

Next Ord: 1542-06

Next Res: 724-06

## 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

April 26, 2006

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 #57112 to #57240 for \$228,631.85
    - Payroll Warrants #37702 to #37793 for \$137,242.80
  - c. Street Closure Request - Blast from the Past - June 2 & 3, 2006 (Revision)
  - d. Waiver of Fees - Riverfront Park - SWSD - Misc. dates
  - e. Waiver of Fees - Riverfront Park - SW Head Start Center - June 2, 2006
  - f. Contract - PropertyRoom.com for found and unclaimed property
  - g. Memorandum of Understanding - LinX NW
4. Proclamation - Native Plant Appreciation Week - April 10<sup>th</sup> to May 6<sup>th</sup>, 2006
  5. Public Comment (Please limit your comments to 3-5 minutes)

### PUBLIC HEARINGS

6. Extension of Interim Planning & Zoning Ordinances No. 1525-05 through 1529-05
  - Transportation Plan (Ordinance No. 1525-05)
  - Impact Fees (Ordinance No. 1526-05)
  - City Hall and Cemetery Facilities (Ordinance No. 1527-05)
  - Sewer Moratorium (Ordinance No. 1528-05)
  - Police and Fire Facilities (Ordinance No. 1529-05)
7. Adoption of Brickyard Creek Sub-Area Plan - to be continued.

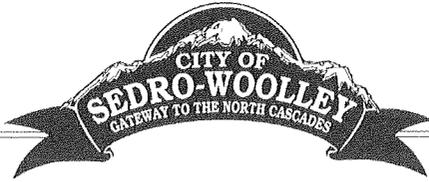
### UNFINISHED BUSINESS

8. Ordinance - Koozer Annexation
9. Klinger Estates - Final Plat Approval

### NEW BUSINESS

10. Street Light Relocation on Sapp Road
11. Public Works Trust Fund Loan Agreement #PW-06-962-038

### EXECUTIVE SESSION/YES/PERSONNEL/LITIGATION/LAND ACQUISITION



CITY COUNCIL AGENDA  
REGULAR MEETING

APR 26 2006

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

DATE: April 26, 2006  
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 April 26, 2006 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 Louie Requa  
\_\_\_ 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.

APR 26 2006

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  
April 12, 2006 – 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, Louis Requa, Pat Colgan, Hugh Galbraith, Rick Lemley and Mike Anderson. Staff Present: Clerk/Treasurer Nelson, Planner Rozema, Attorney Hayden, Engineer Blair, Police Chief Wood and Asst. Fire Chief Olson.

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers #56967 to #57111 for \$153,161.21
  - Payroll Warrants #37612 to #37701 for \$189,100.85
- Street Closure Request – Blast from the Past – June 2 & 3, 2006
- Supplement Agreements No. 3 and No. 4 for David Evans & Associates for F & S Grade/SR 20 Intersection
- Contract – Northwest Datum & Design, Inc. for Engineering and Surveying Services
- Agreement – Northwest Diving
- Appointments to Sedro-Woolley Library Board
- Appointment to Sedro-Woolley Planning Commission
- AFSME Contract 1/1/06 – 12/31/06

Councilmember Requa requested Item D – Supplement Agreements No. 3 and No. 4 for David Evans & Associates for F & S Grade/SR 20 Intersection and Item E – Contract – Northwest Datum & Design, Inc. for Engineering and Surveying Services be moved to Unfinished Business. Requa also requested Item D be discussed in Executive Session.

Mayor Dillon requested in lieu of moving the two items to Unfinished Business to move the agenda order around to accommodate the audience members.

Councilmember Lemley moved to approve the Consent Calendar Items A, B, C, F, G, H & I, moving D and E to Unfinished Business. Seconded by Councilmember Meamber. Motion carried.

## Proclamation – Law Day – May 1, 2006

Mayor Dillon declared May 1, 2006 as Law Day in the City of Sedro-Woolley. She read a proclamation which encouraged citizens, schools, businesses and media to use this occasion to preserve and strengthen the rule of law.

Scott Thomas – City of Burlington Attorney and President of the Skagit County Bar Association addressed the Council encouraging them to participate in the annual Skagit County Law Day on May 1, 2006.

## Public Comment

Dr. Osmunson, a Bellevue dentist who graduated 20 years ago addressed the Council in opposition of fluoride. He noted that up until about two years ago he spoke in favor of fluoridation. He reviewed the reasons that brought him to start speaking against fluoridation and cited years of studies and information regarding the effects of fluoridation.

Ruth Thomas – 25177 Triple Creek Ln., addressed the Council regarding the negative affects of fluoridation. She noted that forced fluoride does not make good neighbors and encouraged the Council not to support the fluoridation.

Ed Koogle – 501 Fidalgo St., spoke against fluoridating the water. He spoke of certain people being at risk and encouraged the issue be put to a vote of the people.

Dr. Avery Martin – 13103 Sunday Ln., Clear Lake, reported on various researchers having opinions to the ill affects of fluoridation. Martin encouraged the Council to do their homework and research on this topic.

Nancy Swelling – 22649 Grip Rd., stated she is concerned of any decision regarding fluoridation and noted that even though she lives outside the city, she drinks water at restaurants; eats food prepared with city water and would be exposed fluoridation through those sources. Swelling also questioned the effects of fluoridation on shellfish. She encouraged an informed decision and putting the topic up for a vote.

Nan Laney – 28671 Utopia Rd., passed out a packet of information to the Council and addressed them on persons who have sensitivities to toxins which include infants, children, elderly and persons with kidney or liver damage. Laney reviewed a Harvard study of correlations of bone cancer in boys with fluoridated and unflouradated water and addressed the topic of choice and cost to ratepayers. She requested the Council consider a reversal of their decision. She encouraged consideration of a more democratic response to the Commissioners request and consider a recommendation to the County Commissioner's that the topic be put to a vote of the people.

Pat Chavez-Pickett – Mount Vernon, spoke on the Environmental protection agency employees stance on fluoride.

Ned Currence – 28671 Utopia Rd., addressed concern of the impacts to the salmon due to fluoride. He stated he believes that the fluoride has the potential to adversely impact salmon and people should have a choice in the matter of fluoridation.

Sky Brown – 423 Spring Ln., mother of three young children stated she has chosen a naturopathic approach to medical care and feels disappointed that she and her family may be faced with fluoride without having the opportunity to vote on the issue.

Don Smith – 334 Sapp Road, spoke in opposition to fluoridation of the water system. He questioned why it would be necessary for delivery of fluoride in a method that is used for watering of lawns, washing cars and showering. He said it was a waste of resources and believes there to be a better way to accommodate those that wish to fluoridate.

James Newbaker – 935 Sterling St., said Skagit County is known for farmland and produce and the produce and crops are receiving a massive dose of fluoride through fertilization when planted and additional fluoride should not be necessary.

Orion Donovan-Smith – 334 Sapp Rd., a student at Sedro-Woolley High School stressed the value of education and stressed the necessity to educate the citizens on the issue in order to make the best decision for everyone.

Susie Williams – 1058 Wedmore Pl., stated she was surprised by the Council action on the fluoridation without public input and she did not want the issue forced on her. She spoke of a family member who had cancer and was told not to drink fluoridated water. Williams expressed disappointment in not having a voice in the matter.

## **NEW BUSINESS**

### Dan Burden Workshop

Mayor Dillon introduced Dan Pike of the Skagit Council of Governments to review plans for the Dan Burden Workshop.

Dan Pike addressed the Council regarding plans to bring Dan Burden to Skagit County for a community work shop on a livable community. He noted that all the other cities in Skagit County as well as Skagit County itself is participating with sponsorship. Pike noted that the other cities have contributed \$1000 towards the cost of the program. He addressed the format of the worksession, date and benefit of this program. Sedro-Woolley would be scheduled for Tuesday, April 25, 2006 from 8 a.m. to Noon. There is also a county-wide presentation on Thursday, April 27, 2006, 9 am – 1 pm at McIntrye Hall and a final wrap up that same evening from 6 pm to 9 pm.

Pike offered registration forms for audience members interested in attending.

Councilmember Meamber questioned how the work shop would affect the recent traffic study the City had completed.

Pike encouraged the traffic study be shown to Burden for comment. He also noted upcoming enhancement grants that may be available and Burden may direct staff to appropriate grants.

Councilmember Anderson moved to participate in the Dan Burden Workshop and contribute \$1000 to offset the costs. Seconded by Councilmember Galbraith. Motion carried 6-1 (Councilmember Splane opposed).

## **PUBLIC HEARING**

Ordinance – Establishing Rates at Sedro-Woolley Union Cemetery (Amending 1495-04)

Mayor Dillon opened the public hearing at 8:02 P.M.

No public input.

Mayor Dillon closed the public hearing at 8:03 P.M.

Councilmember Meamber questioned the Niche Wall pricing. It was noted that pricing at several local cemeteries was obtained for a comparison as well as manufacturers of Niche Walls were consulted.

Councilmember Lemley disclosed that he would be abstaining from any discussion or vote due to a professional conflict of interest.

Councilmember Anderson moved to adopt Ordinance No. 1541-06 An Ordinance of the City of Sedro-Woolley, Washington, Establishing Rates at the Sedro-Woolley Union Cemetery, And Amending 1495-04. Councilmember Meamber seconded.

Roll Call Vote: Councilmember Meamber – Yes, Splane – Yes, Requa – Yes, Colgan – Yes, Galbraith – Yes, Lemley – Abstained and Anderson – Yes. Motion carried.

## **UNFINISHED BUSINESS**

Golf Course Lease

Mayor Dillon introduced the topic of the Golf Course Lease for Council consideration.

Shane Walley – Public Lands Foreman reviewed the estimated costs of maintenance for the course. He noted that the City can terminate the lease with a 30 day written notice and encouraged Council to proceed with the lease.

Councilmember Meamber expressed concern of receiving new information at the meeting and not having a chance to study the information. He also expressed concern of public comments he has received.

Councilmember Galbraith read a letter from Curtis Ipma, Golf Coach at Cascade Middle School encouraging Council to move forward with the lease for the recreational value to students and citizens.

Walley spoke to the Council on the great opportunity of keeping the green space within the City and future possibilities with the land.

Council discussion ensued to include potential uses of the property if not maintained as a golf course and potential trade of the property for development rights.

Councilmember Requa disclosed that his business Skagit Surveyors & Engineers has in the past done business with the property owner and may in the future as well.

Attorney Hayden reviewed the conflict of interest position. Councilmembers Anderson and Meamber requested Requa abstain from comments or a vote on the issue.

Councilmember Lemley questioned Jane Rocha, audience member regarding the viability of the golf course during her son-in-laws ownership of the property.

Susie Williams – 1058 Wedmore Pl., stated that the opportunity is a golden opportunity for the City but suggested Council hold a public hearing on the topic. Williams also noted that the project could become a community project and a way to bring the neighbors together to help. She did question how the City would run the golf course without a club house.

Walley reviewed the plans for operation for the first year.

Councilmember Galbraith moved to enter into an agreement for the Gateway Golf course for a period of three years, with a review of the operation within one year. Seconded by Councilmember Lemley. Motion carried 4-2 (Councilmembers Splane and Meamber opposed, Councilmember Requa abstained).

Councilmember Anderson moved that the golf course operations expenses will not exceed \$39,000 for the year of 2006. Councilmember Colgan seconded. Motion carried 4-2 (Councilmember Meamber and Splane opposed, Councilmember Requa abstained).

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

Councilmember Meamber – commented on the people giving their opinions regarding fluoridation and questioned how to go about revoting on the issue. Meamber noted after hearing testimony from the audience he would like to change his vote.

Councilmember Requa – speaking in regards to the Council vote on fluoridation, he noted that at the meeting the vote took place the only audience members were those in favor of fluoridation. He also stated that now that he has received additional information he would like to study the topic further. Councilmember Galbraith also noted he would like time to study the information presented at this meeting.

Discussion of the options for the Council for possible reconsideration of their vote ensued.

Sherry Donovan-Smith – 334 Sapp Rd., questioned the type of education Council received prior to making the decision in support of fluoridation.

Councilmember Anderson noted that after he had received his Council packet he did research on the subject on the internet to be informed. Anderson noted that the group should be addressing the County Commissioners who will make the ultimate decision.

Danell Weaver – Bellingham, questioned the recommendation status the Council gave to the Commissioners.

Mayor Dillon noted that the motion and vote from the Council was to recommend to Skagit County to have PUD fluoridate the water.

Weaver noted that being involved with the fluoridation campaign in Bellingham was overwhelming and was a very divisive issue which has harbored ill feelings. She noted that both sides are very passionate on this issue.

Larry Lintz – 705 Jones Rd., requested to talk about Item D – David Evans Supplement Agreements and questioned the plans.

Mayor Dillon stated the topic is to discuss whether to move forward with the engineering work of the project. The City would still need to come up with more funding to proceed with the actual project.

Lintz noted that they have been told for some time that work would be starting. He also questioned if the left hand lane mark at F&S Grade & Highway 20 could be moved to allow the right turn vehicle more visibility.

## **EXECUTIVE SESSION**

The meeting adjourned to Executive Session at 8:58 P.M. for the purpose of personnel, land acquisition and litigation with a possible decision forthcoming.

The meeting reconvened at 9:38 P.M.

Supplement Agreements No. 3 and No. 4 for David Evans & Associates for F&S  
Grade/SR 29 Intersection

Councilmember Colgan withdrew his second to Councilmember Requa's motion. *(The motion was made at the March 22, 2006 meeting)*

Councilmember Requa withdrew his motion for the Supplement Agreements for David Evans & Associates.

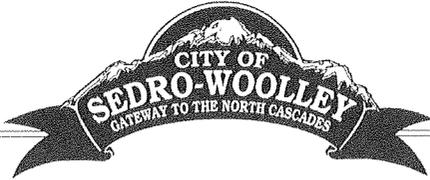
Councilmember Requa moved to authorize the Mayor to sign and execute a Supplemental Agreements No. 3 and No. 4 with David Evans & Associates in an amount not to exceed \$86,813.33 moving the construction of the North entrance of the Skagit Plant to Phase I. Councilmember Colgan seconded. Motion carried.

Northwest Datum & Design Inc.

Topic will be discussed at the next worksession.

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

The meeting adjourned at 9:40 P.M.



CITY COUNCIL AGENDA  
REGULAR MEETING

APR 26 2006

DATE: April 26, 2006  
TO: Mayor Dillon and City Council  
FROM: Patsy Nelson, Clerk-Treasurer  
SUBJECT: FINANCE - VOUCHERS

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

Attached you will find the Claim Vouchers and Payroll Warrants proposed for payment for the period ending April 26, 2006.

Motion to approve Claim Vouchers #57112 to #57240 in the amount of \$228,631.85.

Motion to approve Payroll Warrants #37702 to #37793 in the amount of \$137,242.80.

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  
 SORTED TRANSACTION WARRANT REGISTER  
 04/26/2006 (Printed 04/21/2006 08:37)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57112	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	849.00
		MISC-FILING FEES/LIEN EXP	SAN	1,009.00
		WARRANT TOTAL		1,858.00
57113	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	352.00
		MISC-FILING FEES/LIEN EXP	SAN	352.00
		WARRANT TOTAL		704.00
57114	WA STATE DEPT OF REVENUE	MACHINERY & EQUIPMENT	PD	11.34
		TAXES AND ASSESSMENTS	LIB	9.80
		BOOKS, PERIOD, RECORDS	LIB	6.95
		OP. SUPPLIES - TRAFFIC	PL	90.17
		TAXES & ASSESSMENTS	PL	98.52
		TAXES & ASSESSMENTS	PL	21.00
		OTHER IMPROVEMENTS	PL	44.61
		TAXES AND ASSESSMENTS	SWR	3,610.81
		MISC-DUES/SUBS & TUITN/REG	SAN	4.66
		TAXES & ASSESSMENTS	SAN	5,070.72
		WARRANT TOTAL		8,968.58
57115	ADVANCE TRAVEL	TRAVEL	PD	198.00
		TRAVEL	PD	108.00
		WARRANT TOTAL		306.00
57116	AIRGAS-NORPAC INC	SMALL TOOLS & MINOR EQUIP	SAN	1,641.26
		WARRANT TOTAL		1,641.26
57117	ALLELUJAH BUSINESS SYSTEMS	SUPPLIES	ENG	17.80
		WARRANT TOTAL		17.80
57118	AMAZON CREDIT PLAN	BOOKS, PERIOD, RECORDS	LIB	25.92
		WARRANT TOTAL		25.92
57119	ALPINE FIRE & SAFETY	OFFICE/OPERATING SUPPLIES	PD	153.74
		WARRANT TOTAL		153.74
57120	ANIXTER, INC.	PLANT EQUIPMENT UPGRADES	SWR	65.60
		PLANT EQUIPMENT UPGRADES	SWR	62.27
		WARRANT TOTAL		127.87
57121	A.S.A.P. SIGN & DESIGN	REPAIR & MAINT - AUTO	PD	145.67
		WARRANT TOTAL		145.67
57122	ASI	PROFESSIONAL SERVICES	SWR	135.00
		PROFESSIONAL SERVICES	SWR	70.00
		WARRANT TOTAL		205.00
57123	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	6,769.80
		WARRANT TOTAL		6,769.80
57124	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	93.79
		AUTO FUEL	CS	88.55

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		AUTO FUEL	PD	1,408.37
		VEHICLE FUEL / DIESEL		140.20
		VEHICLE FUEL / DIESEL		727.59
		AUTO FUEL/DIESEL	SWR	124.75
		AUTO FUEL/DIESEL	SWR	61.69
		AUTO FUEL/DIESEL	SAN	1,529.10
		WARRANT TOTAL		4,174.04
57125	BANK OF AMERICA	TRAVEL	ENG	392.95
		REPAIR & MAINTENANCE	ENG	248.21
		WARRANT TOTAL		641.16
57126	BANK OF AMERICA	TRAVEL	LGS	85.00
		REPAIR & MAINTENANCE	ENG	43.14
		TRAVEL	PD	379.74
		TRAVEL	PD	387.81
		SMALL TOOLS & MINOR EQUIP	SWR	273.28
		WARRANT TOTAL		1,168.97
57127	BARNETT IMPLEMENT CO. INC	OPERATING SUPPLIES	PL	68.82
		REPAIRS/MAINT - EQUIP	PL	93.87
		REPAIRS/MAINT - EQUIP	PL	87.72
		REPAIRS/MAINT - EQUIP	PL	365.55
		REPAIRS/MAINT - EQUIP	PL	8.64
		REPAIRS/MAINT - EQUIP	PL	.94
		EQUIPMENT & VEHICLES	PK	376.57
		WARRANT TOTAL		1,002.11
57128	BAY CITY SUPPLY	SUPPLIES - CAMPGROUND	PL	59.13
		WARRANT TOTAL		59.13
57129	BEN-KO-MATIC	REPAIRS/MAINT - EQUIP	PL	186.11
		WARRANT TOTAL		186.11
57130	BERG VAULT COMPANY	REPAIRS/MAINT-PARKING LOTS	PL	96.00
		WARRANT TOTAL		96.00
57131	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	17.19
		UNIFORMS/ACCESSORIES	PD	151.72
		WARRANT TOTAL		168.91
57132	BOULDER PARK, INC	MAINT - SOLIDS HANDLING	SWR	6,676.46
		WARRANT TOTAL		6,676.46
57133	CAL-PACIFIC PRODUCTS	MAINTENANCE OF LINES	SWR	271.37
		OPERATING SUPPLIES	SWR	252.06
		WARRANT TOTAL		523.43
57134	CARLETTI ARCHITECTS P.S.	CITY HALL DESIGN		21,558.81
		WARRANT TOTAL		21,558.81
57135	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS	558.97

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTILITIES	FD	2,054.17
		PUBLIC UTILITIES	LIB	226.16
		PUBLIC UTILITIES	PL	485.35
		PUBLIC UTIL - COMM CENTER	PL	228.71
		PUBLIC UTIL - SENIOR CENTER	PL	598.24
		PUBLIC UTIL - FOOD BANK	PL	89.02
		PUBLIC UTIL - HHS	PL	101.72
		PUBLIC UTILITIES	SWR	231.04
		PUBLIC UTILITIES	SAN	494.11
		WARRANT TOTAL		5,067.49
57136	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	61.01
		OPERATING SUPPLIES	SAN	15.65
		WARRANT TOTAL		76.66
57137	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	25.51
		SUPPLIES	FIN	20.29
		SUPPLIES/BOOKS	PLN	103.70
		SUPPLIES	ENG	103.70
		OFFICE/OPERATING SUPPLIES	PD	142.33
		OFFICE/OPERATING SUPPLIES	PD	25.24
		OFF/OPER SUPPS & BOOKS	INSP	103.70
		WARRANT TOTAL		524.47
57138	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	534.53
		PROFES. SVCS. REIMBURSE	ENG	25.82
		PROFES. SVCS. REIMBURSE	ENG	15.51
		WARRANT TOTAL		575.86
57139	COUNTRYSIDE CHEVROLET	REPAIR & MAINTENANCE	ENG	441.94
		REPAIR & MAINT - AUTO	PD	80.41
		REPAIRS/MAINTENANCE	INSP	337.93
		WARRANT TOTAL		860.28
57140	CRYSTAL SPRINGS	SUPPLIES	LGS	27.96
		OPERATING SUPPLIES	CS	26.93
		OPERATING SUPPLIES	FD	48.30
		OPERATING SUPPLIES	PL	33.99
		OPERATING SUPPLIES	SWR	49.72
		WARRANT TOTAL		186.90
57141	CUES	MAINTENANCE OF LINES	SWR	143.43
		WARRANT TOTAL		143.43
57142	DALCO, INC	REPAIRS/MAINT-EQUIP	SAN	97.11
		WARRANT TOTAL		97.11
57143	DISPLAY SALES	OPERATING SUPPLIES	PL	230.00
		WARRANT TOTAL		230.00
57144	DIVERSINT	SUPPLIES	FIN	48.25
		SUPPLIES	FIN	20.43

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIRS & MAINTENANCE	PD	94.95
		REPAIRS & MAINTENANCE	PD	43.16
		WARRANT TOTAL		165.93
57145	E & E LUMBER	SUPPLIES	ENG	27.69
		OPERATING SUPPLIES	PL	12.89
		OPERATING SUPPLIES	PL	29.14
		OPERATING SUPPLIES	PL	54.99
		OPERATING SUPPLIES	PL	7.86
		OP. SUPPLIES - TRAFFIC	PL	64.58
		SUPPLIES - CAMPGROUND	PL	4.63
		REPAIRS/MAINT - EQUIP	PL	9.05
		REPAIRS/MAINT - EQUIP	PL	15.11
		REPAIRS/MAINT-CAMPGROUND	PL	46.08
		REPAIRS/MAINT-CAMPGROUND	PL	15.34
		REPAIRS/MAINT-CAMPGROUND	PL	15.36
		REPAIRS/MAINT-COMM CENTER	PL	4.05
		OPERATING SUPPLIES	SWR	5.90
		OPERATING SUPPLIES	SWR	171.62
		OPERATING SUPPLIES	SWR	13.28
		OPERATING SUPPLIES	SWR	25.59
		WARRANT TOTAL		523.16
57146	E & E LUMBER	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
57147	EARS 2 U	RETIRED MEDICAL	PD	209.99
		WARRANT TOTAL		209.99
57148	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	199.00
		WARRANT TOTAL		199.00
57149	EVERGREEN SAFETY COUNCIL	MISC-TUITION/REGISTRATION	PL	39.92
		MISC-TUITION/REGISTRATION	PL	79.84
		MISC-TUITION/REGISTRATION	SWR	39.92
		WARRANT TOTAL		159.68
57150	FARMERS EQUIPMENT CO.	REPAIRS/MAINT - EQUIP	PL	9.67
		REPAIRS/MAINT - EQUIP	PL	408.91
		WARRANT TOTAL		418.58
57151	FEI #3023	MAINT OF GENERAL EQUIP	SWR	62.58
		MAINT OF GENERAL EQUIP	SWR	3.36
		MAINT OF GENERAL EQUIP	SWR	136.96
		MAINT OF GENERAL EQUIP	SWR	27.23
		MAINT OF GENERAL EQUIP	SWR	3.36
		WARRANT TOTAL		226.77
57152	FIDALGO NETWORKING	TELEPHONE	SAN	55.00
		WARRANT TOTAL		55.00
57153	GAYLORD BROS.	SUPPLIES	LIB	45.82

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		45.82
57154	HACH COMPANY	OPERATING SUPPLIES	SWR	223.26
		WARRANT TOTAL		223.26
57155	HARRIS	MACHINERY/EQUIPMENT	FIN	3,500.00
		WARRANT TOTAL		3,500.00
57156	HEWLETT PACKARD CO.	OFFICE EQUIPMENT	PLN	12.23
		OFFICE EQUIPMENT	PLN	22.66
		OFFICE EQUIPMENT	PLN	414.34
		OFFICE EQUIPMENT	ENG	12.23
		OFFICE EQUIPMENT	ENG	22.66
		OFFICE EQUIPMENT	ENG	414.34
		OFFICE EQUIPMENT	INSP	12.23
		OFFICE EQUIPMENT	INSP	22.66
		OFFICE EQUIPMENT	INSP	414.33
		WARRANT TOTAL		1,347.68
57157	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	155.77
		WARRANT TOTAL		155.77
57158	H. W. WILSON COMPANY, THE	BOOKS, PERIOD, RECORDS	LIB	157.00
		WARRANT TOTAL		157.00
57159	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
57160	JOHN, RONALD	RETIRED MEDICAL	PD	202.00
		WARRANT TOTAL		202.00
57161	KESSELRING'S	AMMUNITION	PD	365.04
		WARRANT TOTAL		365.04
57162	LABCORP	PROFESSIONAL SERVICES	PL	51.50
		PROFESSIONAL SERVICES	SAN	51.50
		WARRANT TOTAL		103.00
57163	LAKESIDE INDUSTRIES	REPAIRS/MAINT-STREETS	PL	258.30
		WARRANT TOTAL		258.30
57164	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	616.00
		WARRANT TOTAL		616.00
57165	LOGGERS AND CONTRACTORS	MAINTENANCE OF LINES	SWR	25.48
		REPAIRS/MAINT-EQUIP	SAN	2.25
		REPAIRS/MAINT-EQUIP	SAN	44.02
		OPERATING SUPPLIES	SAN	16.83

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 04/26/2006 (Printed 04/21/2006 08:37)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		88.58
57166	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
57167	MCLOUGHLIN & EARDLEY CORP	VEHICLES	PD	1,202.44
		WARRANT TOTAL		1,202.44
57168	MARTIN MARIETTA MATERIALS	REPAIRS/MAINT-STREETS	PL	650.86
		WARRANT TOTAL		650.86
57169	METALLIC ARTS	CAP OUTLAY-GRANT FOR HHS	PKR	6,625.00
		WARRANT TOTAL		6,625.00
57170	MITCHELL, LEWIS & STAVER CO	MAINT OF GENERAL EQUIP	SWR	536.89
		WARRANT TOTAL		536.89
57171	MID-AMERICAN	OPERATING SUPPLIES	SWR	231.57
		OPERATING SUPPLIES	SAN	392.04
		WARRANT TOTAL		623.61
57172	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	100.00
		PROFESSIONAL SERVICES	INSP	1,297.50
		PROFESSIONAL SERVICES	INSP	1,297.50
		PROFESSIONAL SERVICES	INSP	148.50
		PROFESSIONAL SERVICES	INSP	842.78
		PROFESSIONAL SERVICES	INSP	123.90
		WARRANT TOTAL		3,810.18
57173	MORTENSON SIGNS	OPERATING SUPPLIES	SAN	104.66
		WARRANT TOTAL		104.66
57174	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	551.26
		WARRANT TOTAL		551.26
57175	MT. BAKER OVERHEAD	REPAIRS/MAINT - EQUIP	PL	139.19
		WARRANT TOTAL		139.19
57176	N C MACHINERY CO.	REPAIRS/MAINT - EQUIP	PL	82.03
		REPAIRS/MAINT - EQUIP	PL	132.24
		WARRANT TOTAL		50.21
57177	NATIONAL BARRICADE CO LLC	OP. SUPPLIES - TRAFFIC	PL	1,203.33
		WARRANT TOTAL		1,203.33
57178	NELSON, PATSY	MEALS/TRAVEL	FIN	36.54
		MISC-DUES/SUBSCRIPTIONS	FIN	230.00
		WARRANT TOTAL		266.54
57179	NETVERSANT	PLANT EQUIPMENT UPGRADES	SWR	1,861.47
		WARRANT TOTAL		1,861.47

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 04/26/2006 (Printed 04/21/2006 08:37)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57180	NEWMAN SIGNS INC	OP. SUPPLIES - TRAFFIC	PL	65.24
		WARRANT TOTAL		65.24
57181	NIELSEN, WM. H	ASSOCIATE'S FEES	JUD	150.00
		WARRANT TOTAL		150.00
57182	NORTH CASCADE FORD	REPAIR & MAINTENANCE	ENG	466.34
		WARRANT TOTAL		466.34
57183	NORTH COAST ELECTRIC CO.	MAINT OF GENERAL EQUIP	SWR	151.63
		WARRANT TOTAL		151.63
57184	NORTHWEST CASCADE INC.	OPERATING SUPPLIES	PL	93.76
		OPERATING SUPPLIES	PL	72.70
		WARRANT TOTAL		166.46
57185	OFFICE DEPOT	POSTAGE	FIN	417.68
		OFFICE/OPERATING SUPPLIES	PD	38.01
		OFFICE SUPPLIES	SWR	112.37
		PORTABLE EQUIPMENT	SWR	839.35
		WARRANT TOTAL		1,407.41
57186	OFFICE SYSTEMS	OPERATING RENTALS/LEASES	FIN	307.80
		SUPPLIES/BOOKS	PLN	205.20
		SUPPLIES	ENG	205.20
		OFF/OPER SUPPS & BOOKS	INSP	205.20
		WARRANT TOTAL		923.40
57187	OLIVER-HAMMER CLOTHES	CLOTHING	PL	95.00
		CLOTHING	PL	164.10
		CLOTHING	SAN	37.78
		CLOTHING	SAN	15.10
		WARRANT TOTAL		311.98
57188	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	26.67
		MISC-LAUNDRY	PL	31.51
		MISC-LAUNDRY	PL	31.51
		MISC-LAUNDRY	PL	31.51
		MISC-LAUNDRY	PL	19.25
		MISC-LAUNDRY	PL	31.54
		MISC-LAUNDRY	PL	19.07
		MISC-LAUNDRY	PL	32.08
		MISC-LAUNDRY	PL	19.61
		LAUNDRY	SWR	22.65
		LAUNDRY	SWR	23.19
		WARRANT TOTAL		288.59
57189	PACIFIC POWER PRODUCTS	OPERATING SUPPLIES	SWR	71.76
		WARRANT TOTAL		71.76
57190	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	87.43
		REPAIRS/MAINTENANCE	INSP	216.10

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIRS/MAINT-EQUIP	SAN	362.54
		REPAIRS/MAINT-EQUIP	SAN	346.79
		WARRANT TOTAL		1,012.86
57191	DAVE PIERCE	TRAVEL	PD	10.00
		WARRANT TOTAL		10.00
57192	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	870.00
		WARRANT TOTAL		870.00
57193	PITTMAN, HAROLD	RETIRED MEDICAL	PD	45.00
		WARRANT TOTAL		45.00
57194	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	37.24
		PUBLIC UTILITIES	CS	30.22
		PUBLIC UTILITIES	FD	150.98
		PUBLIC UTILITIES	LIB	18.55
		PUBLIC UTILITIES	PL	142.00
		PUBLIC UTIL - CAMPGROUND	PL	120.58
		PUBLIC UTIL - HHS	PL	67.66
		PUBLIC UTILITIES	SWR	129.77
		PUBLIC UTILITIES	SAN	27.88
		WARRANT TOTAL		724.88
57195	PUBLIC SAFETY CENTER, INC.	MACHINERY & EQUIPMENT	PD	129.27
		WARRANT TOTAL		129.27
57196	PUGET SOUND ENERGY	PUBLIC UTIL - STREETLIGHTS	PL	6,097.11
		WARRANT TOTAL		6,097.11
57197	REICHHARDT & EBE ENG, INC	ROADWAY - ARTERIAL MAINT	AST	984.06
		ENGINEERING - METCALF LINE	PWT	20.08
		ENGINEERING-TOWNSHIP LINE	PWT	3,437.40
		ENGINEERING-TOWNSHIP LINE	PWT	20.09
		ENGINEERING-TOWNSHIP LINE	PWT	10,624.33
		IMPROVEMENT- SR 20	SWR	724.25
		WARRANT TOTAL		15,810.21
57198	RJS AND ASSOCIATES	NEGOTIATIONS	FIN	801.30
		WARRANT TOTAL		801.30
57199	RONK BROTHERS, INC.	PLANT EQUIPMENT UPGRADES	SWR	770.49
		WARRANT TOTAL		770.49
57200	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	49.28
		WARRANT TOTAL		49.28
57201	SEATTLE PUMP AND EQUIP CO	MAINTENANCE OF LINES	SWR	201.52
		WARRANT TOTAL		201.52
57202	SEDRO-WOLLEY AUTO PARTS	OPERATING SUPPLIES	PL	3.86
		OPERATING SUPPLIES	PL	3.89

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	PL	8.21
		OPERATING SUPPLIES	PL	74.96
		REPAIRS/MAINT - EQUIP	PL	17.79
		REPAIRS/MAINT - EQUIP	PL	41.16
		REPAIRS/MAINT - EQUIP	PL	5.64
		OPERATING SUPPLIES	SWR	38.52
		OPERATING SUPPLIES	SWR	5.93
		OPERATING SUPPLIES	SWR	13.56
		REPAIRS/MAINT-EQUIP	SAN	81.84
		OPERATING SUPPLIES	SAN	10.91
		WARRANT TOTAL		306.27
57203	SEDRO-WOLLEY POSTMASTER	POSTAGE	FIN	160.00
		POSTAGE	ENG	160.00
		WARRANT TOTAL		320.00
57204	SEMRAU ENGINEERING & SURVEYING	ENGINEERING GARDEN OF EDEN	SWR	434.00
		WARRANT TOTAL		434.00
57205	SIGNATURE FORMS INC.	SUPPLIES	FIN	468.38
		WARRANT TOTAL		468.38
57206	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	372.25
		WARRANT TOTAL		372.25
57207	SK CO DEPT OF EMERG MGMT	DEPT OF EMERG MANAGEMENT	EMG	4,936.56
		WARRANT TOTAL		4,936.56
57208	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH	HLT	1,092.97
		WARRANT TOTAL		1,092.97
57209	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB.	JUD	2,488.59
		WARRANT TOTAL		2,488.59
57210	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	38,399.49
		WARRANT TOTAL		38,399.49
57211	SKAGIT CO. SENIOR SERVICE	SKAGIT SENIOR SERVICES	SEN	4,587.50
		WARRANT TOTAL		4,587.50
57212	SKAGIT COUNTY SHERIFF	PRISONERS	PD	10,437.78
		WARRANT TOTAL		10,437.78
57213	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	89.74
		WARRANT TOTAL		89.74
57214	SKAGIT FARMERS SUPPLY	PROPANE	PL	20.21
		PROPANE	PL	14.83
		PROPANE	PL	11.18
		REPAIRS/MAINT-HHS	PL	48.52
		OPERATING SUPPLIES	SWR	16.19
		WARRANT TOTAL		110.93

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57215	SKAGIT RIVER STEEL	CONTAINERS	SAN	62.32-
		CONTAINERS	SAN	186.06
		CONTAINERS	SAN	118.85
		CONTAINERS	SAN	512.09
		WARRANT TOTAL		754.68
57216	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	26.00
		ADVERTISING	PL	226.73
		WARRANT TOTAL		252.73
57217	SOLID WASTE SYSTEMS, INC.	CONTAINERS	SAN	12,077.01
		WARRANT TOTAL		12,077.01
57218	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	24.82
		WARRANT TOTAL		24.82
57219	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
57220	STOFFEL SEALS CORP.	PUBLIC EDUC. SUPPLIES	PD	460.00
		WARRANT TOTAL		460.00
57221	SUPERIOR CUSTOM UPHOLSTERY	REPAIRS/MAINT - EQUIP	PL	43.16
		WARRANT TOTAL		43.16
57222	THUNDERBIRD LUBRICATIONS	VEHICLE FUEL / DIESEL		373.69
		WARRANT TOTAL		373.69
57223	TORGGY'S CUSTOM	REPAIR & MAINT - AUTO	PD	1,478.86
		EQUIPMENT & VEHICLES	PK	194.44
		EQUIPMENT & VEHICLES	PK	89.50
		WARRANT TOTAL		1,762.80
57224	TRUE VALUE	OPERATING SUPPLIES	CS	36.22
		SPECIAL INVESTIGATIONS	PD	5.38
		OPERATING SUPPLIES	PL	12.85
		SUPPLIES - CAMPGROUND	PL	23.72
		REPAIRS/MAINT - EQUIP	PL	12.70
		REPAIRS/MAINT-SENIOR CENTER	PL	32.36
		REPAIRS/MAINT-SENIOR CENTER	PL	8.63
		REPAIRS/MAINT-SENIOR CENTER	PL	47.50
		OPERATING SUPPLIES	SWR	11.86
		OPERATING SUPPLIES	SWR	84.15
		OPERATING SUPPLIES	SWR	33.47
		OPERATING SUPPLIES	SWR	14.03
		OPERATING SUPPLIES	SWR	14.29
		OPERATING SUPPLIES	SWR	7.54
		OPERATING SUPPLIES	SWR	7.77
OPERATING SUPPLIES	SAN	2.69		
WARRANT TOTAL		355.16		
57225	TRUE VALUE	VOIDED WARRANT		.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		.00
57226	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	1,495.13
		WARRANT TOTAL		1,495.13
57227	UNIVERSAL FIELD SVC INC	ENGINEERING - SR20 LINE	PWT	310.60
		WARRANT TOTAL		310.60
57228	USA BLUE BOOK	MAINTENANCE OF LINES	SWR	634.34
		MAINT OF GENERAL EQUIP	SWR	58.41
		WARRANT TOTAL		692.75
57229	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	83.95
		WARRANT TOTAL		83.95
57230	VALLEY AUTO SUPPLY	REPAIRS/MAINT - EQUIP	PL	21.90
		MAINT OF GENERAL EQUIP	SWR	35.63
		OPERATING SUPPLIES	SWR	26.44
		OPERATING SUPPLIES	SAN	16.17
		WARRANT TOTAL		100.14
57231	VERIZON NORTHWEST	TELEPHONE	JUD	182.52
		TELEPHONE	FIN	55.01
		TELEPHONE	FIN	456.30
		TELEPHONE	PLN	34.47
		TELEPHONE	PLN	91.26
		TELEPHONE	ENG	34.47
		TELEPHONE	ENG	91.27
		TELEPHONE	PD	277.16
		TELEPHONE	PD	81.01
		TELEPHONE	PD	909.96
		TELEPHONE	INSP	34.47
		TELEPHONE	INSP	91.27
		TELEPHONE - CAMPGROUND	PL	115.38
		TELEPHONE	SWR	42.90
		WARRANT TOTAL		2,497.45
57232	VERIZON	BOOKS, PERIOD, RECORDS	LIB	44.75
		WARRANT TOTAL		44.75
57233	WAKEMAN, SCOTT	PROF SERVICES-HANDY MAN	CS	510.00
		WARRANT TOTAL		510.00
57234	WA STATE CRIMINAL JUSTICE	PROFESSIONAL DEVELOPMENT	PD	900.00
		TUITION/REGISTRATION	PD	50.00
		WARRANT TOTAL		950.00
57235	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE	JUD	21.29
		INDUSTRIAL INSURANCE	PD	8.69
		WARRANT TOTAL		29.98
57236	WA STATE DEPT OF REVENUE	RENTS, LEASES, CONCESSIONS		23.11

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	23.11
57237	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS PD	192.00
		WARRANT TOTAL	192.00
57238	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	4,925.64
		WARRANT TOTAL	4,925.64
57239	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD SAN	8,866.17
		WARRANT TOTAL	8,866.17
57240	WOOD'S LOGGING SUPPLY INC	SUPPLIES - CAMPGROUND PL	233.99
		MAINTENANCE OF LINES SWR	5.40
		OPERATING SUPPLIES SAN	49.98
		WARRANT TOTAL	289.37
		RUN TOTAL	228,631.85

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	72,762.06
104	ARTERIAL STREET FUND	984.06
105	LIBRARY FUND	574.90
107	CUM RESERVE FOR CITY PARK FUND	6,625.00
110	PUBLIC LANDS 110	15,563.80
302	RES FOR CURR EXP CAP OUT FUND	21,558.81
332	PWTF SEWER CONSTRUCTION FUND	14,412.50
401	SEWER FUND	22,949.00
412	SOLID WASTE FUND	72,541.21
501	EQUIPMENT REPLACEMENT FUND	660.51
TOTAL		228,631.85

DEPARTMENT	AMOUNT
001 000 000	4,948.75
001 000 011	138.96
001 000 012	8,743.90
001 000 014	7,385.37
001 000 015	89.74
001 000 018	1,408.59
001 000 019	892.60
001 000 020	3,266.54
001 000 021	27,760.33
001 000 022	2,253.45
001 000 024	5,256.80
001 000 025	4,936.56
001 000 055	4,587.50
001 000 062	1,092.97
FUND CURRENT EXPENSE FUND	72,762.06
104 000 042	984.06
FUND ARTERIAL STREET FUND	984.06
105 000 072	574.90
FUND LIBRARY FUND	574.90
107 000 076	6,625.00
FUND CUM RESERVE FOR CITY PARK FUND	6,625.00
110 000 042	15,563.80
FUND PUBLIC LANDS 110	15,563.80
302 000 000	21,558.81
FUND RES FOR CURR EXP CAP OUT FUND	21,558.81
332 000 082	14,412.50
FUND PWTF SEWER CONSTRUCTION FUND	14,412.50
401 000 035	22,949.00
FUND SEWER FUND	22,949.00
412 000 037	72,541.21
FUND SOLID WASTE FUND	72,541.21
501 000 101	660.51
FUND EQUIPMENT REPLACEMENT FUND	660.51
TOTAL	228,631.85

# BLAST FROM THE PAST

Sedro-Woolley Chamber of Commerce  
714 B Metcalf Street  
Sedro-Woolley WA 98284

This is A  
Revised Letter  
Please Dispose  
of earlier letter

CITY COUNCIL AGENDA  
REGULAR MEETING

APR 26 2006

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

April 10<sup>th</sup>, 2006

Mayor Sharon Dillon  
Sedro-Woolley City Council  
720 Murdock Street  
Sedro-Woolley WA 98284

Dear Mayor Dillon and City Council Members:

Once again it is time for the annual Sidewalk Sale and Arts and Craft Show in downtown Sedro-Woolley. This is our 14<sup>h</sup> year in this venture and it has been extremely successful, despite weather difficulties.

This year's event is scheduled for June 2 & 3, 2006 and we would like to again ask the City Council's permission to have the streets closed in the following manner for the 2-day event. On Friday, June 2, Metcalf Street closed from Hammer Heritage Square from 3pm until 8pm Friday June 2<sup>nd</sup> for an evening to Dance with the Stars. From Ferry Street on 700 Metcalf St to Woodworth for the Arts and Craft Show and from Metcalf to the alley by the post office on Woodworth Street for the Food Vendors. On Saturday, June 3, 2006, 900 Metcalf Street to State to Woodworth Street from alley to alley, to allow a car rally, games, kids activities and entertainment in the downtown area as well as the Art and Craft Show.

Again, we will be holding pizza eating, jump rope and other contests. One such contest will be the annual Pie Eating contest. We encourage members of the Council to come join us and participate in this event or if unable to participate, volunteer to Judge the contest.

We also, ask that the City provide street closure signs; (5) picnic tables; garbage cans; one dumpster . I would ask that they check and clean the bathrooms both Friday and Saturday morning.(\* they were quite bad one year by Saturday morning and they need to be open for the vendors use (about 8am)\*. Your assistance has been and will be greatly appreciated.

So, please join in the fun and festivities.

Respectfully submitted,

BLAST FROM THE PAST COMMITTEE



Lori Hamilton, Chair

Cc: SWPD and SWFD



# Sedro-Woolley School District No. 101

Mary Purcell Elementary School • (360) 855-3555 • Fax (360) 855-3556  
700 Bennett St., Sedro-Woolley, WA 98284

CITY COUNCIL AGENDA  
REGULAR MEETING

APR 26 2006

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

April 11, 2006

City of Sedro-Woolley  
Mayor Sharon Dillon  
City Council Members  
720 Murdock Street  
Sedro-Woolley, WA 98284

Dear Mrs. Dillon:

Mary Purcell Elementary kindergarten and first grade classes are requesting to use the City Park on June 8 and June 14, for a class picnic.

Mary Purcell Elementary also requests the following dates to use the Riverfront Park: June 9, 12, 13, 14 & 15. This would be for 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup> grades.

The school district is requesting the rental fee to be waived for this occasion. Please let us know at your earliest convenience if this is possible.

Sincerely,

Robert G. Guy  
Principal

MARK J. VENN, *Superintendent*

ROBERT G. GUY, *Principal*  
rguy@susd.k12.wa.us

*An Equal Opportunity Employer*



CITY OF SEDRO-WOOLLEY  
RECEIVED ON

APR 14 2006

Time: \_\_\_\_\_  
Initials: \_\_\_\_\_

**MOUNT VERNON CAMPUS**  
2405 East College Way  
Mount Vernon, WA 98273-5899

Tel: 360.416.7600  
Fax: 360.416.7890  
www.skagit.edu

**CITY COUNCIL AGENDA  
REGULAR MEETING**

**APR 26 2006**

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

Sharon Dillon, Mayor  
City Hall  
Sedro-Woolley, WA 98284  
14 April, 2006

Dear Ms. Dillon,

I am writing this as the Center Manager of the Sedro-Woolley Head Start Center next to Evergreen Elementary School. I am requesting a waiver for the \$100 fee to use the large shelter house at Riverfront Park. Our program serves local low-income families who have young children. We offer preschool classes and support with county and state resources in an effort to improve the lives of these families.

Our last class day this year is Friday, June 2, 2006. We would like to have a family picnic and play time at Riverfront Park. Staff and families want to have fun, eat and say good-bye. Because of our limited budget I am asking if you could waive the fee.

We appreciate your consideration of this request. Thank you.

Sincerely yours,

Ellen K. Johnson, Center Manager  
Sedro-Woolley Head Start Center  
856-4994

# Memo

CITY COUNCIL AGENDA  
REGULAR MEETING

APR 26 2006

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

**To:** Mayor Dillon and the City Council

**From:** Chief Doug Wood



**Date:** 4-18-06

**Re:** Found and unclaimed property

---

## Background and Situation

The police department often has seized and unclaimed property that we need to dispose of. In the past we have had auctions however it is not cost effective. After the expenses of the auction are deducted from the money that is received the net gain is very low.

Property Room .com will now pick up your seized and unclaimed property and sell it on their auction website. They keep a percentage of the money and the rest is returned to the city.

There is also savings in staff time as we can efficiently dispose of the property with less manpower and storage costs.

There are no costs for this service other than their percentage of the money that they collect for the sold items.

I have attached a letter explaining the service and a list of references.

## Recommended Action:

Staff recommends that the Council authorize Mayor Dillon to sign the contract with Property Room .com to dispose of the police departments seized and unclaimed property.

## TERMS AND CONDITIONS

1. **Property to be Sold.** From time to time, Owner will designate items of personal property (the "Property") that it desires to provide to PropertyRoom for Disposition Services. PropertyRoom retains the right to accept or reject certain items in its sole discretion.

2. **Title.** Owner shall retain legal title to the Property until it is purchased by auction or otherwise disposed of in accordance with this Agreement at which time Owner will be deemed to have transferred title to the purchaser or other acquirer of the item of Property. Owner appoints PropertyRoom as its attorney-in-fact to sign any and all documents necessary to assign to purchasers of Property all of Owner's right, title and interest in and to Property sold or disposed. All cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of every kind, arising out of the sales and dispositions of Property (collectively the "Proceeds") belong to Owner, subject to PropertyRoom's right to PropertyRoom's Net Proceeds and funds attributable to Credit Card Costs and other transaction costs. Owner's Property shall, at all times before sale or disposition, be subject to the direction and control of Owner.

3. **Method of Selling Property.** PropertyRoom will, on Owner's behalf, list Property for sale by auction to the public on the World Wide Web of the Internet on one or more domain names selected by PropertyRoom. To the extent that any Property is not sold by auction, PropertyRoom may, in any commercially reasonable manner selected by PropertyRoom, dispose of Property. PropertyRoom will determine all aspects, terms and conditions of auctions of Property and dispositions of Property not purchased at auction, subject to the ultimate control of Owner. PropertyRoom will be responsible for all phases of submitting the Property for auction, including, but not limited to, determining when Property will be auctioned, setting the opening and reserve prices of Property, if any; determining the selling price, setting the length of time a Product will be auctioned; creating text and graphics to describe and depict Property submitted for auction; collecting all purchaser information (such as purchaser's name, billing address, shipping address, and credit card information); approving purchasers' credit card purchase transactions; and collecting auction proceeds for completed sales from purchasers. PropertyRoom shall use its best efforts in auctioning and selling the Property on the Internet and disposing of Property that does not sell at auction. PropertyRoom shall sell and dispose of all Property "as is" without any liability to the Owner. PropertyRoom is solely responsible for identifying and resolving sales and use tax collection issues arising from Property sales, including the necessity of charging and collecting such taxes.

#### 4. Allocation of Sales Proceeds.

a. The total amount paid by the purchaser shall be called the "Sales Price". The Sales Price shall include the winning bid amount (the "Winning Bid") and all costs, shipping and handling charges, taxes, and insurance costs associated with the transaction and paid by the purchaser.

b. For each item of Property, Owner will be credited with 50% of the first \$1,000 of the Winning Bid and 75% of the portion, if any, of the Winning Bid that exceeds \$1,000. From this amount, the owner's pro rata share of transaction fees, if any, assessed by the credit card processor ("Credit Card Costs") will be deducted.

d. Credit Card Costs will be borne by Owner and PropertyRoom in proportion to the percentage of the revenue credited to the parties for each underlying transaction.

d. Amounts received by the Owner will be called "Owner's Net Proceeds".

The following example illustrates how proceeds of a sale are to be allocated. Assume an item of Property sells at auction for a Winning Bid of \$100; the buyer pays shipping and handling of \$10, insurance of \$2, and sales tax of \$6. The buyer pays the Sales Price of \$118.00 by credit card, and the Credit Card Costs are 2% of the Sales Price. The Credit Card Cost is therefore \$2.36 ( $\$118 \times .02$ ). The Owner and PropertyRoom each share 50% of the underlying Winning Bid, therefore Credit Card Costs are also shared equally (\$1.18 each). The Owner's Net Proceeds are \$48.82 ( $\$50.00$  less \$1.18).

