

Next Ord: 1549-06  
Next Res: 726-06

## MISSION STATEMENT

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

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

## CITY COUNCIL AGENDA

June 14, 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 #57472 to #57608 for \$120,412.63
  - Payroll Warrants #37983 to #38080 for \$198,022.90
- c. Waiver of Fees - Community Center - SWSD - May 9, 2007
- d. Agreement - Data Base Records Destruction
- e. Agreement - NCGC Denny Building by Sedro-Woolley Fire Department
4. Public Comment (Please limit your comments to 3-5 minutes)
5. Presentation - Police Chief Doug Wood

### PUBLIC HEARINGS

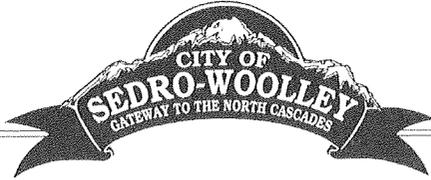
### UNFINISHED BUSINESS

6. Six-Year Transportation Improvement Plan (TIP)

### NEW BUSINESS

7. Preliminary Plat Approval - Arbor Glen
8. Ordinance - City Golf Course Fees and Regulations
9. Ordinance - Salary (Amending Ordinance No. 1535-05)
10. Contract - Otak - Stormwater Program Initiation Project

### EXECUTIVE SESSION



CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 14 2006

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

DATE: June 14, 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 June 14, 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.

JUN 14 2006

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
May 24, 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, Rick Lemley and Mike Anderson. Staff Present: Clerk/Treasurer Nelson, Planner Rozema, Attorney Hayden, Engineer Blair, Lt. Tucker and Asst. Fire Chief Olson.

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers #57359 to #57471 for \$810,988.61
  - Payroll Warrants #37886 to #37982 for \$145,006.93
- Waiver of Fees – Riverfront Park – Skagit Widowed Support Services – August 15, 2006

Councilmember Lemley moved to approve consent calendar items A through C. Seconded by Councilmember Meamber. Motion carried.

Proclamation – Safe Boating Week – May 20-26, 2006

Mayor Dillon read a proclamation which proclaimed May 20-26, 2006 as National Safe Boating Week urging all those who boat to “Boat Smart, Boat Safe, Wear It” and practice safe boating habits.

Proclamation – Hire-A-Veteran Month – June, 2006

Mayor Dillon read another proclamation which proclaimed the month of June 2006 as Hire a Veteran Month in the City of Sedro-Woolley and urged all citizens to join in the special observation.

Public Comment

Jim Robinson – 313 N. Reed, addressed the Council regarding some changes to current ordinances he would like to see implemented. The changes addressed 4 wheel vehicles on private property, quads and small bikes. He stated the original ordinance has been in effect since 1998 encouraged Council look to update it, keeping the kids in mind.

## **PUBLIC HEARINGS**

### Adoption of Brickyard Creek Sub-Area Plan

Attorney Hayden presented background information regarding a proposal to enact an interim Brickyard Creek Sub-Area plan to support the IAC/WWRP-RP grant application. Hayden stated that when the Council passed the critical area ordinance last year the last section stated a specific plan would be passed for Brickyard Creek that deals with the area more intensely. He noted the wording was a result of a meeting with the Department of Ecology and was a trading point to avoid adopting 300 foot buffers on Brickyard Creek. Hayden also reviewed the grant application and funding as well as the possible donation of 6 acres from a developer. He pointed out that Brickyard Creek is subject to the jurisdiction of the Department of Fish and Wildlife and the Army Corps of Engineers with stormwater issues and fish.

Hayden reviewed the points of the proposed plan which brings forward three things and recognizes Brickyard Creek will serve different values.

1. It will serve flood and stormwater conveyance.
2. It will preserve fish and wildlife habitat values
3. It will provide some type of recreational value.

Hayden reviewed the plan and noted it would be a starting place and the grant would allow funds to gather data necessary to plan a concept. The project would be a long-term project over a period of 20 plus years.

Planner Rozema stated there is a lot of opportunity and is a good use of grant resources.

Engineer Blair noted that at the time of surveying and taking an inventory of what we have we should also map the 100 yr. floodplain to be able to identify the effects or to reduce the effects with mitigation.

Jim Johnson – 587 Carter St., Planning Commission member and also a board member of the Skagit Fisheries Enhancement Group, addressed the Council regarding the compromise with the Department of Ecology based on fisheries enhancement, stormwater and flow to have some flexibility with the buffers. Johnson noted the importance of floodwater conveyance and believes the need of a compromise with buffer zones and trails along Brickyard Creek for salmon habitat, walking path and conveyance for stormwater.

Susie Williams – 1058 Wedmore Pl., Planning Commission member addressed the Council and stated she agreed with Johnson to work out a compromise for Brickyard Creek. Williams also expressed concern of the flood control issues at the part of the creek that runs along the golf course. She addressed restrictions placed on the property by the Army Corps of Engineers.

Mayor Dillon opened the public hearing at 7:33 P.M.

Doyle Assink – 84637 Fruitdale Rd., stated he was directed by the County Commissioners to talk with Sedro-Woolley regarding flooding of his property and presented an overview of his flooding problems.

Bill Rimmer – 1887B Sulphur Springs Rd., Mt. Vernon, addressed the Council regarding property he owns on Jones and Sapp Road. He noted that Brickyard Creek meanders through the northwest corner of the property and showed pictures taken in September 2005 showing the creek being dry. He credited the City with challenging the 300 ft. setbacks and encouraged developing a plan to minimize the buffer, to maximize density and meet the needs of property owners.

Ahrn Thorene – 29517 S. Skagit Highway, commended the efforts of Attorney Hayden in putting together a proposal. Thorene, president of Skagit Fisheries Enhancement Group and a past commercial fisherman addressed the importance of projects like the one proposed. He also addressed the educational benefits to schools by hands on learning versus book learning and spoke of the added property value for a salmon stream as well as the well being of the community.

Bob Ruby – 310 Cascade Pl., Burlington, property owner in Sedro-Woolley noted his opposition to a 300 ft setback concept. He applauded the City staff in their proposal and requested the City be very specific within the proposal in order to clarify and develop a workable plan for the developers.

Rod Hall – 17160 Coho Ct., Big Lake, general manager of Skagit Ready Mix which currently leases the property for the business of which Brickyard Creek covers a small portion of the property, encouraged looking at the creek with a practical view. Hall questioned the viability of the creek as salmon bearing because most of the year the creek is dry at their site.

Doug Crouter – 402 Burrows Ln., expressed concern of any type of buffers along the creek and the impact to his property. He noted that the creek is dry from June to December and is full of stormwater during the other months. He stated there should be more concern of the run off. Crouter spoke in opposition of a nature trail going through his property and addressed the lack of maintenance on a nearby bridge and briars growing along the creek.

Ardell Payatte – 17129 Lakeview Blvd., Mt. Vernon, property owners at 211 Rowland Rd., presented a brief history of the drainage ditch and the transition to a creek. She also addressed a previous building addition and required plantings which were subsequently destroyed by cleaning of the area. She noted her confusion as to the status of whether it's a ditch or creek.

Gael Rowland – 812 Dana Dr., operates the truss plant on Rowland Road noted that if the setbacks are put into place, their business would not be able to be there. He stated he did

believe the area to be a drainage ditch and not a salmon spawning stream and grant money could be better used on something else. He cautioned Council to think of the impact to the homeowners and businesses along the creek.

Ken Rowland – 305 Garden of Eden Rd., gave a brief history of the creek and the implementation of the County taking the creek over as a ditch district. He noted that the area is dry seven months out of the year and questioned how it can be a salmon creek.

Joel Doornenbal – 24238 Alexander St., co-owner of the Skagit Ready Mix property expressed concern of the setbacks. He stated a 25 foot setback should be adequate with a 200 foot setback being excessive.

Mary Holmes – 23361 Jones Rd., noted that a 300 foot setback would destroy their property and expressed concern of losing their privacy should a walking trail be implemented. She also spoke of the ditch being used as a site for dumping garbage and her family's efforts to try to clean it up and monitor the illegal dumping.

Susie Williams – 1058 Wedmore Pl., questioned the setbacks in connection with the ability of equipment for maintenance of the creek.

Attorney Hayden stated the initial step is to find out what exists in terms of easements and existing setbacks. Currently each point on the creek has a different restrictions. He noted the sub-flood control district owns easements of varying widths along the creek and there are physical limitations based on the location of houses, existing industry and roads. The initial goal of the plan is to find out what exists. He cautioned that if the City does not take the first step of the inventory, other agencies will impose limitations on the area. He also stressed that at the present time the City does not have a detailed inventory of Brickyard Creek.

Williams noted her support of any revitalization of the creek as long as it can provide for both areas of stormwater and salmon habitat.

Engineer Blair noted that a programmatic HPA for maintenance should be added to any approved plan. He stated the current permitting process is overwhelming and any plan should include a maintenance program so that maintenance can be done which is not happening at the present time because we cannot obtain the permits necessary.

Jeraldine Rowland – 812 Dana Dr., encouraged Council to keep in mind all the property owners in the vicinity of Brickyard Creek and the impact to them, whether they be individual homeowners or industrial property owners.

Frank Holmes – 2355 Jones Rd., addressed the impact on his property if the setbacks were imposed and spoke of the creek being dry. He also addressed the taxes paid for the drainage ditch.

Mayor Dillon closed the public hearing at 8:11 P.M.

Councilmember Requa made numerous comments regarding the proposal to include the responsibility of the sub-flood maintenance, ditch improvements, sub-flood control district, creation and original purpose of the ditch, concern of wording of Brickyard Creek being attached to a sub flood control drainage ditch and the need for a study of how the designation of Brickyard Creek began.

Councilmember Requa moved that the action be tabled until we can get the facts straight on Brickyard Creek.

Councilmember Anderson questioned what agencies are responsible for the designation of whether the area is classified as a drainage ditch or a creek.

Mayor Dillon and Engineer Blair noted that the City has no control over the classification. The area is classified by Washington State Fish & Wildlife, Department of Ecology, National Marine Fisheries Service and the Army Corp of Engineers.

Discussion ensued to include concern of not doing anything to improve the drainage, the donation and use of the 6 acres, review of the plan goals to include flood storage or conveyance, being a plan to make a plan, strategy of multiple values within a program, effect on current businesses with regards to setbacks and surveying requirements.

Councilmember Meamber seconded the motion made by Councilmember Requa.

Discussion continued as to regulatory agencies authority, how the fish appeared, purpose of the creek, priority rating of the creek, wording of the ordinance and the progression of the project.

Mayor Dillon restated the motion to table the issue previously made by Councilmember Requa and seconded by Councilmember Meamber. Motion failed 3-3 (Councilmembers Colgan, Lemley and Anderson opposed).

Councilmember Requa recommended that answers to the questions that were brought up in the discussion be found.

Council adjourned for a 10 minute break at 9:01 P.M.

The meeting reconvened at 9:13 P.M.

#### Six-Year Transportation Improvement Plan (TIP) – continued

Mayor Dillon introduced the Six-Year Transportation Improvement Plan (TIP) for Council review. She reminded Council that in order to get any type of outside funding it is necessary to have projects listed on the TIP and prioritized.

Engineer Blair reviewed the listing of projects.

Mayor Dillon opened the public hearing at 9:16 P.M.

Mayor Dillon closed the public hearing at 9:16:30 P.M.

Council discussion ensued to include widening of Highway 20.

Councilmember Meamber moved to proceed with the 6-year TIP and bring a resolution back at the next Council meeting. Seconded by Councilmember Splane. Motion carried.

## **UNFINISHED BUSINESS**

None

## **NEW BUSINESS**

### Grant – Department of Ecology Phase II Agreement No. G0600306 (Municipal Stormwater)

Engineer Blair reviewed the background information for an agreement with the Washington State Department of Ecology to receive a \$75,000 grant earmarked for NPDES Phase II communities. Blair stated the purpose of the grant to establish a plan to implement a program to manage stormwater City wide. Once a program is in place it is likely that the Brickyard Creek sub-flood control zone can be dissolved and incorporated into the City program.

Discussion of funding of a program in the future ensued.

Councilmember Colgan moved to authorize the Mayor to sign and execute the attached agreement, and authorize the Mayor to authorize Staff signature authority for the direct administration of the contract itself. Councilmember Requa seconded. Motion carried.

### Correction of Ordinance No. 1539-06 (SWMC 8.04.075)

Attorney Hayden reviewed the need to correct Ordinance No. 1539-06 in order to correct typos which set the due date for past due solid waste bills.

Councilmember Lemley moved to adopt Ordinance No. 1548-06 An Ordinance Restating SWMC Section 8.04..075 As to Charges For Refuse and Garbage Collection Fees and Due Dates for Past Due Accounts, Resolving Possible Inconsistencies Between Ordinance No. 1350-05 and Ordinance No. 1539-06. Councilmember Colgan seconded.

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

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

Mayor Dillon – announced that she will be on vacation during the next worksession scheduled for June 6, 2006. She stated the worksession will consist of meeting with the respective committees and appropriate department heads. Dillon also announced the upcoming Memorial Day services to be held at the Sedro-Woolley Union Cemetery. Immediately following there will be a dedication of a plaque for Nathan Nakis at Hammer Heritage Square. She also reported on the first day of the Farmer's Market held today.

Councilmember Meamber – commented on behalf of the Downtown Revitalization Committee of the mural that was moved from the Stiles building to the side of the Overflow Tavern building. Meamber noted that the mural has great visibility and is a nice addition as you come into town on Ferry Street.

Councilmember Lemley – announced the upcoming Blast from the Past event to be held Friday and Saturday, June 2<sup>nd</sup> and 3<sup>rd</sup> and reviewed some of the activities planned.

Councilmember Anderson – noted he had attended the Farmer's Market and thought it was great. He also announced the Outdoor Movies to be held during the month of July.

Planner Rozema – congratulated the Sedro-Woolley High School welding team that received a third place finish at the Welding Rodeo held at Bellingham Technical College.

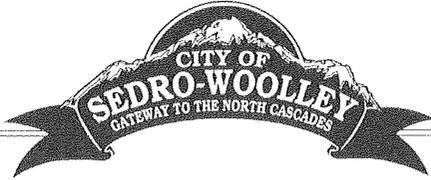
Asst. Chief Olson – stated the Fire Department is in the process of accepting applications for new volunteers up to June 2<sup>nd</sup> with testing to be held on June 3<sup>rd</sup>. He also announced Lacey's Day at Bob's Burger & Brew to be held all day on June 3<sup>rd</sup> with a portion of the day's profits going to the Lacey Klinger Memorial Scholarship Fund.

Lt. Tucker – stated the newest officer is out on the road and is half way through his field training and will be on his own around the first of July. An offer has also been made to another candidate for the position of Police Officer who would attend the academy beginning in July.

Nathan Salseina – reported on the progress of the golf course. He noted there was a soft opening on Saturday and since that time approximately \$700 has been taken in green fees. He noted it is taking a lot from the Parks Department to keep up but believes it will be good in the long run.

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

The meeting adjourned at 9:48 P.M.



CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 14 2006

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

DATE: June 14, 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 June 14, 2006.

Motion to approve Claim Vouchers #57472 to #57608 in the amount of \$120,412.63.

Motion to approve Payroll Warrants #37983 to #38080 in the amount of \$198,022.90.

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-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 06/14/2006 (Printed 06/08/2006 15:24)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57472	SEDRO-WOLLEY POSTMASTER	POSTAGE	SWR	291.47
		POSTAGE	SAN	291.47
		WARRANT TOTAL		582.94
57473	ACF WEST, INC.	REPAIRS/MAINT-STREETS	PL	1,762.56
		WARRANT TOTAL		1,762.56
57474	ALLWEST UNDERGROUND INC.	MAINTENANCE OF LINES	SWR	652.57
		WARRANT TOTAL		652.57
57475	ALL-PHASE ELECTRIC	SMALL TOOLS & MINOR EQUIP	SWR	198.81
		BUILDINGS & STRUCTURES	SWR	1,004.08
		BUILDINGS & STRUCTURES	SWR	126.50
		WARRANT TOTAL		1,329.39
57476	ALLIANCE OFFICE PRODUCTS	SUPPLIES	JUD	85.15
		SUPPLIES	JUD	122.57
		WARRANT TOTAL		207.72
57477	AMAZON CREDIT PLAN	BOOKS, PERIOD, RECORDS	LIB	79.92
		BOOKS, PERIOD, RECORDS	LIB	35.00
		BOOKS, PERIOD, RECORDS	LIB	96.12
		WARRANT TOTAL		211.04
57478	ALPINE FIRE & SAFETY	REPAIR/MAINTENANCE	JUD	12.74
		REPAIR & MAINTENANCE	FIN	10.42
		REPAIR & MAINTENANCE	FIN	102.17
		REPAIRS/MAINT-EQUIP	FD	258.17
		REPAIRS/MAINT-EQUIP	FD	223.61
		REPAIRS/MAINT-EQUIP	FD	19.12
		REPAIRS/MAINTENANCE BLDG.	LIB	16.79
		OPERATING SUPPLIES	PL	13.61
		REPAIRS/MAINT-SAFETY EQUIP	PL	164.92
		MAINTENANCE CONTRACTS	SWR	286.77
		OPERATING SUPPLIES	SWR	45.36
		WARRANT TOTAL		1,153.68
57479	AMSTERDAM PRINTING & LITH	SUPPLIES	FIN	124.69
		WARRANT TOTAL		124.69
57480	A.S.A.P. SIGN & DESIGN	OPERATING SUPPLIES	SWR	58.32
		WARRANT TOTAL		58.32
57481	ARROW PEST CONTROL, INC.	REPAIRS/MAINT-CAMPGROUND	PL	135.00
		WARRANT TOTAL		135.00
57482	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	144.04
		AUTO FUEL	CS	125.43
		AUTO FUEL	PD	1,387.00
		AUTO FUEL/DIESEL	FD	511.67
		VEHICLE FUEL / DIESEL		600.37
		VEHICLE FUEL / DIESEL		800.44

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		VEHICLE FUEL / DIESEL	104.25
		AUTO FUEL/DIESEL SWR	463.35
		AUTO FUEL/DIESEL SWR	487.06
		WARRANT TOTAL	4,623.61
57483	AT & T	TELEPHONE JUD	.72
		TELEPHONE FIN	23.82
		TELEPHONE LGL	33.00
		TELEPHONE PLN	12.90
		TELEPHONE ENG	1.42
		TELEPHONE INSP	1.48
		TELEPHONE SWR	29.61
		WARRANT TOTAL	102.95
57484	CINGULAR	TELEPHONE PD	656.49
		WARRANT TOTAL	656.49
57485	AUTOMATION, CONTROLS,	PROFESSIONAL SERVICES SWR	178.00
		WARRANT TOTAL	178.00
57486	BALDWIN COOKE	OFFICE/OPERATING SUPPLIES PD	63.57
		WARRANT TOTAL	63.57
57487	BANK OF AMERICA	MEALS/TRAVEL SWR	16.23
		OPERATING SUPPLIES SAN	44.97
		WARRANT TOTAL	61.20
57488	BARNETT IMPLEMENT CO. INC	OPERATING SUPPLIES PL	31.82
		REPAIRS/MAINT - EQUIP PL	34.52
		REPAIRS/MAINT - EQUIP PL	159.79
		WARRANT TOTAL	226.13
57489	BANK OF AMERICA	OFFICE SUPPLIES FD	31.50
		REPAIRS/MAINT-EQUIP FD	192.25
		WARRANT TOTAL	223.75
57490	BAY CITY SUPPLY	OFFICE/OPERATING SUPPLIES PD	151.91
		OPERATING SUPPLIES FD	151.90
		REPAIRS/MAINTENANCE BLDG. LIB	58.68
		OPERATING SUPPLIES PL	351.50
		OPERATING SUPPLIES PL	137.88
		SUPPLIS - COMMUNITY CENTER PL	116.77
		WARRANT TOTAL	968.64
57491	BEN-KO-MATIC	REPAIRS/MAINT-ST CLEANING PL	3,871.42
		MAINTENANCE OF LINES SWR	164.39
		WARRANT TOTAL	4,035.81
57492	AVVANTA COMMUNICATIONS CORP.	TELEPHONE FD	19.95
		WARRANT TOTAL	19.95
57493	BOOK-OF-THE-MONTH CLUB	BOOKS, PERIOD, RECORDS LIB	68.21

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		BOOKS, PERIOD, RECORDS	LIB	19.99
		WARRANT TOTAL		88.20
57494	BROWN & COLE STORES	OFFICE/OPERATING SUPPLIES	PD	5.68
		OPERATING SUPPLIES	FD	5.27
		REPAIRS/MAINT-DORM	PD	24.13
		REPAIRS/MAINT-DORM	FD	10.32
		OFF/OPER SUPPS & BOOKS	INSP	47.20
		WARRANT TOTAL		92.60
57495	CINTAS CORPORATION #460	UNIFORMS	FD	62.30
		UNIFORMS	FD	62.30
		WARRANT TOTAL		124.60
57496	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS	PLN	48.95
		SUPPLIES	ENG	34.01
		SUPPLIES	ENG	48.94
		OFFICE/OPERATING SUPPLIES	PD	110.57
		OFFICE SUPPLIES	FD	10.68
		OFFICE SUPPLIES	FD	83.23
		OFFICE SUPPLIES	FD	68.04
		OFF/OPER SUPPS & BOOKS	INSP	48.95
		WARRANT TOTAL		453.37
57497	COMPUTER SUPPORT GROUP	REPAIR/MAINT-COMPUTER	LIB	18.75
		REPAIR/MAINT-COMPUTER	LIB	322.50
		WARRANT TOTAL		341.25
57498	CONCRETE NOR'WEST, INC.	OP. SUPPLIES - GOLF	PL	148.39
		WARRANT TOTAL		148.39
57499	COOK PAGING (WA)	TELEPHONE	FD	6.57
		WARRANT TOTAL		6.57
57500	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	38.35
		REPAIR & MAINT - AUTO	PD	3,066.21
		REPAIR & MAINT - AUTO	PD	250.77
		WARRANT TOTAL		3,355.33
57501	SKAGIT WEEKLY NEWS GROUP	ADVERTISING	HOT	500.00
		WARRANT TOTAL		500.00
57502	CRAWFORD GARAGE DOORS INC	REPAIRS/MAINT-EQUIP	FD	550.80
		WARRANT TOTAL		550.80
57503	CRYSTAL SPRINGS	SUPPLIES	JUD	24.82
		OPERATING SUPPLIES	CS	22.71
		OPERATING SUPPLIES	FD	59.75
		OPERATING SUPPLIES	PL	37.91
		OPERATING SUPPLIES	SWR	73.92
		WARRANT TOTAL		219.11

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 06/14/2006 (Printed 06/08/2006 15:24)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57504	CUES	MAINTENANCE OF LINES	SWR	23.27
		WARRANT TOTAL		23.27
57505	DAY WIRELESS SYSTEMS INC	REPAIR/MAINTENANCE	PD	351.51
		WARRANT TOTAL		351.51
57506	DESTINATION WIRELESS	TELEPHONE	PD	26.99
		TELEPHONE	PL	21.59
		WARRANT TOTAL		48.58
57507	DIVERSINT	REPAIRS & MAINTENANCE	PD	136.87
		REPAIRS/MAINT-EQUIP	FD	136.88
		WARRANT TOTAL		273.75
57508	E & E LUMBER	SUPPLIES	ENG	83.90
		OPERATING SUPPLIES	PL	7.13
		OPERATING SUPPLIES	PL	43.07
		OPERATING SUPPLIES	PL	52.01
		OPERATING SUPPLIES	PL	4.95
		OPERATING SUPPLIES	PL	12.18
		OPERATING SUPPLIES	PL	2.47
		OPERATING SUPPLIES	PL	12.93
		OP. SUPPLIES - TRAFFIC	PL	33.48
		OP. SUPPLIES - GOLF	PL	31.84
		REPAIRS/MAINT - EQUIP	PL	16.85
		REPAIRS/MAINT - EQUIP	PL	82.49
		REPAIRS/MAINT - EQUIP	PL	81.19
		REPAIRS/MAINT-ST CLEANING	PL	68.36
		MAINTENANCE OF LINES	SWR	1.39
		MAINT OF GENERAL EQUIP	SWR	15.08
		MAINT OF GENERAL EQUIP	SWR	16.68
		OPERATING SUPPLIES	SWR	4.21
		OPERATING SUPPLIES	SWR	7.52
		OPERATING SUPPLIES	SWR	7.02
		OPERATING SUPPLIES	SWR	15.11
		OPERATING SUPPLIES	SWR	10.25
		WARRANT TOTAL		610.11
57509	E & E LUMBER	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
57510	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	612.00
		WARRANT TOTAL		612.00
57511	ELEC HANDBOOK PUB INC.	BOOKS, PERIOD, RECORDS	LIB	39.06
		WARRANT TOTAL		39.06
57512	FEI #3023	MAINTENANCE OF LINES	SWR	60.91
		WARRANT TOTAL		60.91
57513	FIRE SERVICE BOOKSTORE	SUPPLIES & BOOKS	FD	51.68
		WARRANT TOTAL		51.68

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57514	FLOYD, WINNIE	OFFICE/OPERATING SUPPLIES	PD	29.96
		WARRANT TOTAL		29.96
57515	FRONTIER BUILDING SUPPLY	OP. SUPPLIES - GOLF	PL	211.53
		WARRANT TOTAL		211.53
57516	GABRIEL, ANDREA	MISC-SUMMER READ PROGRAM	LIB	100.00
		WARRANT TOTAL		100.00
57517	GLENN B. ALLEN JEWELERS	SUPPLIES	LGS	19.44
		WARRANT TOTAL		19.44
57518	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	269.89
		EQUIPMENT LEASES	CS	308.99
		WARRANT TOTAL		578.88
57519	GUARDIAN SECURITY	PROFESSIONAL SERVICES	PD	30.00
		FIRE/THEFT PROTECTION	FD	26.50
		WARRANT TOTAL		56.50
57520	HARVARD MENTAL HEALTH LET	BOOKS, PERIOD, RECORDS	LIB	59.00
		WARRANT TOTAL		59.00
57521	HELLO DIRECT INC	OFFICE EQUIPMENT	PLN	175.19
		OFFICE EQUIPMENT	INSP	175.20
		WARRANT TOTAL		350.39
57522	HEPBURN SUPERIOR	LINERS	PL	513.76
		WARRANT TOTAL		513.76
57523	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	22.83
		BOOKS, PERIOD, RECORDS	LIB	10.97
		BOOKS, PERIOD, RECORDS	LIB	57.93
		BOOKS, PERIOD, RECORDS	LIB	68.62
		BOOKS, PERIOD, RECORDS	LIB	22.22
		BOOKS, PERIOD, RECORDS	LIB	418.37
		BOOKS, PERIOD, RECORDS	LIB	14.59
		BOOKS, PERIOD, RECORDS	LIB	19.62
		BOOKS, PERIOD, RECORDS	LIB	16.86
		BOOKS, PERIOD, RECORDS	LIB	11.15
		BOOKS, PERIOD, RECORDS	LIB	23.16
		BOOKS, PERIOD, RECORDS	LIB	33.15
		BOOKS, PERIOD, RECORDS	LIB	31.16
		BOOKS, PERIOD, RECORDS	LIB	8.21
		BOOKS, PERIOD, RECORDS	LIB	35.66
		BOOKS, PERIOD, RECORDS	LIB	70.39
		BOOKS, PERIOD, RECORDS	LIB	13.56
		BOOKS, PERIOD, RECORDS	LIB	28.63
		BOOKS, PERIOD, RECORDS	LIB	9.45
		BOOKS, PERIOD, RECORDS	LIB	13.40
		BOOKS, PERIOD, RECORDS	LIB	18.89
		BOOKS, PERIOD, RECORDS	LIB	19.92

