEY  
 BGTRAN WARRANT REGISTER  
 09/14/05 16:23

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55360	NAT'L GEOGRAPHIC TRAVELER	BOOKS, PERIOD, RECORDS	LIB	39.95
		WARRANT TOTAL		39.95
55361	NATIONAL HOSE TESTING	REPAIRS/MAINT-EQUIP	FD	304.50
		REPAIRS/MAINT-EQUIP	FD	1,550.21
		WARRANT TOTAL		1,854.71
55362	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	102.51
		TELEPHONE	LGL	34.18
		TELEPHONE	PLN	45.57
		NEXTEL CELL PHONES		79.74
		TELEPHONE	PD	546.88
		TELEPHONE	FD	239.26
		TELEPHONE	INSP	79.74
		CELL PHONES	PK	170.90
		TELEPHONE	CEM	68.34
		TELEPHONE	ST	239.26
		NEXTEL CELL PHONES		303.99
		NEXTEL CELL PHONES	SAN	205.08
		WARRANT TOTAL		2,115.45
55363	NORTHWEST CASCADE INC.	OPERATING SUPPLIES	PK	66.70
		WARRANT TOTAL		66.70
55364	OFFICE DEPOT	SUPPLIES	EXE	18.07
		SUPPLIES	FIN	15.33
		OFFICE/OPERATING SUPPLIES	PD	51.03
		OFFICE SUPPLIES	SWR	115.80
		OPERATING SUPPLIES	SWR	40.87
		PORTABLE EQUIPMENT	SWR	412.90
		WARRANT TOTAL		654.00
55365	OFFICE SYSTEMS	REPAIR/MAINTENANCE	JUD	129.48
		WARRANT TOTAL		129.48
55366	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	24.48
		MISC-LAUNDRY	PK	29.35
		MISC-LAUNDRY	PK	29.35
		MISC-LAUNDRY	PK	29.35
		MISC-LAUNDRY	PK	29.35
		MISC-LAUNDRY	PK	29.35
		MISC-LAUNDRY	CEM	14.64
		MISC-LAUNDRY	CEM	14.64
		MISC-LAUNDRY	ST	16.90
		MISC-LAUNDRY	ST	16.90
		MISC-LAUNDRY	ST	16.90
		OPERATING SUPPLIES	SWR	18.96
		LAUNDRY	SWR	18.96
		LAUNDRY	SWR	18.96
		LAUNDRY	SWR	18.96
		WARRANT TOTAL		327.05

CITY OF SEDRO-WOOLLEY  
 BGTRAN WARRANT REGISTER  
 09/14/05 16:23

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55367	PACIFIC POWER BATTERIES	OPERATING SUPPLIES	ST	150.66
		WARRANT TOTAL		150.66
55368	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINTENANCE	PK	13.78
		REPAIRS/MAINT-EQUIP	SAN	1,198.07
		REPAIRS/MAINT-EQUIP	SAN	118.69
		REPAIRS/MAINT-EQUIP	SAN	118.69
		WARRANT TOTAL		1,449.23
55369	PETTY CASH-DEBRA PETERSON	OPERATING SUPPLIES	LIB	2.09
		SUPPLIES	LIB	85.89
		WARRANT TOTAL		87.98
55370	PITNEY BOWES	POSTAGE	PD	144.68
		POSTAGE	FD	144.67
		WARRANT TOTAL		289.35
55371	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS	733.30
		PUB UTILITIES-MALL	CS	6.91
		PUB UTILITIES-MALL	CS	19.98
		PUBLIC UTILITIES	FD	1,215.38
		PUBLIC UTILITIES	RV	529.87
		PUBLIC UTILITIES-COMM CTR	PK	109.53
		PUBLIC UTILITIES-SR CTR	PK	318.90
		PUBLIC UTILITIES-TRAIN	PK	70.42
		PUBLIC UTILITIES	PK	264.24
		PUBLIC UTILITIES	CEM	48.83
		PUBLIC UTILITIES	ST	48.37
		PUBLIC UTILITIES	ST	53.69
		PUBLIC UTILITIES	ST	6,190.34
		PUBLIC UTILITIES	LIB	289.14
		ADVERTISING	HOT	38.38
		PUBLIC UTILITIES	SWR	6,770.16
		PUBLIC UTILITIES	SWR	93.54
		PUBLIC UTILITIES	SAN	100.81
		WARRANT TOTAL		16,901.79
55372	PURCHASE POWER	POSTAGE	PD	17.50
		POSTAGE	FD	17.50
		WARRANT TOTAL		35.00
55373	R & D SUPPLY, INC.	MAINTENANCE OF LINES	SWR	965.97
		WARRANT TOTAL		965.97
55374	RINKER MATERIALS	REPAIR/MAINT-STREETS	ST	132.72
		REPAIR/MAINT-STREETS	ST	3,207.41
		REPAIR/MAINT-STREETS	ST	132.72
		REPAIR/MAINT-STREETS	ST	5,072.97
		REPAIR/MAINT-STREETS	ST	5,379.32
		REPAIR/MAINT-STREETS	ST	165.09
		WARRANT TOTAL		14,090.23

CITY OF SEDRO-WOOLLEY  
 BGTRAN WARRANT REGISTER  
 09/14/05 16:23

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
55375	RONK BROTHERS, INC.	REPAIRS/MAINT-EQUIP	FD	126.78
		WARRANT TOTAL		126.78
55376	RODDA PAINT CO.	OPERATING SUPPLIES	PK	63.48
		REPAIR/MAINT-SENIOR CTR	PK	26.72
		REPAIR/MAINT-SENIOR CTR	PK	25.52
		REPAIR/MAINT-SENIOR CTR	PK	26.10
		REPAIR/MAINT-SENIOR CTR	PK	5.77
		REPAIR/MAINT-SENIOR CTR	PK	227.90
		WARRANT TOTAL		322.05
55377	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	209.95
		WARRANT TOTAL		209.95
55378	SEDRO-WOOLLEY AUTO PARTS	REPAIRS/MAINTENANCE	RV	8.86
		REPAIR/MAINT-EQUIP & BLDG	CEM	6.34
		SAFETY EQUIPMENT	ST	67.92
		SAFETY EQUIPMENT	ST	54.94
		OPERATING SUPPLIES	SWR	38.52
		REPAIRS/MAINT-EQUIP	SAN	21.53
		SMALL TOOLS & MINOR EQUIP	SAN	29.64
		WARRANT TOTAL		227.75
55379	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	10,583.00
		WARRANT TOTAL		10,583.00
55380	SIGNATURE FORMS INC.	SUPPLIES	JUD	4.60
		SUPPLIES	FIN	41.49
		OFFICE SUPPLIES	LGL	4.60
		SUPPLIES/BOOKS	PLN	18.44
		SUPPLIES	ENG	18.44
		OFFICE/OPERATING SUPPLIES	PD	156.73
		OFFICE SUPPLIES	FD	32.27
		OFF/OPER SUPPS & BOOKS	INSP	4.60
		OPERATING SUPPLIES	PK	32.27
		OPERATING SUPPLIES	ST	41.49
		OPERATING SUPPLIES	LIB	18.44
		OFFICE SUPPLIES	SWR	55.32
		OFFICE SUPPLIES	SAN	32.27
		WARRANT TOTAL		460.96
55381	SKAGIT COUNTY SHERIFF	PRISONERS	PD	220.89
		PRISONERS	PD	299.91
		PRISONERS	PD	117.12
		PRISONERS	PD	182.59
		WARRANT TOTAL		820.51
55382	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	79.93
		WARRANT TOTAL		79.93
55383	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	PK	40.99
		OPERATING SUPPLIES	PK	168.24

CITY OF SEDRO-WOOLLEY  
 BGTRAN WARRANT REGISTER  
 09/14/05 16:23

PAGE 10

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	ST	20.79
		BUILDINGS & STRUCTURES	SWR	20.49
		BUILDINGS & STRUCTURES	SWR	46.39
		BUILDINGS & STRUCTURES	SWR	46.39
		WARRANT TOTAL		250.51
55384	SKAGIT READY MIX, INC.	REPAIR/MAINT-EQUIP & BLDG	CEM	21.58
		REPAIR/MAINT-EQUIP & BLDG	CEM	1,052.03
		REPAIR/MAINT SIDEWALK(REET)	ST	965.44
		REPAIR/MAINT SIDEWALK(REET)	ST	6,301.36
		REPAIR/MAINT SIDEWALK(REET)	ST	277.84
		REPAIR/MAINT SIDEWALK(REET)	ST	7,218.51
		REPAIR/MAINT SIDEWALK(REET)	ST	153.76
		REPAIR/MAINT SIDEWALK(REET)	ST	175.00
		WARRANT TOTAL		16,165.60
55385	SKAGIT COUNTY HUMAN SVC.	SKAGIT COUNCIL ON ALCOHOL	ALC	2,023.80
		WARRANT TOTAL		2,023.80
55386	SOUND OCEAN METAL FAB	OPERATING SUPPLIES	SWR	66.63
		WARRANT TOTAL		66.63
55387	THORPE, SYLVIA PH.D ABPP	PROFESSIONAL SERVICES	CIV	325.00
		WARRANT TOTAL		325.00
55388	THUNDERBIRD LUBRICATIONS	AUTO FUEL/DIESEL	ST	382.25
		WARRANT TOTAL		382.25
55389	TORGGY'S CUSTOM	REPAIR & MAINT - AUTO	PD	48.56
		REPAIR & MAINT - AUTO	PD	279.46
		WARRANT TOTAL		328.02
55390	TOP IT OFF	SAFETY EQUIPMENT	SWR	339.74
		WARRANT TOTAL		339.74
55391	TRUE VALUE	REPAIR & MAINTENANCE	CS	21.56
		OFFICE/OPERATING SUPPLIES	PD	105.67
		OFFICE/OPERATING SUPPLIES	PD	63.65
		SMALL TOOLS & MINOR EQUIP	FD	25.89
		SMALL TOOLS & MINOR EQUIP	FD	18.33
		SUPPLIES & BOOKS	FD	27.96
		SUPPLIES & BOOKS	FD	10.24
		REPAIRS/MAINTENANCE	RV	12.79
		OPERATING SUPPLIES	PK	14.93
		REPAIR/MAINT COMM CTR	PK	23.73
		REPAIR/MAINT-SENIOR CTR	PK	15.61
		REPAIR/MAINT-SENIOR CTR	PK	4.29
		OPERATING SUPPLIES	PK	11.86
		OPERATING SUPPLIES	PK	11.86
		OPERATING SUPPLIES	PK	9.25
		OPERATING SUPPLIES	PK	30.50
		OPERATING SUPPLIES	PK	35.63