5. **Payment Terms.** Not less than once every month, PropertyRoom will pay to Owner the amount of Owner's Net Proceeds payable for completed sales during the preceding month. Sales are deemed completed when all items comprising a line item on the original manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, PropertyRoom will make available to Owner a detailed report setting forth the following information for the immediately preceding month: (i) the completed sales during the prior month, including the total amount of related proceeds collected, the Owner's and PropertyRoom's share of Credit Card Costs, the Owner's Net Proceeds; (ii) other dispositions of Property during the month; (iii) the Property, if any, inventoried by PropertyRoom at the end of the month.

6. **PropertyRoom's Obligations Concerning Property in Its Possession.** With respect to Property in PropertyRoom's possession: (i) PropertyRoom will exercise due care in the handling and storage of any Property; (ii)

PropertyRoom shall keep the Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property; (iii) PropertyRoom shall sign and deliver to Owner any UCC-1 financing statements or other documents reasonably requested by Owner; (iv) PropertyRoom shall obtain and maintain insurance in an amount (determined by PropertyRoom) not less than the replacement value of Property in its possession. The insurance will cover the Property against fire, theft, and extended coverage risks ordinarily included in similar policies. PropertyRoom shall give Owner a certificate or a copy of each of the upon Owner's request.

**7. Owner's Obligations.** Owner will use its best efforts to provide to PropertyRoom such Property as becomes available for sale to the public. Owner will complete paperwork reasonably necessary to convey custodial possession of the item of property to PropertyRoom, including a written manifest or list that describes the item of Property in sufficient detail for identification. Owner agrees that it will not provide Property that is illegal or hazardous, including but not limited to explosives, firearms, counterfeit or unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals.

**8. Restrictions on Bidding.** PropertyRoom and its employees and agents may not directly or indirectly bid for or purchase auctioned Property on the Property Bureau web site.

**9. Representations and Warranties of Owner.** Owner hereby represents, warrants and covenants as follows: (i) Property delivered to PropertyRoom is available for sale to the general public without any restrictions or conditions whatever; and (ii) Owner has taken all required actions under applicable law that are conditions precedent to Owner's right to transfer title to the Property to purchasers (the "Conditions Precedent").

**10. Books and Records.** PropertyRoom will keep complete and accurate books of account, records, and other documents with respect to this Agreement (the "Books and Records") for at least three years following expiration or termination of this Agreement. Upon reasonable notice, the Books and Records will be available for inspection by Owner, at Owner's expense, at the location where the Books and Records are regularly maintained, during normal business hours.

**11. Term and Termination.** Unless terminated earlier, the term of this Agreement will begin on the Start Date and terminate on the Termination Date. This Agreement may be terminated if there is a breach by either party of any obligation, representation or warranty contained in this Agreement, upon thirty days prior written notice to the other party unless the breach is cured within the thirty day period, provided, however, if the breach is not capable of being cured within thirty days, the breaching party will have a reasonable amount of time to cure the breach if it begins to cure during the thirty day period and proceeds diligently thereafter. The written notice will specify the precise nature of the breach. The rights of the parties to terminate this Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. The exercise of any such right or remedy will not preclude the exercise of any other rights and remedies. Notwithstanding any termination by either party of this Agreement, PropertyRoom will continue to remit amounts due to Owner under this Agreement in connection with any sales made before the effective date of the termination. At the time of termination, any unsold inventory shall continue to be auctioned by Property Bureau or returned to Owner, at owner's election and cost.

**12. Indemnification.** Subject to the limitations specified in this Section 12, each party will indemnify, hold harmless and defend the other party and its agents and employees from and against any and all losses, claims, damages, liabilities, whether joint or several, expenses (including reasonable legal fees and expenses), judgments, fines and other amounts paid in settlement, incurred or suffered by any such person or entity arising out of or in connection with (i) the inaccuracy of any representation or warranty made by the party hereunder, (ii) any breach of this Agreement by the party, or (iii) any negligent act or omission by the party or its employees or agents in connection with the performance by the party or its employees or agents of obligations hereunder, provided the negligent act or omission was not done or omitted at the direction of the other party.

**13. Limitations on Liability.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMENT, THE SALE OF PROPERTY, OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES"); PROVIDED THAT EACH PARTY WILL REMAIN LIABLE TO THE OTHER PARTY TO THE EXTENT ANY DISCLAIMED DAMAGES ARE CLAIMED BY A THIRD PARTY AND ARE SUBJECT TO INDEMNIFICATION PURSUANT TO SECTION 12. LIABILITY ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. THE MAXIMUM LIABILITY OF ONE PARTY TO THE OTHER PARTY FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY HEREUNDER IN THE YEAR IN WHICH LIABILITY ACCRUES; PROVIDED THAT EACH PARTY WILL REMAIN LIABLE FOR THE AGGREGATE AMOUNT OF ANY PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY PURSUANT TO THE AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OWNER'S LIABILITY IS NOT

LIMITED UNDER THIS AGREEMENT WITH RESPECT TO LIABILITY ARISING FROM OWNER'S FAILURE TO SATISFY TIMELY ALL CONDITIONS PRECEDENT.

14. **Notices.** Any notice under this Agreement must be in writing. Initially the addresses of the parties will be as follows: (i) If to PropertyRoom: PropertyRoom.com, Inc, Attn: Steven Lupinacci, President, 26421 Crown Valley Parkway, Suite 200, Mission Viejo, California 92691; and (ii) If to Owner: At the address stated below Owner's Signature block on the first page of this Agreement. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least ten days' written notice to the other party.

15. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. **Complete Agreement.** This Agreement and any related documents delivered concurrently herewith, contain the complete agreement between the parties relating to the subject of this Agreement and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way.

17. **Attorneys' Fees and Legal Expenses.** If any proceeding or action is brought to recover any amount under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party will be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which will be fixed by the court, and will be made a part of any judgment rendered.

18. **Further Assurances.** PropertyRoom and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, services and activities contemplated by this Agreement and to account for and document those activities.

19. **Governing Law.** The internal law, and not the law of conflicts, of the state in which the Owner is located will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the parties waive any right to object to the venue.

20. **Relationship of the Parties.** The relationship created hereunder between Owner and PropertyRoom will be solely that of independent contractors entering into an agreement. No representations or assertions will be made or actions taken by either party that could imply or establish any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Except as expressly provided in this Agreement, neither party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity. Whenever PropertyRoom is given discretion in this Agreement, PropertyRoom may exercise that discretion solely in any manner PropertyRoom deems appropriate.

21. **Force Majeure.** Neither party will be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a party's control. Each party will notify the other party promptly of the occurrence of any Force Majeure and carry out this Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of this Agreement.

22. **Counterparts.** This Agreement may be signed in any number of counterparts.

To our Law Enforcement Colleagues,

PropertyRoom.com has developed a new and unique method for reducing costs, maximizing revenues and increasing the audit transparency from pick-up through to the sale of seized and unclaimed goods. Our full service, internet-based solution for property disposition can significantly reduce your storage space requirements and help speed the release of property and evidence that is no longer required, while maintaining a complete audit trail of the detailed results.

The management, senior advisors and board members of PropertyRoom.com have over a century of law enforcement experience. Joined by a team of marketing, logistics and warehouse professionals, we provide a turnkey alternative to the current method of property disposition at no cost to your agency.

PropertyRoom.com's auction website, [www.propertyroom.com](http://www.propertyroom.com), combines property from law enforcement agencies throughout the country where it is presented to a nationwide audience of millions of potential bidders. Auctions are conducted 24 hours a day, 7 days a week, 365 days a year, while the company's proprietary inventory control and reporting system, AgencyWeb, provides an accurate and up-to-date tracking and audit trail of all items back to you department's original manifest. This secure on-line reporting, audit and reconciliation system available, at no cost, to all our law enforcement partners allows for complete transparency into our process and is the only one like it of its kind, setting us apart from traditional auction methods still employed by many agencies. Please see the 'Test Drive the Agency Web' documentation enclosed for further details.

Deploying the latest internet and inventory management technology, PropertyRoom.com personnel will barcode, pick up, digitally photograph, describe, upload and list your property for auction. At the conclusion of the auction, funds are collected and PropertyRoom.com personnel pack and ship items to the winning bidder. PropertyRoom.com absorbs all of the costs of pick up, processing, customer service and fulfillment. There are no startup or other out-of-pocket costs to you.

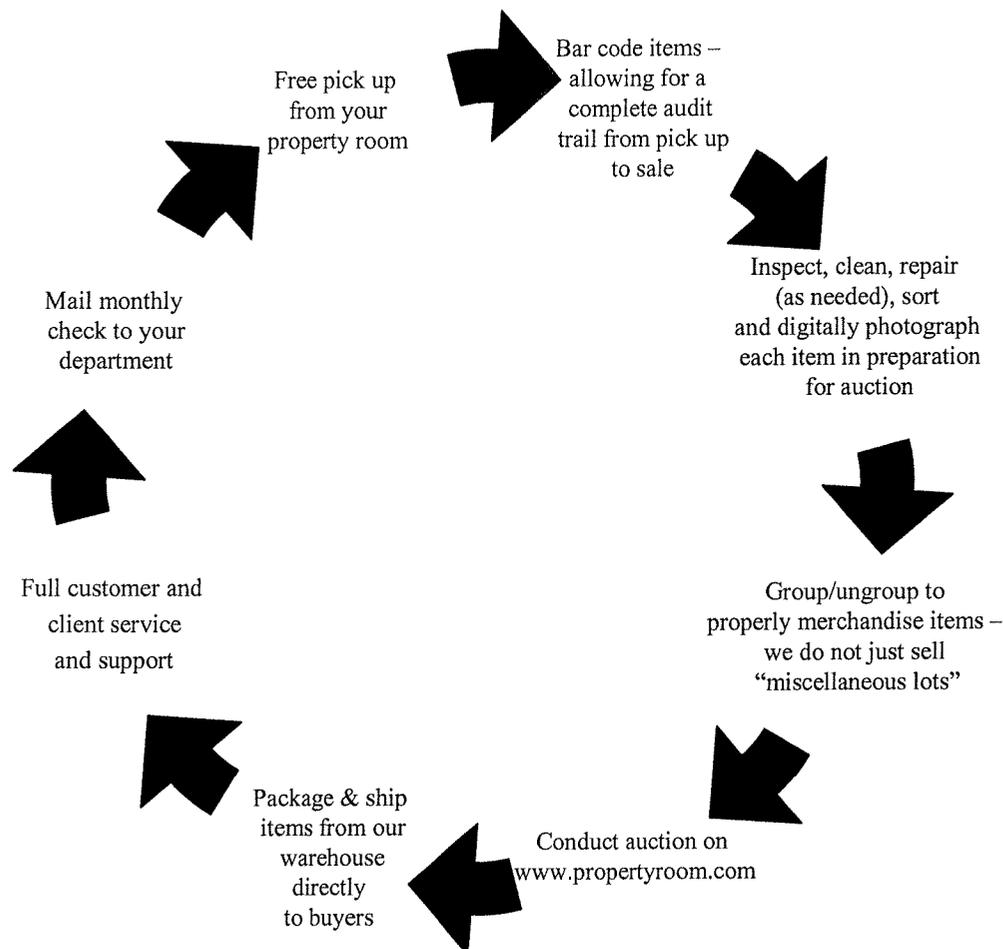
Please visit <http://about.propertyroom.com/>, and/or call (800) 799-2440 for more information. See why hundreds of agencies in states throughout the U.S. have selected us for their disposition and auction needs.

Very truly yours,

Thomas P. Lane  
Chairman

# PROPERTY ROOM.COM

## How it works



### Free secure pick-up saves you space

- Free pick-up and removal of designated items from your property room(s)
- Regular pick-up schedule available, as are one time emergency pick-ups
- Property Room Inc provides and attaches bar codes and checks items off against electronic or paper manifest at pickup and once again at delivery to processing center

### We process items, at no cost to you, to add value

- When applicable, like items are grouped to create higher value "sale units"
- Items are tested for functionality
- Items are evaluated and rated based on their condition
- Items are cleaned and repaired
- Research is conducted to better understand value of items

# PROPERTY ROOM.COM

- City of Los Angeles Police Department
  - City of San Diego Police Department
  - Cincinnati Police Department
  - Pinellas County (FL) Police Department
  - Indianapolis Police Department
  - Seattle Police Department
  - Broward County (FL) Sheriff Department
  - King County (WA) Sheriff Department
- The management, senior advisors and board members of PropertyRoom.com have over a century of law enforcement experience. Joined by a team of marketing, logistics and warehouse professionals, we provide a turnkey alternative to the current method of property disposition at no cost to your agency.
- Talent such as Daryl F. Gates, Retired Chief of the Los Angeles Police Department make up PropertyRoom.com team

# PROPERTY ROOM.COM

## Law Enforcement Client List

Mamaroneck PD  
New Rochelle  
Town of New Windsor  
NYPD  
City of Poughkeepsie PD  
Rochester  
Sleepy Hollow  
Southold PD  
Walden  
Yonkers

### NORTH CAROLINA

Apex PD  
Chapel Hill PD  
Durham Co  
Fayetteville  
Iredell  
High Point  
Raleigh  
Rowan Co  
Salisbury  
Town of Carrboro PD  
Wilmington  
Winston-Salem

### OHIO

Beachwood PD  
Cincinnati  
Delaware PD  
St. Bernard  
City of Toledo PD

### OKLAHOMA

Bartlesville  
Broken Arrow

Chickasha  
Muskogee  
Norman  
Tulsa PD  
Weatherford

### OREGON

Baker City  
Bend  
Central Point  
Deschutes Co  
Forest Grove PD  
Grants Pass  
La Grande PD  
Redmond  
City of Seaside  
Sherwood PD  
Warrenton PD  
Washington Co

### PENNSYLVANIA

Allentown  
City of Bethlehem  
Elizabethtown PD  
Johnstown PD  
City of Reading PD

### SOUTH CAROLINA

York Co  
Travelers Rest PD

### TEXAS

Beaumont Texas PD  
City of Carrollton

Ennis  
Heath  
Port Arthur  
San Angelo PD  
Wichita Falls PD  
Wichita Co Sheriff

### UTAH

Bountiful PD  
Midvale PD  
Orem Dept Public Safety  
South Jordan PD  
South Salt Lake PD  
Tooele PD  
West Valley City PD

### VIRGINIA

Arlington Co  
N VA Criminal Justice Training Acad

### WASHINGTON

- Anacortes  
Aberdeen PD  
Algona  
Arlington PD  
City of Auburn  
Bainbridge Island  
Battle Ground PD  
Bellevue PD  
Bellingham  
Black Diamond  
Bremerton  
Brier  
- Burlington  
Castle Rock PD

# PROPERTY ROOM.COM

## Law Enforcement Client List

Centralia	Monroe PD	Brown Deer PD
Chehalis	Moses Lake PD	City of Eau Claire PD
Chelan Co	Mountlake Terrace	Franklin PD
Clallam Co	Mount Vernon	Middleton PD
Clark Co	Newport PD	City of West Bend
Clyde Hill	Olympia	
Cowlitz Co	Othello PD	<b><u>WYOMING</u></b>
Des Moines PD Seized	Pacific PD	
DuPont	Pacific County Sheriff	Green River PD
Edmonds PD	Port Angeles PD	Rock Springs PD
Ellensburg PD	Port Orchard	
Elma PD	Port Townsend	
Enumclaw PD	Poulsbo PD	
Ephrata	Renton PD	
Federal Way	Richland	
Grant Co	Seattle	
Grays Harbor	Sequim PD	
Harborview Medical Center	Shelton PD	
Issaquah PD	Skagit Co	
Jefferson Co	Skamania County Sheriff	
Kalama PD	Snoqualmie	
Kent PD	Sumner	
King Co Sheriff	Tukwila PD	
Kirkland PD	UW Medical Center	
KITTCOM (Kittitas) Co	Vancouver	
Lacey WA	Warden PD	
Lake Forest Park	Whatcom Co	
Lake Stevens PD	Wapato	
Lakewood	Wenatchee	
Longview	Whitman Co Sheriff	
Lynden PD	Woodland	
Lynnwood PD	Yakima	
Kalama PD	Yakima Co	
Kelso	Yelm	
Marysville PD		
Medina	<b><u>WISCONSIN</u></b>	
Mercer Island PD		
Mill Creek PD	City of Appleton	

**MEMORANDUM OF UNDERSTANDING  
AMONG THE NAVAL CRIMINAL INVESTIGATIVE SERVICE  
AND PARTICIPATING FEDERAL, STATE, COUNTY AND MUNICIPAL AGENCIES  
FOR AN INFORMATION SHARING INITIATIVE KNOWN AS  
THE LAW ENFORCEMENT INFORMATION EXCHANGE NORTHWEST (LInX NW)**

**A. PURPOSE.**

1. This Memorandum of Understanding (MOU) is entered into by the Naval Criminal Investigative Service and the Federal, State, and local law enforcement agencies and the Federal Bureau of Investigation participating in an information sharing initiative for operation of a regional warehouse of databases, known as the Law Enforcement Information Exchange Northwest (LInX NW). The purpose of this MOU is to set forth the policy and procedures for the use of the LInX by the participating parties, including the ownership and control of the information within the system, which may be contributed by each party for use by the LInX and the participating agencies.

2. The driving impetus for this initiative and MOU is to further the wars against crime and terrorism in the wake of the September 11<sup>th</sup> terrorist attacks against the United States. This includes: identifying and locating criminals, terrorists and their supporters; identifying, assessing, and responding to crime and terrorist risks and threats; and otherwise preventing, detecting, and prosecuting criminal and terrorist activities. To achieve these ends, it is essential that all Federal, State, and local law enforcement agencies cooperate in efforts to share pertinent information. The LInX will integrate relevant records of the parties within a single warehouse of databases, effectively providing each participating agency with a single source for regional law enforcement information. (For security purposes, LInX access to this information will be via a separate, sensitive but unclassified server located in the Seattle FBI field office.)

3. The LInX will be available for use by participating law enforcement agencies in furtherance of authorized law enforcement activities as well as the prevention and detection of terrorist risks and threats. Utilizing the LInX capabilities will significantly advance public safety and security, and will enhance the protection of this Nation's critical Naval and military resources in the Puget Sound area of the State of Washington.

**B. PARTIES.**

1. The parties to this MOU are: the Naval Criminal Investigative Service; Bainbridge Police Department; Bremerton Police Department; Everett Police Department; Kitsap County Sheriff's Office; Port of Seattle Police Department; Port Orchard Police Department; Poulsbo Police Department; Seattle Police Department; Snohomish County Sheriff's Office; Tukwila Police Department; Washington Jail and Booking Records System, Washington Association of Sheriffs and Police Chiefs; the Washington State Patrol; and the Federal Bureau of Investigation and other law enforcement agencies approved for membership.

2. The above parties agree that the Puget Sound Joint Terrorism Task Force (JTTF) and the Joint Analytical Center will be permitted access to the Puget Sound LInX upon their proper written request.

3. The Washington Jail and Booking Records System, Washington Association of Sheriffs and Police Chiefs, will be a contributing agency only with no querying capability.

4. The parties agree that maximum participation by all eligible law enforcement agencies will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible agencies will join this MOU in the future. An eligible agency must apply for and be approved by the Governance Board to become a joining agency. The Governance Board shall establish criteria for eligibility to join such as but not limited to security compliance, data accountability, technical capability, and operational history. A joining agency once approved by the Governance Board shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

**C. POINTS OF CONTACT.** Each party shall designate an individual as the party's point of contact (POC) for representing that party in regard to the MOU. A party may change its POC at any time upon providing written notification thereof to the Governance Board.

**D. AUTHORITY.**

1. Authority for the Naval Criminal Investigative Service to enter into this MOU includes Department of Defense (DoD) Instruction 5505.3 dated July 11, 1986 and SECNAVINST 5520.3B dated January 4, 1993.

2. Authority for Washington State, county, and local agencies to enter into this MOU includes Revised Code of Washington Chapter 39.34.

3. Authority for the FBI to enter into this MOU includes: 28 U.S.C. 533, 534; 28 C.F.R. 0.85; and Presidential Decision Directives 39 and 62.

**E. MISSION/OBJECTIVES.** This initiative seeks to capture the cumulative knowledge of regional law enforcement agencies in a systematic and ongoing manner to maximize the benefits of information gathering and analysis to prevent and respond to terrorist and criminal threats; to support preventive, investigative and enforcement activities; and to enhance public safety and force protection for the Nation's critical infrastructure in the Puget Sound area. The specific objectives of the LInX are to:

1. Integrate specific categories of law enforcement, criminal justice and investigative data from participating agencies in near real time within one data warehouse that will be accessible by all participating agencies.

2. Dramatically reduce the time spent by participating agency personnel in search and retrieval of relevant data by providing query and analytical tools.

3. Provide the means for the participating agencies to develop analytical products to support law enforcement, force protection, and counterterrorism operational and investigative activities.

4. Provide an enhanced means for the participating agencies to produce strategic analytical products to assist administrative decision-making processes for area law enforcement executives.

#### **F. CONCEPT.**

1. The LInX is a cooperative partnership of Federal, State, county, and local law enforcement agencies, in which each agency is participating under its own individual legal status, jurisdiction, and authorities, and all LInX operations will be based upon the legal status, jurisdiction, and authorities of the individual participants. The LInX is not intended to, and shall not, be deemed to have independent legal status.

2. The LInX will become a central, electronic repository of derivative Federal, State, county, and local law enforcement and investigative data, with each party providing for use copies of information from its own records which may be pertinent to LInX's mission. Once the database warehouse is populated and properly structured, the system will function with querying and analytical tools in support of law enforcement activities, criminal investigations, force protection, and counter terrorism, and for the development of reports by the participating agencies for the use of their executive decision makers.

3. LInX functionality may be enhanced via acquisition and use of commercially available references, public source information, and software applications such as commercial directories, census data, mapping applications, and analytical applications.

4. The LInX database warehouse collection will be resident on a server located at Seattle Division, Federal Bureau of Investigation, 1110 Third Avenue, Seattle, Washington, and the warehouse will contain "Sensitive But Unclassified" (SBU) information from the records systems of the MOU parties. All parties with the exception of B.3 to this MOU contributing data to the LInX will have equal access to the LInX functionality via secure Internet connections for read, analytical and lead purposes only.

#### **G. OWNERSHIP, ENTRY, AND MAINTENANCE OF INFORMATION.**

1. Each party retains sole ownership of, exclusive control over content and sole responsibility for the information it contributes, and may at will at any time update or correct any of its information in LInX, or delete it from the LInX entirely. All system entries will be clearly marked to identify the contributing party.

2. Just as each party retains sole ownership and control of the information it contributes, so does a party retain sole ownership and control of the copies of that information replicated in the LInX.

3. The contributing party has the sole responsibility and accountability for ensuring that no information is entered into LInX that was obtained in violation of any Federal, State, or local law applicable to the contributor.

4. The contributing party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies, and procedures applicable to the party's entry and sharing of information into the LInX.

5. The contributing party has the sole responsibility and accountability for making reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of information contributed. Each party will notify the contributing party and the Governance Board of any challenge to the accuracy of the contributing party's information.

6. Because information housed by LInX will be limited to duplicates of information obtained and separately managed by the entering party within its own record system(s), and for which the contributing party is solely responsible and accountable, information submitted by the participating parties shall not be altered or changed in any way, except by the contributing party. The contributing party should not make any changes to the data in the LInX warehouse that is not mirrored within the contributing party's source records.

7. The LInX will thus only be populated with mirrored information derived from each contributing party's "own records," and is not in any manner intended to be an official repository of original records, or to be used as a substitute for one, nor is the information in the system to be accorded any independent record system status. Rather, this electronic system is merely a means to provide timely access for the law enforcement parties to information that replicates existing files/records systems.

8. To the extent that any newly discovered links, matches, relationships, interpretations, etc., located in "mining" of LInX information may be relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records system(s) in accordance with that party's records management processes (subject to obtaining any contributing party's consent as provided below). A party that desires to incorporate in its own separate records information contributed by another party, including any analytical products based on another party's information, must first obtain the entering party's express permission.

9. Commercially available references, public source information, and software applications, such as commercial directories, census data, mapping applications, and analytical applications are considered to be nonrecord material and will be maintained in accordance with applicable contracts and/or licensing agreements. To the extent that any such information is relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records system(s) in accordance with that party's records management processes and any applicable contract or licensing agreement.

10. Each agency has agreed to submit law enforcement, criminal justice and investigative types of records, reports, and information into the LInX warehouse.

11. There is no obligation and there should be no assumption that a particular party's records housed in the LInX database warehouse represent the totality of all records of that party's records system for any subject or person.

## H. ACCESS TO AND USE OF INFORMATION

1. Each party will contribute information to the LInX and agrees to permit the access, dissemination, and/or use of such information by every other party under the provisions of this MOU (and any other applicable agreements that may be established for the LInX). The contributing party has the sole responsibility and accountability for ensuring that it is not constrained from permitting this by any laws, regulations, policies, and procedures applicable to the submitting party.

2. Agencies that do not provide data for inclusion in the LInX are not eligible to be parties without express, written approval of the LInX Governance Board. Only duly constituted law enforcement agencies of a Federal, military, state, county, or local jurisdiction may become a party of the LInX.

3. All parties will have access via a secure Internet connection to all the information in the LInX, as provided in this MOU and any other applicable agreements that may be established for the LInX; and each agency is responsible for providing its own internet connectivity.

4. An accessing party has the sole responsibility and accountability for ensuring that an access comports with any laws, regulations, policies, and procedures applicable to the accessing party.

5. A party may only access the LInX when it has a legitimate, official need to know the information for an authorized law enforcement, counter terrorism, public safety, and/or national security purpose, after receiving training appropriate to this MOU.

6. An accessing party may use information for official matters only. The system can not be used for general licensing and employment purposes, background investigations of federal, state or local employees or any other non-law enforcement purpose.

7. Information in the system, including any analytical products, may not be used for any unauthorized or non-official purpose and shall not be disseminated outside of an accessing party without first obtaining express permission of each party that contributed the information in question. Specifically included within this prohibition is the use of information in the preparation of judicial process such as affidavits, warrants, subpoenas, etc.

8. Notwithstanding the requirement in the previous provision that information may not be disseminated without first obtaining express permission of each party that contributed the information in question, in accordance with and to the extent permitted by applicable law, required court process, or guidelines issued jointly by the Attorney General of the United States and the Director of Central Intelligence, immediate dissemination of information can be made if a determination is made by the recipient of the information:

- (a) that the matter involves an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to the national security; and

(b) requires dissemination without delay to any appropriate federal, state, local, or foreign government official for the purpose of preventing or responding to such a threat.

The owner of the information shall be immediately notified of any and all disseminations made under this exception.

9. Any requests for reports or data in LInX records from anyone other than a party to this MOU will be directed to the contributing party.

10. Agencies other than the exception noted in paragraph B.2 above who are not part of this MOU will not have direct access to LInX. Requests by such agencies for copies of information contained in LInX must be referred to the individual LInX party that owns the information.

11. The information in the LInX shall not be used to establish or verify the eligibility of, or continuing compliance with statutory and regulatory requirements by applicants for, recipients or beneficiaries of, participants in, or providers of services with respect to, cash or in-kind assistance or payments under the Federal or Commonwealth benefit programs, or to recoup payments or delinquent debts under such Federal or Commonwealth benefit programs.

12. The LInX will include an audit capability that will log user activity. Each agency will designate a point of contact who shall have access to that member agency's portion of the audit log. However, the audit log aggregate is not a record of information wholly controlled by any one member agency and no single member agency may disclose the content of the entire log. Any requests for copies of the entire audit log will be forwarded to each member agency for direct response to that member agency's portion of the audit log.

## **I. SECURITY.**

1. Each party will be responsible for designating those employees who have access to the LInX. This system has been developed with the capability to record each use of the system, including the identity of the individual accessing the system, and the time of the access to the system, and the information queried. The system was developed with security in mind. It should be remembered by each participating member that access to the information within the system should be on a strictly official, need-to-know basis, and that all information is law enforcement sensitive.

2. Each party agrees to use the same degree of care in protecting information accessed under this MOU as it exercises with respect to its own sensitive information. Each party agrees to restrict access to such information to only those of it's (and it's governmental superiors) officers, employees, detailees, agents, representatives, task force members, contractors/subcontractors, consultants, or advisors with a official "need to know" such information.

3. Each party is responsible for training those employees authorized to access the LInX system regarding the use and dissemination of information obtained from the system. Specifically, employees should be given a clear understanding of the need to verify the reliability of the information with the contributing party before using the information for purposes such as preparing affidavits, or obtaining subpoenas and warrants etc. Parties should also fully brief accessing employees about the proscriptions for using third party information as described in Section H, paragraphs 4-11, above.

#### **J. PROPERTY.**

1. The equipment purchased by the NCIS to support this effort will remain the property of the NCIS. After expiration of any warranties, the NCIS, FBI, and the Puget Sound LInX Regional Governance Board will determine the responsibility for the maintenance of the server.

2. Ownership of all property purchased by parties other than the NCIS will remain the property of the purchasing party. Each party accessing the LInX from the party's facility shall provide its own computer stations for its designated employees to have use and access to the LInX. The accessing party is responsible for configuring its computers to conform to the access requirements. Maintenance of the equipment purchased by the accessing party shall be the responsibility of that party.

#### **K. COSTS.**

1. Unless otherwise provided herein or in a supplementary writing, each party shall bear its own costs in relation to this MOU. Even where a party has agreed (or later does agree) to assume a particular financial responsibility, the party's express written approval must be obtained before the incurring by another party of each expense associated with the responsibility. All obligations of and expenditures by the parties will be subject to their respective budgetary and fiscal processes and subject to availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

#### **L. LIABILITY.**

1. The LInX is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by a party to perform LInX related functions shall not be considered employees of the LInX or of any other party for any purpose. The assigning party thus remains solely responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to LInX functions.

2. Unless specifically addressed by the terms of this MOU (or other written agreement), the parties acknowledge responsibility for the negligent or wrongful acts or omissions of their respective officers and employees, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject.

#### **M. GOVERNANCE.**

1. The parties recognize that the success of this project requires close cooperation on the part of all parties. To this end, the LInX will be operated under a shared management concept in which the parties will be involved in formulating operating policies and procedures. The LInX Northwest Governance Board will consist of the head (or authorized designee) of each participating law enforcement agency. The parties agree to comply with all future policies and procedures developed by this Governance Board.

2. Each member of the Governance Board shall have an equal vote and voice on all board decisions. Unless otherwise provided, Roberts Revised Rules of Order shall govern all procedural matters relating to the business of the Governance Board.

3. A chairperson shall be elected by its members, together with such other officers as a majority of the Board may determine. The chairperson, or any board member, may call sessions as necessary. For a meeting to occur a minimum of 51% of the membership must be present and a simple majority of those present shall be required for passage of any policy matters. A tie vote does not pass the matter. In emergency situations, the presiding officer may conduct a telephone or email poll of Board members to resolve any issues. The Board of Governors may also establish any needed committees such as technical, user, and legal.

4. Disagreements among the parties arising under or relating to this MOU shall be resolved only via consultation at the lowest practicable level by and between the affected parties and their sponsoring agencies (or as otherwise may be provided under any separate governance procedures) and will not be referred to any court, or to any other person or entity for settlement. All unresolved matters will go before the Governance Board.

5. The Governance Board may establish additional procedures and rules for the governance of LInX and in furtherance thereof may enter into one or more separate formal or informal agreements, provided that any such agreement does not conflict with the spirit, intent, or provisions of this MOU, and is sufficiently memorialized to meet the business purposes of LInX governance (including adequately informing current and future parties). Such governance agreement(s) may, for instance address: organizational structure and control; executive management and administration; delegation of authority; operating policies, procedures, rules, and practices; meetings, quorums, and voting procedures; audits; and sanctions (including involuntary termination of a party's participation in this MOU).

#### **N. NO RIGHTS IN NON-PARTIES.**

1. This MOU is an agreement among the parties and is not intended, and should not be construed, to create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the NCIS, the Department of the Navy, the Department of Defense, the FBI, the Department of Justice, the United States, a party, or any State, county, locality, or other sponsor under whose auspices a party is participating in the LInX or the officers, directors, employees, detailees, agents, representatives, contractors, subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

**O. EFFECTIVE DATE/DURATION/MODIFICATION/TERMINATION.**

1. As among the original parties, this MOU shall become effective when the duly authorized representatives of each party have all signed it. For parties who subsequently join, this MOU shall become effective when completed and signed by the joining party's duly authorized representative and countersigned by the representatives of the LInX authorized to do so under LInX Governance procedures applicable at the time of joining.

2. This MOU shall continue in force indefinitely for so long as it continues to advance the participants' mission purposes, contingent upon approval and availability of necessary funding.

3. This MOU may be modified upon the mutual written consent of the duly authorized representatives of all parties. However, the parties may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution: does not conflict with the spirit, intent, or provisions of this MOU; could not reasonably be viewed as particularly sensitive, controversial, or objectionable by one or more parties; and is sufficiently memorialized to meet the business purposes of LInX governance (including adequately informing current and future parties).

4. This MOU may be terminated at any time by the mutual written agreement of the duly authorized representatives of all parties. A party's duly authorized representative may also terminate the party's participation in the MOU upon written notice to all other parties of not less than thirty 30 days. A party's participation may also be terminated involuntarily as may be provided in applicable governance agreement.

5. Upon termination of this MOU, all property being used under its purview will be returned to the respective supplying party. Similarly, if an individual party's participation in this MOU is terminated, the party will return any property to supplying parties, and the remaining parties will return any property supplied by the withdrawing party.

6. All information contributed to the LInX by a terminating party will be deleted from LInX.

7. As to information in the LInX during a party's participation under this MOU, the rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of such information shall survive any termination. This applies both as to a terminating party's information, and to the other parties' disclosure and use of a terminating party's information.

**P. APPENDICES**

- A. Form for new agencies to join MOU (and copies of executed forms for each new agency which has so joined)
- B. Points of Contact
- C. Governance Provisions (may be added later at the discretion of the Board)
- D. Security Policy (may be added later).

**IN WITNESS WHEREOF**, the parties have executed this MOU by the signatures of the duly authorized representative of each participating agency on an individual page attached hereto and incorporated herein as part of this MOU.

APPENDIX A - LInX Northwest MEMORANDUM OF UNDERSTANDING

**PURPOSE.** This document effects the joining by the \_\_\_\_\_ in the MEMORANDUM OF UNDERSTANDING AMONG THE NAVAL CRIMINAL INVESTIGATIVE SERVICE AND PARTICIPATING FEDERAL, STATE, AND LOCAL AGENCIES FOR AN INFORMATION SHARING INITIATIVE KNOWN AS THE PUGET SOUND LAW ENFORCEMENT INFORMATION EXCHANGE (LInX).

**AUTHORITY.** Authority for the Joining Party to enter into this MOU includes: RCW 39.34.

**AGREEMENT.** The Joining Party agrees to abide by all provisions and assume all obligations and responsibilities of the MOU, including any formal changes and any administrative, technical, and operational resolutions in effect at the time of execution (as to which the Joining Party acknowledges being provided copies or other adequate notice). In return, the Joining Party shall also be considered a party and shall have the same rights and privileges as the original parties.

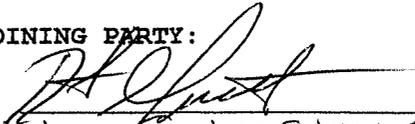
**POINT OF CONTACT.** The Joining Party's POC is:

Name and Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email/Other: \_\_\_\_\_

**COSTS.** Unless otherwise agreed in writing, the Joining Party shall bear its own costs in relation to the MOU.

**EFFECTIVE DATE/DURATION/TERMINATION.** This document shall take effect when completed and signed by the Joining Party's duly authorized representative and countersigned by the representatives of the LInX authorized to do so under LInX governance procedures applicable at the time of joining. Thereafter, duration and termination of the Joining Party's participation in the MOU shall be as provided in the MOU.

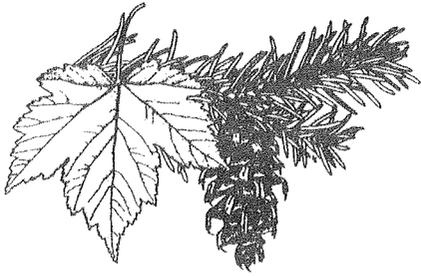
**FOR THE JOINING PARTY:**

Signature:  Date: 3-29-06  
Name: Rick Grimstead  
Title and Agency: Sheriff Skagit County S.O.

**FOR THE LInX:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title and Agency: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title and Agency: \_\_\_\_\_



# Washington Native Plant Society

*Appreciate, Conserve, and Study Our Native Flora*

6310 NE 74<sup>th</sup> Street, Suite 215E, Seattle, WA 98115  
(206) 527-3210

CITY COUNCIL AGENDA  
REGULAR MEETING

April 4, 2006

APR 26 2006

Dear Council Members,

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

The Washington Native Plant Society is happy to announce Governor Christine Gregoire has declared **April 30<sup>th</sup> to May 6<sup>th</sup>, 2006** as Washington's third annual **Native Plant Appreciation Week**. Last year we were pleased by the many who joined in proclaiming Native Plant Appreciation Week, recognizing the value native plants have to Washington. We invite you to join us, once again, by proclaiming April 30<sup>th</sup> to May 6<sup>th</sup> as Native Plant Appreciation Week.

Last year the following cities and counties proclaimed Native Plant Appreciation Week locally:

Cities and Counties Proclaiming Native Plant Appreciation Week Last Year

Airway Heights  
Bainbridge Island  
Bellevue  
Chehalis  
Colville  
Deer Park  
East Wenatchee  
Edmonds  
Everett  
Gig Harbor  
Grandview  
Issaquah  
Jefferson County  
Kent  
Kitsap County

Lakewood  
Lynnwood  
Monroe  
Moses Lake  
Olympia  
Pacific  
Port Orchard  
Port Townsend  
Poulsbo  
Redmond  
Renton  
Richland  
SeaTac  
Seattle  
Sedro-Woolley

Shelton  
Shoreline  
Snohomish  
Spokane Valley  
Spokane  
Sumner  
Tacoma  
Tukwila  
Tumwater  
Thurston County  
University Place  
Vancouver  
Woodinville  
Yakima  
Yakima County

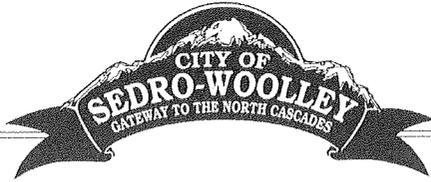
Background information on Native Plant Appreciation Week, a copy of the Governor's proclamation, and a generic proclamation that you may wish to use as a model are attached.

Thank you in advance for your participation, and please feel free to contact me if you have any questions. You may also learn more about the Washington Native Plant Society on our Web site at [www.wnps.org](http://www.wnps.org).

Sincerely,

Catherine E. Hovanic  
Administrator





## The City of Sedro-Woolley

### Proclamation

*WHEREAS*, native plant species are an important part of Washington's heritage, providing important aesthetic, economic, and ecological contributions that make Washington a special place to live; and

*WHEREAS*, Washington enjoys an amazing biodiversity with over 3,000 native plant species from rain forest plants on the Olympic peninsula to the desert species in Eastern Washington; and

*WHEREAS*, preserving native plant ecosystems is critical for protecting wildlife, birds, fish, and water quality in our state; and

*WHEREAS*, over 350 of our native plant species are listed as rare by the Washington Natural Heritage Program; and

*WHEREAS*, invasive species present a great threat to sustaining our native plant ecosystems and biodiversity;

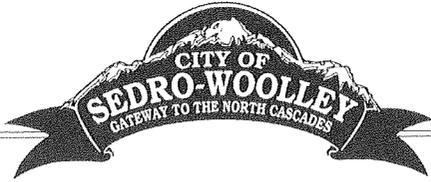
*NOW THEREFORE*, I Sharon Dillon, Mayor of the City of Sedro-Woolley, do hereby proclaim the week of April 30 – May 6, 2006 as

#### *Native Plant Appreciation Week*

in Sedro-Woolley, Washington. I urge all citizens to join me in appreciating, enjoying and celebrating our floral diversity by taking advantage of the opportunities of this week to learn more about our native plants and their habitats. Take a native plant walk, visit a natural area, or become involved in a restoration project as we join together to celebrate this precious heritage.

Signed this 26<sup>th</sup> day of April, 2006

Mayor Sharon Dillon



SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

APR 26 2006

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

Name:  
Address:  
Narrative:

Name:  
Address:  
Narrative:

Name:  
Address:  
Narrative:

Name:  
Address:  
Narrative:

# **PUBLIC HEARING(S)**

**CITY OF SEDRO-WOOLLEY**

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

**CITY COUNCIL AGENDA  
REGULAR MEETING**

APR 26 2006

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

# Memorandum

To: Mayor and City Council

From: Patrick Hayden

Date: 4/3/2006

Re: Renewal of Interim Ordinances Pending Adoption of 2006 Comp Plan and Development Regulation Update

**I. ISSUE:** Should the City Council renew the five interim ordinances adopted concurrently the 2005 GMA Comp Plan and Development Regulation Update?

**II. BACKGROUND:** The City of Sedro-Woolley adopted five interim 6 month ordinances on November 9, 2005 pursuant to RCW 36.70A.390. These ordinances were intended to be renewed once, and incorporated into the 2006 GMA Update. Four of these ordinances (not the sewer moratorium ordinance) were not available for the public review process, as the contractors supplying information were unable to supply their deliverables by the date necessary for the Planning Commission Public Hearing. Without a public hearing before the Planning Commission, they could not be adopted as permanent ordinances by the City Council. Instead, they were only adopted as interim ordinances with one public hearing being held at the City Council level only.

The four ordinances are scheduled for permanent adoption, with possible revisions, in November 2006, as part of the 2006 GMA Update. However, they are due to expire May 21, 2006. They need to be continued at least once, for this interim period.

The Sewer Moratorium Ordinance is not really part of the GMA Update. However, it is convenient to handle it in this bunch of hearings.

A staff presentation and a public hearing should be held on all of these ordinances prior to Council action.

**Renewal of Ordinance No. 1525-05: 2005 Transportation Plan**

This ordinance is based on the Transportation Plan prepared by Transpo, which was not available in time for the public hearing process. It is a pretty good plan, is based on current costs and measurements of existing traffic flows. It is a “fat” plan, in that it has a lot of projects in it, so that grant funding can be utilized if it becomes available.

The list of projects included in the Transportation Plan is attached to the proposed ordinance.

Funding for these projects is as follows:

Property Taxes	\$4,066,859
Sales and Use Tax	\$3,697,862
Motor Vehicle Fuel Tax	\$4,903,915
Misc.	\$2,471,071
Transportation Impact Fee	\$2,498,555
<u>Grant Funding</u>	<u>\$4,290,000</u>
TOTAL	\$21,928,262

**Renewal of Ordinance No. 1526-05: Impact Fees**

Parks. The Park Plan was essentially completed by the Planning Commission, and subject to a public hearing before the Planning Commission. However, because the impact fee ordinance also includes the traffic impact fee component, the entire ordinance was deferred for final adoption. The City Council set the Park impact fee at \$1,000 per residential unit at the time of adoption of the impact fee ordinance, based on the Planning Commission’s recommendation.

Fire. The Fire impact fee is unchanged from that set forth in the previous ordinance.

Transportation. The Transportation impact fee is based on 15 zones. The fee is based on the projects drawn from the Transportation Plan that the City Council deemed appropriate for determining impact fees.

At the last public hearing the City Council was presented with three alternatives – a transportation fee based on all projects (Alt. A), a fee based on all projects except the widening of SR 20 (Alt. B), and a fee based on all projects except the widening of SR 20 and the Jones Road RR underpass (Alt. C). The City Council chose Alternative B for the interim ordinance. The rationale for this decision was that SR 20 widening would likely involve major WashDOT funding, while the Jones Road RR underpass would be a City funded project.

It is proposed to continue this fee for the renewal of this ordinance. However, the City Council has an opportunity to review it at the time of the adoption of the permanent ordinance. A major change to the fee should probably involve Transpo’s input, as it would require an increase in other sources of revenue. While there is a speculative quality to predicting impact fee revenue, impact fees have been a reliable and necessary source of funding for road and street improvements. The fees are an accurate reflection of the impact of new development for the particular zone in which the development occurs.

I am not anticipating a detailed discussion/debate on the interim impact fee ordinance. However, such a discussion may be appropriate prior to the adoption of the permanent ordinance. I look to the Council for direction on this issue, as it will require some preparation for a detailed discussion.

**Renewal of Ordinance No. 1527-05: Municipal Facilities Section of the Comp Plan**

This section of the Comprehensive Plan contains provisions for municipal capital facilities for a new city hall, courtroom and additional cemetery property. Inclusion of these items in the comprehensive plan is necessary for some grants.

**Renewal of Ordinance No. 1528-05: Sewer Moratorium on new Subdivisions and Multi-Family Developments**

When the sewer moratorium ordinance was last renewed, the Garden of Eden/Jones Road area was removed from the moratorium on subdivisions, as the SR 20/Metcalf street improvements are adequate for the existing City limits. They are not adequate for additional annexations, and this ordinance reflects that limitation.

The Township Street line is scheduled for repair in 2006 to Polte Road, and in 2007 to McGarigle Road. I refer you to the City Engineer for the work schedule. The moratorium can be lifted for these areas when the work is commenced, but new areas are ready to be removed from the moratorium at this time.

**Renewal of Ordinance No. 1529-05: Police and Fire Capital Facilities Plan**

This section of the Comprehensive Plan contains provisions for municipal capital facilities for a fire and police services. Inclusion of these items in the comprehensive plan is necessary for some grants.

**III. RECOMMENDED ACTION:**

1. Motion extending Interim Ordinance No. 1525-07, by passage of Ordinance No. \_\_\_\_\_, titled:  
AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, RENEWING THE ADOPTING A TRANSPORTATION PLAN SECTION OF THE COMPREHENSIVE PLAN, TO BE EFFECTIVE FOR A PERIOD OF SIX MONTHS, AND ENTERING FINDINGS OF FACT

2. Motion extending Interim Ordinance No. 1526-07, by passage of Ordinance No. \_\_\_\_\_, titled:  
AN INTERIM ORDINANCE EXTENDING ORDINANCE NO. 1526-05 FOR A PERIOD OF SIX MONTHS, REPEALING SWMC CH. 15.60, AND ADOPTING A NEW CHAPTER SWMC CH. 15.60, PROVIDING FOR ASSESSMENT OF IMPACT FEES FOR PLANNED CAPITAL FACILITIES, PROVING FOR CREDITS FOR OTHER MITIGATION OF IMPACTS, AND PROVIDING FOR APPEALS FROM FEE DETERMINATIONS.

3. Motion extending Interim Ordinance No. 1527-07, by passage of Ordinance No. \_\_\_\_\_, titled:  
AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING A MUNICIPAL FACILITIES SECTION OF THE COMPREHENSIVE PLAN, TO BE EFFECTIVE FOR A PERIOD OF SIX MONTHS, AND ENTERING FINDINGS OF FACT

4. Motion extending Interim Ordinance No. 1528-07, by passage of Ordinance No. \_\_\_\_\_, titled:

AN INTERIM ORDINANCE OF THE CITY OF SEDRO-WOOLLEY EXTENDING A MORATORIUM ON SUBDIVISIONS IN CERTAIN AREAS SERVED BY THE TOWNSHIP STREET AND METCALF STREET SEWER MAINS FOR A PERIOD OF SIX MONTHS AND REQUIRING NEW APPLICATIONS TO BE ACCOMPANIED BY CONFIRMATION FROM THE PUBLIC WORKS DIRECTOR THAT LINE CAPACITY IS AVAILABLE.

5. Motion extending Interim Ordinance No. 1529-07, by passage of Ordinance No. \_\_\_\_\_, titled:

AN INTERIM ORDINANCE ADOPTING AMENDMENTS TO THE CAPITAL FACILITIES PLAN FOR FIRE FACILITIES AND POLICE FACILITIES, AND DOCUMENTING APPROPRIATE MITIGATION STANDARDS FOR POLICE IMPACTS.

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

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
RENEWING THE ADOPTING A TRANSPORTATION PLAN SECTION OF THE  
COMPREHENSIVE PLAN, TO BE EFFECTIVE FOR A PERIOD OF SIX  
MONTHS, AND ENTERING FINDINGS OF FACT**

WHEREAS, the City Council of the City of Sedro-Woolley finds that it is necessary to plan for future transportation improvements for the City; and

WHEREAS, the City Council of the City of Sedro-Woolley finds that transportation improvements should implement the goals in the Sedro-Woolley Comprehensive Plan;

WHEREAS, the City Council of the City of Sedro-Woolley finds that a temporary provision to adopt an updated Transportation Plan section of the Comprehensive Plan is necessary for protection of the public health, safety, and welfare; and

WHEREAS, the City Council of the City of Sedro-Woolley has adopted Ordinance No. 1525-05, November 2005 Transportation Plan for a period of six months, on November 9, 2006, published November 16, 2005, and effective November 21, 2005 for a period of six months, and

WHEREAS, the City Council of the City of Sedro-Woolley finds that it should re-adopt for an additional period of six months beginning May 21, 2006, as a temporary measure and on an emergency basis, a Transportation Plan element of the Comprehensive Plan until the transportation element of the Comprehensive Plan is adopted permanently as part of the 2006 necessary updates to the Comprehensive Plan; now, therefore,

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

**Section 1. Purpose.** The purpose of this interim transportation element of the Comprehensive Plan is to include the necessary transportation improvement in the capital facilities plan to allow the City pursue funding of these facilities as identified in the Plan.

**Section 2. Duration of Ordinance.** This ordinance shall be in effect for a period of six months, beginning May 21, 2006, unless extended by the City Council.

**Section 3. Findings.** The City Council hereby finds as follows:

1. It is necessary to plan for future transportation improvements and their funding.
2. The City is experiencing major growth, which is impacting the City's transportation facilities, and causing the City to construct new and improve existing transportation facilities at significant expense. It is fair and equitable for new development to pay its proportional share of the cost of these facilities.

3. The attached Transportation Plan implements the goals and policies in the Comprehensive Plan.
4. Adoption of the amendment to the Capital Facilities Element should be by interim ordinance.
5. An updated Transportation Plan section of the Comprehensive Plan is necessary for protection of the public health, safety, and welfare.

**Section 4. Plan Adopted.** The Transportation plan set forth on Exhibit A is hereby adopted and incorporated into the Transportation Element of the Sedro-Woolley Comprehensive Plan and amendments thereto. Any inconsistent provisions of the Transportation Plan are suspended in the interim.

**Section 5. Public Hearing on Ordinance.** The City Council has held a public hearing on this ordinance and hereby adopts findings of fact justifying its actions, and is affirming the ordinance following the public hearing.

**Section 6. Codification.** This ordinance shall not be codified as part of the Sedro-Woolley Municipal Code, but a copy of the 2005 Transportation Plan attached hereto as Exhibit A, shall be available for public review and copying at Sedro-Woolley City Hall.

