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## 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

May 10, 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 #57241 to #57358 for \$129,828.02
    - Payroll Warrants #37794 to #37885 for \$197,596.09
  - c. Waiver of Fees - Multiple Waivers (including Loggerodeo Street Closure Request)
  - d. Amended Interlocal Agreement - Skagit River Impact Partnership
  - e. Contract - Reichert & Ebe for Professional Services
4. Public Comment (Please limit your comments to 3-5 minutes)

### **PUBLIC HEARINGS**

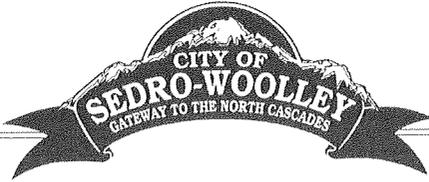
5. Adoption of Brickyard Creek Sub-Area Plan - to be continued.

### **UNFINISHED BUSINESS**

### **NEW BUSINESS**

6. Award of Bid & Contract - Ram Construction - Sterling/Township Sanitary Sewer Improvements Project
7. Grant - Brickyard Creek Rehabilitation Project, Phase 1 (Authorizing Resolution)

### **EXECUTIVE SESSION**



MAY 10 2006

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 153

DATE: May 10, 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 May 10, 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.

MAY 10 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 26, 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 Fire Chief Klinger.

Consent Calendar

- Minutes from Previous Meeting
- Finance
- Claim Vouchers #57112 to #57240 for \$228,631.85
- Payroll Warrants #37702 to #37793 for \$137,242.80
- Street Closure Request – Blast from the Past – June 2 & 3, 2006 (Revision)
- Waiver of Fees – Riverfront Park – SWSD – Misc. Dates
- Waiver of Fees – Riverfront Park – SW Head Start Center – June 2, 2006
- Contract – PropertyRoom.com for found and unclaimed property
- Memorandum of Understanding – LinX NW

Councilmember Lemley moved to adopt the consent calendar Items A through G. Seconded by Councilmember Splane. Motion carried.

Proclamation – Native Plant Appreciation Week – April 30<sup>th</sup> to May 6<sup>th</sup>, 2006

Mayor Dillon proclaimed April 30<sup>th</sup> through May 6<sup>th</sup>, 2006 as Native Plant Appreciation Week. She encouraged all citizens to enjoy and celebrate the floral diversity and take advantage of learning more about native plants by taking a nature plant walk or becoming involved in a restoration project.

Public Comment

Ruth Thomas – 25177 Triple Creek Ln., Mt. Vernon, addressed the Council on health and environmental issues in connection with fluoridation. Thomas cited several studies and reference sources in her comments and requested the Council reconsider their stance on fluoridation.

Erin Klinger – 1103 N. Township St., addressed the Council and urged them to continue to support fluoridation.

Orion Donovan-Smith – 334 Sapp Rd., spoke to the Council in opposition of fluoridation. He noted that many times an assumption is made regarding fluoridation and dental health and encouraged the Council to research the issue throughly on both sides.

Pat Hammond – 729 Sauk Mountain Dr., spoke in favor of fluoridation. She noted her affiliation with Neighbors In Need Food Bank and spoke of the numerous clients that she believes would benefit with fluoridation.

Terry Uridil – 602 State St., addressed the Council requesting the issue be put to the public for a vote. She spoke of health issues that would require her to filter any fluoridation from the water should it be put in. She also addressed the costs for filtering and requested to not be forced in participating without a say (vote).

In a savings of time, Mayor Dillon called for a raise of hands for and against the fluoride issue in order to provide a visual for the Council of those supporting their respective side of the issue.

Barry Massey – 436 Bennett St., addressed the Council on behalf of Spiro Alexopoulos, owner of Rhodes Restaurant regarding the preliminary lot development plan of Pat Rimmer. He expressed concern of the access to the highway and questioned the status of the road.

Mayor Dillon noted that at this time the piece in question is still a road and could be opened at any time.

Engineer Blair noted that Rimmer does have an approved building permit and is allowed to work on the particular building.

Attorney Hayden noted the Council awareness from discussions on the Skagit Plant that the road will be moved back to the original location which will then line up with the access road for the Skagit Plant and alleviate distance issues with the railroad overpass. Hayden noted there would be a public hearing in the future. The specific property in question is City owned property and the property owners on both sides have had verbal permission from the City to use the property for parking.

Massey stated the main concern is the access to the Highway for Rhodes Restaurant.

Mayor Dillon and Attorney Hayden noted there are no plans to cut off the restaurant access to the Highway. It was requested of Massey to stay and meet with staff on this topic after the meeting.

## **PUBLIC HEARINGS**

### Extension of Interim Planning & Zoning Ordinances No. 1525-05 through 1529-05

Mayor Dillon introduced the extension of the Interim Planning & Zoning Ordinances. She noted the extension of the ordinances would allow time to finish the process to be reconsidered permanently along with the November Comp Plan changes.

Attorney Hayden reviewed the background information for each ordinance up for renewal.

Mayor Dillon opened the public hearing at 7:27 P.M.

No public input.

Mayor Dillon closed the public hearing at 7:28 P.M.

Council discussion ensued to include the north access to the Skagit Plant, impact fee area and reasons for not making Ordinances permanent at this time.

- Transportation Plan (Ordinance No. 1525-05)

Councilmember Anderson moved to adopt Ordinance No. 1542-06 An Ordinance of the City of Sedro-Woolley, Washington, Renewing the Adoption of the Transportation Plan Section of the Comprehensive Plan to be Effective for a Period of Six Months, and Entering Findings of Fact with an Amendment on S-1 of the Transportation Plan to Include the North Entrance of the Skagit Plant. Seconded by Councilmember Galbraith.

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

- Impact Fees (Ordinance No. 1526-05)

Councilmember Anderson moved to adopt Ordinance No. 1543-06, 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, Providing for Credits for Other Mitigation of Impacts, and Providing for Appeals from Fee Determinations. Councilmember Colgan seconded.

Roll Call Vote: Councilmember Meamber – Yes (reluctantly), Splane – Yes, Requa – No, Colgan – Yes, Galbraith – Yes, Lemley – Yes and Anderson – Yes. Motion carried 5-2 (Councilmember Requa opposed).

- City Hall and Cemetery Facilities (Ordinance No. 1527-05)

Councilmember Meamber moved to adopt Ordinance No. 1544-06 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. Seconded by Councilmember Splane.

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

- Sewer Moratorium (Ordinance No. 1528-05)

Discussion ensued as to timing of projects, lifting of the moratorium in certain areas, annexations, project costs and project area.

Councilmember Galbraith moved to adopt Ordinance No. 1545-06 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. Councilmember Anderson seconded.

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

- Police and Fire Facilities (Ordinance No. 1529-05)

Councilmember Lemley moved to adopt Ordinance No. 1546-06 An Interim Ordinance Adopting Amendments to the Capital Facilities, and Documenting Appropriate Mitigation Standards for Police Impacts. Seconded by Councilmember Meamber.

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

#### Adoption of Brickyard Creek Sub-Area Plan – To be continued

Mayor Dillon opened the public hearing at 7:55 P.M.

Councilmember Anderson moved to continue the public hearing on the Brickyard Creek Sub-Area Plan to the May 10, 2006 meeting. Seconded by Councilmember Meamber. Motion carried.

## **UNFINISHED BUSINESS**

### Ordinance -- Koozer Annexation

Attorney Hayden reviewed the background information for the proposed ordinance. Hayden noted that the Council previously held a public hearing and approved the annexation by resolution. He noted the County has no objections to the annexation.

Councilmember Meamber moved to adopt Ordinance No. 1547-06 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. Councilmember Lemley seconded.

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

### Klinger Estates – Final Plat Approval

Councilmember Requa requested to be recused from voting as Skagit Surveyors & Engineers has been actively involved with this project. Requa removed himself from the Council bench.

Planner Rozema reviewed background information and application for final plat approval of a 94 lot planned residential development. Preliminary plat approval was granted on September 22, 2004 by City Resolution #704-04 known as “Klinger Estates Planned Residential Development and stated staff recommended approval.

Dave McLaughlin – Skagit Surveyors & Engineers, addressed the Council and offered to answer any questions the Council may have.

Councilmember Colgan moved to adopt Resolution No. 724-06 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. Councilmember Splane seconded. Motion carried. (Councilmember Requa recused).

Councilmember Requa rejoined the Council bench.

## **NEW BUSINESS**

### Street Light Relocation on Sapp Road

Councilmember Splane recused himself as he lives within the affected area and removed himself from the Council Bench.

Engineer Blair reviewed the request to relocate the Sapp Road streetlight approximately 90 feet southeast. He indicated that usually when placing lights, existing poles are used as a cost savings measure. Since the placement of the light, Blair stated that citizens have been requesting to move the light to the proposed location.

Councilmember Galbraith moved to authorize PSE to move the street light from its current position to the position specified on the map at a cost of \$2,535.41. Councilmember Requa seconded. Motion carried. (Councilmember Splane recused).

Councilmember Splane returned to the Council Bench.

#### Public Works Trust Fund Loan Agreement #PW-06-962-038

Mayor Dillon reviewed the Public Works Trust Fund loan and stated the agreement accepts and formalizes the City's commitment to the loan.

Councilmember Meamber thanked the Mayor and Councilmembers Requa and Splane for their work in Olympia which helped in receipt of the loan.

Councilmember Anderson thanked the Council for their patience in the process which is a better deal for the City than bonds.

Engineer Blair noted that the funding source is dwindling and the City was fortunate in obtaining the loan as it may not be available or funding will be cut in the near future.

Councilmember Requa thanked the staff for their effort in the paperwork necessary in connection with the loan.

Councilmember Colgan moved to authorize the Mayor to sign the agreement with the Public Works Agreement No. PW-06-962-038 in the amount of \$7,000,000. Seconded by Councilmember Splane. Motion carried.

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

Councilmember Anderson – commented on the Dan Burden workshop. He also questioned who was living in the old fire quarters. Anderson also questioned the new equipment purchases and whether the old equipment is being traded in. He noted he would like to see the equipment be surplussed and auctioned instead of being traded.

Councilmember Galbraith – commented on the work going on at the Golf Course and commended the staff and volunteers who are working hard to bring it back into shape.

Susie Williams – 1058 Wedmore St., addressed the Council and noted that she has been in touch with Wayne Ramsey from Sedro-Woolley High School. Ramsey has several classes that will be helping with the golf course maintenance 2-3 days per week. Williams also reviewed other commitments of volunteers.

Councilmember Anderson – passed on a suggestion from his wife of implementing a miniature golf course within the course.

Councilmember Colgan – stated he has received numerous calls regarding graffiti on garages. Colgan was instructed to contact the Code Enforcement officer.

Councilmember Splane – questioned the status of the funding for sidewalks up Highway 9. Engineer Blair reported that the City has \$223,000 towards that project and hopes to get the project going soon.

Councilmember Meamber – questioned the pump capacity in the vicinity of Cook Road and whether it is adequate to accommodate the new housing.

Planner Rozema – announced that the new building inspector is working out well with positive feedback from the building community. He stated the inspection schedule is back to normal and things are going well. He also noted that Joann Lazon is doing a great job keeping up with the increased permit applications which is estimated to be up about 30%.

Attorney Hayden – reported the grant application for Brickyard Creek is due Monday and reviewed the areas for enhancement.

Fire Chief Klinger – requested to meet with the Police & Fire Committee briefly after the meeting.

Councilmember Requa – questioned the plans check situation in the Planning Department.

Planner Rozema noted that the plans are currently outsourced for plan review. The turn around time is currently 7-14 days for residential plans with other consultants available should things start backing up.

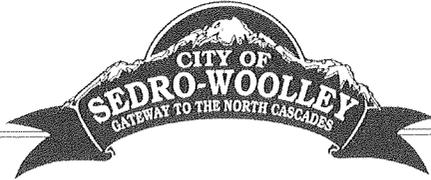
## **EXECUTIVE SESSION**

The meeting adjourned to Executive Session at 8:32 P.M for the purpose of personnel, litigation and land acquisition with a possible decision.

The meeting reconvened at 9:31 P.M.

Councilmember Colgan moved to adjourn. Seconded by Councilmember Meamber. Motion carried.

The meeting adjourned at 9:33 P.M.



CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 10 2006

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 56

DATE: May 10, 2006  
TO: Mayor Dillon and City Council  
FROM: Patsy Nelson, Clerk-Treasurer  
SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers and Payroll Warrants proposed for payment for the period ending May 10, 2006.

Motion to approve Claim Vouchers #57241 to #57358 in the amount of \$129,828.02.

Motion to approve Payroll Warrants #37794 to #37885 in the amount of \$197,596.09.

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  
 05/10/2006 (Printed 05/05/2006 09:33)

PAGE 1

| WARRANT | VENDOR NAME                | DESCRIPTION               |      | AMOUNT   |
|---------|----------------------------|---------------------------|------|----------|
| 57241   | SEDRO-WOOLLEY POSTMASTER   | POSTAGE                   | SWR  | 290.63   |
|         |                            | POSTAGE                   | SAN  | 290.63   |
|         |                            | WARRANT TOTAL             |      | 581.26   |
| 57242   | SKAGIT COUNTY TREASURER    | CITY HALL - LAND PURCHASE |      | 205.58   |
|         |                            | WARRANT TOTAL             |      | 205.58   |
| 57243   | SKAGIT COUNTY AUDITOR      | PROFESSIONAL SERVICES     | PLN  | 47.00    |
|         |                            | WARRANT TOTAL             |      | 47.00    |
| 57244   | ATIS                       | PROFESSIONAL SERVICES     | PL   | 458.58   |
|         |                            | WARRANT TOTAL             |      | 458.58   |
| 57245   | ALLELUJAH BUSINESS SYSTEMS | SUPPLIES                  | ENG  | 13.49    |
|         |                            | OPERATING SUPPLIES        | SWR  | 19.42    |
|         |                            | OPERATING SUPPLIES        | SWR  | 1.62     |
|         |                            | WARRANT TOTAL             |      | 34.53    |
| 57246   | ALL-PHASE ELECTRIC         | MAINT OF GENERAL EQUIP    | SWR  | 353.06   |
|         |                            | WARRANT TOTAL             |      | 353.06   |
| 57247   | ALLIANCE OFFICE PRODUCTS   | OPERATING SUPPLIES        | PL   | 26.88    |
|         |                            | PORTABLE EQUIPMENT        | SWR  | 1,078.92 |
|         |                            | WARRANT TOTAL             |      | 1,105.80 |
| 57248   | ANIXTER, INC.              | COMPUTER NETWORK          | CS   | 1,653.36 |
|         |                            | WARRANT TOTAL             |      | 1,653.36 |
| 57249   | A.S.A.P. SIGN & DESIGN     | VEHICLES                  | PD   | 426.60   |
|         |                            | WARRANT TOTAL             |      | 426.60   |
| 57250   | ASSOC PETROLEUM PRODUCTS   | AUTO FUEL                 | PD   | 1,231.48 |
|         |                            | AUTO FUEL/DIESEL          | FD   | 434.21   |
|         |                            | AUTO FUEL/DIESEL          | FD   | 401.20   |
|         |                            | VEHICLE FUEL / DIESEL     |      | 654.79   |
|         |                            | VEHICLE FUEL / DIESEL     |      | 236.82   |
|         |                            | AUTO FUEL/DIESEL          | SWR  | 360.43   |
|         |                            | WARRANT TOTAL             |      | 3,318.93 |
| 57251   | AT & T                     | TELEPHONE                 | JUD  | .87      |
|         |                            | TELEPHONE                 | FIN  | 28.12    |
|         |                            | TELEPHONE                 | LGL  | 43.44    |
|         |                            | TELEPHONE                 | PLN  | 11.29    |
|         |                            | TELEPHONE                 | INSP | 5.21     |
|         |                            | TELEPHONE                 | SWR  | 14.13    |
|         |                            | WARRANT TOTAL             |      | 103.06   |
| 57252   | CINGULAR                   | TELEPHONE                 | PD   | 656.49   |
|         |                            | WARRANT TOTAL             |      | 656.49   |
| 57253   | AVAYA INC                  | REPAIRS & MAINTENANCE     | PD   | 560.78   |
|         |                            | REPAIRS/MAINT-EQUIP       | FD   | 560.78   |