CITY OF SEDRO-WOOLLEY  
 BGTRAN WARRANT REGISTER  
 09/14/05 16:23

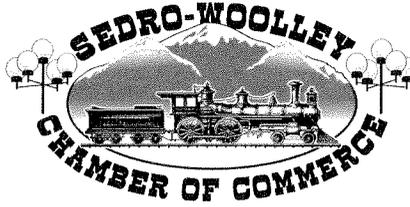
WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	PK	21.88
		OPERATING SUPPLIES	CEM	5.38
		REPAIR/MAINT-EQUIP & BLDG	CEM	20.45
		SMALL TOOLS/MINOR EQUIP	ST	14.01
		OPERATING SUPPLIES	SWR	17.23
		OPERATING SUPPLIES	SWR	6.00
		OPERATING SUPPLIES	SWR	19.39
		OPERATING SUPPLIES	SWR	25.87
		OPERATING SUPPLIES	SWR	11.86
		PROFESSIONAL SERVICES	SWR	25.90
		OPERATING SUPPLIES	SAN	8.39
		WARRANT TOTAL		469.09
55392	TRUE VALUE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
55393	TUCKER, WILLIAM L.	UNIFORMS/ACCESSORIES	PD	10.79
		TUITION/REGISTRATION	PD	800.00
		WARRANT TOTAL		810.79
55394	UNITED GENERAL HOSPITAL	RETIRED MEDICAL	PD	31.68
		WARRANT TOTAL		31.68
55395	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	1,543.88
		OP SUPPLIES-CHEMICALS	SWR	1,489.49
		WARRANT TOTAL		3,033.37
55396	VALLEY AUTO SUPPLY	OPERATING SUPPLIES	SWR	8.61
		REPAIRS/MAINT-EQUIP	SAN	28.04
		WARRANT TOTAL		36.65
55397	VALLEY BARK & TOPSOIL	OPERATING SUPPLIES	PK	48.56
		CAP OUTLAY-GRANT FOR HHS	PKR	17.86
		WARRANT TOTAL		66.42
55398	VERIZON WIRELESS	CELL PHONES	PK	40.20
		WARRANT TOTAL		40.20
55399	VERIZON NORTHWEST	TELEPHONE	JUD	62.02
		TELEPHONE	FIN	62.18
		TELEPHONE	PLN	36.89
		TELEPHONE	ENG	36.89
		TELEPHONE	PD	288.02
		TELEPHONE	PD	80.93
		TELEPHONE	INSP	36.90
		TELEPHONE	RV	104.32
		PUBLIC UTILITIES-COMM CTR	PK	90.39
		TELEPHONE	PK	111.44
		TELEPHONE	CEM	57.14
		TELEPHONE	ST	60.08
		TELEPHONE	LIB	158.06
		TELEPHONE	SWR	230.40

CITY OF SEDRO-WOOLLEY  
 BGTRAN WARRANT REGISTER  
 09/14/05 16:23

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	SWR	391.29
		TELEPHONE	SAN	189.41
		WARRANT TOTAL		1,996.36
55400	VIKING OFFICE PRODUCTS	SUPPLIES	LIB	14.01
		WARRANT TOTAL		14.01
55401	VISTEN, LESLIE	RETIRED MEDICAL	PD	117.00
		WARRANT TOTAL		117.00
55402	WAKEMAN, SCOTT	PROF SERVICES-HANDY MAN	CS	330.00
		WARRANT TOTAL		330.00
55403	WA LIBRARY ASSOCIATION	MISC-TUITION/REGISTRATION	LIB	70.00
		MISC-TUITION/REGISTRATION	LIB	70.00
		WARRANT TOTAL		140.00
55404	WA ST ASC OF FIRE CHIEFS	TUITION/REGISTRATION	FD	400.00
		WARRANT TOTAL		400.00
55405	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	165.00
		INTERGOV SVC-GUN PERMITS	PD	72.00
		WARRANT TOTAL		237.00
55406	WITTMAL PLUMBING	REPAIR/MAINT-SENIOR CTR	PK	1,340.45
		WARRANT TOTAL		1,340.45
55407	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		4,648.40
		WARRANT TOTAL		4,648.40
55408	WOOD'S LOGGING SUPPLY INC	POSTAGE	FD	7.35
		OPERATING SUPPLIES	SWR	29.28
		WARRANT TOTAL		36.63
55409	YOUNGQUIST, DERRICK	TRAVEL/MEALS	FD	341.10
		WARRANT TOTAL		341.10
		GRAND TOTAL		139,163.14

CITY OF SEDRO-WOOLLEY  
 BGTRAN WARRANT REGISTER  
 09/14/05 16:23

DEPARTMENT	AMOUNT
001 000 000	4,648.40
001 000 011	954.12
001 000 012	277.84
001 000 013	18.07
001 000 014	457.83
001 000 015	159.29
001 000 016	1,410.20
001 000 018	2,512.54
001 000 019	248.37
001 000 020	336.58
001 000 021	17,048.56
001 000 022	16,943.15
001 000 024	267.99
001 000 062	2,023.80
FUND TOTAL	47,306.74
101 000 076	5,359.17
FUND TOTAL	5,359.17
102 000 036	1,673.50
FUND TOTAL	1,673.50
103 000 042	38,887.93
FUND TOTAL	38,887.93
104 000 042	5,962.98
FUND TOTAL	5,962.98
105 000 072	4,632.74
FUND TOTAL	4,632.74
107 000 076	17.86
FUND TOTAL	17.86
108 000 019	38.38
FUND TOTAL	38.38
401 000 035	32,871.98
FUND TOTAL	32,871.98
412 000 037	2,411.86
FUND TOTAL	2,411.86
UNDIST.	.00
TOTAL	139,163.14



CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 14 2005

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 36

August 4, 2005

City Hall  
Attn: City Council  
720 Murdock St  
Sedro-Woolley, Wa 98284

Dear Sir's,

The Sedro-Woolley Chamber of Commerce and the League of Women Voters of Skagit County are once again co-sponsoring a program to offer political candidates an opportunity to meet prospective voters in the Sedro-Woolley area. As with all League functions, this program is nonpartisan.

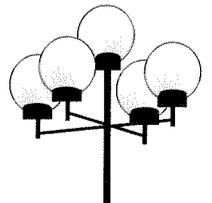
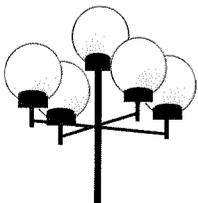
We have used the Community Center for these events in the past and the City has waived the fees. We hope we can count on your generosity again this year.

The program is scheduled for Tuesday, October 18<sup>th</sup>, 7:00 to 9:00 pm. We will be serving light refreshments, so the kitchen will only be used to make coffee.

Thank you in advance for your consideration.

A handwritten signature in cursive script that reads "Pola Kelley".

Pola Kelley, President  
Sedro-Woolley Chamber of Commerce



# Sedro Woolley Little League Baseball

P.O. Box 254, Sedro Woolley, Washington 98284

Phone (360) 854-9299

August 31, 2005

City of Sedro Woolley  
Mayor & City Council  
730 Murdock Street  
Sedro Woolley, WA 98284

CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 14 2005

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

Re: Use of Community Center

Dear Sirs and Madams,

Sedro Woolley Little League is requesting the use of the Community Center for our 2005 General Meeting.

Sedro Woolley Little League is a non-profit organization and is also requesting a waiver of the rental fee for the use of the building.

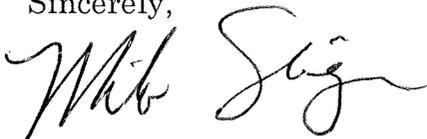
The dates that we are requesting are:

Tuesday, September 13 – 7:00PM

Please send the response to: Milo Sligar  
1505 South 27<sup>th</sup> Street  
Mt. Vernon, WA 98274  
(360)424-7694

Thank you for your consideration of this event.

Sincerely,



Milo Sligar – Vice President  
Sedro Woolley Little League

Milo Sligar

8-31-05

NAME

TODAY'S DATE

Sedro Woolley Little League

Christine

GROUP/ORGANIZATION/EVENT

COMMUNITY CENTER REPRESENTATIVE

P.O. Box 254

Sedro Woolley WA 98284

854-9299

ADDRESS

STATE

ZIP

PHONE

I, Milo Sligar, CERTIFY UNDER PENALTY OF PERJURY THAT THE ADDRESS GIVEN IS CORRECT AND X INSIDE OUTSIDE OF THE CITY LIMITS OF THE CITY OF SEDRO-WOOLLEY.

RENT CHARGE

No alcohol, live music or dancing

- X \$ 100.00 Resident Monday through Thursday
\$ 150.00 Resident Friday through Sunday
\$ 250.00 Non-Resident Monday through Thursday
\$ 300.00 Non-Resident Friday through Sunday

Alcohol, live music or dancing

- \$ 250.00 Resident Monday through Thursday
\$ 300.00 Resident Friday through Sunday
\$ 400.00 Non-Resident Monday through Thursday
\$ 500.00 Non-Resident Friday through Sunday

Kitchen Use

Stove Use

\$ 25.00 (Please check if using)

MINIMUM USE FEE/NO KITCHEN

MINIMUM USE FEE/KITCHEN

\$ 25.00

\$ 50.00

100.00 TOTAL RENT

51683

RECEIPT NO.

DEPOSIT CHARGE

- \$ 2,000.00 if alcohol is served or permitted
\$ 2,000.00 if dancing or live music is permitted
\$ 100.00 if alcohol, dancing and live music not permitted

TOTAL DEPOSIT

RECEIPT NO.

BOND FILED

TOTAL SECURITY

RECEIPT NO.

TO BE FILLED OUT IF RENTER (S) ARE HAVING ALCOHOL, LIVE MUSIC OR DANCING

Table with 5 columns: Description, Renter's Initials, Date, Initials, Police Dept. Date. Rows include Alcohol, Live Music, Dancing, and Police Officers.

9-13-05

RENTAL DATE

# Memorandum

CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 14 2005

**To:** Mayor Dillon and City Council

**From:** Patsy Nelson *Patsy*

**Date:** 8/29/2005

**Re:** Insurance Services Contract

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

---

**Background:** Attached is a contract for insurance services for the 2005/2006 year. The Unity Group has been providing these services to the City for a number of years.

**Recommendation:** Authorize the Mayor to sign the attached Insurance Services Contract with the Unity Group for the contract year 9/1/05 to 8/31/06.

**INSURANCE SERVICES CONTRACT**  
**(Agreement)**

---

---

**The City of Sedro-Woolley** agrees to enter into an agreement for insurance assistance services with **The Unity Group, Inc.**, on September 1, 2005.