**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 shall be effective May 21, 2006, for a period of six months, which is five (5) days after passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY:

**TABLE 13  
Sedro-Woolley Transportation Improvement Projects and Programs**

Project Type	MAP ID <sup>(1)</sup>	Project Name	Project Limits	Project Description	In Existing TIP? <sup>(2)</sup>	Total Cost <sup>(3)(4)</sup>	Timing <sup>(5)</sup>	Relative Priority	Comments
	S1	SR 20 / F&S Grade Rd Improvements (Skagit Steel Access)	F&S Grade Rd to Sapp Rd/RR Bridge (MP 65.15 to 65.47)	Install traffic signal, realign F&S skew, and improve access into Skagit Steel site. Widen SR 20 from F&S Grade to RR Bridge. Realign 90-degree corner ("Bendix Corner")	Yes \$1,650	\$1,650	Short	H	Joint project with WSDOT and Skagit County. In design phase.
	S2	SR 20 / Reed St Intersection Improvements	Intersection (MP 65.70 to 65.72)	Construct intersection improvements including traffic signal.	Yes \$350	\$430	Short	M	
	S3	SR 20 / N Ball St Intersection Improvements	Intersection (MP 65.90 to 66.02)	Improve intersection with SR 20 on north side of SR 20; Widen N Ball St, improve radii, add curb, gutter, and sidewalk. May require right-of-way.	Yes \$350	\$350	Short	L	WSDOT and developer funded
	S4	SR 20 / Fruitdale Rd Intersection Improvements	Intersection (MP 66.70 to 66.88)	Construct intersection improvements including traffic signal.	Yes \$350	\$740	Short	H	
	S5A	SR 20 Widening - Phase 1	SR 9 to Sapp Rd (MP 64.75 to 65.46)	Widen roadway to 5 lanes. Construct to principal arterial standards including curb & gutter, sidewalks, and bike lanes.	No	\$3,760	Mid	H	
	S5B	SR 20 Widening - Phase 2 Widen RR Bridge / Remove Sapp Rd Intersection	Intersection (MP 65.45 to 65.48)	Replace BNSF RR overpass with structure wide enough to accommodate roadway widening along SR 20 (approximately 90 feet).	Yes \$2,500	\$6,790	Mid	M	Cost assumes construction of temporary structure to maintain RR operations during project.
	S5C	SR 20 Widening - Phase 3	Sapp Rd to Township Rd (MP 65.46 to 66.30)	Widen roadway to 5 lanes. Construct to principal arterial standards including curb & gutter, sidewalks, and bike lanes.	No	\$3,990	Long	M	
	S6A	SR 20 Safety Improvements	SR 9 to Fruitdale Rd (MP 66.30 to 67.00)	Improve illumination, signing, and intersection sight distance. Provide right-turn deceleration lanes.	No	\$370	Short	H	
	S6B	SR 20 Improvements	SR 9 to Fruitdale Rd (MP 66.30 to 67.00)	Improve roadway to principal arterial standards with 3 lanes, curb & gutter, planter strip, and sidewalks.	No	\$1,900	Long	L	
	S7	SR 20 / Township Rd (SR 9) Intersection Improvements	Intersection (MP 57.17 to 57.25)	Widen roadway to include dedicated northbound and southbound left-turn lanes. Revise and upgrade traffic signal to include permissive/protected north-south phasing.	No	\$450	Mid	M	
	S8	SR 20 / Cook Rd Intersection Improvements	Intersection	Widen the north approach of Cook Road to include dual SB left-turn lanes. Coordinate improvements with SR 20 widening project (#S10A).	No	\$430	Short	H	
	S9	North Township St (SR 9) Arterial Improvements	SR 20 to city limits	Rebuild Township St to secondary arterial standards including 3 lanes, curb & gutter, bike lanes, planter strip, sidewalks. Some right-of-way may be required.	Yes \$2,400	\$3,480	Short	L	
	S10	SR 9 / Nelson St Intersection Improvements	Intersection	Construct intersection improvements to include traffic signal or roundabout.	No	\$620	Mid	M	
	S11	SR 9 / W State St Intersection Improvements	Intersection	Construct intersection improvements to include traffic signal or roundabout.	No	\$620	Long	L	
	S12	SR 9 / John Liner Rd Intersection Improvements	Intersection	Construct intersection improvements to include traffic signal or roundabout.	No	\$430	Short	L	

STATE HIGHWAY IMPROVEMENTS

**TABLE 13  
Sedro-Woolley Transportation Improvement Projects and Programs**

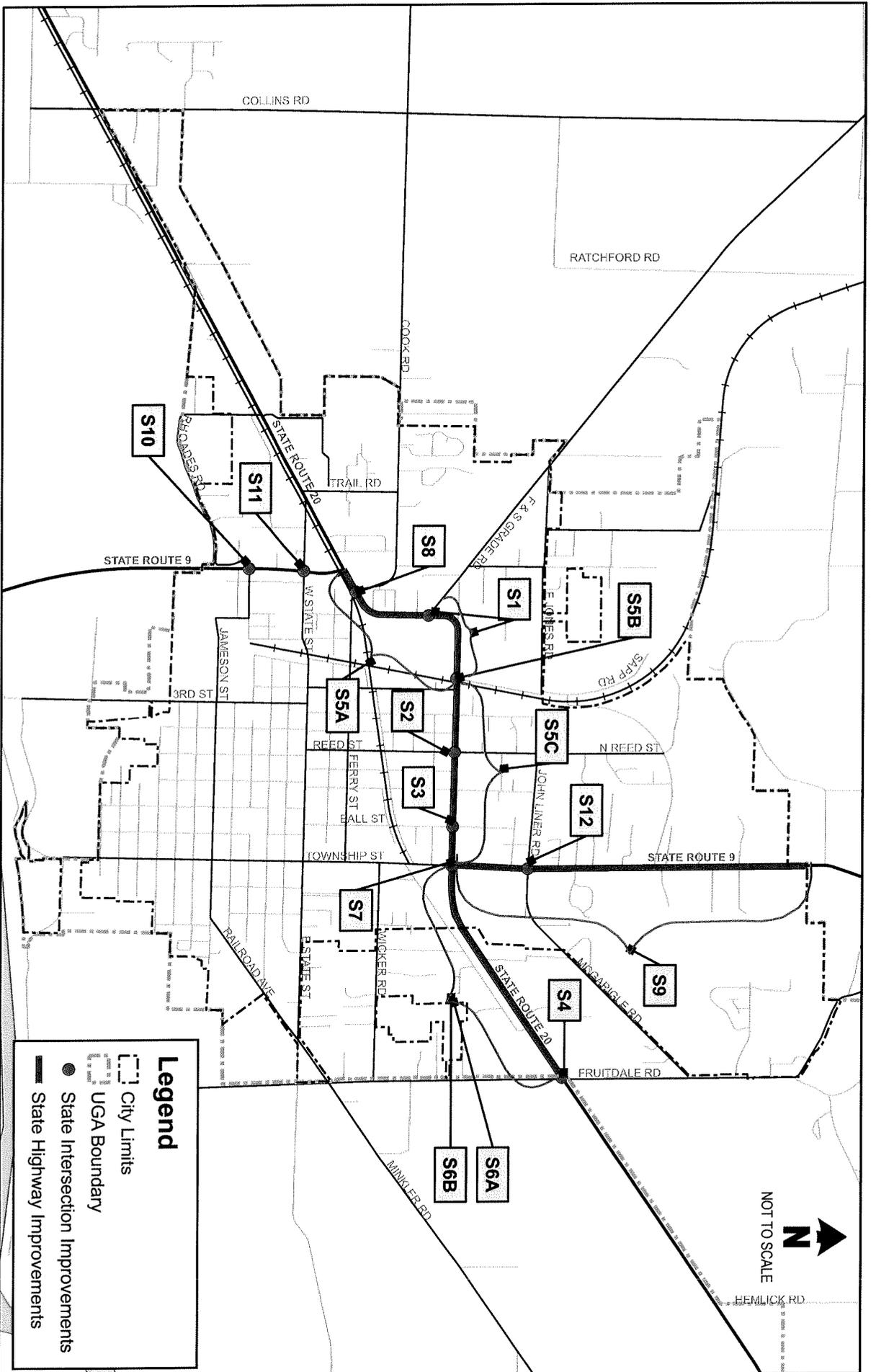
Project Type	MAP ID <sup>(1)</sup>	Project Name	Project Limits	Project Description	In Existing TIP2 <sup>(2)</sup>	Total Cost <sup>(3)(4)</sup>	Timing <sup>(5)</sup>	Relative Priority	Comments
ARTERIAL IMPROVEMENTS	C1A	Jones Rd Arterial Improvements	F&S Grade Rd to John Liner Rd/BNSF	Rebuild Jones Rd to secondary arterial standards including 3 lanes, bike lane, curb and gutter, planter strip, sidewalk. Some right-of-way may be required.	Yes \$150	\$2,570	Mid	H	
	C1B	Jones Rd / John Liner Rd RR Undercrossing	Jones Rd to John Liner Rd	Construct new BNSF Railroad undercrossing wide enough for secondary arterial improvements along Jones Rd & John Liner Rd (approximately 90 feet). Construct through existing embankment lying Jones Rd to John Liner.	Yes \$2,000	\$3,680	Mid	H	
	C1C	John Liner Rd Arterial Improvements	Jones Rd/BNSF to SR 9	Widen and improve John Liner Rd to secondary arterial standards from new RR crossing to SR 9. Includes 3 lanes, curb and gutter, bike lanes, and sidewalk.	Yes \$1,200	\$2,220	Mid	M	
	C2	F&S Grade Arterial Improvements	SR 20 to city limits	Improve and widen F&S Grade to secondary arterial standards including sidewalks and bike lanes. Coordinate with needed sewer installation.	Yes \$1,500	\$1,940	Long	L	
	C3	Cook Rd / Trail Rd Intersection Improvements	Intersection	Construct intersection improvements including traffic signal.	Yes \$175	\$290	Short	H	
	C4	Reed Ave Reconstruction	Ferry St to SR 20	Widen and reconstruct existing roadway facilities to include 3 lanes, curb & gutter, sidewalks, on-street parking, and stormwater facilities.	Yes \$1,750	\$1,590	Mid	L	
	C5	3rd St Resurfacing	Sterling St to State St	Overlay 3rd St and coordinate crossing improvements at high school with school district. Improve drainage.	Yes	\$350	Short	H	
	C6A	South Township St Arterial Improvements	Jamesson St to SR 20	Widen and rebuild Township St to secondary arterial standards including 3 lanes, curb & gutter, bike lanes, planter strip, and sidewalks. Some right-of-way may be required.	Yes	\$2,250	Long	M	
	C6B	South Township St Arterial Improvements	River Rd to Jamesson St	Widen and rebuild Township St to secondary arterial standards including 3 lanes, curb & gutter, bike lanes, planter strip, and sidewalks. Some right-of-way may be required.	Yes	\$1,290	Long	L	Project supports traffic circulation around the south end of town.
	C7A	Jamesson St Arterial Improvements	SR 9 to Railroad St	Widen and rebuild Jamesson St to secondary standards including 3 lanes, curb & gutter, bike lanes, planter strip, and sidewalks. Some right-of-way may be required.	Yes \$2,500	\$3,330	Long	M	Coordinate with Project C14 when mill property redevelops.
	C7B	Jamesson St / 11th St Intersection Improvements	Intersection	Change access on 11th St to right-in-right-out.	Yes	\$90	Short	L	
	C7C	Railroad St / Jamesson St Intersection Improvements	Intersection	Improve intersection. Construct roundabout.	Yes	\$400	Mid	L	
	C7D	Railroad St Arterial Improvements	Jamesson St to Fruitdale Rd	Widen and rebuild Railroad St to secondary arterial standards including 3 lanes, curb & gutter, bike lanes, planter strip, and sidewalks. Some right-of-way may be required.	Yes \$1,500	\$1,890	Long	L	
C8	State St Sidewalks	Murdock St to Township St	Construct sidewalks, ADA ramps, and other pedestrian improvements along north side of State St.	Yes \$100	\$100	Short	H		
C9A	Trail Rd Extension	Cook Rd to F&S Grade	Construct new secondary arterial.	No	\$2,340	Mid	H		
C9B	Garden of Eden Rd Extension	F&S Grade to Jones Rd	Construct new secondary arterial.	No	\$1,000	Long	H		

**TABLE 13  
Sedro-Woolley Transportation Improvement Projects and Programs**

Project Type	MAP ID (1)	Project Name	Project Limits	Project Description	In Existing TIP? (2)	Total Cost (\$1,000's) (3)(4)	Timing (5)	Relative Priority	Comments	
ARTERIAL IMPROVEMENTS	C10	Township St / Ferry St Intersection Improvements	Intersection	Construct intersection improvements to include an all-way stop.	No	\$50	Long	M	Timing is dependent on widening of SR 20.	
	C11	Fruitdale Rd	SR 20 to Railroad Ave	Reconstruct roadway to secondary arterial standards including curb & gutter, bike lanes, sidewalks, and stormwater facilities. Enhance pedestrian safety.	No	\$2,580	Long	L		
	C12	Hemlick Rd Improvements	SR 20 to Hemlick Lane	Reconstruct roadway to improve drainage and roadway standards.	Yes	\$4,660	Short	L	Joint project with Skagit County and the Upper Skagit Tribe / Bureau of Indian Affairs. Improved roadway will serve as main access for the Skagit Tribal Center and adjacent recreation areas.	
	C13	Rhodes Rd Arterial Improvements	SR 9 to SR 20	Reconstruct roadway to secondary arterial standards including curb & gutter, bike lanes, sidewalks, and stormwater facilities.	No	\$2,870	Long	M		
	C14	Jamesson St	SR 9 to Bailey Rd	Extend existing secondary arterial and relocate intersection with SR 9.	No	\$700	Long	M	Would be implemented with redevelopment of the mill property. Condition of development.	
	C15	Rhodes Rd Extension	SR 20 to Cook Rd	Construct new collector arterial.	No	\$1,220	Short	M	Joint project with Skagit County. Initial roadway may include 90 degree turns. A more direct route with a horizontal curve is desired and should be pursued with development in the corridor.	
	C16	McGangie Rd / Fruitdale Rd Arterial Improvements	Township St to Fruitdale Rd / McGangie Rd to SR 20	Reconstruct roadway to secondary arterial standards including curb & gutter, bike lanes, sidewalks, and stormwater facilities. Enhance pedestrian safety.	Yes	\$5,220	Short	H	Joint project with Skagit County.	
			State Highway Safety, Operations and Non-motorized Improvement Program	SR 9 and SR 20 within City	Spot improvements along SR 20 and SR 9 within City to resolve safety, operational, and non-motorized deficiencies if needed prior to specific identified improvements.	Yes	\$1,000			Coordinate with projects S1 thru S12. Approximately \$50,000/year.
			Central Business District Sidewalk Improvements	Downtown	Improve various sidewalks within downtown Central Business District and widen to 12 feet. Install bulb-outs and improve pedestrian crossings.	Yes	\$150			
			Sidewalk Improvement Program	Citywide	Annual program to construct missing sidewalk links, repair existing sidewalks, improve crosswalk signing and markings, and install ADA accessible curb ramps at intersections.	No	\$500			Approximately \$25,000/year.
CITYWIDE TRANSPORTATION PROGRAMS		Miscellaneous Street Improvement Program	Citywide	Annual program to address miscellaneous capital improvements to arterials and collectors.	Yes	\$1,000			Approximately \$50,000/year.	
		Street Overlay, Maintenance and Operations	Citywide	Annual program to maintain and operate the City's transportation infrastructure.	No	\$13,000			Approximately \$650,000/year.	
	<b>TOTAL</b>						<b>\$84,250</b>			

**Notes:**

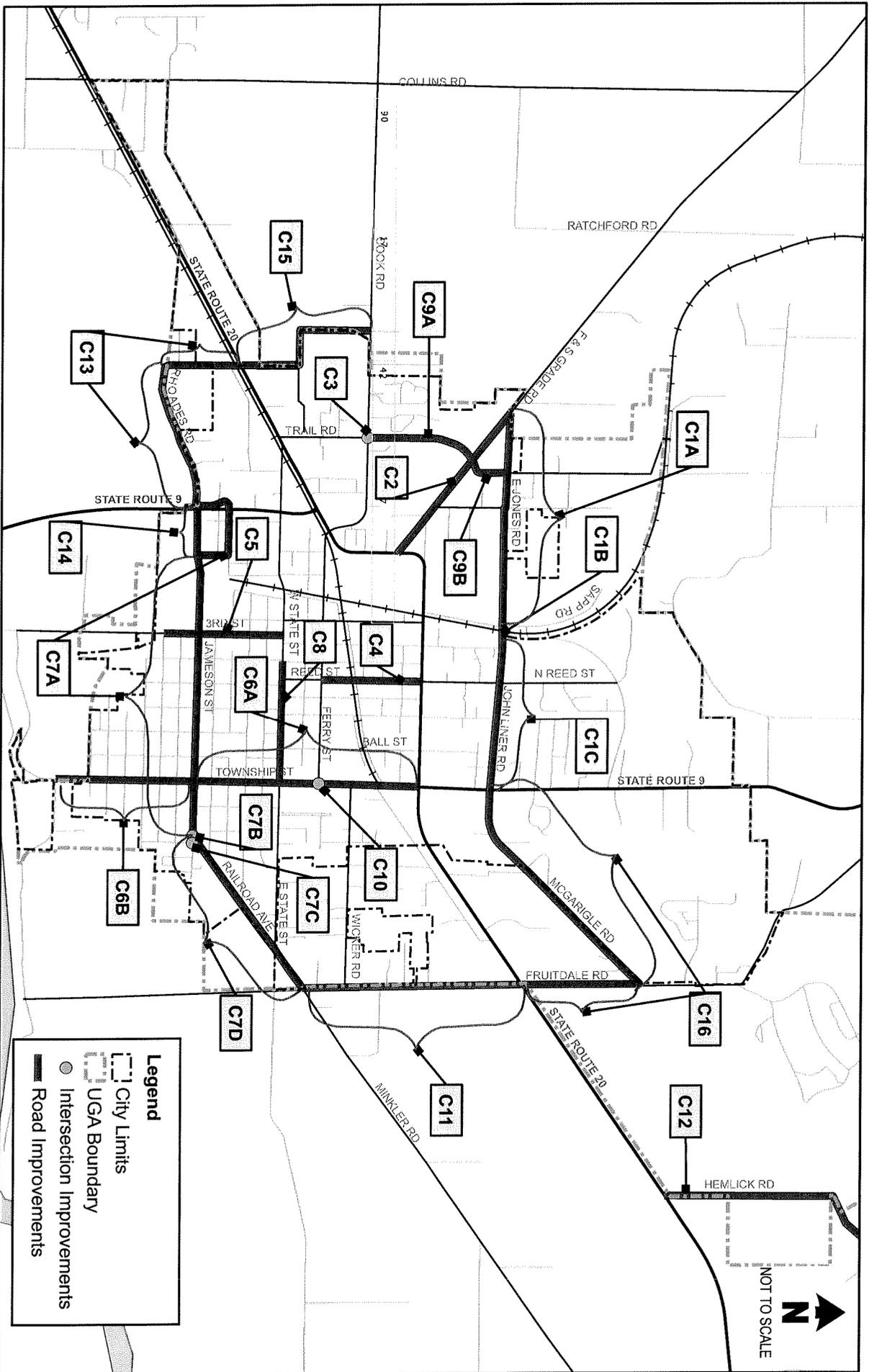
- (1) Use the MAP ID to locate the project on Figures.
- (2) In Existing TIP? - Project is identified in City's current Transportation Improvement Program (2005 to 2010) or is funded as part of State's Transportation Plan.
- (3) Planning level project cost estimate in \$1,000s of year 2005 dollars. Costs were obtained from the City's current TIP or estimated based on average linear foot costs from recent projects.
- (4) Includes projects funded by WSDOT, Skagit County, SCOG, or other agencies.
- (5) Timing: Short (2006 - 2011)  
Mid (2012 - 2018)  
Long (2019 - 2025)



**Figure 7**

**State Highway Improvement Projects**

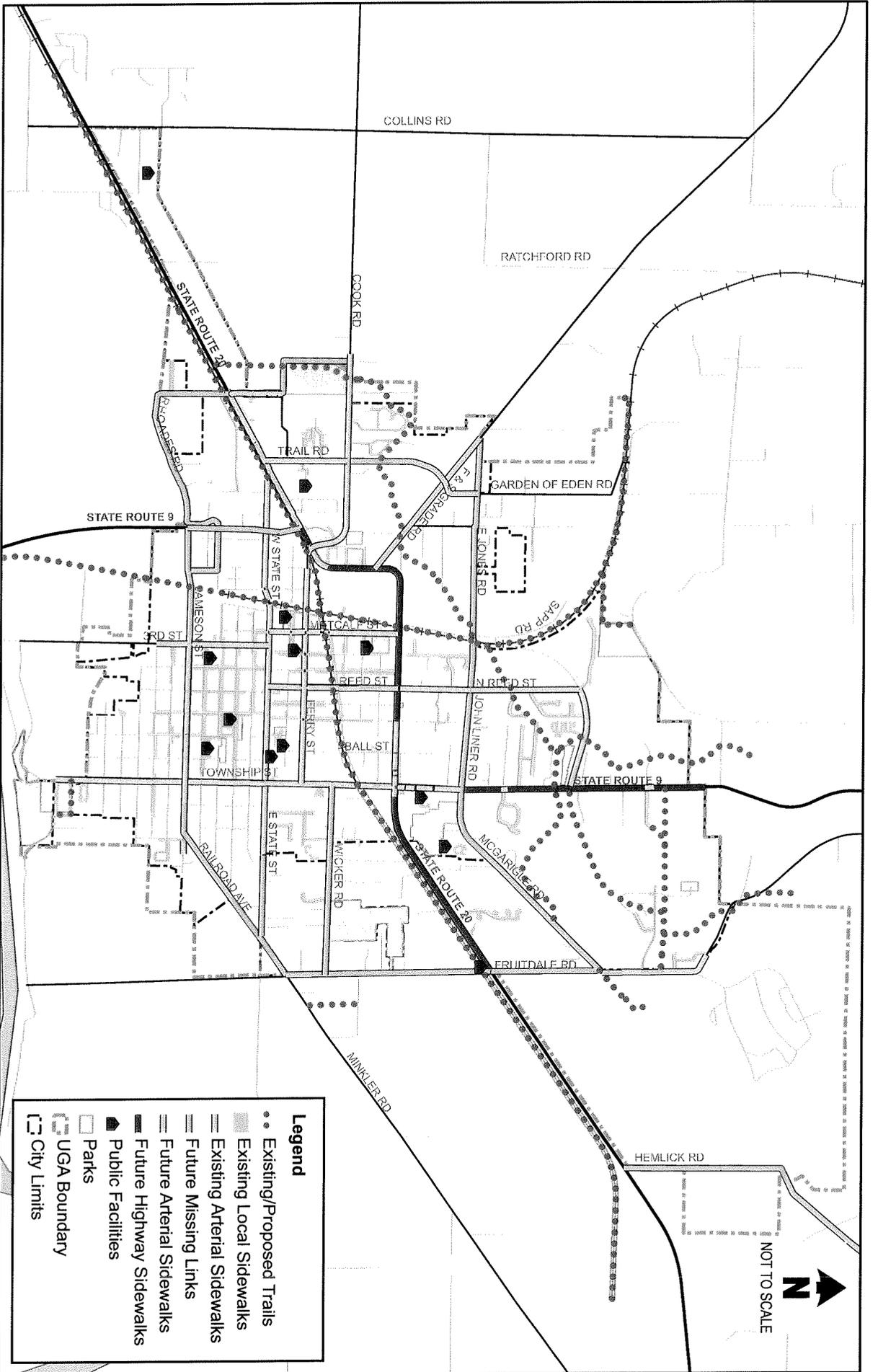
Sedro Woolley Transportation Plan



**Figure 8**

**Arterial Improvement Projects**

*Sedro Woolley Transportation Plan*

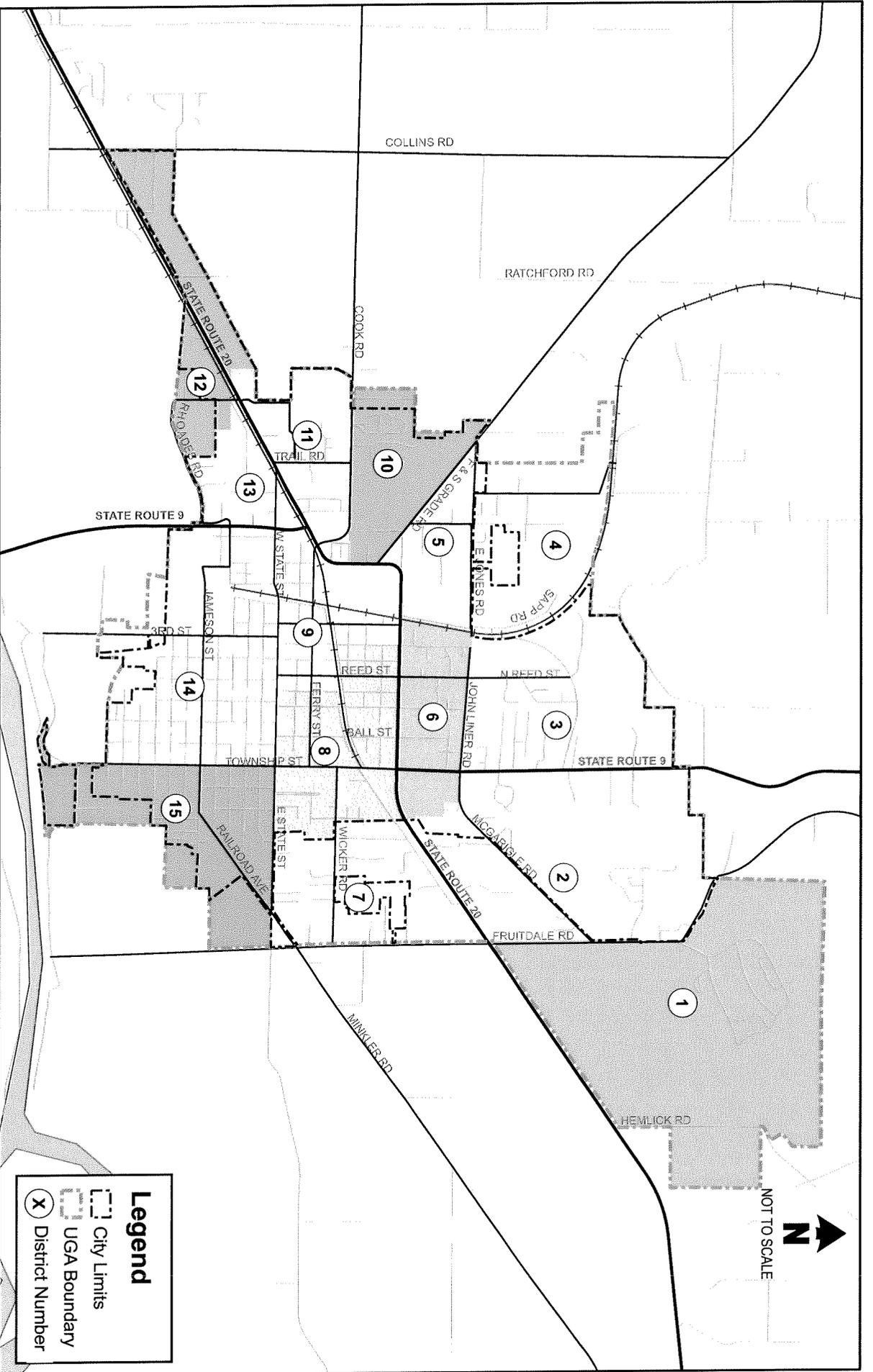


**Figure 9**

**Major Pedestrian System Plan**

*Sedro Woolley Transportation Plan*





**Legend**

- City Limits
- UGA Boundary
- District Number

**Figure 12**

Transportation Impact Fee Districts

Sedro Woolley Transportation Plan

Ordinance No. \_\_\_\_\_

**AN INTERIM ORDINANCE EXTENDING ORDINANCE NO. 1526-05 FOR A PERIOD OF SIX MONTHS, REPEALING SWMC CH. 15.60, AND ADOPTING A NEW CHAPTER SWMC CH. 15.60, PROVIDING FOR ASSESSMENT OF IMPACT FEES FOR PLANNED CAPITAL FACILITIES, PROVING FOR CREDITS FOR OTHER MITIGATION OF IMPACTS, AND PROVIDING FOR APPEALS FROM FEE DETERMINATIONS.**

Whereas, the City Council of the City of Sedro-Woolley has adopted permanent and interim capital facilities plans for the City of Sedro-Woolley, providing for plans for expanding and constructing new transportation, park and fire facilities to cope with the increase in population and new development, and

Whereas, the City Council finds that the City of Sedro-Woolley is experiencing developemnt preasures which have cause the transportation, park and fire capital facilites to be expanded to cope with increased demands of new residents, and

Whereas, the City Council finds that the imposition of GMA impact fees pursuant to RCW 82.02.050 et seq. is necessary to ensure that these developments provide funding for their improvements based on the their actual impacts, in a manner that accurately measures the impacts,

Whereas, the City Council of the City of Sedro-Woolley finds that a temporary provision to adopt new impact fee ordinance is necessary for protection of the public health, safety, and welfare; and

Whereas, the City Council of the City of Sedro-Woolley passed Ordinance No. 1526-05 on November 9, 2005, effective November 21, 2005, which adopted interim impact fees for transportation, parks, and fire facilities, pending adoption of a permanent ordinance in 2006, and

Whereas, the City Council of the City of Sedro-Woolley should re-adopt for a period of six months, as a temporary measure, on an emergency basis, certain provisions for the location and construction of capital projects, until the capital facilities section of the Comprehensive Plan is adopted permanently as part of the 2006 necessary updates to the Comprehensive Plan; now, therefore,

**THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DO HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** Sedro-Woolley Municipal Code Chapter 15.60 is hereby repealed its entirety, and a new Chapter 15.60 is hereby adopted as set forth on the attached Appendix A and incorproated herein by reference.

**Section 2.** Notwithstanding Section 1, the previous codification shall continue to apply to any permits issued thereunder for which the impact fees provided by that chapter were assessed.

**Section 3. Duration of Ordinance.** This ordinance shall be in effect for a period of six months beginning May 21, 2006, unless extended by the City Council.

**Section 4. Public Hearing on Ordinance.** The City Council has held a public hearing on this ordinance and hereby adopts findings of fact justifying its actions, and is affirming the ordinance following the public hearing.

**Section 4. Findings.** The City Council hereby finds as follows:

1. It is necessary to update the impact fee ordinance (SWMC Ch. 15.60) to provide for impact fees which more accurately reflect the impacts of development in a manner consistent with the RCW 82.02.050.
2. The existing provisions of SWMC Ch. 15.60 are inadequate, in that they may not be compliant with RCW 82.02.050.
3. The revised Chapter 15.60 is compliant with RCW 82.02.050, and more accurately assesses the cost of development impacts to new development.
4. This ordinance shall be adopted in a final form as part of the 2006 GMA update.

**Section 5. Codification.** This ordinance shall not be codified as part of the Sedro-Woolley Municipal Code, but a copy of the municipal facilities section attached hereto as Exhibit A, shall be available for public review and copying at Sedro-Woolley City Hall.

**Section 6. 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 7. Effective Date.** This ordinance shall be effective for six months beginning May 1, 2006, which is five (5) days after passage, approval and publication as provided by law.

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

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MAYOR

Attest:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY:

## Appendix A

### IMPACT FEES FOR PLANNED FACILITIES

#### Sections:

- 15.60.010 Authority and purpose.
- 15.60.015 Definitions.
- 15.60.020 Applicability.
- 15.60.030 Geographic scope.
- 15.60.040 Imposition of transportation impact fees.
- 15.60.050 Transportation Fee schedules and establishment of service area.
- 15.60.060 Calculation of transportation impact fees.
- 15.60.070 Park Impact fee and establishment of service area.
- 15.60.080 Calculation of park impact fees.
- 15.60.090 Fire Department Impact fee and establishment of service area.
- 15.60.100 Calculation of Fire Department impact fees.
- 15.60.110 Payment of fees.
- 15.60.120 Project list.
- 15.60.130 Funding of projects.
- 15.60.140 Refunds.
- 15.60.150 Appeals.
- 15.60.160 Relationship to SEPA.
- 15.60.170 Relationship to concurrency.
- 15.60.180 Necessity of compliance.

#### **15.60.010 Authority and purpose.**

- A. This title is enacted pursuant to the city's police powers, the Growth Management Act as codified in Chapter 36.70A RCW, the enabling authority in Chapter 82.02 RCW, Chapter 58.17 RCW relating to platting and subdivisions, and the State Environmental Policy Act (SEPA) Chapter 42.21C RCW.
- B. The purpose of this title is to:
  - 1. Develop a transportation impact fee program consistent with the Sedro-Woolley Comprehensive Plan (2005) the Six-Year Transportation Improvement Program (2005), and capital facilities plans for joint public and private financing of transportation, park and fire department improvements necessitated in whole or in part by development in the city;
  - 2. Ensure adequate levels of transportation, traffic, park and fire department service within the city consistent with the Comprehensive Plan;
  - 3. Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site facilities directly

necessitated by new development, in order to provide an adequate level of service consistent with the Comprehensive Plan;

4. Ensure that the city pays its fair share of the capital costs of transportation, park and fire department facilities necessitated by public use of the transportation, park, and fire department systems; and
  5. Ensure fair collection and administration of such impact fees.
- C. The provisions of this chapter shall be liberally construed to effectively carry out its purpose in the interests of the public health, safety and welfare..

#### **15.60.015 Definitions.**

The following are definitions provided for administering the impact fee ordinance. The public works director shall have the authority to resolve questions of interpretation or conflicts between definitions.

- A. “Adequate level of transportation service” means a system of transportation facilities which have the capacity to serve development without decreasing levels of service below the city’s established minimum as determined by SWMC Ch. 15.40, SWMC Ch. 15.56, and adopted plans and ordinances.
- B. “Adequate level of parks service” means a system of parks facilities which have the capacity to serve development without decreasing levels of service below the city’s established minimums as determined by adopted plans and ordinances.
- C. “Adequate level of Fire department service” means a system of fire department facilities which have the capacity to serve development without decreasing levels of service below the city’s established minimums as determined by adopted plans and ordinances.
- D. “Capacity” means the maximum sustainable flow rate at which vehicles or persons can be expected to traverse a point or uniform segment of a lane or roadway during a specified time period, usually expressed as vehicles per hour, passengers per hour, or persons per hour.
- E. “Development activity” means any construction or expansion of a building, or structure, or use, or any changes in the use of land, that creates additional demand and need for public facilities.
- F. “Director” means the director of the department of public works of the city of Sedro-Woolley or his/her designee.
- G. “Finance Director” means the Clerk-Treasurer of the city of Sedro-Woolley or his/her designee.

- H. "Impact fee" means a payment of money imposed upon development approval to pay for public streets and roads, parks and fire department facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public streets and roads, parks and fire department facilities that is a proportionate share of the cost of the public streets and roads, parks and fire department facilities and that is used for public streets and roads, parks and fire department facilities that reasonably benefit the new development. "Impact fee" does not include a reasonable permit or application fee otherwise established by city council resolution, nor mitigation required by SEPA or other ordinance.
- I. "Jurisdiction" means a municipality or county.
- J. "Off-site transportation road improvement" means improvement, except a frontage improvement, to an existing or proposed city road or street outside the boundaries of a development, which improvement is required or recommended in accordance with this title. "Off-site parks improvement" means improvement to an existing or proposed park facility outside the boundaries of a development, which improvement is required or recommended in accordance with this title.
- K. "Off-site fire department improvement" means improvement to an existing or proposed fire department facility outside the boundaries of a development, which improvement is required or recommended in accordance with this title.
- L. "Parks" means public parks; public recreational, community, cultural or civic facilities (including, without limitation senior centers and youth centers); public trails; and any other similar public facilities identified in the parks plan.
- M. "Parks plan" means those specific projects and/or classes of projects for the development and/or improvement of public parks identified within the parks element of the Sedro-Woolley capital facilities plan, as may from time to time be amended.
- N. "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development project that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in the capital facilities plan approved by the city council shall be considered a project improvement.
- O. "Service area" means a geographic area defined by ordinance or intergovernmental agreement in which a defined set of public streets and roads, parks and fire department facilities provide service to the development within the area.
- P. "Six-year Transportation Improvement Program (TIP)" means a subset of projects contained in the city's capital improvement program. The TIP is a set of comprehensive street programs/projects which after a public hearing is annually adopted by the city council for the purpose of advancing plans for not less than six years as a guide for carrying out the coordinated transportation/street construction program. The six-year TIP shall contain a small group of capacity projects which

will be considered reasonably funded for determining transportation concurrency and impact fees. The adoption of the six-year TIP will obligate the city to actively pursue funds as to implement the capacity component of the transportation improvement program as best possible with the available resources.

- Q. "System improvements" means public facilities that are included in the capital facilities plan and are designed to provide service areas within the community at large, in contrast to project improvements.

**15.60.020 Applicability.**

- A. The requirements of this chapter apply to all development activity in the city of Sedro-Woolley.
- B. Mitigation of impacts on transportation, park, and fire department facilities located in jurisdictions outside the city will be required when:
1. The other effective jurisdiction has reviewed the development's impact under its adopted impact fee/mitigation regulations and has recommended to the city that the city impose a requirement to mitigate the impacts; and
  2. There is an interlocal agreement between the city and the effective jurisdiction specifically addressing transportation, park or fire department impact identification and mitigation.

**15.60.030 Geographic scope.**

The boundaries within which impact fees shall be charged and collected are co-extensive with the corporate city limits, and shall include all unincorporated areas annexed to the city on and after the effective date of the ordinance codified in this chapter. After the adoption of interlocal agreements with other local and regional governments, geographic boundaries may be expanded consistent therewith to include the unincorporated Urban Growth Area as identified in the current Comprehensive Plan Map as now adopted or hereafter amended.

**15.60.040 Imposition of transportation impact fees.**

- A. The approving authority is hereby authorized to impose impact fees on new development according to the provisions of this chapter.
- B. Impact fees:
1. Shall only be imposed for system improvements that are reasonably related to the new development;
  2. Shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development;

3. Shall be used for system improvements that will reasonably benefit the new development; and
4. May be collected and spent only for system improvements which are addressed by the Sedro-Woolley Capital Facilities Plan, or other capital facilities plan for parks and fire department improvements identifying:
  - a. Deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time;
  - b. Additional demands placed on existing public facilities by new developments; and
  - c. Additional public facility improvements required to serve new development;
5. Should not be imposed to mitigate the same off-site facility impacts that are mitigated pursuant to any other law;
6. Should not be collected for improvements to state facilities outside the city boundaries unless the state requests such improvements and an agreement to collect such fees has been executed between the state/county and the city;
7. Shall not be collected for improvements to facilities in other jurisdictions unless the affected jurisdiction requests such improvement and an interlocal agreement has been executed between the city and the affected jurisdiction for the collection of such fees;
8. Shall be collected only once for each building permit, unless changes or modifications to the building permit are proposed which result in greater direct impacts on public facilities than were considered when the building permit was first approved.
9. Shall not be collected from any new or expanded city facilities, post offices or libraries.

**15.60.050 Transportation Fee schedules and establishment of service area.**

- A. Subject to the provisions of SWMC 15.60.060, the transportation impact fee shall be as set forth on Attachment A, attached hereto, and on file with the City Clerk. Attachment A shall provide:
  - a. the schedule of projects established by the City Council for which impact fees may be collected, which shall be a subset of the Sedro-Woolley Transportation Capital Facilities Plan of the Sedro-Woolley Comprehensive Plan and 2005 Transportation Plan;

- b. the cost of the projects on the schedule;
- c. a map dividing the City into zones based upon probable impact on planned transportation capital facility projects of development within the zones;
- d. the the amount of the transportation impact fees to be paid on a “per peak PM trip basis” to be paid by a development with a particular zone.

Attachment A shall not be codified, but shall be on file with this ordinance.

- B. The impact fee schedule of costs, as set out in Attachment A, shall be updated annually at a rate adjusted in accordance with the Engineering News Record (ENR) Construction Cost Index for the Seattle area, using a June-June annual measure to establish revised fee schedules effective July 1 of the current year.
- C. For the purpose of this chapter, the entire city shall be considered one service area.

**15.60.060 Calculation of transportation impact fees.**

- A. The director shall calculate the transportation impact fees as set forth in SWMC 15.60.050, subject to the provisions of this chapter.
- B. In determining the proportionate share, the method of calculating impact fees shall incorporate, among other things, the following:
  - 1. The cost of public streets and roads necessitated by new development;
  - 2. An adjustment to the cost of the public streets and roadways for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or proratable to the particular system improvement;
  - 3. The availability of other means of funding public street and roadway improvements;
  - 4. The cost of existing public street and roadway improvements; and
  - 5. The methods by which public street and roadway improvements were financed.
  - 6. The most recent ITE Trip Generation Manual and a report titled “Traffic Impact Fee Methodology”, dated November 2005, on file with the City Clerk.
- C. A credit, not to exceed the impact fee otherwise payable, shall be provided for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the capital facilities plan and on the TIF project list (Attachment A, attached to the ordinance codified in this section) and that are required by the city as a condition of approving the development activity. The determination of “value” shall be consistent

with the assumptions and methodology used by the city in estimating the capital improvement costs.

- D. The director may adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances in specific cases to ensure that impact fees are imposed fairly.
- E. The amount of fee to be imposed on a particular development may be adjusted by the director giving consideration to studies and other data available to the director or submitted by the developer demonstrating to the satisfaction of the director that an adjustment should be made in order to carry out the purposes of this chapter.
- F. The impact fee shall provide for system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed improvements; provided, that such fees shall not be imposed to make up for any system improvement deficiencies.

**15.60.070 Park Impact fee and establishment of service area.**

A. Subject to the provisions of SWMC 15.60.080, the parks impact fee assessed pursuant to this chapter shall be set forth on Attachment B, for each equivalent single family residential dwelling unit, whether a single family structure, a unit in a multi-family structure, a mobile or manufactured home on an individual lot or in a mobile home park, a detached relative cottage, or other dwelling unit, subject to the provisions in this chapter.

B. The impact fee set out in subsection A of this section shall be updated annually at a rate adjusted in accordance with the Engineering News Record (ENR) Construction Cost Index for the Seattle area, using a June-June annual measure to establish revised fee schedules effective July 1st of the current year.

C. For the purpose of this chapter, the entire city shall be considered one service area.

**15.60.080 Calculation of park impact fees.**

A. The director shall calculate the parks impact fees as set forth in SWMC 15.60.070, subject to the provisions of this chapter.

B. In determining the proportionate share, the method of calculating impact fees shall incorporate, among other things, the following:

1. The cost of public parks necessitated by new development;
2. An adjustment to the cost of the public parks for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or proratable to the particular system improvement;
3. The availability of other means of funding public parks improvements;
4. The cost of existing public parks improvements; and
5. The methods by which public parks improvements were financed.

C. A credit, not to exceed the impact fee otherwise payable, shall be provided for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the parks plan and that are required by the city as a condition of approving the development activity. The determination of “value”

shall be consistent with the assumptions and methodology used by the city in estimating the capital improvement costs.

D. The director may adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances in specific cases to ensure that impact fees are imposed fairly.

E. The amount of fee to be imposed on a particular development may be adjusted by the director giving consideration to studies and other data available to the director or submitted by the developer demonstrating to the satisfaction of the director that an adjustment should be made in order to carry out the purposes of this chapter.

F. The impact fee shall provide for system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed improvements; provided, that such fees shall not be imposed to make up for any system improvement deficiencies.

#### **15.60.090 Fire Department Impact fee and establishment of service area.**

A. Subject to the provisions of SWMC 15.60.100, the fire department facilities impact fee assessed pursuant to this chapter shall be calculated as set forth on Attachment C.

B. The impact fee set out in subsection A of this section shall be updated annually at a rate adjusted in accordance with the Engineering News Record (ENR) Construction Cost Index for the Seattle area, using a June-June annual measure to establish revised fee schedules effective July 1st of the current year.

C. For the purpose of this chapter, the entire city shall be considered one service area.

#### **15.60.100 Calculation of Fire Department impact fees.**

A. The director shall calculate the fire department impact fees as set forth in SWMC 15.60.090, subject to the provisions of this chapter.

B. In determining the proportionate share, the method of calculating impact fees shall incorporate, among other things, the following:

1. The cost of public fire department facilities necessitated by new development;
2. An adjustment to the cost of the fire department facilities for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or proratable to the particular system improvement;
3. The availability of other means of funding fire department facilities improvements;
4. The cost of existing fire department facilities improvements; and
5. The methods by which public parks improvements were financed.

C. A credit, not to exceed the impact fee otherwise payable, shall be provided for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the parks plan and that are required by the city as a condition of approving the development activity. The determination of "value" shall be consistent with the assumptions and methodology used by the city in estimating the capital improvement costs.

D. The director may adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances in specific cases to ensure that impact fees are imposed fairly.

E. The amount of fee to be imposed on a particular development may be adjusted by the director giving consideration to studies and other data available to the director or submitted by the developer demonstrating to the satisfaction of the director that an adjustment should be made in order to carry out the purposes of this chapter.

F. The impact fee shall provide for system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed improvements; provided, that such fees shall not be imposed to make up for any system improvement deficiencies.

**15.60.110 Payment of fees.**

A. All developers shall pay an impact fee in accordance with the provisions of this chapter at the time that the applicable building permit is ready for issuance.

It is the intention of this ordinance that fees shall generally be due at time of issuance of building permits, rather than at time of subdivision or construction of unoccupied infrastructure not generating immediate impacts. However, if no building permit will be required of a project, then the impact fee may be assessed for any other development activity permit or development approval generating an impact for which the fee is required. The fee paid shall be the amount in effect as of the date of the permit application or approval is deemed completed and vested.

B. All developers shall pay an impact administrative fee at the time of application for a building permit or other permit or approval as set forth in the fee schedule adopted by resolution or ordinance of the city council.

C. The impact fee, as initially calculated after issuance for a building permit or other permit or approval, shall be recalculated at the time of payment if the development is modified or conditioned in such a way as to alter the trip generation rate for the development.

D. No building permit (or other applicable permit or approval) shall be issued until the impact fee is paid.

E. Impact fees may be paid under protest in order to obtain a permit or other approval of development activity.

**15.60.120 Project list.**

A. The director shall commonly review the city's comprehensive land use and transportation plan ("comprehensive plan"), capital facilities plan, and the projects in Attachment A, attached to the ordinance codified in this section, and shall:

1. Identify each project in the comprehensive plan that is growth-related and the proportion of each such project that is growth-related;
2. Forecast the total moneys available from taxes and other public sources for road improvements over the next six years;
3. Calculate the amount of impact fees already paid; and
4. Identify those comprehensive plan projects that have been or are being built but whose performance capacity has not been fully utilized.

- B. The director may use this information to prepare an annual draft amendment to Attachment A, which shall comprise:
  - 1. The projects on the comprehensive plan that are growth-related and that should be funded with forecast public moneys and the impact fees already paid;
  - 2. The projects already built or funded pursuant to this chapter whose performance capacity has not been fully utilized; and
  - 3. An update of the estimated costs of the projects listed.
- C. The council, at the same time that it adopts the annual budget and appropriates funds for capital improvement projects, shall by separate ordinance establish the annual Attachment A by adopting, with or without modification, the director's draft list.
- D. Once a project is placed on Attachment A, a fee shall be imposed on every development that impacts the project until the project is removed from the list by one of the following means:
  - 1. The council by ordinance removes the project from Attachment A, in which case the fees already collected will be refunded if necessary to ensure that impact fees remain reasonably related to the traffic impacts of development that have paid an impact fee; provided, that a refund shall not be necessary if the council transfers the fees to the budget of another project that the council determines will mitigate essentially the same traffic impacts; or
  - 2. The impact fee share of the project has been fully funded, in which case the director shall administratively remove the project from the project list.

**15.60.130 Funding of projects.**

- A. A transportation impact fee restricted cash fund is hereby created. The finance director shall be the fund manager. Transportation impact fees shall be placed in appropriate deposit accounts within the transportation impact fee fund.
- B. The transportation impact fees paid to the city shall be held and disbursed as follows:
  - 1. The transportation, parks, and fire department impact fees collected shall be placed in separate deposit accounts within the impact fee fund;
  - 2. When the council appropriates capital improvement project (CIP) funds for a project on the project list, the fees held in the appropriate impact fee fund shall be transferred to the appropriate CIP fund. The non-impact fee moneys appropriated for the project may comprise both the public share of the project cost and an advancement of that portion of the private share that has not yet been collected in impact fees;

3. The first money spent by the director on a project after a council appropriation shall be deemed to be the fees from the impact fee fund;
  4. Fees collected after a project has been fully funded by means of one or more council appropriations shall constitute reimbursement to the city of the public moneys advanced for the private share of the project.
  5. All interest earned on impact fees paid shall be retained in the account and expended for the purpose or purposes for which the transportation impact fees were imposed.
- C. Projects shall be funded by a balance between impact fees and public funds, and shall not be funded solely by transportation impact fees.
- D. Impact fees shall be expended or encumbered for a permissible use within six years of receipt, unless there exists an agreement extending the time or extraordinary or compelling reason for fees to be held longer than six years. The finance director may recommend to the council that the city hold fees beyond six years in cases where extraordinary or compelling reasons exist. Such reasons shall be identified in written findings by the council.
- E. The finance director shall prepare an annual report on the transportation impact fee account showing the source and amount of all moneys collected, earned or received and projects that were financed in whole or in part by transportation impact fees.

#### **15.60.140 Refunds.**

- A. A developer may request and shall receive a refund when the developer does not proceed with the development activity for which impact fees were paid, and the developer shows that no impact has resulted; however, the impact fee administrative fee shall not be refunded.
- B. If an owner appears to be entitled to a refund of impact fees, the finance director shall notify the owner by first class mail deposited with the United States Postal Service at their last known address. The owner must submit a request for a refund to the finance director in writing within one year of the date the right to claim the refund arises or the date the notice is given, whichever is later. Any impact fees that are not expended or encumbered within the time limitations established by Sedro-Woolley Municipal Code 15.60 and for which no application for a refund has been made within this one-year period, shall be retained and expended on any project.
- C. In the event that impact fees must be refunded for any reason, they shall be refunded with interest earned to the owners of the benefited property as they appear of record with the Skagit County assessor at the time of refund. In the event of a dispute or uncertainty as to who is entitled to receipt, the funds may be paid into the registry of the Skagit County Superior Court. The City may require a release and hold harmless agreement from any recipient of refunded fees as a condition of payment.

D. When the city seeks to terminate any or all impact fee requirements, all unexpended or unencumbered funds shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the city shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first class mail to the last known address of claimants. Claimants shall request refunds as in subsection B of this section. All funds available for refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the city, but must be expended on any city projects. This notice requirement shall not apply if there are no unexpended or unencumbered balances within an account or accounts being terminated.