| WARRANT | VENDOR NAME                | DESCRIPTION               |      | AMOUNT   |
|---------|----------------------------|---------------------------|------|----------|
|         |                            | WARRANT TOTAL             |      | 1,121.56 |
| 57254   | BANK OF AMERICA            | SUPPLIES                  | ENG  | 20.20    |
|         |                            | WARRANT TOTAL             |      | 20.20    |
| 57255   | BANK OF AMERICA            | COMPUTER NETWORK          | CS   | 239.00   |
|         |                            | WARRANT TOTAL             |      | 239.00   |
| 57256   | BANK OF AMERICA            | OPERATING SUPPLIES        | FD   | 8.07     |
|         |                            | SMALL TOOLS & MINOR EQUIP | FD   | 214.89   |
|         |                            | WARRANT TOTAL             |      | 222.96   |
| 57257   | BAY CITY SUPPLY            | OFFICE/OPERATING SUPPLIES | PD   | 95.93    |
|         |                            | OFFICE/OPERATING SUPPLIES | PD   | 203.56   |
|         |                            | OPERATING SUPPLIES        | FD   | 95.93    |
|         |                            | OPERATING SUPPLIES        | FD   | 203.56   |
|         |                            | OPERATING SUPPLIES        | PL   | 257.75   |
|         |                            | OPERATING SUPPLIES        | SWR  | 16.78    |
|         |                            | WARRANT TOTAL             |      | 873.51   |
| 57258   | BELLINGHAM HERALD          | ADVERTISING               | ENG  | 555.48   |
|         |                            | WARRANT TOTAL             |      | 555.48   |
| 57259   | BEN-KO-MATIC               | MAINTENANCE OF LINES      | SWR  | 955.91   |
|         |                            | WARRANT TOTAL             |      | 955.91   |
| 57260   | BLARG! ONLINE SVC. INC.    | TELEPHONE                 | FD   | 19.95    |
|         |                            | WARRANT TOTAL             |      | 19.95    |
| 57261   | BLUMENTHAL UNIFORM & EQUP  | UNIFORMS/ACCESSORIES      | PD   | 95.96    |
|         |                            | UNIFORMS/ACCESSORIES      | PD   | 201.33   |
|         |                            | WARRANT TOTAL             |      | 297.29   |
| 57262   | BOSTEC INC.                | MACHINERY & EQUIPMENT     | PD   | 248.72   |
|         |                            | MACHINERY & EQUIPMENT     | PD   | 326.28   |
|         |                            | WARRANT TOTAL             |      | 575.00   |
| 57263   | BLDG PERMITS LAW BULLETIN  | MISC-DUES                 | INSP | 106.78   |
|         |                            | WARRANT TOTAL             |      | 106.78   |
| 57264   | CINTAS CORPORATION #460    | UNIFORMS                  | FD   | 62.30    |
|         |                            | UNIFORMS                  | FD   | 62.30    |
|         |                            | UNIFORMS                  | FD   | 65.53    |
|         |                            | UNIFORMS                  | FD   | 62.30    |
|         |                            | WARRANT TOTAL             |      | 252.43   |
| 57265   | COLLINS OFFICE SUPPLY, INC | SUPPLIES                  | LGS  | 3.96     |
|         |                            | SUPPLIES                  | FIN  | 2.52     |
|         |                            | SUPPLIES                  | FIN  | 63.83    |
|         |                            | OFFICE SUPPLIES           | LGL  | 1.08     |
|         |                            | OPERATING SUPPLIES        | CS   | .36      |
|         |                            | SUPPLIES/BOOKS            | PLN  | 94.04    |

| WARRANT | VENDOR NAME                     | DESCRIPTION               |      | AMOUNT   |
|---------|---------------------------------|---------------------------|------|----------|
|         |                                 | SUPPLIES/BOOKS            | PLN  | 31.41    |
|         |                                 | SUPPLIES/BOOKS            | PLN  | 1.08     |
|         |                                 | SUPPLIES/BOOKS            | PLN  | 208.95   |
|         |                                 | SUPPLIES                  | ENG  | 94.04    |
|         |                                 | SUPPLIES                  | ENG  | 31.41    |
|         |                                 | SUPPLIES                  | ENG  | .36      |
|         |                                 | SUPPLIES                  | ENG  | 208.95   |
|         |                                 | SUPPLIES                  | ENG  | .36      |
|         |                                 | OFFICE/OPERATING SUPPLIES | PD   | 36.68    |
|         |                                 | OFFICE/OPERATING SUPPLIES | PD   | 9.38     |
|         |                                 | OFFICE SUPPLIES           | FD   | 1.80     |
|         |                                 | OFF/OPER SUPPS & BOOKS    | INSP | 112.83   |
|         |                                 | OFF/OPER SUPPS & BOOKS    | INSP | 31.42    |
|         |                                 | OFF/OPER SUPPS & BOOKS    | INSP | 241.93   |
|         |                                 | SUPPLIES                  | LIB  | 3.24     |
|         |                                 | OFFICE SUPPLIES / POSTAGE | PL   | 5.05     |
|         |                                 | OFFICE SUPPLIES           | SWR  | 3.96     |
|         |                                 | OFFICE SUPPLIES           | SAN  | 2.88     |
|         |                                 | WARRANT TOTAL             |      | 1,191.52 |
| 57266   | COMMERCIAL FIRE PROTECTION INC. | REPAIRS/MAINT-EQUIP       | FD   | 240.00   |
|         |                                 | WARRANT TOTAL             |      | 240.00   |
| 57267   | COMPUTER SOURCE                 | OFFICE/OPERATING SUPPLIES | PD   | 14.48    |
|         |                                 | OPERATING SUPPLIES        | FD   | 14.49    |
|         |                                 | OPERATING SUPPLIES        | SWR  | 20.18    |
|         |                                 | WARRANT TOTAL             |      | 49.15    |
| 57268   | CONCRETE NOR'WEST, INC.         | SUPPLIES                  | ENG  | 147.06   |
|         |                                 | SUPPLIES                  | ENG  | 140.06   |
|         |                                 | SUPPLIES                  | ENG  | 146.58   |
|         |                                 | SUPPLIES                  | ENG  | 313.08   |
|         |                                 | WARRANT TOTAL             |      | 746.78   |
| 57269   | COOK PAGING (WA)                | TELEPHONE                 | FD   | 6.57     |
|         |                                 | WARRANT TOTAL             |      | 6.57     |
| 57270   | CORRECTIONAL INDUSTRIES         | PROFES. SVCS. REIMBURSE   | ENG  | 9.77     |
|         |                                 | WARRANT TOTAL             |      | 9.77     |
| 57271   | SKAGIT WEEKLY NEWS GROUP        | PRINTING/PUBLICATIONS     | PD   | 66.96    |
|         |                                 | WARRANT TOTAL             |      | 66.96    |
| 57272   | DAILY HERALD CO. (THE)          | ADVERTISING               | ENG  | 369.88   |
|         |                                 | WARRANT TOTAL             |      | 369.88   |
| 57273   | DATA BASE                       | PROFESSIONAL SERVICES     | JUD  | 60.00    |
|         |                                 | SUPPLIES                  | FIN  | 30.00    |
|         |                                 | OFFICE/OPERATING SUPPLIES | PD   | 30.00    |
|         |                                 | WARRANT TOTAL             |      | 120.00   |
| 57274   | DAY WIRELESS SYSTEMS INC        | TELEPHONE                 | PD   | 10.80    |

| WARRANT | VENDOR NAME           | DESCRIPTION               |     | AMOUNT   |
|---------|-----------------------|---------------------------|-----|----------|
|         |                       | REPAIR/MAINTENANCE        | PD  | 351.51   |
|         |                       | MAINT OF GENERAL EQUIP    | SWR | 264.06   |
|         |                       | WARRANT TOTAL             |     | 626.37   |
| 57275   | DEMCO INC.            | SUPPLIES                  | LIB | 235.51   |
|         |                       | WARRANT TOTAL             |     | 235.51   |
| 57276   | DESTINATION WIRELESS  | TELEPHONE                 | PD  | 43.19    |
|         |                       | OPERATING SUPPLIES        | FD  | 21.57    |
|         |                       | WARRANT TOTAL             |     | 64.76    |
| 57277   | E & E LUMBER          | REPAIR & MAINTENANCE      | CS  | 44.96    |
|         |                       | SUPPLIES                  | ENG | 121.85   |
|         |                       | SUPPLIES                  | ENG | 9.47     |
|         |                       | SUPPLIES                  | ENG | 20.65    |
|         |                       | BUILDINGS & STRUCTURES    | FD  | 93.38    |
|         |                       | BUILDINGS & STRUCTURES    | FD  | 12.01    |
|         |                       | BUILDINGS & STRUCTURES    | FD  | 95.08    |
|         |                       | INDUSTRIAL INS - GOLF     | PL  | 35.58    |
|         |                       | OPERATING SUPPLIES        | PL  | 1.08     |
|         |                       | OPERATING SUPPLIES        | PL  | 73.40    |
|         |                       | OPERATING SUPPLIES        | PL  | 18.65    |
|         |                       | OPERATING SUPPLIES        | PL  | 5.93     |
|         |                       | OPERATING SUPPLIES        | PL  | 163.64   |
|         |                       | REPAIRS/MAINT - EQUIP     | PL  | 8.73     |
|         |                       | REPAIRS/MAINT - EQUIP     | PL  | 5.98     |
|         |                       | REPAIRS/MAINT-STREETS     | PL  | 167.84   |
|         |                       | REPAIRS/MAINT-STORM DRAIN | PL  | 88.50    |
|         |                       | OPERATING SUPPLIES        | SWR | 1.30     |
|         |                       | OPERATING SUPPLIES        | SWR | 3.77     |
|         |                       | OPERATING SUPPLIES        | SWR | 2.59     |
|         |                       | OPERATING SUPPLIES        | SWR | 2.81     |
|         |                       | OPERATING SUPPLIES        | SWR | 10.21    |
|         |                       | OPERATING SUPPLIES        | SWR | 9.13     |
|         |                       | OPERATING SUPPLIES        | SWR | 19.74    |
|         |                       | WARRANT TOTAL             |     | 1,014.12 |
| 57278   | E & E LUMBER          | VOIDED WARRANT            |     | .00      |
|         |                       | WARRANT TOTAL             |     | .00      |
| 57279   | EMERGENCY MEDICAL     | OPERATING SUPPLIES        | FD  | 1,204.86 |
|         |                       | WARRANT TOTAL             |     | 1,204.86 |
| 57280   | FEDERAL EXPRESS CORP. | POSTAGE                   | ENG | 44.57    |
|         |                       | WARRANT TOTAL             |     | 44.57    |
| 57281   | GLASPRO/BURLINGTON    | REPAIR & MAINT - AUTO     | PD  | 20.52    |
|         |                       | WARRANT TOTAL             |     | 20.52    |
| 57282   | GRAINGER PARTS        | OPERATING SUPPLIES        | SWR | 26.92    |
|         |                       | WARRANT TOTAL             |     | 26.92    |

| WARRANT | VENDOR NAME               | DESCRIPTION               |      | AMOUNT   |
|---------|---------------------------|---------------------------|------|----------|
| 57283   | GREAT AMERICA LEASING COR | EQUIPMENT LEASES          | CS   | 269.89   |
|         |                           | EQUIPMENT LEASES          | CS   | 308.99   |
|         |                           | WARRANT TOTAL             |      | 578.88   |
| 57284   | GUARDIAN SECURITY         | FIRE/THEFT PROTECTION     | FD   | 26.50    |
|         |                           | FIRE/THEFT PROTECTION     | FD   | 26.50    |
|         |                           | WARRANT TOTAL             |      | 53.00    |
| 57285   | HAYDEN, PATRICK           | PROFESSIONAL SERVICES     | LGL  | 76.80    |
|         |                           | WARRANT TOTAL             |      | 76.80    |
| 57286   | HEWLETT PACKARD CO.       | PORTABLE EQUIPMENT        | SWR  | 3,265.92 |
|         |                           | WARRANT TOTAL             |      | 3,265.92 |
| 57287   | HUMANE SOCIETY OF SKAGIT  | HUMANE SOCIETY            | PD   | 880.00   |
|         |                           | WARRANT TOTAL             |      | 880.00   |
| 57288   | INTERNTL CODE COUNCIL INC | MISC-DUES                 | INSP | 100.00   |
|         |                           | WARRANT TOTAL             |      | 100.00   |
| 57289   | ID VILLE                  | SUPPLIES                  | LGS  | 8.66     |
|         |                           | SUPPLIES                  | LGS  | 4.68     |
|         |                           | SUPPLIES                  | FIN  | 5.51     |
|         |                           | SUPPLIES                  | FIN  | 2.98     |
|         |                           | OFFICE SUPPLIES           | LGL  | 2.35     |
|         |                           | OFFICE SUPPLIES           | LGL  | 1.27     |
|         |                           | OPERATING SUPPLIES        | CS   | .79      |
|         |                           | OPERATING SUPPLIES        | CS   | .42      |
|         |                           | SUPPLIES/BOOKS            | PLN  | 2.35     |
|         |                           | SUPPLIES/BOOKS            | PLN  | 1.27     |
|         |                           | SUPPLIES                  | ENG  | .79      |
|         |                           | SUPPLIES                  | ENG  | .42      |
|         |                           | SUPPLIES                  | ENG  | .79      |
|         |                           | SUPPLIES                  | ENG  | .42      |
|         |                           | OFFICE/OPERATING SUPPLIES | PD   | 20.46    |
|         |                           | OFFICE/OPERATING SUPPLIES | PD   | 11.05    |
|         |                           | OFFICE SUPPLIES           | FD   | 3.94     |
|         |                           | OFFICE SUPPLIES           | FD   | 2.13     |
|         |                           | SUPPLIES                  | LIB  | 7.08     |
|         |                           | SUPPLIES                  | LIB  | 3.83     |
|         |                           | OFFICE SUPPLIES / POSTAGE | PL   | 11.02    |
|         |                           | OFFICE SUPPLIES / POSTAGE | PL   | 5.95     |
|         |                           | OFFICE SUPPLIES           | SWR  | 8.66     |
|         |                           | OFFICE SUPPLIES           | SWR  | 4.68     |
|         |                           | OFFICE SUPPLIES           | SAN  | 6.30     |
|         |                           | OFFICE SUPPLIES           | SAN  | 3.40     |
|         |                           | WARRANT TOTAL             |      | 121.20   |
| 57290   | INGRAM LIBRARY SERVICES   | BOOKS, PERIOD, RECORDS    | LIB  | 17.50    |
|         |                           | BOOKS, PERIOD, RECORDS    | LIB  | 34.86    |
|         |                           | BOOKS, PERIOD, RECORDS    | LIB  | 39.26    |
|         |                           | BOOKS, PERIOD, RECORDS    | LIB  | 11.72    |

| WARRANT | VENDOR NAME               | DESCRIPTION            |     | AMOUNT   |
|---------|---------------------------|------------------------|-----|----------|
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 34.15    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 53.65    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 9.62     |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 20.03    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 24.03    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 22.15    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 34.02    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 83.79    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 11.18    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 623.96   |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 38.53    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 18.24    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 37.38    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 183.09   |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 23.46    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 18.81    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 5.03     |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 35.02    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 9.04     |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 36.78    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 69.46    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 65.77    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 66.84    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 49.97    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 28.37    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 52.31    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 10.59    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 24.10    |
|         |                           | BOOKS, PERIOD, RECORDS | LIB | 28.60    |
|         |                           | WARRANT TOTAL          |     | 1,821.31 |
| 57291   | INGRAM LIBRARY SERVICES   | VOIDED WARRANT         |     | .00      |
|         |                           | WARRANT TOTAL          |     | .00      |
| 57292   | INGRAM LIBRARY SERVICES   | VOIDED WARRANT         |     | .00      |
|         |                           | WARRANT TOTAL          |     | .00      |
| 57293   | ROBERT S. JONES           | PROFESSIONAL SERVICES  | JUD | 250.00   |
|         |                           | PROFESSIONAL SERVICES  | JUD | 250.00   |
|         |                           | WARRANT TOTAL          |     | 500.00   |
| 57294   | LAKESIDE INDUSTRIES       | REPAIRS/MAINT-STREETS  | PL  | 118.51   |
|         |                           | WARRANT TOTAL          |     | 118.51   |
| 57295   | LOGGERS AND CONTRACTORS   | OP. SUPPLIES - TRAFFIC | PL  | 42.12    |
|         |                           | WARRANT TOTAL          |     | 42.12    |
| 57296   | LOG CABIN PUBLISHING      | BOOKS, PERIOD, RECORDS | LIB | 21.25    |
|         |                           | WARRANT TOTAL          |     | 21.25    |
| 57297   | LEXISNEXIS MATTHEW BENDER | CODE BOOK              | LGS | 3,432.51 |
|         |                           | WARRANT TOTAL          |     | 3,432.51 |