**The Unity Group, Inc.** agrees to provide the **City of Sedro-Woolley** with the following services:

1. Completing application, providing underwriting and loss information.
2. Assisting with reporting of claims and follow up on claims handling.
3. Assisting with property valuations and updating vehicle, property and equipment schedules.
4. Assisting with analysis and interpretation of insurance policies.
5. Obtaining Certificates of Insurance.
6. Assisting with available risk management programs.
7. Reviewing contracts and lease agreements regarding insurance requirements.
8. Soliciting quotes from insurance carriers, which would include conventional insurance companies and risk sharing groups.
9. Providing any other reasonable insurance-related services as may be needed during term of this agreement.

As compensation for these services, the **City of Sedro-Woolley** agrees to pay **The Unity Group, Inc.** an annual fee of 7.5% of all insurance related expenses associated with the CIAW pool. This fee will be due on September 30, 2005. All other insurance related products outside of the CIAW pool would be provided to the **City of Sedro-Woolley** at market competitive commission rates standard within the insurance industry.

The term of this agreement will be for one year with automatic renewals until cancelled.

Either party may cancel this agreement by giving written notice not later than 60 days prior to the annual renewal date.

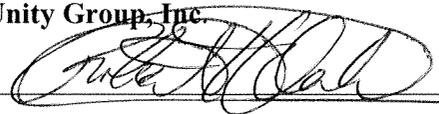
**City of Sedro-Woolley**

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

\_\_\_\_\_  
Title

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

**The Unity Group, Inc.**

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

\_\_\_\_\_  
Title

Date: 8/29/05



August 24, 2005

City of Sedro Woolley  
City Hall  
720 Murdock St  
Sedro Woolley WA 98284-1426

Re: Brokerage Fee

Dear Sharon Dillon:

This letter is to confirm that we are charging a broker fee on your account. It is our obligation to notify you any time that we are collecting a fee in lieu of, or in addition to, commission. The fees and commission that we are collecting are broken down as follows:

Policy Type: Commercial Package	Policy Number: GP06301648	Effective/Expiration Dates: 09/01/05 to 09/01/06	Premium: \$125,692.00	Commission Percentage: 0%	Commission Amount: \$0.00
------------------------------------	------------------------------	---	--------------------------	------------------------------	------------------------------

Brokerage Fee: \$9,427.00

Total Broker Compensation: \$9,427.00

At the bottom of this letter is an acknowledgement to be signed by you and returned to us, showing that you understand and agree to this fee.

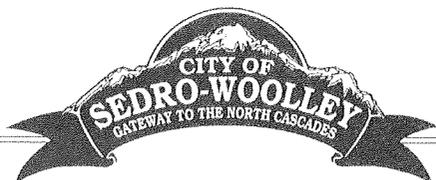
Sincerely,

Robert H. Dale  
Commercial Insurance Department

Accepted by Sharon Dillon for City of Sedro Woolley

Date





**CITY OF SEDRO-WOOLLEY**

Wastewater Treatment Plant  
720 Murdock Street  
Sedro-Woolley, WA 98284  
Phone (360) 856-1100  
Fax (360) 856-5269

**Memorandum**

Date: September 8, 2005  
To: Mayor Dillon and City Council  
From: Debbie Allen, Wastewater Treatment Foreman  
Subject: Asphalt paving at WWTP

CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 14 2005

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 35

**Background Information:**

Bids were solicited for paving the back lot of the Wastewater Treatment Plant with low bidder coming in at \$56.87 per ton. This project will complete the WWTP yard project.

**Recommended Action:**

Authorize Mayor Dillon to sign a contract with Rinker Materials for asphalt paving in the amount of \$34,122.00, excluding tax.

# Asphalt Paving Proposal



**Southend Sales:** 6300 Glenwood Ave., Everett, Wa 98203  
 Phone: (425) 355-2119 - Fax: (425) 348-6308

**Northend Sales:** 19913 Kelleher Rd., Burlington, Wa 98233  
 Phone: (360) 757-0561 - Fax: (360) 757-3001

Date: 8/15/2005

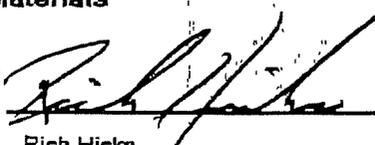
<b>Submitted To:</b> City Of Sedro Wooley	<b>Bid Title:</b> Waste Water Treatment Plant
<b>Address:</b> 720 Murdock Street Sedro Wooley, WA 98284	<b>Bid Number:</b>
<b>Contact:</b> Ray Melton	<b>Project Location:</b>
<b>Phone:</b> 360-856-5167 Fax: 360-855-0707	<b>Project City, State:</b>
	<b>Engineer/Architect:</b>

Line No.	Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	10	Class B-Type 11 Asphalt (includes Fine Grade)	600.00	TON	\$58.87	\$34,122.00
<b>Total Bid Price:</b>						<b>\$34,122.00</b>

**Notes:** \* Additional Asphalt Patching @ \$115.00/ton

- \* Exclusions: Subgrade preparation, Curbs, Striping, Sawcut & Removal, Engineering (includes setting hubs), Gravel Base, Iron Adjustments/Patching, TRAFFIC CONTROL, SWEEPING, SEALING, WEEDKILL Quality Control.
- \* SUBGRADE IS TO BE FIRM, UNYIELDING AND TRUE TO LINE AND GRADE OF DESIGN ELEVATION. SUBGRADES THAT ARE SATURATED OR FROZEN ARE NOT ACCEPTABLE FOR ASPHALT PAVING.
- \* In the event of changed conditions outside of Rinker Materials control, Rinker Materials in it's sole discretion may cancel any uncompleted portion of this proposal with 10 days notice.
- \* Prices are based on having unrestricted access to and in the paving area. Concrete must be cured at least five (5) days prior to grading or paving.
- \* Price includes one (1) mobilization, additional mobilizations will be billed at \$1500.00 each.
- \* The prices and terms quoted are firm for a period of thirty (30) days after the date of this quotation. Thereafter, said prices and terms are subject to change by the seller.
- \* This agreement incorporates herein by reference buyers previously executed credit application.

**Payment Terms:** On approved credit, net 30 Days

<p><b>ACCEPTED:</b>                  The above prices, specifications and conditions are satisfactory and are hereby accepted.                  Buyer _____                  Signature _____                  Date of Acceptance _____</p>	<p><b>CONFIRMED:</b>                  Rinker Materials *                  Authorized Signature:                   Estimator: Rich Hicks</p>
--	---

EXT.  
1.2.11



## PUBLIC WORKS AGREEMENT

---

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and Rinker Materials (hereinafter the "Contractor") hereby agree as follows:

**I. THE PROJECT:** The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor proposal (if any), project plans and technical specifications:

Pave back parking lot of Wastewater Treatment Plant with 3" Class B asphalt, including fine grading.

**II. GENERAL CONDITIONS:** The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

**A. Definitions and Terms:**

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

**B. Project Manager:** The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates Debbie Allen as its Project Manager. Contractor designates Rich Hicks as its Project Manager.

**C. Business License:** A City Business and Occupation License is required, and Contractor is responsible for payment of the taxes imposed thereunder.

**D. Equal Employment Responsibilities:** Contractor agrees that it shall actively solicit the employment of minority group members. Contractor further agrees that it shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section to the Project Manager. As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, Blacks, Women, Native Americans, Orientals, Eskimos, Aleuts, and Spanish Americans.

This subparagraph replaces section 1-07.11(1) through (10) of the General conditions. If this contract includes Federal funds, contractor must comply with the foregoing section of the General conditions.

E. **Taxes:** Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

F. **Bonding Requirements:** The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$25,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

G. **Insurance:** Contractor agrees to obtain liability insurance naming the City as an additional insured in amounts and in the form acceptable to the city, and to provide a Certificate of Insurance to this effect.

H. **Traffic Control:** The Contractor shall furnish all flagging and maintain all temporary traffic control signs and devices necessary to control traffic during construction operations at all locations. Traffic control plans and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of Washington, and shall be approved in advance by the Traffic Engineer. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

### III. PAYMENT

- A. The maximum payable hereunder is \$38,000, excluding tax
- B. The City agrees to pay the Contractor \$34,122, excluding tax
- C. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the City.
- D. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.
- E. Retainage will be administered in accordance with RCW 60.28.010(1).

### IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

- A. Term of contract: contractor shall begin work within ten days of Notice to Proceed and will complete work on or before November 15, 2005.
- B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.
- C. Scope of project: See section I, the Project

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2005, for the Contractor,  
Rinker Materials

\_\_\_\_\_  
, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2005, for the  
CITY OF SEDRO-WOOLLEY:

\_\_\_\_\_  
SHARON DILLON, Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

**TASK ORDER  
SMALL WORKS**

Date: September 8, 2005

Department / Division: City of Sedro-Woolley Wastewater Treatment

Contractor Name and Address: Rinker Materials, 19913 Kelleher Road, Burlington, WA 98233

Scope of Work: Pave back parking lot of Wastewater Treatment Plant with 3" Class B asphalt, including fine grading.

Prevailing wage form will be submitted to the department in accordance with RCW 39.12.010

Contractor agrees to withholding of 50% of contract amount in accordance with RCW 39.10

Contractor will perform work in accordance with 1998 State of Washington, Department of Transportation, Standard Specifications.

Payment Terms: This is a prevailing wage job. Payments are approved by the Sedro-Woolley City Council on the second and fourth Wednesday of each month.

Insurance attached.

Contract bond attached (for projects over \$25,000).

Print Name:

Sign Name:

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BID BOND DEPOSIT**

Attached is a deposit in the form of a certified check, cashier's check, or cash in the amount of \$ \_\_\_\_\_, which is not less than five percent of the total bid.

The condition of this obligation is that if the City of Sedro-Woolley (hereafter called the City) makes an award to the principal for \_\_\_\_\_

\_\_\_\_\_  
(Title of project)

according to the bid or proposal made by the principal, and the Principal enters into a contract with the City in accordance therewith and provided the city with a bond for the faithful performance thereof, with Surety or Sureties approved by the City, the attached Bid Bond Deposits shall be returned to the Principal. Alternatively, if the Principal, after submitting a bid for the above named project, is awarded the Contract and fails to enter into the Contract or fails to provide a performance bond acceptable to the city, Principal shall forfeit to the city the penal amount of the Bid Deposit.

**SIGNED** and **DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Principal (Signature)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety, are held and  
firmly bound unto the CITY OF SEDRO-WOOLLEY as Obligee, in the penal sum of  
\_\_\_\_\_, Dollars, for payment of  
which the Principal and the surety bond themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the Obligee shall make any award to the Principal  
for \_\_\_\_\_ according to  
the terms of the proposal or bid made by the principal therefore, and the Principal shall duly  
make and enter into a contract with the Obligee in accordance with the terms of said proposal or  
bid and award and shall give bond for the faithful performance thereof, with surety or Sureties  
approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to  
the Obligee the penal amount of the deposit specified in the call for bid, then this obligation shall  
be null and void; otherwise it shall be and remain in full force and effect and the surety shall  
forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this  
bond.