**15.60.150 Appeals.**

- A. A developer may appeal the amount of an impact fee determined by the director to the Sedro-Woolley Planning Commission as provided in Sedro-Woolley Municipal Code Title 2.90.
- B. In order to appeal, the developer must pay the fee or post a bond or other acceptable security for the fee. Notice of appeal must be filed within 14 days of issuance of a building permit or other land use approval or decision for which the fee was required.
- C. The developer shall bear the burden of proving:
  - 1. That the director committed error in calculating the developer's proportionate share, as determined by an individual fee calculation or, if relevant, as set forth in the fee schedule, or in granting credit for the benefit factors; or
  - 2. That the director based his determination upon incorrect data.
- D. The hearing body shall shall affirm the decision of the director, modify the decision of the director and recalculate the fee or credit, or remand the matter back to the director for additional findings and recomputation of the fee or credit.

**15.60.160 Relationship to SEPA.**

- A. All development shall be subject to environmental review as provided by SEPA and other applicable city ordinances and regulations.
- B. Payment of the impact fee shall constitute satisfactory mitigation of those impacts related to the specific improvements identified on the project list (Attachment A, attached to the ordinance codified in this section).
- C. Further mitigation in addition to the impact fee shall be required for identified adverse impacts appropriate for mitigation pursuant to SEPA that are not mitigated by an impact fee.

D. Nothing in this chapter shall be construed to limit the city's authority to deny building permits when a proposal would result in significant adverse impacts identified in an environmental impact statement and reasonable mitigation measures are insufficient to mitigate the identified impact.

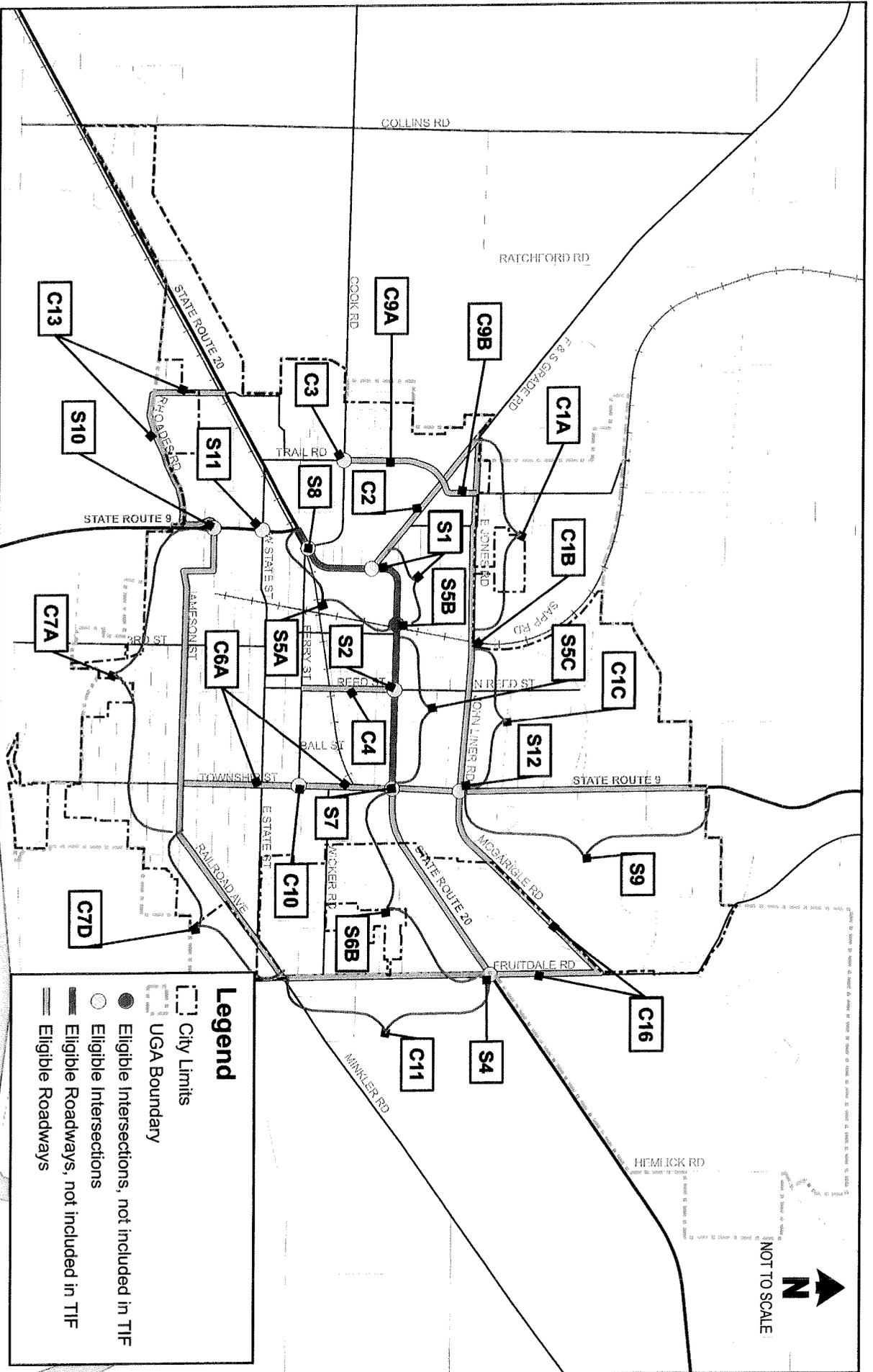
**15.60.170 Relationship to concurrency.**

Neither compliance with this chapter or the payment of any fee hereunder shall constitute a determination of concurrency under Chapter 15.56 of the Sedro-Woolley Municipal Code.

**15.60.180 Necessity of compliance.**

A building permit issued after the effective date of the ordinance codified in this section shall be null and void if issued without substantial compliance with this chapter by the department, the approving authority and the director.

**ATTACHMENT A ~ TRANSPORTATION IMPACT FEE PROJECT LIST AND MAP**



# Attachment A

## Transportation Impact Fee Eligible Improvement Projects

### Sedro Woolley Transportation Impact Fee Ordinance

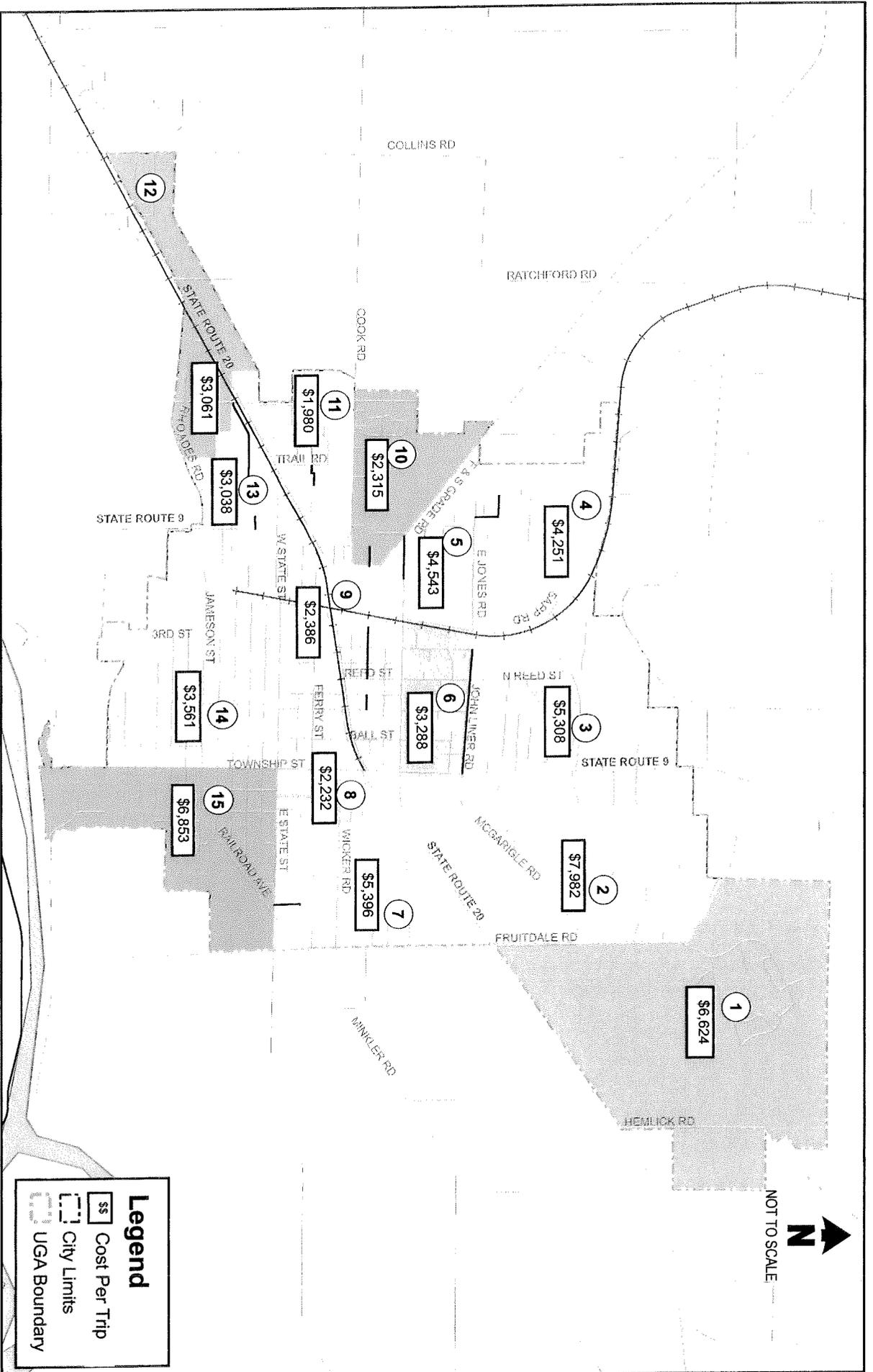
ATTACHMENT A. SEDRO-WOOLLEY  
Transportation Improvement Projects and Programs

Project ID#	Project Name	Project Limits	Project Description	In TIF?	Total Cost (\$1,000's)	Socio-Economic Cost (\$1,000's)	TIF Eligible (Y/N)	Traffic Impact Score		Comments
								Reason for Improvement	TIF Eligible (% of Total)	
S1	SR 20 / FAS Grade Rd Improvements (Shoulder Access)	FAS Grade Rd to Sapp Road Bridge (MP 65.15 to 65.47)	Install traffic signal, realign FAS skew, and improve access to Sapp Road Bridge. Relocate 50-degree corner (Shoulder Corner)	Yes	\$1,650	\$750	Yes	Existing & Future Growth	95%	Joint project with WSDOT and Skagit County. In design phase
S2	SR 20 / Road St Intersection Improvements	Intersection (MP 65.70 to 65.72)	Construct intersection improvements including traffic signal	Yes	\$430	\$215	Yes	Existing & Future Growth	66%	
S3	SR 20 / N Ball St Intersection Improvements	Intersection (MP 65.90 to 66.02)	Widen to 5 lanes, improve real, add curb, gutter, and construct intersection improvements including traffic signal	Yes	\$350	\$175	No	Site Specific Improvement	0%	WSDOT and developer funded
S4	SR 20 / Fratidae Rd Intersection Improvements	Intersection (MP 66.70 to 66.86)	Widen roadway to 5 lanes. Construct to principal arterial standards including curb & gutter, sidewalks, and bike lanes	No	\$370	\$370	Yes	Future Growth Capacity and Safety	100%	Improvements needed to provide capacity and enhance future safety due to growth.
S5A <sup>(1)</sup>	SR 20 Widening - Phase 1	SR 9 to Stepp Rd (MP 64.75 to 65.46)	Widen roadway to 5 lanes. Construct to principal arterial standards including curb & gutter, sidewalks, and bike lanes	No	\$3,760	\$1,880	Yes	Capacity	100%	TIF Eligible but not included in TIF program
S5B <sup>(2)</sup>	SR 20 Widening - Phase 2 When RR Bridge / Remove Sapp Rd Intersection	Intersection (MP 65.45 to 65.48)	Relocate BRSE RR crossing with structure wide enough to accommodate roadway widening along SR 20 (approximately 90 feet)	Yes	\$6,790	\$3,395	Yes	Capacity	100%	Cost assumes construction of temporary structure to maintain RR operations during project. TIF Eligible but not included in TIF program
S5C <sup>(3)</sup>	SR 20 Widening - Phase 3 Sapp Rd Intersection	Sapp Rd to Township Rd (MP 65.46 to 66.50)	Widen roadway to 5 lanes. Construct to principal arterial standards including curb & gutter, sidewalks, and bike lanes	No	\$3,990	\$1,995	Yes	Capacity	100%	TIF Eligible but not included in TIF program
S6A	SR 20 Safety Improvements	SR 9 to Fratidae Rd (MP 66.30 to 67.20)	Improve roadway to principal arterial standards with 3 lanes curb & gutter, painted strip, and sidewalks	No	\$370	\$185	No	Existing Dulicency	0%	
S6B	SR 20 Improvements	SR 9 to Fratidae Rd (MP 66.30 to 67.20)	Widen roadway to include dedicated northbound and southbound left-turn lanes. Review and upgrade traffic signs to include permissive/prohibited north-south phasing	No	\$1,900	\$950	Yes	Urban Improvements Capacity	100%	Urban improvements needed due to increased traffic volumes.
S7	SR 20 / Township Rd (SR 9) Intersection Improvements	Intersection (MP 57.17 to 57.25)	Widen the north approach of Cook Road to include dual SB left-turn lanes. Construct to principal arterial standards including 3 lanes curb & gutter, painted strip, sidewalks, and sidewalks	No	\$490	\$245	Yes	Capacity & Urban Improvements	66%	Urban improvements needed due to increased traffic volumes.
S8	SR 20 / Cook Rd Intersection Improvements	Intersection	Widen the north approach of Cook Road to include dual SB left-turn lanes. Construct to principal arterial standards including 3 lanes curb & gutter, painted strip, sidewalks, and sidewalks	Yes	\$2,400	\$1,200	Yes	Capacity & Urban Improvements	50%	
S9	North Township St (SR 9) Arterial Improvements	Intersection	Construct intersection improvements to include traffic signal or roundabout	No	\$620	\$310	Yes	Capacity	100%	
S10	SR 9 / Nelson St Intersection Improvements	Intersection	Construct intersection improvements to include traffic signal or roundabout	No	\$620	\$310	Yes	Capacity	100%	
S11	SR 9 / W. Slink St Intersection Improvements	Intersection	Construct intersection improvements to include traffic signal or roundabout	No	\$490	\$245	Yes	Capacity	100%	
S12	SR 9 / John Limer Rd Intersection Improvements	Intersection	Construct intersection improvements to include traffic signal or roundabout	No	\$490	\$245	Yes	Capacity	100%	
C1A	John Limer Rd Arterial Improvements	FAS Grade Rd to John Limer Rd/BRSE	Realign John Limer Rd to meet arterial standards including 3 lanes, dual lane, curb and gutter, painted strip, sidewalks, and sidewalks	Yes	\$2,570	\$2,570	Yes	Design Standard & Capacity	100%	
C1B	John Limer Rd / John Limer Rd RR Undercrossing	John Limer Rd to John Limer Rd	Construct new BRSE Railroad undercrossing wide enough for minor arterial improvements along John Limer Rd & John Limer Rd (approximately 90 feet). Construct through existing underpass (by John Limer Rd to John Limer Rd)	Yes	\$2,000	\$2,000	Yes	Design Standard & Capacity	100%	
C1C	John Limer Rd Arterial Improvements	John Limer Rd to SR 9	Widen and improve John Limer Rd to meet arterial standards from new RR crossing to SR 9. Includes 3 lanes, curb and gutter, painted strip, sidewalks, and sidewalks	Yes	\$1,200	\$1,200	Yes	Design Standard & Capacity	33%	Existing road design is deficient in areas serving existing suburban towns of development.
C2	FAS Grade Arterial Improvements	SR 20 to city limits	Widen and improve FAS Grade to meet arterial standards, including sidewalks and bike lanes. Coordinate with needed sewer installation.	Yes	\$1,940	\$1,940	Yes	Design Standard & Capacity	100%	
C3	Cook Rd / Trail Rd Intersection Improvements	Intersection	Construct intersection improvements including traffic signal, sidewalks, and bike lanes	Yes	\$290	\$190	Yes	Intersection Capacity	100%	
C4	Road Ave Reconstruction	Ferry St to SR 20	Widen and reconstruct existing roadway facilities to include sidewalks, sidewalks, and bike lanes. Some right-of-way may be included.	Yes	\$1,590	\$1,590	Yes	Design Standard & Capacity	33%	
C5	3rd St Reconstruction	Starting St to State St	Overlay 3rd St and coordinate crossing improvements at 3rd St and State St	Yes	\$350	\$350	No	Existing Dulicency	0%	
C6A	South Township St Arterial Improvements	State St to SR 20	Widen and reconstruct existing roadway facilities to include sidewalks, sidewalks, and bike lanes. Some right-of-way may be included.	Yes	\$2,250	\$2,250	Partial	Design Standard & Capacity	30%	Existing road design is deficient in areas serving existing suburban towns of development.
C6B	South Township St Arterial Improvements	River Rd to Johnson St	Widen and reconstruct existing roadway facilities to include sidewalks, sidewalks, and bike lanes. Some right-of-way may be included.	Yes	\$1,280	\$1,280	No	Design Standard	0%	Project supports traffic circulation around the south end of town.

ATTACHMENT A SEDRO-WOOLLEY  
Transportation Improvement Projects and Programs

Project Type	MAP ID #	Project Name	Project Limits	Project Description	Cost		TF Eligible		Traffic Impact Fees		Comments	
					Existing	TP21	Yes	(N/A)	Reason for Improvement	TF Eligible (% of Total)		
CITYWIDE TRANSPORTATION PROGRAMS	C7A	Jamerson St Arterial Improvements	SR 9 to Railroad St	Widen and rebuild Jamerson St to minor standards including 3 lanes, curb & gutter, bike lanes, planter strip, and sidewalks. Some right-of-way may be required.	Yes	\$2,500	Yes	Partial	Design Standard & Future Growth	55%	Coordinate with Project C14 when rail property redevelops.	
	C7B	Jamerson St / 11th St Intersection Improvements	Intersection	Change access on 11th St to right-of-way out.	Yes	\$50	Yes	No	Safety	0%		
	C7C	Railroad St / Jamerson St Intersection Improvements	Intersection	Improve intersection. Construct roundabout.	Yes	\$400	Yes	No	Safety	0%		
	C7D	Railroad St Arterial Improvements	Jamerson St to Fruittree Rd	Widen and rebuild Railroad St to minor standards including 3 lanes, curb & gutter, bike lanes, planter strip, and sidewalks. Some right-of-way may be required.	Yes	\$1,880	Yes	Partial	Design Standard & Future Growth	70%		
	C8	State St Sidewalks	Mudrock St to Townville St	Construct sidewalks, ADA ramps, and other pedestrian improvements along north side of State St.	Yes	\$100	Yes	No	Existing Deficiency	0%		
	C8A	Trail Rd Extension	FAS Grade to Jones Rd	Construct new collector arterial.	No	\$1,000	Yes	Yes	Improvement	100%		
	C8B	Section of Egan Rd Extension	FAS Grade to Jones Rd	Construct new collector arterial.	No	\$50	Yes	Yes	Improvement	100%	Timing is dependent on widening of SR 20.	
	C10	Township St / Ferry St Intersection Improvements	Intersection	Construct intersection improvements to include an all-way stop.	No	\$50	Yes	Yes	Capacity	100%		
	C11	Fruittree Rd	SR 20 to Railroad Ave	Reconstruct roadway to minor arterial standards including curb & gutter, bike lanes, sidewalks, and stormwater facilities. Enhance pedestrian safety.	No	\$2,580	Yes	Partial	Design Standard & Future Growth	40%	Joint project with Skagit County and the Upper Skagit Tribe / Bureau of Indian Affairs. Improver roadway will serve as main access for the Skagit Tribal Center and adjacent recreation areas.	
	C12	Hemlock Rd Improvements	SR 20 to Hemlock Lane	Reconstruct roadway to improve drainage and roadway curb & gutter, bike lanes, sidewalks, and stormwater facilities. Enhance pedestrian safety.	Yes	\$4,680	Yes	No	Future Growth	0%		
	C13	Rhodora Rd Arterial Improvements	SR 9 to SR 20	Reconstruct roadway to minor arterial standards including curb & gutter, bike lanes, sidewalks, and stormwater facilities. Enhance pedestrian safety.	No	\$2,870	Yes	Partial	Design Standard & Future Growth	85%	Would be implemented with redevelopment of the mill property. Condition of development.	
	C14	Jamerson St	SR 9 to Baby Rd	Enhance pedestrian safety. Construct new collector arterial.	No	\$700	No	No	Condition of Development	0%	Joint project with Skagit County. Initial roadway may include 90 degree turns. A more direct route with a horizontal curve is desired and should be pursued with development in the corridor.	
	C15	Rhodora Rd Extension	SR 20 to Cook Rd	Construct new collector arterial.	No	\$1,250	No	No	Development	0%	Joint project with Skagit County.	
	C16	McGarvie Rd / Fruittree Rd Arterial Improvements	Townville St to Fruittree Rd / McGarvie Rd SR 9 and SR 20 within City	Reconstruct roadway to minor arterial standards including curb & gutter, bike lanes, sidewalks, and stormwater facilities. Enhance pedestrian safety. Spot improvements along SR 20 and SR 9 within City to resolve safety, operational, and non-motorized deficiencies if needed prior to specific identified improvements.	Yes	\$2,250	Yes	Partial	Design Standard & Future Growth	80%	Coordinate with projects S1 thru S12. Approximately \$50,000/year.	
			Program	Downtown	Improve urban sidewalk with front-end Capital Budget. Budget when 12 feet right-of-way exists and improve pedestrian crossings.	Yes	\$150	Yes	No	Road Standard		
		Sidewalk Improvement Program	Citywide	Annual program to construct missing sidewalk links, repair existing sidewalks, improve crosswalk signing and markings, and install ADA accessible curb ramps at intersections.	No	\$500	No	No	Continuity and Standards		Approximately \$25,000/year.	
		Miscellaneous Street Maintenance	Citywide	Annual program to address miscellaneous capital projects to address conditions affecting street and related to the City's transportation infrastructure.	No	\$13,000	No	No	Ongoing Maintenance		Approximately \$60,000/year.	
<b>TOTAL</b>						<b>\$84,250</b>					<b>\$64,435</b>	

- Notes:
- Use the MAP ID to locate the project on Figures.
  - In Existing TIF? - Project is identified in City's current Transportation Improvement Program (2005 to 2010) or is funded as part of State's Transportation Plan.
  - Planning level project cost estimate is \$1,000s of year 2009 dollars. Costs were obtained from the City's current TIF or estimated based on average linear foot costs from recent projects.
  - TP21 project cost estimate is \$1,000s of year 2020 dollars. Costs were obtained from the City's current TIF or estimated based on average linear foot costs from recent projects.
  - TF Eligible status included in TIF program.

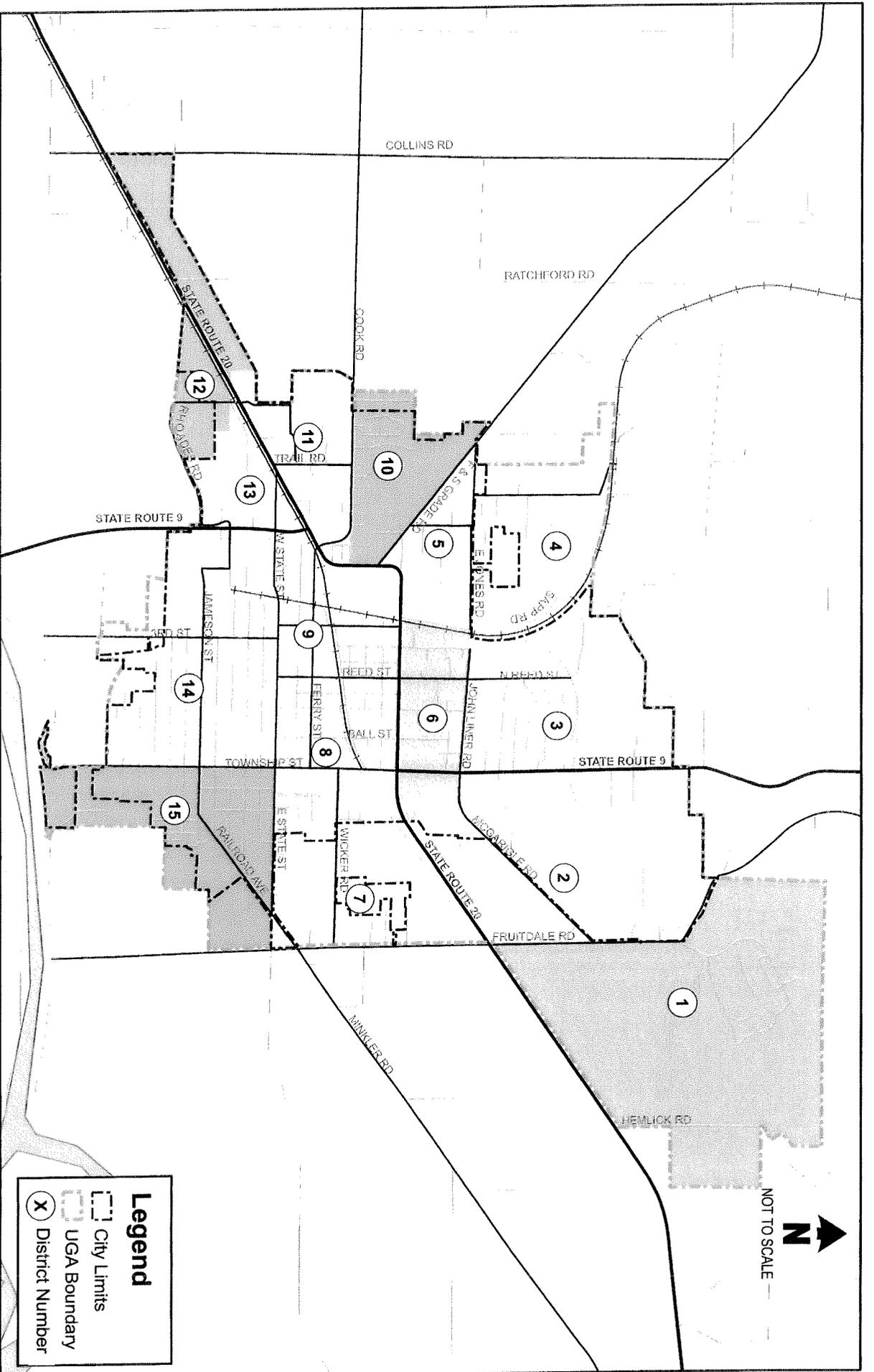


# Attachment A

Impact Fee Cost Per PM Peak Hour Trip by District - Adopted Fees Without the Three SR 20 Improvements

Sedro Woolley Transportation Impact Fee Ordinance





# Attachment A

## Transportation Impact Fee Districts

### Sedro Woolley Transportation Impact Fee Ordinance

ATTACHMENT A. SEDRO-MOULLEY  
Transportation Improvement Projects and Programs

Project ID	Project Name	Project Limits	Project Description	Cost		Traffic Impact Fees		Comments	
				Total Cost	State/Local Cost	TIF Eligible Improvement (Y/N)	Reason for Improvement		TIF Eligible (% of Total)
S1	SR 20 / FAS Grade Rd Improvements (Signal St/Access)	FAS Grade Rd to Signal St/Access (MP 65.15 to 65.47)	Install traffic signal, realign FAS slow, and improve access into Signal St/Access. Bridge Signal St/Access over "Bendy Corner".	\$1,650	\$1,650	Yes	Partial	Existing & Future Growth	Joint project with WSDOT and Skagit County. In design phase.
S2	SR 20 / Road St Intersection Improvements	Intersection (MP 65.70 to 65.72)	Construct intersection improvements including traffic signal.	\$350	\$350	Yes	Partial	Existing & Future Growth	WSDOT and developer funded
S3	SR 20 / N Ball St Intersection Improvements	Intersection (MP 65.90 to 66.02)	Widen N Ball St, improve real, add curb, gutter, and sidewalks. Construct intersection improvements including traffic signal.	\$350	\$350	Yes	No	Site Specific Improvement	WSDOT and developer funded
S4	SR 20 / Friddle Rd Intersection Improvements	Intersection (MP 66.70 to 66.88)	Widen roadway to 5 lanes. Construct to principal arterial standards including curb & gutter, sidewalks, and bike lanes.	\$350	\$350	Yes	Yes	Future Growth Capacity and Safety	Improvements needed to provide capacity and enhance future safety due to growth.
S4A	SR 20 Widening - Phase 1	SR 9 to Signal Rd (MP 64.75 to 65.46)	Widen roadway to 5 lanes. Construct to principal arterial standards including curb & gutter, sidewalks, and bike lanes.	\$3,760	\$1,880	Yes	Yes	Corridor Capacity	TIF Eligible but not included in TIF program
S4B	SR 20 Widening - Phase 2	Intersection (MP 65.45 to 65.48)	Construct BNSF RR easement with standard width enough to accommodate roadway widening using SR 20 (approximately 90 feet).	\$2,200	\$2,200	Yes	Yes	Corridor Capacity	Cost measure comparable of temporary standards to maintain RR operations during project. TIF Eligible but not included in TIF program
S4C	SR 20 Widening - Phase 3	Signal Rd to Township Rd (MP 65.46 to 66.30)	Widen roadway to 5 lanes. Construct to principal arterial standards including curb & gutter, sidewalks, and bike lanes.	\$3,390	\$1,995	Yes	Yes	Corridor Capacity	TIF Eligible but not included in TIF program
S5A	SR 20 Safety Improvements	Signal Rd to Friddle Rd (MP 66.30 to 67.00)	Improve intersection signage, and intersection sight triangles. Provide right turn detection lanes.	\$370	\$185	No	No	Existing Deficiency	
S5B	SR 20 Improvements	SR 9 to Friddle Rd (MP 66.30 to 67.00)	Improve roadway to principal arterial standards with 3 lanes curb & gutter, dealer strip, and sidewalks.	\$1,900	\$950	Yes	Yes	Urban Improvements	Urban Improvements needed due to increased traffic volumes.
S7	SR 20 / Township Rd (SR 9) Intersection Improvements	Intersection (MP 57.17 to 57.25)	Widen roadway to include dedicated northbound and southbound lanes. Improve intersection signage to include permit-synchronized north-south phasing.	\$450	\$225	Yes	Yes	Intersection Capacity	
S8	SR 20 / Cook Rd Intersection Improvements	Intersection	Widen the north approach of Cook Road to include dual SB left-turn lanes. Coordinate improvements with SR 20 widening project (SR 10A).	\$430	\$215	Yes	Yes	Intersection Capacity	
S9	North Township St (SR 9) Arterial Improvements	SR 20 to city limits	Widen and improve arterial standards including 3 lanes, curb & gutter, bike lanes, dealer strip, sidewalks. Some right-of-way may be required.	\$2,400	\$2,400	Yes	Partial	Capacity & Urban	Urban Improvements needed due to increased traffic volumes.
S10	SR 9 / Nelson St Intersection Improvements	Intersection	Construct intersection improvements to include traffic signal or roundabout.	\$520	\$310	No	Yes	Existing Deficiency & Future Growth	
S11	SR 9 / N Y St Intersection Improvements	Intersection	Construct intersection improvements to include traffic signal or roundabout.	\$520	\$310	No	Yes	Future Growth	
S12	SR 9 / John Liner Rd Intersection Improvements	Intersection	Construct intersection improvements to include traffic signal or roundabout.	\$450	\$215	Yes	Yes	Intersection Capacity	
C1A	John Liner Rd Arterial Improvements	FAS Grade Rd to John Liner Rd/BNSF	Widen and improve John Liner Rd to minor arterial standards from new RR crossing to SR 9. Includes 3 lanes, curb and gutter, bike lanes, and sidewalks. Some right-of-way may be required.	\$2,370	\$2,370	Yes	Yes	Design Standard & Capacity	Existing road design is deficient in areas serving existing suburban levels of development.
C1B	Home Rd / John Liner Rd PRT Undercrossing	Home Rd to John Liner Rd	Improve and widen SR 9 to minor arterial standards including 3 lanes, curb and gutter, bike lanes, and sidewalks. Coordinate with roundabout sewer installation.	\$2,000	\$2,000	Yes	Yes	Design Standard & Capacity	Existing road design is deficient in areas serving existing suburban levels of development.
C1C	John Liner Rd Arterial Improvements	Johns RD/BNSF to SR 9	Widen and improve John Liner Rd to minor arterial standards from new RR crossing to SR 9. Includes 3 lanes, curb and gutter, bike lanes, and sidewalks. Coordinate with roundabout sewer installation.	\$2,220	\$2,220	Yes	Yes	Design Standard & Capacity	Existing road design is deficient in areas serving existing suburban levels of development.
C2	FAS Grade Arterial Improvements	SR 20 to city limits	Improve and widen FAS Grade to minor arterial standards including 3 lanes, curb and gutter, bike lanes, and sidewalks. Coordinate with roundabout sewer installation.	\$1,500	\$1,500	Yes	Yes	Design Standard & Capacity	
C3	Cook Rd / Trail Rd Intersection Improvements	Intersection	Construct intersection improvements including traffic signal.	\$175	\$190	Yes	Yes	Intersection Capacity	
C4	Road Ave Reconstruction	Ferry St to SR 20	Widen and reconstruct existing roadway facilities to include 3 lanes, curb & gutter, sidewalks, on-street parking, and stormwater gutters.	\$1,250	\$1,250	Yes	Partial	Design Standard & Capacity	
C5	3rd St Resurfacing	Shifting St to State St	Overlay and 3rd and coordinate crossing improvements at State St.	\$350	\$350	Yes	No	Existing Deficiency	
C6A	South Township St Arterial Improvements	Johns RD to SR 20	Widen and rebuild Township St to minor arterial standards including 3 lanes, curb & gutter, bike lanes, dealer strip, and sidewalks. Some right-of-way may be required.	\$2,250	\$2,250	Yes	Partial	Design Standard & Capacity	Existing road design is deficient in areas serving existing suburban levels of development.
C6B	South Township St Arterial Improvements	Home Rd to Johnson St	Widen and rebuild Township St to minor arterial standards including 3 lanes, curb & gutter, bike lanes, dealer strip, and sidewalks. Some right-of-way may be required.	\$1,290	\$1,290	Yes	No	Design Standard	Project supports traffic circulation around the south end of town.

ATTACHMENT A SEDRO-WOOLLEY  
Transportation Improvement Projects and Programs

Project ID #	Project Name	Project Limits	Project Description	In Existing TIF? (Yes/No)	Total Cost (\$)	Sedro-Woolley Cost (\$)	TIF Eligible (Y/N)	Traffic Impact Fees			Comments
								Reason for Improvement (% of Total)	TIF Eligible (% of Total)	Comments	
C7A	Jamison St Arterial Improvements	SR 9 to Railroad St	Widen and rebuild Jamison St to meet standards including 3 lanes, curb & gutter, bike lanes, planter strip, and sidewalks. Some right-of-way may be required.	Yes	\$3,330	\$3,330	Partial	Design Standard & Future Growth	55%	Coordinate with Project C14 when mill property redevelops.	
C7B	Jamison St / 11th St Intersection Improvements	Intersection	Change access on 11th St to right-of-way.	Yes	\$50	\$50	No	Safety	0%		
C7C	Railroad St / Jamison St Intersection Improvements	Intersection	Improve intersection. Construct roundabout.	Yes	\$400	\$400	No	Safety	0%		
C7D	Railroad St Arterial Improvements	Jamison St to Fuldale Rd	Widen and rebuild Railroad St to meet standards including 3 lanes, curb & gutter, bike lanes, planter strip, and sidewalks. Some right-of-way may be required.	Yes	\$1,980	\$1,980	Yes	Design Standard & Future Growth	70%		
C8	State St Sidewalks	Murdock St to Township St	Construct sidewalks, ADA ramps, and other pedestrian improvements along north side of State St.	Yes	\$100	\$100	No	Existing	0%		
C9A	Trial Rd Extension	Cook Rd to F&S Grade	Construct new collector arterial.	No	\$2340	\$2340	Yes	Improvement	100%		
C9B	Garden of Eden Rd Extension	F&S Grade to Jewey Rd	Construct new collector arterial.	No	\$1,000	\$1,000	Yes	Improvement	100%		
C10	Township St / Ferry St Intersection Improvements	Intersection	Construct intersection improvements to include an all-way stop.	No	\$50	\$50	Yes	Capacity	40%		
C11	Henrick Rd Improvements	SR 20 to Henrick Lane	Reconstruct roadway to minor arterial standards including curb & gutter, bike lanes, sidewalks, and stormwater facilities.	Yes	\$4,650	\$20	No	Design Standard & Future Growth	0%	Joint project with Skagit County and the Upper Skagit Tribe / Bureau of Indian Affairs. Improved roadway will serve as main access for the Skagit Tribal Center and adjacent recreation areas.	
C12	Rhodex Rd Arterial Improvements	SR 9 to SR 20	Reconstruct roadway to minor arterial standards including curb & gutter, bike lanes, sidewalks, and stormwater facilities.	No	\$2,870	\$2,870	Yes	Design Standard & Future Growth	85%		
C14	Jamison St	SR 9 to Bailey Rd	Extend existing minor arterial.	No	\$700	\$700	No	Condition of Development	0%	Would be implemented with redevelopment of the mill property. Condition of development.	
C15	Rhodex Rd Extension	SR 20 to Cook Rd	Construct new collector arterial.	No	\$1,220	\$920	No	Condition of Development	0%	Joint project with Skagit County. Initial roadway may include 90 degree turns. A more direct route with a horizontal curve is desired and should be pursued with joint effort with Skagit County.	
C16	McCarrie Rd / Fuldale Rd Arterial Improvements	Township St to Fuldale Rd / McCarrie Rd to SR 20	Reconstruct roadway to minor arterial standards including curb & gutter, bike lanes, sidewalks, and stormwater facilities. Enhance pedestrian safety.	Yes	\$5,230	\$3,430	Yes	Design Standard & Future Growth	80%	Coordinate with projects ST thru ST12. Approximately \$50,000/year.	
	State Highway Safety, Operations and Non-Program Improvements	SR 9 and SR 20 within City	Spot improvements along SR 20 and SR 9 within City to resolve safety, operational, and non-resolve deficiencies. If needed prior to specific identified improvements.	Yes	\$1,000	\$1,000	No	Ongoing Maintenance			
	Central Business District Sidewalk Improvements	Downtown	Improve various sidewalks within downtown. Construct Business District and widen to 12 feet. Install bulb-outs and improve pedestrian crossings.	Yes	\$150	\$150	No	Road Standards			
	Sidewalk Improvement Program	Citywide	Annual program to construct missing sidewalk links, repair existing sidewalks, improve crosswalk signing and markings, and install ADA accessible curb ramps at transit stops.	No	\$500	\$500	No	Continuity and Standards		Approximately \$25,000/year.	
	Maintenance Street Improvement Program	Citywide	Annual program to address maintenance capital needs.	Yes	\$1,000	\$1,000	No	Ongoing Maintenance		Approximately \$50,000/year.	
	Street Overlay, Maintenance and Operations	Citywide	Annual program to maintain and operate the city's transportation infrastructure.	No	\$13,000	\$13,000	No	Ongoing Maintenance		Approximately \$550,000/year.	
				TOTAL	\$84,230	\$54,435					

- Notes:
- Use the MAP ID to locate the project on Figure 1.
  - Project estimates are based on the current Transportation Improvement Program (2006 to 2010) or 14 funded as part of State's Transportation Plan.
  - Partial TIF projects are estimated at \$1,000 of year 2006 or later.
  - Includes projects funded by MSDOT, Skagit County, SDCOG, or other agencies.
  - TIF Eligible but not included in TIF program.

Attachment A City Of Sedro-Woolley Schedule of Transportation Impact Fees - Without the Three SR 20 Improvements

Land Use Category - ITE 2th Edition	Unit*	Impact Fee Per Unit By District														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>RESIDENTIAL</b>																
Single-Family Detached Housing	Dwelling Unit	\$6,690	\$8,062	\$5,361	\$4,294	\$4,588	\$3,321	\$5,450	\$2,254	\$2,410	\$2,338	\$2,000	\$3,092	\$3,068	\$3,597	\$6,922
Apartment	Dwelling Unit	\$4,107	\$4,949	\$3,291	\$2,636	\$2,817	\$2,039	\$3,946	\$1,394	\$1,479	\$1,435	\$1,228	\$1,998	\$1,894	\$2,208	\$4,249
Low-Rise Apartment (1-2 Floors)	Occupied Dwelling Unit	\$3,942	\$4,630	\$3,079	\$2,466	\$2,635	\$1,907	\$3,150	\$1,295	\$1,394	\$1,345	\$1,148	\$1,775	\$1,762	\$2,085	\$3,978
Residential Condominium/Townhouse	Dwelling Unit	\$3,444	\$4,151	\$2,760	\$2,211	\$2,362	\$1,710	\$2,808	\$1,161	\$1,241	\$1,204	\$1,030	\$1,582	\$1,580	\$1,852	\$3,564
Mobile Home Park	Occupied Dwelling Unit	\$3,908	\$4,709	\$3,132	\$2,508	\$2,680	\$1,940	\$3,184	\$1,317	\$1,408	\$1,366	\$1,188	\$1,806	\$1,792	\$2,101	\$4,043
Elderly Housing-Detached	Dwelling Unit	\$1,722	\$2,075	\$1,380	\$1,105	\$1,181	\$885	\$1,403	\$580	\$620	\$602	\$515	\$796	\$790	\$926	\$1,782
Congregate Care Facility	Occupied Dwelling Unit	\$729	\$878	\$584	\$468	\$500	\$362	\$594	\$246	\$262	\$255	\$218	\$337	\$334	\$392	\$754
Elderly Housing-Attached	Occupied Dwelling Unit	\$1,126	\$1,357	\$892	\$723	\$772	\$559	\$917	\$379	\$406	\$394	\$327	\$520	\$516	\$605	\$1,165
Recreational Home	Dwelling Unit	\$1,722	\$2,075	\$1,380	\$1,105	\$1,181	\$885	\$1,403	\$580	\$620	\$602	\$515	\$796	\$790	\$926	\$1,782
Residential PUD	Dwelling Unit	\$4,107	\$4,949	\$3,291	\$2,636	\$2,817	\$2,039	\$3,946	\$1,394	\$1,479	\$1,435	\$1,228	\$1,998	\$1,894	\$2,208	\$4,249
<b>INSTITUTIONAL</b>																
County Park	Acres	\$397	\$479	\$318	\$255	\$273	\$197	\$324	\$134	\$143	\$139	\$119	\$184	\$182	\$214	\$411
Beach Park	Acres	\$8,611	\$10,377	\$6,900	\$5,528	\$5,966	\$4,274	\$7,015	\$2,902	\$3,102	\$3,010	\$2,574	\$3,979	\$3,949	\$4,639	\$8,909
Regional Park	Acres	\$1,325	\$1,596	\$1,062	\$850	\$890	\$658	\$1,079	\$446	\$477	\$465	\$396	\$612	\$608	\$712	\$1,371
Golf Course	Acres	\$1,987	\$2,395	\$1,592	\$1,275	\$1,363	\$986	\$1,619	\$670	\$716	\$695	\$594	\$918	\$891	\$1,068	\$2,056
Multi-Purpose Recreational Facility	Acres	\$38,220	\$46,056	\$30,627	\$24,528	\$26,219	\$18,972	\$31,135	\$12,979	\$13,767	\$13,358	\$11,425	\$17,662	\$17,529	\$20,947	\$39,542
Movie Theater w/ Maintenance	Seat	\$927	\$1,117	\$743	\$595	\$630	\$460	\$755	\$312	\$334	\$324	\$277	\$429	\$429	\$499	\$959
Casino/Video Lottery Establishment	1,000 sq GFA	\$89,960	\$107,198	\$71,286	\$57,091	\$61,012	\$44,158	\$72,468	\$29,976	\$32,044	\$31,090	\$26,591	\$41,109	\$40,800	\$47,824	\$92,036
Tennis Courts	Court	\$25,701	\$30,970	\$20,595	\$16,494	\$17,627	\$12,757	\$20,936	\$8,660	\$9,298	\$8,982	\$7,662	\$11,877	\$11,787	\$13,817	\$26,590
Racquet Club	1,000 sq GFA	\$12,122	\$14,607	\$9,714	\$7,779	\$8,314	\$6,017	\$9,875	\$4,085	\$4,366	\$4,236	\$3,623	\$5,660	\$5,617	\$6,541	\$12,541
Elementary School	1,000 sq GFA	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Middle/Junior High School	1,000 sq GFA	\$8,148	\$9,618	\$6,529	\$5,229	\$5,588	\$4,044	\$6,637	\$2,745	\$2,935	\$2,847	\$2,435	\$3,765	\$3,737	\$4,390	\$8,429
High School	1,000 sq GFA	\$6,756	\$8,142	\$5,414	\$4,356	\$4,634	\$3,354	\$5,504	\$2,277	\$2,434	\$2,361	\$2,020	\$3,122	\$3,089	\$3,632	\$6,990
Church	1,000 sq GFA	\$4,372	\$5,298	\$3,503	\$2,806	\$2,998	\$2,170	\$3,561	\$1,473	\$1,575	\$1,528	\$1,307	\$2,020	\$2,005	\$2,350	\$4,523
Day Care Center	1,000 sq GFA	\$87,437	\$105,362	\$70,066	\$56,113	\$59,966	\$43,402	\$71,227	\$29,462	\$31,495	\$30,558	\$26,136	\$40,405	\$40,102	\$47,005	\$90,460
Library	1,000 sq GFA	\$46,964	\$56,592	\$37,634	\$30,140	\$32,210	\$23,312	\$38,258	\$15,625	\$16,917	\$16,413	\$14,038	\$21,702	\$21,595	\$25,247	\$49,568
Hospital	1,000 sq GFA	\$6,094	\$7,343	\$4,893	\$3,911	\$4,180	\$3,025	\$4,964	\$2,051	\$2,195	\$2,130	\$1,822	\$2,816	\$2,785	\$3,278	\$6,305
Nursing Home	1,000 sq GFA	\$2,395	\$2,874	\$1,911	\$1,530	\$1,635	\$1,184	\$1,943	\$804	\$859	\$833	\$713	\$1,102	\$1,084	\$1,282	\$2,467
<b>BUSINESS &amp; COMMERCIAL</b>																
Hotel	Room	\$3,950	\$4,709	\$3,132	\$2,508	\$2,680	\$1,940	\$3,184	\$1,317	\$1,408	\$1,366	\$1,168	\$1,806	\$1,792	\$2,104	\$4,043
All Suites Hotel	Room	\$2,650	\$3,193	\$2,123	\$1,700	\$1,817	\$1,315	\$2,158	\$893	\$954	\$926	\$792	\$1,224	\$1,215	\$1,424	\$2,741
Motel	Room	\$3,113	\$3,782	\$2,499	\$2,035	\$2,135	\$1,545	\$2,536	\$1,049	\$1,121	\$1,088	\$891	\$1,439	\$1,428	\$1,674	\$3,221
Resort Hotel	Room	\$3,246	\$3,911	\$2,601	\$2,083	\$2,226	\$1,611	\$2,644	\$1,094	\$1,169	\$1,134	\$870	\$1,500	\$1,489	\$1,745	\$3,358
Building Materials/Lumber	1,000 sq GFA	\$22,306	\$26,879	\$17,875	\$14,315	\$15,299	\$11,072	\$18,171	\$7,516	\$8,035	\$7,796	\$6,668	\$10,308	\$10,230	\$11,992	\$23,077
Free-Standing Discount Superstore	1,000 sq GFA	\$18,457	\$22,241	\$14,790	\$11,845	\$12,659	\$9,162	\$15,035	\$6,219	\$6,648	\$6,451	\$5,517	\$8,529	\$8,465	\$9,922	\$19,095
Specialty Retail Center	1,000 sq GFA	\$11,848	\$14,277	\$9,494	\$7,603	\$8,126	\$5,881	\$9,651	\$3,992	\$4,268	\$4,141	\$3,541	\$5,475	\$5,434	\$6,369	\$12,255
Free-Standing Discount Store	1,000 sq GFA	\$27,819	\$33,523	\$22,293	\$17,883	\$19,080	\$13,809	\$22,662	\$9,574	\$10,021	\$9,723	\$8,316	\$12,866	\$12,759	\$14,955	\$28,781
Hardware/Paint Store	1,000 sq GFA	\$33,725	\$28,588	\$19,011	\$15,225	\$16,271	\$11,776	\$20,326	\$8,546	\$8,991	\$8,792	\$7,092	\$10,963	\$10,881	\$12,754	\$24,545
Nursery-Retail (Garden Center)	1,000 sq GFA	\$18,123	\$21,839	\$14,523	\$11,651	\$12,430	\$8,986	\$14,763	\$6,107	\$6,528	\$6,324	\$5,417	\$8,375	\$8,312	\$9,743	\$18,750
Nursery-Wholesale	1,000 sq GFA	\$24,657	\$29,712	\$19,758	\$15,824	\$16,911	\$12,239	\$20,986	\$8,308	\$8,882	\$8,617	\$7,370	\$11,394	\$11,309	\$13,285	\$25,510
Shopping Center	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Factory Outlet Center	1,000 sq GFA	\$10,012	\$12,064	\$8,023	\$6,425	\$6,866	\$4,969	\$6,156	\$3,373	\$3,606	\$3,499	\$2,993	\$4,626	\$4,592	\$5,382	\$10,358
Quality Restaurant	1,000 sq GFA	\$27,784	\$33,480	\$22,264	\$17,830	\$19,055	\$13,791	\$22,633	\$9,302	\$10,008	\$9,710	\$8,305	\$12,839	\$12,743	\$14,936	\$28,734
High Turnover Sit-Down Restaurant	1,000 sq GFA	\$41,004	\$49,410	\$32,958	\$26,315	\$28,122	\$20,353	\$33,402	\$13,817	\$14,770	\$14,330	\$12,257	\$18,948	\$18,806	\$22,043	\$42,421
Fast Food Restaurant w/ Drive-Through	1,000 sq GFA	\$86,609	\$104,365	\$69,402	\$55,822	\$59,400	\$42,992	\$70,553	\$30,183	\$31,197	\$30,289	\$25,889	\$40,023	\$39,722	\$46,560	\$89,603
Fast Food Restaurant w/ Drive-Through	1,000 sq GFA	\$110,886	\$133,819	\$88,956	\$71,162	\$76,650	\$55,041	\$90,329	\$37,364	\$39,942	\$38,753	\$33,145	\$51,917	\$51,824	\$60,611	\$114,479
Quick Lubrication Vehicle Shop	Servicing Position	\$19,596	\$23,613	\$15,703	\$12,576	\$13,440	\$9,727	\$13,993	\$6,603	\$7,069	\$6,848	\$5,857	\$9,055	\$8,987	\$10,535	\$20,273
Auto Care Center	1,000 sq GFA	\$12,762	\$15,378	\$10,226	\$8,190	\$8,735	\$6,335	\$8,597	\$4,460	\$4,690	\$4,587	\$3,815	\$5,887	\$5,853	\$6,861	\$13,303
New Car Sales	1,000 sq GFA	\$13,116	\$15,804	\$10,510	\$8,417	\$8,995	\$6,510	\$10,684	\$4,419	\$4,724	\$4,584	\$3,920	\$6,061	\$6,015	\$7,051	\$13,569
Auto Parts Sales	1,000 sq GFA	\$22,579	\$27,207	\$18,093	\$14,490	\$15,485	\$11,207	\$18,939	\$7,608	\$8,133	\$7,891	\$6,749	\$10,434	\$10,355	\$12,138	\$23,590
Gasoline/Service Station w/ Convenience Market	Vehicle Fueling Position	\$53,249	\$64,166	\$42,670	\$34,173	\$36,520	\$26,432	\$43,977	\$17,943	\$19,181	\$18,610	\$15,917	\$24,607	\$24,422	\$28,656	\$55,990
Gasoline/Service Station w/ Convenience Market & Car Wash	Vehicle Fueling Position	\$38,997	\$46,992	\$31,249	\$25,028	\$26,746	\$19,357	\$33,767	\$14,047	\$14,847	\$14,629	\$11,657	\$17,985	\$17,885	\$20,964	\$40,945
Gasoline/Service Station w/ Convenience Market & Car Wash	Vehicle Fueling Position	\$38,951	\$46,816	\$31,132	\$24,933	\$26,646	\$19,255	\$31,644	\$13,094	\$13,994	\$13,578	\$11,613	\$17,953	\$17,818	\$20,886	\$40,194
Self-Service Car Wash	Wash Stall	\$19,449	\$23,437	\$15,585	\$12,482	\$13,339	\$9,654	\$15,644	\$6,554	\$6,954	\$6,706	\$5,814	\$8,998	\$8,920	\$10,456	\$20,122
Tire Store	1,000 sq GFA	\$19,793	\$23,850	\$15,860	\$12,702	\$13,574	\$9,825	\$16,123	\$6,669	\$7,129	\$6,917	\$5,916	\$8,916	\$8,820	\$10,640	\$20,477