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| WARRANT | VENDOR NAME               | DESCRIPTION              |      | AMOUNT   |
|---------|---------------------------|--------------------------|------|----------|
| 57298   | MCLOUGHLIN & EARDLEY CORP | MAINTENANCE OF VEHICLES  | SWR  | 340.00   |
|         |                           | WARRANT TOTAL            |      | 340.00   |
| 57299   | MARTIN MARIETTA MATERIALS | REPAIRS/MAINT-STREETS    | PL   | 2,145.37 |
|         |                           | WARRANT TOTAL            |      | 2,145.37 |
| 57300   | METALLIC ARTS             | CAP OUTLAY-GRANT FOR HHS | PKR  | 6,625.00 |
|         |                           | WARRANT TOTAL            |      | 6,625.00 |
| 57301   | MONEY MAGAZINE            | BOOKS, PERIOD, RECORDS   | LIB  | 39.90    |
|         |                           | WARRANT TOTAL            |      | 39.90    |
| 57302   | MORGAN QUITNO PRESS       | BOOKS, PERIOD, RECORDS   | LIB  | 44.00    |
|         |                           | WARRANT TOTAL            |      | 44.00    |
| 57303   | MOORE, JACK R.            | PROFESSIONAL SERVICES    | INSP | 649.58   |
|         |                           | PROFESSIONAL SERVICES    | INSP | 82.49    |
|         |                           | PROFESSIONAL SERVICES    | INSP | 49.50    |
|         |                           | PROFESSIONAL SERVICES    | INSP | 100.00   |
|         |                           | PROFESSIONAL SERVICES    | INSP | 254.31   |
|         |                           | PROFESSIONAL SERVICES    | INSP | 163.31   |
|         |                           | WARRANT TOTAL            |      | 1,299.19 |
| 57304   | MOTOR TRUCKS, INC.        | REPAIRS/MAINT-EQUIP      | FD   | 329.20   |
|         |                           | REPAIRS/MAINT EQUIP      | FD   | 43.10    |
|         |                           | REPAIRS/MAINT-EQUIP      | FD   | 81.95    |
|         |                           | REPAIRS/MAINT-EQUIP      | FD   | 41.74    |
|         |                           | REPAIRS/MAINT-EQUIP      | FD   | 71.80    |
|         |                           | REPAIRS/MAINT-EQUIP      | FD   | 81.95    |
|         |                           | WARRANT TOTAL            |      | 485.84   |
| 57305   | MUTUAL MATERIALS CO.      | SUPPLIES                 | ENG  | 101.47   |
|         |                           | WARRANT TOTAL            |      | 101.47   |
| 57306   | MUNICIPAL EMERGENCY SVC   | OPERATING SUPPLIES       | FD   | 39.42    |
|         |                           | WARRANT TOTAL            |      | 39.42    |
| 57307   | MURDZIA, FRANK C.         | PROFESSIONAL SERVICES    | SWR  | 235.00   |
|         |                           | WARRANT TOTAL            |      | 235.00   |
| 57308   | NEXTEL COMMUNICATIONS     | TELEPHONE                | FIN  | 97.71    |
|         |                           | TELEPHONE                | LGL  | 32.58    |
|         |                           | TELEPHONE                | PLN  | 43.42    |
|         |                           | NEXTEL CELL PHONES       |      | 75.99    |
|         |                           | TELEPHONE                | PD   | 586.26   |
|         |                           | TELEPHONE                | FD   | 227.99   |
|         |                           | TELEPHONE                | INSP | 75.99    |
|         |                           | TELEPHONE                | PL   | 423.40   |
|         |                           | NEXTEL CELL PHONES       |      | 195.42   |
|         |                           | NEXTEL CELL PHONES       | SAN  | 195.42   |
|         |                           | WARRANT TOTAL            |      | 1,954.18 |

| WARRANT | VENDOR NAME               | DESCRIPTION                |     | AMOUNT   |
|---------|---------------------------|----------------------------|-----|----------|
| 57309   | NORTH COAST ELECTRIC CO.  | MAINT OF GENERAL EQUIP     | SWR | 408.34   |
|         |                           | WARRANT TOTAL              |     | 408.34   |
| 57310   | OFFICE DEPOT              | SUPPLIES                   | FIN | 40.89    |
|         |                           | SUPPLIES                   | ENG | 116.31   |
|         |                           | OFFICE/OPERATING SUPPLIES  | PD  | 98.08    |
|         |                           | MAINTENANCE OF LINES       | SWR | 16.16    |
|         |                           | OFFICE SUPPLIES            | SWR | 46.10    |
|         |                           | OPERATING SUPPLIES         | SWR | 96.44    |
|         |                           | PORTABLE EQUIPMENT         | SWR | 372.07   |
|         |                           | WARRANT TOTAL              |     | 786.05   |
| 57311   | OVERALL LAUNDRY SERV INC  | LAUNDRY                    | CS  | 27.21    |
|         |                           | MISC-LAUNDRY               | PL  | 17.36    |
|         |                           | MISC-LAUNDRY               | PL  | 32.08    |
|         |                           | MISC-LAUNDRY               | PL  | 19.61    |
|         |                           | MISC-LAUNDRY               | PL  | 19.61    |
|         |                           | LAUNDRY                    | SWR | 23.19    |
|         |                           | LAUNDRY                    | SWR | 23.19    |
|         |                           | WARRANT TOTAL              |     | 162.25   |
| 57312   | PAT RIMMER TIRE CTR, INC  | REPAIR & MAINT - AUTO      | PD  | 387.06   |
|         |                           | REPAIRS/MAINT - EQUIP      | PL  | 1,221.12 |
|         |                           | REPAIRS/MAINT-ST CLEANING  | PL  | 233.02   |
|         |                           | WARRANT TOTAL              |     | 1,841.20 |
| 57313   | PETERSON, DEBRA           | TRAVEL                     | LIB | 462.55   |
|         |                           | WARRANT TOTAL              |     | 462.55   |
| 57314   | PETTY CASH-DEBRA PETERSON | SUPPLIES                   | LIB | 25.66    |
|         |                           | POSTAGE                    | LIB | 34.49    |
|         |                           | WARRANT TOTAL              |     | 60.15    |
| 57315   | PRAIRIE CONSTRUCTION      | CAP OUTLAY-GRANT FOR HHS   | PKR | 4,294.78 |
|         |                           | WARRANT TOTAL              |     | 4,294.78 |
| 57316   | PRESTON GATES & ELLIS LLP | IMPROVEMENT-GARDEN OF EDEN | SWR | 300.00   |
|         |                           | WARRANT TOTAL              |     | 300.00   |
| 57317   | PUBLIC SAFETY TESTING     | PROFESSIONAL SERVICES      | CIV | 206.25   |
|         |                           | WARRANT TOTAL              |     | 206.25   |
| 57318   | PUGET SOUND ENERGY        | PUBLIC UTILITIES           | CS  | 916.81   |
|         |                           | PUB UTILITIES-MALL         | CS  | 6.91     |
|         |                           | PUB UTILITIES-MALL         | CS  | 39.24    |
|         |                           | PUBLIC UTILITIES           | FD  | 989.35   |
|         |                           | PUBLIC UTILITIES           | LIB | 180.87   |
|         |                           | ADVERTISING                | HOT | 40.35    |
|         |                           | PUBLIC UTILITIES           | PL  | 53.45    |
|         |                           | PUBLIC UTILITIES           | PL  | 185.03   |
|         |                           | PUBLIC UTIL - STREETLIGHTS | PL  | 60.20    |
|         |                           | PUBLIC UTIL - STREETLIGHTS | PL  | 266.95   |

| WARRANT | VENDOR NAME                     | DESCRIPTION                    | AMOUNT    |
|---------|---------------------------------|--------------------------------|-----------|
|         |                                 | PUBLIC UTIL - CAMPGROUND PL    | 559.70    |
|         |                                 | PUBLIC UTIL - COMM CENTER PL   | 114.94    |
|         |                                 | PUBLIC UTIL - SENIOR CENTER PL | 271.25    |
|         |                                 | PUBLIC UTIL - TRAIN PL         | 76.57     |
|         |                                 | PUBLIC UTIL - HHS PL           | 217.02    |
|         |                                 | PUBLIC UTILITIES SWR           | 6,225.24  |
|         |                                 | PUBLIC UTILITIES SWR           | 129.40    |
|         |                                 | PUBLIC UTILITIES SAN           | 136.20    |
|         |                                 | WARRANT TOTAL                  | 10,469.48 |
| 57319   | PUGET SOUND LEASING CO. INC     | PUBLIC UTILITIES PL            | 8.69      |
|         |                                 | PUBLIC UTILITIES PL            | 7.25      |
|         |                                 | PUBLIC UTIL - CAMPGROUND PL    | 16.64     |
|         |                                 | PUBLIC UTIL - CAMPGROUND PL    | 13.85     |
|         |                                 | PUBLIC UTIL - COMM CENTER PL   | 32.75     |
|         |                                 | PUBLIC UTIL - COMM CENTER PL   | 27.29     |
|         |                                 | PUBLIC UTIL - SENIOR CENTER PL | 136.24    |
|         |                                 | PUBLIC UTIL - SENIOR CENTER PL | 113.53    |
|         |                                 | PUBLIC UTILITIES SWR           | 150.76    |
|         |                                 | PUBLIC UTILITIES SWR           | 125.63    |
|         |                                 | WARRANT TOTAL                  | 632.63    |
| 57320   | R & D SUPPLY, INC.              | MAINTENANCE OF LINES SWR       | 946.56    |
|         |                                 | WARRANT TOTAL                  | 946.56    |
| 57321   | REALLY GOOD STUFF               | SUPPLIES LIB                   | 80.50     |
|         |                                 | WARRANT TOTAL                  | 80.50     |
| 57322   | READERS DIGEST                  | BOOKS, PERIOD, RECORDS LIB     | 15.98     |
|         |                                 | WARRANT TOTAL                  | 15.98     |
| 57323   | RICK'S REFRIGERATION INC.       | MAINT OF GENERAL EQUIP SWR     | 208.52    |
|         |                                 | WARRANT TOTAL                  | 208.52    |
| 57324   | RINKER MATERIALS                | REPAIRS/MAINT-STREETS PL       | 352.07    |
|         |                                 | WARRANT TOTAL                  | 352.07    |
| 57325   | RONK BROTHERS, INC.             | OPERATING SUPPLIES SWR         | 24.79     |
|         |                                 | OPERATING SUPPLIES SWR         | 184.36    |
|         |                                 | WARRANT TOTAL                  | 209.15    |
| 57326   | SEAWESTERN FIRE FIGHTING EQUIP. | REPAIRS/MAINT-EQUIP FD         | 92.48     |
|         |                                 | REPAIRS/MAINT-EQUIP FD         | 238.82    |
|         |                                 | WARRANT TOTAL                  | 331.30    |
| 57327   | SEDRO-WOOLLEY AUTO PARTS        | REPAIR & MAINT - AUTO PD       | 6.44      |
|         |                                 | OPERATING SUPPLIES PL          | 16.19     |
|         |                                 | OPERATING SUPPLIES PL          | 12.24     |
|         |                                 | REPAIRS/MAINT - EQUIP PL       | 31.29     |
|         |                                 | MAINTENANCE OF VEHICLES SWR    | 7.73      |
|         |                                 | MAINT OF GENERAL EQUIP SWR     | 14.57     |
|         |                                 | WARRANT TOTAL                  | 88.46     |

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| WARRANT | VENDOR NAME               | DESCRIPTION               |     | AMOUNT    |
|---------|---------------------------|---------------------------|-----|-----------|
| 57328   | SEDRO-WOLLEY SCHOOL DIST  | SCHOOL GMA IMPACT FEES    |     | 26,130.00 |
|         |                           | WARRANT TOTAL             |     | 26,130.00 |
| 57329   | SEDRO-WOLLEY VOLUNTEER    | SALARIES-VOLUNTEERS       | FD  | 12,263.00 |
|         |                           | WARRANT TOTAL             |     | 12,263.00 |
| 57330   | SEVEN SISTERS, INC.       | REPAIR/MAINT-GARAGE       | FD  | 367.76    |
|         |                           | WARRANT TOTAL             |     | 367.76    |
| 57331   | SIRCHIE FINGER PRINT      | OFFICE/OPERATING SUPPLIES | PD  | 84.64     |
|         |                           | WARRANT TOTAL             |     | 84.64     |
| 57332   | SK. CO. PUBLIC WORKS DEPT | SKAGIT CO SOLID WASTE     | SWR | 1,401.60  |
|         |                           | WARRANT TOTAL             |     | 1,401.60  |
| 57333   | SKAGIT CO HEALTH DEPT     | PROFESSIONAL SERVICES     | FD  | 44.00     |
|         |                           | WARRANT TOTAL             |     | 44.00     |
| 57334   | SKAGIT COUNTY SHERIFF     | PRISONERS                 | PD  | 3,145.12  |
|         |                           | WARRANT TOTAL             |     | 3,145.12  |
| 57335   | SKAGIT COUNTY TREASURER   | CRIME VCTM & WITNSS PROG  | LGL | 114.15    |
|         |                           | WARRANT TOTAL             |     | 114.15    |
| 57336   | SKAGIT CO. TRAINING       | TUITION/REGISTRATION      | FD  | 75.00     |
|         |                           | WARRANT TOTAL             |     | 75.00     |
| 57337   | SKAGIT FARMERS SUPPLY     | OPERATING SUPPLIES        | PL  | 41.03     |
|         |                           | REPAIRS/MAINT-CAMPGROUND  | PL  | 97.18     |
|         |                           | WARRANT TOTAL             |     | 138.21    |
| 57338   | SKAGIT RIVER STEEL        | EQUIPMENT MAINT - GOLF    | PL  | 39.93     |
|         |                           | WARRANT TOTAL             |     | 39.93     |
| 57339   | SKAGIT VALLEY PUBLISHING  | LEGAL PUBLICATIONS        | LGS | 49.40     |
|         |                           | LEGAL PUBLICATIONS        | LGS | 49.40     |
|         |                           | ADVERTISING/LEGAL PUBLIC  | PLN | 20.80     |
|         |                           | ADVERTISING/LEGAL PUBLIC  | PLN | 123.00    |
|         |                           | ADVERTISING/LEGAL PUBLIC  | PLN | 141.45    |
|         |                           | ADVERTISING/LEGAL PUBLIC  | PLN | 399.75    |
|         |                           | PROFESSIONAL SERVICES     | ENG | 526.31    |
|         |                           | WARRANT TOTAL             |     | 1,310.11  |
| 57340   | TORGGY'S CUSTOM           | MAINTENANCE OF VEHICLES   | SWR | 222.11    |
|         |                           | WARRANT TOTAL             |     | 222.11    |
| 57341   | TRAFFIC SAFETY SUPPLY CO. | OP. SUPPLIES - TRAFFIC    | PL  | 382.55    |
|         |                           | WARRANT TOTAL             |     | 382.55    |
| 57342   | TRANSTECH SYSTEMS         | SUPPLIES                  | LGS | 347.56    |
|         |                           | SUPPLIES                  | FIN | 221.17    |
|         |                           | OFFICE SUPPLIES           | LGL | 94.80     |

| WARRANT | VENDOR NAME             | DESCRIPTION                  | AMOUNT   |
|---------|-------------------------|------------------------------|----------|
|         |                         | OPERATING SUPPLIES CS        | 31.60    |
|         |                         | SUPPLIES/BOOKS PLN           | 94.80    |
|         |                         | SUPPLIES ENG                 | 31.60    |
|         |                         | SUPPLIES ENG                 | 31.60    |
|         |                         | OFFICE/OPERATING SUPPLIES PD | 821.53   |
|         |                         | OFFICE SUPPLIES PD           | 157.99   |
|         |                         | SUPPLIES LIB                 | 284.37   |
|         |                         | OFFICE SUPPLIES / POSTAGE PL | 442.35   |
|         |                         | OFFICE SUPPLIES SWR          | 347.56   |
|         |                         | OFFICE SUPPLIES SAN          | 252.78   |
|         |                         | WARRANT TOTAL                | 3,159.71 |
| 57343   | TRUE VALUE              | REPAIR & MAINTENANCE CS      | 11.20    |
|         |                         | OFFICE/OPERATING SUPPLIES PD | 3.00     |
|         |                         | OPERATING SUPPLIES FD        | 11.19    |
|         |                         | OPERATING SUPPLIES FD        | 10.35    |
|         |                         | OPERATING SUPPLIES FD        | 10.35    |
|         |                         | OPERATING SUPPLIES FD        | 53.95    |
|         |                         | OPERATING SUPPLIES FD        | .15      |
|         |                         | SMALL TOOLS & MINOR EQUIP FD | 13.81    |
|         |                         | SMALL TOOLS & MINOR EQUIP FD | 14.89    |
|         |                         | OP. SUPPLIES - GOLF PL       | 270.08   |
|         |                         | OPERATING SUPPLIES SWR       | 9.72     |
|         |                         | OPERATING SUPPLIES SWR       | 27.14    |
|         |                         | OPERATING SUPPLIES SWR       | 13.49    |
|         |                         | OPERATING SUPPLIES SWR       | 25.91    |
|         |                         | OPERATING SUPPLIES SWR       | 6.47     |
|         |                         | OPERATING SUPPLIES SWR       | 30.23    |
|         |                         | WARRANT TOTAL                | 511.93   |
| 57344   | TRUE VALUE              | VOIDED WARRANT               | .00      |
|         |                         | WARRANT TOTAL                | .00      |
| 57345   | UNITED GENERAL HOSPITAL | PRISONERS PD                 | 86.00    |
|         |                         | WARRANT TOTAL                | 86.00    |
| 57346   | UNITED LABORATORIES     | OPERATING SUPPLIES PL        | 224.01   |
|         |                         | OPERATING SUPPLIES PL        | 675.25   |
|         |                         | WARRANT TOTAL                | 899.26   |
| 57347   | USA BLUE BOOK           | MAINTENANCE OF LINES SWR     | 53.53    |
|         |                         | OPERATING SUPPLIES SWR       | 364.38   |
|         |                         | WARRANT TOTAL                | 417.91   |
| 57348   | VALLEY AUTO SUPPLY      | REPAIRS/MAINT-EQUIP FD       | 6.44     |
|         |                         | REPAIRS/MAINT-EQUIP FD       | 1.83     |
|         |                         | WARRANT TOTAL                | 8.27     |
| 57349   | VERIZON WIRELESS        | TELEPHONE - CAMPGROUND PL    | 40.04    |
|         |                         | WARRANT TOTAL                | 40.04    |
| 57350   | VERIZON NORTHWEST       | TELEPHONE JUD                | 62.08    |