SIGNED, SEALED and DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199 \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_, 199 \_\_\_\_\_

**CONTRACT BOND**  
**to the**  
**CITY OF SEDRO-WOOLLEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_

as principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ \_\_\_\_\_ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

**DATED** at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 2005.

Nevertheless, the conditions of the above obligation are such that:

**WHEREAS**, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(which contract is referred to herein and is made a part hereof as though attached hereto), and

**WHEREAS**, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

**NOW THEREFORE**, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: \_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

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

\_\_\_\_\_  
Principal

Title: \_\_\_\_\_

For the Surety: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**RETAINAGE INVESTMENT OPTION**

Contractor: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

Project Number: \_\_\_\_\_

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. (Note, this document also applies to contract proceeds held in lieu of performance bond, per RCW 39.08.010.) Please complete and sign this form indicating your preference. If you fail to do so, the City will deposit the funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If you prefer a particular bank, state its name and account number: \_\_\_\_\_

2. **Escrow / Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues.

Preferred bank: \_\_\_\_\_  
Securities / bonds: \_\_\_\_\_  
\_\_\_\_\_

3. **Guarantee Deposit:** Retainage will be deposited in a manner selected by the City. No interest is payable to the Contractor.

Retainage is normally released 30 days after final acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be retained longer, due to its seasonal nature. State law allows for limited early release of retainage in certain circumstances.

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Title)

**CITY OF SEDRO-WOOLLEY**

720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-1661

# Memorandum

CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 14 2005

To: Mayor and City Council

From: Patrick Hayden

Date: 9/8/2005

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 39

Re: Gary Hanson – Duplex Building Permits on Hyatt Place

---

## Background

Gary Hanson obtained building permits for four duplexes on Hyatt Place in 1998. The two buildings to the East (609-611 and 613-615) were partially completed, but not finished; it appears work on these structures ceased in 1999. Work was not started on the two duplexes to the West (601-603 and 605-607). The building permits expired in 1999. At the time Mr. Hanson obtained the original building permits, the City did not charge GMA impact fees. Mr. Hanson did pay a police and school fee under SEPA, and a sewer connection fee of \$3,300 per unit. Since then, the City has imposed GMA impact fees, increased sewer general facilities charges, and enacted a sewer moratorium on duplex permits that would apply to these lots.

Mr. Hanson applied for four new permits two weeks ago. The City staff made exceptions where we thought we could justify a break for the applicant. Though this appeared to be an “all or nothing” situation, City staff ended up “splitting the baby”, and charging Mr. Hanson only the building permit renewal for the two half-finished buildings, and the full fee structure for the buildings for which no work had been done (less credit for previous payments). The combined end result seemed fair and appropriate, though it is a difficult situation from a regulatory aspect, with little written guidance. We did the best that we could, and tried to not give preferential treatment.

### 609-611 and 613-615 Hyatt Place

Mr. Hanson is receiving renewed permits for the two partially finished houses, for one-half the permit fee, no plan check fee, no impact fees, and no new sewer connection fee. The total fee for each of these structures is \$726.48. See attached summary.

### 601-603 and 605-607 Hyatt Place

Mr. Hanson is being charged the current building permit, plan check and sewer connection fees with credit for the previous payments in 1998, and the current GMA impact fees for the permits on the West lots for which no work had started. He is treated as “grandfathered” for purposes of

the sewer moratorium. The total fee for each of these structures is \$15,110.93. See attached summary.

### **Applicant's Request**

Mr. Hanson seeks relief from the increased sewer costs (\$15,864) for 601-603 and 605-607 Hyatt Place. Please see his letter, copy attached.

### **Staff Recommendation<sup>1</sup>**

While there would be an appeal process for GMA impact fees (not before you), there is no provision in City ordinances for a reduction of the sewer connection fee for this situation. The City Council is bound by City ordinances. However, the City Council has inherent authority to compromise and settle disputed claims against the City if it perceives a bona fide risk of loss. All similarly situated applicants must be treated alike. Within these parameters, Mayor Dillon asks the City Council to authorize the increase in sewer connection (GFC) fees be waived, due to Mr. Hanson's illness.

---

<sup>1</sup> Staff obtained outside concurrence in this opinion.

September 8, 2005

Gary Hanson  
17958 Cove Lane  
Mount Vernon, Wa 98274

City of Sedro-Woolley  
720 Murdock Street  
Sedro-Woolley, Wa 98284

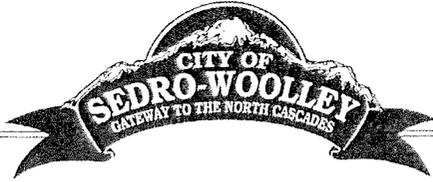
Re: Sewer @ 601,603,605 & 607 Hyatt Place

I am requesting a waiver of the increased cost of the sewer connection charges on the above two duplexes.

Due to serious cancer issues with my wife and myself and other factors progress was delayed. All sewer connections and installation have previously been made except the actual connection to the house. All sewer connection fees have also been paid. Thank you for your consideration.

Respectfully,

  
Gary Hanson



CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building  
720 Murdock Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-1661

Phone (360) 855-0929  
Fax (360) 855-0707

August 31, 2005

Mr. & Mrs. Gary Hanson  
17985 Cove Lane  
Mount Vernon, WA 98273

COPY

RE: 601/603 and 605/607 Hyatt Place  
609/611 and 613/615 Hyatt Place

Dear Mr. Mrs. Hanson:

Following a discussion with Jesse Raymond, City Building Supervisor, we have decided that 609/611 Hyatt Place and 613/615 Hyatt Place may continue to building under the UBC Codes with no additional Plan Check fees and no additional impact or connection fees. 50% of the current Building Permit Fee would be required, per the IBC for lapsed building permits. These duplexes are partially constructed, and need to be finished.

It is more difficult to determine what should be done for the permits for those duplexes not yet started, especially as these would be subject to the sewer moratorium which applies to duplexes. However, because of your illness and other factors, the City believes that an exception should be made.

For 605/607 Hyatt Place and 601/603 Hyatt Place, it will be necessary to reapply for new building permits, and pay current fees being charged. Credit will be allowed for those fees already paid. Reta Stephenson will compute the amounts due for the four permits on this basis

Yours truly,

Patrick M. Hayden  
City Attorney/Planner

CITY OF SEDRO-WOOLEY  
 FEE TRANSACTION FILE LIST  
 08/31/2005 09:52

P112699 08/31/2005 THRU P112699 08/31/2005

TYPE	UNITS	CHARGE	WAIVED	NET FEE
Building Permit	1.00	1,279.35	700.00	579.35
Plan Check	1.00	831.58	455.00	376.58
State sur-charge	1.00	4.50	4.50	.00
Fire Impact	2,716.00	516.04	516.04	.00
Park	2.00	500.00	.00	500.00
Street Impact	2.00	5,640.00	.00	5,640.00
School Impact	2.00	4,020.00	.00	4,020.00
Admin Fee	2.00	70.00	70.00	.00
TOTAL Duplex	2,731.00	12,861.47	5,765.54	7,095.93
Permit Fee	1.00	22.00	.00	22.00
Clothes Dryer	2.00	18.00	.00	18.00
Vent Fan	6.00	39.00	10.00	29.00
Range Hood	2.00	19.00	19.00	.00
Wood Stove/Firep	2.00	26.00	26.00	.00
Gas Piping	2.00	19.00	19.00	.00
TOTAL Mechanical Permit	15.00	143.00	74.00	69.00
Water Closet	4.00	28.00	28.00	.00
Bath tub	4.00	28.00	28.00	.00
Lavatory	4.00	28.00	28.00	.00
Kitchen Sink	2.00	14.00	14.00	.00
Dishwasher	2.00	14.00	14.00	.00
Clothes Washer	2.00	14.00	14.00	.00
Water Heater	2.00	14.00	14.00	.00
Other	4.00	28.00	28.00	.00
Plumbing Perm Fe	1.00	20.00	6.00	14.00
TOTAL Plumbing Permit	25.00	188.00	174.00	14.00
Sewer GFC	2.00	14,532.00	6,600.00	7,932.00
Sewer Insp	2.00	72.00	72.00	.00
TOTAL Sewer Permit-Single Famili	4.00	14,604.00	6,672.00	7,932.00
GRAND TOTAL	2,771.00	27,796.47	12,685.54	15,110.93

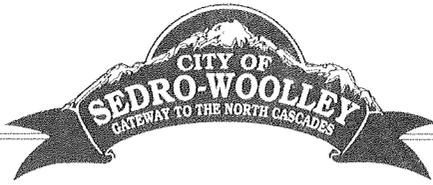
*Total per building for both non-started structures.*

CITY OF SEDRO-WOOLLEY  
 FEE TRANSACTION FILE LIST

P112697 08/31/2005 10:24  
 P112697 THRU P112697  
 08/31/2005 THRU 08/31/2005

PROPERTY NO. OWNER	DESCRIPTION ADDRESS	PERMIT	DATE COMMENTS	POST	OPERATOR	NET FEE
P112697 HANSON GARY L	Duplex HYATT PL 609/611	3238	08/31/2005	0001	RETA	726.48
	Building Permit	UNITS		CHARGE	WAIVED	726.48
	Plan Check	1.00		1,452.95	726.47	726.48
	State sur-charge	1.00		944.42	944.42	.00
	Fire Impact	1.00		4.50	4.50	.00
	Park	3,660.00		695.40	695.40	.00
	Street Impact	2.00		500.00	500.00	.00
	School Impact	2.00		5,640.00	5,640.00	.00
	Admin Fee	2.00		4,020.00	4,020.00	.00
		2.00		70.00	70.00	.00
TOTAL		3,671.00		13,327.27	12,600.79	726.48
TOTAL FEES		3,671.00		13,327.27	12,600.79	726.48

Total per building for both partially finished structures



SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 14 2005

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 4

Name:  
Address:  
Narrative:

Name:  
Address:  
Narrative:

Name:  
Address:  
Narrative:

Name:  
Address:  
Narrative:

**CITY OF SEDRO-WOOLLEY**

720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-1661

**Memorandum**

CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 14 2005

To: Mayor and City Council  
From: Patrick Hayden  
Date: 9/8/2005  
Re: Cell Phone Tax

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 5

**I. Issue:** Should the City Council impose an excise or licensing tax on the provision of cell phone services at the same rate as is imposed for land lines telephone services?

**II. Background:** Mayor Dillon requested an ordinance proposal which extended the 6% tax on telephone services to cell phones, as well as land lines.

The proposed ordinance adds language defining cell phone services to the excise tax / business licensing ordinance. This language, including the definitions, exceptions, and procedures, is determined by state and federal laws, and is common to other city ordinances in Washington which impose similar taxes. If the City Council is going to impose the same tax on cell phones as you do on land lines, use this ordinance to make the appropriate changes.