Land Use Category - IIE 2th Edition	Unit	Impact Fee Per Unit By District														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Tire Superstore	1,000 sf GFA	\$10,063	\$12,126	\$8,064	\$6,458	\$6,902	\$4,995	\$8,190	\$3,391	\$3,625	\$3,517	\$3,008	\$4,650	\$4,615	\$5,410	\$10,411
Supermarket	1,000 sf GFA	\$44,301	\$53,384	\$35,500	\$28,431	\$30,384	\$21,980	\$36,088	\$14,928	\$15,656	\$15,483	\$13,242	\$20,472	\$20,318	\$23,816	\$45,933
Convenience Market (24 Hr)	1,000 sf GFA	\$135,394	\$163,151	\$108,495	\$68,890	\$92,858	\$61,029	\$110,294	\$45,622	\$48,770	\$47,318	\$40,471	\$62,587	\$62,098	\$72,786	\$140,075
Convenience Market w/ Gas Pump	1,000 sf GFA	\$89,307	\$107,616	\$71,564	\$57,313	\$61,260	\$44,330	\$72,750	\$30,092	\$32,178	\$31,212	\$26,695	\$41,292	\$48,010	\$52,394	
Vehicle Fueling Station	Vehicle Fueling Position	\$43,287	\$52,161	\$36,867	\$29,172	\$29,888	\$35,262	\$22,533	\$36,979	\$15,296	\$16,551	\$12,939	\$20,003	\$19,853	\$23,270	\$44,783
Discount Supermarket	1,000 sf GFA	\$45,394	\$54,746	\$36,976	\$29,132	\$31,133	\$36,979	\$15,296	\$16,551	\$15,865	\$13,569	\$20,977	\$20,819	\$24,404	\$46,964	
Home Improvement Superstore	1,000 sf GFA	\$21,626	\$26,060	\$17,330	\$13,879	\$14,832	\$10,735	\$17,617	\$7,287	\$7,990	\$7,558	\$6,484	\$9,994	\$9,918	\$11,626	\$22,374
Electronics Superstore	1,000 sf GFA	\$8,439	\$10,169	\$6,762	\$5,416	\$5,788	\$4,189	\$6,875	\$2,844	\$3,040	\$2,949	\$2,523	\$3,900	\$3,870	\$4,537	\$8,731
Toy/Children's Superstore	1,000 sf GFA	\$17,985	\$21,551	\$14,332	\$11,478	\$12,266	\$8,878	\$14,569	\$6,026	\$6,442	\$6,251	\$5,346	\$8,295	\$8,205	\$9,615	\$19,503
Apparel Store	1,000 sf GFA	\$21,815	\$26,288	\$17,481	\$14,000	\$14,962	\$10,829	\$17,771	\$7,351	\$7,858	\$7,624	\$6,521	\$10,081	\$10,005	\$11,728	\$22,970
Pharmacy/Drug Store w/out Drive-Through	1,000 sf GFA	\$16,744	\$20,177	\$13,418	\$10,746	\$11,484	\$8,311	\$13,640	\$5,642	\$6,031	\$5,852	\$5,005	\$7,738	\$7,679	\$9,001	\$17,323
Pharmacy/Drug Store w/ Drive-Through	1,000 sf GFA	\$28,214	\$31,588	\$21,006	\$16,823	\$17,978	\$13,012	\$21,334	\$8,833	\$9,442	\$9,161	\$7,836	\$12,114	\$12,023	\$14,092	\$27,120
Furniture Store	1,000 sf GFA	\$29,120	\$35,090	\$23,335	\$18,938	\$19,972	\$14,455	\$23,722	\$9,812	\$10,489	\$10,177	\$8,704	\$13,457	\$13,356	\$15,655	\$30,127
Video Rental	1,000 sf GFA	\$1,432	\$1,726	\$1,148	\$919	\$982	\$711	\$1,167	\$483	\$516	\$501	\$428	\$682	\$667	\$770	\$1,482
Bank/Savings: Walk-in	1,000 sf GFA	\$47,746	\$57,524	\$38,280	\$30,641	\$32,746	\$23,746	\$38,894	\$16,088	\$17,198	\$16,687	\$14,272	\$22,064	\$21,898	\$25,668	\$49,386
Bank/Savings: Drive-in	1,000 sf GFA	\$116,380	\$140,240	\$93,259	\$74,688	\$79,818	\$57,789	\$94,805	\$39,215	\$41,921	\$40,673	\$34,788	\$53,780	\$53,376	\$62,565	\$120,404
		\$160,580	\$193,501	\$128,678	\$103,054	\$110,132	\$79,708	\$130,811	\$54,109	\$57,842	\$56,121	\$48,000	\$74,205	\$73,648	\$86,326	\$168,132

Land Use Category - IIE 2th Edition	Unit	Impact Fee Per Unit By District														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Office	1,000 sf GFA	\$34,312	\$41,347	\$27,495	\$22,020	\$23,533	\$17,032	\$27,951	\$11,562	\$12,359	\$11,992	\$10,256	\$15,856	\$15,737	\$18,448	\$35,499
Chinic	1,000 sf GFA	\$9,870	\$11,893	\$7,909	\$6,334	\$6,768	\$4,899	\$8,040	\$3,326	\$3,555	\$3,449	\$2,950	\$4,561	\$4,527	\$5,306	\$10,211
Corporate Headquarters	1,000 sf GFA	\$9,274	\$11,175	\$7,431	\$5,951	\$6,360	\$4,603	\$7,554	\$3,125	\$3,340	\$3,241	\$2,772	\$4,285	\$4,253	\$4,985	\$9,594
Single Tenant Office	1,000 sf GFA	\$11,460	\$13,808	\$9,183	\$7,354	\$7,859	\$5,688	\$9,335	\$3,861	\$4,128	\$4,005	\$3,425	\$5,286	\$5,256	\$6,161	\$11,856
Medical/Dental Office Building	1,000 sf GFA	\$24,641	\$29,693	\$19,746	\$15,814	\$16,900	\$12,231	\$20,073	\$8,303	\$8,876	\$8,612	\$7,366	\$11,387	\$11,301	\$13,247	\$25,493
U.S. Post Office	1,000 sf GFA	\$72,135	\$86,924	\$57,804	\$46,293	\$49,473	\$35,806	\$58,782	\$24,306	\$25,994	\$25,210	\$21,562	\$33,334	\$33,084	\$38,779	\$74,829
Office Park	1,000 sf GFA	\$9,836	\$11,973	\$7,962	\$6,377	\$6,815	\$4,932	\$7,599	\$3,348	\$3,579	\$3,473	\$2,970	\$4,582	\$4,557	\$5,342	\$10,280
Research and Development Center	1,000 sf GFA	\$7,154	\$8,621	\$5,793	\$4,591	\$4,906	\$3,551	\$5,628	\$2,411	\$2,577	\$2,500	\$2,138	\$3,306	\$3,281	\$3,846	\$7,401
Business Park	1,000 sf GFA	\$8,545	\$10,297	\$6,847	\$5,484	\$5,860	\$4,242	\$6,961	\$2,879	\$3,078	\$2,995	\$2,554	\$3,949	\$3,919	\$4,594	\$8,840

Land Use Category - IIE 2th Edition	Unit	Impact Fee Per Unit By District														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
General Light Industrial	1,000 sf GFA	\$6,492	\$7,822	\$5,202	\$4,166	\$4,452	\$3,222	\$5,288	\$2,187	\$2,338	\$2,269	\$1,940	\$3,000	\$2,977	\$3,490	\$6,716
General Heavy Industrial	1,000 sf GFA	\$1,259	\$1,517	\$1,009	\$808	\$863	\$625	\$1,025	\$424	\$453	\$440	\$376	\$582	\$577	\$677	\$1,302
Industrial Park	1,000 sf GFA	\$5,697	\$6,865	\$4,565	\$3,656	\$3,907	\$2,828	\$4,641	\$1,920	\$2,052	\$1,991	\$1,703	\$2,692	\$2,613	\$3,094	\$5,894
Manufacturing	1,000 sf GFA	\$4,902	\$5,907	\$3,928	\$3,146	\$3,362	\$2,433	\$3,993	\$1,682	\$1,766	\$1,713	\$1,465	\$2,265	\$2,248	\$2,695	\$5,071
Warehouse	1,000 sf GFA	\$3,113	\$3,792	\$2,495	\$1,988	\$2,135	\$1,545	\$2,336	\$1,049	\$1,121	\$1,088	\$931	\$1,439	\$1,428	\$1,674	\$3,221
Mini-Warehouse	1,000 sf GFA	\$1,722	\$2,075	\$1,380	\$1,105	\$1,181	\$855	\$1,403	\$590	\$620	\$602	\$515	\$796	\$790	\$926	\$1,782
Utilities	1,000 sf GFA	\$5,034	\$6,066	\$4,034	\$3,231	\$3,453	\$2,499	\$4,101	\$1,696	\$1,813	\$1,759	\$1,505	\$2,326	\$2,309	\$2,706	\$5,208

Land Use Category - IIE 2th Edition	Unit	Impact Fee Per Unit By District														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Truck Terminal	1,000 sf GFA	\$5,432	\$6,545	\$4,353	\$3,486	\$3,725	\$2,696	\$4,425	\$1,830	\$1,957	\$1,898	\$1,624	\$2,610	\$2,491	\$2,920	\$5,819
Park and Ride Lot with Bus Service	Parking Space	\$4,107	\$4,949	\$3,291	\$2,636	\$2,817	\$2,039	\$3,246	\$1,384	\$1,479	\$1,435	\$1,228	\$1,898	\$1,884	\$2,208	\$4,248

Abbreviations include: GFA = Gross Floor Area, sf = square feet, and GLA = Gross Leasable Area.

SOURCE: The Transpo Group (2005). Intended for the sole use by the City of Sedro-Woolley.

**ATTACHMENT B ~ SCHEDULE OF PARK IMPACT FEES**

**Parks Impact Fee calculations**

<b>Additional acres needed</b>	<b>Improvements needed</b>	<b>Existing units</b>	<b>Projected units (2005-2025)</b>	<b>Cost per unit</b>
85 acres new	Ballfields Trails	4,422 units	1347 new units	\$1954.00
\$393,100	Play equipment	X 2.6 persons per unit = 11,497 estimated population in City and UGA.	15,000 total population projected for City and UGA.	
\$120,500	Climbing wall			
\$127,500	Recreation			
\$89,700	Water features			
\$189,000				
\$958,400				
\$165,000				
\$73,900				
\$43,100				
\$114,300				
\$158,100				
\$200,000				
<b>Total:</b>				
\$2,632,600.00				

The City elects to fund less than the full amount through parks impact fees, but will actively seek grant funds to fund the shortfall. Additional costs to fund the shortfall from impact fees should be through grant funds, by private donations to this city park funds, and through the general fund.

New units projected by 2025: 1,347 times \$1,000 per unit = \$1,347,500

Parks Impact Fee per unit: \$1,000.00

## **ATTACHMENT C ~ SCHEDULE OF FIRE DEPARTMENT IMPACT FEES**

### Fire Impact Fee Calculations

A. Residential Structures, including single family and multi-family structures: \$0.19 per square foot of structure, including garage, outbuildings and attached porches.

B. Nonresidential Structures: \$0.20 per square foot of structure, including garage, outbuildings and attached porches; provided that the fee for non-residential structures shall receive a adjustment, in an amount determined by the responsible official, equal to 40% reduction for buildings equipped with an approved sprinkler system, and 10% reduction for buildings equipped with an alarm system.

C. Nonresidential construction and development activity which requires fire protection but is not a traditional structure, such as a bulk fuel storage facility or a fuel pipeline, shall be assessed an impact fee in an amount determined by the responsible official pursuant to SWMC Section 15.60.140.

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

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
ADOPTING A MUNICIPAL FACILITIES SECTION OF THE  
COMPREHENSIVE PLAN, TO BE EFFECTIVE FOR A PERIOD OF SIX  
MONTHS, AND ENTERING FINDINGS OF FACT**

WHEREAS, the City Council of the City of Sedro-Woolley finds that it is necessary to plan for future capital improvements for the City; and

WHEREAS, the City Council of the City of Sedro-Woolley finds that capital improvements should implement the goals in the Sedro-Woolley Comprehensive Plan;

WHEREAS, the City Council of the City of Sedro-Woolley finds that a temporary provision to adopt a municipal facilities section of the Comprehensive Plan is necessary for protection of the public health, safety, and welfare; and

WHEREAS, the City Council of the City of Sedro-Woolley should renew for a period of six months, as a temporary measure, on an emergency basis, Ordinance No. 1527-05, passed November 9, 2005 and effective November 21, 2005, providing for the location and construction of capital projects, until the capital facilities section of the Comprehensive Plan is adopted permanently as part of the 2006 necessary updates to the Comprehensive Plan; now, therefore,

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

**Section 1. Purpose.** The purpose of this interim capital facilities section of the Comprehensive Plan is to include the municipal courtroom and Council chambers in the capital facilities plan to allow the City pursue capital improvements identified in the Plan.

**Section 2. Duration of Ordinance.** This ordinance shall be in effect for a period of six months beginning May 21, 2006, unless extended by the City Council.

**Section 3. Findings.** The City Council hereby finds as follows:

1. It is necessary to plan for future capital improvements.
2. The existing municipal courtroom and City Council chambers are inadequate, in that they are not secure facilities, and have access barriers which are in violation of ADA standards. These problems cannot be fixed without significant costs.
3. The attached amendment (Exhibit A) to the Capital Facilities Element implements the goals and policies in the Comprehensive Plan.

4. Adoption of the amendment to the Capital Facilities Element should be by interim ordinance.

**Section 4. Plan Adopted.** The Capital Facilities plan set forth on Exhibit A is hereby adopted and incorporated into the Capital Facilities Element of the 2003 Comprehensive Plan and amendments thereto.

**Section 5. Public Hearing on Ordinance.** The City Council has held a public hearing on this ordinance and hereby adopts findings of fact justifying its actions, and is affirming the ordinance following the public hearing.

**Section 6. Codification.** This ordinance shall not be codified as part of the Sedro-Woolley Municipal Code, but a copy of the municipal facilities section attached hereto as Exhibit A, shall be available for public review and copying at Sedro-Woolley City Hall.

**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 shall be effective for a period of six months beginning May 21, 2006, which is five (5) days after passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY:

## **MUNICIPAL FACILITIES**

### **EXISTING FACILITIES, NEED AND DEMAND**

**City Hall and Public Safety Building.** The City of Sedro-Woolley's administrative offices and municipal court operate out of the city hall building located at 720 Murdock Street. The building was originally constructed in 1920 for use as a public safety building. Portions of the building are over 70 years old with several more recent additions and modifications. The building contains three levels of approximately 21,000 square feet. The Police and Fire Departments occupied the building until 1998 and the building was originally constructed to accommodate individual office spaces and functional areas as well as an auditorium/theater on the top level. The building is not wheelchair accessible and court proceedings have been relocated on occasions to accommodate special needs.

The major non-conforming use of the building is the court assembly area which current codes require being located on the ground floor of the facility. The main entry to the courtroom is by two flights of stairs with no elevator, less than minimum width hallways, inaccessible restroom facilities, and lack of proper ADA compliant signage. (See Appendix "A"- Architectural analysis of building condition).

The current location of the Sedro-Woolley public safety building is ideal for expansion to include the courtroom facilities and perhaps, further expansion for a new city hall location. The public safety building is located within the boundaries of the Central Business District, which was identified as a concern to many citizens of Sedro-Woolley.

Cemetery. The City cemetery is located on Wicker Road. This part of the City environs is growing in population. Lands in this area are becoming more expensive, and will not be available in the future.

### **ALTERNATIVES**

1. No change – this option does not comply with the Americans with Disabilities Act and poses liability issues that the City cannot ignore. This option is not an acceptable alternative.
2. Remodel existing City Hall building – the anticipated costs to remodel the old city hall building to bring the building up to current building codes exceeds the costs to construct a new building to accommodate the administrative offices and the municipal courtroom facility, including temporary offices during the construction period.
3. Construct new building on city owned property – this option allows the city to save costs by using property already owned by the City. This option is an acceptable alternative as long as the city property used is not existing park property. City park property should only be used for public buildings when no

other alternative exists and only when the same amount of park property is replaced elsewhere within the city.

4. Purchase additional property to construct new building – this option would be more expensive than using existing city property.
5. Remodel or expand an existing city owned building (other than the current city hall building) – this option would be most cost effective, particularly if the public safety building is renovated to accommodate the municipal court facilities.
6. The City should pursue the addition of lands adjacent to the existing cemetery for future expansion of the cemetery.

## **FUNDING**

The City Council is currently exploring all funding options available and the existing funding mechanism contemplates using General Funds as well as Real Estate Excise Tax (REET) monies that are restricted to capital improvements. The Council has allocated \$50,000 annually (accumulated since the 2004 budget year) in the General Fund budget to spend towards the city hall and administrative facilities. Grant funding will be pursued by the City to help fund the proposed improvements.

## **GOALS AND POLICIES**

- CF 1.24        Ensure that the Sedro-Woolley Administrative Offices are centrally located in the City.
- CF 1.25        Ensure a safe environment for all City employees and court users.
- CF 1.26        Ensure that court facilities are accessible by all citizens, including accessibility under the ADA.
- CF 1.27        The City should provide a courtroom design that can accommodate future technologies.
- CF 1.28        The City should provide a multi-use courtroom facility that can accommodate other city meetings and public uses.
- CF 1.29        The City should ensure the efficiency of services and use of resources for public safety facilities and municipal court facilities.
- CF 1.30        The City should ensure the efficient operations of emergency facilities relating to public safety.
- CF 1.30        The City should ensure adequate lands are available for a public cemetery.

**Ordinance No. \_\_\_\_\_**

**AN INTERIM ORDINANCE OF THE CITY OF SEDRO-WOOLLEY EXTENDING A MORATORIUM ON SUBDIVISIONS IN CERTAIN AREAS SERVED BY THE TOWNSHIP STREET AND METCALF STREET SEWER MAINS FOR A PERIOD OF SIX MONTHS AND REQUIRING NEW APPLICATIONS TO BE ACCOMPANIED BY CONFIRMATION FROM THE PUBLIC WORKS DIRECTOR THAT LINE CAPACITY IS AVAILABLE.**

WHEREAS, the City Council of the City of Sedro-Woolley finds that the Metcalf Street and Township Street sewer mains are surcharging, based on the study by Pace Engineering, and that residential subdivisions which use these mains has occurred or is expected to occur at an very fast rate, and

WHEREAS, the City Council of the City of Sedro-Woolley finds that if no action is taken the residential expansion resulting from new subdivisions will occur before the capacity in the Metcalf Street and Township Street lines is increased to the level needed to service these new subdivisions, and

WHEREAS, the City Council of the City of Sedro-Woolley finds that failure to require these lines to be improved concurrent with new development will result in increased costs to the citizens of Sedro-Woolley, an increased risk of health problems, and a decrease in the quality of the sewer system, and

WHEREAS, the City Council of the City of Sedro-Woolley finds that a continuation of the moratorium, with modifications, enacted Ordinance No. 1474-04, Ordinance No. 1476-04, Ordinance No. 1492-04, Ordinance No. 1507-05, and Ordinance 1528-05 is in the interests of the health, safety and welfare of the City, and

WHEREAS, the City Council of the City of Sedro-Woolley should continue as a temporary measure as authorized by RCW 36.70A.390, on an emergency basis, a limited moratorium on new subdivisions served by the Township Street and Metcalf Street lines; now, therefore,

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

**Section 1. Purpose.** The purpose of renewing this interim ordinance imposing a temporary moratorium on new subdivisions and other developments served by the Metcalf Street outside the City limits and the Township Street sewer mains is to allow the City adequate time to determine the scope and cost of upgrading the lines, determine whether the City's existing funds are adequate to pay for the cost of these upgrades, and determine whether new development is paying or should pay for its fair share of the cost of these upgrades, and to hold a public hearing for any amendments to these ordinances.

**Section 2. Moratorium Inside City Limits.** A moratorium is imposed on new subdivisions, short plats, planned residential development, boundary line adjustments which make new lots available for construction, binding site plans which create new lots, multi-family structures, schools, dormitories, and mobile/manufactured home parks, which are served by sanitary sewer lines using the Township Street sewer main.

**Section 3. Moratorium in Unincorporated UGA.** A moratorium is imposed on new connections to sanitary sewer in the unincorporated UGA for which is serviced by the Township Street and Metcalf Street sewer mains for new subdivisions, short plats, planned residential development, boundary line adjustments which make new lots available for construction, binding site plans which create new lots, multi-family structures, schools, dormitories, and mobile/manufactured home parks, which are served by sanitary sewer lines using the Metcalf Street and Township Street sewer mains.

**Section 4. Exceptions.** The division of land into legal lots of record, each lot having previously existing structures connected to the sanitary sewer prior to June 9, 2004, is not subject to this moratorium. This exception shall not apply to permit land to be subdivided into new lots not containing structures previously connected to the sanitary sewer.

**Section 5. Limitation on Moratorium.** Nothing in this ordinance shall prohibit issuance of a building permit for single family homes on existing legal lots of record or on lots created by applications which have received preliminary approval or vested prior to the effective date of this moratorium, which is June 9, 2004.

**Section 6. Written Approval Required.** Written confirmation from the Public Works Director that sanitary sewer main capacity which is not subject to surcharge is available shall accompany any new connections application for a subdivision, short plat, planned residential development, boundary line adjustment which makes new lots available for construction, binding site plan which creates new lots, multi-family structure, school, dormitories, and mobile/manufactured home park. Any application for the foregoing shall not be deemed complete, and shall not vest unless accompanied by written confirmation of line capacity.

**Section 7. Authority to Determine Effected Properties.** The Public Works Director shall determine which sewer basin, main lines, and point of connection shall be utilized by new developments, and which developments are effected by the Township Street and Metcalf Street sewer mains.

**Section 8. Duration of Ordinance.** This ordinance shall be in effect for a period of six months, unless extended by the City Council. It is anticipated that this ordinance will be lifted when the cost of the new line is determined, a construction schedule is established, and a mechanism is in place to require new development to pay its fair share of the cost of the line improvements.

**Section 9. Public Hearing on Ordinance.** Pursuant to RCW 36.70A.390 and RCW 35.63.200, the City Council has held a public hearing on this ordinance prior to its adoption to consider and adopt findings of fact justifying its action. The City Council of the City of Sedro-Woolley finds as follows:

- a. that the Metcalf Street sewer main has been repaired in a manner adequate to handle sewage from potential development within the City limits, but not from outside the City limits without surcharging, and
- b. Township Street sewer main is surcharging, based on the study by Pace Engineering and the report of city staff, and
- c. that land use subdivisions which use these mains are occurring or are expected to occur at an very fast rate, and
- d. that if no action is taken the expansion resulting from new subdivisions will occur before the capacity in the Metcalf Street and Township Street lines is increased to the level needed to service these new subdivisions, and
- e. that failure to require these lines to be improved concurrent with new development will result in increased costs to the citizens of Sedro-Woolley, an increased risk of health problems, and a decrease in the quality of the sewer system, and
- f. that a temporary provision of a moratorium on new subdivisions served by these lines and other requirements is in the interests of the health, safety and welfare of the City, and
- g. that the City has a plan for making the necessary repairs, and is in the process of borrowing approximately \$11 million to make these repairs, and
- h. that City Council of the City of Sedro-Woolley should affirm as a temporary measure as authorized by RCW 36.70A.390, on an emergency basis, a limited moratorium on new

subdivisions served by the Township Street and Metcalf Street lines as enacted and extended by Ordinance No. 1474-04, Ordinance No. 1476-04, Ordinance No. 1492-04, Ordinance No. 1507-05, and Ordinance 1528-05.

**Section 10. 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 11. Declaration of Emergency.** The City Council hereby declares that an emergency exists necessitating that this ordinance takes effect immediately upon passage. This ordinance shall be published as required by law.

**Section 12. Effective Date.** This ordinance shall be effective for six months beginning May 9, 2006 upon passage by the City Council and approval by the Mayor.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Ordinance No. \_\_\_\_\_

**AN INTERIM ORDINANCE ADOPTING AMENDMENTS TO THE CAPITAL FACILITIES PLAN FOR FIRE FACILITIES AND POLICE FACILITIES, AND DOCUMENTING APPROPRIATE MITIGATION STANDARDS FOR POLICE IMPACTS.**

Whereas, the City Council of the City of Sedro-Woolley has adopted permanent capital facilities plans for the City of Sedro-Woolley, providing for plans for expanding and constructing new infrastructure for police and fire facilities to cope with the increase in population and new development, and

Whereas, the City Council finds that the City of Sedro-Woolley is experiencing development pressures which have caused the police and fire facilities to be expanded to cope with increased demands of new residents, and

Whereas, the City Council finds that the imposition of SEPA and GMA impact fees is necessary to ensure that these developments provide funding for fire and police improvements based on their actual impacts, in a manner that accurately measures the impacts,

Whereas, the City Council of the City of Sedro-Woolley finds that a temporary provision to adopt new provisions in the capital facilities plan for police and fire infrastructure and equipment is necessary for protection of the public health, safety, and welfare; and

Whereas, the City Council of the City of Sedro-Woolley should extend for a period of six months Ordinance No. 1529-05, as a temporary measure, on an emergency basis, certain provisions for the capital facilities plan respecting police and fire facilities, until the capital facilities section of the Comprehensive Plan is adopted permanently as part of the 2006 necessary updates to the Comprehensive Plan; now, therefore,

THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DO  
HEREBY ORDAIN AS FOLLOWS:

**Section 1.** The facilities replacement plan for the Sedro-Woolley Fire Department, attached hereto as Exhibit A, is hereby adopted as part of the Capital Facilities element of the Sedro-Woolley Comprehensive Plan.

**Section 2.** The facilities replacement plan for the Sedro-Woolley Police Department, attached hereto as Exhibit B and Exhibit C, is hereby adopted as part of the Capital Facilities element of the Sedro-Woolley Comprehensive Plan.

**Section 3. Duration of Ordinance.** This ordinance shall be in effect for a period of six months beginning May 21, 2006, unless extended by the City Council.

**Section 4. Public Hearing on Ordinance.** The City Council has held a public hearing on this ordinance and hereby adopts findings of fact justifying its actions, and is affirming the ordinance following the public hearing.

**Section 4. Findings.** The City Council hereby finds as follows:

1. It is necessary to update capital facilities element of the Sedro-Woolley Comprehensive Plan to provide for mitigation fees which more accurately reflect the impacts of development in a manner consistent with the RCW 82.02.
2. The existing provisions of SWMC Ch. 15.60 are inadequate, in that they may not be compliant with RCW 82.02.050.
3. The revised police and fire department replacement and new equipment schedules more accurately assesses the cost of development impacts on these facilities.
4. This ordinance shall be adopted in a final form as part of the 2006 GMA update.

**Section 5. Codification.** This ordinance shall not be codified as part of the Sedro-Woolley Municipal Code, but a copy of the municipal facilities section attached hereto as Exhibit A, shall be available for public review and copying at Sedro-Woolley City Hall.

**Section 6. 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 7. Effective Date.** This ordinance shall be effective for a period of six months beginning May 21, 2006, which is more than five (5) days after passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_ day of November, 2006.

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MAYOR

Attest:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

Exhibit A. Fire Equipment Replacement  
Schedule

Capital Item	Make / Type	Purchase year	Est. Cost	Est. Replacement Date
Command Vehicle 5510	Ford Pickup	<u>1994</u> <u>2005</u>	35,000.00	<u>2004</u> <u>2015</u>
Engine 5513	Darley Pumper	1991	350,000.00	2011
Engine 5512	H&W Pumper	1996	350,000.00	2016
Engine 5511	H&W Pumper	2003	350,000.00	2024
Tender 5516 (Dist 8)	Freightliner	<u>1999</u> <u>2005</u>	N/A	<u>2019</u> <u>2025</u>
Rescue 5517 (Dist 8)	Chevy 2 Ton	1985	N/A	2005
Utility 5518	Ford F450	2001	36,000.00	2016
Aid 5519	Ford Ambulance	1995	95,000.00	2010
Chiefs Vehicle 5501	Ford Taurus	<u>1994</u> <u>2004</u>	27,000.00	<u>2004</u> ** <u>2014</u>
Quint Ladder Truck 5515		*2004	750,000.00	
Total Equipment Costs			1,993,000.00	
Head Quarters Station		1999	3,000,000.00	2024
(station upgrade to quarters for EMS)		*2004	<del>25,000.00</del>	
Station 2		*2004	150,000.00	
Air Station for SCBA		2000	35,000.00	2010
Training Facilities		*2003	75,000.00	
Thermal Imaging Camera		2000	25,000.00	2010
<u>Air Packs SCBA Units</u>		<u>2005</u>	<u>160,000.00</u>	

Rotational replacement schedule for all apparatus and vehicles

- Engines 20 years
- Staff Vehicles 10 years
- Specialty Vehicles 15 years

Note: ( \* ) Items to be purchased  
 (\*\*) Items which are past due

Exhibit B: Police Staff Estimates and  
Capital Outlay Costs

STAFFING ESTIMATES:

	<u>CURRENT</u>	<u>2010</u>	<u>2025</u>
CHIEF	1	1	1
LT.	1	1	1
DET. SGT.	1	1	2
DET. SGT.	1	1	2
PAT. SGT.	1	2	3
PAT. OFF.	9	16	21
<b>TOTAL SWORN</b>	<u>14</u>	<u>22</u>	<u>30</u>
CODE	1	1	1
RECORDS	2	3	4
ADMIN.	1	1	1
<b>TOTAL NON-SWORN</b>	<u>4</u>	<u>5</u>	<u>6</u>

PER SHIFT PATROL OFFICERS:

<u>YEAR</u>	<u>POP.</u>	<u>PER SHIFT</u>
2001	9,135	3
2015	12,030	4
2025	15,000	5

FACILITY EXPANSION COSTS:

ASSUMPTIONS

3,400 SQUARE FOOT AT \$160,000 EST. COSTS

EQUATES TO \$48.50/SQUARE FOOT

EQUATES TO \$188/SQUARE FOOT/EMPLOYEE

9 ADDITIONAL EMPLOYEES 2010 AND 9 ADDITIONAL 2025

NEW 18 ADDITIONAL @ 100 SQUARE FOOT @ \$50/SQ. FOOT

EQUATES TO \$90,000

REMODEL \$ 25,000

CAPITAL OUTLAY COSTING:

Replacement Vehicles, 2 every year:

New Officer Vehicle/Equipment:

YEAR	#	COST	TOTAL	VEH. #	COST	EQUIP. COST	TOTAL	TOTAL REPLACEMENT	TOTAL NEW	GRAND TOTAL
2005	2	\$ 23,460	\$ 46,920	0	\$ 23,460	\$ -	\$ 2,040	\$ -		
2006	2	\$ 23,460	\$ 46,920	2	\$ 23,460	\$ 46,920	\$ 2,040	\$ 4,080		
2007	2	\$ 23,929	\$ 47,858	2	\$ 23,929	\$ 47,858	\$ 2,081	\$ 4,162		
2008	2	\$ 23,929	\$ 47,858	2	\$ 23,929	\$ 47,858	\$ 2,081	\$ 4,162		
2009	2	\$ 24,408	\$ 48,816	2	\$ 24,408	\$ 48,816	\$ 2,123	\$ 4,246		
2010	2	\$ 24,408	\$ 48,816	0	\$ 24,408	\$ -	\$ 2,123	\$ -		
			\$ 287,188	8	\$ 191,452	\$ -	\$ 16,650	\$ 208,102		
2011	2	\$ 24,896	\$ 49,792	1	\$ 24,896	\$ 24,896	\$ 2,165	\$ 2,165		
2012	2	\$ 24,896	\$ 49,792	0	\$ 24,896	\$ -	\$ 2,165	\$ -		
2013	2	\$ 25,394	\$ 50,788	1	\$ 25,394	\$ 25,394	\$ 2,208	\$ 2,208		
2014	2	\$ 25,394	\$ 50,788	0	\$ 25,394	\$ -	\$ 2,208	\$ -		
2015	2	\$ 25,902	\$ 51,804	1	\$ 25,902	\$ 25,902	\$ 2,252	\$ 2,252		
2016	2	\$ 25,902	\$ 51,804	0	\$ 25,902	\$ -	\$ 2,252	\$ -		
2017	2	\$ 26,420	\$ 52,840	1	\$ 26,420	\$ 26,420	\$ 2,297	\$ 2,297		
2018	2	\$ 26,420	\$ 52,840	0	\$ 26,420	\$ -	\$ 2,297	\$ -		
2019	2	\$ 26,948	\$ 53,896	1	\$ 26,948	\$ 26,948	\$ 2,343	\$ 2,343		
2020	2	\$ 26,948	\$ 53,896	0	\$ 26,948	\$ -	\$ 2,343	\$ -		
2021	2	\$ 27,487	\$ 54,974	1	\$ 27,487	\$ 27,487	\$ 2,390	\$ 2,390		
2022	2	\$ 27,487	\$ 54,974	0	\$ 27,487	\$ -	\$ 2,390	\$ -		
2023	2	\$ 28,037	\$ 56,074	1	\$ 28,037	\$ 28,037	\$ 2,438	\$ 2,438		
2024	2	\$ 28,037	\$ 56,074	0	\$ 28,037	\$ -	\$ 2,438	\$ -		
2025	2	\$ 28,598	\$ 57,196	1	\$ 28,598	\$ 28,598	\$ 2,487	\$ 2,487		
			\$ 797,532	8	\$ 213,682	\$ -	\$ 18,580	\$ 232,262		
			<b>TOTAL REPLACEMENT</b>				<b>TOTAL NEW</b>			
			\$ 1,084,720				\$ 440,364			
								<b>GRAND TOTAL</b>		
								\$ 1,525,084		

Exhibit C

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# City of Sedro-Woolley

## Police Mitigation Fee Analysis and Proposal

Prepared by  
Bill Monahan



October 2005

25200 SW Parkway Ave., Suite 3  
Wilsonville, OR 97070  
503-570-7778  
800-757-3724  
fax: 503-570-0522  
[www.esci.us](http://www.esci.us)

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## Overview

The city of Sedro-Woolley, Washington established a Police Mitigation Fee in 1990. The means of calculating and applying the fee has not changed since its establishment. City staff have applied the fee, following city code, during certain State Environmental Policy Act (SEPA) analysis of land use activities. Fees have been collected from developers, and projects and services have been funded utilizing the dedicated funds.

Sedro-Woolley determined that the Police Mitigation Fee required updating to coincide with the evaluation of its police department capital facility needs. Capital facilities have been studied by ESCi as part of the City's city-wide comprehensive plan update. ESCi assisted the police department in validating its capital facility analysis and by developing the information needed to calculate a new mitigation fee.

A review of the Police Mitigation Fee would provide the information needed for the City to plan for and collect revenue from specific development that will have an impact on police service delivery. To develop a fee mechanism that is reasonable in 2005, and be sustainable in the future, the City needed to develop documentation of development activity, as well as determine the City's need. From this review, a new basis for fee collection was identified. In addition, the City's present means of calculating fees also required review.

From City sources, ESCi gathered all available data that City staff and external consultants have developed and maintained since the fee collection began. Based on this somewhat limited database, ESCi is proposing modifications to the present fee, as well as creation of improved data gathering techniques. This will enable the City to be in a better position to update the fee in the future, and on a more regular basis. By so doing, the City will be able to avoid what may be considered as large increases in the future. The modified approach calls for changing the rates used in calculating the fees. ESCi reviewed and considered the basis for determining commercial fees. In addition, the project team reviewed the possibility of switching from a commercial square footage basis to the projected number of new employees to be generated by new development. ESCi also looked at the possibility of establishing a fee for industrial development.

## **Background – City Legal Authority**

The present Police Mitigation Fee was established in 1990 as a voluntary fee, paid to the City by developers of new residential and commercial developments, which would have been required to go through a SEPA review. The premise behind the need for a voluntary contribution is that when a building permit is issued for a new residential or commercial project, the new construction does not appear on the City tax rolls for two years, while the new construction project, and ultimate building and occupancy, may require police services during the period of non-payment of taxes. Thus, the City has taken the position that while taxes are not paid until two years after building permit issuance; the demand for police services begins at the time of project development.

The City did not include the Police Mitigation Fee in Chapter 15.60 of the Sedro-Woolley Municipal Code, the chapter which spells out the findings and authority for impact fees for planned facilities. Police facilities are also not identified in Chapter 82.02 of the Revised Code of Washington (RCW) as public services for which impact fees may be charged for new development activity. It is important to note that the City has not attempted to create a police impact fee. The City has not required new development to pay a proportionate share of the cost of planned police facilities needed to serve the growth and development activities of the community.

Washington State Law does not authorize cities to collect impact fees related to police. The City, through adoption of Ord. 1097 in 1990, adopted a municipal code provision called “Development Impact Mitigation.” This code provision, codified as Chapter 15.48, provided alternatives for potential developers of land in Sedro-Woolley to mitigate the direct impacts caused by their proposed development activity. The premise was to allow developers the opportunity to mitigate the direct impact on the public health, safety, and general welfare of the community.

The code chapter (15.48.030) obligates the official, board, or body charged with deciding whether to give an approval, to determine all impacts that are a direct consequence of a proposed development. Section 15.48.020 A 1 specifically mentions “police services” among the pre-development demands upon service that the City is concerned about.



Section 15.48.040 of the Sedro-Woolley Municipal code states that the City may approve a voluntary payment agreement with a developer, but the agreement cannot be a condition of approval. If a voluntary payment is made, restrictions regarding the use of the funds, as described in this section, apply. Voluntary payments are placed in a reserve account and are only expended to fund capital improvements used to mitigate identified direct impacts.

Chapter 2.88 of the Municipal Code, Environmental Policy, references the City's State Environmental Policy Act (SEPA) procedures and policies. The City adopted sections of Chapter 197-11 of the Washington Administrative Code (WAC). The planning director for the City, or other person designated in writing by the director, is the responsible official. The director is guided by categorical exemptions and threshold determinations spelled out in the code. These exemptions apply, in the case of police facilities, for residential dwelling units of four units or less, and for commercial buildings of 4,000 square feet and 20 parking spaces or lower.

#### **Methodology Used To Collect the Police Mitigation Fee Since 1990**

The City has collected a Police Mitigation Fee following the formula applied to new development since the 1990's.

According to former Sedro-Woolley Planning Director Lacy Lahr and Clerk-Treasurer Patsy Nelson, the fee has been applied consistently since the 1990's. The process used is described in the draft comprehensive plan update, Chapter 7 Capital Facilities. It reads:

"The primary costs associated with providing police protection to new projects are those costs required to provide protection for the two year period from the start of the construction until tax revenues from the improved project reach the General Fund."

To calculate the impact of new development on police protection, the City determined, in 1990, that each call for police service costs an average of \$118.00. It also determined that each residential unit generated an average of .86 calls for service. Commercial development generated police service calls at an average rate of .002 calls per square foot of commercial space.

Therefore, the cost of providing police service to new development during the two-year lag-time between application filing and tax revenues for the improved project reaching the Sedro-Woolley general fund, is calculated by multiplying the number of residential units by .86, \$118.00, and two years, equaling \$202.96 for residential development, and by multiplying the square footage by .002, \$118.00, and two years yielding (\$0.472 times square footage) for commercial development. The \$202.96 is stated in the City's present impact fee schedule.

The residential unit fee calculation can be shown as:

$$.86^1 (\$118.00)^2 (2)^3 = \$202.96^4$$

<sup>1</sup> calls for service per residential unit per year

<sup>2</sup> the average cost of a police call for service

<sup>3</sup> years the City provides service to new development before tax revenue

<sup>4</sup> revenue from each unit of residential development

The commercial development obligation to pay impact fee is calculated based upon square footage as follows:

$$X \text{ sq.ft.}^1 (.002)^2 (\$118.00)^3 (2)^4 = Y^5$$

<sup>1</sup> the total square footage of the new development

<sup>2</sup> calls for police service per square foot

<sup>3</sup> the average cost of a police call for service

<sup>4</sup> years the City provides service to new development before tax revenue

<sup>5</sup> fee due from the developer

Historically the City has not applied the fee to industrial property or to public uses such as schools, public buildings, etc.

### **Funds Raised By Applying the Fee**

The funds received since 1990 have been modest, due to the use of the 1990 estimate of the cost of providing police service. While the true cost of providing service has steadily increased since 1990, the \$118.00 estimate has remained the same for fifteen years.

City Clerk-Treasurer Patsy Nelson provided a worksheet to ESCi which detailed Police Mitigation Fee receipts and expenditures for the past eleven years, from 1994 through 2004. These receipts were all placed in the dedicated Police Mitigation Fund. The information provided by Clerk-Treasurer Nelson follows.



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Sedro-Woolley, Washington – 2005 Police Mitigation Fee Analysis and Proposal

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Fund 310 – Mitigation for Police

Description	1994 Actual	1995 Actual	1996 Actual	1997 Actual	1998 Actual	1999 Actual	2000 Actual	2001 Actual	2002 Actual	2003 Actual	2004 Actual	Total
310 total Revenue	9,352	2,448	4,457	3,256	6,944	7,006	6,867	30,076	21,203	18,202	18,085	127,896
310 Total Expenditures	19,465	7,958	2,400	2,000	3,000	6,000	8,000	10,000	10,000	10,000	0	78,823

Thus, on average, the City generated approximately \$11,500 per year. From 2001 through 2004, significantly higher revenue was generated as \$87,566, or 68.5% of the total revenue, was received during the four year period, an average of \$21,891.50.

The trend of receiving a larger contribution of mitigation fees peaked in 2001, and then dropped by almost \$9,000 in 2002, before leveling off at \$3,000 less in both 2003 and 2004. Revenue in 2005 was trending below prior years. Through May of 2005, less than \$1,000 was collected as a result of limited new development, caused by sewer system inadequacies, according to Planner Lahr. The 2005 budget projected \$15,000 would be collected during the year. By late summer, revenue had increased as building activity was generating more fees.

**Expended Police Mitigation Fee Generated Funds**

At the beginning of 2005, the City had \$65,059 within the dedicated Police Mitigation Fee Fund. Expenditures for prior years are shown on the worksheet above (1994 through 2004). In 1994, the City expended \$19,465, but has not expended over \$10,000 in any other year. In the years 2001, 2002, and 2003 actual expenditures was \$10,000 per year.

Monies from the fund were expended for police purposes, the majority being applied to pay a portion of the cost of police automobiles purchased each year. Information provided by City Clerk-Treasurer Nelson indicated that monies generated for the fund were not sufficient in any year to cover the full cost of a police vehicle.

**Issues in 2005**

As part of the City's comprehensive plan update, the police department was required to update its public facility plan element. Police Chief Doug Wood worked with ESCi to evaluate the capital

needs of the department. Chief Wood concluded the department needed to acquire additional office space to accommodate growth. He displayed a plan prepared for the City, showing how a new municipal court courtroom could be built next to the police offices. If this is pursued, Chief Wood expects the department would be able to utilize some of the office and meeting space, as it should be available when the new courtroom is not in use for municipal court. Chief Wood reported that municipal court is not in session every day, nor is the courtroom presently used throughout an entire business day.

Chief Wood has identified other capital needs related to office space. Presently, the police records' employee works in the fire department office and a transcriptionist performs her work in a storage closet. A long-term need exists for a storage facility to house large evidence items, as well as a need for an impound area for at least two vehicles. The department has some space at city hall that is currently being modified to meet department needs, but the department could be better served by building or acquiring a facility that is specifically available for police department needs. A new building would require land acquisition, as Chief Wood reports there is no room for construction on the present site, nor is there any other City-owned property available.

Other capital needs include annual replacement or purchase of additional police vehicles and the technological equipment needed by police officers, in vehicles, to perform their jobs. With the on-going rapid change in technology, public safety personnel regularly require updated radios, computers, and video equipment. It is likely that annual funds will be needed to carry out routine change over of equipment to keep up with technological advances, and while the City outfits new and replacement vehicles due to department personnel and fleet increases.

## **City Issues and Needs Related to the Mitigation Fee Structure**

The city of Sedro-Woolley has operated successfully, since 1990, with the Police Mitigation Fee in its present form. While the City entered 2005 with a carry-over in excess of \$65,000 in the dedicated account, the City recognized the need to update the fee and generate sufficient funds to address the rise in cost of police facilities and capital needs. To date, the police department has not established a complete cost estimate to address its capital needs.

Another issue is the application of the Police Mitigation Fee to only residential and commercial developments, not industrial or other development which could generate a need for police services.

The City has the ability to set a potential revenue collection level that will generate funds to either fund a small or large percentage of the police department's needs. Historically, the decision to utilize funds from the dedicated account has been conservative to allow for creation of a fund that represents approximately three to four times the annual revenue, or six times the annual expenditure. The City has the ability to adjust this practice.

### **Formula Issue**

The formula established in 1990 has served the City relatively well, but, it has not been adjusted to take into account the rising cost of delivering police services. In addition, the City has not adjusted the rate to account for either potential growth or actual development activity.

When the City initiated the fee analysis in 2005, the intent was to simply bring the fee into compliance with 2005 costs and growth trends. However, the City's base of available information changed, causing the City to give ESCi direction to consider how the Police Mitigation Fee basis can be converted to a new formula. In order to establish and maintain a sustainable fee, the City would like to utilize a fee based upon verifiable base data that can be updated on a regular basis by city staff or consultants.

### **Limited Resource Information Has Been Available**

In the years prior to 2005, the City calculated the mitigation fee for residential units by applying the formula to the actual number of units to be developed. This formula has worked well for the City, and the formula is justified for future use with other factors updated to consider present costs. The City has suggested that it would like to change the method of calculating fees for commercial development.

Police Mitigation Fees for commercial development have been calculated by multiplying the square footage of proposed commercial development by the established formula. The formula did not differentiate between the variety of uses that come under the land use category of

commercial – retail, offices, high traffic generators, restaurants, wholesale, etc. The City plans to continue this practice. However, it has suggested that rather than apply the 1990 formula basing fees on square footage, the City would like to introduce a fee based upon the number of employees that will be employed at the new commercial development.

This method may be problematic, however, since mitigation fees are collected at the time of application processing for the new development, a time when the number of employees may not be known by the developer, as the end user of the commercial structure may not be known.

Given the difficulty in determining the number of employees, and the fact that available information generated through Sedro-Woolley's transportation model only reports the available acreage in the community, with no connection to the potential number of new employees, it is ESCi's recommendation that, at this time, the City consider increasing the commercial Police Mitigation Fee rate at the same level of increase as that proposed for residential uses. It is also recommended that the City consider applying the adjusted commercial rate to new industrial development.

To date, the police department has not maintained records which differentiate between commercial and industrial business calls for service. The Chief of Police reports, based on his opinion, that the calls for service over the past year by industrial users are very low.

### **Development/Justification for a Proposed New Fee**

The fee for residential units is based upon a cost of service, from the 1990's, of \$118.00, and a history of each residential unit generating .86 calls for service each year. In 2005, the Chief of Police estimates that the cost of each service call is \$193.00. The cost was determined by dividing the police department's 2004 budget of \$1,714,319 by a total call volume of 8,864.

Call volume has steadily increased as illustrated below.

**Sedro-Woolley Police Calls for Service**

Year	Calls for Service	Percentage Increase over Prior Year
2000	7,058	Not known
2001	7,139	1.147
2002	8,061	12.915
2003	8,393	4.118
2004	8,864	5.611
2005	est. 9,427	est. 6.351 (based upon 4,520 calls for service as of June 24, 2005, or 25.828571 calls per day.)

The table shows that since 2000, call volume has steadily increased. The difference between 2000 and the 2005 projected total is 2,369 calls, a 33.56% increase with an average of 6.71% per year.

The 2004 data provided by the Chief of Police also shows that residential calls for service represented approximately 67.58% of all calls. Thus, commercial and industrial calls for service represented the remaining 32.42%.

**New Residential Fee Calculation**

Earlier in 2005, the former planning director provided information showing that there are 4,550 residential units in the City, occupied or vacant. As stated above, approximately 67.6% of all police calls for service in 2004 were generated by residential units. Police Chief Wood has calculated that each call for service costs \$193.00.

Since there were an estimated 5,992 calls for service to residential units (67.6% of 8,864 calls in 2004), each of the 4,550 residential units averaged 1.31 calls during the year.

Assuming City estimates are correct, including the concept that once a development is approved it does not generate real estate taxes paid to the City for two years; the new fee calculation is as follows:

$$1.31^1 (\$193.00)^2 (2)^3 = \$505.76^4$$

<sup>1</sup> calls for service per residential unit per year

<sup>2</sup> the cost per call for service

<sup>3</sup> the years that taxes are not generated from new development

<sup>4</sup> the new fee that should be charged for each new residential unit

### **New Commercial Fee Calculation**

Available data for commercial activity shows that approximately 32.4% of all calls for service were generated by businesses in 2004, both commercial and industrial.