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		BOOKS, PERIOD, RECORDS	LIB	6.14
		BOOKS, PERIOD, RECORDS	LIB	16.43
		BOOKS, PERIOD, RECORDS	LIB	136.79
		BOOKS, PERIOD, RECORDS	LIB	12.29
		BOOKS, PERIOD, RECORDS	LIB	5.90
		BOOKS, PERIOD, RECORDS	LIB	20.81
		WARRANT TOTAL		1,167.10
57524	INGRAM LIBRARY SERVICES	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
57525	JOHN DEERE GOVERNMENT &	REPAIRS/MAINT - EQUIP	PL	476.28
		WARRANT TOTAL		476.28
57526	KALCEMA BOOKS	BOOKS, PERIOD, RECORDS	LIB	59.56
		WARRANT TOTAL		59.56
57527	L N CURTIS & SONS	SUPPLIES & BOOKS	FD	279.29
		SUPPLIES & BOOKS	FD	1,141.25
		WARRANT TOTAL		861.96
57528	LABCORP	PROFESSIONAL SERVICES	PD	51.50
		PROFESSIONAL SERVICES	PL	51.50
		WARRANT TOTAL		103.00
57529	LAKESIDE INDUSTRIES	REPAIRS/MAINT-STREETS	PL	121.88
		REPAIRS/MAINT-STREETS	PL	106.69
		WARRANT TOTAL		228.57
57530	LEE JOHNSON & SONS	OTHER IMPROVEMENTS	SWR	2,440.80
		WARRANT TOTAL		2,440.80
57531	LOGGERS AND CONTRACTORS	SUPPLIES - CAMPGROUND	PL	27.37
		SAFETY EQUIPMENT	PL	346.84
		WARRANT TOTAL		374.21
57532	LIFE SAFETY CORPORATION	OPERATING SUPPLIES	FD	106.22
		WARRANT TOTAL		106.22
57533	MCNEILL POLYGRAPH & INVES	PROFESSIONAL SERVICES	CIV	150.00
		WARRANT TOTAL		150.00
57534	MELTON, NEWELL R.	SMALL TOOL & MINOR EQUIP	PL	22.40
		MEALS / TRAVEL	PL	13.34
		WARRANT TOTAL		35.74
57535	MARTIN MARIETTA MATERIALS	REPAIRS/MAINT-STREETS	PL	390.88
		WARRANT TOTAL		390.88
57536	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	1,359.38
		PROFESSIONAL SERVICES	INSP	81.41
		PROFESSIONAL SERVICES	INSP	169.78

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PROFESSIONAL SERVICES	INSP	88.41
		PROFESSIONAL SERVICES	INSP	100.00
		PROFESSIONAL SERVICES	INSP	342.96
		WARRANT TOTAL		2,141.94
57537	MOTOR TRUCKS, INC.	OPERATING SUPPLIES	PL	115.99
		REPAIRS/MAINT - EQUIP	PL	379.93
		WARRANT TOTAL		495.92
57538	MUTUAL MATERIALS CO.	SUPPLIES	ENG	55.73
		SMALL TOOL & MINOR EQUIP	PL	21.84
		WARRANT TOTAL		77.57
57539	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	80.37
		TELEPHONE	LGL	26.79
		TELEPHONE	PLN	35.71
		NEXTEL CELL PHONES		62.50
		TELEPHONE	PD	590.21
		TELEPHONE	FD	187.60
		TELEPHONE	INSP	62.50
		TELEPHONE	PL	488.72
		NEXTEL CELL PHONES		160.74
		NEXTEL CELL PHONES	SAN	160.74
		WARRANT TOTAL		1,855.88
57540	NORTH CASCADE FORD	REPAIR & MAINTENANCE	CS	778.48
		WARRANT TOTAL		778.48
57541	NORTHWEST CASCADE INC.	OPERATING SUPPLIES	PL	72.70
		OP. SUPPLIES - GOLF	PL	143.76
		WARRANT TOTAL		216.46
57542	NORTHWEST HOT SPRING SPAS	OP SUPPLIES-CHEMICALS	SWR	796.01
		WARRANT TOTAL		796.01
57543	OFFICE DEPOT	SUPPLIES	EXE	17.61
		SUPPLIES	FIN	37.08
		SUPPLIES	FIN	19.57
		SUPPLIES	FIN	79.77
		OFFICE/OPERATING SUPPLIES	PD	68.88
		OFFICE/OPERATING SUPPLIES	PD	70.56
		OFFICE/OPERATING SUPPLIES	PD	53.40
		OFFICE SUPPLIES	FD	62.42
		OFFICE SUPPLIES	SWR	278.20
		WARRANT TOTAL		687.49
57544	OFFICE SYSTEMS	REPAIRS & MAINTENANCE	PD	97.36
		REPAIRS/MAINT-EQUIP	FD	97.35
		WARRANT TOTAL		194.71
57545	OLIVER-HAMMER CLOTHES	CLOTHING	SWR	286.16
		CLOTHING	SWR	154.94

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	441.10
57546	ORIENTAL TRADING CO INC	MISC-SUMMER READ PROGRAM LIB	87.25
		WARRANT TOTAL	87.25
57547	OVERALL LAUNDRY SERV INC	LAUNDRY CS	27.75
		LAUNDRY CS	28.27
		MISC-LAUNDRY PL	32.62
		MISC-LAUNDRY PL	20.15
		MISC-LAUNDRY PL	17.90
		MISC-LAUNDRY PL	32.62
		MISC-LAUNDRY PL	20.15
		MISC-LAUNDRY PL	32.62
		MISC-LAUNDRY PL	20.15
		LAUNDRY SWR	23.73
		LAUNDRY SWR	23.73
		LAUNDRY SWR	23.73
		LAUNDRY SWR	24.26
		WARRANT TOTAL	327.68
57548	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO PD	410.97
		REPAIR & MAINT - AUTO PD	276.20
		REPAIRS/MAINT - EQUIP PL	21.75
		REPAIRS/MAINT - EQUIP PL	94.93
		WARRANT TOTAL	803.85
57549	PETTY CASH-DEBRA PETERSON	SUPPLIES LIB	71.15
		POSTAGE LIB	28.77
		WARRANT TOTAL	99.92
57550	PIONEER RESEARCH CORP.	MAINTENANCE OF LINES SWR	470.82
		WARRANT TOTAL	470.82
57551	PITNEY BOWES	POSTAGE PD	144.68
		POSTAGE FD	144.67
		WARRANT TOTAL	289.35
57552	PNCWA -- WESTERN REGION	MISC-TUITION/REGISTRATION SWR	75.00
		WARRANT TOTAL	300.00
57553	PUBLIC UTILITY DIS. NO.1	PUB UTILITIES-MALL CS	34.76
		PUBLIC UTILITIES SWR	27.74
		WARRANT TOTAL	62.50
57554	PUGET SOUND ENERGY	PUBLIC UTILITIES CS	771.88
		PUB UTILITIES-MALL CS	6.91
		PUB UTILITIES-MALL CS	29.38
		PUBLIC UTILITIES FD	1,047.81
		PUBLIC UTILITIES LIB	184.46

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		ADVERTISING	HOT 41.00
		PUBLIC UTILITIES	PL 45.69
		PUBLIC UTILITIES	PL 156.69
		PUBLIC UTIL - STREETLIGHTS	PL 54.98
		PUBLIC UTIL - STREETLIGHTS	PL 6,342.28
		PUBLIC UTIL - CAMPGROUND	PL 591.63
		PUBLIC UTIL - COMM CENTER	PL 113.75
		PUBLIC UTIL - SENIOR CENTER	PL 262.17
		PUBLIC UTIL - TRAIN	PL 74.32
		PUBLIC UTIL - HHS	PL 191.23
		PUBLIC UTILITIES	SWR 487.90
		PUBLIC UTILITIES	SWR 112.17
		PUBLIC UTILITIES	SAN 92.47
		WARRANT TOTAL	10,606.72
57555	PUGET SOUND LEASING CO. INC	PUBLIC UTILITIES	PL 8.70
		PUBLIC UTIL - CAMPGROUND	PL 16.64
		PUBLIC UTIL - COMM CENTER	PL 32.74
		PUBLIC UTIL - SENIOR CENTER	PL 136.24
		PUBLIC UTILITIES	SWR 150.76
		WARRANT TOTAL	345.08
57556	PURCHASE POWER	POSTAGE	JUD 183.38
		POSTAGE	FIN 293.94
		POSTAGE	LGT. 9.62
		POSTAGE	PLN 386.93
		POSTAGE	ENG 98.81
		POSTAGE	FD 2.76
		POSTAGE	INSP 44.02
		POSTAGE	CEM 14.33
		POSTAGE	SWR 91.60
		POSTAGE	SAN 91.60
		WARRANT TOTAL	1,216.99
57557	REGION 3 FIRE COUNCIL	TUITION/REGISTRATION	FD 100.00
		WARRANT TOTAL	100.00
57558	REITSMA APPRAISAL CO.	PROFESSIONAL SERVICES	SWR 1,000.00
		WARRANT TOTAL	1,000.00
57559	RINKER MATERIALS	ROADWAY - ARTERIAL MAINT	AST 4,858.75
		ROADWAY - ARTERIAL MAINT	AST 1,840.00
		REPAIRS/MAINT-STREETS	PL 150.66
		WARRANT TOTAL	6,849.41
57560	RONK BROTHERS, INC.	MAINT OF GENERAL EQUIP	SWR 89.51
		WARRANT TOTAL	89.51
57561	SALYER, DOUGLAS	RETIRED MEDICAL	PD 30.00
		WARRANT TOTAL	30.00
57562	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR 421.35

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	147.59
		OPERATING SUPPLIES	SWR	13.38
		WARRANT TOTAL		582.32
57563	SEATTLE PUMP AND EQUIP CO	MAINTENANCE OF LINES	SWR	490.40
		WARRANT TOTAL		490.40
57564	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	PL	22.85
		OPERATING SUPPLIES	PL	8.97
		REPAIRS/MAINT - EQUIP	PL	9.71
		REPAIRS/MAINT - EQUIP	PL	24.55
		REPAIRS/MAINT - EQUIP	PL	37.54
		REPAIRS/MAINT - EQUIP	PL	54.11
		REPAIRS/MAINT - EQUIP	PL	43.69
		REPAIRS/MAINT-ST CLEANING	PL	16.20
		MAINTENANCE OF VEHICLES	SWR	13.06
		MAINT OF GENERAL EQUIP	SWR	116.28
		OPERATING SUPPLIES	SWR	38.56
		WARRANT TOTAL		385.52
57565	SEDRO-WOOLLEY LOCK & KEY	COMMUNITY CENTER DEPOSITS		32.40
		WARRANT TOTAL		32.40
57566	SEDRO-WOOLLEY MUSEUM	S-W MUSEUM	HOT	813.70
		WARRANT TOTAL		813.70
57567	SEDRO-WOOLLEY POSTMASTER	POSTAGE	LIB	78.00
		WARRANT TOTAL		78.00
57568	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	11,818.00
		WARRANT TOTAL		11,818.00
57569	SEMRAU ENGINEERING & SURVEYING	PROFESSIONAL SERVICES	ENG	223.00
		WARRANT TOTAL		223.00
57570	SEVEN SISTERS, INC.	BUILDINGS & STRUCTURES	SWR	3,284.38
		WARRANT TOTAL		3,284.38
57571	SIGNATURE FORMS INC.	OP. SUPPLIES - GOLF	PL	269.83
		WARRANT TOTAL		269.83
57572	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES	FIN	1,492.09
		PROFESSIONAL SERVICES	LGL	81.50
		COMPUTER NETWORK	CS	8,289.12
		PROFESSIONAL SERVICES	PLN	105.98
		PROFESSIONAL SERVICES	ENG	257.75
		PROFESSIONAL SERVICES	PD	2,344.83
		PROFESSIONAL SERVICES	FD	592.98
		PROFESSIONAL SERVICES	SWR	939.43
		WARRANT TOTAL		14,103.68
57573	SKAGIT COUNTY SHERIFF	PRISONERS	PD	5,982.82

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PRISONERS	PD	1,498.87
		WARRANT TOTAL		7,481.69
57574	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	PL	51.80
		OPERATING SUPPLIES	PL	56.14
		OPERATING SUPPLIES	PL	29.15
		OPERATING SUPPLIES	PL	21.59
		PROPANE	PL	16.33
		PROPANE	PL	15.69
		REPAIRS/MAINT-HHS	PL	89.61
		OPERATING SUPPLIES	SWR	64.79
		WARRANT TOTAL		345.10
57575	SKAGIT READY MIX, INC.	SUPPLIES	ENG	861.84
		SUPPLIES	ENG	90.72
		WARRANT TOTAL		952.56
57576	SK. VALLEY GENEALOGICAL	BOOKS, PERIOD, RECORDS	LIB	63.00
		WARRANT TOTAL		63.00
57577	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	130.00
		LEGAL PUBLICATIONS	LGS	26.00
		LEGAL PUBLICATIONS	LGS	26.00
		ADVERTISING/LEGAL PUBLIC	PLN	67.60
		ADVERTISING/LEGAL PUBLIC	PLN	54.60
		ADVERTISING/LEGAL PUBLIC	PLN	59.80
		ADVERTISING/LEGAL PUBLIC	PLN	72.80
		ADVERTISING/LEGAL PUBLIC	PLN	70.20
		ADVERTISING/LEGAL PUBLIC	PLN	70.20
		ADVERTISING/LEGAL PUBLIC	PLN	23.40
		WARRANT TOTAL		600.60
57578	SMILEY'S INC.	MAINT OF GENERAL EQUIP	SWR	203.88
		WARRANT TOTAL		203.88
57579	SOLUTIONS SAFETY SVC INC	OPERATING SUPPLIES	FD	201.72
		REPAIRS/MAINT-EQUIP	FD	139.43
		WARRANT TOTAL		341.15
57580	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	30.67
		MISC-LAUNDRY	FD	4.81
		MISC-LAUNDRY	FD	12.20
		WARRANT TOTAL		47.68
57581	SPOKANE CO. LIBRARY DIST.	TRAVEL	LIB	118.00
		WARRANT TOTAL		118.00
57582	SUBURBAN PROPANE, L.P.	PROPANE	PL	156.84
		WARRANT TOTAL		156.84
57583	SUNSET MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	49.00
		WARRANT TOTAL		49.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57584	TAYLOR, PAUL	RETIRED MEDICAL	PD	36.00
		WARRANT TOTAL		36.00
57585	THE WEEK	BOOKS, PERIOD, RECORDS	LIB	89.97
		WARRANT TOTAL		89.97
57586	THOMPSON'S GREENHOUSE	SUPPLIES	ENG	254.41
		OPERATING SUPPLIES	PL	16.17
		MISC-JUDGMENT & DAMAGES	PL	135.83
		WARRANT TOTAL		406.41
57587	THORPE, SYLVIA PH.D ABPP	PROFESSIONAL SERVICES	CIV	325.00
		WARRANT TOTAL		325.00
57588	THUNDERBIRD LUBRICATIONS	VEHICLE FUEL / DIESEL		396.20
		WARRANT TOTAL		396.20
57589	TORGGY'S CUSTOM	REPAIR & MAINT - AUTO	PD	275.09
		REPAIR & MAINT - AUTO	PD	80.93
		WARRANT TOTAL		356.02
57590	TRUE VALUE	OPERATING SUPPLIES	CS	34.71
		REPAIRS/MAINT-DORM	FD	4.95
		REPAIRS/MAINT-DORM	FD	192.01
		OPERATING SUPPLIES	PL	15.07
		OPERATING SUPPLIES	PL	47.26
		OPERATING SUPPLIES	PL	8.09
		OPERATING SUPPLIES	PL	22.12
		OPERATING SUPPLIES	PL	16.19
		OPERATING SUPPLIES	PL	32.38
		OPERATING SUPPLIES	PL	3.87
		OPERATING SUPPLIES	PL	30.23
		OPERATING SUPPLIES	PL	7.26
		OPERATING SUPPLIES	PL	1.10
		OPERATING SUPPLIES	PL	16.19
		SUPPLIES - CAMPGROUND	PL	32.39
		SMALL TOOL & MINOR EQUIP	PL	7.55
		SMALL TOOL & MINOR EQUIP	PL	235.41
		REPAIRS/MAINT - EQUIP	PL	2.47
		REPAIRS/MAINT-TRAIN	PL	2.47
		MAINT OF GENERAL EQUIP	SWR	103.04
		MAINT OF GENERAL EQUIP	SWR	26.60
		MAINT OF GENERAL EQUIP	SWR	3.22
		MAINT OF GENERAL EQUIP	SWR	18.34
		MAINT OF GENERAL EQUIP	SWR	27.58
		MAINT OF GENERAL EQUIP	SWR	12.72
		OPERATING SUPPLIES	SWR	45.87
		OPERATING SUPPLIES	SWR	11.18
		OPERATING SUPPLIES	SWR	15.00
		OPERATING SUPPLIES	SWR	18.90
		OPERATING SUPPLIES	SWR	78.78
		OPERATING SUPPLIES	SWR	29.89

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	21.59
		OPERATING SUPPLIES	SWR	69.08
		SMALL TOOLS & MINOR EQUIP	SWR	57.21
		WARRANT TOTAL		1,250.72
57591	TRUE VALUE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
57592	TRUE VALUE	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
57593	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	58.24-
		OP SUPPLIES-CHEMICALS	SWR	571.15
		OP SUPPLIES-CHEMICALS	SWR	1,526.24
		WARRANT TOTAL		2,039.15
57594	UNIVERSITY OF CALIFORNIA	BOOKS, PERIOD, RECORDS	LIB	28.00
		WARRANT TOTAL		28.00
57595	USA BLUE BOOK	MAINTENANCE OF LINES	SWR	396.62
		MAINTENANCE OF LINES	SWR	293.05
		MAINT OF GENERAL EQUIP	SWR	334.88
		MAINT - SOLIDS HANDLING	SWR	132.65
		OPERATING SUPPLIES	SWR	249.01
		WARRANT TOTAL		1,406.21
57596	VALLEY AUTO SUPPLY	MAINTENANCE OF VEHICLES	SWR	79.36-
		MAINTENANCE OF VEHICLES	SWR	20.20
		MAINTENANCE OF VEHICLES	SWR	4.02-
		MAINTENANCE OF VEHICLES	SWR	70.65
		MAINTENANCE OF VEHICLES	SWR	48.54
		MAINTENANCE OF VEHICLES	SWR	296.95
		MAINT OF GENERAL EQUIP	SWR	8.63
		SMALL TOOLS & MINOR EQUIP	SWR	93.15
		SMALL TOOLS & MINOR EQUIP	SWR	47.91
		WARRANT TOTAL		502.65
57597	VALLEY BARK & TOPSOIL	SUPPLIES	ENG	319.33
		REPAIRS/MAINT - EQUIP	PL	59.62
		OPERATING SUPPLIES	SWR	19.60
		WARRANT TOTAL		398.55
57598	VALLEY ELECTRIC COMPANY	MAINTENANCE CONTRACTS	SWR	2,781.66
		MAINT OF GENERAL EQUIP	SWR	242.78
		WARRANT TOTAL		3,024.44
57599	VERIZON WIRELESS	TELEPHONE - CAMPGROUND	PL	40.61
		WARRANT TOTAL		40.61
57600	VERIZON NORTHWEST	TELEPHONE	JUD	63.27
		TELEPHONE	FIN	61.97
		TELEPHONE	PLN	38.32

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	ENG	38.32
		TELEPHONE	PD	81.01
		TELEPHONE	INSP	38.32
		TELEPHONE	LIB	147.55
		TELEPHONE	PL	313.74
		TELEPHONE - CAMPGROUND	PL	115.46
		TELEPHONE	SWR	165.38
		TELEPHONE	SWR	392.59
		TELEPHONE	SAN	183.23
		WARRANT TOTAL		1,639.16
57601	VISTEN, LESLIE	RETIRED MEDICAL	PD	87.00
		WARRANT TOTAL		87.00
57602	WAKEMAN, SCOTT	PROF SERVICES-HANDY MAN	CS	742.50
		WARRANT TOTAL		742.50
57603	WA STATE CRIMINAL JUSTICE	TUITION/REGISTRATION	PD	150.00
		WARRANT TOTAL		150.00
57604	WA STATE DEPT. OF L & I	REPAIR & MAINTENANCE	CS	55.20
		WARRANT TOTAL		55.20
57605	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	54.00
		WARRANT TOTAL		54.00
57606	WOOD'S LOGGING SUPPLY INC	POSTAGE	ENG	52.15
		POSTAGE	ENG	16.70
		POSTAGE	PD	5.52
		POSTAGE	FD	5.50
		POSTAGE	FD	21.34
		POSTAGE	FD	8.50
		OP. SUPPLIES - GOLF	PL	51.79
		OP. SUPPLIES - GOLF	PL	38.86
		OP. SUPPLIES - GOLF	PL	44.56
		SAFETY EQUIPMENT	PL	82.04
		REPAIRS/MAINT - EQUIP	PL	79.81
		MAINTENANCE OF LINES	SWR	253.15
		MAINTENANCE OF LINES	SWR	116.27
		MAINTENANCE OF VEHICLES	SWR	5.40
		WARRANT TOTAL		781.59
57607	WORKING FIRE TRAIN SYS	SUPPLIES & BOOKS	FD	125.00
		WARRANT TOTAL		125.00
57608	WORLINE, JOHN	MISC-PERMITS & LICENSES	PL	30.00
		WARRANT TOTAL		30.00
		RUN TOTAL		120,412.63

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	58,645.47
102	CEMETERY FUND	14.33
104	ARTERIAL STREET FUND	6,698.75
105	LIBRARY FUND	3,085.83
108	STADIUM FUND	1,354.70
110	PUBLIC LANDS	110 23,759.45
401	SEWER FUND	25,989.62
412	SOLID WASTE FUND	864.48
TOTAL		120,412.63

DEPARTMENT	AMOUNT
001 000 011	201.44
001 000 012	492.65
001 000 013	17.61
001 000 014	2,325.89
001 000 015	150.91
001 000 016	475.00
001 000 018	11,670.02
001 000 019	1,222.58
001 000 020	2,499.53
001 000 021	18,726.38
001 000 022	18,303.85
001 000 024	2,559.61
FUND CURRENT EXPENSE FUND	58,645.47
102 000 036	14.33
FUND CEMETERY FUND	14.33
104 000 042	6,698.75
FUND ARTERIAL STREET FUND	6,698.75
105 000 072	3,085.83
FUND LIBRARY FUND	3,085.83
108 000 019	1,354.70
FUND STADIUM FUND	1,354.70
110 000 000	32.40
110 000 042	23,727.05
FUND PUBLIC LANDS	110 23,759.45
401 000 035	25,989.62
FUND SEWER FUND	25,989.62
412 000 037	864.48
FUND SOLID WASTE FUND	864.48
TOTAL	120,412.63

I HEREBY CERTIFY THAT THE GOODS/SERVICES CHARGED ON THE VOUCHERS LISTED ABOVE HAVE, TO THE BEST OF MY KNOWLEDGE, BEEN FURNISHED. I FURTHER CERTIFY THE CLAIMS ABOVE TO BE VALID AND CORRECT.

\_\_\_\_\_  
CLERK-TREASURER

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED FINANCE COMMITTEE MEMBERS OF SEDRO-WOOLLEY, WASHINGTON, DO HEREBY CERTIFY THAT THE GOODS/SERVICES SPECIFIED ABOVE HAVE, TO THE BEST OF OUR KNOWLEDGE, BEEN RECEIVED. THE WARRANT NUMBERS \_\_\_\_\_ THRU \_\_\_\_\_ ARE APPROVED FOR PAYMENT IN THE TOTAL AMOUNT OF \$ \_\_\_\_\_.  
VOIDED WARRANT NUMBERS \_\_\_\_\_ THRU \_\_\_\_\_.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



JUN 14 2006

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

# Sedro-Woolley School District No. 101

801 Trail Road, Sedro-Woolley, WA 98284 • (360) 855-3500 • FAX (360) 855-3574

May 22, 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:

The Sedro-Woolley School District is requesting that the usage fee be waived for Sedro-Woolley School District use of the Community Center facilities for the Employee Appreciation Breakfast on Wednesday May 9, 2007.

Should you require further information, please contact me.

Thank you in advance for your consideration of this request.

Sincerely,

Mark J. Venn  
Superintendent

MARK J. VENN, *Superintendent*

DARRELL R. HEISLER, *Executive Director of Human Resources & Technology*

KEVIN D. SULLIVAN, *Executive Director of Business & Operations*

KATHLEEN A. EHMAN, *Executive Director of Special Programs*

KEN S. AXELSON, *Executive Director of Student Learning & Instruction*

*An Equal Opportunity Employer*

JUN 14 2006

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 58

# Memorandum

**To:** Mayor Dillon and City Council  
**From:** Patsy Nelson *Patsy*  
**Date:** 5/25/2006  
**Re:** Data Base Records Destruction agreement

---

**Background:** Various City departments routinely destroy confidential materials in accordance with the State of Washington Records Retention Guidelines. Due to the volume of materials, an outside company has provided this service.

Data Base Records Destruction purchased the company which had been providing certified shredding services to the City. Data Base is requiring a written service agreement.

**Recommended Action:** Authorize the Mayor to sign the attached agreement with Data Base Records Destruction.



## Confidential Document Destruction Service Agreement

This Confidential Document Destruction Agreement ("Agreement") is entered into as of: May 1, 2006 ("Effective Date") by and between Data Base Records Destruction, a Washington limited liability company having a place of business at 11128 117<sup>th</sup> PL NE, Kirkland, WA 98033 ("Company"), and ("Customer")

Customer: <b>Sedro-Wooley [City Clerk, Public Safety, &amp; Courts]</b>			Billing Address (if Different):		
Street Address: <b>720 Murdock</b>			Street Address:		
City: <b>Sedro-Wooley</b>	State: <b>WA</b>	Zip: <b>98284</b>	City:	State:	Zip:
Contact Person & Title: <b>Patsy Nelson,</b>			Billing Contact:		
Telephone: <b>(360) 855-1661</b>	Fax:		Billing Telephone:	Billing Fax:	
e-mail Address: <b>pnelson@ci.sedro-wooley.wa.us</b>			e-mail Address:		

Data Base Records Destruction, LLC, ("Company") will provide services for the destruction of records ("Services") described on Schedule A attached hereto and made a part hereof. Customer will pay Data Base records Destruction for such services according to the rates and provisions in the Schedule.