The City Council can make the following decisions in the context of considering this ordinance:

- a. Whether to extend the telephone tax to cell phones;
- b. The rate of tax imposed on cell phones;
- c. The use to which the proceeds will be applied.

The proposed ordinance states: "All monies collected from the tax upon cellular telephone services shall be deposited into the Cumulative Reserve Fund (Fund 302) and used only for construction of, acquisition of real estate for, or repairs to City municipal buildings, including fixtures and appliances." (This would cover phone and heating systems, but not furniture. The scope of this limitation is intended to allow for the possibility that the City Hall may not move, and the funds may be needed to repair the existing building.) Note that another City Council may amend this ordinance as provided by law.

**III. Recommendation:** If the City Council decides to extend the telephone excise tax to cell phones, it should be done by passage of the ordinance titled: AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING THE UTILITY TAX ON CELLULAR TELEPHONE SERVICES WITHIN SEDRO-WOOLLEY AND PROCEDURES FOR THE IMPLEMENTATION THEREOF.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
ADOPTING THE UTILITY TAX ON CELLULAR TELEPHONE SERVICES WITHIN  
SEDRO-WOOLLEY AND PROCEDURES FOR THE IMPLEMENTATION  
THEREOF.

WHEREAS, the City of Sedro-Woolley is authorized to license utilities for revenue;

WHEREAS, the City Council of the City of Sedro-Woolley (the "City"), finds in order to provide revenues for the City of Sedro-Woolley a utility tax on cellular telephone utilities should be levied pursuant to the City of Sedro-Woolley's authority to license for revenue;

WHEREAS, the City of Sedro-Woolley desires to provide for a referendum procedure to apply to this ordinance pursuant to RCW 35.21.706; now therefore:

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
DOES ORDAIN AS FOLLOWS:

**Section 1.** SWMC 5.06.010 is hereby amended to read as follows:

*Definitions.* Unless the context clearly indicates otherwise, the words phrases and terms used in this ordinance shall have the following meanings:

A. "Cellular telephone service" means a two-way voice and data telephone/telecommunications system based in whole or substantially in part on wireless radio communications which is not subject to regulation by the Washington State Utilities and Transportation Commission (WUTC). This includes cellular mobile service. The definition of cellular mobile service includes other wireless radio communications services such as specialized mobile radio (SMR), personal communications services (PCS), and any other evolving wireless radio communications technology which accomplishes a purpose similar to cellular mobile service. Cellular telephone service is ~~not~~ included within the definition of "telephone business" for the purposes of this Ordinance.

B. "City Clerk" means the City Clerk of Sedro-Woolley and his or her designees or agents.

C. "Competitive telephone service" means the providing by any person of telecommunications equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under Title 80 RCW and for which a separate charge is made.

D. "Gross Income" means the value proceeding or accruing from the sale of tangible property or service, and receipts (including all sums earned or charged, whether received or not) by reason of investment of capital in the business engaged in (including rentals, royalties, interest and other emoluments however designated excluding receipts or proceeds from the sale or use of real property or any interest therein and the proceeds from the sale of notes, bonds, mortgages, or other evidences of indebtedness, or stocks and the like and without any deduction on account of the cost of the property sold, cost of materials used, labor costs, interest or discount paid, or any expenses whatsoever, and without any deduction on account of losses. Further deductions and exceptions from gross income upon which the fee or tax described in this ordinance is computed are set forth in Section 67.

E. "Person or persons" means persons of either sex, firms, copartnerships, corporations, limited liability companies, and other associations, whether acting by themselves or through servants, agents or employees, and shall include the City of Sedro-Woolley for purposes of imposition and collection of this tax.

F. "Taxpayer" means any person liable for the license fee or tax imposed by this ordinance.

G. "Tax year or taxable year" means (1) the year commencing January 1st and ending on December 31st, of such year, or (2) the taxpayer's fiscal year when permission is obtained from the City Clerk to use that period as the tax year, or (3) the year commencing December 15th and ending on December 14th of the following calendar year when permission is obtained from the City Clerk to use that period as the tax year.

H. "Telephone business" means the business of providing access to a local telephone network, local telephone network switching service, toll service or coin telephone services or providing telephonic, video, data or similar communication or transmission for hire, via a local telephone network, toll line or channel cable, microwave, or similar communication or transmission system. The term includes cooperative or farmer line telephone companies or associations operating an exchange. Telephone business ~~does not include~~ also includes cellular telephone service. Telephone business does not include the providing of competitive telephone service, the providing of cable television service, nor the providing of broadcast services by radio and television stations.

**Section 2.** SWMC 5.06.020 is hereby amended to read as follows:

*Utility Tax Levied - Rate.* On and after April 1, 2005, there is levied on and shall be collected from every person a tax for the act or privilege of engaging in certain business activities, measured by the application of the respective rates against gross income as follows:

A. Telephone Business. Upon every person engaged in or carrying on any telephone business (~~excluding~~ including cellular telephone service) within the

City of Sedro-Woolley a fee or tax equal to six percent (6%) of the total gross income from such business in the City of Sedro-Woolley. Tax liability imposed under this Section shall not apply to that portion of gross income derived from charges to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching charges, or carrier access charges relating to intrastate toll telephone services, or for access to, or charges for, interstate services, or charges for network telephone service that is purchased for the purpose of resale.

B. Solid Waste. Upon every person engaged in or carrying on the business of collecting solid waste, recyclable materials or yard waste, a tax equal to two percent (2%) of the total gross income from such business in the City of Sedro-Woolley, but not including income from the ~~collection of recyclables from commercial and industrial customers, nor the sale of recyclable materials or yard waste.~~

C. Sewer System. Upon every person engaged in or carrying on the business of operating a sanitary sewer system, a tax equal to two percent (2%) of the total gross income from such business in the City of Sedro-Woolley.

**Section 3.** A new Section SWMC 5.06.040 is added to the Sedro-Woolley Municipal Code, as follows:

*Allocation of Income - Cellular Telephone Service.*

A. Service Address. Payments by a customer for the telephone service from telephones without a fixed location shall be allocated among taxing jurisdictions to the location of the customer's principal service address during the period for which the tax applies.

B. Presumption. There is a presumption that the service address a customer supplies to the taxpayer is current and accurate, unless the taxpayer has actual knowledge to the contrary.

C. Roaming Phones. When the service is provided while a subscriber is roaming outside the subscriber's normal cellular network area, the gross income shall be assigned consistent with the taxpayer's accounting system to the location of the originating cell site of the call, or to the location of the main cellular switching office that switched the call.

D. Dispute Resolution. If there is a dispute between or among the City of Sedro-Woolley and one or more other cities, as to the service address of a customer who is receiving cellular telephone services and the dispute is not resolved by negotiation among the parties, then the dispute shall be resolved by the City of Sedro-Woolley and the other city or cities by submitting the issue for settlement to the Association of Washington Cities (AWC). Once the taxes on the disputed revenues have been paid to one of the contesting cities, the cellular telephone service company shall have no further liability with respect to additional taxes on

the disputed revenues so long as it changes its billing records for future revenues to comport with the settlement facilitated by AWC.

**Section 4.** SWMC 5.06.120 is amended to read as follows:

*Rate Changes.* No change in the rate of tax upon persons engaging in the telephone business, including cellular telephone service, shall apply to business activities occurring before the effective date of the change. Furthermore, except for a change in the tax rate authorized by RCW 35.21.870, no change in the rate of the tax on the telephone business may take effect sooner than sixty (60) days following the enactment of the ordinance establishing the change. The City of Sedro-Woolley shall send to each cellular telephone service company at the address on its occupation license, a copy of any ordinance changing the rate of tax upon cellular telephone service promptly upon its enactment.

**Section 5. Referendum Procedure.** A referendum petition with respect to this ordinance may be filed with the City Clerk within seven days of the passage and publication of this ordinance. The referendum procedures set forth in RCW 35.17.240 through 35.17.360, as hereafter amended, shall apply, with the following additions and amendments as required by RCW 35.21.706:

- A. Within ten days of the filing of the petition, the City Clerk will confer with the petitioner concerning the form and style of the petition, issue and identification number, and secure an accurate, concise and positive ballot title from the City Attorney;
- B. The petitioner shall have thirty days in which to secure the signatures of not less than 15% of the registered voters of the City of Sedro-Woolley, as of the last municipal general election, upon petition forms which contain the ballot title and full text of this ordinance; and
- C. The City Clerk shall verify the sufficiency of the signatures on the petition, and if sufficient valid signatures are properly submitted, shall certify the referendum measure to the next election ballot within the City of Sedro-Woolley, or at a special election as provided pursuant to RCW 35.17.260(2).

**Section 6. Use of Funds.** All monies collected from the tax upon cellular telephone services shall be deposited into the Cumulative Reserve Fund (Fund 302) and used only for construction of, acquisition of real estate for, or repairs to City municipal buildings, including fixtures and appliances.

**Section 7. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 8. Effective Date.** This Ordinance is effective January 1, 2006, which is more than five days after passage and publication.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2005.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

**CITY OF SEDRO-WOOLLEY**

720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-1661

# Memorandum

CITY COUNCIL AGENDA  
REGULAR MEETING

SEP 14 2005

To: Mayor and City Council

From: Patrick Hayden

Date: 9/9/2005

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 6

Re: Credits, Latecomer's Agreements, and More Credits

**Background:** Dukes Hill LLC and Sedro-Woolley LLC are two development enterprises owned by Rob Janicki and others. The Dukes Hill LLC is a developer of property in Saul Mountain View Estate North LLC. Sedro-Woolley LLC developed the Gateway Binding Site Plan at Rhodes Road and SR 20 (McDonalds). The developer has transferred impact fee credits between these projects, but both projects have unresolved issues that are greater in scope than the issues that staff normally deals with, and need approval from the City Council.

### **I. Sauk Mountain View Estates North Park Impact Fee Credits.**

The City Council previously approved a Phasing Agreement with Dukes Hill LLC, providing for park impact fee credits for construction of a park and two parking lots under the BPA power lines, as part of the approval process for Saul Mountain View Estate North. At the time the project was approved, the City and the developer both contacted the BPA, and were told that there was no problem constructing a park for youth activity fields under the power lines – as BPA was only concerned with the lay of the land, slopes, etc., and a park was the same as a cow pasture for their purposes. However, both the City and the developer were given bad information by the BPA employee – we are now told that parking lots and play fields would not be approved by BPA. After several meetings the BPA officials, it was determined that BPA would not give approval to the City to use the property for a youth sports field. However the parties had already constructed the park and the City had already committed to accepting it by the time this was determined.