| WARRANT | VENDOR NAME                | DESCRIPTION                 | AMOUNT     |
|---------|----------------------------|-----------------------------|------------|
|         |                            | TELEPHONE FIN               | 59.17      |
|         |                            | TELEPHONE LIB               | 148.66     |
|         |                            | TELEPHONE PL                | 326.63     |
|         |                            | TELEPHONE SWR               | 474.88     |
|         |                            | TELEPHONE SWR               | 79.10      |
|         |                            | TELEPHONE SAN               | 191.22     |
|         |                            | WARRANT TOTAL               | 1,341.74   |
| 57351   | VISTEN, LESLIE             | RETIRED MEDICAL PD          | 128.00     |
|         |                            | WARRANT TOTAL               | 128.00     |
| 57352   | WA ST DEPT OF PROF LICEN   | INTERGOV SVC-GUN PERMITS PD | 54.00      |
|         |                            | INTERGOV SVC-GUN PERMITS PD | 93.00      |
|         |                            | WARRANT TOTAL               | 147.00     |
| 57353   | WA STATE DEPT OF REVENUE   | RENTS, LEASES, CONCESSIONS  | 212.00     |
|         |                            | WARRANT TOTAL               | 212.00     |
| 57354   | WA ST OFF OF TREASURER     | STATE REMITTANCES-COURT     | 6,167.83   |
|         |                            | WARRANT TOTAL               | 6,167.83   |
| 57355   | WHATCOM CO. FIRE DIST. #13 | REPAIRS/MAINT-EQUIP FD      | 1,379.64   |
|         |                            | REPAIRS/MAINT-EQUIP FD      | 2,722.62   |
|         |                            | WARRANT TOTAL               | 4,102.26   |
| 57356   | WOOD'S LOGGING SUPPLY INC  | REPAIRS/MAINT-EQUIP FD      | 322.53     |
|         |                            | OPERATING SUPPLIES SWR      | 19.61      |
|         |                            | WARRANT TOTAL               | 342.14     |
| 57357   | WOOD, DOUG                 | UNIFORMS/ACCESSORIES PD     | 100.33     |
|         |                            | WARRANT TOTAL               | 100.33     |
| 57358   | W.S. DARLEY & CO.          | REPAIRS/MAINT-EQUIP FD      | 45.75      |
|         |                            | WARRANT TOTAL               | 45.75      |
|         |                            | RUN TOTAL                   | 129,828.02 |

| FUND  | TITLE                          | AMOUNT     |
|-------|--------------------------------|------------|
| 001   | CURRENT EXPENSE FUND           | 56,551.85  |
| 105   | LIBRARY FUND                   | 3,409.20   |
| 107   | CUM RESERVE FOR CITY PARK FUND | 10,919.78  |
| 108   | STADIUM FUND                   | 40.35      |
| 110   | PUBLIC LANDS 110               | 11,608.40  |
| 302   | RES FOR CURR EXP CAP OUT FUND  | 205.58     |
| 401   | SEWER FUND                     | 19,884.03  |
| 412   | SOLID WASTE FUND               | 1,078.83   |
| 621   | SUSPENSE FUND                  | 26,130.00  |
| TOTAL |                                | 129,828.02 |

| DEPARTMENT                          | AMOUNT        |
|-------------------------------------|---------------|
| 001 000 000                         | 6,379.83      |
| 001 000 011                         | 3,896.17      |
| 001 000 012                         | 622.95        |
| 001 000 014                         | 551.90        |
| 001 000 015                         | 366.47        |
| 001 000 016                         | 206.25        |
| 001 000 018                         | 3,550.74      |
| 001 000 019                         | 1,220.61      |
| 001 000 020                         | 3,132.96      |
| 001 000 021                         | 11,135.62     |
| 001 000 022                         | 23,515.00     |
| 001 000 024                         | 1,973.35      |
| FUND CURRENT EXPENSE FUND           | 56,551.85     |
| 105 000 072                         | 3,409.20      |
| FUND LIBRARY FUND                   | 3,409.20      |
| 107 000 076                         | 10,919.78     |
| FUND CUM RESERVE FOR CITY PARK FUND | 10,919.78     |
| 108 000 019                         | 40.35         |
| FUND STADIUM FUND                   | 40.35         |
| 110 000 042                         | 11,608.40     |
| FUND PUBLIC LANDS                   | 110 11,608.40 |
| 302 000 000                         | 205.58        |
| FUND RES FOR CURR EXP CAP OUT FUND  | 205.58        |
| 401 000 035                         | 19,884.03     |
| FUND SEWER FUND                     | 19,884.03     |
| 412 000 037                         | 1,078.83      |
| FUND SOLID WASTE FUND               | 1,078.83      |
| 621 000 000                         | 26,130.00     |
| FUND SUSPENSE FUND                  | 26,130.00     |
| TOTAL                               | 129,828.02    |

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 10 2006

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

April 17, 2006

Dear Mayor and City Council:

The Soroptimist Club of Sedro-Woolley would like to request the use and waiver of fees for the small shelter at Riverfront Park for our meetings. These meetings would be held on the 4<sup>th</sup> Tuesday of each month through September.

These dates would be:

April 25<sup>th</sup>, 2006

May 23<sup>rd</sup>, 2006

June 27<sup>th</sup>, 2006

July 25<sup>th</sup>, 2006

August 22<sup>nd</sup>, 2006

September 26<sup>th</sup>, 2006

Thank you in advance for your consideration on this issue and what this club means to the community.

Sincerely,



Dawna Bennett, President  
Soroptimist International, Sedro-Woolley



Skagit County's Historic Film, Education & Performing Arts Center

Post Office Box 2312 712 So. First Street  
Mount Vernon Washington 98273  
Business Office 360-419-7129 Facsimile 360-336-2408  
www.lincolnthatre.org

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 10 2006

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

April 18, 2006

Patsy K. Nelson  
Clerk-Treasurer  
720 Murdock Street  
Sedro-Woolley, WA 98284

Dear Ms. Nelson,

As Program Director of the Lincoln Theatre and committee member of the Tar Heel Roots Project I would like to request to use the gazebo and surrounding area for the Tar Heel Roots Heritage Festival on July 15, 2006 from approximately noon to 5 PM. As you know Skagit County especially Eastern Skagit County is the home of a significant number of migrants from Western North Carolina and this the opportunity to acknowledge the contributions to our community.

Our plans for that day are to have a display of North Carolinian crafts such as quilting, canning, and folk crafts. There will be demonstrations of cooking such as cornbread, Tar Heel beans and other culinary dishes from North Carolina. We will present a photo collage of family pictures and other memorabilia. The festival will be free to the public.

If you have any questions or need additional information do not hesitate to call me. I can be reached at (360) 419-7129 ext 100 Monday through Friday between 9 AM and 5 PM. I look forward to hearing from you.

Sincerely,

  
Vicky Young  
Program Director



# Sedro-Woolley School District No. 101

Cascade Middle School  
201 North Township, Sedro-Woolley, WA 98284 - 1296  
(360) 855-3520 FAX (360) 855-3521

*Small sheets*  
CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 10 2006

7:00 PM. COUNCIL CHAMBERS  
AGENDA NO. \_\_\_\_\_

April 19, 2006

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

Dear Mayor Dillon & SW City Council members:

Cascade Middle School's seventh grade is requesting the use of Riverfront Park on June 2, 2006. We would like to walk our seventh graders there at approximately 11:00 a.m. and return by the 2:18 bus run, weather permitting. We would be carrying sack lunches and would make sure the park is left in good order.

Sincerely,  
Deborah VanderYacht  
7<sup>th</sup> grade  
Cascade Middle School  
Ext. 3004



# Skagit-Island-San Juan UNIT 21

WASHINGTON STATE  
SCHOOL RETIREES' ASSOCIATION



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CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 10 2006

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

April 20, 2006  
Skagit/Island/San Juan School Retirees  
1407 State Highway 9,  
Sedro-Woolley, WA 98284

Mayor Sharon Dillon,  
City Council Members,

We are an organization of school retirees, not only teachers but also superintendents, custodians, secretaries, bus drivers, principals and teacher assistants. Each Fall we use the Riverfront Park for an informal gathering, salmon barbecue and greeting our local legislators and new candidates.

The purpose of this letter is to request a waiver of the park use fee. We are a non-profit organization. Our main sources of income are dues and donations. We use this to provide grants to school employees for educational purposes and scholarships to Skagit Valley College graduates who want to continue their education to become teachers. If you grant us a fee waiver we will be able to provide more grants.

Thank you.  
Barbara Landrock and Harriet Smith

*Barbara Landrock*  
*Harriet Smith*

Co-chairs, Unit #21 Washington State School Retirees Association



*A community college serving Skagit, Island and San Juan counties.*

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 10 2006

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

May 1, 2006

Dear Members of the Sedro-Woolley City Council;

My name is Maryann Atkins, I am the Center Manager for the Head Start in Burlington.

I have reserved the pavilion at Riverside Park on June 2<sup>nd</sup> from 11:00 to 2:30.  
We will be celebrating our end of the year with children and families.

Because we are a non-profit agency working in collaboration with the Burlington-Edison School District, I am writing to you now with the request that the \$100.00 fee for the use of the park be waived.

This would be greatly appreciated!  
I can be reached at [m.atkins@skagit.edu](mailto:m.atkins@skagit.edu) or by telephone at 755-1379.

On behalf of the children and families enrolled in Head Start, I thank you for your consideration in this matter.

Maryann Atkins  
Center Manager  
Burlington-Edison Child Development Center



CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 10 2006

May 1, 2006

To: Mayor Dillon and City Council

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

From: 2006 Loggerodeo Committee

Subject: Waiver of Fees for the Sedro-Woolley Community Center on July 4<sup>th</sup>  
Request for reservation of Heritage Park Gazebo for Loggerodeo  
Fantastic Shows Carnival 2006 Schedule  
Request for street closures for Loggerodeo  
Hal Ketchum Free Concert

Dear Mayor and City Council,

The 2006 Loggerodeo Committee respectfully requests that the City of Sedro-Woolley waive the fees to rent the Sedro-Woolley Community Center for our annual Nile Shiner's luncheon hosted by local community members. This luncheon will be on Tuesday, July 4<sup>th</sup> and Bill Stendal will be in charge of this event.

We also would like to officially request to use the gazebo space at Hammer Heritage Park this year for the Grand Parade. The announcer stand has been changed to this location this year and we as the committee all agreed this would be a wonderful place to have the announcer located. This year's announcer will be Mike Yeoman of KAPS/KBRC radio station in Mount Vernon.

This 2006 Loggerodeo season the Fantastic Shows Carnival again will be with us. They should be pulling into town around Tuesday June 20<sup>th</sup> and setting up at the Metcalf Fields and pulling out right after Tuesday July 4<sup>th</sup>. Opening night for the carnival will be Friday June 23<sup>rd</sup> with **FAMILY NIGHT** occurring on **Friday June 30<sup>th</sup>**. We have notified Debbie and Jim Allen with the Sedro-Woolley Baseball Association on the carnival's 2006 schedule.

#### STREET CLOSURES:

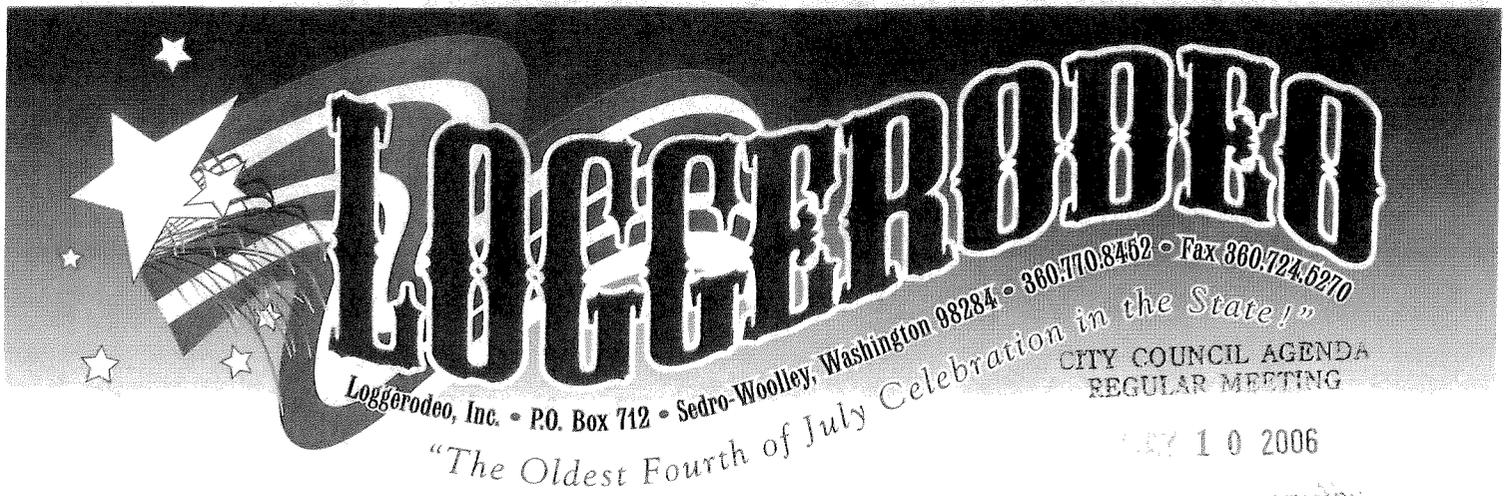
#### JUNE 30<sup>TH</sup> - 2:30PM TO 5:00PM

This year, Loggerodeo is requesting that **Eastern Street** from Ferry to Metcalf (behind the bowling alley) be closed off on **June 30<sup>th</sup> from 2:30pm to 5:00pm**, so we can set up Free pony rides and train rides for the kids. We **will not** be asking to close off downtown Sedro-Woolley this year **except for the Grand Parade and Foot Race**.

#### JULY 4<sup>TH</sup> - 9AM- END OF PARADE

**Same as previous years.** North on 3<sup>rd</sup> Street to State Street then left on State Street then right on Metcalf Street to Ferry Street, right on Ferry Street to Township Street.

This year the 2006 Loggerodeo Committee has added a Free concert featuring Country Singer Hal Ketchum along with our local singing talent Rochelle MacArthur on Saturday July 1<sup>st</sup> out at the Sedro-Woolley Rodeo Grounds. This event is



CITY COUNCIL AGENDA  
REGULAR MEETING

JULY 10 2006

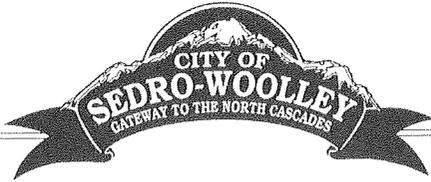
7:00 P.M. COUNCIL CHAMBER  
AGENDA NO. \_\_\_\_\_

a working cooperation between Loggerodeo and the Sedro-Woolley Riding Club and we are proud to be able to offer such an event to citizens of Skagit County and beyond. We still will be having a dance and barb-b-que, but this year ,it will be out at the Sedro-Woolley Rodeo Grounds on Polte Rd.

Other new events this year will be a beard growing contest, a contest for residents living on Ferry Street to participate in "Loggerodeo's Most Patriotic" house decorating contest, Karaoke contests for adults and kids, Senior's Day (Music and Singing), Rock-Wall climbing, mechanical bull riding and lots more.

Thank you in advance for all your cooperation in making the Loggerodeo season a great family event for all to enjoy.

If you have any questions, please contact Jo Ann Lazon at City Hall. 855-0771 (Building/Planning & Engineering Dept) or e-mail: [jlazon@ci.sedro-woolley.wa.us](mailto:jlazon@ci.sedro-woolley.wa.us).



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**To:** Sedro-Woolley City Council  
**From:** Mayor Sharon D. Dillon  
**Date:** May 3, 2006  
**Re:** Skagit River Impact Partnership

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CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 10 2006

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 30

Issue: Should the Sedro-Woolley City Council sign the amended Inter-Local Agreement among the Skagit River Impact Partnership?

Background: The Partnership has funds available through grants. To be able to receive and spend from these monies; we needed to add language to the inter-local. As before, Sedro-Woolley does have a seat on both the Steering and Executive Committee. This is just housekeeping.

Recommendation: Motion to enter into the amended Inter-Local Agreement among Skagit River Impact Partnership Members.

**AMENDED  
INTER-LOCAL AGREEMENT - APRIL 2006  
AMONG  
SKAGIT RIVER IMPACT PARTNERSHIP**

**FOR THE STUDY, PLANNING, PERMITTING, FUNDING AND  
IMPLEMENTATION OF FLOOD DAMAGE REDUCTION MEASURES  
ALONG THE SKAGIT RIVER**

WHEREAS, the Skagit River Impact Partnership was formed in August 2005 and the partners listed below are all signatories to the Inter-Local Agreement; and,

WHEREAS, the SRIP Steering Committee on April 6, 2006, voted unanimously to amend said Agreement for the purpose of enabling the Partnership to receive and expend funds for flood control projects and enter into contracts for professional services;

WHEREAS, flooding of the Skagit River continues to cause millions of dollars of damage to the land and critical infrastructure of Communities along the Skagit River (Cities, Dike Districts, Drainage Districts and unincorporated County); and,

WHEREAS, this Interlocal Agreement is entered into by the following public agencies collectively referred to as the "Skagit River Impact Partnership", "Parties" or "Partnership": Skagit County, City of Burlington, City of Mount Vernon, City of Sedro-Woolley, City of Anacortes, Town of LaConner, Skagit County Dike District No. 1, Skagit County Dike District No. 3, Skagit County Dike, Drainage and Irrigation Improvement District No. 12, Skagit County Dike District No. 17, Skagit County Drainage & Irrigation District No. 17, Skagit County Consolidated Dike District No. 22, and private citizen Larry Kunzler.