**LIMITATION OF LIABILITY.** Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or under any other theory.

Customer: <b>Sedro-Wooley [City Clerk, Public Safety, &amp; Courts]</b>	Data Base Secure Records Destruction
Signature:	Signature:
Print Name:	Print Name: <b>John Luger, Jr.</b>
Title:	Title: <b>President</b>
Signature Date:	Signature Date:

1. **Services to be furnished.** Company will provide services for the destruction of records ("Services") described on Schedule A attached hereto and made a part hereof. Company will furnish a certificate of destruction to Customer, upon request by Customer. The Services may, at Customer's option and as indicated on Schedule A, be performed as part of a regular schedule or pursuant to specific directions which Customer shall give Company from time to time. Customer may also request additional Services not set forth on Schedule A, in which case Company will consult with Customer as to the terms and conditions of such additional Services.
2. **Services by Third Parties.** Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all standards and procedures required of Company by Customer. Company will remain liable for all Services performed for Customer, Company will record all custody transfers and/or the use of any subcontractor to render contracted Services to Customer and upon request by Customer, Company will disclose to Customer the identities of any subcontractors.
3. **Right to Rely on Instructions.** Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries, or any other person in possession of Customer's records, giving any written notice, request, or instruction has the authority to do so.
4. **Compliance with Contracts, Laws and Regulations.** Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.
5. **Cooperation and Assistance.** Customer shall cooperate with Company with regard to the performance of the Services. Customer shall provide Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.
6. **Hazardous Substances.** Customer shall not deliver to Company any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials, including regulated waste and bio-hazard. In the event Customer nevertheless delivers to Company any such material, Customer shall arrange to appropriately, safely and legally assume custody of such hazardous materials at its expense, and further to indemnify Company from any property damage or personal injury resulting from or related to such delivery.
7. **Performance of Services.** All Services performed by Company will be in a professional manner consistent with industry standards and practices.
8. **Material Descriptions.** Itemized lists or descriptions of contents of materials submitted by Customer to Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said materials contained on such lists and descriptions are in fact the materials accepted. Upon request by Customer, Company will validate the contents of materials submitted by Customer under special terms and fees.
9. **Negotiable Instruments.** Customer agrees to make Company aware in writing and in advance of any instance in which negotiable instruments, including but not limited to checks, bearer bonds, travelers checks, or coupons will be sent to a single facility or picked up in a single pickup, where the total combined amount of said instruments will be in excess of \$\_\_\_\_\_.
10. **Bins.** Company bins shall not be used by Customer for the disposal of materials other than wastepaper material, microfilm, fiche, and magnetic recording media unless approved in writing by Company prior to collection. In no event shall Company bins be used by Customer for the disposal of any hazardous or toxic materials, or metal solids, or other materials that could damage or contaminate Company bins or shredding equipment. Customer shall maintain Company bins in a secure location and exercise reasonable care to avoid theft, vandalism, or other damage or loss to bins. Customer shall pay to Company the cost to replace any of Company bins that are damaged due to Customer failure to exercise reasonable care to maintain them. Company shall, at all times, retain title to and all rights to possession of the bins. Company may remove the bins, along with any material contained therein, upon termination of this Agreement. Company shall assume title to and all rights to possession of the material received from Customer (other than hazardous materials as described in Section 2.4 above) following its destruction, including, but not limited to, the right to recycle such material.
11. **Charges.** All standard charges for Services under this Agreement shall be as specified on Schedule A. The prices set forth in Schedule A shall remain in effect for the [first twelve (12) months of this Agreement] [current calendar year]. Thereafter, price adjustments shall be made only after thirty (30) days' prior written notice by Company to Customer. For any Service requested by Customer that is not listed on Schedule A, the charges will be as agreed to in writing by Customer and Company prior to the rendering of such Service. Invoices shall be due and payable within ~~fifteen (15) days~~ <sup>\*thirty (30)</sup> from the date of the applicable invoice. Amounts due and not paid within ~~fifteen (15) days~~ after the invoice date shall bear interest at the rate of eighteen percent (18%) per annum, and will result in a late fee in the amount of five percent (5%) of the delinquent amount, which interest and late fee will be paid by Customer upon demand by Company.
12. **Confidentiality.** "Confidential Information" means any information relating to Customer's property, business and affairs, other than information that (i) was known to Company prior to receipt of the same from Customer, (ii) was made available to Company by a third party free of any obligation to keep it confidential, or (iii) is in the public domain other than as a result of a violation of this Agreement by Company. Confidential Information shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement, except that Company may also disclose Confidential Information (i) to its auditors, accountants, counsel and regulators to the extent reasonably necessary to enable them to perform their customary duties or activities relating to Company, (ii) to comply with any civil, criminal or regulatory investigation or subpoena or summons issued by a federal, state or local authority, and (iii) to respond to judicial process. Customer shall pay Company's reasonable costs for such compliance or response involving any investigation, summons, complaint or judicial process relating to Company.
13. **Term.** This Agreement shall commence on the Effective Date set forth above and, unless otherwise terminated in accordance with Section 14, shall continue in effect for one year, ~~with automatic renewals for successive one-year terms, unless written notice of non-renewal is delivered by either party to the other not less than ninety (90) days prior to the date of expiration of such term.~~
14. **Termination.** Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within sixty (60) days after written notice from the non-breaching party. Notwithstanding the foregoing, Company may terminate this Agreement if Customer fails to pay any amount payable hereunder when due and Customer has not paid such amount within five (5) days after written notice from Company. In the event of any termination pursuant to this Section 14, all amounts due for Services rendered up to the effective date of termination shall become due and payable. Upon termination, Customer shall return (or permit Company to retrieve) all Company bins and other property kept at Customer's site, and Company shall have no obligation to provide further Services to Customer.
15. **Time for Presenting Claims.** Customer shall present any claim with respect to any Service in writing to Company within a reasonable time, and in any event within three (3) months after the occurrence of the event on which the claim is based. Any claim not brought by Customer within such time shall be barred.
16. **Arbitration.** Any claim, controversy, or dispute arising out of or relating to this Agreement, or any interpretation or breach of this Agreement or performance under this Agreement, including without limitation any dispute concerning the scope of this Article 6, shall be resolved by submission to final, binding and nonappealable arbitration, without any right by either party to trial de novo in any court. Such arbitration and all pre-hearing, hearing, and post-hearing arbitration procedures, including for discovery, disclosure of arbitrator's interests, and challenge of designation of any arbitrator, shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be selected by the American Arbitration Association.
17. **Ownership Warranty.** Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for destruction all materials Customer provides Company hereunder. Customer agrees to indemnify, defend and hold Company harmless against any and all losses, damages, claims, and costs (including attorneys' fees) arising from the actual or alleged inaccuracy of the foregoing warranty.
18. **Notices.** All notices and other communications called for or required by this Agreement shall be in writing and shall be addressed to the other party at its address stated in the first paragraph of this Agreement or to such other address as shall be designated by such other party in a notice. Communications hereunder shall be deemed to have been received (i) upon delivery in person, (ii) three (3) business days after mailing it by U.S. certified mail, return receipt requested and postage prepaid, (iii) actual delivery after depositing it with a commercial overnight carrier which provides written verification of delivery or (iv) upon transmittal by facsimile provided that a copy of such notice is concurrently sent by U.S. certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by facsimile and the date of its transmittal.
19. **Binding Nature and Assignment.** This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 1.3 above, neither party may assign this Agreement, except to an individual or entity which acquires substantially all of the assets of such party. No assignment will relieve the assigning party from any of its obligations under this Agreement.
20. **Force Majeure.** Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.
21. **Relationship of Parties.** Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement.
22. **Entire Agreement.** This Agreement, together with the documents titled "Gramm-Leach-Bliley Act Agreement" and "Business Associate's Agreement," if the same have been executed by the parties contemporaneously herewith, constitutes the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. Except as provided in Section 3, this Agreement may be amended only by an amendment in writing signed by Customer and Company.
23. **Invalidity.** If any provision of this Agreement is determined to be invalid and unenforceable, then such provision shall automatically be adjusted to the minimum extent necessary to make such provision valid and enforceable at such time and as so adjusted shall be deemed a provision of this Agreement as though originally included herein. In the event that such provision is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in full force and effect.
24. **Exclusivity.** ~~Customer agrees to retain Company on an exclusive basis at all facilities covered by this Agreement for the term of this Agreement, including all renewals.~~
25. **Attorney's Fees.** If any arbitration or other proceeding is brought by either party to enforce or interpret any term or provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover, in addition to all other relief as set forth in this Agreement, such party's reasonable attorneys' and experts' fees and expenses at all levels of proceedings and on appeal including incidental and clerical costs of such proceeding (such as copying, filing, telegraphs, and services provided by legal assistants and case clerks).
26. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington without regard to the applicability of choice of law principles.

**Schedule A****Sedro-Wooley [City Clerk, Public Safety, & Courts]**

	<u>Service Information</u>	<u>Billing Information</u>
Contact	Patsy Nelson	
Address	720 Murdock	
City, ST, Zip	Sedro-Wooley, WA 98284	
Phone, Fax	P: (360) 855-1661, F: (360) 855-0707	
E-mail	pnelson@ci.sedro-wooley.wa.us	

**Pricing Information**Pricing Terms From May 1, 2006 To June 30, 2007Service Frequency **Monthly****Schedule Service Bin Information**

Number of Bins	Bin Type	Unit Price for each Service
	Bin Fee(s)	
2	32 Gallon	\$38.00
1	64 Gallon	\$38.00
1	64 Gallon	\$38.00
		\$
		\$
		\$

**Other Services Information**

Service Type	Unit Price for Service
Purge Services	\$ 32.00
Off Schedule Service	\$100.00

Customer Signature \_\_\_\_\_

Data Base Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## City of Sedro-Woolley Fire Department

Dean Klinger, Chief  
220 Munro Street  
Sedro-Woolley, WA 98284

(360) 855-2252 • Fax (360) 855-0196

---

To: Dan Singleton, Facility Manager  
From: Todd Olson, Assistant Chief  
Date: June 14, 2006

### CITY COUNCIL AGENDA REGULAR MEETING

JUN 14 2006

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 38

The Sedro-Woolley Fire Department is interested in using the Denny Building for training. The proposed dates are as follows: June 19th, 28<sup>th</sup>, July 24 and November 20, 2006. I hope future dates may be a possibility.

The use of this facility will be a great value to our department's training. A large building with many rooms simulates apartments, nursing homes, and/or the hospital. We consider these as Target Hazards due to the high hazard to life. If there ever was a fire in any of these type of facilities the better trained we are the more lives could be saved.

Our intent is to practice ICS system (NIMS), size-up, strategies & tactics, search & rescue, ladder operations, ventilation using artificial smoke (smoke machine) and positive pressure fans to ventilate. When laddering the building we will be placing the ladders near windows and simulate breaking windows for ventilation or for entry or egress points.

Search and rescue operations: we will be marking doors with red construction crayons, first taping a piece of paper where the marking will be placed as to our SOGs. All paper will be removed after the drill and properly disposed of. A fire may be simulated by using red flashing lights and hose line may be stretched through the building but there will be no water flow through the nozzles inside the building.

This training is important in protecting the citizens we serve and the use of your facility enhances the realistic aspect of this valuable training. We greatly appreciate your cooperation with us in meeting our department goal in providing high quality trained personnel to protect our community.

Sincerely

A handwritten signature in black ink, appearing to read "Todd Olson", written over a horizontal line.

Todd Olson  
Assistant Chief

HOLD HARMLESS AGREEMENT  
FOR USE OF  
STATE OF WASHINGTON  
DEPARTMENT OF GENERAL ADMINISTRATION  
PROPERTY

THIS AGREEMENT is between City of Sedro-Woolley and the  
*State of Washington, Department of General Administration*. The parties agree as  
follows:

In consideration of the *State of Washington, Department of General  
Administration* allowing City of Sedro-Woolley to use the NCGC  
facility named: Denny Building, \_\_\_\_\_  
expressly agrees to hold harmless and indemnify the *State of Washington, Department  
of General Administration* and all of its officers, agents, employees or otherwise, from  
any and all liability, loss or damage including reasonable costs of defense that they may  
suffer as a result of claims, demands, action, or damages to any and all persons or  
property, costs or judgments against the *State of Washington, Department of General  
Administration* which result from, arise out of, or are in any way connected with the use  
of the *State of Washington, Department of General Administration* property by

\_\_\_\_\_.

These indemnifications, hold harmless, and nonliability provisions do not apply to losses, damages, or injuries to the extent such losses, damages, or injuries are occasioned by any acts or omission of the **State of Washington, Department of General Administration**, its employees or agents.

This agreement covers the date(s) 6/19, 7/24, & 11/20/06.

This agreement shall remain in effect until terminated in writing by either party.

\_\_\_\_\_  
Signature of Tenant Agency Director or Designee

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name of Above

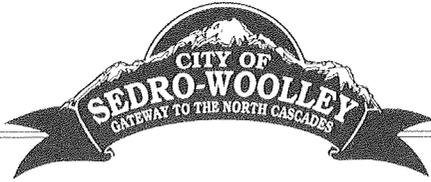
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date

STATE OF WASHINGTON,  
DEPARTMENT OF GENERAL ADMINISTRATION

\_\_\_\_\_  
Dan Singleton, NCGC Facility Manager  
Division of State Services

\_\_\_\_\_  
Date



SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 14 2006

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

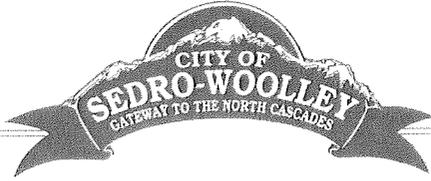
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Address:  
Narrative:

# UNFINISHED BUSINESS



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

CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 14 2006

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

June 14, 2006

TO: Mayor Dillon and City Council

FROM: STAFF *R B*

**SUBJECT: Six-Year Transportation Improvement Plan (TIP) 2007-2012**

**Situation:**

It is once again time for a public hearing on the 2007-2012 Six-Year Transportation Improvement Program (TIP), which has been included in this council packet. The attached TIP is still preliminary at this point, and is subject to change.

I have made the necessary adjustments after the last council meeting. Revised TIP is attached.

**Background:**

Each year, the Six-Year TIP must be updated, then passed on to the Skagit Metropolitan Planning Organization (MPO), then the County, and then on to the State. This list enables the finding of funding sources to aid in accomplishing major (and some minor) transportation improvements, as well as assisting in the planning process and assigning priorities to transportation-oriented projects.

The City needs to have a 6-YR Transportation Improvement Program (TIP) in order to qualify for state and federal grants as well as for its own internal planning purposes and to provide guidance to proposed developers. The City cannot grant transportation impact fee credits for any improvements not on the 6-year TIP.

**Recommended Action:**

Following the public hearing, adopt the attached 2007-2012 Six-Year TIP, either with or without amendments, by the attached **Resolution number 726-06, "A RESOLUTION ADOPTING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, 2007 – 2012"**.



Washington State Department of Transportation

Six Year Transportation Improvement Program

From 2007 to 2012

Agency: Sedro Woolley  
 Co. No.: 29 Co. Name: Skagit Co.  
 City No.: 1150 MPO/RTPO: Skagit  
 Hearing Date: 5/24/2006 Adoption Date: 6/14/2006  
 Amend Date: Resolution No.: 726-06

Functional Class	Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Expenditure Schedule (Local Agency)					Federal Funded Projects Only	RW/ Required Date (MM/YY)
							Fund Source Information			Federal Funding				State Funds			Local Funds		Total Funds		1st		
							Project Phase (mm/dd/yyyy)	Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type				
14	1	F&S Grade Road / Skagit Steel Access SR-20 / F&S Grade Road to: 65.47 Sapp Road / RR Br. from: 65.15 F&S Grade Install traffic signal, realign F&S Grade skew, and improve access into Skagit Steel site, including north entrance. Widen SR-20 from F&S Grade to RR Bridge. Realign 90-degree corner ('Baird Corner').	01 03 12 05	S	0.32	C G P T W	PE RW CN	10/1/2002 1/1/2007 6/1/2007	REV REV	80 140 530	OTHER	132 210 928	8 92	220 350 1550	16	17	18	19	EA	Yes			
14	2	SR-9 Bicycle and Pedestrian Facilities SR-9 (North Township Street) to: 58.30 Bassett Road from: 57.17 SR-20 Construct bicycle and pedestrian improvements from SR-20 north to the City Limits. Major issues at Brickyard Creek crossing. Will require either culvert extension(s), replacement, or pedestrian bridge(s).	05 12 13	P	1.13		ALL	Totals		750		1270	100	2120	1750	88	132			CE	No		
14	3	SR-20 Bike/Pedestrian Facilities SR-20 from: 63.23 West City Limits to: 66.29 East City Limits Construct Bike/Pedestrian facilities through town from SR-20 at the West City Limits to SR-20 at the East City Limits.	32 12	P	2.56		ALL	Totals				900	100	1000	150	150				CE	No		
00	4	Regional Stormwater Facility Quantity and Quality Treatment for most of old town south of from: Alexander to: Old BNSF R.O.W. Construct regional stormwater treatment facility in-line with existing outfall to treat stormwater from approximately 200 acres of the original platted Sedro and Woolley, including the Central Business District.	13	P	200		PE CN	6/1/2009				90	15 10	15 100	15					EA	No		
Totals							90	25	145	15	100												



Washington State Department of Transportation

Six Year Transportation Improvement Program

From 2007 to 2012

Agency: Sedro Woolley  
 Co. No.: 29 Co. Name: Skagit Co.  
 City No.: 1150 MPO/RTPO: Skagit

Hearing Date: 5/24/2006 Adoption Date: 6/14/2006  
 Amend Date: Resolution No.: 726-06

Functional Class	Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditure Schedule (Local Agency)					Federal/Funded Projects Only	RW/Required Date (MM/YY)
							Project Phase (mm/dd/yyyy)	Federal Funding	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type		
1	2		3				8	9	10	11	12	13	14	15	16	17	18	19	20	21
16	5	North Fruitdale & McGargle Road Arterial Improvements PE McGargle Road #92100 & North Fruitdale Road from: 0.00 / N. Township St. to: 1.31 / SR-20 Reconstruct roadway to include curb, gutter, sidewalk, stormwater facilities. Phase I Arterial. Enhance pedestrian safety. Arterial Loop.	03 13 12 04 03	S	1.31	G P T W C	PE	1/1/2007			OTHER	950	50	1000	50	950			EA	No
16	6	North Fruitdale & McGargle Road Arterial Improvements McGargle Road #92100 & North Fruitdale Road from: 0.00 / N. Township St. to: 1.31 / SR-20 Reconstruct roadway to include curb, gutter, sidewalk, stormwater facilities. Phase I Arterial. Enhance pedestrian safety. Arterial Loop.	04 03 12 32 23 13	S	1.31	C G P W T	Totals					950	50	1000	50	950	2800		EA	Yes
16	7	Jones / John Liner Railroad Undercrossing Jones / John Liner to: John Liner Road Construct new BNSF Railroad undercrossing wide enough for Phase II arterial improvements on Jones/John Liner (~90 feet) Construct through the existing embankment, bring Jones Road into John	01 12 04 08 06	P	0.1	G P T W	Totals					1800	200	2000	2000	2800			EA	Yes
14	8	SR-9 / John Liner / McGargle Intersection Improvements SR-9 (N. Township) from: McGargle / 57.38 to: John Liner / 57.48 Construct intersection improvements to include signal or roundabout.	03 04 12 22 32	P	0.10	C G P S T W	Totals	6/1/2008				1800	200	2000	430	430		2000	EA	Yes
							Totals					430	430	430	430					



Washington State Department of Transportation

Six Year Transportation Improvement Program

From 2007 to 2012

Agency: Sedro Woolley  
 Co. No.: 29 Co. Name: Skagit Co.  
 City No.: 1150 MPO/RTPO: Skagit

Hearing Date: 5/24/2006 Adoption Date: 6/14/2006  
 Amend Date: Resolution No.: 726-06

Functional Class	Priority Number	Project Identification A. Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Expenditure Schedule (Local Agency)				Federally Funded Projects Only	R/W Required Date (MM/YY)	
								Fund Source Information						Expenditure Schedule (Local Agency)										
								Project Phase	Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type				
16	9	John Liner Road Arterial Improvements John Liner Road from: Jones Road / BNSF to: SR-9 Widen and improve John Liner Rd. to Phase I arterial from new RR x-ling to SR-9, constructing a new crossing through the existing embankment, tying into Jones Road on the west side of the RR tracks. Arterial Loop.		01 05 32 12 23	P	0.6	P T W G	ALL		10	11	12	13	14	15	16	17	18	19	EA	Yes			
								Totals					1080	120	1200				1200					
16	10	Jones Road Arterial Improvements Jones Road from: F&S Grade Road to Phase I arterial section - 3 lanes, bike lane, curb & gutter, planter strip, sidewalk. Some ROW may be required. Part of Arterial Loop.		04 03 12	P	0.75	C G P T W	ALL					2250	250	2500					EA	Yes			
								Totals						2250	250	2500								
16	11	F&S Grade Road Improvements F&S Grade Road from: SR-20 to: City Limits Improve and widen F&S Grade Road from SR-20 to City Limits with sidewalk and bike lane and install sewer. Phase I Arterial.		03 04 12 32	P	0.64	G P T	ALL	6/1/2007				1500	200	1500					EA	Yes			
								Totals						1500	200	1500								
16	12	Cook Road to West Jones Connector Arterial Unnamed from: Cook Road to: West Jones/F&S Intx Construct new Phase I Arterial connection between Cook Road and West Jones Road for Arterial Loop.		01 12 23 32	P	0.6		ALL					1800	200	2000					EA	Yes			
								Totals						1800	200	2000								



Six Year Transportation Improvement Program

From 2007 to 2012

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								Fund Source Information						Federal Funding				Federal Cost by Phase					
								Project Phase (mm/dd/yyyy)	Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds								
16	13	Bassett Road Arterial Realignment Bassett Road from: Bassett Road Fruitdale and SR-9 to: N. Township (SR-9) Realign Bassett Road as an arterial to connect to Arterial extension between Fruitdale and SR-9.		02 12 22 32	S	0.30	C G P S T W	ALL	6/1/2008							1000	1000					EA	Yes
16	14	Fruitdale / N. Township Arterial Extension Portobello from: N. Township (SR-9) Connect Portobello Collector Arterial to SR-9 at location for Bassett Road Arterial Extension to create intersection at SR-9.		01 12 22 32	S	0.30	C G P S T W	Totals								1000	1000					EA	Yes
14	15	SR-20 / Cook Rd. Intersection Improvements SR-20 from: Cook Road / 64.76 Widen north approach of Cook Road to include dual SB left-turn lanes. Coordinate with project S10A. Possibly re-route Cook into SR-9 South Leg.		03 12 22 02	P	0.20	G	Totals								900	900					EA	Yes
16	15	Jamesson / Railroad Intersection Improvements Jamesson Ave. from: Railroad Improve intersection. Possible roundabout.		03 04 12 32 22	P	0.10	C G P S T W	Totals								400	400					EA	Yes







Washington State Department of Transportation

Six Year Transportation Improvement Program

From 2007 to 2012

Agency: Sedro Woolley  
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 City No.: 1150 MPO/RTPO: Skagit  
 Hearing Date: 5/24/2006 Adoption Date: 6/14/2006  
 Amend Date: Resolution No.: 726-06

Functional Class	Priority Number	Project Identification A. Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditure Schedule (Local Agency)				Federal Projects Only	R/W Required Date (MM/YY)	
							Fund Source Information			Fund Funding				Total						
							Project Phase	Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	
1	2						8	9	10	11	12	13	14	15	16	17	18	19	20	21
14	25	Fruitdale Arterial Improvements South Fruitdale Road from: Minkler Road to: SR-20 Widen Fruitdale to Phase I Arterial Standards between Hoehn Road and SR-20 for arterial loop.	03 04 23 32	P	0.87	C G P T W	ALL						2500	2500					EA	Yes
14	26	Cook Road / Trail Road Traffic Signal Cook Road and Trail Road from: -0.06 to: 0.06 Install traffic signal at Cook Road / Trail Road Intersection.	12	P	0.02	C G P T W	Totals	6/1/2008					2500	175	175				EA	No
16	27	Reconstruct 3rd Street 3rd Street from: Sterling Street to: State Street Repare 3rd Street and coordinate crossing improvements at high school with School District. Improve drainage.	12 07	P	0.44	C G P T W	Totals	6/1/2007					350	175	175				EA	No
14	28	SR-20 / N. Ball Street Intersection SR-20 from: 65.90 to: 66.02 Improve North Ball Intersection with SR-20 on north side of SR-20 - widen N. Ball. Improve radiuses, add curb, gutter, and sidewalk. May require ROW.	03 05 12	P	0.12	C G W T P	Totals	ALL					315	35	350				EA	Yes
Totals							315	35	350											





Washington State Department of Transportation

# Six Year Transportation Improvement Program

## From 2007 to 2012

Agency: Sedro Woolley

Co. No.: 29 Co. Name: Skagit Co.