The City staff and developer have agreed to reduce the amount of park impact fee credits from \$111,088 to \$76,600. In effect, the developer is getting a credit only for the cost of construction, with no value attributed to the land. The City has already accepted the park, and we have a permit from BPA for use of the park as a passive park. The park has *local* value, and is being used by the property owners in the development. However, both the City and developer agree that the value to the City is reduced by the limitations imposed by BPA, and that the amount of the credits should be reduced, and not be transferred outside of the immediate area.

The City is not mowing this area, but is allowing it to revert to a field. The developer has agreed to construct additional park facilities, including restrooms, on adjacent property to be developed when

the sewer moratorium is lifted, and to contribute additional work to build a trail and help landscape this filed, at that time.

Because the credits were part of an agreement approved by the City Council, the reduction should be approved by the City Council.

## **II. Gateway LLC Sanitary Sewer Pump Station and Traffic Improvements.**

### **A. Sewer Pump Station.**

Sedro-Woolley LLC constructed a sanitary sewer pump station for the Gateway shopping center site (McDonald's). At the request of the City Engineer, Doug Barnet, the pump station was oversized, so it would serve as one of the SR 20 pump stations which the City anticipated constructing. The developer agreed to over-build the pump station to serve other property.

The developer is entitled to credits for its expense. Our ordinances provide for two mechanisms for credits: a credit against 50% of the connection fee, and a latecomer's agreement. The cost of the pump station was \$170,000. The developer cannot possibly use this amount of credits against its own site. Accordingly, staff recommends that the developer be given a non-transferable credit of \$70,000, to be used against 50% of its own fees, and a latecomer's agreement for \$100,000, which will be an additional fee for the industrial development utilizing this pump station, but will not be a transferable credit nor reduce the City's collection of impact fees.

Sedro-Woolley has a latecomer's agreement ordinance, but we have not previously had a development which overbuilt infrastructure on this scale, and have not approved a latecomer's agreement in the past. We are not able to determine the terms of the agreement at this time. However, staff would like to proceed with the preparation work for a latecomer's agreement with City Council approval. Staff feels strongly that it is in the best interests of the City to have a latecomer's agreement rather than give the developer a credit against the connection fee. The City received substantial financial benefit from the construction of the sewer pump station. The developer is entitled to collect some of the cost from other developers who benefit from the pump station.

### **B. Transportation Impact Fee Credits.**

The developer, Sedro-Woolley LLC, constructed traffic improvements worth \$1,500,000, which implement part of the Cook-Trail Sub-Area Transportation Plan. The stop light, associated railroad crossing and other improvements have a value to the City of \$750,000. The developer is entitled to credits for the construction of these facilities in this amount, as agreed to by Doug Barnet, then City Engineer. The developer has used some of them on the Saul Mountain View Estates PRDs. However, staff and the developer have agreed to limitations on the amount to be used in any one year, and other issues to ensure that the roads can serve all the adjoining owners in the area.

Staff requests that the traffic impact fee amount be approved in this same agreement. Though the ordinance provides for approval by staff, the amount is large, and this is our only off-site transfer of credits to date.

**Recommended Action No. 1:** Authorize Mayor Dillon to sign the Memorandum of Agreement reducing the Park Impact Fee Credits for Sauk Mount View North PRD of Dukes Hill LLC to \$76,600, and limit the area of use of the credits.

**Recommended Action No. 2:** Authorize Mayor Dillon to sign the Memorandum of Agreement reducing the Transportation Impact Fee Credits, Sewer Connection Fee Credits and Latecomer's Agreement for Gateway Binding Site Plan.

*Law Offices*

**McGOFFIN, INC., P.S.**

A PROFESSIONAL SERVICES CORPORATION

KEVIN B. McGOFFIN  
103 NORTH TOWNSHIP  
SEDRO-WOOLLEY, WA 98284  
TELE: (360) 856-5435

KEITH D. McGOFFIN  
4602 MERRY LANE WEST  
TACOMA, WA 98466  
TELE: (253) 565-8947

**April 22, 2004**

Mr. Patrick Hayden  
City of Sedro-Woolley  
720 Murdock Street  
Sedro-Woolley, WA 98284

**RE: Sauk Mountain View North Residential PUD - BPA Park**

Dear Pat:

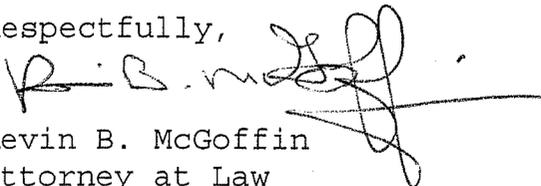
This is a follow up to our discussion on Tuesday regarding the change of use of the park under the BPA power lines. Instead of facilities for team sports, the City intends the park to be a passive greenbelt park. Thus, the improvements to be completed by Dukes Hill, L.L.C to the park are different than described in the January 29, 2004 amended development agreement.

Dukes Hill agrees, at its cost, to remove the gravel and plant grass seed in the existing parking areas and to place approximately 3-4 big rocks in strategic locations in the park, to be completed before September, 2004. No other improvements are required of Dukes Hill to the park. Dukes Hill further agrees to a reduction in the park impact credits from \$111,088.00 to \$76,600.00 and to reduce the geographic area to use these credits on the west to Highway 9.

I understand that you will be drafting an amendment to the development agreement that incorporates the above changes. Further, you will be preparing a letter to BPA requesting approval of the park as a passive greenbelt park and changing the landowner name to the City of Sedro-Woolley.

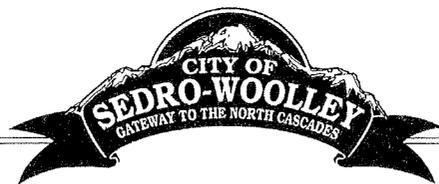
Contact me at 856-5435 should you have any questions or comments, or to assist you in the above.

Respectfully,



Kevin B. McGoffin  
Attorney at Law

COPY



CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building  
Building, Planning & Engineering  
720 Murdock Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

5-10-04

Kevin McGoffin  
Janicki Logging  
103 N. Township  
Sedro-Woolley, WA 98284

RE: BPA Park response to letter dated 4-22-04

Dear Kevin:

I have received your letter dated April 22, 2004 reviewing the proposed park under the BPA lines.

I agree that your letter accurately recites our conversation but the plan subject to the approval of Mayor Dillon, the City Council and City Engineer. I expect such approval.

Finally, the agreement will be subject to BPA land use permits in the name of the City.

Thank you.

Very Truly Yours,

Patrick Hayden  
City of Sedro-Woolley

work = 76,000  
land =  $\emptyset$

Gateway Binding Site Plan Memorandum of Agreement

## Memorandum of Agreement

Whereas, the Sedro-Woolley LLC has constructed a sanitary sewer pump station and transportation facilities on SR 20 for the Gateway Binding Site Plan, and

Whereas, the transportation facilities include a railroad crossing, stop light intersection, turn lanes, and additional connections that are part of the Cook-Trail Sub-Area Transportation Plan and serve property of other owners, in addition to the developer's land, and

Whereas, the sanitary sewer pump station was constructed with surplus capacity at the request of the City of Sedro-Woolley for the purpose of serving property in addition to that of the developer, and

Whereas, SWMC 15.60.060 provides for credits against GMA impact fees for the construction of transportation improvements in excess of those needed by the developer for its own services, if they are included in the capital facilities plans of the City, and

Whereas, the City has recognized that the developer has substantial transportation impact fee credits, allowing the developer to proceed with construction on this and other projects with charges against these credits, though the amount has not been confirmed in writing, and

Whereas, SWMC 15.52 provides for a latecomer's agreement for the developer for construction of excess sanitary sewer infrastructure, and

Whereas, SWMC 13.16.036 provides for a credit against the sewer connection fee (general faculties charge) for the construction of improvements by a developer, now therefore:

### **It is hereby agreed as follows:**

**1. Parties.** The parties to this agreement are:

- A. City of Sedro-Woolley, a Washington Municipal Corporation (the "City"), and
- B. Sedro-Woolley LLC, a Washington Limited Liability Company (the "Developer").

**2. Transportation Impact Fee Credits.** The parties agree as follows:

A. The Developer of the Gateway Binding Site Plan (attached as Exhibit A) has constructed transportation improvements having a cost and value of One Million Five Hundred Thousand Dollars (\$1,500,000.00) which are part of the Sedro-Woolley Transportation Capital Facilities Plan, the Six Year TIP, or the Cook-Trail Sub-Area Plan.

B. Fifty percent (50%) of the value of these developments are for the purpose of serving the Gateway Binding Site Plan on SR 20, for which no credit should be allowed.

C. Fifty percent (50%) of the value of the transportation infrastructure constructed by the Developer is in excess of the infrastructure needed to serve the binding site plan.

The developer is entitled to transportation impact fee credits in the amount of \$750,000, to be applied to developments within and without the development.

D. Pursuant to SWMC Ch. 15.60, the Developer has a credit of \$750,000, which may be applied to transportation impact fees assessed for off-site projects within the City limits of the City of Sedro-Woolley. This credit may not be utilized in an amount in excess of \$300,000 in any one calendar year. This credit is valid for a period of six years, beginning January 1, 2004, and terminating December 31, 2010. It shall bear no interest.

E. The cost of the infrastructure in excess of the allowed credit is for the planned construction of retail-related space within the binding site plan. The parties agree that this is adequate mitigation for the planned space as submitted in the application and as shown on the binding site plan, and no additional transportation impact fee shall be assessed for the planned and approved retail buildings as submitted in the preliminary drawings on file with the City. However, no transferable credit shall be allowed for these improvements.

D. The developer shall convey a 10 foot strip adjoining the Koozer property (Tract R), or so much of it as is needed by the City for right of way, upon request of the City engineer. Any construction by the City shall accommodate the storm water facilities on this strip.

**3. Deductions Against Credits.** Any credits allowed to the Developer for use in Sauk Mountain View North and Sauk Mountain View South PRDs shall be deducted from the credit allowed in Section 2(D) above.

**4. Sanitary Sewer Improvements.** The Developer has constructed Sanitary Sewer Improvements having a value of \$170,000. The City received a benefit to the City sanitary sewer system having a cost/value of \$170,000. The parties agree \$100,000 of this work is for benefit of the City system, serves other property, and does not benefit the Developer.

A. The Developer shall receive a credit of \$70,000, which shall be taken against the construction of on-site buildings within the binding site plan boundaries, and may not be transferred to other properties. This credit shall expire in ten (10) years if not utilized, and shall not bear interest.

B. The credit identified in Section 4(A) shall be reduced by the value of the sewer connection fee for the McDonald's facility, convenience store and gas station constructed on the binding site plan property, computed at the rate in effect when the building permit was issued.

C. Pursuant to SWMC 13.16.036(B)(2), the City may, in its discretion, elect to limit the utilization of the credit allowed in section 4(A) to 50% of the general facilities charge for the future improvements, to be computed at time of issuance of the building permit, in recognition that a portion of the general facilities charge is attributable to sewer plant improvements which serve the binding site plan property and previously financed by the City with utility revenue bonds.