WHEREAS, the Partnership recognizes that human life, transportation infrastructure, natural resources, commercial industries, and private property are at risk with each flood season; and,

WHEREAS, the Partnership is interested in finding cost effective, long term and environmentally responsible methods to reduce the risk from flood damage; and,

WHEREAS, the US Army Corps of Engineers has estimated that a 100-yr flood could cause more than \$1 billion in damages, with an expected annual damages of \$75.6 million; and,

WHEREAS, the Partnership agrees to work together to become engaged, and well informed in order to diligently address and implement measures to systematically reduce the risks from flooding until all affected communities are safe; and,

WHEREAS, the Partnership desires to have a method to coordinate responses to emerging flood project related issues that may adversely affect members individually and/or collectively; and,

WHEREAS, it is the intent of the Partnership that it shall not impede or infringe upon the operations, statutory duties, and rights of the respective public entities such as the Dike Districts, Drainage Districts, Cities, and County; and,

WHEREAS, because extensive benefits from implementing flood reduction measures also accrue to Federal and State interests, the Partnership recognizes the importance of working together to coordinate and fund the development and implementation of the measures to reduce flood hazards; and,

WHEREAS, the intent of this Agreement to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities;

NOW THEREFORE, the Partnership hereby enters into this Inter-Local Agreement (“ILA”) pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington and consistent with the Act’s declaration of purpose in RCW 39.34.010, and collectively agree to the terms and conditions described herein.

## **1.0 PURPOSE**

The purpose of this Agreement is to provide a process to ensure:

- 1.1 That information obtained from earlier investigations, studies and reports will have long-term value to the Partnership and allow its individual members to incorporate this information into their respective planning processes.
- 1.2 That the Partnership is based on mutual interests to systematically over time eliminate as many threats from flood damage as possible which will achieve long-term economic prosperity for the region.
- 1.3 That appropriate local, state, federal and private entities are well-informed of the coordinated interests and actions of the Partnership.
- 1.4 That local, state and federal agencies review and issue permits for flood risk reduction projects in a timely and responsible fashion.

## **2.0 GOALS**

The Partnership shall work together throughout the term of this Agreement to achieve the following specific goals:

- 2.1 To participate with state and federal agencies to ensure that the information collected can be used as a work product and planning tool for the Partnership and the State of Washington.
- 2.2 To obtain and share with members of the Partnership and the public technical information concerning the causes of and remedies for flood damage.
- 2.3 To develop an analysis of alternative methods for eliminating, reducing and/or managing flood damages.
- 2.4 To identify those areas where cost effective measures to reduce flood damage are achievable.
- 2.5 To develop a strategic plan which identifies the sequence, costs and funding sources for implementing measures that do not adversely impact other members of the Partnership.
- 2.6 To inform local, state and federal funding sources of flood reduction project options, needs, and issues of the Partnership.
- 2.7 To work with the State of Washington, federal authorities including but not limited to U.S. Congress and various federal agencies, and affected local governments to develop appropriate policies and funding strategies for implementing flood damage reduction measures.
- 2.8 To coordinate adequate funding for the Partnership members to identify, study, and permit solutions to localized problems and to assist each community with the process as needed.

### **3.0 ORGANIZATION AND MEETINGS**

- 3.1 Steering Committee: The purpose of the Steering Committee is for the exchange of detailed information regarding flood reduction project technical topics, status of strategic plans, status of funding requests, and status of political support. From time-to-time the Parties may agree to support specific initiatives as necessary to advance specific goals for flood damage reduction and flood prevention. The Steering Committee shall be composed of representatives of each of the entities comprising the Partnership. Pursuant to RCW 39.34.030 (4), the Steering Committee shall serve to ultimately govern the affairs of the Partnership and shall serve as the joint board responsible for administering the cooperative undertaking. As such, public agencies party to the agreement shall be represented by the steering Committee. The Steering Committee shall have the authority to make decisions regarding the Partnership including the approval of all funding expenditures and the authority to enter into contracts. Each Partnership entity, (Dike Districts, Drainage Districts, Cities and County), shall appoint one member to the Steering Committee. The Steering Committee should meet at least quarterly or as needed.
- 3.2 Executive Committee: The purpose of the Executive Committee shall be to organize and coordinate the development and implementation of flood damage reduction measures which represents the interests of the Partnership. The

Executive Committee shall use its best efforts to implement the recommendations of the Steering Committee. The Executive Committee shall initially have seven members including a representative from each of the Cities of Mount Vernon, Burlington, and Sedro Woolley, a representative from Skagit County, and three representatives selected by Skagit County Dike District No. 1, Skagit County Dike District No. 3, Skagit County Dike, Drainage and Irrigation Improvement District No. 12, Skagit County Dike District No. 17, Skagit County Drainage & Irrigation District No. 17, and Skagit County Consolidated Dike District No. 22. The Executive Committee should meet monthly or as needed.

- 3.3 Workshops: The purpose of workshops is to provide a forum for the Partnership to receive and discuss in-depth information on flood damage reduction project issues for decision-making purposes. Workshops will be scheduled by the Executive Committee.
- 3.4 Decisions: All decisions, including approval of policies and procedures of the committees and organizations created by this Agreement, unless otherwise specified, will be made by simple majority vote of a quorum. A quorum shall consist of a minimum of three members for the Executive Committee and a simple majority for the Steering Committee. If at any time a meeting falls below a quorum, it shall be adjourned. No action may be taken in the absence of a quorum. All voting members shall act on behalf of their member agencies.

#### **4.0 ADMINISTRATOR**

For purposes of this Agreement, The City of Mount Vernon shall act as Administrator. The Administrator shall be responsible to keep all other members of the Partnership informed. The Administrator shall perform the following tasks.

- 4.1 Schedule meetings of the Steering Committee and the Executive Committee, prepare agendas, notices, and arrange for meeting locations and times.
- 4.2 Prepare and maintain proper records for the Partnership. The Administrator shall report regularly to the Parties to this Agreement and shall provide them with a full report of Partnership activities.

#### **5.0 FUNDING/FUND MANAGEMENT**

- 5.1 Funding: The activities of the Parties as described herein, and as may be further defined by the Parties hereafter to achieve the stated goals, shall be funded from the following sources:
  - Funds made available to Partnership members from the State of Washington;
  - Funds made available to Partnership members from federally allocated sources;
  - Other sources as may be identified.

Funds from members of the Partnership may be required for matching or providing a local share for other funding sources that become available, or if additional funds are required in excess of state and federal funding. In no event shall any Party be responsible for providing additional funds without that individual Party's consent and without prior written approval of the Partnership.

5.2 Fund Management:

Fund created. A separate fund shall be created within the City of Mount Vernon's Finance Department for the Partnership entitled "Operating Fund of Skagit River Impact Partnership Joint Board." Administrator of the funds shall be the City of Mount Vernon and shall comply with requirements set forth by the State Auditor.

The Partnership may use any available funds for any purpose authorized by this Agreement consistent with its goals including entering into contracts with third parties. The Executive Committee shall approve all funding expenditures.

Accounting. The City of Mount Vernon will keep an accounting of the manner of acquiring, holding and disposing of funds and any personal property used in the Partnership.

Audits and inspections. The City of Mount Vernon shall, at any time during normal business hours and as often as any member or the Washington State Auditor deems necessary, make available for examination all of the Partnership's financial records, and shall permit any member agency or the Washington State Auditor to audit, examine, and make excerpts of transcripts from such financial records.

## **6.0 WITHDRAWAL FROM AGREEMENT/NEW MEMBERS**

6.1 Any Party may withdraw from this Agreement for any reason after sending written notice of its intentions to withdraw and when a period of thirty (30) days elapsed. Said notification is to be made by registered letter to the other Parties at their normal business addresses. Withdrawal or non-execution of this Agreement by any one Party shall not affect the continued efficacy of the Agreement with regard to other Parties.

6.2 Any Public Agency wishing to join the Partnership may petition the Steering Committee who may accept additional Public Agencies as participants in this Partnership upon a simple majority vote of a quorum of the Steering Committee members attending the Steering Committee meeting. New participants will be required to sign this Agreement.

## **7.0 TERMINATION OF AGREEMENT**

This Agreement may be terminated at any time upon agreement of two-thirds of the Parties. Upon termination of this Agreement, all personal property contributed by each Party shall revert to the contributor.

## **8.0 PROPERTY**

No real property shall be acquired pursuant to this Agreement

## **9.0 INDEMNIFICATION:**

It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture is formed as a result of this Agreement. Each Party hereto agrees to be responsible and to assume liability for its own acts and omissions, and those of its elected officials, officers, agents, employees or volunteers to the fullest extent required by law and agrees to save, indemnify, defend and hold the other Party harmless from any such liability. In the case of negligence of more than one Party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each Party; and each Party shall have the right to seek contribution from the other Party in proportion to the percentage of negligence attributable to each Party.

## **10.0 DISPUTES BETWEEN THE PARTIES**

10.1 Any dispute relating to this Agreement shall be submitted for binding arbitration under the Skagit County Mandatory Arbitration Rules then in effect and judgment on any

award entered therein may be entered in any court of competent jurisdiction. The venue for any such arbitration shall be Mount Vernon, Washington. .

10.2 In the event a dispute over the terms of this Agreement necessitates the procurement of legal services, the prevailing Party shall be entitled to recover all of its expenses, including, without limitation, reasonable attorneys' fees.

#### **11.0 SCOPE OF AGREEMENT:**

Nothing contained in this agreement shall operate to impair, interfere with, or prevent the statutory rights, duties, and activities and routine operations of any Partnership member of this agreement.

#### **12.0 DURATION OF AGREEMENT**

This Agreement shall terminate on December 31, 2011, or such earlier or later date, as the Partnership shall agree.

#### **13.0 MODIFICATION**

This Agreement may be modified or amended only by written amendment signed by each of the Partnership members to this Agreement.

#### **14.0 PRIOR AGREEMENTS**

This document embodies the entire agreement between and among the Parties. There are no agreements, promises, terms, conditions or obligations other than those contained herein pertaining to this agreement.

#### **15.0 COUNTERPARTS**

This Agreement may be executed in counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

#### **16.0 MISCELLANEOUS**

16.1 All of the covenants, conditions, and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

16.2 This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Skagit County, Washington.

16.3 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

- 16.4 Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the Parties is contracting in its capacity as a municipal corporation of the State of Washington
- 16.5 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time Parties to the Agreement shall have the right to terminate the Agreement.
- 16.6 This Agreement constitutes the entire agreement between the Parties. There are no terms, obligations, covenants, or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by all Parties.
- 16.7 Copies of this Agreement shall be filed with the Skagit County Auditor's Office and with the respective City Clerks of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by each Partnership member on the date set forth on each signature page.

**INTERLOCAL AGREEMENT FOR THE SKAGIT RIVER IMPACT PARTNERSHIP**

Dated \_\_\_\_\_, 2006.

**APPROVED:**

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

\_\_\_\_\_  
Don Munks, Chairman

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

\_\_\_\_\_  
Ted W. Anderson, Commissioner

Approved as to Content:

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

Approved as to Indemnification:

\_\_\_\_\_  
Risk Manager

Approved:

\_\_\_\_\_  
Budget and Finance Administrator

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

**INTERLOCAL AGREEMENT FOR THE SKAGIT RIVER IMPACT PARTNERSHIP**

Dated \_\_\_\_\_, 2006.

**APPROVED**

**CITY OF BURLINGTON**

\_\_\_\_\_  
Roger "Gus" Tjeerdsma, Mayor

Approved as to Form:

Attest:

\_\_\_\_\_  
Scott G. Thomas, City Attorney

\_\_\_\_\_  
Richard A. Patrick, Finance Director

**INTERLOCAL AGREEMENT FOR THE SKAGIT RIVER IMPACT PARTNERSHIP**

Dated: \_\_\_\_\_, 2006

**APPROVED:**

**CITY OF MOUNT VERNON**

\_\_\_\_\_  
Bud Norris, Mayor

Approved as to Form:

Attest:

\_\_\_\_\_  
Kevin Rogerson, City Attorney

\_\_\_\_\_  
Alicia Huschka, Finance Director

**INTERLOCAL AGREEMENT FOR THE SKAGIT RIVER IMPACT PARTNERSHIP**

Dated: \_\_\_\_\_, 2006

**APPROVED:**

SKAGIT COUNTY  
DIKE DISTRICT No. 1

\_\_\_\_\_  
Don Moe, Commissioner

Approved as to Form:

\_\_\_\_\_  
John R. Shultz, Attorney

**INTERLOCAL AGREEMENT FOR THE SKAGIT RIVER IMPACT PARTNERSHIP**

Dated: \_\_\_\_\_, 2006

**APPROVED:**

SKAGIT COUNTY  
DIKE DISTRICT No. 3

\_\_\_\_\_  
Judith Olson, Secretary

Approved as to Form:

\_\_\_\_\_  
Gary T. Jones, Attorney

**INTERLOCAL AGREEMENT FOR THE SKAGIT RIVER IMPACT PARTNERSHIP**

Dated: \_\_\_\_\_, 2006

**APPROVED:**

SKAGIT COUNTY  
DIKE, DRAINAGE AND IRRIGATION  
IMPROVEMENT DISTRICT No. 12

\_\_\_\_\_  
Charles H. Bennett

Approved as to Form:

\_\_\_\_\_  
John R. Shultz, Attorney

**INTERLOCAL AGREEMENT FOR THE SKAGIT RIVER IMPACT PARTNERSHIP**

Dated: \_\_\_\_\_, 2006

**APPROVED:**

SKAGIT COUNTY  
DIKE DISTRICT No. 17

\_\_\_\_\_  
Daryl Hamburg

Approved as to Form:

\_\_\_\_\_  
Warren M. Gilbert, Attorney

**INTERLOCAL AGREEMENT FOR THE SKAGIT RIVER IMPACT PARTNERSHIP**

Dated: \_\_\_\_\_, 2006

**APPROVED:**

SKAGIT COUNTY  
DRAINAGE & IRRIGATION DISTRICT No. 17

\_\_\_\_\_  
Herb Waltner, Chairman

Approved as to Form:

\_\_\_\_\_  
Gary T. Jones, Attorney

**INTERLOCAL AGREEMENT FOR THE SKAGIT RIVER IMPACT PARTNERSHIP**

Dated: \_\_\_\_\_, 2006

**APPROVED:**

SKAGIT COUNTY CONSOLIDATED  
DIKE DISTRICT No. 22

\_\_\_\_\_  
Curtis Wylie, Chairman

Approved as to Form:

\_\_\_\_\_  
Gary T. Jones, Attorney

**INTERLOCAL AGREEMENT FOR THE SKAGIT RIVER IMPACT PARTNERSHIP**

Dated: \_\_\_\_\_, 2006

**APPROVED:**  
**CITY OF ANACORTES**

\_\_\_\_\_  
Dean Maxwell, Mayor

Approved as to Form:

Attest:

\_\_\_\_\_  
Ian Munce, City Attorney

\_\_\_\_\_  
Wanda Johnson, Finance Director

**INTERLOCAL AGREEMENT FOR THE SKAGIT RIVER IMPACT PARTNERSHIP**

Dated: \_\_\_\_\_, 2006

**APPROVED:  
TOWN OF LACONNER**

\_\_\_\_\_  
Wayne Everton, Mayor

Approved as to Form:

Attest:

\_\_\_\_\_  
Bradford Furlong, Town Attorney

\_\_\_\_\_  
Debby Malarchick, Town Clerk

**INTERLOCAL AGREEMENT FOR THE SKAGIT RIVER IMPACT PARTNERSHIP**

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

**APPROVED:**

**CITY OF SEDRO-WOOLLEY**

\_\_\_\_\_  
Sharon Dillon, Mayor

Approved as to Form:

Attest:

\_\_\_\_\_  
Patrick Hayden, City Attorney

\_\_\_\_\_  
Patsy Nelson, Clerk Treasurer

**INTERLOCAL AGREEMENT FOR THE SKAGIT RIVER IMPACT PARTNERSHIP**

Dated: \_\_\_\_\_, 2006

**APPROVED:**

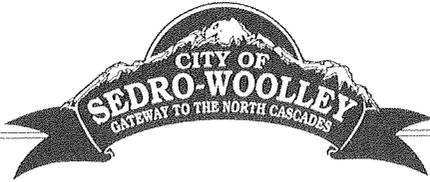
\_\_\_\_\_  
Larry Kunzler, Private Skagit County Citizen

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 10 2006

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 32

CITY OF SEDRO-WOOLLEY



Public Works and Engineering Department  
Sedro-Woolley Municipal Building  
720 Murdock Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-0733

DATE: May 10, 2006

TO: Mayor Sharon Dillon and City Council

FROM: STAFF 

**SUBJECT: Contract with Reichhardt & Ebe for Professional Services**

**Issue:**

Should the City Council authorize the Mayor to sign the contract with Reichhardt & Ebe in the total amount not to exceed \$195,000 for professional services relating to the 2006 Sterling Street Sewer Improvement project, which is part of the Critical Interceptor (moratorium) project?

**Background:**

Attached is a contract for services with Reichhardt & Ebe for project management, inspection, training, surveying, and materials testing for the 2006 Sterling and Township Sewer Improvements. The total for this contract is less than 7% of the \$2.9 Million engineer's estimate for the construction cost of the project.

This contract covers work for management of projects 13 and 14 in the Sewer Comprehensive Plan. The work area is Sterling Street between 3<sup>rd</sup> and Township, and Township Street between Sterling and Polte.

Work will consist of project management, materials testing, inspection, surveying as-builts, and possibly some training of new personnel.

The bid award for this project is a separate Council Agenda Item.

**Recommended Action:**

Motion authorizing the Mayor to sign a contract with Reichhardt & Ebe for professional services related to the Sterling and Township Sewer Improvements in the amount of \$195,000.