The present formula calculated each square foot of built commercial space generated .002 calls for service. Assuming that a commercial space is 10,000 square feet in size, the space would generate twenty calls for service in a calendar year. There is no data that has been provided by the police department to indicate that this formula should be adjusted, either up or down. In fact, the department's call records do not differentiate between commercial or industrial calls. Nor do police records show whether commercial or industrial properties generated more or less activity in the years before 2004. The best available data is the 2004 information that shows 32.4% of all police calls were "business" calls. There is no information available to distinguish the breakdown by square footage of any commercial property.

Continuing the use of the formula that the City has used historically, a new formula with the new cost per call for service would look like this:

$$.002^1 (X \text{ sq.ft.}) (\$193.00)^2 (2)^3 = Y$$

<sup>1</sup> calls per square foot of commercial space

<sup>2</sup> cost per call of service in 2004

<sup>3</sup> years before a new development is on the tax rolls

The new formula can be applied to a hypothetical commercial development in 2005 as follows:

<b>Existing Formula</b>		<b>Potential New Formula</b>	
.002	calls for service per year	.002	calls for service per year
X 10,000	square feet of development	X 10,000	square feet of development
X \$118	cost per call for service	X \$193.00	cost per call for service
X 2	years before property is taxed	X 2	years before property is taxed
<u>\$4,720</u>	Total Police Mitigation Fee due	<u>\$7,720</u>	Total Police Mitigation Fee due

The percentage increase would be 63.5% for commercial development and a 149% residential fee increase. While these percentage increases are high, the City should consider that the rates have not been increased in 15 years. It is proposed that the City consider adjusting the rates on an annual basis. This will avoid a higher increase rate in the future and avoid a loss of revenue needed to equip the police department with the capital facilities it requires to continue to deliver quality service to a growing community.

The City also expressed an interest in applying a fee for industrial use. Since the police department has not differentiated its call history by commercial or industrial use, it is recommended that the City consider adding industrial uses to the categories of development activity that will be assessed a Police Mitigation Fee.

There is no local evidence to show that industrial uses generate the same volume of calls as commercial. In fact, Chief Wood has opined that industrial uses generate a low call volume. Perhaps, the City should consider establishing an industrial fee that is one-quarter of the rate applied to commercial uses, and begin to specifically track service call data. If the department gathers information from actual calls and finds that industrial uses generate more or less than 25% of the call volume for commercial uses, the fee formula can be adjusted after a period of time.

It is also recommended that the City consider the development community's history of accepting or challenging the Police Mitigation Fee when determining whether the proposed rate is sufficient, or needs to be adjusted further, considering the proposed rates are based solely on a change in the cost of service.

In addition, if the police department develops and maintains better data to differentiate where calls for service are generated, it may be able to justify a new formula based on trends and patterns. Presently, data is not available to differentiate by type of business, size of business, or number of employees.

#### **City Proposal That ESCi Develop a Commercial Fee based upon Number of Employees**

The City had proposed basing the fee on employment because it has received employment projections, from its transportation planning consultants, showing expected community growth and potential new employment opportunities. This type of projection, showing employment

potential by transportation zones, is very useful for land use and transportation analysis. Employment information is also useful for establishing traffic impact fees and other related fees. The City hoped to tie its Police Mitigation Fee to the same database for the sake of consistency; however, doing so at this time without a proper foundation, could subject the City to challenge and delay in adopting a revised fee.

The City asked ESCi to develop a formula based on the number of employees to be generated by new commercial development. ESCi researched this option and was not able to develop a justifiable formula. There are a number of issues that need to be resolved before a rate can be developed, not the least of which is the lack of data now available from the City to justify a new employee-based fee.

ESCi researched various police departments and conducted an on-line search of crime statistics' publications of the U.S. Department of Justice and the Federal Bureau of Investigation. We were not able to find evidence that there is any credible data to show that the number of employees at a commercial establishment has a correlation to the number of calls generated for police services. Documents researched included:

- Crime in the U.S. – preliminary report for 2004
- Uniform Crime Reporting – National Incident Based Reporting System
- Uniform Crime Report Handbook (revised 2004)
- National Incident Based Reporting System, August 2000
- Criminal Victimization in the United States, 2003 Statistical Tables
- Bridging Gaps in Police Crime Data, 1999

Without a foundation established either through Sedro-Woolley historical records or credible national publications, ESCi does not recommend the City base its fee on employment.

**CITY OF SEDRO-WOOLLEY**

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

# Memorandum

To: Mayor and City Council  
From: Pat Hayden  
Date: 4/20/2006  
Re: Brickyard Creek Sub-Area Plan

**CITY COUNCIL AGENDA  
REGULAR MEETING**

**APR 26 2006**

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

---

I am still working on the Brickyard Creek Sub-Area Plan. I am not able to get a draft finished in good form by the Council Packet deadline. I request that the City Council open the public hearing on this matter, and continue the hearing to the next City Council day.

The purpose in getting a plan adopted in April or May is to permit us to apply for the IAC grant. Having a capital facilities plan for BYC is a requirement of the grant.

Pat Hayden

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

*DRAFT  
- This was the easy part . . . .*

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
ADOPTING THE BRICKYARD CREEK SUB-AREA PLAN OF THE  
COMPREHENSIVE PLAN, TO BE EFFECTIVE FOR A PERIOD OF SIX  
MONTHS, AND ENTERING FINDINGS OF FACT**

WHEREAS, the City Council of the City of Sedro-Woolley finds that it is necessary to plan for future improvements to Brickyard Creek; and

WHEREAS, the City Council of the City of Sedro-Woolley finds that these improvements should implement the goals in the Sedro-Woolley Comprehensive Plan;

WHEREAS, the City Council of the City of Sedro-Woolley finds that Brickyard Creek is a valuable resource for wildlife habitat, wetlands resources, recreation and storm water conveyance; and

WHEREAS, the City Council of the City of Sedro-Woolley finds that the City of Sedro-Woolley should invest in the improvement and rehabilitation of Brickyard Creek to provide for a walking trail, interpretative stations, and enhanced stream habitat through the City, and

WHEREAS, the City Council of the City of Sedro-Woolley finds that it should adopt for a period of six months as a temporary measure and on an emergency basis, a Brickyard Creek Sub-Area Plan element of the Comprehensive Plan until the plan can be updated and more fully completed, and adopted permanently as part of the 2006 necessary updates to the Comprehensive Plan; now, therefore,

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

**Section 1. Purpose.** The purpose of this interim Brickyard Creek Sub-Area Plan element of the Comprehensive Plan is to include the necessary improvements in the capital facilities plan to allow the City pursue funding of these facilities as identified in the Plan.

**Section 2. Duration of Ordinance.** This ordinance shall be in effect for a period of six months, beginning May 21, 2006, unless extended by the City Council.

**Section 3. Findings.** The City Council hereby finds as follows:

1. It is necessary to plan for future improvements to Brickyard Creek and their funding.
2. The City is experiencing major growth, which is impacting the City's recreational and storm water facilities at significant expense. It is fair and equitable for new development to pay its proportional share of the cost of these facilities.
3. The attached Brickyard Creek Sub-Area Plan implements the goals and policies in the Comprehensive Plan.

4. Adoption of the amendment to the Capital Facilities Element should be by interim ordinance.
5. The storm water elements of the Sub-Area plan are necessary for protection of the public health, safety, and welfare.

**Section 4. Plan Adopted.** The Brickyard Creek Sub-Area Plan set forth on Exhibit A is hereby adopted and incorporated into the Sedro-Woolley Comprehensive Plan and amendments thereto.

**Section 5. Public Hearing on Ordinance.** The City Council has held a public hearing on this ordinance and hereby adopts findings of fact justifying its actions, and is affirming the ordinance following the public hearing.

**Section 6. Codification.** This ordinance shall not be codified as part of the Sedro-Woolley Municipal Code, but a copy this ordinance shall be available for public review and copying at Sedro-Woolley City Hall.

**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 shall be effective May 21, 2006, for a period of six months, which is five (5) days after passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY:

# UNFINISHED BUSINESS

**CITY OF SEDRO-WOOLLEY**

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

**Memorandum**

**CITY COUNCIL AGENDA  
REGULAR MEETING**

**APR 26 2006**

To: Mayor and City Council

From: Staff/Pat Hayden

Date: 4/20/2006

Re: Annexation Ordinance

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 8

**I. Issue:** Should the City complete the Koozer annexation, apply the MC zoning designation, impose a pro-rata share of City indebtedness on the property, and accept the road ROW agreement?

**II. Background:** The Skagit County Commissioners and Boundary Review Board did not invoke jurisdiction in this matter, and the City is not requesting that any additional land be added to this annexation. The City has previously brought this property into the UGA with a zoning designation of MC (Mixed Commercial). The Koozers have signed the road ROW agreement attached to the ordinance which gives the City 60 feet of ROW. (The actual location of any road may change, depending on how the property is developed.

The City Council has previously passed a resolution declaring its intent of annex this property. This matter is ready to be formally resolved by passage of the accompanying annexation ordinance.

**III. Recommended Action:** Passage of Ordinance No. \_\_\_\_\_, titled:

“AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ANNEXING REAL PROPERTY CONTIGUOUS TO THE WESTERN PORTION OF THE CITY, AND ADOPTING A PROPOSED LAND USE ZONING REGULATION FOR THE REAL PROPERTY, AND SUBJECTING THE PROPERTY TO ITS PRO-RATA SHARE OF CITY INDEBTEDNESS.”

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

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ANNEXING REAL PROPERTY CONTIGUOUS TO THE WESTERN PORTION OF THE CITY, AND ADOPTING A PROPOSED LAND USE ZONING REGULATION FOR THE REAL PROPERTY, AND SUBJECTING THE PROPERTY TO ITS PRO-RATA SHARE OF CITY INDEBTEDNESS.**

WHEREAS, Howard and Barbara Koozer own real property that is contiguous to the City and within the urban growth area; and

WHEREAS, Howard and Barbara Koozer initiated proceeding to annex the real property to the City by filing a notice of intention to begin annexation proceedings; and

WHEREAS, the City held a meeting with the property owner as required by RCW 35A.14.120; and

WHEREAS, the City Council approved an Annexation Petition between the property owner and the City; and

WHEREAS, the property owner filed a Petition for Annexation with the City; and

WHEREAS, pursuant to notice required by law, the City Council held a public hearing on the proposed annexation; and

WHEREAS, the City Council determined that the Petition for Annexation meets the requirements of RCW Chapter 35.13.125-.150 and is sufficient according to the requirements of RCW 35.13.130; and

WHEREAS, at the public hearings, the City Council heard and considered comments regarding the annexation and the proposed zoning regulation; and

WHEREAS, the City Council determined that the best interests and general welfare of the City and of the real property will be served by the annexation; and

WHEREAS, the Boundary Review Board declined to invoke jurisdiction; and

WHEREAS, the City and Howard and Barbara Koozer have entered into an agreement to resolve issues related to transportation improvements; now, therefore,

**THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DO HEREBY ORDAIN AS FOLLOWS:**

**Section 1: Intention to Annex Territory.** The unincorporated territory legally described on Exhibit A and depicted on Exhibit B, both attached hereto and made a part hereof (“annexation area”), are hereby annexed into the corporate limits of the City of Sedro-Woolley.

**Section 2: Zoning and Comprehensive Plan Designations.** The Comprehensive Plan and zoning classifications of Mixed Commercial (MC) as currently designated on the most recently approved zoning and land use map are hereby adopted for the annexed area described above.

**Section 3. Taxation and Indebtedness.** Pursuant to the terms of the annexation petition, all property within the territory annexed shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation.

**Section 4. Solid Waste Franchise.** The City hereby gives notice of its intent, pursuant to written agreement, to assume from Waste Management of Washington, Inc. d/b/a Waste Management of Skagit County, a Delaware corporation:

a. Solid Waste collection from residential and commercial Customers within territory to be annexed ten (10) years from the Date of Annexation; and

b. Solid Waste collection for commercial Drop Box Customers located in the City limits of Sedro-Woolley, as now existing or hereafter annexed, for a period of five (5) years from the Date of Annexation.

**Section 5. Agreement regarding Road ROW.** The Agreement attached hereto as Exhibit C is hereby approved by the City Council.

**Section 6. Authority and Duties of Mayor and City Clerk.** Pursuant to RCW 35A.14.700, the Mayor and City Clerk are hereby authorized and directed to execute and file the required annexation certificates and required attachments with the Office of Financial Management, the Board of Commissioners for Skagit County, the Skagit County Auditor, and the Washington Boundary Review Board.

**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 shall take effect five days after its passage and publication as provided by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON APRIL  
26<sup>th</sup>, 2006.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AT TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Exhibit A: Legal Description

PERIMETER LEGAL DESCRIPTION  
HOWARD AND BABARA KOOZER PROPERTY  
CITY OF SEDRO-WOOLLEY  
RESOLUTION NO. 719-05

SKAGIT COUNTY ASSESSOR'S  
PARCEL NOS. P37206 AND P37331

That portion of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 23, Township 35 North, Range 4 East, W.M. described as follows:

Begin at a point on the East line of said subdivision that is the Northeast corner of the South 6 acres of that portion of said subdivision lying Northerly and Westerly of the State Highway right-of-way; thence West along the North line of said South 6 acres to the West line of said subdivision; thence North along the West line of said subdivision to the Northwest corner thereof; thence East along the North line of said subdivision to the Northeast corner thereof; thence South along the East line of said subdivision to the point of beginning.

Exhibit A

Exhibit B: Map



## Exhibit C: Agreement

**AGREEMENT REGARDING CONDITIONS OF ANNEXATION**

THIS AGREEMENT, made and entered into this 15 day of August, 2005 by and between the **CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation**, hereinafter referred to as “City”, and **Howard D. Koozer and Barbara J. Koozer, husband and wife**, hereinafter referred to jointly and severally as “Petitioner”,

WITNESSETH:

WHEREAS, the Petitioner has requested that the City of Sedro-Woolley annex that real property legally described on the attached Exhibit A, shown on the map attached as Exhibit B for illustrative purposes, and has plans and intentions of developing a portion of the annexed property for residential development; and

WHEREAS, said property is presently contiguous to the City of Sedro-Woolley, but presently not a part thereof; and

WHEREAS, it is the intent of the Petitioner to complete annexation proceedings and for incorporation of said area into the City of Sedro-Woolley; and

WHEREAS, the City has determined that there are certain impacts as a result of this annexation, apart from whether the development is completed, and that the City has an obligation to ensure that the property is developed as required by the Growth Management Act, related decisions of the Western Washington Growth Management Hearing Board (WWGMHB), and the Sedro-Woolley Comprehensive Plan; and

WHEREAS, if the City Council, functioning in its legislative capacity, annexes the real property at issue, then the Petitioner agrees to dedicate certain right of way, regardless of future development of the property being annexed; and

WHEREAS, the Petitioner has agreed to make such dedication as a condition of annexations, to induce the City Council to approve the annexation process; and

WHEREAS, the Petitioner voluntarily agrees to enter into this agreement to provide for certain improvements as specified herein, all as a condition of annexation, to induce the City Council to complete the annexation process,

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. Completion of Annexation Process.** The Petitioner will file with the City all documents necessary to complete the annexation process, as required by Chapter 35.13 RCW,

including the annexation of other lands as deemed necessary by the City Council and Washington State Boundary Review Board.

**2. Conveyance of Right of Way.** The Petitioner agrees as a condition of annexation to convey to the City a right of way for roads, streets and utilities over, across and under the North Sixty (60) feet of the property subject to annexation described on the attached Exhibit A, together with (a) sufficient additional right-of-way to accommodate the radius of the intersection with existing Hodgin Street as the road shall be designed by the City of Sedro-Woolley, and the right to make necessary cuts and slopes on adjacent property.

**3. Successors Bound.** This agreement shall be a covenant running with the above-described property owned by Petitioners or in which Petitioners have an interest, and shall bind the heirs, executors, assigns and successors in interest of the undersigned to the real property described herein, and shall constitute an obligation which may be specifically enforced against the parties and their successor's in interest, in addition to any other remedy allowed by law. The obligations of the Petitioner set forth in this agreement are cumulative and in addition all other obligations and regulations, and not in lieu thereof.

The obligations of this agreement are in addition to the requirements of the Sedro-Woolley development code, environmental regulations, and other statutes and regulations, and not in lieu thereof. Nothing in this agreement shall relieve or excuse the Petitioner from performing any obligation or condition of subdivision and development of the annexed property in effect at the time of application for development activity or land use action. In the development process, the Petitioner shall comply with all statutes, ordinances, regulations, and discretionary requirements relating to the development allowed by law.

**4. Litigation.** Should any court action be brought to enforce any terms of this agreement, to defend the rights of either party hereto or in the event of any controversial claim or dispute arising out of, or relating to this agreement or the method and manner of performance thereof or the breach thereof, the prevailing party shall be entitled, in addition to any other relief, a reasonable sum as litigation expenses. In the event neither party wholly prevails, the party that substantially prevails shall be awarded a reasonable sum as litigation expenses. Venue of an action to enforce the terms and conditions of this agreement shall be in Skagit County, Washington.

5. **In Contemplation of Annexation.** This agreement is conditioned upon annexation of all or substantially all of the real property described on the attached Exhibit A. It shall be void and of no effect if the City shall fail or refuse to annex said property. Provided further, nothing in this agreement shall bind the City Council of the City to annex said property, nor obligate the City to approve the subdivision and development of this property described herein, nor to impose or not impose any particular conditions or requirements for said development or land use actions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**CITY OF SEDRO-WOOLLEY,  
a Washington Municipal Corporation:**

  
MAYOR

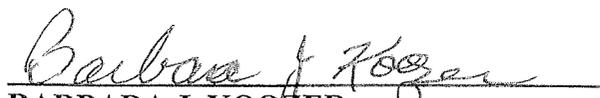
**Attest:**

  
CITY CLERK

**Approved as to Form:**

  
CITY ATTORNEY

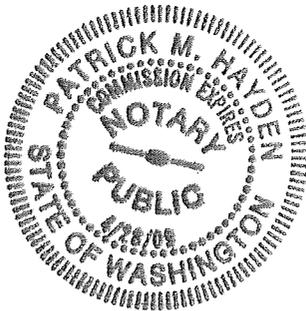
  
HOWARD D. KOOZER

  
BARBARA J. KOOZER

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SKAGIT )

I, the undersigned Notary Public, in and for the State and County, do hereby certify that on this day personal appeared before me Sharon Dillon, to me know to be the Mayor of the City of Sedro-Woolley, who executed the within instrument and acknowledged that they signed and sealed the same as the free and voluntary act and deed of said City for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 15 day of August, 2005.



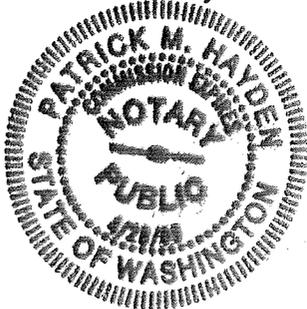
Handwritten signature of Patrick M. Hayden in black ink.

Notary Public in and for the State of  
Washington, residing at Sedro-Woolley  
My Commission Expires: 4-28-09  
Print Name Patrick M. Hayden

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SKAGIT )

I, the undersigned Notary Public, in and for the State and County, do hereby certify that on this date, personal appeared before me Howard D. Koozer and Barbara J. Koozer, to me known to be the individual(s) described in and who executed the within instrument and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day of August, 2005.



Handwritten signature of Patrick M. Hayden in black ink.

Notary Public in and for the State of  
Washington, residing at Sedro-Woolley  
My Commission Expires: 4/28/09  
Print Name Patrick M. Hayden

PERIMETER LEGAL DESCRIPTION  
HOWARD AND BABARA KOOZER PROPERTY  
CITY OF SEDRO-WOOLLEY  
RESOLUTION NO. 719-05

SKAGIT COUNTY ASSESSOR'S  
PARCEL NOS. P37206 AND P37331

That portion of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 23, Township 35 North, Range 4 East, W.M. described as follows:

Begin at a point on the East line of said subdivision that is the Northeast corner of the South 6 acres of that portion of said subdivision lying Northerly and Westerly of the State Highway right-of-way; thence West along the North line of said South 6 acres to the West line of said subdivision; thence North along the West line of said subdivision to the Northwest corner thereof; thence East along the North line of said subdivision to the Northeast corner thereof; thence South along the East line of said subdivision to the point of beginning.

Exhibit A



**WASHINGTON STATE BOUNDARY REVIEW BOARD  
FOR  
SKAGIT COUNTY**

302 South First Street, Mount Vernon, WA 98273-3805  
(360) 336-9384 FAX (360) 336-9469

---

April 13, 2006

MEMORANDUM

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

RE: CLOSING LETTER  
FILE NO. 06-01 CITY OF SEDRO WOOLLEY; Annexation (Koozer)

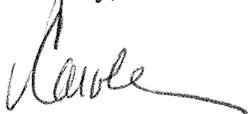
Dear Mr. Hayden:

As you know, the above referenced action was formally filed in this office on February 27, 2006. The Boundary Review Board has received no request for review as specified in RCW 36.93.100. Therefore, the 45-day review period having elapsed, this action is deemed approved as of April 13, 2006.

In order for the proposed action to be finalized it is necessary that you complete all other statutory requirements as stated in your RCWs. Once the final ordinance has been passed and recorded please send me a copy so that I can distribute it to all necessary county departments. **It is necessary to submit a copy of the final ordinance or resolution of the Boundary Review Board office in order to assure that all interested county departments receive a copy.**

If you choose, I will record the final document for you. Please send me the resolution or ordinance and include the recording fee in the form of a check made out to the Skagit County Auditor, and I will return the receipt to you. The front page **MUST** have a 3" top margin, and all additional pages must have a 1" margin all around. Please contact the Recording office, 336-9311, for current fees. If the front page does not have a 3" top margin, please include the additional fee for a cover sheet.

Sincerely,



Carole Korelin  
Planner for the Board



**SKAGIT COUNTY  
ADMINISTRATIVE SERVICES**  
GARY ROWE, County Administrator

April 12, 2006

Carole Korelin, Planner  
Washington State Boundary Review Board  
for Skagit County  
302 South First Street  
Mount Vernon, WA 98273

RE: Notice of Intention:  
File No. 06-01 City of Sedro Woolley: Annexation (Koozer)

Dear Ms. Korelin:

The Board of County Commissioners has received and reviewed the above proposed annexation and has chosen not to take action in this matter.

Should you need additional assistance, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Gary A. Rowe".

Gary Rowe  
Skagit County Administrator

Cc: Board of County Commissioners  
City of Sedro Woolley  
Planning  
Public Works  
File Copy

GR/mac

APR 26 2006

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 9

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION GRANTING FINAL APPROVAL TO THE “PLAT OF KLINGER ESTATES,” A 94-LOT PLANNED RESIDENTIAL DEVELOPMENT AND AUTHORIZING THE MAYOR OR HER DESIGNEE TO SIGN ALL FINAL PLAT APPROVAL DOCUMENTS**

**WHEREAS**, Grandview Inc., a Washington Corporation, has applied for final plat approval of a 94-lot planned residential development, of which, preliminary plat approval was granted on September 22, 2004 by City Resolution #704-04, known as “Klinger Estates Planned Residential Development;” and

**WHEREAS**, the Sedro-Woolley Planning Commission held an open record public hearing on the application on August 3, 2004 and August 17, 2004; and

**WHEREAS**, the purpose of final plat approval is to determine compliance with the preliminary plat conditions as required in RCW 58.17; and

**WHEREAS**, City staff have reviewed the application for final plat approval pursuant to the Findings of Fact and Order/Recommendation by the Planning Commission issued on August 17, 2004 and have found that the applicant has constructed and/or provided security for all required improvements for Klinger Estates; and

**WHEREAS**, The City Council finds that the final plat application is in substantial conformance with the approved preliminary plat; the requirements imposed when the preliminary plat was approved have been met; and the requirements of state law and the Sedro-Woolley Municipal Code which were in effect at the time of preliminary plat approval have been satisfied by Grandview Inc.

**NOW THEREFORE BE IT RESOLVED** by the Sedro-Woolley City Council that the Final Plat of Klinger Estates, as represented by the attached illustrative plat map and which is attached hereto as Exhibit A, is hereby approved with the following conditions and the Mayor or her designee is authorized to sign all Final Plat approval documents.

1. The City Council hereby adopts by reference the Proposed Findings of Fact set forth in the City staff Report, attached hereto as Exhibit B.
2. The owner shall be in compliance with the conditions set forth in the decision of the Planning Commission’s Findings of Fact and Order/Recommendation and all applicable laws, regulations and ordinances.

3. The owner shall post satisfactory security, as determined by City Staff for the following items together with provisions for maintenance bonds as approved by the City Staff.

- a) Final lift of asphalt
- b) F&S Grade Road improvements
- c) Landscaping
- d) Playgrounds
- e) Fences
- f) Final monumentation

\_\_\_\_\_  
Sharon Dillon  
Mayor, City of Sedro-Woolley

### CERTIFICATION

As City Clerk-Treasurer of the City of Sedro-Woolley, I hereby certify that the foregoing resolution was approved at a **REGULAR** Meeting of the City Council held on **Wednesday, April 26, 2006**, at which time a quorum was present and the resolution passed by a vote of FOR, \_\_\_ AGAINST, and \_\_\_\_\_ ABSTENTIONS.

\_\_\_\_\_  
Patsy Nelson, City Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Patrick M. Hayden, City Attorney

**City Staff Report - Exhibit A**  
**Resolution 704-04**

RESOLUTION NO. 704-04

A RESOLUTION of the City Council of the City of Sedro-Woolley, Washington, granting preliminary plat approval of Klinger Estates Planned Residential Development #2021.

WHEREAS, the Sedro-Woolley Planning Commission held an open record public hearing on the application on August 3, 2004 and August 17, 2004;

WHEREAS, the applicant submitted a revised preliminary plat application which does not include the stormwater detention pond as part of the required open space in SWMC 16.20;

WHEREAS, public testimony was received and Findings of Fact and Order/Recommendation by the Planning Commission issued on August 17, 2004 which found that the application was technically compliant with SWMC Ch. 16.20, but declined to recommend approval. A copy of the Findings of Fact and Order/Recommendation is attached hereto;

WHEREAS, the City Council considered the testimony, exhibits, and hearing record established by the Planning Commission;

NOW, THEREFORE BE IT RESOLVED that the City Council adopts the Findings of Fact in Sections 1.1 through Sections 1.10 of the attached Planning Commission Resolution;

BE IT FURTHER RESOLVED that the City Council finds that the revised preliminary plat application #2021 meets the requirements of Sedro-Woolley Municipal Code Chapter 16.20 and should be given preliminary plat approval, subject to conditions; and

BE IT FURTHER RESOLVED by the City Council of the City of Sedro-Woolley, Washington, that the revised preliminary plat of Klinger Estates Planned Residential Development #2021 is approved subject to the conditions contained in the city staff report, the Mitigated Determination of Nonsignificance dated June 23, 2004, and the city supplemental staff report. (Copies of such documents are attached hereto.) In addition, the application is subject to the condition that the alleyways between the townhouses shall be designated for one-way traffic only, as approved by the City Engineer.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 22<sup>nd</sup> DAY OF SEPTEMBER, 2004.

  
\_\_\_\_\_  
Sharon D. Dillon, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

CITY OF SEDRO-WOOLLEY PLANNING COMMISSION

In the Application of:

Klinger Estates Planned Residential  
Development.

Grandview, Inc., PO Box 159,  
Arlington, WA 98262.

Represented by Skagit Surveyors and  
Engineers.

Application No. 2021

FINDINGS OF FACT AND  
ORDER/RECOMMENDATION

This matter having come before the Sedro-Woolley Planning Commission on August 3, 2004 for a public hearing, which was continued to August 17, 2004, the Planning Commission having received testimony of the applicant and witnesses, reviewed the files and records, and having considered the evidence and arguments, now therefore, the Planning Commission hereby enters the following:

1.0 FINDINGS OF FACT

1.1 The applicant, Grandview, Inc., PO Box 159, Arlington, WA 98262, represented by Skagit Surveyors & Engineers, and William Foster, their attorney, filed a complete application for a 94 unit Planned Residential Development in the Single Family (SF1) zone. A letter of complete application was issued on March 22, 2004.

1.2 Sedro-Woolley Municipal Code Chapter 16.20, in effect on March 1, 2004, provides criteria for approval of Planned Residential Developments. SWMC Chapter 16.20 is incorporated by reference. Subsequent amendments to that chapter do not apply to this application.

1.3 Sedro-Woolley Municipal Code section 17.12.010 provides that planned residential developments are conditional uses in the Single Family (SF1 zone).

1.4 The Planning Commission received the following exhibits:

1. Staff Report and Supplemental Staff Report
2. Preliminary plat map (5/24/04) and revised preliminary plat map (8/16/04)
3. Master site plan (5/31/04)

4. PRD narrative
5. Legal description
6. Proposed building designs
7. Revised PRD narrative (6/1/04)
8. Revised legal description
9. Letter of complete application (3/22/04)
10. Affidavit of posting
11. Signed mailing procedures
12. Correspondence
13. SEPA Checklist (2/20/04)
14. Notice of Application (3/24/04)
15. Notice of Public Hearing & MDNS (6/23/04)
16. Mailing list
17. Comments received
18. Request for detention pond as common open space (letter dated 6/7/04 from Marianne Manville-Ailles, Skagit Surveyors & Engineers)
19. Stormwater Analysis Report (2/13/04)
20. Traffic Impact Analysis Report (5/27/04)
21. Wetlands Reconnaissance (5/4/04)
22. Aerial photo of property

Copies of these exhibits are attached hereto.

1.5 City of Sedro-Woolley Comprehensive Plan Goals and Policies:

Policy LU5.8: Encourage high standards of appearance in all residential areas and in other high visibility areas.

1.6 RCW 58.17.110 (1) and (2) provides:

**RCW 58.17.110**

**Approval or disapproval of subdivision and dedication -- Factors to be considered -- Conditions for approval -- Finding -- Release from damages.**

(1) The city, town, or county legislative body shall inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication. It shall determine: (a) If appropriate provisions are made for, but not limited to, the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) whether the public interest will be served by the subdivision and dedication.

(2) A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision

and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication. Dedication of land to any public body, provision of public improvements to serve the subdivision, and/or impact fees imposed under RCW 82.02.050 through 82.02.090 may be required as a condition of subdivision approval. Dedications shall be clearly shown on the final plat. No dedication, provision of public improvements, or impact fees imposed under RCW 82.02.050 through 82.02.090 shall be allowed that constitutes an unconstitutional taking of private property. The legislative body shall not as a condition to the approval of any subdivision require a release from damages to be procured from other property owners.

1.7 The staff report recommended that the application be approved, subject to the following conditions:

1. Comply with the mitigation measures included in the Mitigated

Determination of Non-significance dated June 23, 2004 and as set forth below:

- a. Erosion and sedimentation control: Provide erosion and sedimentation control plan in compliance with the Best Management Practices of the Department of Ecology Manual to prevent erosion during construction.
- b. Comply with the 1992 Department of Ecology Stormwater Manual.
- c. Frontage improvements to F&S Grade Road will consist of money in-lieu of improvements at the rate of \$150/LF as per SWPWDS 1.3.10.C.2.
- d. Impact fees shall be assessed and collected at the rate adopted by ordinance at the time of building permit issuance.
- e. Submit a lighting plan indicating the location of any lighting within the project. Lighting shall be shielded so as not to spill onto neighboring properties.
- f. Provide plans to the City showing the design and construction of the sewer system as approved by the City Engineer. All sanitary sewer lines shall be public and shall be located within the public right-of-way.
- g. Provide water to the site per plans approved by the Skagit County Public Utility District. Locate fire hydrants and provide adequate fire flow as approved by the Fire Chief.
- h. Comply with conditions in traffic impact analysis report dated 5-27-04, including off-site improvements consisting of intersection improvements to West Jones Road and F&S Grade Road, as described in the traffic impact analysis report and as approved by the City Engineer. Traffic impact fee credits may be given for improvements east of the F&S Grade Road centerline, as provided by city ordinances.
- i. Contribute voluntary police impact fees of \$202.96 per unit as per the City of Sedro-Woolley Comprehensive Plan Capital Facilities Element.
- j. Hours of construction shall be limited to 7:00 a.m. to 9:00 p.m. weekdays and 8:00 a.m. to 9:00 p.m. weekends as required in SWMC 9.46.020.
- k. Construct a pedestrian walking path along the western property line to be dedicated to the city, as indicated on the PRD Master Plan design.
- l. Construct a play area of at least 5,000 square feet in area, which includes equipment suitable for a variety of age groups as approved by the Planning Commission.

- m. Natural on-site vegetation must remain undamaged as well as any significant trees on-site as provided for in SWMC 17.65 during site construction.
  - n. Obtain and comply with conditions of a NPDES Stormwater general permit from the Department of Ecology.
  - o. All construction traffic shall use an approved F&S Grade Road access with a 100' geotextile and quarry spall construction entrance.
  - p. Obtain and comply with conditions of a Hydraulic Project Approval from the Department of Fish and Wildlife for discharge into Brickyard Creek.
  - q. Comply with Northwest Air Pollution Authority Requirements during construction activities.
  - r. Comply with SWMC 17.65, Natural Resources and Sensitive Areas.
  - s. Comply with all local, state and federal regulations, including Sedro-Woolley Municipal Code Chapter 15.40 Public Works Construction Standards; Title 16 Subdivisions, Title 17 Zoning; Sedro-Woolley Public Works Design Standards and Sedro-Woolley Comprehensive Plan.
2. Submit a play area design which includes equipment suitable for a variety of age groups, to be located on the playground areas labeled on the plat map, and construct or bond for play area improvements as a condition of final plat approval, all subject to approval by the city planner.
  3. Contribute the project's pro-rata share towards WSDOT's programmed project "SR 20, Sapp to Reed Street", based on calculations submitted by WSDOT, subject to approval by the City Engineer.
  4. Submit revised open space calculations in compliance with SWMC 16.20, which do not include the stormwater detention facility as common open space, subject to approval by the City Planner.
  5. Submit a landscaping and fencing plan designed to protect the adjacent agriculture property to the west as recommended herein, subject to approval by the City Planner. Such improvements must be constructed or bonded for, prior to final plat approval.
  6. Include the following language on the face of the final plat:
  7. "The subject property is within or near designated agricultural, forest or mineral resource lands on which a variety of commercial activities and management practices may occur that are not compatible with residential development for certain periods of limited duration."
  8. Comply with the City of Sedro-Woolley Solid Waste Enclosure Standards.
  9. Pursuant to SWMC 16.20.120 B(2), the developer shall pay any additional or accelerated costs for off-site improvements required as part of the development, or engineering studies to compute such costs, all as determined by the City Engineer.
  10. Comply with all other conditions recommended in the staff report.
  11. Modify condition in 1.7(1)(h) to reflect additional conditions included in the August 17, 2004 supplemental staff report:
    - a. Improvements to F&S Grade Road are planned facilities on the Sedro-Woolley Comprehensive Plan and/or six-year TIP. The developer should receive a reasonable credit for all improvements to F&S Grade Road on *both sides* of the road, to the extent included in the Comprehensive Plan/TIP. The staff recommendation should be modified to reflect this clarification.

1.8 The following special studies were required and are on file with the City Planning Department: Stormwater Analysis Report, Wetlands Reconnaissance, Traffic Impact Analysis Report.

1.9 The following project permits are required for this development: Fill and grade permit; variance to reduce the natural resource buffer; City subdivision approval; HPA from WDFW; NPDES permit from the DOE; SWPW access permit; SWPW approved haul route; SWPW ROW permit; building permits.

1.10 The Planning Commission finds that the revised preliminary plat dated August 16, 2004 meets the requirements set forth in SWMC Chapter 16.20 regarding the required amount of open space for a Planned Residential Development under the ordinance in effect at time of vesting.

1.11 The Planning Commission finds that despite technical compliance with the ordinance requirements, this plat is poorly designed, does not adequately provide for public health, safety, and general welfare, and that the public use and interest will not be served by approval of the plat.

Based on the foregoing findings of fact, the Planning Commission makes the following:

2.0 Order and Decision:

3.0 The Planning Commission has considered the application and finds that the revised proposal meets the technical requirements of SWMC Chapter 16.20 if subject to the foregoing conditions set forth in the staff report, MDNS, and supplemental staff report, but fails to meet the goal of providing well-planned housing with adequate provisions for the public health, safety, and general welfare. Therefore the Planning Commission recommends to the City Council that the application of Klinger Estates Planned Residential Development #2021 should not be granted approval in its present form.

Dated: August 17, 2004

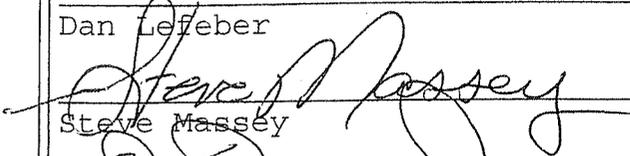
Sedro-Woolley Planning Commission

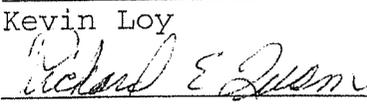
Pat Huggins  
Pat Huggins

Jim Johnson  
Jim Johnson

Dan Lefebber

Kevin Loy

  
Steve Massey

  
Richard Quam

  
Karl Shewmaker





Original City Staff Report



CITY OF SEDRO-WOOLLEY

Planning Department  
720 Murdock Street  
Sedro-Woolley, WA 98284  
(360) 855-0771  
[llahr@ci.sedro-woolley.wa.us](mailto:llahr@ci.sedro-woolley.wa.us)

## STAFF REPORT

Preliminary plat application #2021  
Klinger Estates Planned Residential Development

### Recommendation

Staff recommendation is to **approve** the application subject to the conditions contained in this document.

**Application:** PRD #2021

**Applicant:** Grandview, Inc., PO Box 159, Arlington, WA 98262. Represented by Skagit Surveyors & Engineers. Contact person: Dave McLaughlin (360) 855-2121.

**Address/Legal Description:** The property is located at 705 F&S Grade Road. Assessor's parcel numbers P37238 & P37164. Located within a portion of the northwest quarter of the northeast quarter of Section 23, Township 35 North, Range 4, East.

A copy of the complete application, including legal description is on file and is available for review at the Sedro-Woolley Planning Department, 720 Murdock Street, Sedro-Woolley, Washington 98284, or by calling (360) 855-0771.

**Request:** Klinger Estates Planned Residential Development Preliminary Plat application. Approximately 13.63 acres zoned Single Family and Duplex (SF1). Applicant is proposing to divide the property into 94 residential lots. The application includes a variance to reduce the setback requirement from natural resource properties from fifty (50) feet to twenty-five (25) feet. Project includes excavation of approximately 7,500 cubic yards of material and filling of approximately 7,000 cubic yards of material for the entire project.

**Project Permits Required:** Fill and grade permit; variance to reduce the natural resource buffer; City subdivision approval; HPA from WDFW; NPDES permit from the DOE; SWPW access permit; SWPW approved haul route; SWPW ROW permit; building permits.

**Studies Required or Requested:** Stormwater Analysis Report, Wetlands Reconnaissance, Traffic Impact Analysis Report.

**Environmental Documents:** The city issued a Mitigated Determination of Nonsignificance on June 23, 2004. No appeal of this determination was filed

**Public Comment Period:** Interested persons may comment on the application, receive notice, and participate in any hearings, request a copy of the decision, and appeal the decision. Written or oral testimony may be submitted to the City Planning Director, City of Sedro-Woolley, 720 Murdock Street, Sedro-Woolley, Washington, 98284. Additional information may be obtained by contacting Lacy Lahr at the City Planning Department: (360) 855-0771. Comments should be as specific as possible.

**Public Hearing:** The Sedro-Woolley Planning Commission will hold a public hearing on the preliminary plat application on **July 20, 2004 at 6:30 pm** at the Sedro-Woolley Municipal Court room located at 220 Woodworth Street. The public hearing was continued to **August 3, 2004 at 6:30 p.m.**

The courtroom is located on the second floor of the city hall building and is not wheelchair accessible. Please contact the Planning Department 24 hours prior to the hearing if accommodations will be needed.

**Notice Published:** June 23, 2004 in the Courier Times.

## **BACKGROUND**

### **Comprehensive Plan and Zoning Code Designations**

The Comprehensive Plan and Zoning Code designation for this property is Single Family and Duplex (SF1).

### **Floodplain designation**

This property is located in zone X, which is not considered an area of special flood hazard.

### **Adjacent Uses**

North – Properties to the north are zoned Single Family (SF1) and are single family residences.  
South – Properties to the south are zoned Single Family (SF1) and are developed as single family residences.  
East – Properties to the east are zoned Single Family (SF1) and are mostly large, vacant parcels.  
West – Properties to the west are zoned Single Family (SF1) and County designated Agriculture.  
This adjacent parcel is an active farm.

## **PROPOSED FINDINGS**

1. The subject property is zoned SF-1 (Single-Family and Duplex).
2. Sedro-Woolley Municipal Code Chapter 16.20 applies to Planned Residential

Development applications.

3. A letter of complete application was issued on March 22, 2004. A Notice of Development Application was posted on the subject property, published in a newspaper of general circulation on March 24, 2004, and mailed to adjoining property owners within 500 feet. The public hearing has been advertised in accordance with the requirements of SWMC 2.90.
4. The application has been reviewed in accordance with the State Environmental Policy Act WAC 197-11-800 (6)(b) and a Mitigated Determination of Nonsignificance was issued on June 23, 2004. No appeal of the determination was filed.
5. The subject property is not located in a flood hazard zone per FIRM Map 530151 0255D.
6. The subject property is located adjacent to lands designated as natural resource – agriculture by Skagit County. The application includes a variance to reduce the natural resource buffer required in SWMC 17.65.080 from fifty (50) feet to twenty-five (25) feet.
7. The subject parcel was reviewed for compliance with the Sedro-Woolley Critical Areas Ordinance. Based on the site visit and a wetlands reconnaissance dated May 4, 2004, no critical areas are located on the site. Brickyard Creek is located adjacent to the southwest corner of the parcel.
8. The subject property is approximately 13.63 acres in size and is located in the northwest portion of the city, south of F&S Grade Road.
9. Based on the master site plan dated March 20, 2004, the applicant is proposing to divide the property into 94 residential units, 54 of which would be detached single family homes and 40 would be townhomes (8 buildings with 5 units in each building). Average lot sizes for the detached single family lots are approximately 4,000 square feet.
10. As per SWMC 16.20.015, "Planned residential development" is a residential subdivision development using either a cottage or neo-traditional site plan. At least twenty percent of the site is in open space, including critical areas and their buffers. At least ten percent of the site must be in usable open space. The following qualify as usable open space:
  1. Contiguous areas at least two thousand square feet within five hundred feet of the residences;
  2. One-half the area of multipurpose stormwater facilities usable at least nine months of the year.
  3. Passive recreation such as trails or seating areas may be incorporated into the outside portion of critical area buffers if it does not jeopardize the protective function of the buffer.
  4. Utility Corridors. Only those portions of utility corridors developed as trail right-of-way may qualify for a portion of the usable open space requirement.

11. As per SWMC 16.20.015, “Neo-traditional site design” means a grid or modified grid street design, and garages accessed from alleys.

*The application includes an exception request to allow approximately half of the lots to access garages via public streets, with the other half accessing garages from alleys. Sedro-Woolley Municipal Code section 16.08.106 allows for exceptions from the design standards and improvements, if approved by the hearing body. “Exceptions from the design standards and improvement requirements set forth in this subchapter may be authorized by the hearing body in those instances, and on such conditions as it considers necessary to maintain the intent and purpose of the regulations and requirements; provided that no exception to the sanitary sewer connection shall be allowed. All exceptions shall be expressly set forth in writing as part of the approval and supported by findings and conclusions.” (Ord. 1450-03 § 2 (part), 2003)*

*Staff recommends approval of the exception request due to the unique lot configuration.*

12. The application to reduce the natural resource buffer is subject to the variance criteria of Sedro-Woolley Municipal Code 17.60.050. The criteria upon which a variance application is judged is as follows:

- A. It will not result in a detriment to neighbors or the public in general.

*There is an existing, active farm immediately west of the subject parcel. Requiring low-growing landscaping and inclusion of a fence as part of a twenty-five foot setback, along the entire western boundary, as opposed to a fifty-foot setback along only that portion of the boundary adjacent to agricultural zoning, will minimize potential conflicts between new homes and the adjacent farm. The landscaping and fencing design shall be submitted for approval by the City Planner. In addition, SWMC 17.65.080 requires the following language be placed on the face of the plat:*

*"The subject property is within or near designated agricultural, forest or mineral resource lands on which a variety of commercial activities and management practices may occur that are not compatible with residential development for certain periods of limited duration."*

- B. Special circumstances exist here which are not common to other similarly restricted properties, such as physical features, nature of surrounding improvements and uses, or proposed design elements that will meet the same purpose as the regulation from which relief is requested.

*The subject parcel is irregularly shaped and includes a collector street running the entire length of the parcel. The parcel is relatively narrow.*

- C. The cumulative effect of such variances will not undermine the purpose and intent of the regulation.

*Alternative measures to minimize conflicts between new residential development and existing farmland such as the inclusion of a fence will maintain the intent of the regulation of protecting Natural Resource – Agriculture property.*

D. The proposal supports the goals and objectives of the Comprehensive Plan.

*The proposal meets the goals and objectives of the Comprehensive Plan to resolve conflicts between existing agricultural uses and quickly growing residential areas in Sedro-Woolley. "Policy OS3.2: Establish a building setback of 50 feet and a tree-planting setback of 30 feet for residential areas along the perimeter of the Urban Growth Area which are adjacent to agricultural areas."*

*Staff recommends that the variance application be granted, and that the fifty-foot buffer be reduced to twenty-five (25) feet, with the condition that low-growing landscaping and a fence along the entire western boundary of the parcel be included.*

13. Sedro-Woolley Municipal Code section 16.20.100 allows common-wall dwellings in a planned residential development (PRD) at the same density as the underlying district, subject to approval by the hearing body.

*The project is proposed to include eight common-wall structures with five dwelling units per building, for a total of 40 townhouse dwelling units in common-wall structures. The total density of the site is seven (7) units per acre which is the maximum density allowed in the Single-Family and Duplex (SF1) zone. This plan does not exceed the maximum density allowed in this zone. The locations of the proposed common-wall structures are included in the preliminary plat map. Staff recommends approval of this proposal.*

14. Sedro-Woolley Municipal Code section 16.20.120 states that planned developments shall not be approved unless:

A. They are so located with respect to major streets, highways, and other transportation facilities as to provide direct access without creating undue traffic along minor streets outside such planned developments;

B. They are so located with respect to sanitary sewers, water lines, storm drainage facilities, schools, school yards, playgrounds, and other facilities that neither extension nor enlargement resulting in higher or earlier public cost will be required, unless:

1. The developers provide private utilities, facilities, or services approved by the public agencies which would normally provide them, and assure their satisfactory continuing operation and maintenance, or

2. The developers offset any added net public cost or early commitment of public funds necessitated by such development and pay for the cost, if any, of providing the necessary information relating to public cost and revenue for the city to make such a determination.

*Provide plans to the City showing the design and construction of the sewer system as approved by the City Engineer. All sanitary sewer lines shall be public and shall be located within the public right-of-way.*

*All lots intended to flow into the proposed “Garden of Eden sewer pump station” will not be issued building permits until such time as the sewer lines are installed and the sewer pump station is operating to accommodate flows.*

*Proposed conditions and the submitted design must ensure that improvements or contributions are made for the adequate provision of utilities, open spaces, transportation and other necessary infrastructure.*

15. Sedro-Woolley Municipal Code section 16.20.130 describes the method for determining density for a planned residential development:

A. Subtract Nonresidential Areas (NRA). Subtract from the gross land area (GLA) all land area to be occupied by nonresidential uses, other than open space and critical areas, to determine gross residential land area (GRA) for development.

B. Identify Critical Areas (CA). Calculate land area in all critical areas and their buffers, as defined in Section 16.20.015, except those low priority wetlands determined to be suitable for development under an approved wetland study. Subtract these critical areas (CA) from the gross residential land (GRA) area to determine unrestricted land area (ULA). (If property has no critical areas, go to subsection (C) of this section).

C. Subtract Area in Stormwater Ponds. If ponds qualify as multiple-use facilities under 17.xx, twenty-five percent of their area shall be subtracted, rather than one hundred percent.

D. Divide the net site area by the minimum lot area per dwelling (DLA) in the underlying zoning district (i.e. six thousand or eight thousand four hundred square feet) to determine base density (BD).

***Base density calculations for Klinger Estates PRD:***

*Total site area: 593,737 square feet.*

*Stormwater facility (not multi-use): 29,165 square feet.*

*Net site area: 564,572 square feet (minus stormwater detention pond)*

*Base density: 564,572 square feet divided by 6,000 square feet (minimum in SF1 zone):*

***Maximum 94 units***

16. Sedro-Woolley Municipal Code section 16.20.150 defines common open space as “that portion of the site which is accessible in common to all residents or patrons of the planned development and which is not covered by:

1. Structures (except recreational structures);
2. Parking and loading areas, except those provided in conjunction with recreational facilities;
3. Driveways;
4. Street rights-of-way;

5. Critical areas shall not be included for purposes of satisfying minimum requirements for usable open space but may be used as additional area above the ten percent minimum for purposes of density transfer credit.”

B. Every planned development shall include a minimum open space area equal to ten percent of the unrestricted land area. Critical areas shall be in addition to the minimum area. At least one-half of the open space shall be contiguous and no portion shall be less than two thousand square feet in area.

C. No lot within the development shall be more than five hundred feet from an open space area.

D. Open space may include bicycle and pedestrian paths, natural or landscaped buffer areas, community recreation facilities such as tennis courts, recreation buildings or swimming pools.

E. Filling or placement of debris in an open space area is prohibited unless specifically authorized under the critical areas ordinance.

F. All improvements associated with the open space, such as recreation centers, swimming pools and tennis courts, shall be constructed or a guarantee shall be posted prior to final approval of the planned development.

*The application includes approximately 14% of the site (84,239) in usable common open space which includes a play area, playground, passive open space, and a recreation trail.*

*The application includes a discussion by the applicant's representative (Exhibit L) describing why the stormwater detention facility should be counted as open space for purposes of satisfying the twenty percent (20%) minimum common open space required for a planned development. Staff has determined that common open space is only those areas which are accessible to residents within the development and the detention facility should not be considered as common open space. Stormwater detention facilities are not generally accessible to residents, particularly children within the development.*

*In section 16.20.130 of the code, only a portion of a multi-use stormwater facility (three-fourths) may be counted towards calculating the overall density of a project. Applicants are given a density bonus for NOT using a stormwater detention pond. In SWMC section 16.20.015, only half of a multi-use stormwater facility may be counted towards usable open space calculations. In either situation, the entire area of the stormwater facility is never counted in the bonus or as open space, nor should it be counted.*

*Similarly restricted areas within a development such as driveways and rights-of-ways are not counted as common open space and nor should stormwater detention facilities be counted as common open space.*

***Staff recommends denial of the request to include the detention facility as common open space. This request is inconsistent with SWMC Chapter 16.20, as interpreted by the City Planner. The stormwater detention facility as proposed is a permanent structure that prohibits the ground from being used for any other purpose, nor is it a critical or sensitive area to be preserved. The applicant has the option of creating an underground stormwater facility or an approved manmade sensitive area adjacent to Brickyard Creek.***

17. Sedro-Woolley Municipal Code section 16.20.160 allows for modifications of the street design, including right-of-way widths, as part of preliminary plat approval.