City No.: 1150 MPO/RTPO: Skagit

Hearing Date: 5/24/2006 Adoption Date: 6/14/2006  
 Amend Date: Resolution No.: 726-06

Functional Class	Priority Number	Project Identification A. Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Expenditure Schedule (Local Agency)	Federal Funding	Funded Projects Only	RW/Required Date (MM/YY)				
								Project Phase	Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd					3rd	4th Thru 6th	Envr. Type	
1	2							8	9	10	11	12	13	14	15	16	17	18	19	20	21				
33		SR-20 BNSF Railroad Undercrossing Bridge SR-20 from: 65.41 to: 65.53 Replace BNSF Railroad undercrossing bridge wide enough for Phase II arterial improvements on SR-20. (~90 feet)	020/226	03 04 09 12	P	0.12	C G P T W	ALL					2250	250	2500							EA	Yes		
14	34	SR-20 Other Improvements SR-20 from: 63.73 West City Limits to: 66.29 East City Limits Ongoing capacity and safety improvements along SR-20 within City limits.		05 06 12	P	2.56		Totals					2250	250	2500								CE	No	
16	35	11th and Jameson Intersection Improvements Jameson Street from: 11th Street to: 11th Street Improve intersection. Possible Roundabout.		03 04 12	P	.12	G P T W	ALL					500	300	1000								EA	Yes	
16	36	Helnick Road Improvements Helnick Road from: 0.00 to: 0.60 Arterial Improvements to Helnick Road. Partner with County.		03 04 01 06 05 12	P	0.60	C G P T W	ALL					300	20	300								EA		
								Totals					500	500	1000										
								Totals					2250	250	2500										
								Totals					300	20	300										



Washington State Department of Transportation

Six Year Transportation Improvement Program

From 2007 to 2012

Agency: Sedro Woolley Co. No.: 29 Co. Name: Skagit Co. Hearing Date: 5/24/2006 Adoption Date: 6/14/2006  
 City No.: 1150 MPO/RTPO: Skagit Amend Date: Resolution No.: 726-06

Functional Class	Priority Number	Project Identification A. Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Federally Funded Projects Only	RW Required Date (MM/YY)		
							Fund Source Information			Expenditure Schedule (Local Agency)				Fund Source Information						
							Project Phase	Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	
1	2		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
14	37	SR-20 / Helmick Road Intersection SR-20 from: SR-20 Intersection improvements. Partner with County	03 04 05 06 12 32	P	0.10	G P T	ALL						20	20	10	10			EA	No
14	38	SR-9 Other Improvements from: 55.45 to: 58.24 Ongoing capacity and safety improvements along SR-9 within City limits.	06 05 03 12 13 22	P	2.79	C G P T W	Totals					500	500	1000	20	10	10		EA	Yes
00	39	Misc Projects from: Miscellaneous capital improvements to CBD and arterials and collectors. Includes new ADA ramp retrofits.	03 04 05 06 07 12	S		C G P T W	Totals	1/1/2007				500	500	1000	100	100			CE	
16	40	Township / Ferry Intersection Improvements Township St. from: Ferry St. to: Ferry St. Construct intersection improvements to include a roundabout or signal.	03 05 12 32 22	P	0.10	C G P S T W	Totals	12/31/2012				100	450	450	100	100			EA	Yes
							Totals					450	450	450	450					



Washington State Department of Transportation

# Six Year Transportation Improvement Program

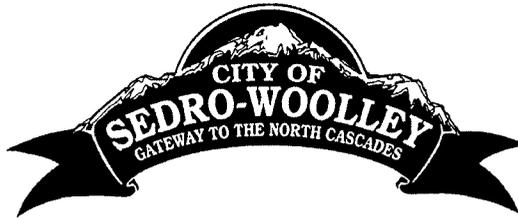
## From 2007 to 2012

Agency: Sedro Woolley  
 Co. No.: 29 Co. Name: Skagit Co.  
 City No.: 1150 MPO/RTPO: Skagit  
 Hearing Date: 5/24/2006 Adoption Date: 6/14/2006  
 Amend Date: Resolution No.: 726-06

Functional Class	Priority Number	Project Identification A. Federal Aid No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Federally Funded Projects Only	RW/ Required Date (MM/YY)		
							Fund Source Information						Expenditure Schedule (Local Agency)							
Project Phase							Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type		
16	41	Garden of Eden Road South Extension Garden of Eden Road from: F&S Grade Road to: W. Jones Road	01 12 32	S	0.15	C G P S T W	ALL	6/1/2007						1000	1000				EA	Yes
14	42	SR-9 / West State Street Intersection Improvements SR-9 from: W. State / 55.70 to: W. State / 55.80 Construct intersection improvements to include signal or roundabout	03 04 22	P	0.10	C G P S T W	Totals						1000	1000					EA	Yes
14	43	SR-9 / Nelson St. Intersection Improvements SR-9 from: Nelson / 55.52 to: Nelson / 55.62 Construct intersection improvements to include signal or roundabout	03 04 12 22	P	0.10	C G P S T W	Totals						620	620					EA	Yes
14	44	SR-20 / Township St. (SR-9) Intersection Improvements SR-20 / SR-9 from: 57.15 to: 57.25 Widen roadway to include dedicated northbound and southbound turn lanes. Reverse and upgrade traffic signal to include permissivel/protected north-south phasing	03 05 22 12	P	0.10	C G P S T W	Totals						620	620					EA	Yes



# **NEW BUSINESS**



JUN 14 2006

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

## MEMORANDUM

**TO:** Mayor Dillon and City Council

**FROM:** Allen Rozema, City Planner 

**DATE:** Wednesday, June 7, 2006

**SUBJECT:** Preliminary Plat of Arbor Glen

### **PROJECT DESCRIPTION / HISTORY**

The preliminary plat of Arbor Glen is a proposed 22-lot subdivision on approximately 2.486 acres on the corner of Trail and Cook Roads. The land is zoned R-15 which allows 15-units per acre. The application included a variance request from the bulk zoning requirements to reduce the side-yard setback from 8ft to 5ft for two-story structures.

City staff reviewed the preliminary plat of Arbor Glen and determined the proposed plat meets the requirements of SWMC chapters 15, 16 and 17 and further determined granting the requested variance with conditions would not pose a detriment to the neighbors or public in general.

The Planning Commission held an open record hearing on Tuesday, May 23, 2006 to hear and consider written and public testimony. After hearing and considering information presented by City Staff, the applicant and the public, the Planning Commission recommended approval of the preliminary plat of Arbor Glen with a variance to reduce the side yard setback from 8ft to 5ft subject to conditions.

### **RECOMMENDED ACTION**

The City Planning and Engineering Staff recommend the City Council approve the Preliminary Plat of Arbor Glen with the variance to reduce the side yard setback from 8ft to 5ft subject to the conditions stated in the Planning Commission's Findings of Fact, Conclusions and Decision/Recommendation.

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

**A RESOLUTION GRANTING PRELIMINARY APPROVAL FOR THE “PLAT OF ARBOR GLEN,” A 22-LOT SUBDIVISION AND AUTHORIZING THE MAYOR AND HER DESIGNEE(S) TO SIGN ALL PRELIMINARY PLAT APPROVAL DOCUMENTS**

**WHEREAS**, Himalaya Homes Inc., a Washington Corporation, has applied for preliminary plat approval for a 22-lot subdivision, attached hereto as Exhibit A; and

**WHEREAS**, the City of Sedro-Woolley Planning and Public Works staff reviewed the proposed preliminary plat and determined the preliminary plat has met the requirements of SWMC chapters 15, 16 and 17; and

**WHEREAS**, the Sedro-Woolley Planning Commission held an open record public hearing for the application on Tuesday, May 16, 2006 and public testimony was received and considered; and

**WHEREAS**, the Planning Commission determined that the application was technically compliant with SWMC Ch. 16.20 and recommended approval of the proposed preliminary plat with a variance to reduce the side yard setback from 8ft to 5ft to the City Council. A copy of the Planning Commissions Findings of Fact, Conclusions and Decision/Recommendation is attached hereto as Exhibit B.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Sedro-Woolley, Washington adopts the Findings of Fact and Conclusions in the attached Planning Commission Findings of Fact, Conclusions and Decision/Recommendation.

**BE IT FURTHER RESOLVED** that the City Council finds that preliminary plat application # 06-SD-2, Preliminary Plat of Arbor Glen, meets the requirements of SWMC 16.20 and should be given preliminary plat approval with a variance to reduce the side yard setback from 8ft to 5ft, subject to conditions stated in the Planning Commission’s Findings of Fact, Conclusions and Decision/Recommendation and the SEPA Mitigated Determination of Non-significance dated April 19, 2006.

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

ATTEST:

APPROVED AS TO FORM:

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

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

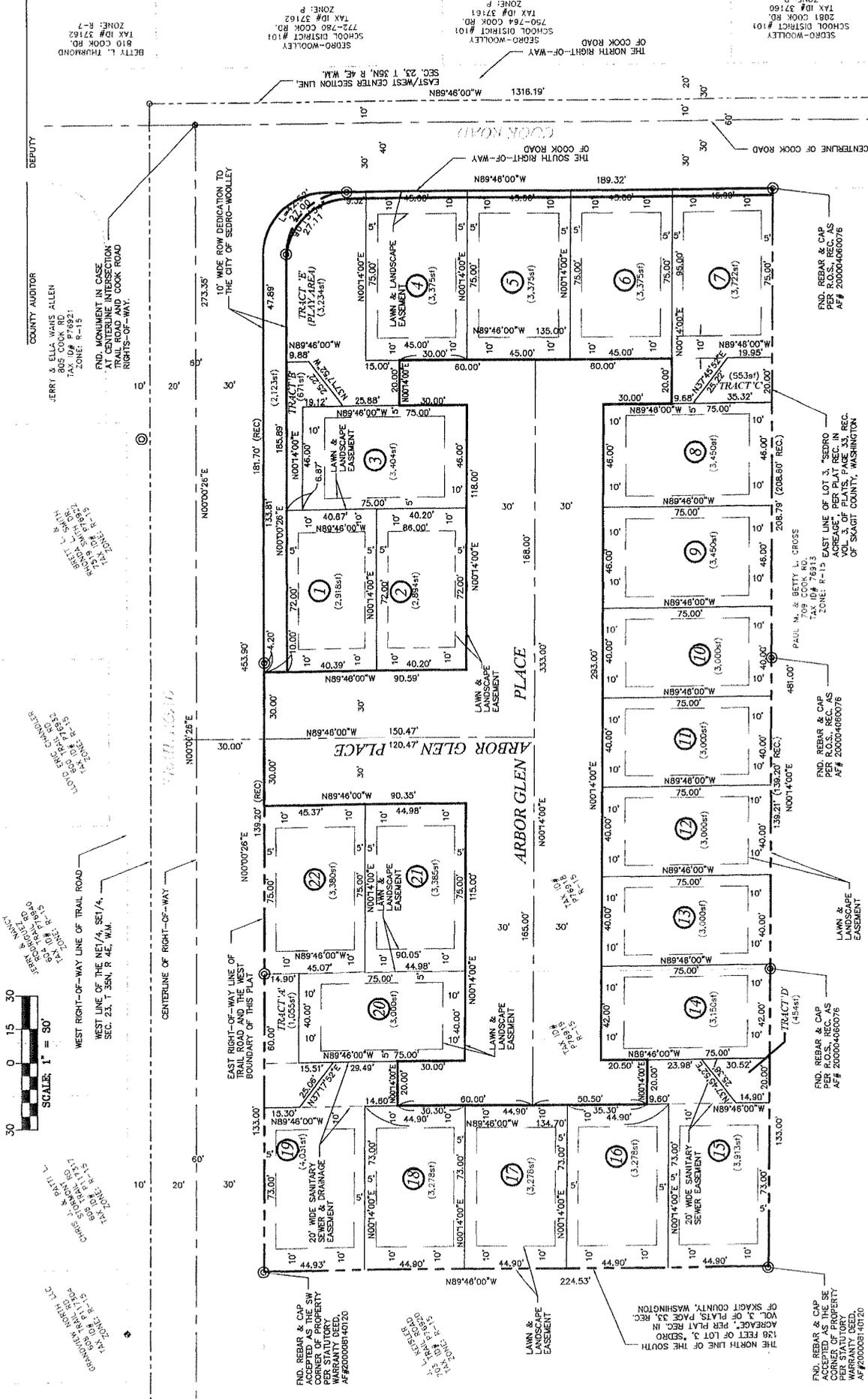
**Resolution \_\_\_\_\_ Exhibit A**

**Preliminary Plat of Arbor Glen**



**AUDITORS CERTIFICATE**  
FILED FOR RECORD AT THE REQUEST OF SUMMIT ENGINEERS & SURVEYORS, INC.

**PLAT OF ARBOR GLEN**  
NE 1/4 OF SE1/4 OF SEC. 23,  
T4P. 35 N. R4G. 4 E., W. 4M.  
CITY OF SEDRO-WOOLLEY,  
SKAGIT COUNTY, WASHINGTON



WEST RIGHT-OF-WAY LINE OF TRAIL ROAD  
WEST LINE OF THE NE1/4, SE1/4,  
SEC. 23, T. 35N., R. 4E., W. 4M.

EAST RIGHT-OF-WAY LINE OF TRAIL ROAD  
AND THE WEST  
BOUNDARY OF THIS PLAT

WEST LINE OF THE NE1/4, SE1/4,  
SEC. 23, T. 35N., R. 4E., W. 4M.

WEST LINE OF THE NE1/4, SE1/4,  
SEC. 23, T. 35N., R. 4E., W. 4M.

WEST LINE OF THE NE1/4, SE1/4,  
SEC. 23, T. 35N., R. 4E., W. 4M.



**AREA OF PLAT**  
SQUARE FEET = 108,287  
ACRES = 2.466  
(AREAS TO RIGHT-OF-WAY)

**TYPICAL BUILDING SET-BACKS**  
FRONT YARD = 10' MIN.  
REAR YARD = 10' MIN.  
SIDE YARD = 5' MIN.

**LEGEND**

- ⊙ SET REBAR & CAP #32169
- ⊕ FND CONC. MON. IN CASE
- ⊗ FND REBAR & CAP
- CALCULATED POINT

**BASIS OF BEARING**  
THE BASIS OF BEARINGS FOR THIS PLAT IS NORTH 89°45'00"  
WEST EAST AS SHOWN ON THE MAP OF THE RECORD OF  
SURVEY FOR ALAN PERKINS, RECORDED UNDER  
NUMBER 200004060076 RECORDS OF SKAGIT COUNTY,  
WASHINGTON. SAID BEARING REPRESENTS THE NORTH LINE OF  
THE SE1/4 OF SECTION 23, T. 35N., R. 4E., W. 4M.

FND. REBAR & CAP  
ACCEPTED AS THE SE  
1/4 OF THE SW 1/4  
PER STATUTORY  
WARRANTY DEED,  
AF#200008140120

FND. REBAR & CAP  
ACCEPTED AS THE SE  
1/4 OF THE SW 1/4  
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WARRANTY DEED,  
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WARRANTY DEED,  
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FND. REBAR & CAP  
ACCEPTED AS THE SE  
1/4 OF THE SW 1/4  
PER STATUTORY  
WARRANTY DEED,  
AF#200008140120

**SUMMIT ENGINEERS & SURVEYORS, INC.**  
2218 OLD HIGHWAY 99 SOUTH ROAD, MOUNT VERNON, WA 98273  
PHONE: (360) 416-4999 FAX: (360) 416-4949  
E-MAIL: TSK@SUMMITES.COM

05303







**Resolution \_\_\_\_\_ Exhibit B**

**Planning Commission Findings of Fact, Conclusions and Decision/Recommendation**

**BEFORE THE PLANNING COMMISSION  
OF THE CITY OF SEDRO-WOOLLEY**

ORIGINAL  
**COPY**

**In the Matter of:**

Preliminary Plat Approval #06-SD-2  
Himalaya Homes Inc.  
9633 Market Place, Suite 201  
Lake Stevens, WA 98258

**FINDINGS OF FACT,  
CONCLUSIONS AND DECISION /  
RECOMMENDATION**

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, May 16, 2006** under an application filed with the City of Sedro-Woolley by the applicant requesting Preliminary Plat Approval for a 22-lot subdivision as described and located in the Planning Department Staff Report hereby attached and made a part of this decision, which property is identified as Parcels P76918 and P76919 .

Notice having been given to all property owners within 500 feet of said property and all matters submitted at the public hearing having been considered together with the testimony, evidence and exhibits in open hearing and made a part of the record in this matter, the Planning Commission makes the following:

**FINDINGS OF FACT**

1. On February 22, 2006 Himalaya Homes Inc. submitted a subdivision application to divide approximately 2.486 acres zoned Residential 15 (R-15) into 22 residential lots. The application was assigned permit number 06-SD-2. The application also contained a written request to reduce the side yard setback from 8ft for a two story structure to 5ft.
2. Sedro-Woolley Municipal Code (SWMC) Chapters 2, 15, 16 and 17 apply to this project. The application has been reviewed in accordance with the State Environmental Policy Act (WAC 197-11-800(6)(b)) and a Mitigated Determination of Non-Significance (MDNS) was issued on April 14, 2006. No appeal of the determination was filed.

3. The subject parcel was reviewed for compliance under the Sedro-Woolley Critical Areas Ordinance as codified under Title 17.65. No critical areas were identified on the subject project site.
4. The Comprehensive Plan and Zoning Code designation for this property is Residential 15 (R-15). R-15 zoning districts allow one single-family residence per lot (SWMC 17.16.010) with no minimum lot size (SWMC 17.16.030).
5. On March 10, 2006 a plan review letter was mailed to Summit Engineering and Surveyors requesting addition information and corrections to be made.
6. On April 11, 2006 a Notice of Complete Application was e-mailed to Himalaya Homes Inc.
7. A Variance to reduce the side yard setback is subject to the review criteria found in SWMC 17.60.060 Criteria – Zoning Waivers.

“ . . . the criteria for approving the zoning exception shall be as follows:

- A. No detriment will result to the neighbors or the public in general;
  - B. Special circumstances exist that make compliance with the bulk restrictions impractical or unreasonable;
  - C. Provisions are made so that the purpose and intent of the bulk restrictions are still maintained, such as privacy, access and street layout.”
8. Pursuant to SWMC 17.60.060 (A) the applicant is required to document that no detriment will result to the neighbors or the public in general. The applicant has provided information that ensures City Staff that fire access in those areas of the proposed plat where the setback is reduced will be maintained and there will be no detriment to the neighbors or the public in general.
  9. Pursuant to SWMC 17.60.060 (B) the applicant is required to document any special circumstances that would make compliance with the bulk restrictions impractical or unreasonable. The applicant has provided information that there are special circumstances which would make compliance with an eight foot side yard setback impractical or unreasonable.

10. Pursuant to SWMC 17.60.060 (C) Provisions are to be made so that the purpose and intent of the bulk restrictions are still maintained, such as privacy, access and street layout. The applicant has provided information indicating they will not allow fences, shrubs and/or bushes within the reduced setback area so as to maintain fire access to roofs and second stories. The applicant has further stated these restrictions will be included in the proposed development's CCRs and recorded on the face of the plat so as to be disclosed during purchases and sales.
11. On April 14, 2006 a Notice of Application and SEPA MDNS was issued and published in the local paper on April 19, 2006. One comment was received and no appeals of the SEPA determination were filed.
12. On April 24, 2006 a Notice of Public Hearing was mailed to adjacent property owners within 500ft and published in the local paper.
13. On April 25, 2006 the subject property was posted with *Notice of Pending Land Use* signs by the applicant.
14. On May 12, 2006 a written comments were submitted by John Lee, 820 Cook Road, Sedro-Woolley, WA 98284.
15. The following exhibits were provided to the Planning Commission and are hereby made apart of the record.
  - A. Preliminary Plat Application
  - B. Preliminary Plat Map
  - C. SEPA Checklist
  - D. Notice of Application and MDNS
  - E. Notice of Public Hearing
  - F. Affidavit of Mailing
  - G. Affidavit of Posting
  - H. Post Master Comments
  - I. Public Comments
    - a. John Lee, 820 Cook Road, Sedro-Woolley

## CONCLUSIONS

The Planning Commission, having duly considered the matter and all testimony and evidence presented at the public hearing and submitted while the record was open, makes the following conclusions:

1. Sedro-Woolley Municipal Code (SWMC) Chapters 2, 15, 16 and 17 apply to this project. The application has been reviewed in accordance with the State Environmental Policy Act (WAC 197-11-800(6)(b)) and a Mitigated Determination of Non-Significance (MDNS) was issued on April 14, 2006. No appeal of the determination was filed.
2. The application was determined complete on April 11, 2006 and is considered vested under the rules and regulations in effect on April 11, 2006.
3. City staff reviewed the application pursuant to the design criteria and technical standards for subdivisions in SWMC Chapters 15, 16 and 17 and found the application to be in conformance.
4. A variance to reduce the side yard setback is subject to the review criteria found in SWMC 17.60.060. Staff reviewed the applicants request to reduce the side yard setback from 8ft to 5ft within portions of the proposed project and has determined that no detriment will result to the neighbors or the public in general; there are special circumstances which would make compliance with an eight foot side yard setback impractical; and provisions are being made so that the purpose and intent of the bulk restrictions will still be maintained.
5. Public notice was property conducted pursuant to SWMC 2.90.
6. Written comments were timely received by John Lee of 820 Cook Road, Sedro-Woolley on May 12, 2006 and are hereby made part of the record.
7. This is an open record hearing authorized pursuant to SWMC 16.08.024 and 2.90.010(3).

## DECISION / RECOMMENDATION

**BASED UPON THE FOREGOING** Findings of Fact and Conclusions, the City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of the Preliminary Plat of Arbor Glen, a 22-lot subdivision, subject to the following conditions.

1. Comply with the mitigation measures included in the SEPA MDNS issued April 14, 2006 and as set forth below:
  - a) Impact Fees and General Facilities charges shall be assessed and collected at the rate adopted by ordinance at the time of building permit issuance;
  - b) Submit a lighting plan indicating the location of any lighting within the project. Lighting shall be shielded so as not to spill onto neighboring properties;
  - c) Locate and install fire hydrants as approved by the Fire Chief;
  - d) Contribute voluntary police impact fees of \$202.96 per unit as per the City of Sedro-Woolley Comprehensive Plan Capital Facilities Element;
  - e) Coordinate Public Transportation Improvements, as may be required, with Skagit Transit (SKAT);
  - f) Locate and install of mailboxes as approved by the Postmaster;
  - g) Coordinate School District mitigation, as may be required, with the Sedro-Woolley School District;
  - h) Coordinate installation of public water infrastructure improvements with Skagit Public Utility District No. 1;
  - i) Provide playground equipment for the designated play area with equipment suitable for a variety of age groups as approved by the Planning Director;
  - j) Provide 10ft wide street landscaping pursuant to SWMC 17.50.050, along Cook and Trail Roads;
  - k) Re-stripe lanes on Trail Road pursuant to SWMC 16.08.052 and as approved by the City Engineer;
  - l) Increase sidewalk width to 11' along Trail Road frontage, and 8' along Cook Road frontage as approved by City Engineer.
  - m) Dedicate an additional 10' ROW along Trail Road frontage and 3' along Cook Road frontage

- n) Hours of construction shall be limited to 7:00 a.m. to 9:00 p.m. weekdays and 8:00 a.m. to 9:00 p.m. weekends as required in SWMC 9.46.020;
  - o) All construction traffic shall use an approved temporary construction access with a 100' geotextile and quarry spall construction entrance;
  - p) Comply with Northwest Clean Air Agency Regulations during construction activities.
  - q) Comply with all local, state and federal regulations, including Sedro-Woolley Municipal Code Title 13.36 Stormwater Management Standards; Title 13.40 Stormwater Facilities Maintenance; Title 15.40 Public Works Construction Standards; Title 16 Subdivisions, Title 17 Zoning; Sedro-Woolley Public Works Design Standards and the Sedro-Woolley Comprehensive Plan.
2. Submit a play area design which includes equipment suitable for a variety of age groups for approval by the City Planning Director prior to final plat approval.
  3. In all locations where the side yard setback is reduced from 8ft to 5ft only grass shall be allowed between the structures. No fences, shrubs, bushes or other physical obstructions shall be allowed to be located within the side yard areas. This restriction shall be recorded on the face of the final plat prior to recording as well as stated in the CCRs.
  4. Locate and Install post office boxes at the corner of Sali Drive and Trail Road pursuant to the Post Master comments received April 17, 2006.
  5. Construction of all required infrastructure improvements, including, but not limited to, streets, curbs, gutters, sidewalks, landscaping, street lighting and play areas shall be completed prior to final plat application or bonding in an amount approved by the City Engineer shall be filed with the City.

**DECIDED / RECOMMENDED** this 16<sup>TH</sup> day of MAY, 2006



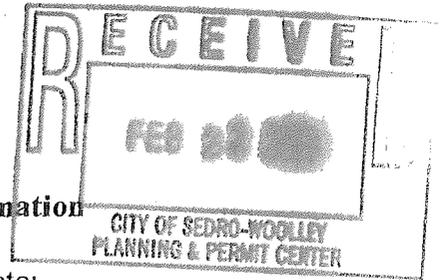
**Dan Lefeber**  
**Planning Commission Chairman**

**EXHIBIT A**  
**Preliminary Plat Application # 06-SD-2**

# EXHIBIT A

## CITY OF SEDRO-WOOLLEY SUBDIVISION APPLICATION (Long Plat)

### Part 1 General property and applicant information



Application # 06-SD-2 Pre-application # \_\_\_\_\_ Date: \_\_\_\_\_  
(assigned by city) Pre-application date \_\_\_\_\_

PLAT NAME: PLAT OF SALLI JUELLES

LOCATION (cross street names or other general location information – addresses if they exist)

755 COOK ROAD (COOK ROAD & TRAIL ROAD)  
& 605 TRAIL ROAD

P-number(s) P 76918 & P 76919

Section: 23 Township: 35 Range: 4E

Applicant Name: HIMALAYA HOMES, INC., ATTEN: BEN DURHAM

Applicant Address 9633 MARKET PLACE, SUITE 201, LAKE STEVENS WA 98258

Applicant Phone, E-mail 425-377-8600

Owner: SAME AS APPLICANT

Owner Address: "

Owner Phone: "

I have submitted 10 copies of the preliminary plat, 1 copy of a SEPA checklist, together with the current filing fee and SEPA fee.

I am applying for the following variances or other permits at the same time, \_\_\_\_\_

I request preliminary approval in accordance with the Sedro-Woolley subdivision ordinance and all other applicable city codes.

Reminder: No public hearing on a subdivision proposal shall be scheduled prior to the issuance of a declaration of non-significance or mitigated declaration of non-significance by the SEPA official.

[Signature] for HIMALAYA HOMES  
SIGNATURE DATE RECEIVED: \_\_\_\_\_

If not the property owner, please provide evidence that you have the owner's permission to act on their behalf regarding this application.

# EXHIBIT A

## Part 2

Zoning and Comprehensive Plan Designation RESIDENTIAL ZONE (R-15)

Total site size in acres 2.486 Critical Areas by type and acres: 0.0

Number of lots proposed 23 Number of housing units proposed 23

Flood zone: ZONE X

Describe existing conditions on and adjacent to site: ON SITE NLY PARCEL VACANT; SLY (1) SFR.  
WEST: SFR ; SOUTH: SFR ; WEST: SFR ; NORTH: SEPRO-WOODLEY SCHOOL DIST. 101  
EDUCATIONAL SERVICES

**Purpose:** The purpose of the subdivision regulations:

To regulate the division of land and to promote the public health, safety and general welfare in accordance with standards established by the city and state to:

- A. Prevent the overcrowding of land;
- B. Lessen congestion in the streets and highways;
- C. Promote effective use of land;
- D. Promote safe and convenient travel by the public on streets and highways;
- E. Provide for adequate light and air;
- F. Provide for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, fire protection, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, sidewalks or other facilities to assure safe walking conditions for students who walk to and from school; and other public requirements;
- G. Provide for proper ingress and egress;
- H. Provide for expeditious review and approval of proposed divisions which conform to zoning standards and local plans and policies, including the purposes stated herein;
- I. Adequately provide for the housing and commercial needs of the citizens of the city; and
- J. Require uniform monumenting of land divisions and conveyancing by accurate legal description.

### Preliminary plat—Contents.

- A. Preapplication. The applicant or representative shall consult with the city officials as necessary to determine subdivision, zoning, and other requirements.
- B. State Environment Policy Act (SEPA). The applicant shall submit a SEPA checklist or environmental impact statement (EIS), and associated fees, with an application for a subdivision. The SEPA checklist or EIS shall be reviewed by the SEPA official for the city under the procedures and guidelines adopted by the city, and the most recent laws and rules adopted by the state. *No public hearing on a subdivision proposal shall be scheduled prior to the issuance of a declaration of nonsignificance or mitigated declaration of nonsignificance by the SEPA official.*
- C. Fees. The application for a subdivision shall include the fee, as most recently adopted by the city council by ordinance or resolution. The applicant will also be billed for mailing and publication costs.

# EXHIBIT A

## NARRATIVE FOR THE PROPOSED PLAT OF SALI JUELLES

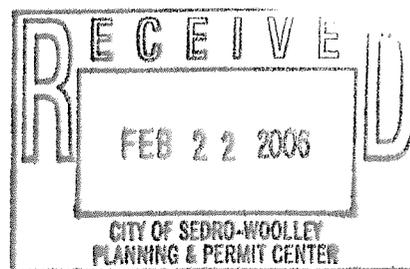
The proposed Plat of Sali Juelles is a 23-lot Single-Family Residential development within the City of Sedro-Woolley, Washington. The plat will consist of 2.486 acres, located at the southeast corner of the intersection of Cook Road and Trail Road.