D. The Developer shall not receive a credit for the remaining \$100,000 value/cost of sanitary sewer improvements, but shall receive a latecomer's agreement pursuant to

SWMC Ch. 15.52, in lieu of any credits. The method of assessment shall be determined in that process provided by that chapter.

E. The application for a latecomer's agreement shall be made upon completion of the improvements and conveyance to the City of the improvements together with appropriate easements and rights of way.

**5. Binding Agreement.** This agreement is binding on the heirs, devisees, and successors of the parties.

**6. City Ordinances.** This agreement is intended to implement and is supplemented by the provisions of SWMC Ch. 15.52 (Latecomer's Agreements) and SWMC Ch. 15.60 (Impact Fees for Planned Facilities). The parties recognize that additional accommodations will be needed to implement this agreement. However, this memorandum and the ordinances shall provide the framework for implementation of the agreements set forth herein.

Dated: \_\_\_\_\_, 2005.

**CITY OF SEDRO-WOOLLEY**  
A Washington Municipal Corporation

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

Attest:

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

**SEDRO-WOOLLEY LLC,**  
A Washington Limited Liability Company

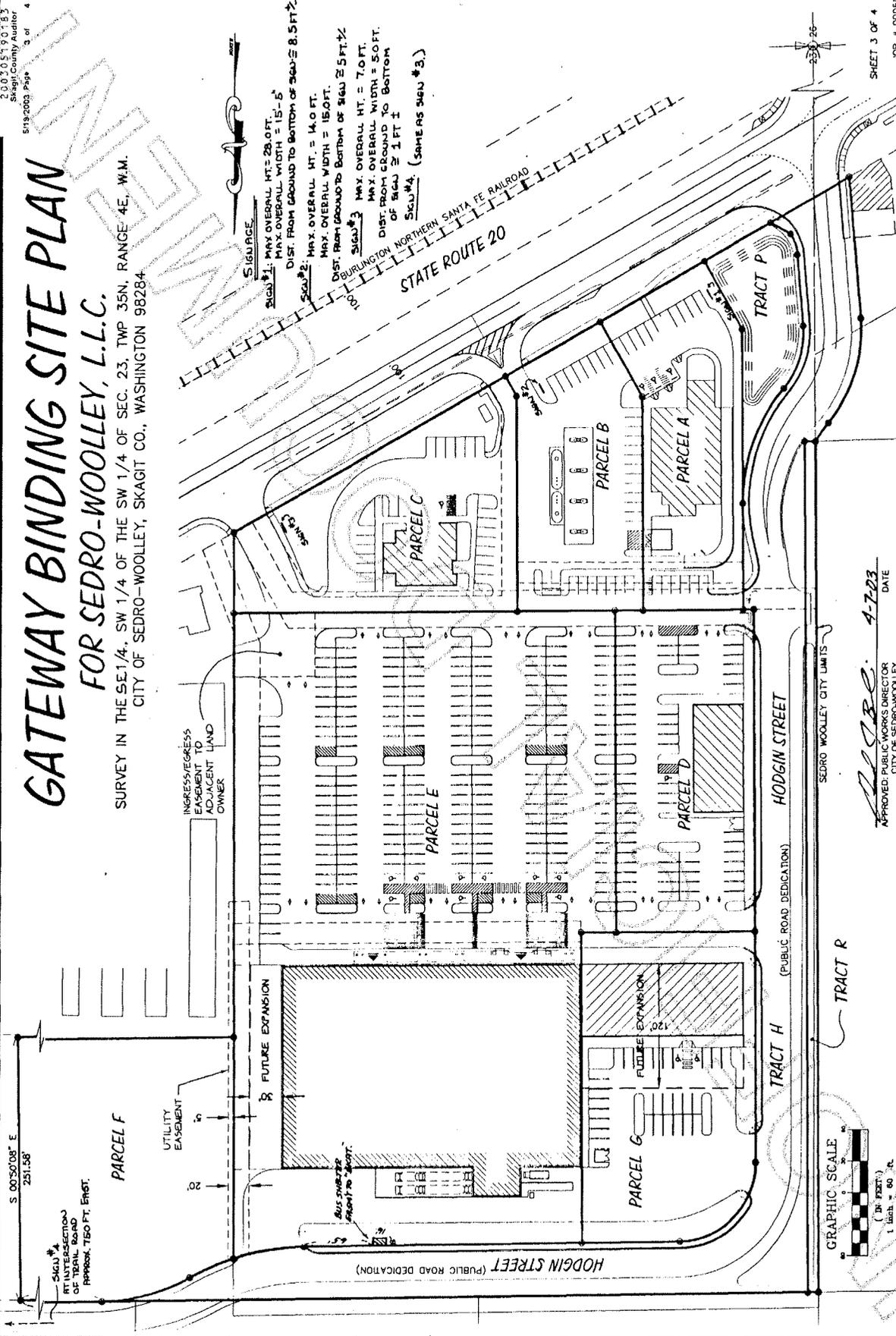
By: \_\_\_\_\_  
Authorized Agent

Exhibit A Gateway Binding Site Plan

# GATEWAY BINDING SITE PLAN

## FOR SEDRO-WOOLLEY, L.L.C.

SURVEY IN THE SE 1/4, SW 1/4 OF THE SW 1/4 OF SEC. 23, TWP 35N, RANGE 4E, W.M.  
 CITY OF SEDRO-WOOLLEY, SKAGIT CO., WASHINGTON 98284



SHEET 3 OF 4  
 JOB # 00050

SECTION 23, TOWNSHIP 35N., RANGE 4E., W.M.  
**RONALD T. JEPSON & ASSOCIATES**  
 CONSULTING ENGINEERS-LAND SURVEYORS-PROJECT MGMT. & DEV.  
 222 GRAND AVE SUITE C1, PH. # 360.333.1660, FAX # 360.641.9539,  
 E-MAIL: JEPSON@QUESTNET, BELLINGHAM, WASHINGTON 98225



Scale	1" = 60'
Drawn by	P.T.J.
DATE	03-13-2003
CHECKED BY	T.A.U.
APP'D	R.T.J.

**SURVEYOR'S CERTIFICATE**  
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AS ENFORCED BY THE REQUEST OF ROBERT JANICK IN FEBRUARY, 2002.  
 APPROVED: PUBLIC WORKS DIRECTOR  
 CITY OF SEDRO-WOOLLEY  
 DATE: 4-7-03

CERTIFICATE NO. 9361



# GATEWAY BINDING SITE PLAN FOR SEDRO-WOOLLEY, L.L.C.

SURVEY IN THE SE 1/4, SW 1/4 OF THE SW 1/4 OF SEC. 23, TWP 35N., RANGE 4E., W.M.  
CITY OF SEDRO-WOOLLEY, SKAGIT CO., WASHINGTON 98284



### DECLARATION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING OWNERS HEREBY DECLARE THIS BINDING SITE PLAN AND DEDICATE TO THE USE OF THE LOT OWNERS OF GATEWAY BINDING SITE PLAN FOREVER THE ACCESS AND UTILITY EASEMENTS AS SHOWN ON THIS PLAN ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, AND REASONABLE GRADINGS OF THE DRIVEWAYS AND UTILITIES AND HEREBY WAIVES THE RIGHT OF ANY GOVERNMENT AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHMENT OF DRIVEWAYS, ROAD/DRIVEWAY, DRAINAGE AND OTHER UTILITIES. TRACT 1 IS HEREBY DEDICATED TO THE CITY OF SEDRO-WOOLLEY FOR PUBLIC ROAD PURPOSES (HODGIN STREET).

Jeffrey S. Hodgin Secretary & Controller

Jeffrey S. Hodgin Trustee  
JEFFREY S. HODGIN, AS TRUSTEE FOR KITTLY HODGIN  
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL  
THIS 14th DAY OF MAY 2003 AT THE CITY OF SEDRO-WOOLLEY, WASHINGTON

Jeffrey S. Hodgin atty in fact  
JEFFREY S. HODGIN, JEFFREY S. HODGIN ATTORNEY-IN-FACT

Jeffrey S. Hodgin Trustee  
JEFFREY S. HODGIN, AS TRUSTEE FOR KITTLY HODGIN  
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL  
THIS 14th DAY OF MAY 2003 AT THE CITY OF SEDRO-WOOLLEY, WASHINGTON

Jeffrey S. Hodgin Trustee  
JEFFREY S. HODGIN, AS TRUSTEE FOR KITTLY HODGIN  
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL  
THIS 14th DAY OF MAY 2003 AT THE CITY OF SEDRO-WOOLLEY, WASHINGTON

Jeffrey S. Hodgin Trustee  
JEFFREY S. HODGIN, AS TRUSTEE FOR KITTLY HODGIN  
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THIS 14th DAY OF MAY 2003 AT THE CITY OF SEDRO-WOOLLEY, WASHINGTON

Jeffrey S. Hodgin Trustee  
JEFFREY S. HODGIN, AS TRUSTEE FOR KITTLY HODGIN  
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL  
THIS 14th DAY OF MAY 2003 AT THE CITY OF SEDRO-WOOLLEY, WASHINGTON

NOTE:  
APPROVAL SUBJECT TO CONDITIONS OF  
PRELIMINARY BINDING SITE PLAN APPROVAL  
RECORDED UNDER R.F. No. 418 818

### LEGAL DESCRIPTION

LOTS A, B, C AND D OF THE SHORT PLAT FOR SEDRO-WOOLLEY L.L.C. AS RECORDED UNDER AUDITOR'S FILE NO. 2002070009, RECORDS OF THE SKAGIT COUNTY AUDITOR'S OFFICE TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF WILLAMETTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH-EAST QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 00°23'31" WEST ALONG THE NORTH-SOUTH SECTION LINE OF SAID SECTION 23, 207.86 FEET TO THE TRUE POINT OF BEGINNING, WHICH IS ALSO THE SOUTHWEST CORNER OF LOT D OF SAID SHORT PLAT FOR SEDRO-WOOLLEY L.L.C.; THENCE CONTINUING NORTH 00°23'31" WEST ALONG THE SAID NORTH-SOUTH CENTER OF SECTION LINE, 233.28 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1911 FEET, THE CENTER OF WHICH BEARS NORTH 54°10'31" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°53'31" AN ARC DISTANCE OF 2108 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A SECOND CURVE TO THE LEFT, HAVING A RADIUS OF 1830 FEET THROUGH A CENTRAL ANGLE OF 42°31'47" AN ARC DISTANCE OF 1076.64 FEET TO A POINT OF TANGENCY; THENCE SOUTHWESTERLY ALONG A LINE OF 354 FEET TO THENCE NORTH 135°57' FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SECTION 23; THENCE EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 375.84 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE WITHIN THE CITY LIMITS OF SEDRO-WOOLLEY, SKAGIT COUNTY, WASHINGTON

### TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN ON THE LANDS HEREIN DESCRIBED HAVE BEEN FULLY PAID AND DISCHARGED TO THE RECORDS OF MY OFFICE UP TO AND INCLUDING THE YEAR 2003.