*The City Engineer / Public Works Director has determined that a sixty foot (60) right-of-way width is required for the street labeled "Klinger Street"; the other streets serving the development labeled "Helen Street" and "Lewis Place" may be fifty feet (50) of right-of-way given the unique configuration of the parcel. It would be difficult for all internal streets to meet the minimum sixty-foot (60) minimum right-of-way.*

18. Sedro-Woolley Municipal Code section 16.08.052 requires that appropriate dedications be provided to ensure adequate provisions for drainage and stormwater ways, streets, alleys, easements, slope rights, parks and other public open spaces for general purposes as may be required to protect the public health, safety and welfare. Convenient pedestrian and vehicular access to every lot by way of a dedicated street or permanent appurtenant easement shall be provided. Access from a dedicated street shall be required.

*Staff recommends as a condition of approval, that the plat include notation that the open space area located between Lots 15 and 16 is reserved for a city street and shall be dedicated to the city, at such time that a connection is needed to the adjacent property upon written request by the city.*

19. Pursuant to SWMC Ch. 2.90, the hearing body shall conduct the public hearing; review the preliminary plat for conformance with the minimum standards of this chapter and RCW Ch. 58.17; approve on condition, disapprove, or cause the public hearing to be continued. If the preliminary plat requires other approvals outside the hearing body's authority, the hearing body may approve the preliminary plat conditioned upon obtaining other approvals, or continue the hearing until such other approvals are obtained, as determined by the hearing body in its reasonable discretion. (Ord. 1450-03 § 2 (part), 2003)

20. The hearing body shall inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication. The hearing body shall consider all relevant facts to determine whether the public interest will be served by the subdivision and dedication, and if the hearing body finds that the proposed plat makes appropriate provision for the public health, safety and general welfare and for open spaces, drainage ways, streets, alleys, other public ways, water supplies, sanitary wastes, fire protection facilities, parks, playgrounds, sites for school and schoolgrounds and that the public use and interest will be served by the platting of subdivision, then it shall be approved. If the hearing body finds that the proposed plat does not provide the appropriate elements or that the public use and interest will not be served, then the hearing body may disapprove the proposed plat. Dedication of land to any public body may be required as a condition of subdivision approval and shall be clearly shown on the final plat. The hearing body shall not as a condition to the approval of any plat require a release from damages to be procured from other property owners. (Ord. 1450-03 § 2 (part), 2003)

*Proposed condition for approval are intended to ensure that improvements or contributions are made for the adequate provision of utilities, open spaces, transportation and other necessary infrastructure.*

21. Sedro-Woolley Municipal Code 16.08.100 “Subchapter VI. Design and Construction Standards”, requires conformance with SWMC Chapter 15.40, including the Public Works and Developer Standards.

## RECOMMENDATION

Based on the above findings and attached Exhibits A through V, the City of Sedro-Woolley staff recommends **approval** of the preliminary plat application subject to the following conditions:

- A. Comply with the mitigation measures included in the Mitigated Determination of Non-significance dated June 23, 2004 and as set forth below:
  - i. Erosion and sedimentation control: Provide erosion and sedimentation control plan in compliance with the Best Management Practices of the Department of Ecology Manual to prevent erosion during construction.
  - ii. Comply with the 1992 Department of Ecology Stormwater Manual.
  - iii. Frontage improvements to F&S Grade Road will consist of money in-lieu of improvements at the rate of \$150/LF as per SWPWDS 1.3.10.C.2.
  - iv. Impact fees shall be assessed and collected at the rate adopted by ordinance at the time of building permit issuance.
  - v. Submit a lighting plan indicating the location of any lighting within the project. Lighting shall be shielded so as not to spill onto neighboring properties.
  - vi. Provide plans to the City showing the design and construction of the sewer system as approved by the City Engineer. All sanitary sewer lines shall be public and shall be located within the public right-of-way.
  - vii. Provide water to the site per plans approved by the Skagit County Public Utility District. Locate fire hydrants and provide adequate fire flow as approved by the Fire Chief.
  - viii. Comply with conditions in traffic impact analysis report dated 5-27-04, including off-site improvements consisting of intersection improvements to West Jones Road and F&S Grade Road, as described in the traffic impact analysis report and as approved by the City Engineer. Traffic impact fee credits may be given for improvements east of the F&S Grade Road centerline, as provided by city ordinances.
  - ix. Contribute voluntary police impact fees of \$202.96 per unit as per the City of Sedro-Woolley Comprehensive Plan Capital Facilities Element.
  - x. Hours of construction shall be limited to 7:00 a.m. to 9:00 p.m. weekdays and 8:00 a.m. to 9:00 p.m. weekends as required in SWMC 9.46.020.
  - xi. Construct a pedestrian walking path along the western property line to be dedicated to the city, as indicated on the PRD Master Plan design.
  - xii. Construct a play area of at least 5,000 square feet in area, which includes equipment suitable for a variety of age groups as approved by the Planning Commission.

- xiii. Natural on-site vegetation must remain undamaged as well as any significant trees on-site as provided for in SWMC 17.65 during site construction.
  - xiv. Obtain and comply with conditions of a NPDES Stormwater general permit from the Department of Ecology.
  - xv. All construction traffic shall use an approved F&S Grade Road access with a 100' geotextile and quarry spill construction entrance.
  - xvi. Obtain and comply with conditions of a Hydraulic Project Approval from the Department of Fish and Wildlife for discharge into Brickyard Creek.
  - xvii. Comply with Northwest Air Pollution Authority Requirements during construction activities.
  - xviii. Comply with SWMC 17.65, Natural Resources and Sensitive Areas.
  - xix. Comply with all local, state and federal regulations, including Sedro-Woolley Municipal Code Chapter 15.40 Public Works Construction Standards; Title 16 Subdivisions, Title 17 Zoning; Sedro-Woolley Public Works Design Standards and Sedro-Woolley Comprehensive Plan.
- B. Submit a play area design which includes equipment suitable for a variety of age groups, to be located on the playground areas labeled on the plat map, and construct or bond for play area improvements as a condition of final plat approval, all subject to approval by the city planner.
  - C. Contribute the project's pro-rata share towards WSDOT's programmed project "SR 20, Sapp to Reed Street", based on calculations submitted by WSDOT, subject to approval by the City Engineer.
  - D. Submit revised open space calculations in compliance with SWMC 16.20, which do not include the stormwater detention facility as common open space, subject to approval by the City Planner.
  - E. Submit a landscaping and fencing plan designed to protect the adjacent agriculture property to the west as recommended herein, subject to approval by the City Planner. Such improvements must be constructed or bonded for, prior to final plat approval.
  - F. Include the following language on the face of the final plat:
    - i. "The subject property is within or near designated agricultural, forest or mineral resource lands on which a variety of commercial activities and management practices may occur that are not compatible with residential development for certain periods of limited duration."
  - G. Comply with the City of Sedro-Woolley Solid Waste Enclosure Standards.
  - H. Pursuant to SWMC 16.20.120 B(2), the developer shall pay any additional or accelerated costs for off-site improvements required as part of the development, or engineering studies to compute such costs, all as determined by the City Engineer.
  - I. Comply with all other conditions recommended in the staff report.

## EXHIBITS

- A. Preliminary plat application
- B. Preliminary plat map (5/24/04)
- C. Master site plan (5/31/04)
- D. PRD narrative
- E. Legal description

- F. Proposed building designs
- G. Revised PRD narrative (6/1/04)
- H. Revised legal description
- I. Letter of complete application (3/22/04)
- J. Affidavit of posting
- K. Signed mailing procedures
- L. Correspondence
- M. SEPA Checklist (2/20/04)
- N. Notice of Application (3/24/04)
- O. Notice of Public Hearing & MDNS (6/23/04)
- P. Mailing list
- Q. Comments received
- R. Request for detention pond as common open space (letter dated 6/7/04 from Marianne Manville-Ailles, Skagit Surveyors & Engineers)
- S. Stormwater Analysis Report (2/13/04)
- T. Traffic Impact Analysis Report (5/27/04)
- U. Wetlands Reconnaissance (5/4/04)
- V. Aerial photo of property

## Notice of Public Hearing & Mitigated Determination of Non-significance Plat of Klinger Estates Application #2021

**Project Description:** Klinger Estates Planned Residential Development Preliminary Plat application. Approximately 13.63 acres zoned Single Family and Duplex (SF1). Applicant is proposing to divide the property into 94 residential lots. The application includes a variance to reduce the setback requirement from natural resource properties from fifty (50) feet to twenty-five (25) feet. Project includes excavation of approximately 7,500 cubic yards of material and filling of approximately 7,000 cubic yards of material for the entire project.

**Project Location:** The property is located at 705 F&S Grade Road. Assessor's parcel numbers P37238 & P37164. The complete application file, including legal description is on file and available for review at the Planning Department located at 720 Murdock Street.

**Project Applicant:** Grandview, Inc., PO Box 159, Arlington, WA 98262. Represented by Skagit Surveyors & Engineers. Contact person: Dave McLaughlin (360) 855-2121.

**Environmental Review:** The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement is not required under RCW section 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. City hall office hours are 7:30 a.m. to 5:00 p.m., Monday through Friday. This determination is based upon mitigation being provided by the applicant as set forth below:

**The lead agency previously issued a comment period for this proposal under the Optional DNS process under WAC 197-11-355.**

The following conditions have been identified that may be used to mitigate the adverse environmental impacts of the proposal:

1. Erosion and sedimentation control: Provide erosion and sedimentation control plan in compliance with the Best Management Practices of the Department of Ecology Manual to prevent erosion during construction.
2. Comply with the 1992 Department of Ecology Stormwater Manual.
3. Frontage improvements to F&S Grade Road will consist of money in-lieu of improvements at the rate of \$150/LF as per SWPWDS 1.3.10.C.2.
4. Impact fees shall be assessed and collected at the rate adopted by ordinance at the time of building permit issuance.
5. Submit a lighting plan indicating the location of any lighting within the project. Lighting shall be shielded so as not to spill onto neighboring properties.
6. Provide plans to the City showing the design and construction of the sewer system as approved by the City Engineer. All sanitary sewer lines shall be public and shall be located within the public right-of-way.

7. Provide water to the site per plans approved by the Skagit County Public Utility District. Locate fire hydrants and provide adequate fire flow as approved by the Fire Chief.
8. Comply with conditions in traffic impact analysis report dated 5-27-04, including off-site improvements consisting of intersection improvements to West Jones Road and F&S Grade Road, as described in the traffic impact analysis report and as approved by the City Engineer. Traffic impact fee credits may be given for improvements east of the F&S Grade Road centerline; as provided by city ordinances.
9. Contribute voluntary police impact fees of \$202.96 per unit as per the City of Sedro-Woolley Comprehensive Plan Capital Facilities Element.
10. Hours of construction shall be limited to 7:00 a.m. to 9:00 p.m. weekdays and 8:00 a.m. to 9:00 p.m. weekends as required in SWMC 9.46.020.
11. Construct a pedestrian walking path along the western property line to be dedicated to the city, as indicated on the PRD Master Plan design.
12. Construct a play area of at least 5,000 square feet in area, which includes equipment suitable for a variety of age groups as approved by the Planning Commission.
13. Natural on-site vegetation must remain undamaged as well as any significant trees on-site as provided for in SWMC 17.65 during site construction.
14. Obtain and comply with conditions of a NPDES Stormwater general permit from the Department of Ecology.
15. All construction traffic shall use an approved F&S Grade Road access with a 100' geotextile and quarry spall construction entrance.
16. Obtain and comply with conditions of a Hydraulic Project Approval from the Department of Fish and Wildlife for discharge into Brickyard Creek.
17. Comply with Northwest Air Pollution Authority Requirements during construction activities.
18. Comply with SWMC 17.65, Natural Resources and Sensitive Areas.
19. Comply with all local, state and federal regulations, including Sedro-Woolley Municipal Code Chapter 15.40 Public Works Construction Standards; Title 16 Subdivisions, Title 17 Zoning; Sedro-Woolley Public Works Design Standards and Sedro-Woolley Comprehensive Plan.

**Required Permits:** Fill and grade permit; variance to reduce the natural resource buffer; City subdivision approval; HPA from WDFW; NPDES permit from the DOE; SWPW access permit; SWPW approved haul route; SWPW ROW permit; building permits.

**Required Studies:** Stormwater Analysis Report, Wetlands Reconnaissance, Traffic Impact Analysis Report.

**Existing Environmental Documents:** None

The complete application, all documents and evidence relied upon by the applicant, and applicable criteria are available for inspection at no cost at the City Planning Department and copies will be provided at the requestor's cost. Office hours are Monday through Friday, 7:30 a.m. to 5:00 p.m.

**Development regulations used for project review/mitigation:** SWMC Chapter 16.20 Planned Residential Developments; SWMC Chapter 17.12 Single-Family and Duplex (SF1) zone;

SWMC Chapter 2.88 Environmental Policy; SWMC 2.90 Consolidated Planning Procedures; SWMC 15.40 Public Works Construction Standards; Sedro-Woolley Public Works Design Standards; Sedro-Woolley Comprehensive Plan.

**SEPA Appeal Period:** Written appeals of this threshold determination must be received by **July 7, 2004** and should be submitted to the City Planning Department, 720 Murdock Street, Sedro-Woolley, WA 98284. For more information, please contact Lacy Lahr at 360-855-0771.

**Public Hearing:** The Sedro-Woolley Planning Commission will hold a public hearing on the application **July 20, 2004 at 6:30 pm** at the Sedro-Woolley Municipal Court room located at 220 Woodworth Street.

The courtroom is located on the second floor of the city hall building and is not wheelchair accessible. Please contact the Planning Department 24 hours prior to the hearing if accommodations are needed.

**Responsible Official:** Lacy Lahr, City Planner

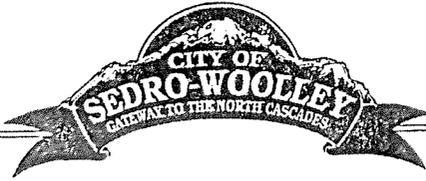
**Address:** 720 Murdock Street, Sedro-Woolley, WA. 98284

**Date of Issue:** June 23, 2004

**Date of publication:** Published in Courier Times on June 23, 2004.

**Signature:**

A handwritten signature in cursive script, appearing to read "Lacy Lahr", written in black ink.



CITY OF SEDRO-WOOLLEY

---

Lacy Lahr, City Planner  
Planning Department  
720 Murdock Street  
Sedro-Woolley, WA 98284  
(360) 855-0771  
[llahr@ci.sedro-woolley.wa.us](mailto:llahr@ci.sedro-woolley.wa.us)

**SUPPLEMENTAL STAFF REPORT**  
**Preliminary plat application #2021**  
**Klinger Estates Planned Residential Development**

August 17, 2004

**Background:**

*The Planning Commission directed staff to attempt to resolve disputed issues with the applicant concerning contributions to half-street improvements on F&S Grade Road, and open space calculations as they related to the detention pond. Staff met with the applicant and his representatives on Monday, August 16, 2004. The City and applicant agree on issues 1 & 2. The City and applicant are not in agreement on issue 3, whether the detention facility qualifies as open space pursuant to SWMC chapter 16.20.*

**1. Contribution towards half-street improvements on F&S Grade Road of \$150 per linear foot of frontage.**

The applicant agreed to pay \$150 per lineal foot of street frontage on F&S Grade Road, a secondary arterial, in-lieu of half-street improvements for this frontage. The Sedro-Woolley Comprehensive Plan Transportation Element estimated costs per linear foot for full street improvements for a secondary arterial is a minimum of \$599 per foot, based on final design costs as determined by the City Engineer. This issue is resolved.

**2. Credits against impact fees.**

Sedro-Woolley Municipal Code section 15.60.060 and RCW 82.02.050 provide that the developer will receive a credit against impact fees for improvements or contributions towards planned facilities. Improvements to F&S Grade Road are planned facilities on the Sedro-Woolley Comprehensive Plan and/or six-year TIP. The developer should receive a reasonable credit for all improvements to F&S Grade Road on *both sides* of the road, to the extent included in the Comprehensive Plan/TIP. The staff recommendation should be modified to reflect this clarification. The applicant is in agreement.

**3. Detention facility as unusable open space.**

The applicant has presented an alternative interpretation of open space in SWMC 16.20.015, to include his storm water detention pond. City staff maintains that the open space required as part of a planned residential development should not include otherwise required infrastructure such as unusable stormwater detention facilities. It should not be assumed that because the City Council did not expressly exclude detention ponds from the definition of unusable open space that they fall into that category.

The developer is required to provide for stormwater detention and treatment as part of any development, including standard subdivisions which do not allow for reduced lot sizes. The Planning Commission recently recommended a code change to the City Council, which was adopted, to encourage the use of multipurpose stormwater facilities by giving density credits of 75% of the area and by allowing half of the area to be counted as usable open space (SWMC

16.20.015 and SWMC 16.20.130). The policy of encouraging multiuse or underground stormwater facilities would be defeated by accepting the developer's interpretation of the city code to permit mandatory infrastructure required of all developments to be counted as open space, without the addition of the encouraged improvements to permit multiple use facilities.

The applicant has presented an alternative proposal which meets the minimum twenty percent (20%) open space required by reducing lot sizes. The Planning Commission should note that the current PRD ordinance has **no minimum lot size** so long as the development provides the minimum required open space and does not exceed the maximum number of units allowed by calculating base density as provided in SWMC 16.20.130. Base density calculations for this proposal are a maximum of 94 units. City staff finds that the alternative design meets the requirements of the Planned Residential Development ordinance (SWMC Chapter 16.20) and should be approved.

#### 4. Play equipment

The MDNS and staff recommendation in the staff report provides that age-appropriate play equipment shall be provided as specified by the Planning Commission, as a condition of approval. The Planning Commission may elect to allow city staff to approve the design, or may specify during the preliminary plat approval process what type of equipment will be required within the development. Please advise if this is a concern.

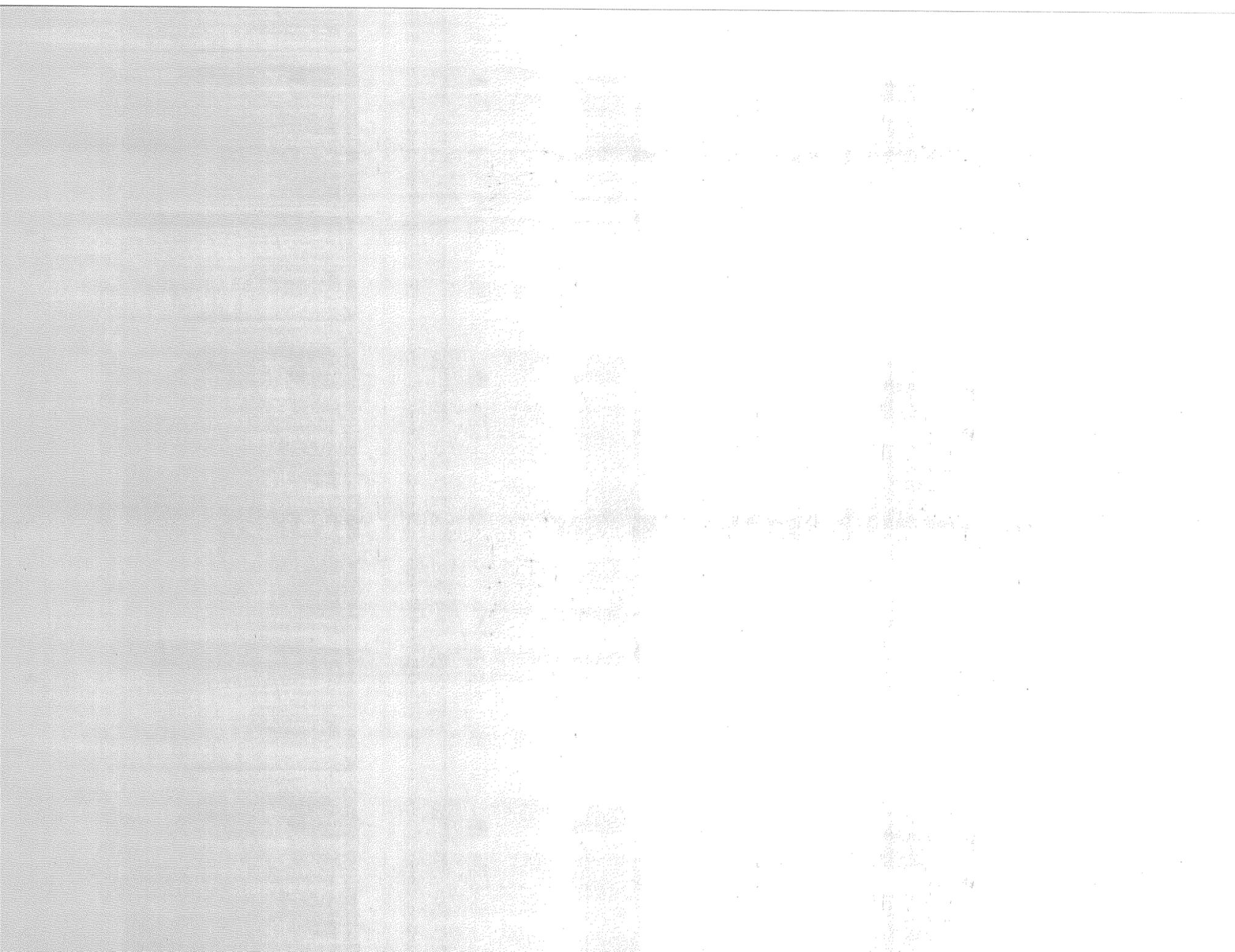
#### **Recommendation:**

*Staff recommends that the Planning Commission recommend approval of the revised design which provides additional open space, and approval of the variance to the agricultural buffer, subject to the conditions, requirements, and recommendations of the staff report, MDNS, with the following changes:*

- A. Comply with the mitigation measures included in the Mitigated Determination of Non-significance dated June 23, 2004 and as set forth below:...
  - (viii). Comply with conditions in traffic impact analysis report dated 5-27-04, including off-site improvements consisting of intersection improvements to West Jones Road and F&S Grade Road, as described in the traffic impact analysis report and as approved by the City Engineer. Traffic impact fee credits may be given for improvements east of the to F&S Grade Road centerline, as provided by city ordinances and RCW 82.02.050.

Resolution \_\_\_\_\_ Exhibit A

11X17 Plat Map



# Plat of KLINGER ESTATES

in the NW1/4 of the NE1/4 of Section 23, Twp. 35 N., Rng. 4 E., W.M.  
City of Sedro-Woolley file number: SW 05-2021

## Legal Description

PARCEL A: THAT PORTION OF THE EAST 660 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTH OF THE PIGET SOUND AND BAKER RIVER RAILWAY RIGHT-OF-WAY AS CONVEYED BY DEED RECORDED JULY 30, 1907, IN VOLUME 82 OF DEEDS, PAGE 582, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND LYING SOUTHWESTERLY OF THE FORMER FAIRHAVEN AND SOUTHERN RAILWAY RIGHT-OF-WAY AS CONVEYED BY DEED RECORDED JULY 10, 1890 IN VOLUME 12 OF DEEDS AT PAGE 491, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE EAST 264 FEET THEREOF;

AND EXCEPT THE FOLLOWING DESCRIBED TRACTS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 264 FEET OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN WITH THE SOUTH LINE OF THE FAIRHAVEN AND SOUTHERN RAILWAY RIGHT-OF-WAY AS CONVEYED BY DEED RECORDED JULY 10, 1890, IN VOLUME 12 OF DEEDS AT PAGE 491, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE N 50°56'17"W ALONG THE SOUTH LINE OF SAID FAIRHAVEN AND SOUTHERN RAILWAY RIGHT-OF-WAY, A DISTANCE OF 2.36 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 39°03'43"W, A DISTANCE OF 110 FEET; THENCE S 50°56'17"E, A DISTANCE OF 24.82 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH CENTRAL ANGLE OF 51°53'22" AND AN ARC DISTANCE OF 18.11 FEET; THENCE S 00°57'06"W, A DISTANCE OF 22.10 FEET; THENCE N 89°02'54"W, A DISTANCE OF 85 FEET; THENCE N 00°57'06"E, A DISTANCE OF 84.99 FEET; THENCE N 89°02'54"W, A DISTANCE OF 20 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 20 FEET; THENCE NORTHWESTLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 31.42 FEET; (THE CHORD OF SAID CURVE BEARS N 44°02'54"W, A DISTANCE OF 28.28 FEET); THENCE N 89°02'54"W, A DISTANCE OF 64.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 110 FEET; THENCE NORTHWESTLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67.41 FEET; THENCE NORTHWESTLY AND WESTERLY ALONG SAID CURVE BEARS N 21°50'29"E, A DISTANCE OF 66.36 FEET; THENCE N 39°03'43"E, A DISTANCE OF 30.71 FEET; THENCE S 50°56'17"E, A DISTANCE OF 60 FEET; THENCE N 39°03'43"E, A DISTANCE OF 75.63 FEET TO THE SOUTHWESTERLY LINE OF SAID FAIRHAVEN AND SOUTHERN RAILWAY RIGHT-OF-WAY; THENCE S 50°56'17"E, A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL B: THAT PORTION OF THE EAST 264 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTH OF THE OLD FAIRHAVEN AND SOUTHERN RAILWAY RIGHT-OF-WAY, AS CONVEYED BY DEED RECORDED JULY 10, 1890, IN VOLUME 12 OF DEEDS, PAGE 491, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THE EAST 528 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; ALSO EXCEPT THEREFROM THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 WITH THE SOUTH RIGHT-OF-WAY LINE OF THE F&S GRADE ROAD; THENCE S 52°19'00"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 225.00 FEET TO THE MOST NORTHERLY CORNER OF LOT 2 OF SEDRO-WOOLLEY SHORT PLAT NO. 02-91, ACCORDING TO THE PLAT THEREOF FILED IN VOLUME 10 OF SHORT PLATS, PAGE 47, UNDER AUDITOR'S FILE NO. 9201270051, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE S 25°52'23"W ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 168.11 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE S 88°22'26"W PERPENDICULAR TO THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 102.39 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; THENCE CONTINUING S 89°32'26"W, A DISTANCE OF 100.10 FEET; THENCE N 07°27'34"W PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, A DISTANCE OF 159.58 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

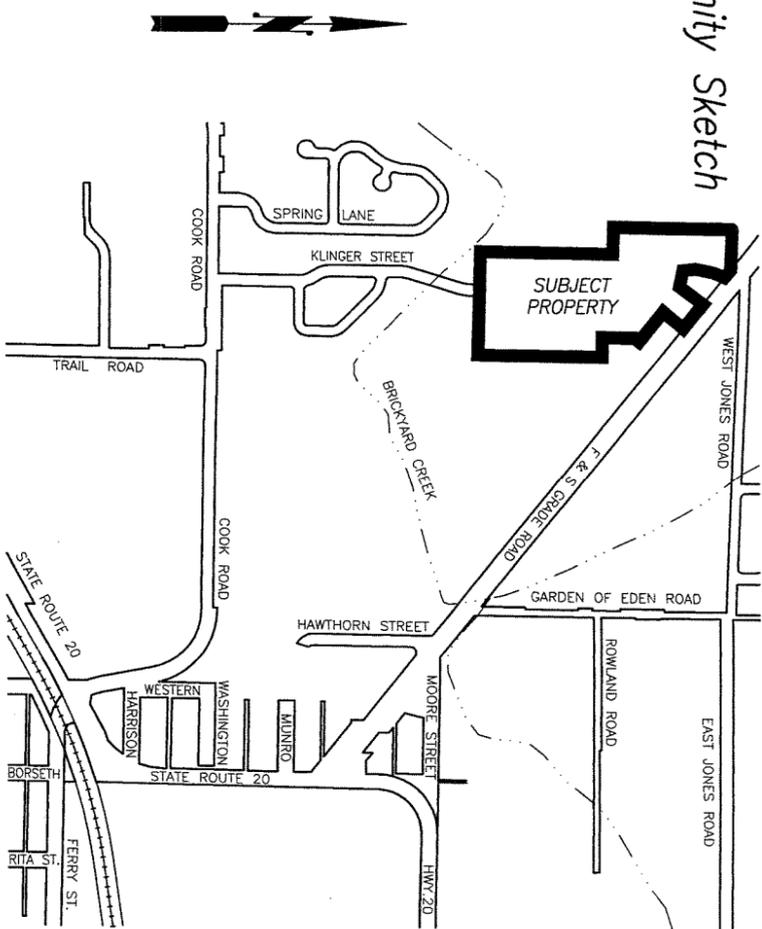
AND EXCEPT THEREFROM THAT PORTION OF LOT 3 OF SEDRO-WOOLLEY SHORT PLAT NO. 02-91, FILED IN VOLUME 10 OF SHORT PLATS, PAGE 47, UNDER AUDITOR'S FILE NO. 9201270051, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 3 WITH THE SOUTH LINE OF THE F&S GRADE ROAD RIGHT-OF-WAY; THENCE S 38°23'30"W, A DISTANCE OF 131.58 FEET; THENCE N 52°19'00"W, A DISTANCE OF 98.83 FEET TO THE MOST SOUTHERLY CORNER OF LOT 4 OF SAID SHORT PLAT; THENCE N 38°23'30"E ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 131.58 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE F&S GRADE ROAD; THENCE S 52°19'00"E, A DISTANCE OF 98.83 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, AND ALSO EXCEPT LOT 4 OF SEDRO-WOOLLEY SHORT PLAT NO. 02-91, AS RECORDED JANUARY 27, 1992, IN VOLUME 10 OF SHORT PLATS, PAGE 47, UNDER AUDITOR'S FILE NO. 9201270051, RECORDS OF SKAGIT COUNTY, WASHINGTON.

## Covenants, Conditions, & Restrictions

THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PLAT OF KLINGER ESTATES ARE FILED WITH THE SKAGIT COUNTY AUDITOR IN A.F.# \_\_\_\_\_

## Vicinity Sketch



## Notes

1. BASIS-OF-BEARINGS - ASSUMED S87°23'00"E ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23 AS SHOWN ON PLAT OF SPRING MEADOWS DIV. 1 RECORDED IN VOLUME 17 OF DEEDS AT PAGES 65 AND 66, AND ON PLAT OF SPRING MEADOWS DIV. II RECORDED IN VOL. 17 OF DEEDS AT PAGES 75 AND 76.
2. THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVELER USING 3 SECOND OR BETTER DIGITAL ELECTRONIC TOTAL STATION, AND METERS OR EXCEEDS THE STANDARDS OF THIS SURVEY, ICG 332-130-090.
3. CONTAINING FROM UNDERMINES, SURFACES AND ROOF DRAINS SHALL BE DIRECTED SO AS NOT TO ADVERSELY AFFECT ADJACENT PROPERTIES.
4. ANY ADDRESSES SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE.
5. THE SUBJECT PROPERTY IS WITHIN OR NEAR DESIGNATED AGRICULTURAL, FOREST OR MINERAL RESOURCE LANDS ON WHICH A VARIETY OF COMMERCIAL ACTIVITIES AND MANAGEMENT PRACTICES MAY OCCUR THAT ARE NOT COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS OF LIMITED DURATION.
6. TRACTS 1-14 ARE COMMON AREAS/OPEN SPACE.
7. COMMON AREAS CONVEYED TO LOTS COMMON AREA LOTS AND TRACTS ARE HEREBY GRANTED AND CONVEYED TO LOTS, AND EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED INTEREST IN EACH COMMON AREA UPON THE RECORDING OF THE PLAT; PROVIDED, THAT (A) SUCH UNDIVIDED INTEREST IN SUCH COMMON AREA SHALL BE APPURTENANT AND INSEPARABLE FROM THE OWNERSHIP OF THE LOT; (B) SUCH UNDIVIDED INTEREST SHALL NOT BE SUBJECT TO ANY RIGHT OF PARTITION, NOR MAY ANY OWNER OF ANY LOT CONVEY THEIR INTEREST IN THE COMMON AREAS SEPARATE FROM THEIR LOT; AND (C) THE PROVISIONS OF THE DECLARATION AND THE PLAT SHALL CONTROL OVER ANY CONFLICTING PRINCIPALS OF COMMON LAW APPLICABLE TO TENANCY IN COMMON INTERESTS.

## Utility Easement Note

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE FOLLOWING: THE CITY OF SEDRO-WOOLLEY, PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, PIUGET SOUND ENERGY, CASCADE NATURAL GAS, VENZON, COMCAST, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET OF ALL LOTS, TRACTS AND SPACES WITHIN THE SUBDIVISION LYING PARALLEL WITH AND ADJOINING ALL STREET(S) IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, WIRES AND ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND MOUNTED APPURTENANCES HERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH SEWER, WATER, ELECTRICITY, GAS, TELEPHONE SERVICE, TELEVISION CABLE SERVICE AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON SAID EXTERIOR TEN (10) FEET OF ALL LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

## Surveyor's Certificate

I, JOHN L. ABENROTH, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF KLINGER ESTATES IS BASED ON ACTUAL SURVEY, WHICH IS IRREVERSIBLE AND BASED ON A TRUE SUBDIVISION OF THE SECTION, AND THAT THE DISTANCES COURSES, AND ANGLES ARE SHOWN THEREON CORRECTLY, AND THAT LOT CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN ON THE PLAT, AND STREET MONUMENTS WILL BE SET AT THE TIME OF FINAL LIFT OF ASPHALT.

## Dedication

KNOW ALL MEN BY THESE PRESENTS THAT GRANDVIEW INC., A WASHINGTON CORPORATION AND WHIDBEY ISLAND BANK THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC., SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC., SHOWN HEREON.

GRANDVIEW INC., A WASHINGTON CORPORATION

WHIDBEY ISLAND BANK

## Acknowledgments

STATE OF WASHINGTON, COUNTY OF \_\_\_\_\_, I HEREBY CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE \_\_\_\_\_ OF GRANDVIEW INC., A WASHINGTON CORPORATION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

DATE \_\_\_\_\_ MY APPOINTMENT EXPIRES \_\_\_\_\_

STATE OF WASHINGTON, COUNTY OF \_\_\_\_\_, I HEREBY CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE \_\_\_\_\_ OF WHIDBEY ISLAND BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

DATE \_\_\_\_\_ MY APPOINTMENT EXPIRES \_\_\_\_\_

## Treasurer's Certificates

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND ALL SPECIAL ASSESSMENTS ON ANY PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR OTHER PUBLIC USE ARE PAID IN FULL.

CITY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

SKAGIT COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

## Approvals

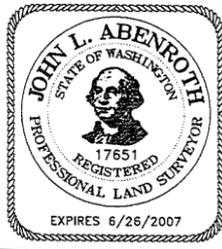
APPROVED FOR THE CITY OF SEDRO-WOOLLEY:

CITY MANOR \_\_\_\_\_ DATE \_\_\_\_\_ CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

## AUDITOR'S CERTIFICATE

\_\_\_\_\_  
County Auditor or Deputy Auditor



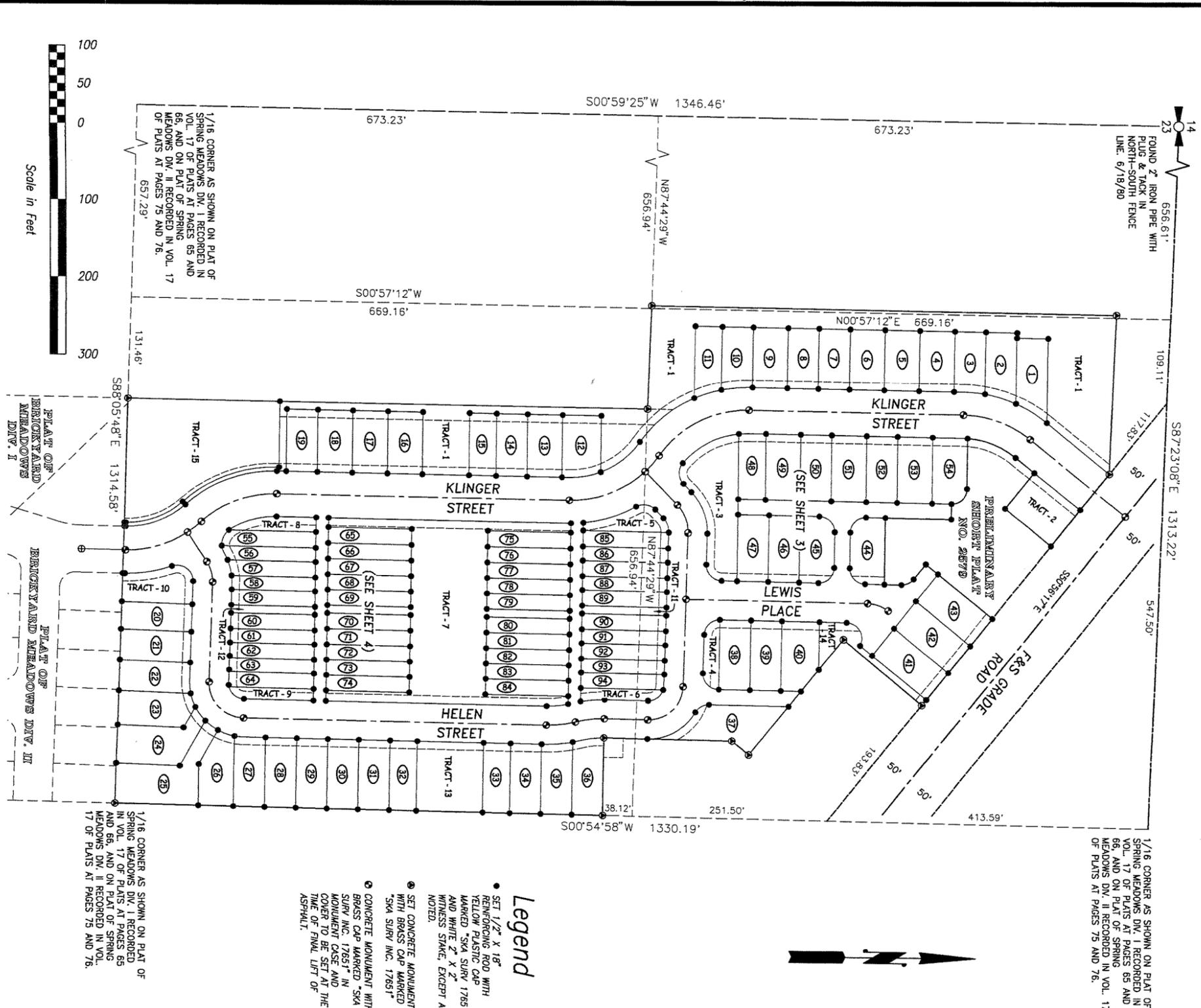
806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

COPYRIGHT 2004 SKAGIT SURVEYORS, INC.

DATE	4/17&19/06	REVISION		SRM	BY		JOB#	203136	DRAWN	SRM	CHECKED	djm	DATE	21DEC05	SCALE	n/a	SHEET	1 OF 4	
ADDED NOTES	NUMBERS 6 & 7																		

# Plat of KLINGER ESTATES

DATE	REVISION	BY	JOB#	DRAWN	CHECKED	DATE	SCALE	SHEET
			203136	srn	djm	21DEC05	1" = 100'	2 OF 4



### Legend

- SET 1/2" X 18" REINFORCING ROD WITH YELLOW PLASTIC CAP MARKED "SKA SURV 17651" AND WHITE 2" X 2" WITNESS STAKE, EXCEPT AS NOTED.
- ⊙ SET CONCRETE MONUMENT WITH BRASS CAP MARKED "SKA SURV INC. 17651"
- ⊙ CONCRETE MONUMENT WITH BRASS CAP MARKED "SKA SURV INC. 17651" IN MONUMENT CASE AND COVER TO BE SET AT THE TIME OF FINAL LIFT OF ASPHALT.

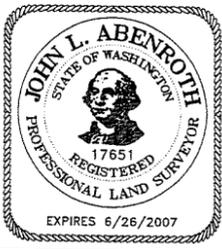
### Addresses

LOT 1 - 276 KLINGER STREET	LOT 56 - 342 HELEN STREET
LOT 2 - 278 KLINGER STREET	LOT 57 - 344 HELEN STREET
LOT 3 - 280 KLINGER STREET	LOT 58 - 346 HELEN STREET
LOT 4 - 282 KLINGER STREET	LOT 59 - 348 HELEN STREET
LOT 5 - 284 KLINGER STREET	LOT 60 - 352 HELEN STREET
LOT 6 - 286 KLINGER STREET	LOT 61 - 354 HELEN STREET
LOT 7 - 288 KLINGER STREET	LOT 62 - 356 HELEN STREET
LOT 8 - 290 KLINGER STREET	LOT 63 - 358 HELEN STREET
LOT 9 - 292 KLINGER STREET	LOT 64 - 360 HELEN STREET
LOT 10 - 294 KLINGER STREET	LOT 65 - 338 HELEN STREET
LOT 11 - 296 KLINGER STREET	LOT 66 - 336 HELEN STREET
LOT 12 - 306 KLINGER STREET	LOT 67 - 334 HELEN STREET
LOT 13 - 312 KLINGER STREET	LOT 68 - 332 HELEN STREET
LOT 14 - 314 KLINGER STREET	LOT 69 - 330 HELEN STREET
LOT 15 - 316 KLINGER STREET	LOT 70 - 328 HELEN STREET
LOT 16 - 326 KLINGER STREET	LOT 71 - 326 HELEN STREET
LOT 17 - 330 KLINGER STREET	LOT 72 - 324 HELEN STREET
LOT 18 - 338 KLINGER STREET	LOT 73 - 322 HELEN STREET
LOT 19 - 342 KLINGER STREET	LOT 74 - 320 HELEN STREET
LOT 20 - 347 HELEN STREET	LOT 75 - 300 HELEN STREET
LOT 21 - 346 HELEN STREET	LOT 76 - 302 HELEN STREET
LOT 22 - 343 HELEN STREET	LOT 77 - 304 HELEN STREET
LOT 23 - 341 HELEN STREET	LOT 78 - 306 HELEN STREET
LOT 24 - 339 HELEN STREET	LOT 79 - 308 HELEN STREET
LOT 25 - 337 HELEN STREET	LOT 80 - 310 HELEN STREET
LOT 26 - 333 HELEN STREET	LOT 81 - 312 HELEN STREET
LOT 27 - 331 HELEN STREET	LOT 82 - 314 HELEN STREET
LOT 28 - 329 HELEN STREET	LOT 83 - 316 HELEN STREET
LOT 29 - 327 HELEN STREET	LOT 84 - 318 HELEN STREET
LOT 30 - 325 HELEN STREET	LOT 85 - 298 HELEN STREET
LOT 31 - 323 HELEN STREET	LOT 86 - 296 HELEN STREET
LOT 32 - 321 HELEN STREET	LOT 87 - 294 HELEN STREET
LOT 33 - 317 HELEN STREET	LOT 88 - 292 HELEN STREET
LOT 34 - 315 HELEN STREET	LOT 89 - 290 HELEN STREET
LOT 35 - 313 HELEN STREET	LOT 90 - 286 HELEN STREET
LOT 36 - 311 HELEN STREET	LOT 91 - 284 HELEN STREET
LOT 37 - 309 HELEN STREET	LOT 92 - 282 HELEN STREET
LOT 38 - 297 LEWIS PLACE	LOT 93 - 280 HELEN STREET
LOT 39 - 295 LEWIS PLACE	LOT 94 - 278 HELEN STREET
LOT 40 - 293 LEWIS PLACE	TRACT 1 - 270 KLINGER STREET
LOT 41 - 287 LEWIS PLACE	TRACT 2 - 273 KLINGER STREET
LOT 42 - 285 LEWIS PLACE	TRACT 3 - 295 HELEN STREET
LOT 43 - 283 LEWIS PLACE	TRACT 4 - 307 HELEN STREET
LOT 44 - 272 LEWIS PLACE	TRACT 5 - 301 KLINGER STREET
LOT 45 - 274 LEWIS PLACE	TRACT 6 - 276 HELEN STREET
LOT 46 - 276 LEWIS PLACE	TRACT 7 - 321 KLINGER STREET
LOT 47 - 278 LEWIS PLACE	TRACT 8 - 345 KLINGER STREET
LOT 48 - 293 KLINGER STREET	TRACT 9 - 362 HELEN STREET
LOT 49 - 291 KLINGER STREET	TRACT 10 - 349 KLINGER STREET
LOT 50 - 289 KLINGER STREET	TRACT 11 - 288 HELEN STREET
LOT 51 - 287 KLINGER STREET	TRACT 12 - 350 HELEN STREET
LOT 52 - 286 KLINGER STREET	TRACT 13 - 319 HELEN STREET
LOT 53 - 283 KLINGER STREET	TRACT 14 - 291 LEWIS STREET
LOT 54 - 281 KLINGER STREET	TRACT 15 - 350 KLINGER STREET
LOT 55 - 340 HELEN STREET	

**Skagit Surveyors & Engineers**

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\_\_\_\_\_  
County Auditor or Deputy Auditor

14  
23

FOUND 2" IRON PIPE WITH  
PLUS & JACK IN  
NORTH-SOUTH FENCE  
LINE 6/18/80

656.61'

# Plat of KLINGER ESTATES

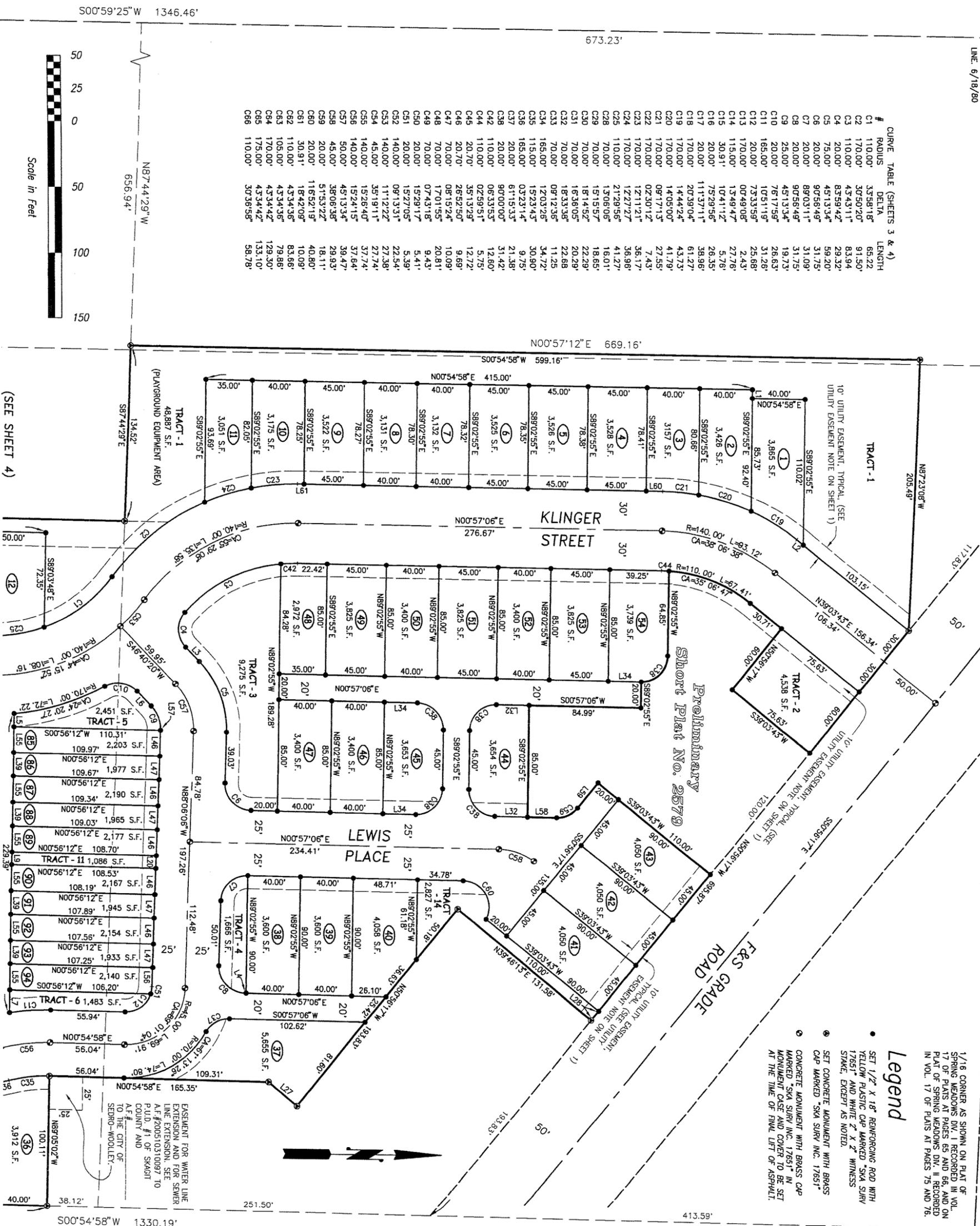
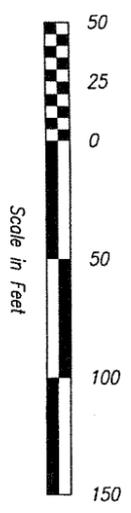
109.11'

587.2308'E 1313.22'

547.50'

CURVE TABLE (SHEETS 3 & 4)

#	RADIUS	DELTA	LENGTH
C1	110.00'	3358.18"	65.22'
C2	170.00'	3050.20"	91.50'
C3	110.00'	4543.11"	83.94'
C4	20.00'	8359.42"	29.32'
C5	75.00'	4513.34"	58.20'
C6	20.00'	9056.49"	31.75'
C7	20.00'	8903.11"	31.09'
C8	20.00'	9056.49"	31.75'
C9	25.00'	4513.34"	19.73'
C10	20.00'	7617.59"	26.63'
C11	165.00'	1051.19"	31.26'
C12	20.00'	7333.99"	25.68'
C13	170.00'	0049.08"	2.43'
C14	115.00'	1549.47"	27.76'
C15	30.91'	1041.12"	5.76'
C16	20.00'	7529.56"	26.35'
C17	20.00'	11137.11"	38.96'
C18	170.00'	2039.04"	61.27'
C19	170.00'	1444.24"	43.73'
C20	170.00'	1405.00"	41.79'
C21	170.00'	0917.13"	27.55'
C22	170.00'	0230.12"	7.43'
C23	170.00'	1211.21"	36.17'
C24	170.00'	1227.27"	36.96'
C25	110.00'	2129.56"	41.27'
C28	70.00'	1306.06"	16.01'
C29	70.00'	1515.57"	18.65'
C30	70.00'	1814.92"	22.29'
C31	70.00'	1636.05"	20.29'
C32	70.00'	1833.36"	22.68'
C33	70.00'	0812.36"	11.25'
C34	165.00'	1203.26"	34.72'
C35	115.00'	1523.44"	30.90'
C36	165.00'	0323.14"	9.73'
C37	20.00'	6115.33"	21.38'
C38	20.00'	9000.00"	31.42'
C42	110.00'	0633.53"	12.80'
C44	110.00'	0259.51"	5.75'
C45	20.70'	3513.29"	12.72'
C46	20.70'	2652.50"	9.69'
C47	70.00'	0815.24"	10.09'
C48	70.00'	1701.55"	20.81'
C49	70.00'	0743.18"	9.43'
C50	20.00'	1529.17"	5.41'
C51	20.00'	1527.05"	5.39'
C52	140.00'	0913.31"	22.54'
C53	140.00'	1112.22"	27.38'
C54	45.00'	3519.11"	27.74'
C55	140.00'	1526.40"	37.74'
C56	140.00'	1524.15"	37.64'
C57	50.00'	4513.34"	39.47'
C58	45.00'	3806.38"	28.93'
C59	20.00'	5153.22"	18.11'
C60	20.00'	11652.19"	40.80'
C61	30.91'	1842.09"	10.09'
C62	110.00'	4534.36"	83.66'
C63	110.00'	4534.36"	79.86'
C64	170.00'	4334.42"	129.30'
C65	175.00'	4334.42"	133.10'
C66	110.00'	3036.55"	58.78'



### Legend

- SET 1/2" X 18" REINFORCING ROD WITH YELLOW PLASTIC CAP MARKED "SKA SURV 17651" AND WHITE 2" X 2" WITNESS STAKE, EXCEPT AS NOTED.
- SET CONCRETE MONUMENT WITH BRASS CAP MARKED "SKA SURV INC. 17651"
- CONCRETE MONUMENT WITH BRASS CAP MARKED "SKA SURV INC. 17651" IN MONUMENT CASE AND COVER TO BE SET AT THE TIME OF FINAL LIFT OF ASPHALT.