An entry street is proposed at the approximate mid-point of the west boundary of the property. The entry street is proposed to joint a "tee" intersection in the interior of the plat. Hammerhead turnarounds are proposed at the north and south ends of the interior street.

A waterline for domestic use and for fire protection is proposed as a dead-end system off of the existing water main in Trail Road. The sanitary sewer is also proposed to connect to the existing 10-inch sanitary sewer in Trail Road. The depth of the existing sanitary sewer fronting the project does not have sufficient depth to properly gravity flow wastewater from the development. A proposed solution is to remove the drop in the existing sanitary sewer manhole just south of the project frontage of Trail Road, and to install a drop manhole where the sanitary sewer is proposed to enter the project. This would provide enough additional depth to gravity service all the proposed lots in the development.

Stormwater runoff is to be collected and detained in underground storage pipes. As required, the lower, more frequent storm events, will be routed through a water quality system, before being discharged into the existing public stormwater collection system. The remaining detained stormwater will be released at the pre-developed discharge rate.

The City of Sedro-Woolley requires building setbacks for side yards to be a minimum of 5 feet for a single-story structure, and 8 feet for a two-story structure. This plat is proposing to file for a variance to allow the 5-foot, side yard, building setback with a 2-story structure. The reason for the request is the International Building Code and International Fire Code allows a 10-foot separation between buildings, provided that there is sufficient fire flow. As a voluntary offer of mitigation to improve access through improved traffic flow along the frontage of the plat, the developer would re-strip the traffic canalization along the frontage and at the intersection of Trail Road and Cook Road. The proposed re-striping would allow for a left-turn only movement and a right-turn only movement, and still allow southbound traffic on Trail Road to have a left turn median lane. With one existing fire hydrant on Trail Road and another propose in the interior of the plat, it should have ample fire protection capability.



**EXHIBIT B**  
**Preliminary Plat Map**



# EXHIBIT B

PLAT OF ARBOR GLEN  
NE 1/4 OF SEC. 23,  
T. 35N. R. 4E., W.M.  
CITY OF SEDRO-WOOLLEY,  
SKAGIT COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE  
FILED FOR RECORD AT THE REQUEST OF SUMMIT ENGINEERS & SURVEYORS, INC.

GRANDVIEW NORTH LLC  
605 10th St, P.O. Box 12137  
TAX ID # 717137  
ZONE: R-15  
2017

CHIPS & BATTI L  
2200 1st St, P.O. Box 12137  
TAX ID # 717137  
ZONE: R-15  
2017

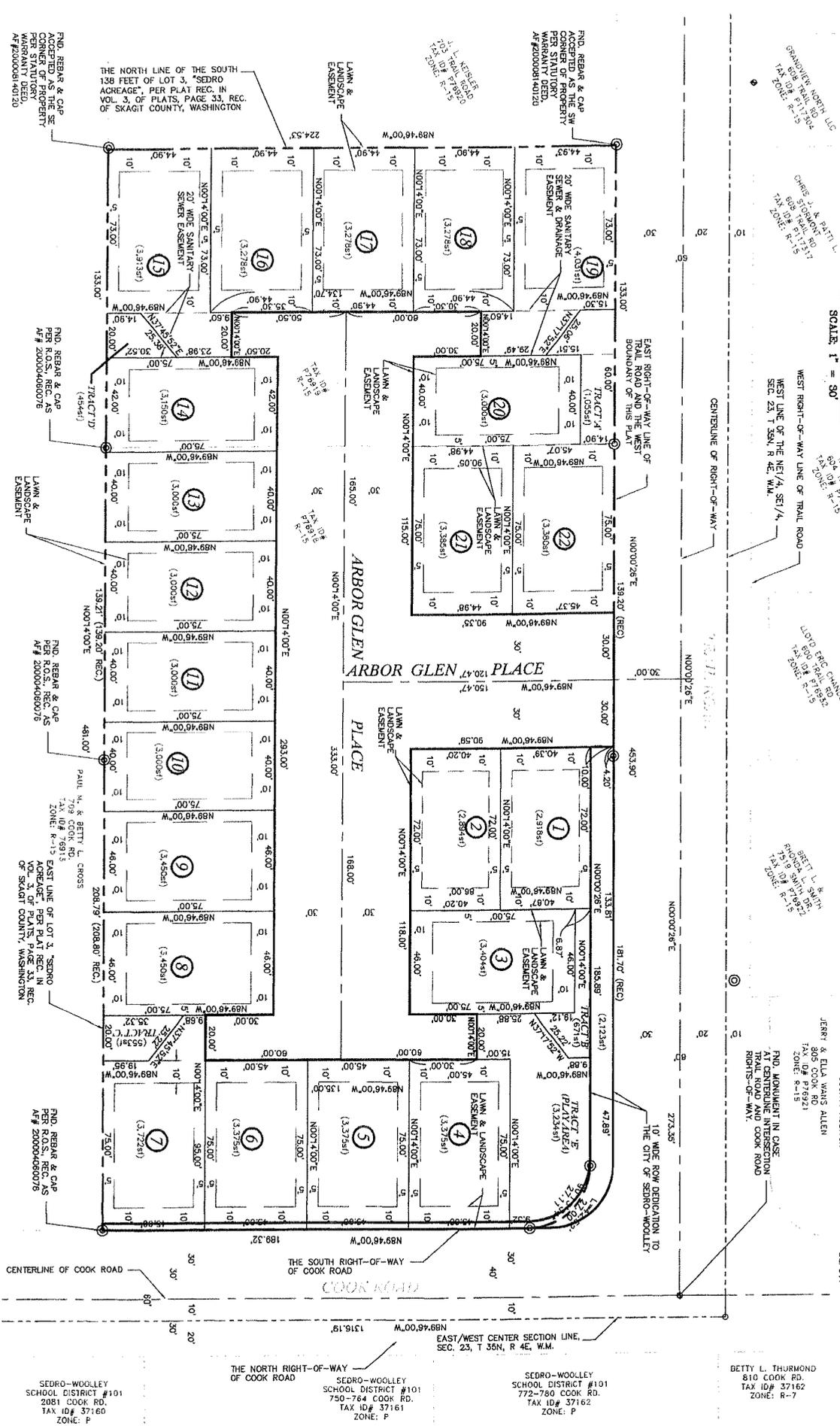
JERRY & ELIA WARS ALLEN  
805 COOK RD  
TAX ID # P76921  
ZONE: R-15  
2017

LOTT & CROOKER  
810 COOK RD  
TAX ID # 204618  
ZONE: R-15  
2017

BETTY L. THURMOND  
810 COOK RD  
TAX ID # 37162  
ZONE: R-7  
2017

JERRY & ELIA WARS ALLEN  
805 COOK RD  
TAX ID # P76921  
ZONE: R-15  
2017

BETTY L. THURMOND  
810 COOK RD  
TAX ID # 37162  
ZONE: R-7  
2017



**LEGEND**

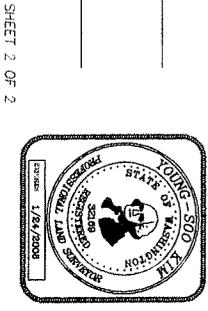
- SET REBAR & CAP #32168
- ⊙ FND CONC. MON. IN CASE
- ⊙ FND REBAR & CAP
- CALCULATED POINT

**AREA OF PLAT**

SQUARE FEET = 108,297  
ACRES TO RIGHT-OF-WAY = 2.486

**TYPICAL BUILDING SETBACKS**

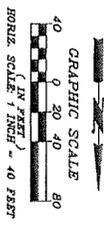
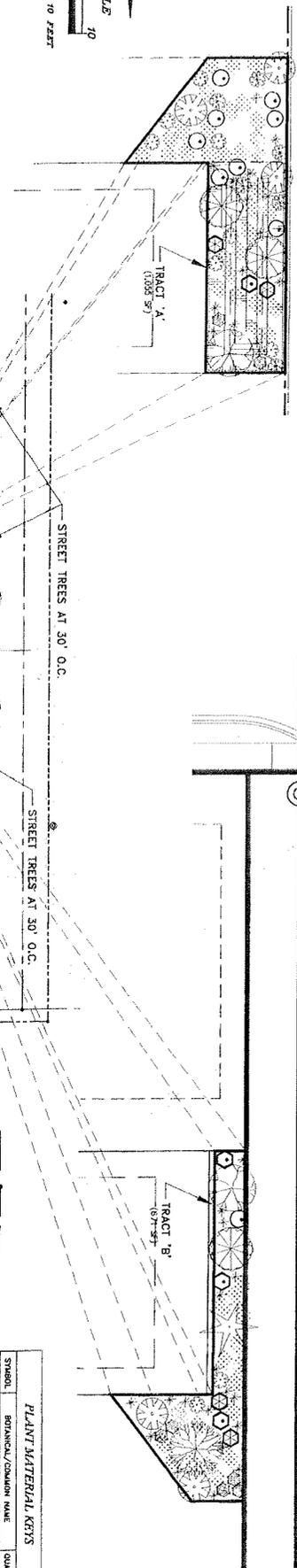
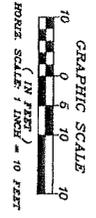
FRONT YARD = 10' MIN.  
REAR YARD = 10' MIN.  
SIDE YARD = 5' MIN.



**SUMMIT ENGINEERS & SURVEYORS, INC.**  
2218 OLD HIGHWAY 99 SOUTH ROAD MOUNTVERNON, WA 98273  
PHONE: (360) 416-4999 FAX: (360) 416-4949  
E-MAIL: SUMMIT@SUMMITENR.COM



05303



SYMBOL	BOTANICAL/COMMON NAME	QUANTITY
1	Quercus agrifolia - Long Oak (Large specimen)	3
2	Quercus laevis - Swamp White Oak (Large specimen)	3
3	Quercus macrocarpa - Bur Oak (Large specimen)	11
4	Prunella americana - Black Cherry (Large specimen)	1
5	Malus spicata - Flowering Crabapple (Large specimen)	13
6	Rosa rugosa - Rugosa Rose (Large specimen)	4
7	Hydrangea sp. - (Large specimen)	2
8	Philadelphus lewisii - (Large specimen)	9
9	Osbeckia sp. - (Large specimen)	19
10	Cornus amomum - Spicebush (Large specimen)	12
11	Acer glabrum - (Large specimen)	3
12	Washingtonia robusta - (Large specimen)	8
13	Yucca filamentosa - (Large specimen)	80
14	Quercus laevis - Swamp White Oak (Small specimen)	4

NOTES

PLANT TREES 1 FT. HIGHER THAN ADJACENT ROADS TO MAINTAIN UNIFORM APPEARANCE. MAINTAIN PLANTING SPACES.



PLANT TREES 1 FT. HIGHER THAN ADJACENT ROADS TO MAINTAIN UNIFORM APPEARANCE. MAINTAIN PLANTING SPACES.

NOTES FOR PLANTING IN LANDSCAPE TRACTS "A" THROUGH "C".

A. Fertilizer - Topsoil shall be amended with fertilizer, capable of supplying adequate plant growth for the first year of establishment. Fertilizer shall be applied in accordance with manufacturer's instructions.

B. Lawn Fertilizer - Lawn fertilizer shall be applied by the contractor and incorporated into the soil to a depth of 2 to 3 inches. Fertilizer shall be applied in accordance with manufacturer's instructions.

C. Trees - 1. Planting - Trees shall be planted in pits having diameters of least twice the diameter of the root ball. The root ball shall be placed in the center of the pit and the soil shall be compacted around the root ball. The soil shall be watered immediately after planting.

2. Size - All trees shall be 1-1/2 to 2-1/2 inch calipers, 8 ft. in height and have a minimum of 10 to 15 roots per 1,000 square feet.

3. Fertilizer - All fertilizer for trees shall be Formula 4-2-2. Fertilizer shall be applied by the contractor and incorporated into the soil to a depth of 2 to 3 inches. Fertilizer shall be applied in accordance with manufacturer's instructions.

4. Mulch - All trees shall be mulched with a 2 inch layer of mulch. The mulch shall be applied in accordance with manufacturer's instructions.

5. Watering - All trees shall be watered immediately after planting. The contractor shall provide a watering system for the trees during the first year of establishment. All trees must be in a vigorous growing condition at the time of planting. The contractor shall be responsible for the maintenance of the trees during the first year of establishment.

1-400-424-0385

PRELIMINARY PLAT OF ARBOR GLEN  
 SEDRO-WOOLLEY, WASHINGTON

1 of 1

EXHIBIT B

THE NAME: 02021/ARBOR GLEN  
 LOST FOR DATE: 02/02/03

DESIGNED BY: TSC & SCS  
 CHECKED BY: TSC & SCS

REVISIONS: \_\_\_\_\_ DATE: \_\_\_\_\_

STAMT  
 SUMMIT ENGINEERS & SURVEYORS, INC.  
 2210 Old Highway 29 S.E., Mount Vernon, WA 98273 Phone: (509) 415-4888 Fax: (509) 415-4848

SHEET DESCRIPTION: LANDSCAPE PLAN

PROJECT: SEDRO-WOOLLEY, WASHINGTON  
 REFERENCE: MALWA TRACTS, INC., ALTR. 2ND ORIGINAL, 2ND AMEND. PLAT, 2ND L&S, STATE ST. 201, L&S, ST. 201, W.A. 98225

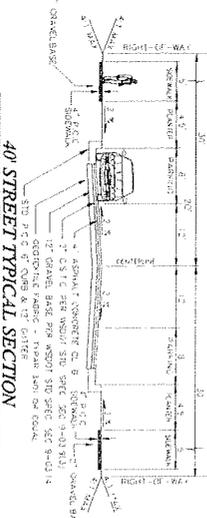
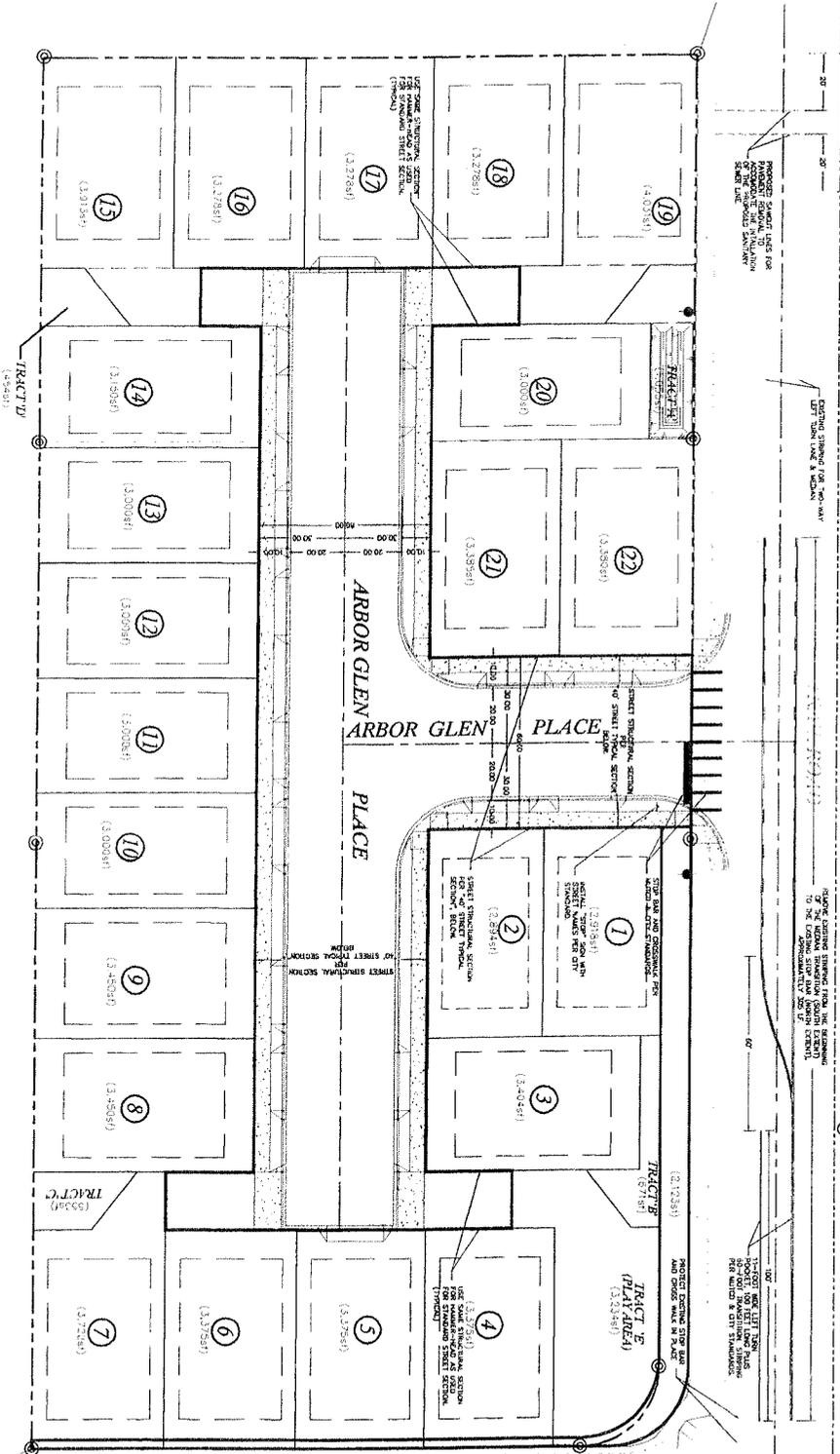
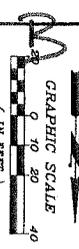
SHEET 28, 7TH, 85TH, 93RD, 95TH, W.M., SAGINAW COUNTY  
**PRELIMINARY PLAT OF ARBOR GLEN**  
 PAVING, STRIPING & SIGNAGE PLAN

FOR THE RECORD, THE PLAT IS SUBJECT TO THE FOLLOWING NOTES:  
 1. THE PLAT IS SUBJECT TO THE REVISIONS AND AMENDMENTS TO THE PLAT AS SHOWN ON SHEETS 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

PROPOSED SIGNAGE LISTS FOR  
 ARBOR GLEN PLACE AND ARBOR GLEN PLACE  
 TO BE LOCATED AT THE INTERSECTION OF THE  
 STREET AND THE PROPERTY LINE.

EXISTING STRIPING FOR 3" WIDE MARKING  
 TO BE MAINTAINED AS SHOWN

EXISTING STRIPING FOR 3" WIDE MARKING  
 TO BE MAINTAINED AS SHOWN



**EXHIBIT**

THE PLAT IS SUBJECT TO THE REVISIONS AND AMENDMENTS TO THE PLAT AS SHOWN ON SHEETS 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.	ISSUED BY: T&S & SSB ORDERED BY: T&S & SSB	REVISIONS	DATE	<b>SUMMIT</b> SUMMIT Engineers & Surveyors, Inc. 2810 Oak Highway 98 St. Marys, Virginia, VA 22573 Phone: (540) 418-4889 Fax: (540) 418-4848	SHEET DESCRIPTION PAVING, STRIPING & SIGNAGE PLAN	PRELIMINARY PLAT OF ARBOR GLEN PRODUCED BY: SEDRO-WOOLLEY, WASHINGTON REGISTERED: MARYLAND, VIRGINIA, NORTH CAROLINA, SOUTH CAROLINA, WEST VIRGINIA, DISTRICT OF COLUMBIA, WASHINGTON, D.C., ARIZONA, CALIFORNIA, COLORADO, CONNECTICUT, DELAWARE, FLORIDA, GEORGIA, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, LOUISIANA, MAINE, MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW MEXICO, NEW YORK, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, RHODE ISLAND, SOUTH DAKOTA, TENNESSEE, TEXAS, UTAH, VERMONT, VIRGINIA, WISCONSIN, WYOMING
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**EXHIBIT C**  
**SEPA Checklist**

# EXHIBIT C

TO BE COMPLETED BY APPLICANT

EVALUATION FOR  
AGENCY USE ONLY

## ENVIRONMENTAL CHECKLIST

CITY OF SEDRO-WOOLLEY  
720 Murdock Street  
Sedro-Woolley, Washington 98284  
Phone: (360) 855-0771

### **Purpose of Checklist:**

The State Environmental Policy Act (SEPA), Chapter 43.21 RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the information to help you and the City identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the City decide whether an EIS is required.

### **Instructions for Applicants:**

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if questions do not apply to your proposal, write "do not know" or "does not apply". Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline and landmark designation. Answer these questions if you can. If you have problems the City can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The City may ask you to explain your answers

TO BE COMPLETED BY APPLICANT

EVALUATION FOR  
AGENCY USE ONLY

or provide additional information reasonably related to determining if there may be significant adverse impact.

**Use of checklist for nonproject proposals:**

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply". In addition, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

For non-project actions, the references in the checklist to the words "project", "applicant" and "property or site" should be read as "proposal", "proposer" and "affected geographic area", respectively.

**A. BACKGROUND**

1. Name of proposed project, if applicable:  
Plat of Sali Juelles
2. Name of applicant:  
Himalaya Homes, Inc.
3. Address and phone number of applicant and contact person:  

<u>Contact:</u>	<u>Applicant:</u>
<u>Summit Engineers &amp; Surveyors, Inc.</u>	<u>Himalaya Homes, Inc.</u>
<u>2218 Old Highway 99 So.</u>	<u>9633 Market Place, Suite 201</u>
<u>Mount Vernon, WA 98273</u>	<u>Burlington, WA 98233</u>
<u>(360) 416-4999</u>	<u>(360) 404-2080</u>
<u>Atten: Young-Soo Kim P.E., P.L.S.</u>	<u>Attention: Ben Durham</u>
4. Date checklist prepared:  
February 20, 2006
5. Agency requesting checklist:  
City of Sedro-Woolley
6. Proposed timing or schedule (including phasing, if applicable):  
Late Summer of 2006 through Fall of 2006.
7. Do you have any plans for future additions, expansion or further activity related to or connected with this proposal? If yes, explain.

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No additional phases are planned for this project.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

A Drainage Analysis Report -- by Summit Engineers & Surveyors, Inc., for the project.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the affected geographic area covered by your proposal? If yes, explain.

No.

10. List any government approvals or permits that will be needed for your proposal, if known.

PUD Approval, Fill & Grade Permit, Utility Permit, Right of Way Use Permit, Access Permit.

11. Give brief, complete description of your proposal, including the proposed uses and size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

This project proposes to create twenty-three lots, for the purpose of constructing 23 single-family residences. Access is proposed from Trail road bordering the east side of the property. A public street will be constructed to City Standards from Trail Road to the interior of the lot. Hammerhead turnarounds will be constructed at the north and south ends of the interior public street to provide for emergency vehicles. All primary utilities are available at the site. Stormwater will be detained on-site and the project will meet the stormwater quality discharge requirements.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the

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agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. (Indicate if maps or plans have been submitted as part of a permit application).

The property is located at the southeast corner of Cook Road and Trail Road. The addresses are 755 Cook Road and 605 Trail Road. The project site is located in the

**LEGAL DESCRIPTION**

THE NORTH 368 FEET OF LOT 3, "SEDRO ACREAGE", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF SEDRO-WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXCEPT THE WEST 10 FEET THEREOF.

ALSO EXCEPT A PARCEL OF LAND FOR THE PURPOSE OF STREET RIGHT-OF-WAY ACQUISITION, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE EASTERLY ALONG THE SOUTH MARGIN OF COOK ROAD AND THE NORTH LINE OF SAID PARCEL TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 20 FEET; THENCE WESTERLY, PARALLEL WITH SAID SOUTH MARGIN, A DISTANCE OF 206 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 27 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, TO THE EAST MARGIN OF TRAIL ROAD AND THE WEST LINE OF SAID PARCEL; THENCE NORTHERLY ALONG SAID EAST MARGIN AND SAID WEST LINE TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

SEDRO AC, ACRES 0.69, LESS NORTH 368 FEET AND SOUTH 138 FEET OF LOT 3. ALSO EXCEPT THE WEST 10 FEET THEREOF.

TO BE COMPLETED BY APPLICANT

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B. ENVIRONMENTAL ELEMENTS

1. EARTH

a. General Description of the site (underline one): Flat, rolling, hilly, steep, slopes, mountainous, other.

b. What is the steepest slope on the site (approximate percent slope)?  
5% within the disturbed land area.

c. What general types of soils are found on the site (for example: clay, sand, gravel, peat, and muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

Soil type: Field silt loam protected

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No.

e. Describe the purpose, type and approximate quantities of any filling or grading proposed. Indicate source of fill.

Approximately 1,900 cubic yards of material will be imported/exported for the internal road, building pad preparation and utilities.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

During construction, soil erosion may occur but will be kept to a minimum due to the site grade and soil type. However, all necessary erosion measures will be installed to minimize the causes and to satisfy the Treatment BMP's.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

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The project will be approximately 60% impervious from the roadways, driveways and buildings when fully developed and the rest of the property will be landscaped.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Construction of best management practices (silt fencing, straw blankets, mulching, hydroseeding) will be utilized to minimize erosion and sedimentation.

2. **AIR**

- a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, and industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

During construction: normal construction equipment noise, odor & dust will occur. After project completion; normal vehicle odor & noise will occur by the residents and visitors.

- b. Are there any off-site sources of emissions or odors that may affect your proposal? If so, generally describe.

Unknown.

- c. What are the proposed measures to reduce or control emissions or other impacts to air, if any?

Watering if necessary; emission devices on equipment.

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3. WATER

a. Surface:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, and associated wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No.

- 2) Will the project require any work over, in or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

None.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, propose and approximate quantities if known.

No

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

TO BE COMPLETED BY APPLICANT

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AGENCY USE ONLY

b. Ground

- 1) Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose and approximate quantities if known.

Most of the stormwater will be discharged into the public stormwater collection system. Some stormwater may be infiltrated if conditions and soil are suitable.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals; agricultural, etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

The wastewater will be discharged to the public sanitary sewer collection system.

c. Water Runoff (including storm water)

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

All stormwater runoff will be collected, detained in underground storage pipes, and then discharged at the appropriate rates, per DOE, into the public stormwater collection system.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

Oils and sediment could enter the surface water. However, the stormwater runoff will be cleaned to conform to the water quality standards imposed by the governing agencies.

- d. Proposed measures to reduce or control surface, ground and runoff water impacts, if any.

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Several large storage pipes are proposed to be installed to control the surface runoff. The pipes will be designed and constructed per D.O.E.'s guideline as well as the City's requirements.

4. PLANTS

a. Check or circle types of vegetation found on the site:

- deciduous tree: Alder, Maple, Aspen, Other  
 evergreen tree: Fir, Cedar, Pine, Hemlock  
 shrubs  
 grass  
 pasture  
 crop or grain  
 wet soil plants, cattail, buttercup, bulrush, skunk cabbage,  
other (see enclosed wetland delineation and mitigation  
report)  
 water plants: water lily, eelgrass, milfoil, other  
 other types of vegetation.

b. What kind and amount of vegetation will be removed or altered?