**PROFESSIONAL SERVICES AGREEMENT No. 06 - \_\_\_\_\_.**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this 10th day of May, 2006, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and Reichhardt & Ebe Engineering whose address is 423 Front Street, Suite 201, Lynden, WA 98264, hereinafter referred to as the "Contractor".

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

**1. Scope of Services.**

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as Project Managers / Inspectors / Trainers / Materials Testers / Surveyors for Sterling Street and Township Street Sewer Improvements (part of Critical Interceptor Sewer Replacement) that are requested by the City of Sedro-Woolley ~~from time to time~~. These services shall include

[ x ] see Exhibit A, "Scope of Work".

**2. Relationship of Parties.**

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City's office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

**3. Time of Performance.**

The service of the Contractor is to commence  
 on or before \_\_\_\_\_  
 as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.  
 completed not later than \_\_\_\_\_  
 pursuant to the schedule set forth on Attachment B, Schedule of Work.

**4. Delays and Extensions of Time.**

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

**5. Compensation and Schedule of Payments.**

City shall pay the Contractor  
 \$ \_\_\_\_\_ per \_\_\_\_\_, plus an additional sum for costs as normally billed by professionals in the business, including mylars, extra-ordinary postage, copying and transportation, together with applicable sales tax, if any.

pursuant to the schedule set forth on Exhibit B, Schedules A and B.

\$ 195,000 is the maximum amount to be paid under this Agreement, and it shall not be exceeded without City's prior written agreement in the form of a negotiated and executed supplemental agreement.

The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

**6. Ownership of Records and Documents.**

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

**7. Termination.**

The term of this agreement shall be from the date signed through the date indicated in (3) above or December 31, 2007, whichever is later.

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

- a) Material violation of this agreement.
- b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrue prior to the date of termination, or which, by their nature, are intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

**8. Evaluation and Compliance with the Law.**

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

**9. City Business and Occupation License.**

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

**10. Liability and Hold Harmless.**

Each party shall indemnify, save, and hold harmless the other party of any claim, damages, losses, liability or expense cause by or resulting from their negligence related to the performance of this contract.

The Contractor shall provide proof to the City that it is insured under a professional liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under a general liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

For purposes of this agreement the Contractor waives immunity under RCW Title 51, the State Industrial Insurance Act for any claim brought by the City.

**11. Employment Security.** The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

**12. Amendments.**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

**13. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

**14. Ratification.**

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

**15. Assignability.** This agreement is not assignable by either party, without written consent of the other party.

**16. Notices.** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

**17. Choice of Law/Venue.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

**18. Non-exclusive Agreement.** This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

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

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

CONTRACTOR:

\_\_\_\_\_

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

## EXHIBIT A

### SCOPE OF WORK REICHHARDT & EBE

#### CONSTRUCTION SERVICES FOR THE STERLING STREET AND TOWNSHIP SANITARY SEWER IMPROVEMENT PROJECT

During the term of this Agreement, the engineering consultant (CONSULTANT) shall perform professional services for the City of Sedro-Woolley Public Works (CITY), including construction management in connection with the:

#### **Sterling Street and Township Sanitary Sewer Improvement Project**

This document shall be used to plan, conduct and complete the work on the PROJECT.

#### **I. BACKGROUND**

The Sterling Street and Township Sewer Improvement Project will upsize the existing 14 and 18-inch gravity sewer to 30 and 36-inch PVC gravity sewer. The project generally lies on Sterling Street from 3rd Street to Township Street and on Township Street from Sterling Street to Polte Street. Work also includes clearing and grubbing, grading, installing 6-inch HDPE re-use water line, placing gravel base, crushed surfacing top course, crushed surfacing base course, hot mix asphalt paving, and other work.

#### **II. PROJECT DESCRIPTION**

The work to be performed by the CONSULTANT consists of providing construction administration for the Sterling Street Sanitary Sewer Improvements Project. The work to be performed by the Consultant consists of submittal review, on-site observation, construction staking, materials testing, pay estimates preparation, cost tracking, schedule tracking, and the representation necessary to administer and manage the construction contract for the PROJECT to ensure that the work is constructed in accordance with the contract plans and specifications. Construction documentation will be prepared in accordance with the Washington Department of Transportation Local Agency Guidelines (LAG) Manual.

#### **TASK 1 – ASSISTANCE DURING PRE-BID & BID PERIODS**

##### ***Assumptions:***

*The CONSULTANT will prepare for and attend the pre-bid meeting.*

## 1. **SPECIFIC ACTIVITIES**

- ◆ The CONSULTANT shall be 'on-call' until the contract has been awarded to the successful bidder. The types of assistance that the CONSULTANT shall provide to the CITY during the pre-bid and bid periods of the PROJECT may include:
  - a) Responding to engineering questions from Contractors.
  - b) Interpretation and clarification of the bid documents.
  - c) Prepare documents for and conduct pre-bid meeting
  - d) Preparing contract addendums.
  - e) Evaluating the bids.
  - f) Providing a recommendation on award of the contract.

## 2. **PRODUCT**

- ◆ Addendums
- ◆ Certified Bid Tabulation
- ◆ Recommendation to Award

## **TASK 2 – PROJECT MANAGEMENT/ADMINISTRATION**

### 1. **SPECIFIC ACTIVITIES**

- ◆ Develop PROJECT documentation system and tracking systems for submittals, RFI's, change orders, correspondence and PROJECT contacts.
- ◆ Participate in coordination meetings with the Contractor, the CITY, and consultants. Meetings will be scheduled in advance and shall occur on an as needed basis.
- ◆ Coordinate and track Contractor transmittal of submittals and Requests for Information and report status at coordination meetings. Additional written comments to Contractor submittals and RFI's may be necessary to state the appropriate course of action to be taken.
- ◆ Review monthly progress payments submitted by Contractor and transmit to the CITY for payment.
- ◆ Prepare and maintain supporting documentation for the invoices.
- ◆ Coordination of CONSULTANT PROJECT staff and subconsultant efforts.
- ◆ Preparation of subconsultant contracts and amendments.
- ◆ Documentation of expenditures on each Task, showing the hours worked by PROJECT personnel and other direct expenses related to the Tasks.

PROJECT Management/Progress Meetings -This Task will include meetings or conference calls between the CITY and the CONSULTANT to discuss PROJECT management issues, including satisfaction of the CITY, budget, schedule, project direction, coordination, and changes. The Task will also include meetings at CONSULTANT'S office with key members of the CONSULTANT PROJECT team to discuss current activities, track progress, identify issues and decisions required to maintain progress, coordinate the work, and obtain information from team members.

### 2. **PRODUCTS**

- ◆ PROJECT documentation system and database.
- ◆ Meeting agenda and minutes of preconstruction and coordination meetings.

- ◆ Database reports of outstanding submittals, RFI's, and change orders for distribution at PROJECT meetings for discussion.

### **TASK 3 – CONSTRUCTION MANAGEMENT/INSPECTION**

#### **1. SPECIFIC ACTIVITIES**

- ◆ Act as daily point of contact with the Contractor and monitor progress and quality of work on a daily basis.
- ◆ Assemble all documentation required to issue changes to the contract. Prepare cost estimates, justification for change, prepare letters to Contractor issuing proposed change orders and requesting cost proposals, lead change order negotiations with the Contractor, prepare negotiation notes, prepare NTP letters and letters confirming negotiated prices. Prepare amendment to Contractor's contract for transmittal to the CITY.
- ◆ Prepare progress estimates for payment to Contractor
- ◆ Review specifications and drawing requirements. Maintain an up-to-date PROJECT manual.
- ◆ Prepare and respond to all PROJECT correspondence with the Contractor and City.
- ◆ Resolve day-to-day PROJECT issues, as well as design and contract issues with the engineer, Contractor and CITY.
- ◆ Assist in Claim Evaluation
- ◆ Maintain updated record drawings.
- ◆ Monitor PROJECT costs (actual versus budget)
- ◆ Review Contractor's baseline schedules. Maintain schedule updates and review and monitor Contractor's CPM schedule. Provide and maintain as-built schedules and record calendar days during contract work.
- ◆ Insure that environmental, property owner, and Agency commitments are addressed
- ◆ Document compliance for all Agency contract requirements
- ◆ Coordination and communication with Agency
- ◆ Preparation of Record Drawings

#### **2. PRODUCTS**

- ◆ Written documentation pertaining to PROJECT issues
- ◆ Schedule updates
- ◆ As-built schedules maintained at PROJECT office

### **TASK 4 – CONSTRUCTION SURVEYING**

#### **1. SPECIFIC ACTIVITIES**

- ◆ Manage the performance of construction surveyor. Surveying will be performed by a licensed land surveyor. Construction surveying provided as part of the construction management contract shall include but is not limited to:

- a) Centerline staking
- b) Offset stakes, grade hubs and cut sheets for sanitary sewer mains and structures
- c) As-built survey

**2. PRODUCTS**

- ◆ Cut sheets
- ◆ As-built point data

**TASK 5 – TESTING SERVICES**

**1. SPECIFIC ACTIVITIES**

- ◆ Manage the performance of quality control testing. Testing will be performed on an as-needed basis by an accredited testing laboratory. Quality control testing services provided as part of the construction management contract shall include but is not limited to:
  - d) Soil materials testing
  - e) Proctor analysis and in-place density testing for backfill operations.
  - f) Hot mix asphalt testing
  - g) Concrete compression tests (supplemental testing not specified in construction contract to be provided by Contractor).

**2. PRODUCTS**

- ◆ Written test results for all tests conducted.

**TASK 5 – INSPECTION SERVICES**

**1. SPECIFIC ACTIVITIES**

- ◆ Inspect work methods and products; verify compliance with PROJECT contract plans and specifications.
- ◆ Inspect materials; verify compliance with PROJECT contract plans and specifications.
- ◆ Inspect equipment; verify compliance with approved submittals and PROJECT contract plans and specifications.
- ◆ Monitor schedule process.
- ◆ Coordination of work with adjacent property owners.
- ◆ Coordination with utility companies.
- ◆ Point of contact for quality control testing services.
- ◆ Review required wage rates and conduct employee wage interviews.
- ◆ Coordinate construction survey requirements
- ◆ Prepare inspection correspondence, records and reports.
- ◆ Verify permit compliance.
- ◆ Develop punch lists.

**2. PRODUCTS**

- ◆ Daily inspection report on quality compliance.

- ◆ Quality Control test reports
- ◆ Punch lists

## **TASK 6 – PROJECT CLOSEOUT**

### **1. SPECIFIC ACTIVITIES**

- ◆ Conduct final inspection with the CITY and PROJECT Designer to establish final punch list.
- ◆ Monitor and verify completion of punch list items and issue substantial completion to Contractor.
- ◆ Verify submittal of specified warranties and coordinate warranty issues.
- ◆ Coordinate transmittal of Contractor's as-built information to the CITY.
- ◆ Prepare Certified As-Built Drawings
- ◆ Transmit recommendation of final completion letter to the CITY.

### **2. PRODUCTS**

- ◆ Issuance of Letter of Substantial Completion with final punch list.
- ◆ Issuance of one mylar set, two paper sets, and 1 disk of final As-Built drawings to the CITY along with a master drawing list.
- ◆ Issuance of Final Completion letter to the CITY.

CITY OF SEDRO-WOOLLEY  
 SCHEDULE A: STERLING STREET SANITARY SEWER IMPROVEMENTS  
 Construction Contract Administration and Inspection

Exhibit B

Date: April 13, 2006

| Item   | Description                                    | Prime Consultant |                    |                    |                   |                   | Sub Consultant     |                    |
|--|--|------------------|--------------------|--------------------|-------------------|-------------------|--------------------|--------------------|
|  |  | Principal        | Project Engineer   | Field Inspector    | Administrative    | CADD              | Geotest            | Lisser & Assoc.    |
| <b>1.0 Construction Contract Administration and Inspection</b> |  |                  |                    |                    |                   |                   | Material Testing   | Surveying          |
| 1.1  | Bidder questions                               | 0                | 2                  | 0                  | 0                 | 0                 |                    |                    |
| 1.2  | Prepare Addendums                              | 0                | 6                  | 0                  | 8                 | 8                 |                    |                    |
| 1.3  | Pre-bid Meeting                                | 0                | 2                  | 1                  | 0                 | 0                 |                    |                    |
| 1.4  | Bid opening                                    | 0                | 2                  | 0                  | 0                 | 0                 |                    |                    |
| 1.5  | Bid Tabulation                                 | 0                | 2                  | 0                  | 4                 | 0                 |                    |                    |
| 1.6  | Award and Contract                             | 1                | 3                  | 0                  | 0                 | 0                 |                    |                    |
| 1.7  | Preconstruction Meeting                        | 0                | 2                  | 2                  | 0                 | 0                 |                    |                    |
| 1.8  | Review Submittals                              | 0                | 24                 | 0                  | 4                 | 0                 |                    |                    |
| 1.9  | Weekly construction meetings                   | 0                | 26                 | 26                 | 14                | 0                 |                    |                    |
| 1.10   | Schedule staking, testing and utility co. work | 0                | 24                 | 16                 | 0                 | 0                 |                    |                    |
| 1.11   | Inspection                                     | 0                | 28                 | 540                | 0                 | 0                 |                    |                    |
| 1.12   | Special Inspection                             | 0                | 0                  | 0                  | 0                 | 0                 | \$15,000.00        |                    |
| 1.13   | Response to public concerns and complaints     | 1                | 14                 | 30                 | 0                 | 0                 |                    |                    |
| 1.14   | Preparation of Pay Estimates                   | 0                | 12                 | 10                 | 10                | 0                 |                    |                    |
| 1.15   | Construction Survey                            | 0                | 7                  | 8                  | 0                 | 10                |                    | \$16,000.00        |
| 1.16   | Project Close-out                              | 1                | 16                 | 6                  | 16                | 0                 |                    |                    |
| 1.17   | As-built Drawings                              | 0                | 6                  | 4                  | 0                 | 8                 |                    |                    |
|  | <b>SUBTOTAL</b>                                | <b>3</b>         | <b>178</b>         | <b>643</b>         | <b>56</b>         | <b>26</b>         | <b>\$15,000.00</b> | <b>\$16,000.00</b> |
|  | Billing Rates                                  | \$117.48         | \$94.79            | \$73.43            | \$44.06           | \$62.75           |                    |                    |
|  | <b>TOTAL</b>                                   | <b>\$352.44</b>  | <b>\$16,683.04</b> | <b>\$47,215.49</b> | <b>\$2,467.36</b> | <b>\$1,631.50</b> | <b>\$15,000.00</b> | <b>\$16,000.00</b> |

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$99,349.83</b> |
|--------------|--------------------|

CITY OF SEDRO-WOOLLEY  
**SCHEDULE B: TOWNSHIP SANITARY SEWER IMPROVEMENTS**  
 Construction Contract Administration and Inspection

**Exhibit B**

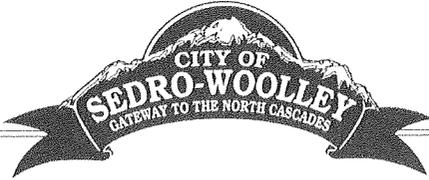
Date: April 13, 2006

| Item   | Description                                    | Prime Consultant |                    |                    |                   |                   | Sub Consultant              |                              |
|--|--|------------------|--------------------|--------------------|-------------------|-------------------|-----------------------------|------------------------------|
|  |  | Principal        | Project Engineer   | Field Inspector    | Administrative    | CADD              | Geotest<br>Material Testing | Lisser & Assoc.<br>Surveying |
| <b>1.0 Construction Contract Administration and Inspection</b> |  |                  |                    |                    |                   |                   |                             |                              |
| 1.1  | Bidder questions                               | 0                | 1                  | 0                  | 0                 | 0                 |                             |                              |
| 1.2  | Prepare Addendums                              | 0                | 2                  | 0                  | 6                 | 6                 |                             |                              |
| 1.3  | Pre-bid Meeting                                | 0                | 0                  | 1                  | 0                 | 0                 |                             |                              |
| 1.4  | Bid opening                                    | 0                | 0                  | 0                  | 0                 | 0                 |                             |                              |
| 1.5  | Bid Tabulation                                 | 0                | 0                  | 0                  | 2                 | 0                 |                             |                              |
| 1.6  | Award and Contract                             | 1                | 0                  | 0                  | 0                 | 0                 |                             |                              |
| 1.7  | Preconstruction Meeting                        | 0                | 0                  | 2                  | 0                 | 0                 |                             |                              |
| 1.8  | Review Submittals                              | 0                | 12                 | 0                  | 2                 | 0                 |                             |                              |
| 1.9  | Weekly construction meetings                   | 0                | 26                 | 26                 | 14                | 0                 |                             |                              |
| 1.10   | Schedule staking, testing and utility co. work | 0                | 24                 | 16                 | 0                 | 0                 |                             |                              |
| 1.11   | Inspection                                     | 0                | 28                 | 532                | 0                 | 0                 |                             |                              |
| 1.12   | Special Inspection                             | 0                | 0                  | 0                  | 0                 | 0                 | \$15,500.00                 |                              |
| 1.13   | Response to public concerns and complaints     | 1                | 14                 | 28                 | 0                 | 0                 |                             |                              |
| 1.14   | Preparation of Pay Estimates                   | 0                | 12                 | 10                 | 10                | 0                 |                             | \$12,300.00                  |
| 1.15   | Construction Survey                            | 0                | 7                  | 8                  | 0                 | 10                |                             |                              |
| 1.16   | Project Close-out                              | 1                | 16                 | 6                  | 16                | 0                 |                             |                              |
| 1.17   | As-built Drawings                              | 0                | 6                  | 4                  | 0                 | 8                 |                             |                              |
|  | <b>SUBTOTAL</b>                                | <b>3</b>         | <b>148</b>         | <b>633</b>         | <b>50</b>         | <b>24</b>         | <b>\$15,500.00</b>          | <b>\$12,300.00</b>           |
|  | Billing Rates                                  | \$117.48         | \$94.79            | \$73.43            | \$44.06           | \$62.75           |                             |                              |
|  | <b>TOTAL</b>                                   | <b>\$352.44</b>  | <b>\$14,028.92</b> | <b>\$48,481.19</b> | <b>\$2,203.00</b> | <b>\$1,506.00</b> | <b>\$15,500.00</b>          | <b>\$12,300.00</b>           |

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$92,371.55</b> |
|--------------|--------------------|

MAY 10 2006

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

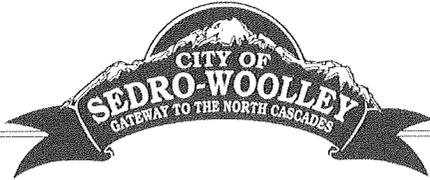


SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

# **PUBLIC HEARING(S)**

# **NEW BUSINESS**



**CITY OF SEDRO-WOOLLEY**

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

**MEMORANDUM**

TO: Mayor Dillon and City Council  
FROM: Richard J. Blair, P.E. *RJB*  
DATE: May 4, 2006  
RE: Bid Award – RAM Construction

**CITY COUNCIL AGENDA  
REGULAR MEETING**  
**MAY 10 2006**  
7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 6

**Situation:**

Staff requests that the City Council accept the low bid from **RAM Construction** in the amount of **\$3,526,855.00 including tax** for the “**Sterling Street and Township Sanitary Sewer Improvements**” project.