1/16 CORNER AS SHOWN ON PLAT OF SPRING MEADOWS DIV. I RECORDED IN VOL. 17 OF PLATS AT PAGES 65 AND 66, AND ON PLAT OF SPRING MEADOWS DIV. II RECORDED IN VOL. 17 OF PLATS AT PAGES 75 AND 76.

(SEE SHEET 4)

EASEMENT FOR WATER LINE EXTENSION AND FOR SEWER LINE EXTENSION. SEE A.F.#200510310097 TO P.U.D. #1 OF SKAGIT COUNTY AND TO THE CITY OF SEDRO-WOOLLEY.

S00°59'25"W 1346.46'

673.23'

N00°57'12"E 669.16'

S00°54'58"W 599.16'

N00°57'06"E 276.67'

N00°57'06"E 234.41'

N00°57'06"E 102.62'

S00°54'58"W 1330.19'

DATE  
REVISION  
BY  
JOB#  
DRAWN  
SYMM  
CHECKED  
djm  
DATE  
SCALE  
SHEET

203136

21DEC05

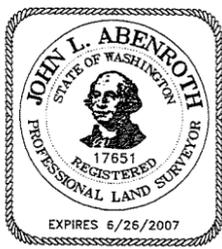
1" = 50'

3 OF 4

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\_\_\_\_\_  
County Auditor or Deputy Auditor

# Plat of KLINGER ESTATES

(SEE SHEET 3)

LINE #	BEARING	DISTANCE
L1	S89°02'55"E	6.67'
L2	S39°03'43"W	3.20'
L3	N46°40'20"E	14.79'
L4	N00°57'06"E	0.83'
L5	S89°03'48"E	10.06'
L6	S46°40'20"W	15.35'
L7	S89°03'48"E	17.33'
L8	S89°03'48"E	12.05'
L9	S89°03'48"E	10.00'
L10	S89°03'48"E	16.11'
L11	N89°03'48"W	10.17'
L12	N89°03'48"W	12.07'
L13	N89°03'48"W	18.71'
L14	N89°03'48"W	14.95'
L15	N00°58'16"E	11.91'
L16	S00°56'05"W	2.87'
L17	N89°05'48"W	10.00'
L18	N89°05'48"W	1.86'
L19	N89°05'48"W	24.13'
L20	N89°05'48"W	30.93'
L21	N61°18'34"W	5.53'
L22	S00°54'58"W	28.00'
L23	N39°46'13"E	9.22'
L24	S00°57'06"W	25.01'
L25	N00°57'06"E	12.42'
L26	S89°03'48"E	8.59'
L27	S89°03'48"E	18.00'
L28	S89°03'48"E	20.00'
L29	S89°03'48"E	18.00'
L30	S89°03'48"E	18.00'
L31	S89°03'48"E	18.00'
L32	S89°03'48"E	18.00'
L33	S89°03'48"E	18.00'
L34	S89°03'48"E	18.00'
L35	S89°03'48"E	18.00'
L36	S89°03'48"E	18.00'
L37	S89°03'48"E	18.00'
L38	S89°03'48"E	18.00'
L39	S89°03'48"E	18.00'
L40	S89°03'48"E	18.00'
L41	S89°03'48"E	18.00'
L42	S89°03'48"E	18.00'
L43	S89°03'48"E	18.00'
L44	S89°03'48"E	18.00'
L45	S89°03'48"E	18.00'
L46	S89°03'48"E	18.00'
L47	S89°03'48"E	18.00'
L48	S89°03'48"E	18.00'
L49	S89°03'48"E	18.00'
L50	S89°03'48"E	18.00'
L51	S89°03'48"E	18.00'
L52	S89°03'48"E	18.00'
L53	S89°03'48"E	18.00'
L54	S89°03'48"E	18.00'
L55	S89°03'48"E	18.00'
L56	S89°03'48"E	18.00'
L57	S89°03'48"E	18.00'
L58	S89°03'48"E	18.00'
L59	S89°03'48"E	18.00'
L60	S89°03'48"E	18.00'
L61	S89°03'48"E	18.00'
L62	S89°03'48"E	18.00'
L63	S89°03'48"E	18.00'
L64	S89°03'48"E	18.00'

## Legend

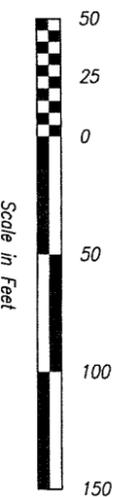
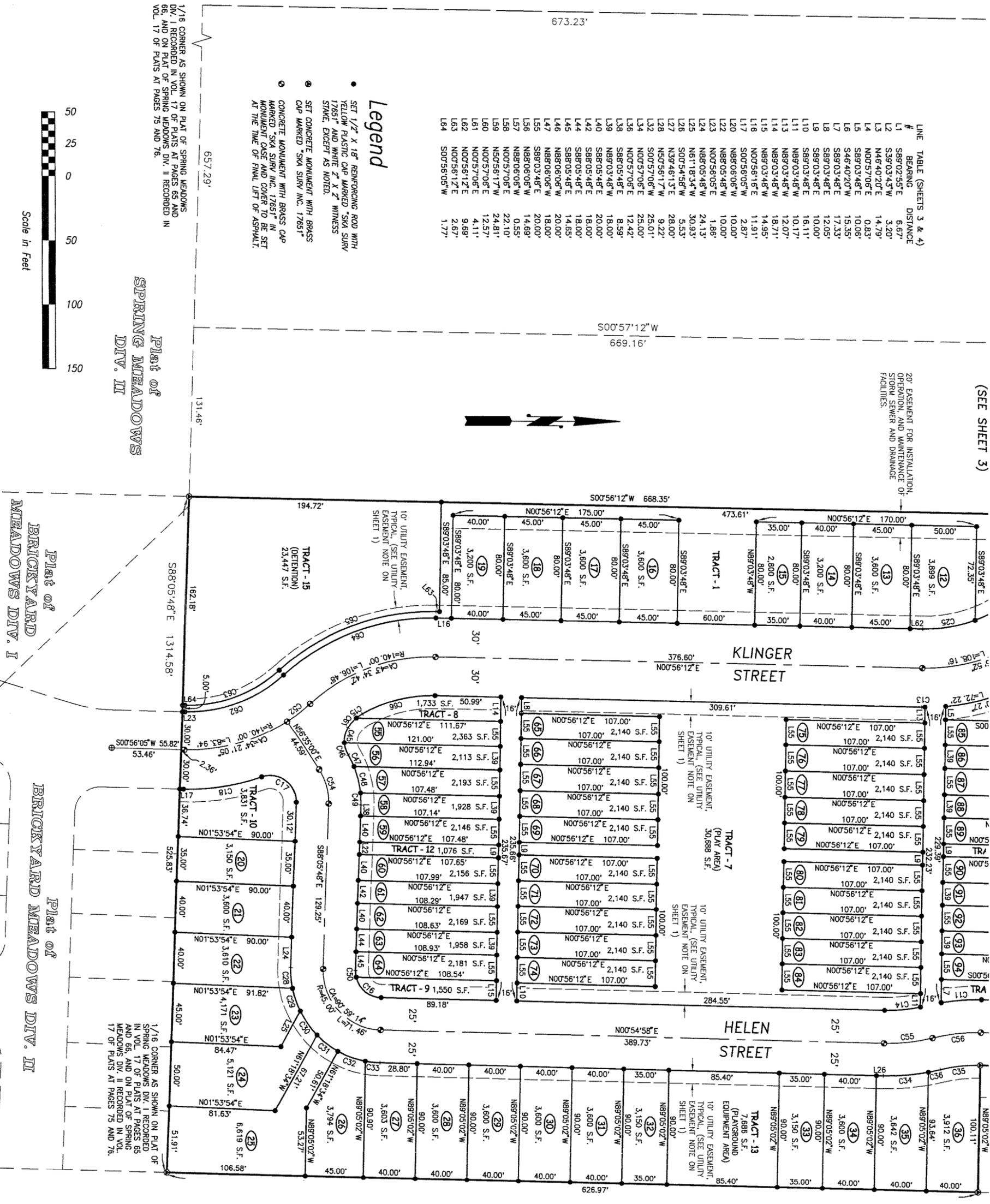
- SET 1/2" X 18" REINFORCING ROD WITH YELLOW PLASTIC CAP MARKED SKA SURV 17651" AND WHITE "X" X "Z" WITNESS STAKE, EXCEPT AS NOTED.
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1/16 CORNER AS SHOWN ON PLAT OF SPRING MEADOWS DIV. I RECORDED IN VOL. 17 OF PLATS AT PAGES 65 AND 66 AND ON PLAT OF SPRING MEADOWS DIV. II RECORDED IN VOL. 17 OF PLATS AT PAGES 75 AND 76.

Plat of  
SPRING MEADOWS  
DIV. II

Plat of  
BRICKYARD MEADOWS DIV. I

Plat of  
BRICKYARD MEADOWS DIV. II

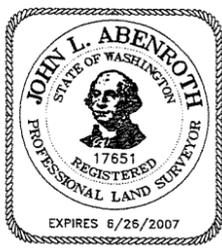


DATE	REVISION	BY	JOB#	DRAWN	SRM	CHECKED	djm	DATE	SCALE	SHEET
			203136					21DEC05	1" = 50'	4 OF 4

**Skagit Surveyors & Engineers**

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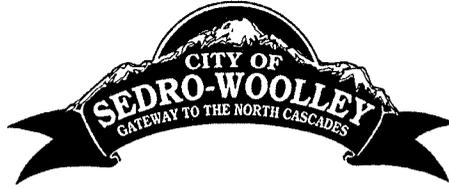


AUDITOR'S CERTIFICATE

County Auditor or Deputy Auditor

**Resolution \_\_\_\_\_ Exhibit B**

**City Staff Report**



STAFF REPORT AND FINDINGS OF FACT  
PLAT OF KLINGER ESTATES – FINAL PLAT APPROVAL

**REVIEWING AUTHORITY:** Sedro-Woolley City Council

**HEARING DATE:** Wednesday, April 26, 2006

**APPLICANT:** Grandview Inc.

**APPLICATION:** Final Plat Approval for the Plat of Klinger Estates, a 94-lot Planned Residential Development

**STAFF RECOMMENDATION:** Approval

**BACKGROUND:**

Klinger Estates is a 94-lot Planned Residential Development approximately 13.63 acres in size. The Sedro-Woolley Planning Commission held an open record public hearing on the application on August 3, 2004 and August 17, 2004. Public testimony was received at the hearing and a Findings of Fact and Order/Recommendation by the Planning Commission was issued on August 17, 2004 which found that the application was technically compliant with SWMC Ch. 16.20, but Planning Commission declined to recommend approval.

The Sedro-Woolley City Council held a public hearing on September 22, 2004 and considered the testimony, exhibits, and hearing record established by the Planning Commission. The City Council approved the preliminary plat subject to the conditions contained in the city staff report, the Mitigated Determination of Non-significance dated June 23, 2004, and the city supplemental staff report. (Copies of such documents are attached hereto) in addition to the condition that the Final Plat be subject to the condition that the alleyways between the townhouses shall be designated for one-way traffic only, as approved by the City Engineer.

**COMPLIANCE WITH PRELIMINARY PLAT CONDITIONS:**

City Planning, Engineering, and Legal staff have reviewed the final plat application pursuant to the terms and conditions of Preliminary Plat Approval as detailed to the Findings of Fact and Order/Recommendation by the Planning Commission issued on August 17, 2004 and has found that the applicant has constructed and/or is providing security for all required improvements for Klinger Estates

**FINDINGS OF FACT:**

1. Grandview Inc. has applied for final plat approval of the Plat of Klinger Estates, which was granted preliminary plat approval on September 22, 2004 by City Resolution #704-04, known as "Klinger Estates Planned Residential Development" attached hereto as Exhibit A.
2. The purpose of this approval is to determine compliance with preliminary plat conditions as required in RCW chapter 58.17.
3. The applicant has constructed and/or provided security for, all required improvements for the Plat of Klinger Estates.
4. The final plat application is in substantial conformance with the approved preliminary plat; the requirements imposed when the preliminary plat was approved have been met; and the requirements of state law and the Sedro-Woolley Municipal Code which were in effect at the time of preliminary plat approval have been satisfied by the subdivider.

**CERTIFICATION:** The proposed Final Plat meets the requirements of RCW 58.17

  
Richard J. Blair, City Engineer

4/20/04  
Date

  
Allen Rozema, City Planner

4/20/04  
Date

# **NEW BUSINESS**

**CITY OF SEDRO-WOOLLEY**

720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-0771

**Memorandum****CITY COUNCIL AGENDA  
REGULAR MEETING**

APR 26 2006

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 10

To: Mayor and City Council  
 From: STAFF   
 Date: April 19, 2006  
 Re: Street Light Relocation on Sapp Road

**Situation**

Should the City pay an estimated \$2535.41 to have a street light on Sapp Road relocated approximately 90 feet southeast?

**Background**

A situation has come up with a citizen on Sapp Road who is adamant that a street light near his driveway should be completely removed. That cannot be done. It is an issue of public safety. But, what can be done is to install a new pole and move the street light across the street, to the intersection of the Logan Creek Apartments, which is the area of concern in the first place. I have worked with PSE to put a backlight shield up, reduce the wattage in the light, and to try to come up with a plan which works for this individual. To date, nothing has satisfied this person.

The street light was initially installed after receiving 2 complaints within a short time frame about the safety of the Logan Creek Apartments driveway, as it sits on the inside of a corner with limited sight distance. Street lights are typically installed on existing poles with transformers nearby for cost savings.

Over the last year or more, this individual has approached me repeatedly, since the light was first installed. I have exhausted all avenues at my disposal to please this person.

Recently, I was approached again, and told this individual that the light could be moved to the location of the target driveway, at Logan Creek Apartments, but I could not in good conscience approve spending public funds for this reason without council approval.

Attached is an aerial map which illustrates the two light locations in question.

**Recommended Action**

There is no recommended action, as both situations will address the situation adequately from a safety point of view. If Council believes that moving the light at public expense is the right thing to do, then you should make the following motion. If not, do not make the motion, and the street light will stay in its existing location.

Motion to authorize City Engineer to instruct PSE to install new pole and move street light to entrance at Logan Park Apartments at an estimated expense of \$2535.41.

## Rick Blair

---

**From:** Garcia, Jonelle D. [jonelle.garcia@pse.com]  
**Sent:** Monday, April 17, 2006 12:46 PM  
**To:** Rick Blair  
**Cc:** Clarke, Sheri L  
**Subject:** Sapp Road Removal and Relocate

Rick,

Sheri Clarke asked me to look into these costs for you. The estimate for removal of the pole from the [REDACTED] driveway to a new optimal location is \$2,535.41.

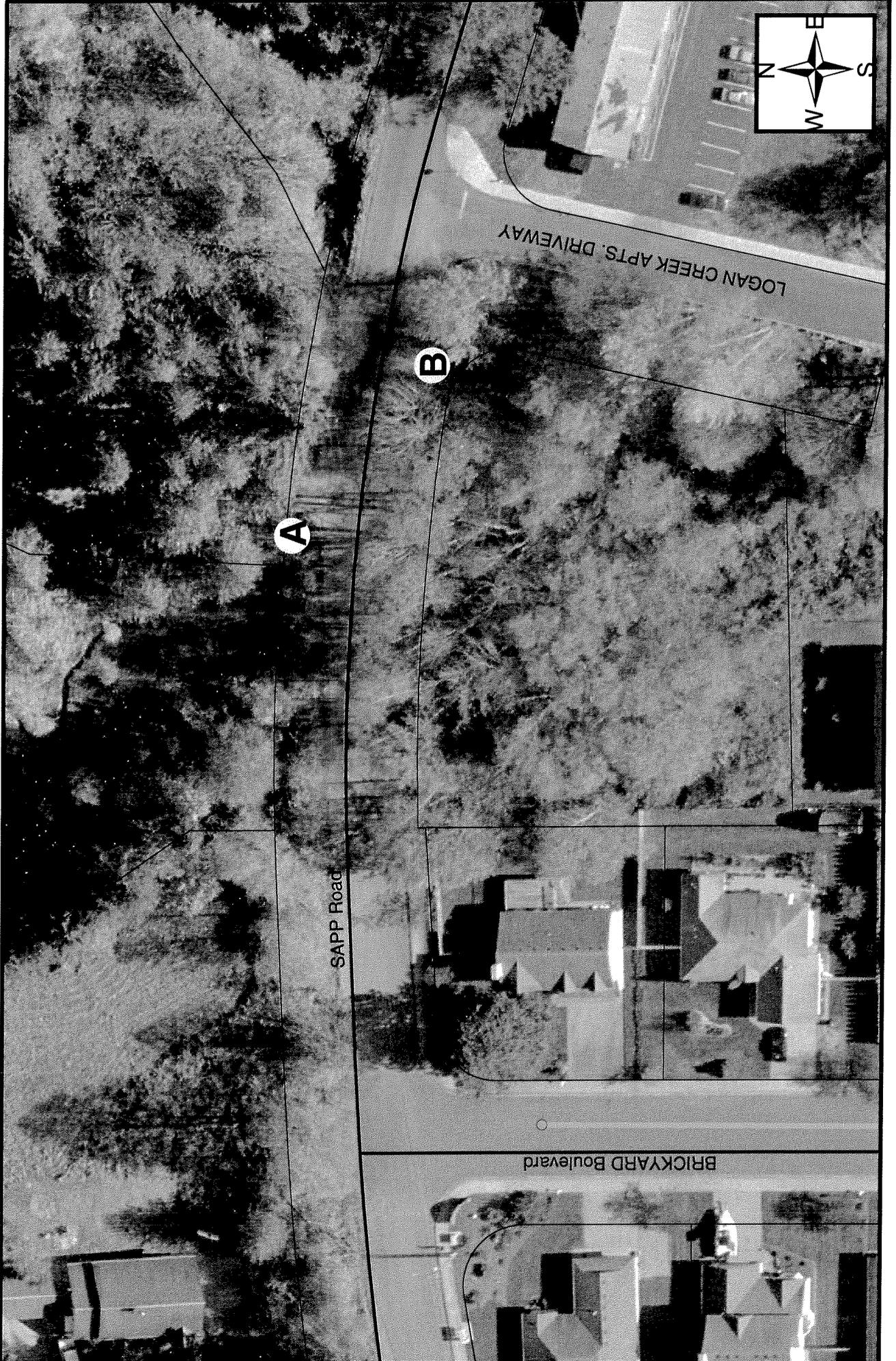
Please contact me if you have any questions or if I can be of further service.

Thank you,

Jonelle Garcia  
Associate Account Manager  
INTOLIGHT  
425-462-3363 (81-3363)

# Sapp Road Street Light Relocation Exhibit

A = EXISTING LOCATION  
B = PROPOSED LOCATION



**CITY OF SEDRO-WOOLLEY**

720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-0771

**Memorandum**

**CITY COUNCIL AGENDA  
REGULAR MEETING**

**APR 26 2006**

**7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 11**

To: Mayor and City Council  
From: STAFF   
Date: April 19, 2006  
Re: Public Works Trust Fund Loan Agreement # PW-06-962-038

**Situation**

Should the Council authorize the Mayor to execute the attached contract with the Public Works Board to enable the receipt of funds from the Public Works Trust Fund loan in the maximum amount of \$7,000,000?

**Background**

This situation needs no introduction. This is the final stage in securing our Public Works Trust Fund loan for Seven Million Dollars. The loan can only be used for those projects outlined in our Critical Interceptor Replacement project, which replaces the main trunk lines from the WWTP to 3<sup>rd</sup> Street and Township Streets, up Township and Third Streets to SR-20, West on W. Moore Street (SR-20) to F&S Grade Road and North on N. Township Street (SR-9) to the City Limits, and then finally the entire length of McGarigle Road. The project also includes the remaining portion of the SR-20 sewer replacement to United General Hospital.

Minimum match is approximately \$1.56 Million, for the 0.5% loan, but it is anticipated that the City will need to provide as much as \$2 Million **more than that amount** due to the fact that our original loan request was cut from \$8.85 Million to \$7 Million, by the time the project is totally complete. We have done several portions of the project which may be counted as match already, as match can include up to 1 year prior to the date the agreement is fully executed.

The Council will be asked to award the bid for the first large portion of the Critical Interceptor Replacement project to receive payment utilizing the first disbursement of the PWTF loan at the next Council meeting. Bids for Sterling and Township sewer replacement will be opened on April 26<sup>th</sup>. That section of the project alone is estimated to cost almost \$2.8 Million.

**Recommended Action**

Motion to authorize the Mayor to sign and execute Agreement # PW-06-962-038 with the Public Works Board to secure a Public Works Trust Fund loan in the amount not to exceed \$7,000,000.



Washington State  
**Public Works Board**

Post Office Box 48319  
Olympia, Washington 98504-8319

---

April 17, 2006

Mr. Rick Blair  
Sedro-Woolley  
720 Murdock Street  
Sedro Woolley, WA 98284

Regarding: PWTF Loan Agreement Number PW-06-962-038

Dear Mr. Blair:

Enclosed are three originals of the Public Works Trust Fund Loan Agreement, PW-06-962-038, between Sedro-Woolley and the Public Works Board. The agreement details the terms and conditions that will govern the contract between us, which includes the project's Scope of Work and an Attorney's Certification as formal attachments.

Instructions for drawing the loan funds and the necessary forms for the first two draws will be returned with your executed contract. The loan agreement specifies that the first 20 percent of the loan may be disbursed within 30 days of the date of execution of this agreement.

The amount of the loan is \$7,000,000.00. A change in any element of the loan agreement will require an amendment and may necessitate an adjustment in the loan amount or the interest rate.

Please review the terms and conditions of the loan agreement carefully, as well as the attachments. Please note - Section 4.09 must be filled out before the loan can be executed. Also, please provide the account name information in the space provided on page five, Section 4.07.

Rick Blair  
PW-06-962-038  
Page Two

When you have obtained the appropriate signatures, including the Attorney's Certification, please return all three of the agreements to the Public Works Board.

If your project involves utility work, you are encouraged to review your applicable comprehensive plan to assure compliance. Under Washington law, some utilities may not engage in construction unless such work is in compliance with the system's comprehensive plan. In addition, if your project involves side-sewer work, your jurisdiction has provided the Board with evidence that a charge-back mechanism is in place. Since the Board does not provide legal advice, we recommend consultation with your in-house legal advisor or your bond counsel to assure compliance with applicable laws.

The Washington Administrative Code (WAC) 399-30-060(5) requires the loan agreements be signed by you and returned to the Department within 90 calendar days of the date of this letter. Failure to comply with this section may result in your loan offer being withdrawn.

We are looking forward to working with you over the course of your successful public works project. If you have any questions about the loan agreement, please call me at (360) 586-4135. You may also call Terry Dale, the Client Services Representative for your area at (360) 586-4126, or by e-mail at [Terry.Dale@pwb.wa.gov](mailto:Terry.Dale@pwb.wa.gov).

Sincerely,

A handwritten signature in cursive script that reads "Cathy Brockmann". The signature is written in black ink and includes a long horizontal flourish at the end.

Cathy Brockmann  
Contract Specialist  
Public Works Board

CLB:cb  
Enclosures

## **ELIGIBLE PROJECT COSTS**

**WAC 399-30-030 Loan and financing guarantee applications.** (1) Any local government in the state of Washington may apply for a loan or financing guarantee to assist in financing critical public works projects.

(2) All applicants must meet the following conditions:

(a) Applicant cities and counties must be imposing a real estate excise tax under RCW 82.46.010(2) at a rate of at least one-quarter of one percent;

(b) Applicant local governments must have developed a long-term plan for financing public works needs as further described in the loan application package under "capital facilities planning."

(3) Direct costs eligible for public works loans are those costs directly attributable to a specific project and include:

(a) Work done by employees of the applicant, or by other government employees under an inter-local agreement or contract limited to: Engineering, environmental review, design activities, acquisition of rights of way or property, construction inspection activities, roadway seal coating (if bids from private sector contractors have been solicited and compared with the inter-local agreement proposal), and the cleaning, sterilization, or bacteriological testing of water system components prior to public use.

(i) Salaries and wages (at actual or average rates) covering productive labor hours of the local government employees (excluding the administrative organization of the operating unit involved). The cost of services rendered by employees generally classified as administrative are considered a direct cost only when such employees are assigned for short periods of time to perform on a full-time basis the types of services described above and when similar procedures are followed;

(ii) Employee benefits relating to direct labor are considered a direct cost of construction projects. The following items may be included as employee benefits:

- (A) F.I.C.A. (Social Security) - employer's share;
- (B) Retirement benefits;
- (C) Hospital, health, dental, and other welfare insurance;
- (D) Life insurance;
- (E) Industrial and medical insurance;
- (F) Vacation;
- (G) Holiday;
- (H) Sick leave; and
- (I) Military leave and jury duty.

Employee benefits must be calculated as a percentage of direct labor dollars. The computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.

(b) Contract engineering, planning, legal, and financial planning services. The board reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.

(c) Right of way acquisition costs including:

(i) Purchase of land and easements acquired for and devoted to the project;

(ii) Purchase of improvements;

(iii) Adjustment or reestablishment of improvements;

(iv) Salaries, expenses or fees of appraisers, negotiators or attorneys;

(v) Removal or demolition of improvement;

(vi) Other direct costs in connection with the acquisition. Amounts received from the sale of excess real property or improvements and from any rentals will be reduced from the direct cost.

(d) Contract construction work.

(e) Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using type of fund are allowed the same rates as used by the department of transportation.

(f) Direct materials and supplies.

(i) An overhead rate or "loading factor" is not considered an appropriate additive to the actual cost of materials and supplies used on construction projects unless the factor is readily and properly supportable by the governmental unit's accounting records.

(ii) The cost, or reasonable estimate thereof, of materials paid for as contract estimate items, but not used, will be considered a reduction of direct costs. Any material that is salvaged in connection with a project will be assigned a reasonable value and considered a reduction of direct costs.

(iii) Wetland plants and other materials used for wetland planting, wildlife habitat, or fish habitat may be provided to a public or nonprofit organization without a reduction of direct costs.

(g) Interdepartmental charges for work performed by the local government for the benefit of specific construction projects is limited to direct costs plus an allocation of indirect costs based on ten percent of direct labor dollars, excluding employee benefits.

(h) Other direct costs incurred for materials or services acquired for a specific project are eligible for participation by public works loan funds and may include, but are not limited to such items as:

- (i) Public communication plans and activities;
- (ii) Telephone charges;
- (iii) Reproduction and photogrammetry costs;
- (iv) Video and photography for project documentation;
- (v) Computer usage;
- (vi) Printing and advertising; and
- (vii) Value engineering and performance audits.

(4) Other than work identified in subsection (3)(a) of this section, no government employee labor related costs, including force account work, are eligible for financing assistance or to be considered as local match under this chapter.

(5) Applications must be submitted in writing, on forms provided by the board for the current funding cycle.

(6) A responsible official of the applicant jurisdiction must sign and verify each application for financial assistance. The official must also provide the board with additional materials or information in support of the application when requested by the board or its staff.

[Statutory Authority: RCW 43.155.040(5). 01-09-014, § 3 99-30-030, filed 4/6/01, effective 5/7/01. Statutory Authority: RCW 43.155.040 (4) and (5). 98-24-010, § 3 99-30-030, filed 11/19/98, effective 12/20/98. Statutory Authority: RCW 43.155.040(4). 92-03-052, § 3 99-30-030, filed 1/13/92, effective 2/13/92. Statutory Authority: 1985 c 446 § 10. 85-24-072 (Order 85-17), § 3 99-30-030, filed 12/4/85.]

**PUBLIC WORKS TRUST FUND  
CONSTRUCTION LOAN AGREEMENT**

**NUMBER PW-06-962-038  
CITY OF SEDRO WOOLLEY**

**PART I: ENTIRE AGREEMENT**

This agreement, and incorporated attachments, contains all terms and conditions agreed to by the PUBLIC WORKS BOARD and the LOCAL GOVERNMENT and no other statements or representations written or oral, shall be deemed a part thereof. This contract consists of ten pages and two attachments. An attachment to this agreement, ATTACHMENT I: SCOPE OF WORK, consists of a description of local project activities, certification of the project's useful life, and identification of estimated project costs and fund sources and is, by this reference, incorporated into this agreement as though set forth fully herein. In addition, ATTACHMENT II: ATTORNEY'S CERTIFICATION, is by this reference incorporated into this agreement.

The PUBLIC WORKS BOARD and the LOCAL GOVERNMENT have executed this agreement as of the date and year last written below.

PUBLIC WORKS BOARD

LOCAL GOVERNMENT

\_\_\_\_\_  
Kelly Snyder, Assistant Director

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

APPROVED AS TO FORM ONLY  
This 15th Day of March, 2006  
Rob McKenna  
Attorney General

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Taxpayer Identification Number

By: Signature on File

\_\_\_\_\_  
Andrew Scott  
Assistant Attorney General

## **PART II: INTRODUCTION**

This loan agreement is made and entered into by and between the PUBLIC WORKS BOARD, or its successor, (referred to as the "BOARD"), a department of the state of Washington, and CITY OF SEDRO WOOLLEY (referred to as the "LOCAL GOVERNMENT").

Acting under the authority of Chapter 43.155 RCW, the BOARD has selected the LOCAL GOVERNMENT to receive a Public Works Trust Fund loan for an approved public works project.

## **PART III: PURPOSE**

The BOARD and the LOCAL GOVERNMENT have entered into this agreement to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Trust Fund Program. The project will be undertaken by the LOCAL GOVERNMENT and will include the activities described in ATTACHMENT I: SCOPE OF WORK. The project must be undertaken in accordance with PART IV: TERMS AND CONDITIONS, and all applicable state and local laws and ordinances, which by this reference are incorporated into this agreement as though set forth fully herein.

## **PART IV: TERMS AND CONDITIONS**

The parties to this agreement agree as follows:

### 4.01 Rate and Term of Loan

The BOARD, using funds appropriated from the Public Works Assistance Account, shall loan the LOCAL GOVERNMENT a sum not to exceed \$7,000,000.00. The interest rate shall be one-half percent (1/2%) per annum on the outstanding principal balance. The term of the loan shall not exceed 20 years, with the final payment due July 1, 2026.

### 4.02 Eligible Project Costs and Local Share

The LOCAL GOVERNMENT pledges to use an amount of locally-generated revenue as match of not less than fifteen percent (15%) of the total eligible portion of the project cost not funded by federal or state grants as identified in ATTACHMENT I: SCOPE OF WORK, to be verified at the time of project close out. Any change in the percentage of locally generated funds may require an adjustment in the loan amount or interest rate charged, or both. In such event, the LOCAL GOVERNMENT agrees to execute an amendment to this agreement adjusting the loan amount or interest rate, as appropriate.

Eligible project costs must consist of expenditures eligible under WAC 399-30-030(3) and be related only to project activities described in ATTACHMENT I: SCOPE OF WORK. Only those costs incurred after execution of this loan agreement can be reimbursed with Public Works Trust Fund monies. Expenditures made up to twelve (12) months prior to the execution of the loan agreement and verified at the time of project close out may be used as match for local project share.

#### 4.03 Disbursement of Loan Proceeds

The availability of funds in the Public Works Assistance Account is a function of tax collection and loan repayment. If funds are not available at the time the invoice is submitted, or when the agreement is executed, the issuance of warrants will be delayed. Therefore, subject to the availability of funds, warrants shall be issued to the LOCAL GOVERNMENT for payment of allowable expenses incurred by the LOCAL GOVERNMENT while undertaking and administering approved project activities in accordance with ATTACHMENT I: SCOPE OF WORK. In no event shall the total Public Works Trust Fund loan exceed eighty five percent (85%) of the eligible actual project costs. The disbursement of loan proceeds shall be initiated by the LOCAL GOVERNMENT on a Washington State Invoice Voucher form. The loan funds will be disbursed to the LOCAL GOVERNMENT as follows:

Within thirty (30) days of the formal execution of this agreement, a sum not to exceed twenty percent (20%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

Within thirty (30) days of the execution of a Notice to Proceed, which follows the formal award of a construction contract, or contract for engineering services, and documented compliance with Governor Gregoire's Executive Order 05-05 Archeological and Cultural Resources or Section 106 of the National Historic Preservation Act, whichever applies to this project, a sum not to exceed twenty five percent (25%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

When the LOCAL GOVERNMENT certifies that 35% of the Public Works Trust Fund loan amount has been spent, a sum not to exceed twenty five percent (25%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

When the LOCAL GOVERNMENT certifies that 60% of the Public Works Trust Fund loan amount has been spent, a sum not to exceed twenty five percent (25%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

At the time of project completion, a Close out Report, (refer to Section 4.19 for Close out Report), shall be submitted to the BOARD by the LOCAL GOVERNMENT certifying total actual project costs.

The final Public Works Trust Fund loan disbursement shall not bring the total loan in excess of eighty five percent (85%) of the eligible project costs or the total of \$7,000,000.00 whichever is less. The Close out Report shall serve as a contract AMENDMENT for determining the final loan amount, interest rate, and local share.

In the event that the final costs identified in the Close-out Report indicate that the LOCAL GOVERNMENT has received Public Works Trust Fund monies in excess of eighty five percent (85%) of eligible costs, all funds in excess of eighty five percent (85%) shall be repaid to the Public Works Assistance Account by payment to the Department of Community, Trade and Economic Development, or its successor, within thirty (30) days of submission of the Close-out Report.

#### 4.04 Interest Earned on Public Works Trust Fund Monies

All interest earned on Public Works Trust Fund Monies held by the LOCAL GOVERNMENT shall accrue to the benefit of the LOCAL GOVERNMENT and be applied to the eligible costs of the approved project. Benefits shall accrue in one of two ways:

1. Reduce the amount of the Public Works Trust Fund loan.
2. Pay any part of eligible project costs that are in excess of ATTACHMENT I: SCOPE OF WORK estimates, if there is an overrun of project costs.

The LOCAL GOVERNMENT shall establish procedures to ensure that all monies received from the Public Works Trust Fund loan can be readily identified and accounted for at any time during the life of this loan agreement. Such procedures shall consist of the establishment of a separate fund, account, sub-account or any other method meeting generally accepted accounting principles.

#### 4.05 Time of Performance

The LOCAL GOVERNMENT shall begin the activities identified within ATTACHMENT I: SCOPE OF WORK no later than three months after loan agreement execution, and reach project completion no later than forty-eight (48) months after the date of agreement execution.

Failure to perform within the time frame described in the preceding paragraph may constitute default of this agreement. In the event of extenuating circumstances, the LOCAL GOVERNMENT may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may, by a two-thirds vote, extend the deadline.

The term of this agreement shall be for the entire term of the loan, irrespective of actual project completion, unless terminated sooner as provided herein.

#### 4.06 Repayment

The first loan repayment under this agreement is due July 1, 2007, and subsequent installments are due on July 1 of each year during the term of the loan. The first repayment under this agreement shall consist of interest only at the rate of one-half percent (1/2%) per annum, calculated on a 360-day year of twelve 30-day months, applied to funds received. Interest will begin to accrue from the date each warrant is issued to the LOCAL GOVERNMENT. Subsequent repayments shall consist of the principal balance due divided by the loan term remaining plus interest on the unpaid balance of the loan. The final payment shall be an amount sufficient to bring the loan balance to zero.

The LOCAL GOVERNMENT has the right to repay the unpaid balance of the loan in full at any time, and the right to repay at a faster rate than is provided in this agreement, provided that any such payment must equal or exceed the principal amount normally due on an annual basis.

The LOCAL GOVERNMENT will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Public Works Board, or its successor, and sent to:

Washington State Public Works Board  
P.O. Box 48319  
Olympia, Washington 98504-8319

#### 4.07 Repayment Account

The LOCAL GOVERNMENT shall repay the loan according to the option designated in Section 4.09 Loan Security. The name of the fund, account, or sub-account shall be \_\_\_\_\_.

#### 4.08 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 4.06 of this agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a daily penalty beginning on the thirty-first (31) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be twelve percent (12%) per annum calculated on a 360-day year for the delinquent amount.

The same penalty terms shall apply to delinquent repayment of funds paid in excess of eligible costs as provided for in Section 4.03.

The LOCAL GOVERNMENT acknowledges and agrees to the BOARD'S right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the LOCAL GOVERNMENT of such delinquency including, without limitation, the state government and the United States of America or its agencies, credit rating agencies, and the municipal finance market.

The LOCAL GOVERNMENT shall pay the costs and reasonable legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

4.09 Loan Security

The LOCAL GOVERNMENT must select **one** of the following options for securing repayment of the loan. **Please initial the appropriate option.**

1. \_\_\_\_\_ **General Obligation:** This loan is a general obligation of the LOCAL GOVERNMENT.

**OR**

2. \_\_\_\_\_ **Revenue Obligation:** This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer or solid waste utility project. LOCAL GOVERNMENTS performing a storm sewer project that have not created a storm sewer utility or a combined sanitary sewer/storm sewer utility may not use this option. Projects providing for a mixture of bridge, road, domestic water, sanitary sewer, and storm sewer activities may not use this option.

This loan is a revenue obligation of the LOCAL GOVERNMENT payable solely from the net revenue of the utility system indicated below. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the LOCAL GOVERNMENT the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

**Please choose and initial one of the following utility systems:**

- \_\_\_\_\_ Water
- \_\_\_\_\_ Sanitary Sewer (Wastewater)
- \_\_\_\_\_ Stormwater
- \_\_\_\_\_ Water/Sanitary Sewer
- \_\_\_\_\_ Stormwater/Sanitary Sewer
- \_\_\_\_\_ Solid Waste

**OR**

3. \_\_\_\_\_ **Local Improvement District:** Pursuant to RCW 35.51.050, the LOCAL GOVERNMENT pledges to repay this loan from assessments collected from a Local Improvement District, Local Utility District or other similar special assessment district in which the improvements financed by this loan are located. The name of the special assessment district is \_\_\_\_\_.

Nothing in this section shall absolve the LOCAL GOVERNMENT of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this agreement.

#### 4.10 Recordkeeping and Access to Records

The BOARD, the BOARD's agents, and duly authorized officials of the State shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the LOCAL GOVERNMENT and of persons, firms, or organizations with which the LOCAL GOVERNMENT may contract, involving transactions related to this project and this agreement.

The LOCAL GOVERNMENT agrees to retain all records pertaining to this project and this agreement for a period of six years from the date of project close-out. If any litigation, claim or audit is started before the expiration of the six year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### 4.11 Reports

The LOCAL GOVERNMENT, at such times and on such forms as the BOARD may require, shall furnish the BOARD with such periodic reports as it may request pertaining to the activities undertaken pursuant to this agreement including, but not limited to, quarterly progress reports, the Close-Out Report, and any other matters covered by this agreement. Failure to file periodic reports as requested may result in termination of this agreement as per Section 4.14.

#### 4.12 Indemnification

The LOCAL GOVERNMENT will defend, protect, indemnify, save, and hold harmless the BOARD, and the state of Washington from and against any and all claims, costs, damages, expenses, or liability for any or all injuries to persons or tangible property, arising from the acts or omissions of the LOCAL GOVERNMENT or any of its contractors or subcontractors, or any employees or agents in the performance of this agreement, however caused. In the case of negligence of both the BOARD and the LOCAL GOVERNMENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

#### 4.13 Amendments, Modifications, and Waivers

Except for an increase in the amount of the loan governed by this agreement, the LOCAL GOVERNMENT may request an amendment to this agreement for the purpose of modifying the SCOPE OF WORK or for extending the time of performance as provided for in Section 4.05. No modification or amendment resulting in an extension of time shall take effect until a request in writing has been received and approved by the BOARD in accordance with Section 4.05. No amendment or modification shall take effect until approved in writing by both the BOARD and the LOCAL GOVERNMENT and attached hereto. No conditions or provisions of this agreement may be waived unless approved by the BOARD in writing.

#### 4.14 Termination for Cause

If the LOCAL GOVERNMENT fails to comply with the terms of this agreement, or fails to use the loan proceeds only for those activities identified in ATTACHMENT I: SCOPE OF WORK, the BOARD may terminate the agreement in whole or in part at any time. The BOARD shall promptly notify the LOCAL GOVERNMENT in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect LOCAL GOVERNMENT obligations to repay the unpaid balance of the loan.

#### 4.15 Termination For Convenience

The BOARD may terminate this agreement in the event that federal or state funds are no longer available to the BOARD, or are not allocated for the purpose of meeting the BOARD'S obligations under this agreement. Termination will be effective when the BOARD sends written notice of termination to the LOCAL GOVERNMENT. Nothing in this section shall affect LOCAL GOVERNMENT obligations to repay the unpaid balance of the loan.

#### 4.16 Governing Law and Venue

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this agreement shall be the Superior Court of Thurston County, Washington. The prevailing party is entitled to recover costs in accordance with Washington State Law (Chapter 4.84 RCW).

#### 4.17 Severability

If any provision under this agreement or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the agreement which can be given effect without the invalid provision.

#### 4.18 Project Completion

The BOARD will require and notify the LOCAL GOVERNMENT to initiate a Close-out Report when the activities identified in ATTACHMENT I: SCOPE OF WORK are completed. In the report, the LOCAL GOVERNMENT will provide the following information to the BOARD:

1. A certified statement of the actual dollar amounts spent, from all fund sources, in completing the project as described.
2. A certified statement that the project, as described in the Loan Agreement's Scope of Work, is complete and has been designed/constructed to required standards.
3. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.
4. Provide a date for reporting LOCAL GOVERNMENT conformance with the performance measures identified in ATTACHMENT I: SCOPE OF WORK.

#### 4.19 Project Close out

In accordance with Section 4.03 of this agreement, the LOCAL GOVERNMENT will submit, together with the Close out Report, a request for a sum not to exceed the final five percent (5%) of the loan amount. This disbursement shall not occur prior to the completion of all project activities. The LOCAL GOVERNMENT shall be responsible to ensure that their contractor(s) are in compliance with the Department of Revenue and the Department of Labor & Industries requirements.

#### 4.20 Audit

Audits of the LOCAL GOVERNMENT'S project activities may be conducted by the Municipal Division of the State Auditor's Office in accordance with state law and any guidelines the Department of Community, Trade and Economic Development, or its successor, may prescribe. Payment for the audit shall be made by the LOCAL GOVERNMENT.

#### 4.21 Project Signs

If the LOCAL GOVERNMENT displays, during the period covered by this agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

#### 4.22 Nondiscrimination Provision

During the performance of this contract, the LOCAL GOVERNMENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the LOCAL GOVERNMENT'S noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the LOCAL GOVERNMENT may be declared ineligible for further contracts with the BOARD. The LOCAL GOVERNMENT shall, however, be given a reasonable time in which to cure this noncompliance.

#### 4.23 Historical and Cultural Artifacts

The BORROWER acknowledges that the project funded by this Agreement is subject to Executive Order 05-05, Archeological and Cultural Resources.

The LOCAL GOVERNMENT agrees that if historical or cultural artifacts are discovered during construction, the LOCAL GOVERNMENT shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at the Washington State Office of Archeology and Historic Preservation.

The LOCAL GOVERNMENT shall require this provision to be contained in all contracts for work or services related to ATTACHMENT ONE: SCOPE OF WORK.

## **PART V: SPECIAL ASSURANCES**

The LOCAL GOVERNMENT assures compliance with all applicable state and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project. Of particular importance are the following:

### 5.01 RCW 43.155.060

The LOCAL GOVERNMENT shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Trust Fund program.

### 5.02 WAC 399-30-030(3)

The LOCAL GOVERNMENT assures compliance with WAC 399-30-030(3) which identifies eligible costs for projects assisted with Public Works Trust Fund loans.

### 5.03 Assignment

Neither this agreement nor any claims arising under this agreement, shall be transferred or assigned by the LOCAL GOVERNMENT without prior written consent of the BOARD.

**PUBLIC WORKS TRUST FUND**

**ATTACHMENT 1: SCOPE OF WORK**

**LOAN NUMBER – PW-06-691-038**

CLIENT NAME: City of Sedro-Woolley

PROJECT NAME: Critical Sewer Interceptor Replacement Project

1. Provide a clear description of the project to be financed in part by a Public Works Trust Fund loan. (Attach additional sheets if necessary):

The City of Sedro-Woolley's Critical Interceptor Replacement Project includes all construction activities related to rehabilitation or replacement of four (4) separate interceptor segments. A total of approximately 29,700 linear feet of interceptor design is included in this application and pipe sizes are expected to range from 8 to 30 inches in diameter. Also included is design of two sewer pump stations to serve extremely flat areas of the City.

Project Segment 1 is for design activities related to upsizing of approximately 9,200 linear feet of 18 and 30-inch line.

Segment 2 is for approximately 4,400 linear feet of interceptor upsizing to accommodate new growth within the City and allow for connection of new customers.

Project Segment 3 includes design of approximately 10,000 linear feet of pipelines required to improve deficient existing facilities and two pump stations required to provide adequate service to the commercial areas along SR 20.

Project Segment 4 is for design and construction of approximately 6,100 linear feet of 12, 18 and 24-inch interceptor along McGarigle Road in the eastern portion of the City.

2. Identify the project’s performance measures. (Attach additional sheets if necessary.)

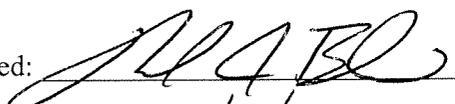
The performance measures associated with Project Segments 1 through 4 is reduction of infiltration and inflow (I&I) by at least 5%. This will be measured by City flow monitoring at identified locations within the project. I&I reduction will be verified by measurements after project completion, in/by January 2009.

PERFORMANCE MEASURE NOTES

A performance measure should quantify the major benefit(s) of completing the project. It should include at least three components –	Performance Measure Examples
<ul style="list-style-type: none"> <li>▪ Measurement standard</li> <li>▪ Amount of change and</li> <li>▪ Timeframe.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The amount of “boil water” orders will be reduced from five in 2004 to zero in 2005.</li> <li>▪ The amount of unaccounted for water will be reduced from 27% in 2004 to industry standard of 15% by 2007.</li> </ul>

3. The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the local government prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated: Twenty years.
  
4. I, Richard J. Blair, P.E., licensed engineer, certify that the average expected useful life for the improvements described above is 20 years.

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



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

4/13/06

Telephone: 360-855-0771

Professional Engineer License Number 36874 - WA

**Scope of Work**  
Page Two  
LOAN NUMBER

Estimated Project Costs:

	Total Costs
Engineering	\$ <u>10,000</u>
Environmental Review	\$ <u>2,500</u>
Land/R-O-W Acquisition	\$ <u>175,000</u>
Public Involvement/Information	\$ _____
Other Fees	\$ <u>127,500</u>
Construction	\$ <u>6,708,000</u>
Construction Inspection	\$ <u>713,000</u>
Contingency (20%)	\$ <u>1,735,000</u>
1. Other (Tax)	\$ <u>604,000</u>
2. Other (Admin. & Legal)	\$ <u>336,000</u>
<b>TOTAL ESTIMATED COSTS</b>	<b>\$ <u>10,411,000</u></b>

Anticipated Fund Sources:

A. Federal <b>Grants</b>	\$ _____
State <b>Grants</b>	\$ _____
 B. Locally Generated Revenue	
General Funds	\$ _____
Capital Reserves	\$ _____
Other Fund – Sewer Fund	\$ <u>1,561,650</u>
Rates & Capital Facilities Charges	\$ <u>1,849,350</u>
Assessments (LID, RID, ULID)	\$ _____
Special Levies	\$ _____
Federal <b>Loan(s)</b> from: (identify all)	\$ _____
_____	\$ _____
State <b>Loan(s)</b> from: (identify all)	\$ _____
_____	\$ _____
Other: (identify sources)	\$ _____
_____	\$ _____
<b>TOTAL LOCAL REVENUE</b>	<b>\$ <u>3,411,000</u></b>
 C. PUBLIC WORKS TRUST FUND LOAN	 \$ <u>7,000,000</u>

**Scope of Work**  
Page 3  
LOAN NUMBER

Calculating Local Percentage:

**Notes:** 1. Grant funds **cannot** be counted as local match.

Calculate as follows:

$$\frac{\text{Total Local Revenue}}{\text{PWTF Loan} + \text{Total Local Revenue}} = \text{Local Percentage } 33\%$$

The local contribution must be at least:

Five percent (5%)	for a loan interest rate of	2%
Ten percent (10%)	for a loan interest rate of	1%
Fifteen percent (15%)	for a loan interest rate of	0.5%

Note: Initial PWTF loan request was for \$8,849,350, which would have been a 15% match. The PWB subsequently reduced the loan limit to \$7,000,000.

**Public Works Trust Fund**

**ATTACHMENT II: ATTORNEY'S CERTIFICATION**

I, \_\_\_\_\_, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the \_\_\_\_\_

(the LOCAL GOVERNMENT); and

I have also examined any and all documents and records which are pertinent to the loan agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The LOCAL GOVERNMENT is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The LOCAL GOVERNMENT is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the LOCAL GOVERNMENT from repaying the Public works Trust Fund loan extended by the DEPARTMENT with respect to such project. The LOCAL GOVERNMENT is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the LOCAL GOVERNMENT.

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address