Most of the site is void of trees and the few that are there will likely be removed. New landscaping will be installed as required by the city at the end of construction of the project.

c. List threatened or endangered species known to be on or near the site.

Unknown.

d. List proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.

The site will be re-vegetated by permanent lawns, shrubs, ground cover, and trees in accordance with the City approved landscape plan.

5. ANIMALS

a. Underline any birds and animals which have been observed on or known to be on or near the site:

Birds: hawk, heron, eagle, songbirds, other seagulls  
Mammals: deer, bear, elk, beaver, rabbit, other-seal, otter, whale

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Fish: bass, salmon, trout, herring, shellfish, other:

- b. List any threatened or endangered species known to be on or near the site.

None known.

- c. Is the site part of a migration route? If so, explain.

Unknown.

- d. Proposed measures to preserve or enhance wildlife, if any.

Onsite landscaping.

**6. ENERGY AND NATURAL RESOURCES**

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar), will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electricity and Natural Gas for the heating.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No, Cook Road is to the north and Trail Road is to the west. The project will not shade the southern residences, and may shade a portion of the easterly property in the late afternoon. The easterly property has many large deciduous trees and is mostly shaded by them.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.

All buildings to meet energy efficiency codes.

**7. ENVIROMENTAL HEALTH**

- a. Are there any environmental health hazards, including exposure to toxic chemicals, including risk of fire and explosion, spill or hazardous waste, that could occur as a result of this proposal? List

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other proposed measures to reduce or control energy impacts, if any:

During the construction phase, the new water pipeline will be disinfected with a chlorine solution. All chlorinated water must be neutralized prior to discharge. The disinfectant water and even the final potable water in sufficient quantities can be deleterious to aquatic life.

Also, an existing single-family residence will be demolished. All proper environmental precautions will be taken. Such as, if asbestos is discovered within the existing structure, the appropriate removal techniques will be followed.

- 1) Describe special emergency services that might be required.

Local emergency services are already in place.

- 2) Proposed measures to reduce or control environmental health hazards, if any:

An existing single-family residence will be demolished. All proper environmental precautions will be taken. Such as, if asbestos is discovered within the existing structure, the appropriate removal techniques will be followed.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Noise from traffic on Trail Road and Cook Road will be heard within this development.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)?  
Indicate what hour's noise would come from the site.

Short-term basis: construction equipment noise, 7:30 a.m. to 5:00 p.m. Long-term: typical residential activity noise.

- 3) What are the proposed measures to reduce or control noise impacts, if any?

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None.

8. LAND AND SHORELINE USE

- a. What is the current use of the site and adjacent properties?

Of the two adjacent parcels being developed with this project, only the south parcel has an existing residential structure. The northerly parcel is vacant and covered with grasses.

- b. Has the site been used for agricultural purposes? If so, describe.

If so, not in recent years.

- c. Describe any structures on the site.

The site has one (1) residential structure and a garage, along with some fencing.

- d. Will any structures be demolished? If so, what?

All structures are to be removed.

- e. What is the current zoning classification of the site?

Residential Zone R-15

- f. What is the current comprehensive plan designation of the site?

Residential Zone R-15

- g. If applicable, what is the current shoreline master program environment designation of the site?

N/A.

- h. Has any part of the site been classified an "environmentally sensitive" area? If so, specify.

No.

- i. Approximately how many people would reside or work in the completed project?

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23 families (approximately 92 people).

- j. Approximately how many people would the completed project displace?

One (1) single family residence is currently onsite and will be removed.

- k. Proposed measures to avoid or reduce displacement impacts, if any?

Construct a greater number of units than are to be removed.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

None.

**9. HOUSING**

- a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing.

23 middle-income housing units.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle or low-income housing.

One middle-income housing unit.

- c. What are the proposed measures to reduce or control housing impacts?

None.

**10. AESTHETICS**

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Approximately 25 feet.

Wood siding or equivalent.

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- b. What views in the immediate vicinity would be altered or obstructed?

The view from the south and east would be changed from looking at one residential unit and an open field, to 23 two-story residential units.

- c. What are the proposed measures to reduce or control aesthetic impacts, if any?

Attractive architecture and landscaping.

**11. LIGHT AND GLARE**

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Lighting from houses and vehicle headlights during the nighttime.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not to my knowledge.

- c. What existing off-site sources of light or glare may affect your proposal?

Lights from traffic on Cook Road and Trail Road.

- d. What are the proposed measures to reduce or control light and glare impacts, if any?

Landscaping.

**12. RECREATION**

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Cook Road Playfields located a few hundred feet to the west.

Tesarik Playfields located ¼ mile to the southeast.

Riverfront Park & Ballfield located along the north shore of the Skagit River, approximately a mile and a half to the southeast.

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- b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

- c. What are the proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any?

None.

**13. HISTORIC AND CULTURAL PRESERVATION**

- a. Are there any places or objects listed on, or proposed for, national, state or local preservation registers known to be on or next to the site? If so, generally describe.

No.

- b. Generally describe any landmarks or evidence of historic, archaeological, scientific or cultural importance known to be on the site.

None.

- c. What are the proposed measures to reduce or control impacts, if any?

None.

**14. TRANSPORTATION**

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

Access is proposed from Trail road bordering the east side of the property. A public street will be constructed to City Standards from Trail Road to the interior of the lot. Hammerhead turnarounds will be constructed at the north and south ends of the interior public street to provide for emergency vehicles.

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EVALUATION FOR  
AGENCY USE ONLY

- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Skagit Area Transit Route 300 has a regularly scheduled stop at the Food Pavilion located a ¼ mile to the east.

- c. How many parking spaces would the completed project have? How many would the project eliminate?

Each unit will have a two (2) car garage for a total of 46 parking spaces, plus driveway space and street parking for an additional 2 to 3 spaces per unit.

- d. Will the proposal require any new roads or streets, or improvements to any existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

A entry street with curb returns, and sidewalks will be constructed off of Trail Road.

- e. Will the project use or occur in the immediate vicinity of water, rail or air transportation? If so, generally describe.

No.

- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

Lot 1 - Is expected to generate 220 additional daily trips.

- g. What are proposed measures to reduce or control transportation impacts, if any?

None. Sight Distance and Level of Service is optimum.

15. PUBLIC SERVICES

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

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Yes. However, all public services are available within the immediate vicinity.

- b. What are proposed measures to reduce or control direct impacts on public services, if any?

Pay fair share of impact fees.

**16. UTILITIES**

- a. Circle or underline utilities currently available at the site:

Electricity   Natural Gas   Water   Refuse Service  
Telephone   Sanitary Sewer   Septic System   Cable TV

- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity that might be needed.

Electricity (Puget Sound Energy), public water (PUD No. 1 of Skagit County), natural gas (Cascade Natural Gas), telephone (Verizon Northwest), sanitary sewer (City of Sedro-Woolley), and cable TV (AT&T Cablevision of Washington).

**C. SIGNATURE**

The above answers are true to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:



Date Submitted:

2/21/06

# Vicinity Map

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Joins map 64

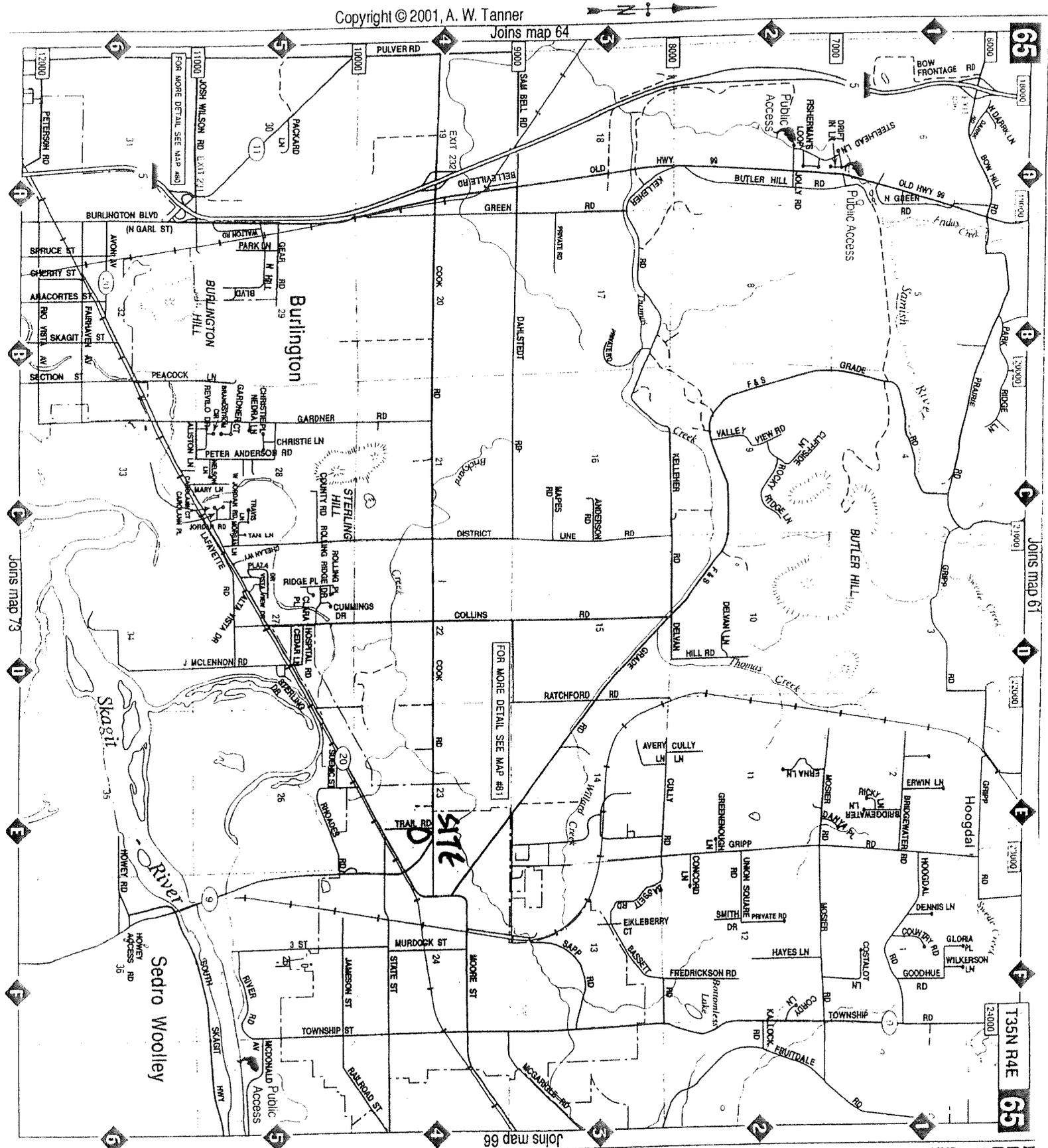
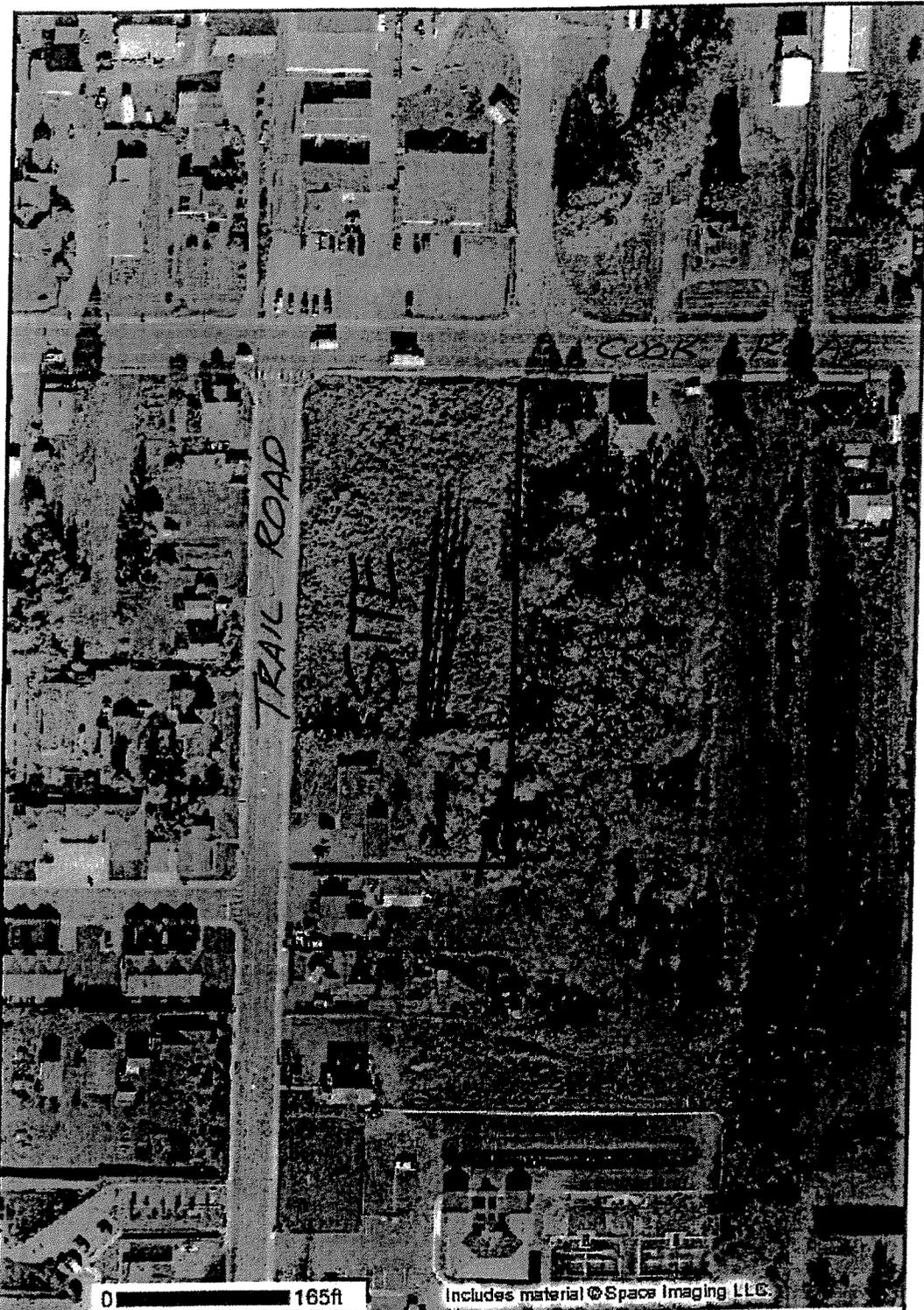


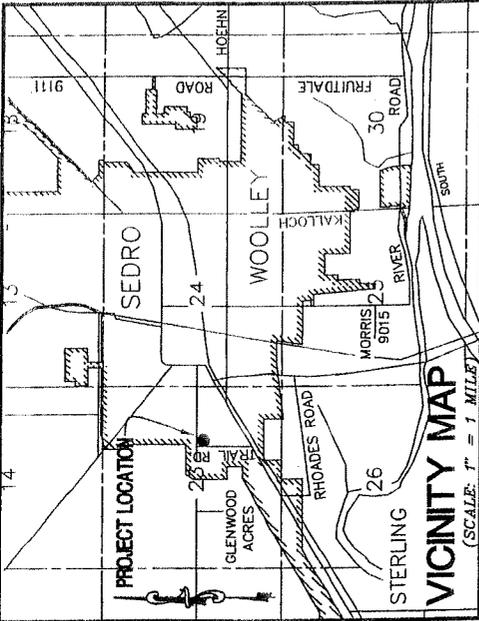
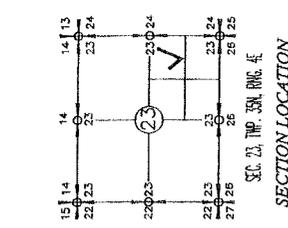
Figure 1

# Skagit County GIS Map



## Skagit County iMap

SKAGIT COUNTY does not attest to the accuracy to the data contained herein and makes no warranty with respect to the correctness or validity of this map. Data contained in this map



**LEGAL DESCRIPTION**  
 NE 1/4 OF SE 1/4 OF SEC. 23,  
 TWP 35 N. RING 4 E. W.M.  
 CITY OF SEDRO-WOOLLEY,  
 SKAGH COUNTY, WASHINGTON

EXCEPT THE WEST 10 FEET THEREOF.  
 ALSO EXCEPT A PARCEL OF LAND FOR THE PURPOSE OF STREET  
 RIGHT-OF-WAY ACQUISITION, DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL;  
 THENCE EASTERLY ALONG THE SOUTH MARGIN OF COOK ROAD AND THE  
 NORTH LINE OF SAID PARCEL TO THE NORTHEAST CORNER OF SAID PARCEL;  
 THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF  
 20 FEET; THENCE WESTERLY, PARALLEL WITH SAID SOUTH MARGIN, A  
 DISTANCE OF 200 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 27  
 FEET; THENCE ALONG SAID CURVE TO THE ARC OF SAID CURVE TO THE  
 EAST MARGIN OF TRAIL ROAD 1, ALONG THE ARC OF SAID CURVE TO THE  
 NORTHERLY ALONG SAID EAST MARGIN AND SAID WEST LINE TO THE POINT  
 OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:  
 LOT 3, AC. 0.69, LESS NORTH 368 FEET AND SOUTH 138 FEET OF  
 LOT 3, ALSO EXCEPT THE WEST 10 FEET THEREOF.

**CITY FINANCE DIRECTORS CERTIFICATE**  
 I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND  
 ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY HEREIN CONTAINED  
 DEDICATED AS STREETS, ALLEYS, OR FOR OTHER PUBLIC USE, ARE PAID IN FULL.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006.

CITY FINANCE DIRECTOR \_\_\_\_\_

**IMPACT FEE NOTICE**  
 ANY LOT WITHIN THIS SUBDIVISION WILL BE SUBJECT TO IMPACT FEES  
 ANY LOT WITHIN THIS SUBDIVISION WILL BE SUBJECT TO IMPACT FEES  
 OF SEDRO-WOOLLEY ORDINANCE NO. 2552 AND 2596.

**NOTE**  
 1. ALL ROOF AND POOTHING BRANS SHALL BE TIGHT LINED TO A STORM  
 DRAINAGE SYSTEM. COURTS OR STAIRWAYS MAY BE USED FOR  
 STORMWATER CONVEYANCE WITH APPROVAL BY THE CITY ENGINEER.  
 2. MAINTENANCE OF THE DRAINAGE FACILITY SHALL BE THE RESPONSIBILITY OF  
 THE HOMEOWNERS ASSOCIATION.  
 3. TRACTS "A", "B", "C", & "D" ARE RESERVED FOR OPEN AND LANDSCAPE  
 AREAS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

**P.U.D. UTILITY EASEMENT PROVISIONS**  
 EASEMENTS ARE GRANTED TO PUBLIC UTILITY DISTRICT NO. 1 OF SKAGH COUNTY  
 WASHINGTON, A MUNICIPAL CORPORATION, ITS SUCCESSORS OR ASSIGNS, THE PERPETUAL  
 USE AND AUTHORITY ENABLING THE DISTRICT TO DO ALL THINGS NECESSARY  
 OR PROVED IN THE EXERCISE OF SUCH USES, INCLUDING THE RIGHT TO CONDUIT COMMUNICATION  
 LINE, LINES OR RELATED FACILITIES, INCLUDING THE RIGHT TO CONDUIT COMMUNICATION  
 MAINTAIN, INSPECT, IMPROVE, RESTORE, ALTER, REPAIR, REPLACE, RELOCATE, CONNECT TO  
 AND LOCATE AT ANY TIME A PIPE OR PIPES, LINE OR LINES OR RELATED FACILITIES,  
 COMMUNICATION LINES OR OTHER SERVICES FOR THE TRANSPORTATION OF WATER, AND  
 UNDER THE LANDS AS SHOWN ON THIS PLAT TOGETHER WITH THE RIGHT OF ACCESS TO  
 RIGHT TO CUT AND/OR TRIM ALL BRUSH, OR OTHER GROWTH STANDING OR GROWING UPON  
 LANDS OF THE GRANITOR WHICH, IN THE OPINION OF THE DISTRICT, CONSTITUTES A  
 HAZARD TO THE LINES, THE GRANITOR OR PERSONS OR PROPERTY BY REASON OF  
 VEGETATION OR DEBRIS TRIMMED, CUT, AND REMOVED FROM THE EASEMENT PURSUANT TO  
 THIS AGREEMENT IS VESTED IN THE DISTRICT.

GRANTOR, ITS HEIRS, SUCCESSORS, OR ASSIGNS HEREBY CONVEYS AND AGREES, NOT TO  
 CONSTRUCT OR PERMIT TO BE CONSTRUCTED STRUCTURES OF ANY KIND ON THE  
 EASEMENT AREA WITHOUT WRITTEN APPROVAL OF THE GENERAL MANAGER OF THE  
 DISTRICT. GRANITOR SHALL CONDUCT ITS ACTIVITIES AND ALL OTHER ACTIVITIES ON  
 THE EASEMENT AREA IN SUCH A MANNER AS NOT TO INTERFERE WITH, OBSTRUCT OR ENDANGER THE  
 USEFULNESS OF THE LINES, OR FACILITIES OR SERVICES MAINTAINED OR TO BE MAINTAINED  
 UPON THE EASEMENT OR IN ANY WAY INTERFERE WITH, OBSTRUCT OR  
 ENDANGER THE DISTRICT'S USE OF THE EASEMENT.

**TREASURERS CERTIFICATE**  
 I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND ALL  
 SPECIAL ASSESSMENTS ON ANY PROPERTY HEREIN CONTAINED DEDICATED AS  
 STREETS, ALLEYS, OR FOR OTHER PUBLIC USES ARE PAID IN FULL.

SKAGH COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

**UTILITY PURVEYORS**  
 SANITARY SEWER: CITY OF SEDRO-WOOLLEY  
 STORM: CITY OF SEDRO-WOOLLEY  
 WATER: P.U.D. #1 OF SKAGH COUNTY  
 NATURAL GAS: VERIZON NORTHWEST  
 CABLE TV: AT&T CABLEVISION OF WA, INC.

**ACKNOWLEDGEMENT**  
 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006, BEFORE ME THE UNDERSIGNED,  
 A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO  
 BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE DECLARATION  
 HEREIN, AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME  
 AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND  
 PURPOSES THEREIN MENTIONED.

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

NOTARY PUBLIC \_\_\_\_\_  
 IN AND FOR THE STATE OF WASHINGTON,  
 RESIDING AT \_\_\_\_\_

**ACKNOWLEDGEMENT**  
 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006, BEFORE ME THE UNDERSIGNED,  
 A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO  
 BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE DECLARATION  
 HEREIN, AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME  
 AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND  
 PURPOSES THEREIN MENTIONED.

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

NOTARY PUBLIC \_\_\_\_\_  
 IN AND FOR THE STATE OF WASHINGTON,  
 RESIDING AT \_\_\_\_\_

**APPROVALS**  
 EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006.

CITY ENGINEER \_\_\_\_\_  
 APPROVED BY THE COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006.

MAYOR \_\_\_\_\_  
 ATTEST: \_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_

**UTILITY EASEMENT PROVISIONS**  
 A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF  
 SEDRO-WOOLLEY, PUBLIC UTILITY DISTRICT NO. 1 OF SKAGH COUNTY, RUSSET SOUND  
 ENERGY, INC., CASCADE NATURAL GAS CORPORATION, VERIZON, AND AT&T CABLEVISION  
 OF WASHINGTON, INC., AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND  
 UPON THE LANDS SHOWN ON THIS PLAT TOGETHER WITH THE RIGHT OF ACCESS TO  
 SPACE IN WHICH TO LOCATE, MAINTAIN, INSPECT, IMPROVE, RESTORE, ALTER, REPAIR,  
 REPLACE, RELOCATE, CONNECT TO AND LOCATE AT ANY TIME A PIPE OR PIPES, LINE OR  
 LINES OR RELATED FACILITIES, INCLUDING THE RIGHT TO CONDUIT COMMUNICATION  
 LINE, LINES OR RELATED FACILITIES, INCLUDING THE RIGHT TO CONDUIT COMMUNICATION  
 MAINTAIN, INSPECT, IMPROVE, RESTORE, ALTER, REPAIR, REPLACE, RELOCATE, CONNECT TO  
 AND LOCATE AT ANY TIME A PIPE OR PIPES, LINE OR LINES OR RELATED FACILITIES,  
 COMMUNICATION LINES OR OTHER SERVICES FOR THE TRANSPORTATION OF WATER, AND  
 UNDER THE LANDS AS SHOWN ON THIS PLAT TOGETHER WITH THE RIGHT OF ACCESS TO  
 RIGHT TO CUT AND/OR TRIM ALL BRUSH, OR OTHER GROWTH STANDING OR GROWING UPON  
 LANDS OF THE GRANITOR WHICH, IN THE OPINION OF THE DISTRICT, CONSTITUTES A  
 HAZARD TO THE LINES, THE GRANITOR OR PERSONS OR PROPERTY BY REASON OF  
 VEGETATION OR DEBRIS TRIMMED, CUT, AND REMOVED FROM THE EASEMENT PURSUANT TO  
 THIS AGREEMENT IS VESTED IN THE DISTRICT.

**DEVELOPER (OWNER)**  
 HIMALAYA HOMES, INC.  
 9633 MARKET PLACE, SUITE 201  
 LAKE STEVENS, WA 98026

**APPROVALS**  
 EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006.

CITY ENGINEER \_\_\_\_\_  
 APPROVED BY THE COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006.

MAYOR \_\_\_\_\_  
 ATTEST: \_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_

**UTILITY PURVEYORS**  
 SANITARY SEWER: CITY OF SEDRO-WOOLLEY  
 STORM: CITY OF SEDRO-WOOLLEY  
 WATER: P.U.D. #1 OF SKAGH COUNTY  
 NATURAL GAS: VERIZON NORTHWEST  
 CABLE TV: AT&T CABLEVISION OF WA, INC.

**ACKNOWLEDGEMENT**  
 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006, BEFORE ME THE UNDERSIGNED,  
 A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO  
 BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE DECLARATION  
 HEREIN, AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME  
 AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND  
 PURPOSES THEREIN MENTIONED.

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

NOTARY PUBLIC \_\_\_\_\_  
 IN AND FOR THE STATE OF WASHINGTON,  
 RESIDING AT \_\_\_\_\_

**ACKNOWLEDGEMENT**  
 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006, BEFORE ME THE UNDERSIGNED,  
 A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO  
 BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE DECLARATION  
 HEREIN, AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME  
 AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND  
 PURPOSES THEREIN MENTIONED.

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

NOTARY PUBLIC \_\_\_\_\_  
 IN AND FOR THE STATE OF WASHINGTON,  
 RESIDING AT \_\_\_\_\_

**TREASURERS CERTIFICATE**  
 I HEREBY CERTIFY THAT THIS PLAT, TITLED "PLAT OF SALI  
 JELLES" IS PLACED UPON THE RECORDS OF THE SUBDIVISION OF SECTION 30,  
 TOWNSHIP 34N, RANGE 4E, W.M., COURSE AND DISTANCE BEING FULLY  
 THEREON THAT THE THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS  
 STAKED CORRECTLY ON THE GROUND; AND THAT I HAVE FULLY COMPLIED WITH THE  
 PROVISIONS OF THE STATUTES AND PLATTING REGULATIONS.