Jeffrey S. Hodgin Skagit County Treasurer  
DATE: May 14, 2003

### APPROVALS

I HEREBY CERTIFY THAT THIS BINDING SITE PLAN HAS BEEN EXAMINED AND THAT ALL OF THE REQUIREMENTS AND CONDITIONS OF THE TECHNICAL REVIEW COMMITTEE HAVE BEEN PROVIDED FOR AND ARE HEREBY APPROVED BY THE DEPARTMENT OF PUBLIC WORKS THIS 14th DAY OF May, 2003.

Jeffrey S. Hodgin PUBLIC WORKS DIRECTOR SEDRO-WOOLLEY DATE: 5-14-03

I HEREBY CERTIFY THAT THIS BINDING SITE PLAN HAS BEEN EXAMINED FOR CONFORMANCE WITH APPLICABLE STATE STATUTES AND CITY ORDINANCES TOGETHER WITH A REVIEW OF THE TECHNICAL INFORMATION SHOWN THEREON AND HEREBY APPROVED.

THIS 14th DAY OF May, 2003

Jeffrey S. Hodgin PLANNING DIRECTOR SEDRO-WOOLLEY DATE: 5-14-03

Jeffrey S. Hodgin BUILDING OFFICIAL SEDRO-WOOLLEY DATE: 5-14-03

Jeffrey S. Hodgin MAYOR SEDRO-WOOLLEY DATE: 5-14-03



scope: NA  
drawn by: P.T.J.  
DATE: 03-13-2003  
CHECKED BY: J.T.A.U.  
APPROVED BY: P.T.J.

### AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 14th DAY OF MAY 2003 AT 1:59 P.M. UNDER AFF. 20030514018 AT THE REQUEST OF Ronald T. Jepson & Assoc.

Norma Jeppson is Myra Demarest  
COUNTY AUDITOR

SECTION 23, TOWNSHIP 35N., RANGE 4E., W.M.

RONALD T. JEPSON & ASSOCIATES  
CONSULTING ENGINEERS-LAND SURVEYORS-PROJECT MGMT. & DEV.  
222 GRAND AVE SUITE 'C' PM # 3607133516/ FAX # 3606647833  
E-MAIL JEPSON22@QUEST.NET, BELLINGHAM, WASHINGTON 98225

SHEET 1 OF 4

# GATEWAY BINDING SITE PLAN FOR SEDRO-WOOLLEY, L.L.C.

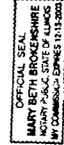
SURVEY IN THE SE 1/4, SW 1/4 OF THE SW 1/4 OF SEC. 23, TWP 35N, RANGE 4E, W.M.  
CITY OF SEDRO-WOOLLEY, SKAGIT CO., WASHINGTON 98284

5/13/2003 Page 2 of 4 1:58PM  
Skagit County Auditor

### ACKNOWLEDGMENTS

STATE OF ILLINOIS  
COUNTY OF De Witt  
THIS IS TO CERTIFY THAT ON THE 27th DAY OF March 2003, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, HAVE PERSONALLY APPEARED KEVIN S. STARNES OF MCDONALD'S CORPORATION, A DELAWARE CORPORATION, TO ME KNOWN TO BE THE REPRESENTATIVE OF SAID CORPORATION WHO EXECUTED THE WITHIN AND FOREGOING DECLARATION AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND ON 04TH DAY OF MARCH 2003, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST MENTIONED ABOVE.

Mary Beth Bowerman  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT SEBRO-WOOLLEY



STATE OF WASHINGTON  
COUNTY OF SKAGIT  
ON THIS 31st DAY OF March 2003, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, KNOWN TO BE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE DECLARATION HEREIN AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST MENTIONED ABOVE.

Cindy L Bowerman  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT SEBRO-WOOLLEY



STATE OF WASHINGTON  
COUNTY OF SKAGIT  
ON THIS 31st DAY OF March 2003, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, KNOWN TO BE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE DECLARATION HEREIN AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST MENTIONED ABOVE.

Henry M. VanZanten  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT SEBRO-WOOLLEY



### NOTES:

- 1) SUBJECT TO PUGET ENERGY EASEMENT AF#2002000200069 AND 20021103065
- 2) SUBJECT TO SKAGIT COUNTY MEMORANDUMS UNDER AF#200200726013 REG. D# AF#200200040083
- 3) BINDING SITE PLAN NUMBER AND DATE OF APPROVAL SHALL BE INCLUDED IN ALL DEEDS AND CONTRACTS.
- 4) ALL MAINTENANCE AND CONSTRUCTION OF ROADS SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS ASSOCIATION. THE LOT OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL RESTRICTIONS, AGREEMENTS, RECORDS IN AF#200200040081, AF#200200040082 AND AGREEMENT AF#200200040083 REGARDING INGRESS, EGRESS, UTILITIES, SIGNAGE, AND PARKING ON COMMON AREAS.

### ACKNOWLEDGMENTS

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
ON THIS 31st DAY OF April 2003, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED Paul J. Winkler AND Michelle Winkler TO ME KNOWN TO BE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE DECLARATION HEREIN AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST MENTIONED ABOVE.

Henry M. VanZanten  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT SEBRO-WOOLLEY



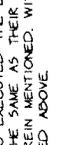
STATE OF WASHINGTON  
COUNTY OF SKAGIT  
ON THIS 31st DAY OF April 2003, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED Michael S. Peggam AND Michelle Winkler TO ME KNOWN TO BE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE DECLARATION HEREIN AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST MENTIONED ABOVE.

Henry M. VanZanten  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT SEBRO-WOOLLEY



STATE OF WASHINGTON  
COUNTY OF SKAGIT  
ON THIS 31st DAY OF March 2003, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED Glen A. Winkler AND Michelle Winkler TO ME KNOWN TO BE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE DECLARATION HEREIN AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST MENTIONED ABOVE.

Cindy L Bowerman  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT SEBRO-WOOLLEY



### UTILITY EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SEDRO-WOOLLEY PUBLIC UTILITY DISTRICT NO. 6 OF SKAGIT COUNTY, PUGET SOUND ENERGY INC., CASCADE NATURAL GAS CORPORATION, VERIZON AND COMCAST INC. AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON A 20-FOOT EASEMENT BEING THE NORTH 20 FEET OF LOTS A, B, AND C, BEGINNING AT RHOADS ROAD RUNNING EAST TO THE EAST BOUNDARY, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN AND REMOVE UTILITY SYSTEMS, LINES, FIXTURES AND APPURTENANCES ATTACHED THERETO, FOR THE PURPOSE OF PROVIDING UTILITY SERVICE TO THE SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES STATED, WITH THE UNDERSTANDING THAT ANY GRANTEE SHALL BE RESPONSIBLE FOR ALL UNNECESSARY DAMAGE IT CAUSES TO ANY REAL PROPERTY OWNER IN THE SUBDIVISION BY THE EXERCISE OF RIGHTS AND PRIVILEGES HEREIN GRANTED. PROPERTY OWNER IS PROHIBITED FROM BUILDING IMPROVEMENTS WITHIN THIS EASEMENT UNLESS APPROVAL HAS BEEN GRANTED BY THE CITY ENGINEER.

### PUD UTILITY EASEMENT

AF#200200310038

SCORE	NA
drawn by	P.T.J.
DATE	03-13-2003
CHECKED BY	T.A.U.
APP'D.	
R.T.A.	



SECTION 23, TOWNSHIP 35N., RANGE 4E., W.M.  
**RONALD T. JEPSON & ASSOCIATES**  
CONSULTING ENGINEERS-LAND SURVEYORS-PROJECT MGMT. & DEV.  
222 GRAND AVE. SUITE C, PH. # 360.733.5160 FAX # 360.647.8939  
E-MAIL JEPSON22@QUESTNET.BELLINGHAM, WASHINGTON 98025

# Duke's Hill LLC Memorandum of Agreement

## Memorandum of Agreement

Whereas, the Duke's Hill LLC has constructed a public park under the BPA power lines pursuant to an agreement regarding Sauk Mountain View Estates North PRD, and

Whereas, because of BPA regulations, the City is not able to utilize this park for organized sports activities or parking lot, but may utilize it for a passive playfield and park, and

Whereas, this reduction in utility occurred as a result of miscommunication with BPA and was a mutual mistake of both the City and Duke's Hill LLC, and

Whereas, the parties had previously agreed in a Development Agreement which allowed a credit of \$111,088 for this work against park impact fees, and

Whereas, the City has already accepted this park as a City park, but will not realize the anticipated value of the park, and

Whereas, the parties have agreed that a reduction in park credits is appropriate, and that the developer should receive only its out-of-pocket construction costs as a credit, with limitations on where the credit may be used, now therefore:

### **It is hereby agreed as follows:**

**1. Parties.** The parties to this agreement are:

- A. City of Sedro-Woolley, a Washington Municipal Corporation (the "City"), and
- B. Duke's Hill LLC, a Washington Limited Liability Company (the "Developer").

**2. Park Impact Fee Credits.** The parties agree as follows:

A. The Developer and the City agree that the park impact fee credit allowed for the three acre park under the BPA power lines in Sauk Mountain View Estates North LLC shall be reduced from \$111,088 to \$76,600.

B. The Developer and City agree that these park impact fee credits shall be utilized only for construction within walking distance from the park, which is that area North of McGarigle Road, East of SR 9, West of Fruitdale Road, and South of the Northern City limits as they now exist. These credits may not be transferred for use on any other property.

C. Any agreements inconsistent with this agreement related to Sauk Mountain View North PRD is hereby amended to conform to this agreement.

**3. Deductions Against Credits.** Any credits allowed to the Developer for use in Sauk Mountain View North and Sauk Mountain View South PRDs shall be deducted from the credit allowed in Section 2 above.

**4. Additional Improvements.** The Developer and City agree to work together to integrate this park into other planned park improvement not under the power lines, to be constructed by Duke's Hill LLC on adjacent property, after the lifting of the sanitary sewer moratorium, including a connecting trail and landscaping, to increase the utility of this park in a safe manner consistent with BPA regulations. This work will be defined at the time of approval of adjoining property owned by Duke's Hill LLC.

**5. Binding Agreement.** This agreement is binding on the heirs, devisees, and successors of the parties.

Dated: \_\_\_\_\_, 2005.

**CITY OF SEDRO-WOOLLEY**  
A Washington Municipal Corporation

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

Attest:

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

**DUKE'S HILL LLC,**  
A Washington Limited Liability Company

By: \_\_\_\_\_  
Authorized Agent