**Background:**

This is the first of the ‘Critical Interceptor Projects’ eligible for P WTF loan funding.

This project will install sewer from 3<sup>rd</sup> Street to the WWTP with a new trunk line down Sterling Street, and from the WWTP to Township Street with a new trunk line. From Township & Sterling, the existing trunk line will be replaced between Sterling and Polte Road.

You will note below that all bids are over the engineer’s estimate. This has been a plague that has ravaged the construction industry in the last two years. All other local governments are reporting averages of 30% over engineer’s estimate for the low bid, so the results are not that surprising. Investigations have reported that RAM is a solid, responsible contractor.

| <b>BIDDERS</b>             | <b>AMOUNT (INCL. TAX)</b> | <b>PERCENT OVER ENG. ESTIMATE</b> |
|----------------------------|---------------------------|-----------------------------------|
| ENGINEER’S ESTIMATE        | \$2,865,957.40            | --                                |
| <b>1. RAM CONSTRUCTION</b> | <b>\$3,526,855.00</b>     | <b>23%</b>                        |
| 2. SNELSON COMPANIES       | \$3,628,572.80            | 27%                               |
| 3. STRIDER CONSTRUCTION    | \$3,692,938.60            | 29%                               |
| 4. SRV CONSTRUCTION        | \$4,260,396.00            | 49%                               |
| 5. INTERWEST CONSTRUCTION  | \$4,430,655.50            | 55%                               |
| 6. THOMCO CONSTRUCTION     | \$4,514,233.80            | 58%                               |

**Recommended Action:**

Authorize the Mayor to execute the contract agreement with **RAM Construction** for the “**Sterling Street and Township Sanitary Sewer Improvements**” project in the amount of **\$3,526,855.00, including tax**, and allow the City Engineer to authorize change orders in an amount not to exceed 5% of the contract amount.

RJB:rjb

**REICHHARDT & EBE ENGINEERING, INC.**  
**CONSULTING ENGINEERS**

813 Metcalf Street | Sedro-Woolley, WA 98284 | Telephone 360-855-1713 | Fax: 360-855-1164

May 4, 2006

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

Attn: Rick Blair  
City Engineer/ Public Works Director

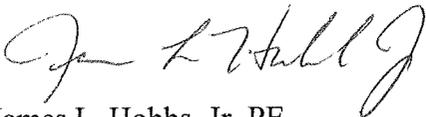
Re: City of Sedro-Woolley  
Sterling Street and Township Sanitary Sewer Improvements Project  
**Recommendation to Award**

Dear Mr. Blair;

We have reviewed all construction bid proposals for the above referenced project and RAM Construction General Contractors, Inc. is the apparent low, responsible, responsive bidder at \$3,526,855.00. We recommend that you award the contract to RAM Construction General Contractors, Inc. if the required funds are available.

We have enclosed all original bid documents and the certified bid tabulation for your review. Please contact me if you have any questions or require additional information.

Sincerely,



James L. Hobbs, Jr. PE  
Project Engineer



|  |  |  |  |   |  |  |   |
|--|--|--|--|---|--|--|---|
| Client By: City of Sedro-Woolley<br>720 Mitchell Street<br>Sedro-Woolley, WA 98284 | Bidder's: Richard & Ebe Engineering, Inc.<br>813 Mitchell Street<br>Sedro-Woolley, WA 98284<br>(360) 855-1713<br>Fax: (360) 855-1764 | Project: 709 W. Colonial Dr., Suite #4<br>Bellingham, WA 98225<br>(360) 715-8433 | Contractor: Swenson Construction, Inc.<br>601 W. State Street<br>Sedro-Woolley, WA 98284<br>(360) 856-4511 | Subcontractor: Sifer Construction Co., Inc.<br>4721 Northwest Drive<br>Bellingham, WA 98225<br>(360) 380-2444 | Supplier: S/V Construction, Inc.<br>P.O. Box 481<br>Oak Harbor, WA 98277<br>(360) 675-1700 | Inspector: Ingham Construction<br>651 N Hill Boulevard<br>Bellingham, WA 98233<br>(360) 757-7574 | Owner: Thomas Construction, Inc.<br>13700 - 44th St. NE<br>Lake Stevens, WA 98288<br>(425) 377-9130<br>(425) 377-9133 |
|--|--|--|--|---|--|--|---|

| Item                      | Description                            | Quantity | Unit | Price        | Amount         | Unit | Price | Amount         | Unit | Price | Amount         | Unit | Price | Amount         | Unit | Price | Amount         |
|---------------------------|--|----------|------|--------------|----------------|------|-------|----------------|------|-------|----------------|------|-------|----------------|------|-------|----------------|
| 1                         | Major Changes                          | 1 EA     |      | \$5,000.00   | \$5,000.00     |      |       |                |      |       |                |      |       |                |      |       |                |
| 2                         | Soil Prevention Plan                   | 1 EA     |      | \$500.00     | \$500.00       |      |       |                |      |       |                |      |       |                |      |       |                |
| 3                         | Flanges and Spacers                    | 1610 HR  |      | \$100,000.00 | \$161,000.00   |      |       |                |      |       |                |      |       |                |      |       |                |
| 4                         | Other Traffic Control Labor            | 250 HR   |      | \$36.00      | \$9,000.00     |      |       |                |      |       |                |      |       |                |      |       |                |
| 5                         | Traffic Control                        | 1 LS     |      | \$7,000.00   | \$7,000.00     |      |       |                |      |       |                |      |       |                |      |       |                |
| 6                         | Cleaning and Grubbing and Obstructions | 1 LS     |      | \$7,000.00   | \$7,000.00     |      |       |                |      |       |                |      |       |                |      |       |                |
| 7                         | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 8                         | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 9                         | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 10                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 11                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 12                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 13                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 14                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 15                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 16                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 17                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 18                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 19                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 20                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 21                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 22                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 23                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 24                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 25                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 26                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 27                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 28                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 29                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 30                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 31                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 32                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 33                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 34                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 35                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 36                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 37                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 38                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 39                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 40                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 41                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 42                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 43                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 44                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 45                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 46                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 47                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 48                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 49                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 50                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 51                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 52                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| 53                        | Removal of Existing Structures         | 1 LS     |      | \$20,000.00  | \$20,000.00    |      |       |                |      |       |                |      |       |                |      |       |                |
| SUB-TOTAL OF BID ITEMS    |  |          |      |              | \$40,000.00    |      |       | \$40,000.00    |      |       | \$40,000.00    |      |       | \$40,000.00    |      |       | \$40,000.00    |
| TAX BY ITEMS 23.30, 34-39 |  |          |      |              | \$1,325,785.00 |      |       | \$1,325,785.00 |      |       | \$1,325,785.00 |      |       | \$1,325,785.00 |      |       | \$1,325,785.00 |
| TOTAL OF SCHEDULE B       |  |          |      |              | \$1,365,785.00 |      |       | \$1,365,785.00 |      |       | \$1,365,785.00 |      |       | \$1,365,785.00 |      |       | \$1,365,785.00 |
| TOTAL OF SCHEDULE C       |  |          |      |              | \$2,465,977.40 |      |       | \$2,465,977.40 |      |       | \$2,465,977.40 |      |       | \$2,465,977.40 |      |       | \$2,465,977.40 |
| GRAND TOTAL               |  |          |      |              | \$3,831,762.40 |      |       | \$3,831,762.40 |      |       | \$3,831,762.40 |      |       | \$3,831,762.40 |      |       | \$3,831,762.40 |



**CITY OF SEDRO-WOOLLEY**

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

# Memorandum

**CITY COUNCIL AGENDA  
REGULAR MEETING**

MAY 10 2006

To: Mayor and City Council

From: Patrick Hayden

Date: 5/3/2006

Re: Brickyard Creek Rehabilitation Project, Phase I

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

---

**I. Issue:** Should the City pass a required resolution for the pending IAC grant for the Brickyard Creek rehabilitation project?

**II. Background:** Jim Johnson, Pat Huggins, and I have been trying to apply for funding for at least one part of the Brickyard Creek rehabilitation project. An IAC grant may be available which requires 50/50 matching funding. The grant can only be used to acquire and restore new property. We cannot use it for property we already own.

The owner of about 6 acres of creek front (Logan Park) is willing to donate this property to the City. This donation looks like it can be used as our match. Mr. Johnson is on the Board of the Skagit Fisheries Enhancement Group, and tentatively offers their labor. Some City money, labor and equipment will also have to be expended – the grant application proposes the City contribution to be \$15,000.

I am not experienced in this type of project, and this is only one step of many in getting the funding. However, we have to start somewhere with the resources available. I expect this project to be a model for what the rest of the creek could provide: enhanced habitat, a trail, and natural corridor through the City, in addition to improved stormwater flow.

I am attaching the proposed resolution, text of the grant application, and an illustration of the property at issue. I am asking Jim Johnson to answer any questions.

**III. Recommended Action:** Passage of the accompanying Authorizing Resolution No \_\_\_\_\_ for the WWRP program grant application.

# Washington Wildlife and Recreation Program Authorizing Resolution

Local Agencies only—You may reproduce on your own paper; text may not change.

Organization Name City of Sedro-Woolley Resolution No. \_\_\_\_\_

Project Name(s) Brickyard Creek Rehabilitation Project, Phase I,

A resolution authorizing application(s) for funding assistance for a Washington Wildlife and Recreation Program (WWRP) project to the Interagency Committee for Outdoor Recreation (IAC) as provided in Chapter 79A.15 RCW, Acquisition of Habitat Conservation and Outdoor Recreation Lands.

WHEREAS, our organization has approved a comprehensive plan that includes this project area; and

WHEREAS, under the provisions of WWRP, state funding assistance is requested to aid in financing the cost of land acquisition and/or facility development; and

WHEREAS, our organization considers it in the best public interest to complete the land acquisition and/or facility development project described in the application;

NOW, THEREFORE, BE IT RESOLVED, that:

1. The Mayor or City Attorney on her behalf [*MAYOR, DIRECTOR, PRESIDENT, ETC* ] be authorized to make formal application to IAC for funding assistance;
2. Any fund assistance received be used for implementation of the project referenced above;
3. Our organization hereby certifies that its share of project funding is committed and will be derived from CITY FUNDS, CITY LABOR AND EQUIPMENT, VOLUNTEERR CONTRIBUTIONS, AND DONATION OF PROPERTY;
4. We acknowledge that we are responsible for supporting all non-cash commitments to the sponsor share should they not materialize, if applicable;
5. We acknowledge that any property acquired or facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in such use in perpetuity unless otherwise provided and agreed to by our organization and IAC (generally, IAC approves removing facilities from the perpetuity requirement when the facilities have reached their designed life expectancy, or because of extraordinary vandalism, acts of nature, fire, etc.);
6. This resolution becomes part of a formal application to IAC; and
7. We provided appropriate opportunity for public comment on this application.

This resolution was adopted by our organization during the meeting held:

Location: City of Sedro-Woolley City Council Meeting Date: May 10, 2006.

Signed and approved by the following authorized representative:

Signed \_\_\_\_\_

Title Mayor Date May 10, 2006

Attest: \_\_\_\_\_, City Clerk

Approved as to form: \_\_\_\_\_, City Attorney



# Washington Wildlife and Recreation Program Riparian Protection Account Application Project Summary

|   |  |           |      |  |       |           |      |  |       |           |       |  |  |               |          |              |           |                        |         |                    |          |
|---|--|-----------|------|--|-------|-----------|------|--|-------|-----------|-------|--|--|---------------|----------|--------------|-----------|------------------------|---------|--------------------|----------|
| <b>TITLE:</b> Brickyard Creek Rehabilitation, Phase I   | <b>NUMBER:</b> 06-2011C (Combined)<br><b>STATUS:</b> Application Submitted |           |      |  |       |           |      |  |       |           |       |  |  |               |          |              |           |                        |         |                    |          |
| <b>APPLICANT:</b> City of Sedro Woolley   | <b>CONTACT:</b> Patrick Hayden<br>(360) 855-1661                           |           |      |  |       |           |      |  |       |           |       |  |  |               |          |              |           |                        |         |                    |          |
| <b>COSTS:</b> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 20%;">IAC</td> <td style="width: 20%; text-align: right;">\$158,615</td> <td style="width: 20%; text-align: right;">44 %</td> <td style="width: 40%;"></td> </tr> <tr> <td>Local</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">56 %</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right; border-top: 1px solid black;">\$358,615</td> <td style="text-align: right; border-top: 1px solid black;">100 %</td> <td></td> </tr> </table> | IAC  | \$158,615 | 44 % |  | Local | \$200,000 | 56 % |  | Total | \$358,615 | 100 % |  | <b>SPONSOR MATCH:</b> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 70%;">Donated Labor</td> <td style="text-align: right;">\$10,000</td> </tr> <tr> <td>Donated Land</td> <td style="text-align: right;">\$175,000</td> </tr> <tr> <td>Force Acct - Equipment</td> <td style="text-align: right;">\$5,000</td> </tr> <tr> <td>Force Acct - Labor</td> <td style="text-align: right;">\$10,000</td> </tr> </table> | Donated Labor | \$10,000 | Donated Land | \$175,000 | Force Acct - Equipment | \$5,000 | Force Acct - Labor | \$10,000 |
| IAC   | \$158,615  | 44 %      |      |  |       |           |      |  |       |           |       |  |  |               |          |              |           |                        |         |                    |          |
| Local   | \$200,000  | 56 %      |      |  |       |           |      |  |       |           |       |  |  |               |          |              |           |                        |         |                    |          |
| Total   | \$358,615  | 100 %     |      |  |       |           |      |  |       |           |       |  |  |               |          |              |           |                        |         |                    |          |
| Donated Labor   | \$10,000   |           |      |  |       |           |      |  |       |           |       |  |  |               |          |              |           |                        |         |                    |          |
| Donated Land  | \$175,000  |           |      |  |       |           |      |  |       |           |       |  |  |               |          |              |           |                        |         |                    |          |
| Force Acct - Equipment  | \$5,000  |           |      |  |       |           |      |  |       |           |       |  |  |               |          |              |           |                        |         |                    |          |
| Force Acct - Labor  | \$10,000   |           |      |  |       |           |      |  |       |           |       |  |  |               |          |              |           |                        |         |                    |          |

**DESCRIPTION:**

The City of Sedro-Woolley is adopting a Brickyard Creek Sub-Area Plan to restore and rehabilitate Brickyard Creek, a stream that flows through town, and is a salmon bearing tributary of the Skagit River. The stream is composed of multiple water courses that have been channeled into a drainage ditch. The plan is to acquire easements and ownership corridors, restore the stream to a natural waterway, construct a walking trail, interpretive stations, enhanced riparian habitat, and connections to adjacent wetlands, while improving clean stormwater carrying capacity.

In this first phase, the City intends to acquire as a gift approximately six (6) acres of property, including 1,200 feet of stream, adjacent to SR 9, and will construct the first segment of the Brickyard Creek Plan, "unditching" and restoring the stream, rebuilding habitat, and providing a pedestrian trail. This first segment is a "pilot project" for the rest of the Brickyard Creek plan. The parcel will be open to trail access to the public during daylight hours.