YOUNG-500 KM, P.L.S. #32169

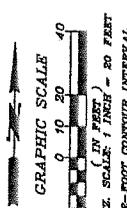
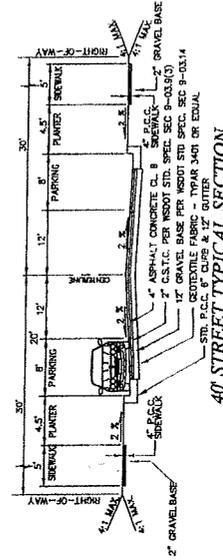
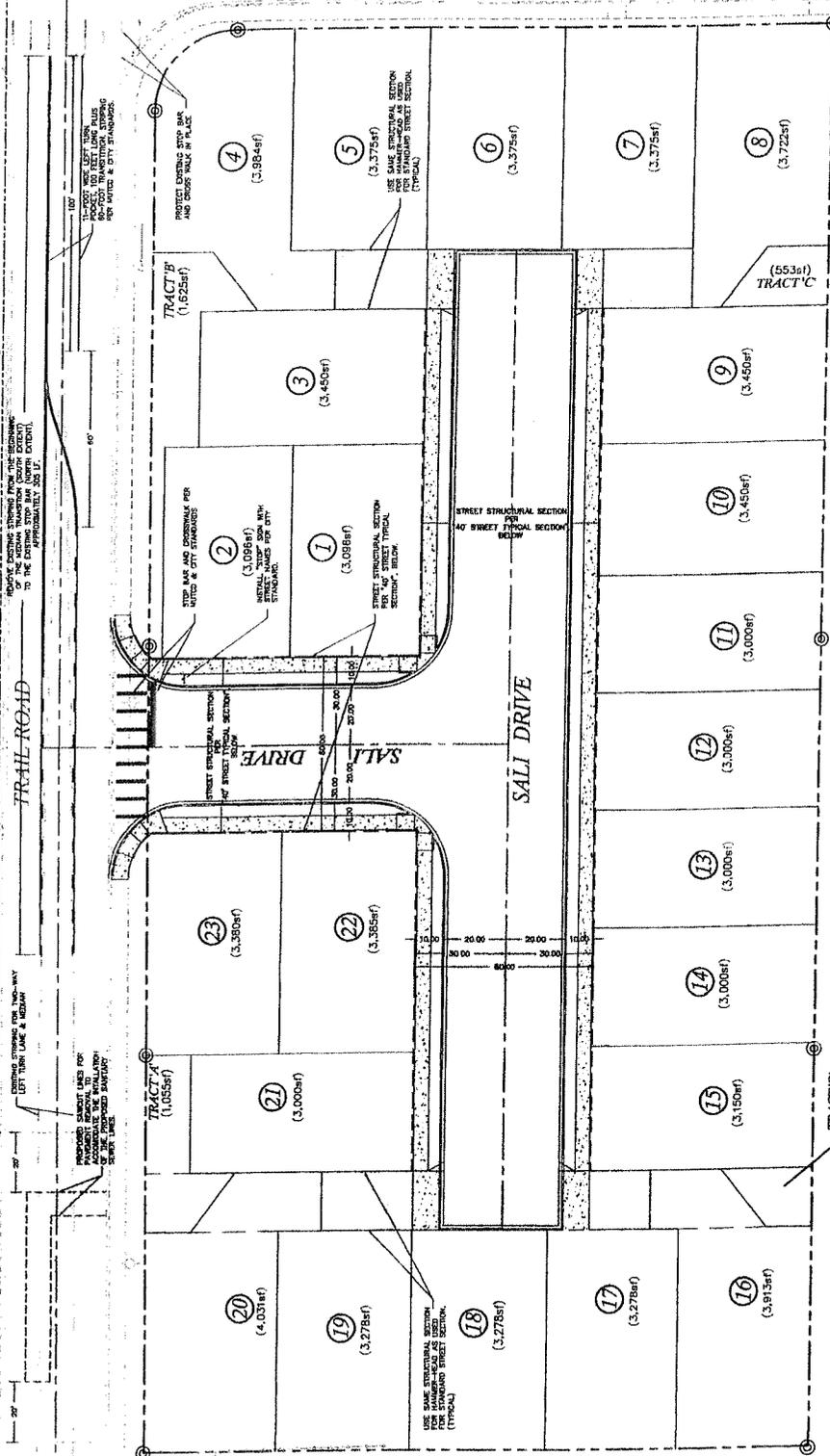
**ZONING**  
 ZONING: RESIDENTIAL ZONE (R-15)

**SURVEY EQUIPMENT & PROCEDURE**  
 THIS SURVEY WAS COMPLETED AND ACCOMPISHED BY FIELD TRAVERSE  
 USING A NIKON DTM-520 TOTAL STATION IN FEBRUARY, 2006.





SEC. 23, T1N. 36N. R1G. 4E, W.M. SEAGH COUNTY  
 PRELIMINARY PLAN OF SALLI JUELLES  
 PAVING, STRIPING & SIGNAGE PLAN



CALL BEFORE YOU DIG  
 1-800-424-9355

PRELIMINARY PLAN OF SALLI JUELLES PROJECT: SEDRO-WOOLLEY, WASHINGTON DEVELOPER: MALVA HOMES, INC., ATTOR: BEN DORRALL, 8333 MARKET PLACE SUITE 201, LAKE WASHINGTON, WA, 98038	2 of 3
SUMMIT ENGINEERS & SURVEYORS, INC. 2118 Old Highway 28 St. Mount Vernon, WA, 98273 Phone: (509) 416-9999 Fax: (509) 416-9949	PAVING, STRIPING & SIGNAGE PLAN
DATE: _____ REVISIONS: _____ DESIGNED BY: YSK & SDB DRAWN BY: YSK & SDB CHECKED BY: YSK	N.T.S. SHEET DESCRIPTION





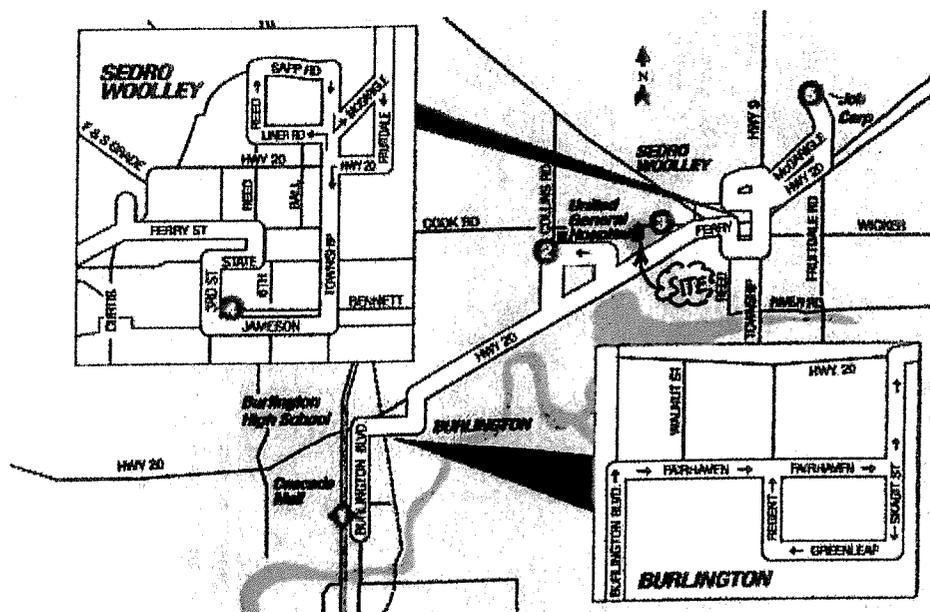
**Skagit Transit...  
Freedom and Independence**

- Home
- Routes
- Rider Information
- Fares
- Additional Services
- Inside Skagit Transit
- News Releases
- Site Map

## Routes

- Home
- Routes
- Route 204
- Route 205
- Route 207
- Route 207C
- Route 208 North
- Route 208 South
- Route 300
- Route 410 Anacortes
- Route 513
- Route 615
- Route 717
- County Connector

### Route 300 - Cascade Mall / Sedro Woolley



[Click Here to enlarge](#)

### 300 West Sedro-Woolley / Cascade Mall

Job Corps	Sedro-Woolley High School	Food Pavilion Sedro-Woolley	United General Hospital	Cascade Mall Burlington
5	4	3	2	1
7:00a	7:10a	7:15	7:25a*	8:00a
8:15a	8:25a	8:30a	8:40a	8:50a
9:15a	9:25a	9:30a	9:40a	10:05a
10:15a	10:25a	10:30a	10:40a	11:05a
11:15a	11:25a	11:30a	11:40a	12:05p
12:15p	12:25p	12:30p	12:40p	1:05p
1:15p	1:25p	1:30p	1:40p	2:05p

2:15p	2:25p	2:30p	2:40p	3:05p
3:15p	3:25p	3:30p	3:40	4:05p
4:15p	4:25p	4:30p	4:40p	5:05p
5:15p	5:25p	5:30p	5:40p	6:05p
6:45p	NS	6:55p	NS	7:15p
7:45p	NS	7:55p	NS	8:15p

\*At 7:30 am Route 300 will travel to the west side of Burlington; Fairhaven to Norris to Peterson and return the same way to Burlington Blvd. before proceeding to the Cascade Mall.

**300 East Cascade Mall / Sedro-Woolley**

Cascade Mall Burlington	United General Hospital	Food Pavilion Sedro-Woolley	Sedro-Woolley High School	Job Corp
1	2	3	4	5
8:15a	8:35a	8:40a	8:50a	9:05a
<b>9:15a</b>	<b>9:35a</b>	<b>9:40a</b>	<b>9:50a</b>	<b>10:05a</b>
10:15a	10:35a	10:40a	10:50a	11:05a
<b>11:15a</b>	<b>11:35a</b>	<b>11:40a</b>	<b>11:50a</b>	<b>12:05p</b>
12:15p	12:35p	12:40p	12:50p	1:05p
<b>1:15p</b>	<b>1:35p</b>	<b>1:40p</b>	<b>1:50p</b>	<b>2:05p</b>
2:15p	2:35p	2:40p	2:50p	3:05p
<b>3:15p</b>	<b>3:35p</b>	<b>3:40p</b>	<b>3:50p</b>	<b>4:05p</b>
4:15p	4:35p	4:40p	4:50p	5:05p
<b>*5:15p</b>	<b>*5:35p</b>	<b>*5:40p</b>	<b>*5:50p</b>	<b>*6:05p</b>
6:15p**	NS	6:25p	NS	6:45p
7:15p	NS	6:25p	NS	7:45p
8:15p	NS	8:25p	NS	8:45p

**Saturday service is in bold numbers.**

**El horaria del Sabado estan escritas en letras obscuras.**

\*This run is made on Saturday only. At 5:05pm M-F this Route 300 bus becomes Route 717. It travels to Food Pavilion In Sedro Woolley via Ska Valley College and arrives at 5:45pm.

\*\*NOTE: After 6:15p, Route 300 will become an Express Route through Sedro

Woolley. It will use Ferry St. to travel between Township St. and Food Pavilion will travel to United General Hospital, the Reed and Sapp Loop, and Sedro-Woolley High School by request only. For a pick-up, call Customer Service at 757-4433.

**\*\*NOTA:** Despues de las 6:15pm, la ruta 300 se convierte en un autobus expr por Sedro-Woolley. Viaja en Ferry St. desde Township St. hasta Food Pavilion. Viaja al United General Hospital, las calles Reed y Sapp, y Sedro-Woolley High School solamente a solicitud.

600 County Shop Lane – Burlington, WA – 360-757-4433 or 360-299-2424

**EXHIBIT D**  
**Notice of Application and MDNS**

# EXHIBIT D

## Notice of Application & Mitigated Determination of Non-Significance - Preliminary Plat of Sali Juelles

**Project Description:** Preliminary Plat of Sali Juelles. Approximately 2.486 acres zoned Residential 15 (R-15). The Applicant is proposing to divide the property into 22 residential lots. The application includes a variance request from the bulk zoning requirements to reduce the side-yard setback from 8ft to 5ft for two-story structures.

**Project Location:** The property is located at the corner of Cook and Trail Roads, Assessor's parcel numbers P76918 and P76919. The complete application file, including legal description, is on file and available for review at the Planning Department located at 720 Murdock Street.

**Project Applicant:** Himalaya Homes, Inc. 9633 Market Place, Suite 201, Lake Stevens WA 98258. Contact person: Ben Durham (425) 377-8600.

**Environmental Review:** The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement is not required under RCW section 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist, stormwater analysis Report and other information on file with the lead agency. This information is available to the public on request. Planning Department office hours are 8:00 a.m. to 5:00 p.m., Monday, Wednesday, Thursday and Friday. This determination is based upon the following mitigation being provided by the applicant:

1. Impact Fees and General Facilities charges shall be assessed and collected at the rate adopted by ordinance at the time of building permit issuance;
2. Submit a lighting plan indicating the location of any lighting within the project. Lighting shall be shielded so as not to spill onto neighboring properties;
3. Locate and install fire hydrants as approved by the Fire Chief;
4. Contribute voluntary police impact fees of \$202.96 per unit as per the City of Sedro-Woolley Comprehensive Plan Capital Facilities Element;
5. Coordinate Public Transportation Improvements, as may be required, with Skagit Transit (SKAT);
6. Locate and install of mailboxe(s) as approved by the Postmaster;
7. Coordinate School District mitigation, as may be required, with the Sedro-Woolley School District;
8. Coordinate installation of public water infrastructure improvements with Skagit Public Utility District No. 1;
9. Provide playground equipment for the designated play area with equipment suitable for a variety of age groups as approved by the Planning Director;
10. Provide 10ft wide street landscaping pursuant to SWMC 17.50.050, along Cook and Trail Roads;
11. Re-stripe lanes on Trail Road pursuant to SWMC 16.08.052 and as approved by the City Engineer;
12. Increase sidewalk width to 11' along Trail Road frontage, and 8' along Cook Road frontage as approved by City Engineer.

13. Dedicate an additional 10' ROW along Trail Road frontage and 3' along Cook Road frontage.
14. Hours of construction shall be limited to 7:00 a.m. to 9:00 p.m. weekdays and 8:00 a.m. to 9:00 p.m. weekends as required in SWMC 9.46.020;
15. All construction traffic shall use an approved temporary construction access with a 100' geotextile and quarry spall construction entrance;
16. Comply with Northwest Clean Air Agency Regulations during construction activities.
17. Comply with all local, state and federal regulations, including Sedro-Woolley Municipal Code Title 13.36 Stormwater Management Standards; Title 13.40 Stormwater Facilities Maintenance; Title 15.40 Public Works Construction Standards; Title 16 Subdivisions, Title 17 Zoning; Sedro-Woolley Public Works Design Standards and the Sedro-Woolley Comprehensive Plan.

**Required Permits:** Fill and Grade; Right-of-Way; Access; and Building Permits.

**Required Studies:** Stormwater Analysis & Design Report, Traffic Impact Analysis Report,

**Existing Environmental Documents:** SEPA checklist, Critical Areas Checklist

The complete application, all documents and evidence relied upon by the applicant, and applicable criteria are available for inspection at no cost at the City Planning Department and copies will be provided at the requestor's cost. Office hours are Monday through Friday, 7:30 a.m. to 5:00 p.m.

**Development regulations used for project review/mitigation:** SWMC 16.08 Subdivisions; SWMC 17.12 Residential 7; SWMC 17.65 Critical Areas; SWMC 2.88 Environmental Policy; SWMC 2.90 Consolidated Planning Procedures; SWMC 15.40 Public Works Construction Standards; Sedro-Woolley Public Works Design Standards; Sedro-Woolley Comprehensive Plan.

This MDNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 15 days from date of issue. Comments must be submitted by **Friday April 28, 2006**. Written or electronic comments may be submitted to Planning Director, City of Sedro-Woolley, 720 Murdock Street, Sedro-Woolley, Washington, 98284.

Written appeals of this threshold determination must be received by the Responsible SEPA Official at the above address no later than 5:00 p.m. Friday, April 28, 2006 and must be accompanied by a \$200 Appeal Fee. The appeal must follow the procedure established in Sedro-Woolley Municipal Code Section 2.88.170. The rule may be viewed at the following link: [http://search.mrsc.org/nxt/gateway.dll/sdrwmc?f=templates&fn=sdrwpage.htm\\$vid=municodes:SedroWoolley](http://search.mrsc.org/nxt/gateway.dll/sdrwmc?f=templates&fn=sdrwpage.htm$vid=municodes:SedroWoolley) or call the City of Sedro-Woolley Planning Department at 360-855-0771 to obtain a copy.

**Responsible Official:** Allen Rozema, Planning Director

**Address:** 720 Murdock Street, Sedro-Woolley, WA. 98284

**Date of Issue:** Friday April 14, 2006

**Date of publication:** Published in Skagit Valley Herald on Wednesday, April 19, 2006

**Signature:** \_\_\_\_\_

**Planning Director**

**EXHIBIT E**  
**Notice of Public Hearing**

# EXHIBIT E

## NOTICE OF PUBLIC HEARING

Tuesday, May 16, 2006 6:30pm

Sedro-Woolley Municipal Courtroom

720 Murdock, Sedro-Woolley

**Application:** Subdivision #06-SD-2

**Applicant:** Himalaya Homes, Inc. 9633 Market Place, Suite 201, Lake Stevens WA 98258.  
Contact person: Ben Durham (425) 377-8600

**Address:** 755 Cook road and 605 Trail Road

**Assessors Parcel Number(s):** P76918 and P76919

**Request:** The applicant wishes to subdivide approximately 2.486 acres zoned Residential 15 (R-15) into 22 residential lots. The applicant is also requesting a variance from the bulk zoning requirements to reduce the side-yard setback from 8ft to 5ft for two-story structures. A complete copy of the application is available for review at the Sedro-Woolley Planning Department. Planning Department office hours are 8:00 a.m. to 5:00 p.m., Monday, Wednesday, Thursday and Friday.

**Project Approvals Required:** Clear & Grade Permit, Access Permit, ROW Permit, Building Permits and a Zoning Variance for a 5-ft side yard setback.

**Reports Required or Requested:** Stormwater Design Report

**Environmental Documents:** SEPA MDNS, SEPA Checklist, Critical Areas Checklist

**Public Comment Period:** Interested persons may comment on the application, receive notice, and participate in any hearings, request a copy of the decision, and appeal the decision. Written or oral testimony may be submitted to: Planning Director, City of Sedro-Woolley, 720 Murdock Street, Sedro-Woolley, Washington, 98284 (Phone: (360) 855-0771), **until 4:30 of the date of the public hearing.**

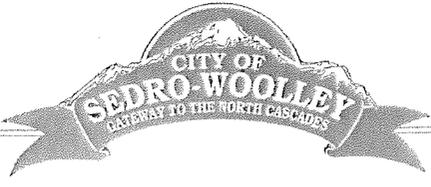
**Public Hearing:** The Sedro-Woolley Planning Commission will hold a public hearing on the Preliminary Plat application on Tuesday, May 16, 2006 at 6:30pm at the Sedro-Woolley Municipal Courtroom, 720 Murdock, Sedro-Woolley, Washington 98284.

**Date of Application:** February 3, 2006

**Date of Notice of Completion:** April 4th, 2006

**Notice Published:** Wednesday, April 26, 2006

**EXHIBIT F**  
**Affidavit of Mailing**



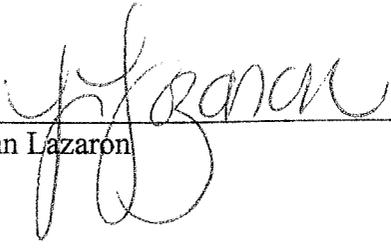
AFFIDAVIT OF MAILING

STATE OF WASHINGTON)  
:  
COUNTY OF SKAGIT )

I, Jo Ann Lazon, of the Sedro-Woolley Planning Department of Sedro-Woolley, Washington, do hereby swear that on April 24, 2006 I mailed a true and correct copy of the attached Notice to Adjacent property owners to subdivide approximately 2.486 acres zoned Residential (R-15) into 22 residential lots. A request for a variance from the bulk zoning requirements to reduce the side-yard setback from 8 feet to 5 feet for two-story structures.

SEE ATTACHED SHEET

Said notices were enclosed in sealed envelopes, addressed as above with postage fully affixed and deposited in the United States Post Office at Sedro-Woolley, Washington on said date.

  
\_\_\_\_\_  
Jo Ann Lazon

**EXHIBIT G**  
**Affidavit Posting**

# EXHIBIT G

## City of Sedro-Woolley AFFIDAVIT OF POSTING

*Due to the type of permit that you are applying for, you are required to post a Notice of Land Use Action sign on your property. When your application is complete, you will then receive a letter of complete application in the mail including a deadline for posting the notice on your property. Procedures for posting are listed below:*

I, ERIC JURY do hereby certify that on this 25<sup>th</sup>

day of April, 2006, I posted the attached document at

my property located at 755 COOK RD.

on a Notice of Land Use Action sign provided to me by the City of Sedro-Woolley.

**Signs which meet posting requirements may be checked out at the City Planning Department with a deposit of \$25 or \$70, depending on the style which you choose. The deposit is refunded to the applicant when the sign is returned to the city in acceptable condition.**

I further understand that I am required to comply with the requirements listed below:

### SWMC 2.90.030

1. Posting of the property for site-specific proposals shall consist of one or more notice boards as follows:

a. A single notice board shall be placed by the applicant at the midpoint of the street fronting the site or as otherwise directed by the director for maximum visibility, five feet inside the street property line, except when the board is structurally attached to an existing building; provided, that no notice board shall be placed more than five feet from the street without approval of the director, so that the top of the notice board is between five to six feet above grade, and where it is completely visible to pedestrians.

b. Additional notice boards may be required when the site does not abut a public road, a large site abuts more than one public road, or the director determines that additional notice boards are necessary to provide adequate public notice.

c. Notice boards shall be maintained in good condition by the applicant during the notice period, in place at least 30 days prior to the date of any hearing, and at least 15

days prior to the end of any required comment period, and removed within 15 days after the end of the notice period.

d. Removal of the notice board prior to the end of the notice period shall be cause for discontinuance of the department review until the notice board is replaced and remains in place for the specified time period.

e. An affidavit of posting shall be submitted to the director by the applicant at least 10 days prior to the hearing or final comment date. If an affidavit is not filed as required, any scheduled hearing or date by which the public may comment on the application shall be postponed until there is compliance with the notice requirement.

f. Notice boards shall be constructed and installed in accordance with specifications promulgated by the director.

  
\_\_\_\_\_  
Applicant

4/25/06  
\_\_\_\_\_  
Date

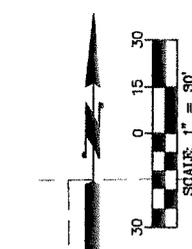
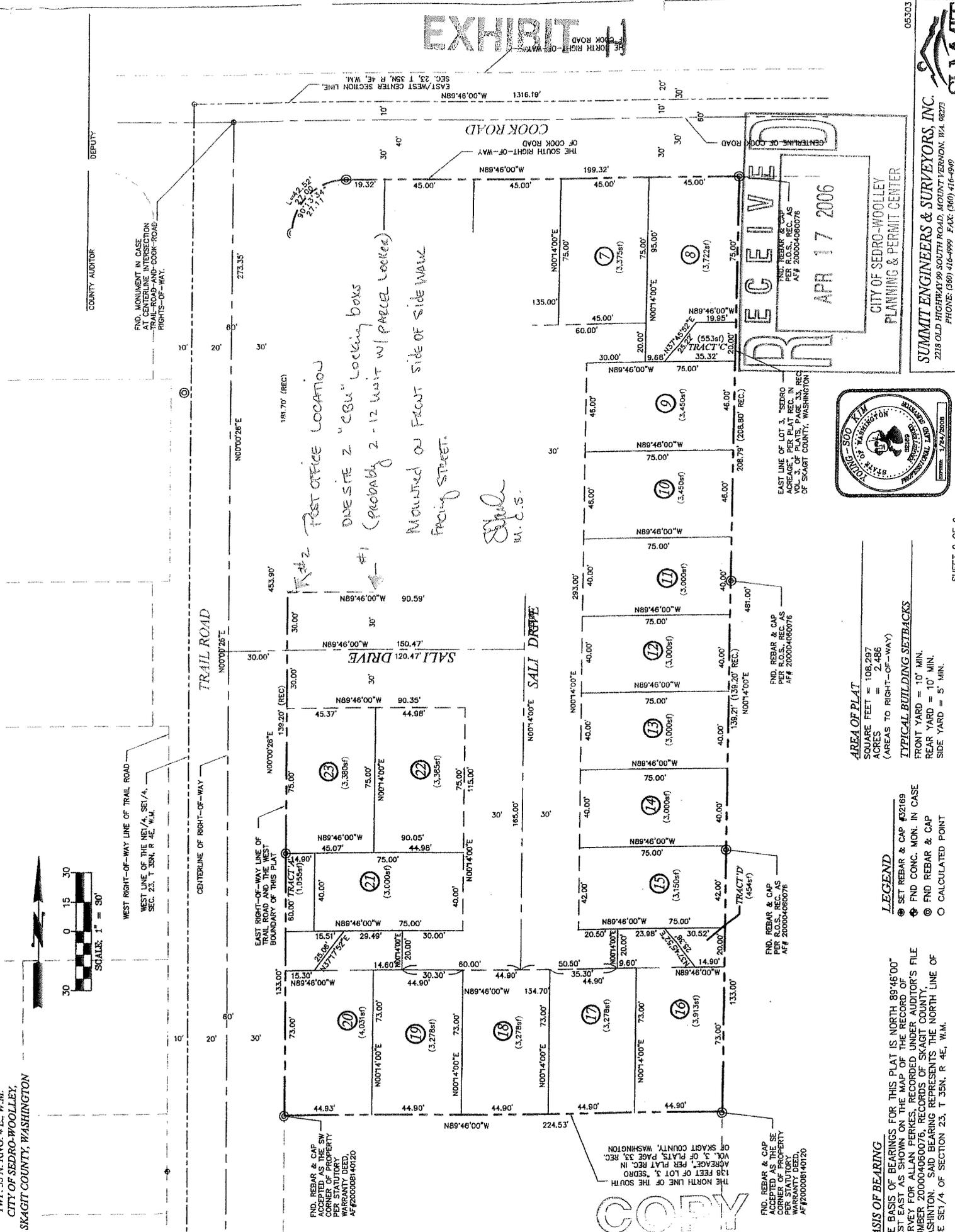
**EXHIBIT H**  
**Comments from Post Master**



FILED FOR RECORD AT THE REQUEST OF SUMMIT ENGINEERS & SURVEYORS, INC.

NE 1/4 OF SE1/4 OF SEC. 23,  
TWP. 35 N. RANG. 4 E., W.M.  
CITY OF SEDRO-WOOLLEY,  
SKAGIT COUNTY, WASHINGTON

# EXHIBIT



WEST RIGHT-OF-WAY LINE OF TRAIL ROAD  
WEST LINE OF THE NE 1/4, SE 1/4,  
SEC. 23, T. 35N., R. 4E., W.M.