**LOCATION INFORMATION:**

**SCOPE (ELEMENTS):**

|                             |                   |           |
|-----------------------------|-------------------|-----------|
| Allowable land costs        | In-Stream Habitat | Sales Tax |
| Architectural & Engineering | Incidentals       | Signing   |
| Fencing & Gates             | Riparian Habitat  | Trails    |

**PERMITS ANTICIPATED:**

|   |  |
|---|--|
| Clear & Grade Permit                    | Endangered Species Act Compliance [ SEPA |
| Cultural Assessment [Section 106]       | Hydraulics Project Approval [HPA]        |
| Dredge/Fill Permit [Section 10/404 or 4 | NEPA                                     |

**LAND CHARACTERISTICS:**

| ANTICIPATED<br>ACREAGE TYPE    | Existing<br>Acres    | Acres To<br>Acq    | Acres To<br>Dev/Restore    | Acres To<br>Renov    | Total    |
|--------------------------------|----------------------|--------------------|----------------------------|----------------------|----------|
| Riparian lands                 |                      | 3.00               | 3.00                       |                      | 3.00     |
| Wetlands                       |                      | 3.00               | 3.00                       |                      | 3.00     |
| ANTICIPATED<br>WATERFRONT TYPE | Existing<br>Front Ft | Front Ft To<br>Acq | Front Ft To<br>Dev/Restore | Front Ft To<br>Renov | Total    |
| Stream/Creek                   |                      | 1,200.00           | 1,200.00                   |                      | 1,200.00 |

**LAND COMMENTS:**

This property is a ditched creek, with

|                                  |                                  |
|----------------------------------|----------------------------------|
| <b>LAST UPDATED:</b> May 1, 2006 | <b>DATE PRINTED:</b> May 1, 2006 |
|----------------------------------|----------------------------------|



# Acquisition Cost Estimate Summary

City of Sedro Woolley

06-2011 C

Brickyard Creek Rehabilitation, Phase I

WWRP - Riparian Protection

## Summary Property Information

| Property Name       | Acres to be Acq | Cost Estimate       | Acq Date | Value Determination | Purchase Type |
|---------------------|-----------------|---------------------|----------|---------------------|---------------|
| Logan Park Property | 6.00            | \$181,700.00        | 1/01/07  | Estimate of Value   | Fee ownership |
| <b>Total</b>        | <b>6.00</b>     | <b>\$181,700.00</b> |          |                     |               |

## Summary Cost Information for all Properties

### Allowable land costs

|                   |              |                     |
|-------------------|--------------|---------------------|
| Easement - access | \$500.00     |                     |
| Land              | \$175,000.00 |                     |
| <b>Sub-Total</b>  |              | <b>\$175,500.00</b> |

### Incidentals

|                  |            |                   |
|------------------|------------|-------------------|
| Closing          | \$1,200.00 |                   |
| Survey           | \$5,000.00 |                   |
| <b>Sub-Total</b> |            | <b>\$6,200.00</b> |

### Property Totals

**\$181,700.00**

### Administrative costs

\$335.00

### Total Acquisition Cost Estimate

**\$182,035.00**



# Development/Restoration Cost Estimate Summary

City of Sedro Woolley  
Brickyard Creek Rehabilitation, Phase I

06-2011 C  
WWRP - Riparian Protection

| Element/Item                       | Unit      | Quantity | Unit Cost   | Total Cost          | Description Needed | Description   |
|------------------------------------|-----------|----------|-------------|---------------------|--------------------|---|
| <b>Fencing &amp; Gates</b>         |           |          |             |                     |                    |   |
| Fencing - wood                     | Linear Ft | 4,000.00 | \$2.50      | \$10,000.00         | Height             | Fence parcel boundaries with split rail fence or other type |
| <b>In-Stream Habitat</b>           |           |          |             |                     |                    |   |
| Channel reconfiguration            | Linear ft | 1,200.00 | \$45.83     | \$55,000.00         | Describe           | Construct new, wider natural streambed in center of parcel. |
| Spawning gravel placement          | Sq yds    | 30.00    | \$33.33     | \$1,000.00          | Optional           |   |
| Woody debris placement             | Each      | 12.00    | \$416.67    | \$5,000.00          | Describe           | Spawning habitat  |
| <b>Riparian Habitat</b>            |           |          |             |                     |                    |   |
| Native plant establishment (reveg) | Lump sum  | 1.00     | \$35,000.00 | \$35,000.00         | Optional           |   |
| Non-native plant removal/control   | Lump sum  | 1.00     | \$15,000.00 | \$15,000.00         | Optional           |   |
| <b>Signing</b>                     |           |          |             |                     |                    |   |
| Interpretive signs                 | Each      | 5.00     | \$50.00     | \$250.00            | Describe           | Signs identifying spawning habitat, etc.                    |
| <b>Trails</b>                      |           |          |             |                     |                    |   |
| Trails - gravel                    | Linear Ft | 1,200.00 | \$12.50     | \$15,000.00         | Width/depth        | Gravel trail between to public access points along stream.  |
| <b>A&amp;E Amount</b>              |           |          |             | \$29,430.00         |                    |   |
| <b>Tax Amount</b>                  |           |          |             | \$10,900.00         |                    |   |
| <b>Total Costs</b>                 |           |          |             | <b>\$176,580.00</b> |                    |   |



## Cost Estimates By Property

City of Sedro Woolley

06-2011 C

Brickyard Creek Rehabilitation, Phase I

WWRP - Riparian Protection

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### Detailed Property Information

Property Name: Logan Park Property  
Acreage Purchased: 6.00  
Date to be Acquired: 1/1/2007  
Value Determination: Estimate of Value  
Purchase Type: Fee ownership

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### Acquisition Cost Estimate for Logan Park Property Property

#### Allowable land costs

|                   |            |                   |
|-------------------|------------|-------------------|
| Easement - access | 500.00     |                   |
| Land              | 175,000.00 |                   |
| <b>Sub-Total</b>  |            | <b>175,500.00</b> |

#### Incidentals

|                  |          |                   |
|------------------|----------|-------------------|
| Closing          | 1,200.00 |                   |
| Survey           | 5,000.00 |                   |
| <b>Sub-Total</b> |          | <b>6,200.00</b>   |
|                  |          | <b>181,700.00</b> |



## Applicant Information

**City of Sedro Woolley**  
**Brickyard Creek Rehabilitation, Phase I**

**06-2011 C**  
**WWRP - Riparian Protection**

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### Organization Information

**Name:** City of Sedro Woolley  
**Type:** City/Town

**Organization Address:**  
City of Sedro Woolley  
720 Murdock St  
Sedro Woolley, WA 98284

**Billing Address:**  
Sedro Woolley City of  
720 Murdock St  
Sedro Woolley, WA 98284

**Phone Numbers:**  
Phone - work (360) 855-0771  
Fax - work (360) 855-0733

**Internet Address:**  
planning@ci.sedro-woolley.wa.us

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### Applicant Contact Information

**Name:**  
Mr. Patrick Hayden  
City Attorney

**Contact Type:**  
Project Contact

**Business Address:**  
720 Murdock St  
Sedro-Woolley, WA 98284

**Second Address:**

**Phone Number:**  
Cellular (360) 421-3728  
Fax - work (360) 855-0733  
Phone - home (360) 855-1811  
Phone - work (360) 855-1661

**Internet Address:**  
phayden@ci.sedro-woolley.wa.us



## Project Worksite Information

**City of Sedro Woolley**  
**Brickyard Creek Rehabilitation, Phase I**

**06-2011 C**  
**WWRP - Riparian Protection**

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### Driving Directions

Take I-5 to Burlington. Take SR 20 Exit at Burlington, and go East on SR 20 to Sedro-Woolley. Follow SR 20 through Sedro-Woolley. Turn North on SR 9 (North Township Street) in Sedro-Woolley. Go .5 miles to Sapp Road. Go West on Sapp Road to Logan Park apartments. This parcel is between SR 9 (at Sapp Rd) and Logan Park complex.

### General Area of Project

(None)

### Current Landowners

Logan Hill LLC  
PO Box 339  
Oak Harbor, WA 98277

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### Description:

#### Landowner Type:

Coordinates: (Lat) (Long)

#### Geographic Areas:

#### Recreation/Habitat Areas:

#### Water:

**Main Stream:**

**WaterbodyAKA:**

**Stream#:**

**River Mile:**

**LLID:**



## Full Questionnaire and Permit Report

City of Sedro Woolley  
Brickyard Creek Rehabilitation, Phase I

06-2011 C  
WWRP - Riparian Protection

### Questionnaire

- 1 of 26 *Who will be responsible for administration, design, and/or implementation of this project (i.e. in-house staff, paid consultants, contractors, volunteers, other agency staff, etc.)? Explain.*  
Patrick M. Hayden, City Attorney and Volunteer  
Jim Johnson, Member, Sedro-Woolley Planning Commission and Board Member, Skagit Fisheries Enhancement Group
- 2 of 26 *Does the applicant have title to the site? If yes, explain:*  
No, but the owner has agreed to convey the site to the City.
- 3 of 26 *Does the applicant hold a lease, easement, or legal use agreement on the site that permits the proposed use? If yes, when will it expire? Explain.*  
No. The owner has agreed to convey title to the property to the City. We expect to also have a short easement on a private sidewalk to access the property, though it also borders a public road.
- 4 of 26 *Is there, or will there be, any significant public access or use restrictions? If yes, explain:*  
No. We will build a public walking trail along the creek, with access from two public roads. However, we do expect to restrict potentially destructive access.
- 5 of 26 *Is the work site(s) located within an existing park, wildlife refuge, natural area preserve, or other recreation or habitat site? If yes, name the area.*  
No.
- 6 of 26 *Is the work site(s) on a stream and/or other waterbody? If yes, name the stream and/or waterbody. If the stream is a tributary of a larger stream, also name the larger stream. If you know the river mile, list it here.*  
Yes. The site is on Brickyard Creek, which is a tributary of the Skagit River.
- 7 of 26 *What are the geographic coordinates of the work site(s) [in degrees, minutes and seconds]. Describe where and how they were taken. If you do not have them, you may leave this question blank.*  
Unknown.
- 8 of 26 *What are the township/range/section of the work site(s)? If you do not have them, you may leave this question blank.*  
Section 13, Township 35 N. Range 04 East W.M.
- 9 of 26 *In what county(s) is the work site(s) located? In what city, if applicable?*  
Skagit County
- 10 of 26 *Does this application contain state, federal or other grants as part of the "sponsor match"? If "yes," name the grant(s) and date grant will be available.*  
No.
- 11 of 26 *Does this application contain elements required for mitigation? If yes, explain:*  
No.
- 12 of 26 *LOCAL AGENCIES ONLY: Does the sponsor's share involve bonds or Local Improvement District(s) (LIDs)? If yes, give date bonds or LID will be available and explain the scope of the bond or LID.*  
No.



## Full Questionnaire and Permit Report

**City of Sedro Woolley**  
**Brickyard Creek Rehabilitation, Phase I**

**06-2011 C**  
**WWRP - Riparian Protection**

13 of 26 *Has this project been submitted to IAC before and not funded? If yes, what IAC project number was assigned?*

No.

14 of 26 *Does this project include the purchase of conservation easements? If yes, explain how site monitoring will be carried out.*

No.

15 of 26 *Does this project involve extending a Conservation Reserve Enhancement Program (CREP) lease? Is yes, when will the existing lease expire?*

No.

16 of 26 *Do any listed or priority species or habitats occur on the site? If yes, what is being done to avoid or mitigate any impacts?*

This site contains coho salmon, trout, steelhead. This program will enhance the ability of Brickyard Creek to support these species.

17 of 26 *Has the applicant requested and/or received a "waiver of retroactivity" from the IAC for the property in question? If yes, what was the name of the property and the approval date or waiver number?*

No.

18 of 26 *Do plans exist for interim non-public use of the project site? If yes, explain the interim non-public use and whether or not income will be derived through that use:*

No.

19 of 26 *Are there, or will there be, encumbrances that limit the proposed uses for the site (e.g., additional easements, covenants, lease back, life estate, sharecropping agreement, or other)? If yes, explain:*

A stormwater utility (sub-flood control district) may have some authority or easement over the project. This is a Skagit County entity. The project will enhance storm water conveyance as a beneficial side effect.

20 of 26 *Does the applicant hold an option agreement on the property? If yes, what date will it expire?*

No.

21 of 26 *Will this acquisition project cause the displacement of individuals, families, businesses, or farms? If yes, explain:*

No.

22 of 26 *Will clean-up of hazardous materials be required? (See IAC Manual 3, Acquiring Land).*

No.

23 of 26 *Identify the source of funds (i.e. federal grant, Conservation Futures, local appropriations, private land donation, etc.) that was originally used to acquire the property.*

Private funds.

24 of 26 *Are there structures (i.e. residences, shops, barns, etc.) on the property proposed for acquisition? If yes, what are your plans for those structures (i.e. demolition, relocation, auction, etc.)?*

No.

25 of 26 *Has the site(s) been investigated for historical, archeological, or cultural significance? If yes, what were the findings? What affected tribes were consulted? Provide the date(s).*

No.



## Full Questionnaire and Permit Report

**City of Sedro Woolley**  
**Brickyard Creek Rehabilitation, Phase I**

**06-2011 C**  
**WWRP - Riparian Protection**

26 of 26 *Has this acquisition project been submitted for review to the county or city with jurisdiction over the project area? If yes, explain (review date, which county or city official(s) reviewed the proposal, method of review, which jurisdiction, etc.):*

No formal permits have been applied for to date.

### **Permits**

Clear & Grade Permit

Cultural Assessment [Section 106]

Dredge/Fill Permit [Section 10/404 or 404]

Endangered Species Act Compliance [ESA]

Hydraulics Project Approval [HPA]

NEPA

SEPA

Cover Page

**Applicant:**

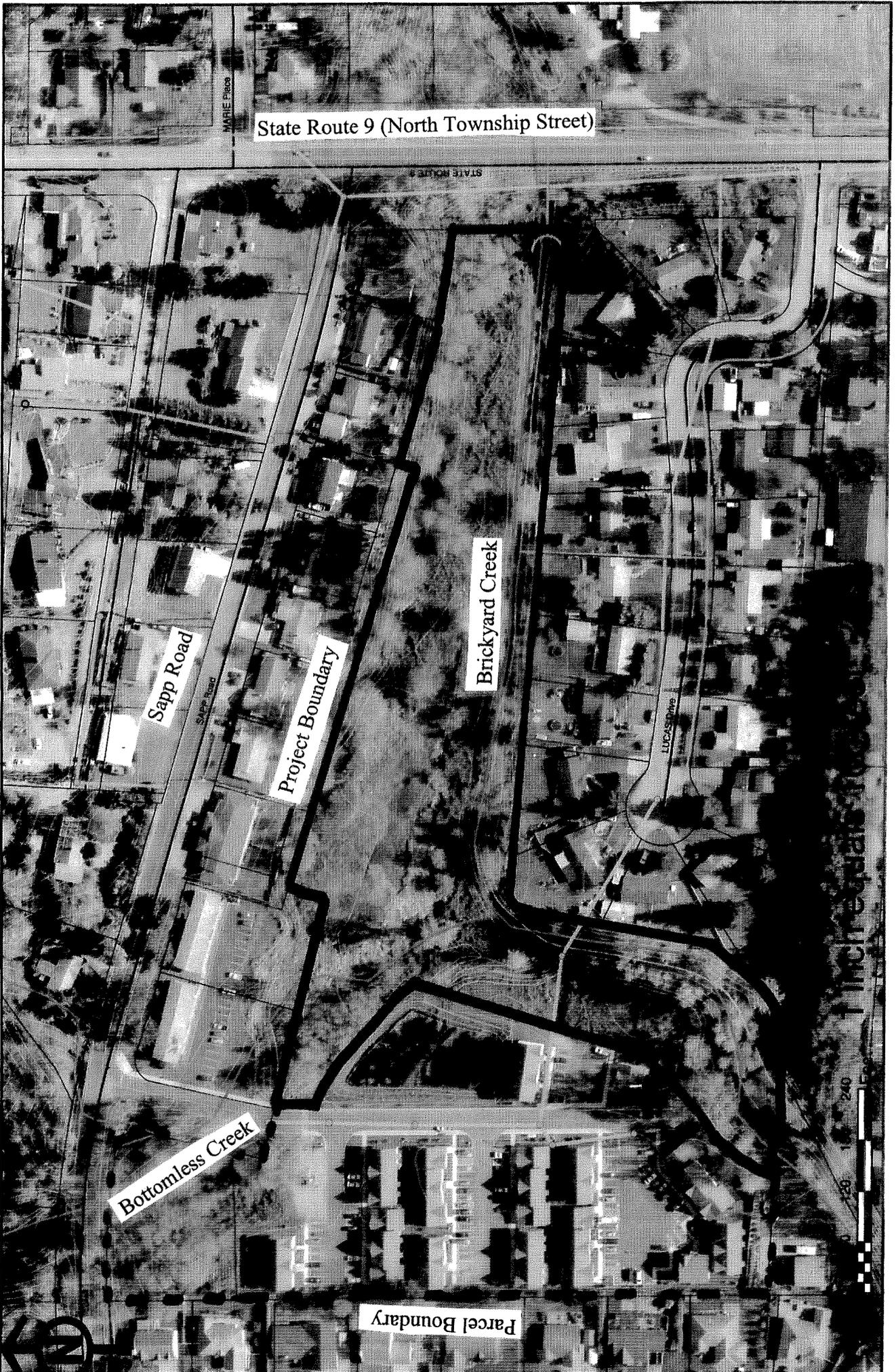
City of Sedro-Woolley

**Project Name:**

Brickyard Creek Rehabilitation, Phase I

**IAC Number:**

06-2011



Site Location Aerial: Brickyard Creek Rehabilitation, Phase I  
(Ptn of Lot D, Sedro-Woolley Short Plat SW 05-78)