TRAIL ROAD  
N00°00'28"E

CENTERLINE OF RIGHT-OF-WAY

EAST RIGHT-OF-WAY LINE OF TRAIL ROAD AND THE WEST BOUNDARY OF THIS PLAT

N00°00'28"E

181.70' (REC)

453.90'

30.00'

30.00'

30.00'

30.00'

30.00'

30.00'

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30.00'



**RECEIVED**  
CITY OF SEDRO-WOOLLEY  
PLANNING & PERMIT CENTER  
APR 17 2006

EAST LINE OF LOT 3, "SEDRO REBAR & CAP PER R.O.S., REC. AS AFR# 200004060076 VOL. 3, OF PLATS, PAGE 33, REC. OF SKAGIT COUNTY, WASHINGTON

**AREA OF PLAT**  
SQUARE FEET = 108,297  
ACRES = 2.486  
(AREAS TO RIGHT-OF-WAY)  
**TYPICAL BUILDING SETBACKS**  
FRONT YARD = 10' MIN.  
REAR YARD = 10' MIN.  
SIDE YARD = 5' MIN.

**LEGEND**  
● SET REBAR & CAP #32169  
⊙ FND CONC. MON. IN CASE  
⊙ FND REBAR & CAP  
○ CALCULATED POINT

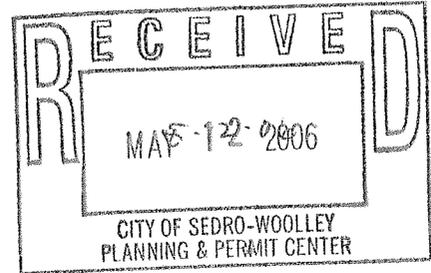
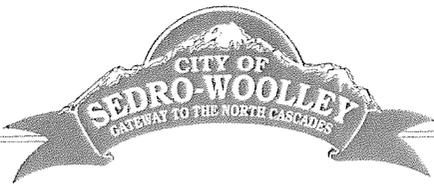
**BASIS OF BEARING**  
THE BASIS OF BEARING FOR THIS PLAT IS NORTH 89°45'00" WEST EAST AS SHOWN ON THE MAP OF THE RECORD OF SURVEY FOR ALLAN PERKES, RECORDED UNDER AUDITOR'S FILE NUMBER 200004060076, RECORDS OF SKAGIT COUNTY, WASHINGTON. SAID BEARING REPRESENTS THE NORTH LINE OF THE SE 1/4 OF SECTION 23, T. 35N., R. 4E., W.M.

**COPY**

05303  
**SUMMIT ENGINEERS & SURVEYORS, INC.**  
2218 OLD HIGHWAY 99 SOUTH ROAD, MOUNT VERNON, WA 98273  
PHONE: (360) 416-8999 FAX: (360) 416-9949  
E-MAIL: YXW@SUMMITES.COM

**EXHIBIT I**  
**Public Comments**

**a) John Lee, 820 Cook Road, Sedro-Woolley**



Re: 06-SD-2

Sedro-Woolley Planning Commission

Dear Sirs and Madams,

This development is just across and down the street from my house. I welcome additional growth in my area.

I would like the planning commission to consider additional walking access to Cook Road. One of the nice things about our neighborhood is the convenience of Food Pavilion and two parks. We have excellent sidewalk access to these amenities.

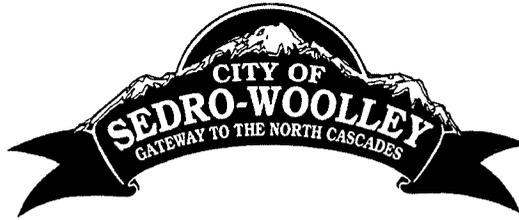
Access to the Cook Road sidewalk can be done at two locations on this project at tract A and most importantly at tract C and along the east side of lot 7.

This will enable this neighborhood to have walking access to the grocery store and the parks.

Yours truly

John Lee

820 Cook Rd



## **MEMORANDUM**

**TO:** Mayor Dillon and City Council

**FROM:** Allen Rozema, City Planner

**DATE:** Wednesday, June 7, 2006

**SUBJECT:** Preliminary Plat of Arbor Glen

### **PROJECT DESCRIPTION / HISTORY**

The preliminary plat of Arbor Glen is a proposed 22-lot subdivision on approximately 2.486 acres on the corner of Trial Road and Cook Road. The land is zoned R-15 which allows 15 units per acre. The application included a variance request from the bulk zoning requirements to reduce the side-yard setback from 8ft to 5ft for two-story structures.

City staff reviewed the proposed preliminary plat of Arbor Glen and has determined the proposed preliminary plat meets the requirements of SWMC chapters 15, 16 and 17.

The Planning Commission held an open record hearing on Tuesday, May 23, 2006. Only one public comment was received. The Planning Commission recommended approval of the preliminary plat of Arbor Glen with a variance to reduce the side yard setback from 8ft to 5ft subject to conditions.

### **RECOMMENDED ACTION**

The City Planning and Engineering Staff recommend the City Council approve the Preliminary Plat of Arbor Glen with the variance to reduce the side yard setback from 8ft to 5ft subject to the conditions stated in Staff Report and the Planning Commission's Findings of Fact, Conclusions and Decision/Recommendation.

Summit Engineer & Surveyors, Inc.  
**Attn: Steve Baughn**  
2218 Old Highway 99 South  
Mount Vernon, WA 98273

**Wednesday, June 07, 2006**

**VIA E-MAIL AND REGULAR MAIL**

**RE: Preliminary Plat of See Properties (06-SD-3) – Application Incomplete**

Dear Mr. Baughn,

Thank you for your recent Preliminary Plat Application for the proposed plat of See Properties. In order to continue with the review of your application the following items will need to be corrected and/or addressed.

1. Rhodes Road is an arterial requiring 40ft of ROW from the centerline. Please provide a 10ft ROW dedication along Rhodes Road as approved by the City Engineer.
2. The property owners <sup>the</sup> ~~on the west side of~~ Henson Court need to dedicate 30ft of ROW or provide written permission for the proposed new lots to access Henson Court. <sup>with intent to</sup>
3. The stormwater analysis report did not include calculations or identify the methodology used. Please revise the stormwater analysis to identify the methodology used and the calculations used to determine appropriate sizing and flow rates.
4. The stormwater analysis report appears to only have addressed stormwater from the proposed roof drains. Please revise to include all new impervious surfaces, including, but not limited to ROW improvements and driveways.
5. The stormwater analysis report was not identified as "preliminary." <sup>the</sup> ~~If stormwater analysis report is a "final" report then it is required to be wet stamped, signed and dated by the engineer of record. Please re-title the report or have it wet stamped, signed and dated pursuant to (WAC 196-23-020 & RCW 18.43.070).~~
6. Please add the same information regarding the qtr/qtr section that is on the preliminary plat drawings to the preliminary construction drawings.

As soon as the above items have been submitted our office can continue with the review of the proposed short plat. If you or your client have any questions or require additional information please do not hesitate to contact me by phone at 855-0771 or by e-mail at [arozema@ci.sedro-woolley.wa.us](mailto:arozema@ci.sedro-woolley.wa.us). I look forward to helping with your project.

Sincerely,

Allen F. Rozema  
City Planner

cc: See Properties LLC  
Rick Blair, City Engineer  
Jo Ann Lazon, Permit Technician  
File – 06-SD-3

**CITY OF SEDRO-WOOLLEY**

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

# Memorandum

**CITY COUNCIL AGENDA  
REGULAR MEETING**

**JUN 14 2006**

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

To: Mayor and Council  
From: Staff / PMH  
Date: 6/8/2006  
Re: City Golf Course Fees and Regulations

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I. Issue: Should the City Council set the fees for the golf course at \$10 and \$12 dollars per day per person?

II. Background: The Mayor and Staff are looking for City Council approval of the current greens fee for the golf course. Presently the fee is \$10 per person for a day, M-F, and \$12 per person for a day on weekends. This fee seems to be working. Shane Walley will provide any needed update at the meeting.

It is suggested that additional regulations for use of the golf course can be established by the Mayor or the Parks Department on an "as-needed" basis as issues develop, rather than adopt an entire set of rules in an ordinance at this time. The proposed ordinance so provides.

III. Recommendation: That the City Council pass Ordinance No. \_\_\_\_\_ by motion, titled: AN ORDINANCE ESTABLISHING GREENS FEES AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO MAKE ADDITIONAL RULES AND REGULATIONS FOR USE OF A CITY GOLF COURSE, AND AMENDING SEDRO-WOOLLEY CITY CODE CHAPTER 12.36

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

AN ORDINANCE ESTABLISHING GREENS FEES AND AUTHORIZING THE MAYOR OR MAYOR'S  
DESIGNEE TO MAKE ADDITIONAL RULES AND REGULATIONS FOR USE OF A CITY GOLF  
COURSE, AND AMENDING SEDRO-WOOLLEY CITY CODE CHAPTER 12.36

Whereas, the City of Sedro-Woolley is operating a golf course on a temporary basis as part of the City park system, and

Whereas, the City of Sedro-Woolley City Council finds that the use of this golf course facility should return monies to offset the maintenance of the golf course, and

Whereas, the City of Sedro-Woolley City Council finds that additional regulations can be made by the City parks Department at this time, under the supervision of the Mayor, now therefore,

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

Section 1. A new section is added to Sedro-Woolley Municipal Code Chapter 12.36 as follows:

**12.36.035. Regulations for Golf Course.**

A. The fee for use of the City golf course shall be \$10.00 per day per person for Monday through Friday, and \$12.00 per day per person for Saturday through Sunday.

B. In addition to the foregoing, the mayor or his/her designee may make additional rules and regulations for the use of the City golf course.

Section 2. This ordinance shall become effective five days after passage and publication as provided by law.

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

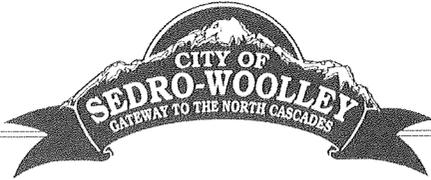
\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_

Approved as to form:

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



CITY COUNCIL AGENDA  
REGULAR MEETING

JUN 14 2006

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

**To:** Sedro-Woolley City Council  
**From:** Mayor Sharon D. Dillon *SD*  
**Date:** May 30, 2006  
**Re:** Salary Ordinance

---

Issue: Should the Council adopt a new salary ordinance.

Background: When the last salary ordinance was adopted the AFSCME contract had not been finalized. Since then the contract has been signed by both parties and implemented. I am also recommending that non-union staff receive the same percentage of raise that union employees are receiving, this policy have been in effect since I have been Mayor and before. The AFSCME employees will receive the pay increase as of January 1, 2006 the non-union employees will be June 1, 2006.

Recommendation: Motion to approve Ordinance \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. 1535-05  
ESTABLISHING THE SALARIES AND WAGES FOR  
ELECTED OFFICIALS, UNION (GUILD) AND NON-UNION  
EMPLOYEES OF THE CITY OF SEDRO-WOOLLEY,  
WASHINGTON, FOR THE FISCAL YEAR BEGINNING  
JANUARY 1. 2006**

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 1535-05 ESTABLISHING THE SALARIES AND WAGES FOR ELECTED OFFICIALS, UNION (GUILD) AND NON-UNION EMPLOYEES OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2006

WHEREAS, the City has reached a three year agreement with the American Federation of State, County and Municipal Employees, AFL-CIO, Local 176-SW, (AFSCME) with the first year wages are depicted below.

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

Section 1. The year 2006 wages for AFSCME represented City employees shall be established per the 2006 - 2008 agreement, which increases wages as depicted below.

Section 2. The 2006 salaries and wages for certain non-union employees shall be increased by 3.0% of 2005 salaries as set forth below. The City Council has reviewed certain positions and increased salaries as deemed necessary.

Section 3. The base salaries and wages for all elected officials and employees of the City of Sedro-Woolley are established as follows, not including applicable longevity or incentive pay:

TITLE:	SALARY OR WAGE RANGE:
<b>Elected</b>	
Mayor	\$2,000 Per Month
Councilmember	
Ward No. 1	\$ 300 Per Month
Ward No. 2	\$ 400 Per Month
Ward No. 3	\$ 300 Per Month
Ward No. 4	\$ 300 Per Month
Ward No. 5	\$ 300 Per Month
Ward No. 6	\$ 400 Per Month
At Large	\$ 400 Per Month

TITLE: SALARY OR WAGE RANGE

**Non-Union**

Police Chief	\$ 5,618 Per Month
City Attorney	\$ 5,422 Per Month
Fire Chief	\$ 5,412 Per Month
Police Lieutenant	\$ 5,311 Per Month
City Engineer/Public Works Director	\$ 5,150 Per Month
Clerk-Treasurer	\$ 4,900 Per Month
Assistant Fire Chief/Training Officer	\$ 4,520 Per Month
Librarian	\$ 4,314 Per Month
City Planner	\$ 4,157 - \$4,657 Per Month
Engineering Assistant/Inspector	\$ 3,436 Per Month
Police Confidential Secretary	\$ 3,110 Per Month
Assistant Librarian	\$ 3,051 Per Month
Associate Planner	\$2,666 - \$3,500 Per Month
Police Transcriptionist	\$ 2,600 Per Month
Building Inspector	\$ 2,750 - \$3,095 Per Month
Court Clerk (part time)	\$ 13.54 Per Hour
Library Extra Help	\$ 8.50 - \$12.50 Per Hour

**Sedro-Woolley Public Safety Guild**

Commissioned Employees & Firefighters

Police Sergeant	\$4,861 - \$5,058 Per Month
Police Officer	\$3,665 - \$4,517 Per Month
Firefighter	\$3,493 - \$4,305 Per Month

Support Employees

Records Clerk	\$2,559 - \$3,209 Per Month
Dispatch Clerk	\$2,469 - \$3,044 Per Month
Code Enforcement Officer	\$2,693 - \$2,948 Per Month

**Union, AFSCME**

Public Works Worker I	\$2,825 - \$3,434 Per Month
Public Works Worker II	\$2,931 - \$3,564 Per Month
Public Works Worker II at WWTP	\$3,092 - \$3,758 Per Month
Public Works Worker III	\$3,105 - \$3,774 Per Month
Public Works Worker III at WWTP	\$3,266 - \$3,969 Per Month
Public Works Worker IV	\$3,800 - \$4,620 Per Month
Public Works Worker IV at WWTP	\$4,012 - \$4,877 Per Month
Solid Waste Foreman	\$3,436 - \$4,176 Per Month
Plant Foreman	\$3,958 - \$4,811 Per Month

TITLE:	SALARY OR WAGE RANGE
Deputy Clerk	\$2,638 - \$3,207 Per Month
Accounting Clerk	\$2,561 - \$3,112 Per Month
Permitting/Planning Clerk	\$2,561 - \$3,112 Per Month
Secretary Clerk	\$2,452 - \$2,981 Per Month
Engineering/Planning Technician	\$2,690 - \$3,270 Per Month
Custodian	\$2,053 - \$2,496 Per Month
Mechanic (Part-time)	\$17.51 Per Hour

Section 4. The above depicted salaries and wages shall be in effect beginning January 1, 2006 for AFSCME employees and June 1, 2006 for salary increases for certain non represented staff.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS \_\_\_th DAY OF \_\_\_\_\_, 2006.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk-Treasurer

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

**CITY OF SEDRO-WOOLLEY**

720 Murdock Street, Sedro-Woolley, WA 98284 (360) 855-0771

**Memorandum**

**CITY COUNCIL AGENDA  
REGULAR MEETING**

**JUN 14 2006**

To: Mayor and City Council

From: STAFF 

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 10

Date: June 14, 2006

Re: Contract for Professional Services – Otak – Stormwater Program Initiation Project

**Situation**

Should the City Council authorize the Mayor to sign and execute a contract with Otak Inc. for Professional Engineering services in conjunction with the City’s \$75,000 grant from Department of Ecology (DOE) to set up a Stormwater Management Program?

**Background**

This has been a long time coming, but it is now time to get to a point where we need to and can implement a comprehensive stormwater management program. NPDES Phase II, the ‘unfunded Federal mandate’ has placed the City of Sedro-Woolley in the position of having to follow a myriad of new rules and regulations, with no real way to accomplish this. The only two solutions for the City are to dust off, touch up, and implement the Stormwater Utility which is already on the books, or to fund a completely new program from the General Fund, which will mean drastic cuts from elsewhere in the budget or increase taxes, neither of which is really attractive or even feasible.

We are lucky, though, that we came within the group of 32 or so cities which were eligible to receive Phase II implementation funding from DOE. While \$75,000 is no where adequate to completely get us where we need to be, it certainly helps significantly. The objective of the money was as “seed” money to allow cities such as Sedro-Woolley to be able to hire consultants to be able to kick-start a Stormwater Utility, to set them up so that they would be able to meet the rigors of the new NPDES Phase II Permit requirements.

The Engineering budget for 2006 included money to be spent as fill-in money with the grant to get the program set up, as well as for a feasibility study for a Regional Stormwater Facility to be located somewhere in the southern floodplain. An additional \$50,000 will be spent on this scope from the Engineering budget.

Joe Simmler of Otak, the project engineer for this undertaking, was the project engineer for EES who was in charge of writing the Sedro-Woolley Stormwater Management [Comprehensive] Plan, so he brings continuity and an understanding of Sedro-Woolley’s issues to the table. This is the reason I selected Otak to perform the work at hand.

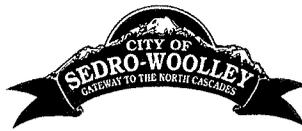
Timeline of relevant points:

- 1996/97 – Stormwater Management Plan Assembled by EES, including Joe Simmler;
- 1999 – Stormwater Utility created in SWMC 2.46, but unfunded;
- 2003 – Required to apply for coverage under NPDES Phase II General Permit;
- 11/2005 – Determined eligible for \$75K grant from DOE for Phase II implementation, and returned ‘letter of intent’ [to apply for grant] to DOE;
- 4/2006 – Received \$75K grant from DOE for Phase II implementation;
- 6/2006 – Begin development/implementation of Stormwater Management Plan with Grant and City money;
- 9/2006 – Target date for final Phase II Permit issuance.

Council has ‘saved’ the City taxpayers from having to spend anything on stormwater for 7 years or more. Sedro-Woolley citizens with the exception of those in the Sub-Flood Control Zone are the only people in the County who pay nothing into a stormwater or drainage utility or district. Now is the dawn of a new era, and there is no escaping it *this time*. Failure to comply with the Phase II Permit program would pose too great a risk not to take this seriously, and begin performing right now. The DOE operates fairly openly, and ‘helps those who help themselves.’ By that, I mean they are willing to work with you, so long as you are committed in mind and spirit to doing the right thing. The City does not want to jeopardize a good working relationship with DOE.

**Recommended Action**

Motion to authorize the Mayor to sign and execute the attached agreement with Otak Inc. for Professional Services in the amount not to exceed \$125,000.



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

This Agreement made and entered into this 14th day of June, 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 Otak, Inc.

whose address is 10230 NE Points Drive, Suite 400, Kirkland, WA 98033, 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 Consultant that are requested by the City.

from time to time ("on-call");

These services shall include:

see Attachment A, the "Scope of Work"; or  
"Stormwater Program Initiation Project"

**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 August 31, 2008

Pursuant to the schedule set forth on Attachment A, the "Scope 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 Attachment A.

\$ 125,000 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, 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.**

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 the City.

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.

D. This agreement shall terminate on the date indicated in (3) above or December 31, 2008, whichever is later.

**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 Concrete 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 and 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 Concrete 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: \_\_\_\_\_

**City of Sedro Woolley**  
**Stormwater Program Initiation**  
**Scope of Work, Budget, and Schedule**

*Scope of Work Per Ecology Grant*  
*Otak, JSimmler, 5-25-06, #30716*

**Attachment A**  
**Scope of Work for Stormwater Program Initiation**  
**Between the**  
**City of Sedro Woolley and Otak, Inc.**

**BACKGROUND**

The City of Sedro Woolley (City) seeks to Initiate a Stormwater Program to address local capital needs and comply with state and federal requirements, as outlined in State's draft NPDES Phase II Municipal Stormwater Permit (Permit). The City currently has a Stormwater Management (SWM) Program in place that does not have a dedicated annual funding source and does not address all of the required elements of the Permit. The City's current level of annual stormwater funding is also not adequate to maintain an annual capital construction program. The City intends to use this study to plan and update the City's SWM Program to meet the City's required capital, financial, and program responsibilities, as well as address the deadlines defined in the five year Permit.

**PROJECT DESCRIPTION**

The objective of this project is to evaluate the City's existing SWM Program and create a financial and staffing plan to identify and address SWM needs and costs. The emphasis of this study is to identify regulatory compliance and capital needs, create a financial and staffing plan, including a revised and updated rate ordinance, and present the proposed SWM Plan and utility rate ordinance to the public and City Council for review and approval. The project approach described in this scope of work is consistent with the Ecology grant, and is designed to assist City staff in the delivery of an effective SWM Plan within the proposed project budget in approximately ten (10) months. The deliverable dates presented in this scope of work are based on a notice to proceed issued by July 1, 2006.

**SCOPE OF WORK**

The Consultant will partner with the City to complete this project by developing and accomplishing the following five tasks:

- Task 1 - Project Management
- Task 2 - Stormwater Utility Ordinance Review and Revision
- Task 3 - Capital Improvement Plan Development
- Task 4 - Funding Study and Rate Structure Development
- Task 5 - Public Outreach

## Scope of Work

### *Task 1. Project Management (and Expenses - \$3,571)*

**Task Estimated Budget:** \$4,702 (+\$3,571)

**Objective:** To provide effective administration, communication, and management of the City's Stormwater Program Initiation Project.

#### **Approach/Methodology:**

Forming successful stormwater management programs and setting up stormwater utilities requires regular and continuous coordination with the City's Project Manager throughout the life of the project. In addition to the formal monthly reporting listed below, Otak will provide regular informal communication through the routine use of emails and telephone calls. With the approval of the City, we will suggest the establishment of a weekly conference call at a set date of the week and time to order to ensure the proper amount of communication occurs throughout the life of the project.

#### **Scope of Work:**

1.1 Contact the City, create agenda, conduct project kickoff meeting (meeting #1), review scope, budget, and schedule, provide a list of needed data, and present a questionnaire to begin the process of documenting the City's existing stormwater management activities, costs, staffing, and equipment.

1.2 Provide effective project administration including: submitting billing invoices, submitting monthly progress reports; and submitting required performance items (deliverables listed below by task).

1.3 Provide effective project management including: conducting, coordinating, and scheduling project activities, assuring quality control, and maintaining effective communication with the Consultant's staff and the City.

#### **Deliverables:**

- Project kickoff meeting.
- Effective project management, administration, and communication.
- Ten (10) monthly invoices and monthly reports.
- Maintenance of project records throughout the duration of the project.

#### **Assumptions:**

- This is a ten (10) month study.

- All draft documents will be reviewed by the City within a two week period.
- All City comments shall be compiled into one final set of comments and electronically transmitted to the Consultant. Any internal conflicts between comments will be resolved in advance by the City's Project Manager prior to the transmittal to the Consultant.
- City will manage and complete Ecology grant administration and reporting requirements.

## ***Task 2. Stormwater Utility Ordinance Review and Revision***

***Task Estimated Budget:***     \$10,478

***Objective:*** To review the City's existing unfunded SW Utility ordinance and to make updates and recommended changes, per direction from the City (*by December 29, 2006*).  
*(Note: The City may find it preferable to revise the existing SW Utility Ordinance and proposed Rates, as described in Task 2 below, after it has conducted the Funding Study and Developed the Rate Structure that is to be undertaken in Task 4. Please see note below.)*

### ***Approach/Methodology:***

Our approach to review and revise the City's existing unfunded SW Utility rate ordinance will be to first meet with the City to identify the City's financial, program, and procedural objectives, and determine what changes the City would like to make. Next, to review neighboring municipalities that have established SW Utilities to determine what they have been successful in establishing and how they went about getting them approved. And finally, by comparing the City's existing ordinance with other similar ordinances that Otak has prepared for other successful stormwater management programs throughout the state. Based on this type of approach and associated research, a revised rate ordinance will be prepared and presented to the City of internal review. After review and approval by City management and the City Attorney, the revised draft rate ordinance will be informally presented to the City Council at an informational workshop by City staff. Once reviewed, edited, and approved by the City Council, the rate ordinance will be presented to the public, per the public outreach activities outlined in Task 5 below.

*Note: To review and revise the existing utility ordinance and rate structure requires an informed discussion of utility policies and the affect they have on rates within each billing class and total annual revenues. In Task 4.1, the Funding Study and Rate Structure Development, determines an average equivalent rate unit (ERU) or billing unit, and performs a simplified estimate the total number of billing units by class of rate payer as well as total billing units; it also estimates the total annual revenue. This information allows the effect of utility policies on rates and annual revenues to be evaluated and the final draft of the Utility Ordinance to be written. These activities and their results are interrelated.. It is for this reason that Task 4 should precede Task 2.)*

**Scope of Work:**

- 2.1 Review City's existing unfunded SW Utility Ordinance and proposed rates.
- 2.2 Meet (include in meeting #1, Task 1.1) with City staff to discuss the existing unfunded SW Utility rate ordinance and determine what changes the City would like to make. *(Note: City staff may wish to meet with the City Council prior to this meeting to get their input and direction.)*
- 2.3 Survey neighboring communities, including Burlington, Mount Vernon, La Conner, Anacortes, and Skagit County; and obtain and review copies of SW Utility rate ordinances that have successfully established in their communities.
- 2.4 Compare the City's existing unfunded SW Utility ordinance with those from neighboring communities, as well as with final ordinances recently prepared by the Consultant for other municipalities.

*Note that the revision of the City's existing unfunded SW Utility Ordinance and proposed Rates may involve:*

*- A review of the existing proposed billing basis (i.e. billing methodology/philosophy) and proposed rate structure. Rate structures may include flat fee, an impervious based rate with a cost per square foot for residential customers, or tiered rates based upon specific percentages of impervious area for non-residential customers.*

*- A review of existing utility policies, including credits, waivers, exemptions, and enforcement. Typical utility policies options may include considerations for credits for on-site detention of runoff, senior, low income and/or disabled households, holders of NPDES Stormwater Permits, appeal procedures, and other rate modifications allowed by state utility law.*

- 2.5 Review findings with City staff (meeting #2) and discuss options as to the billing methodology, utility policies, and rate structure preferred by the City. *(Note. Use information from Task 4.1 (i.e. ERU analysis, # billing units by customer class, base rate (\$/ERU), and total annual revenue) to estimate the impacts of selected policies and decide upon a preferred billing methodology and rate structure.)*
- 2.6 As guided by City staff, with input from the City Manager, City Attorney, and City Council, make recommendations for changes needed to make the City's unfunded SW Utility ordinance effective, including recommended rate methodologies/philosophies, utility/rate policies, and rate structure.
- 2.7 Review revised draft utility rate structure and fees (conference call #1) with City staff; receive City comments/edits (including those from the City Attorney and City Council), make requested revisions and transmit a final revised ordinance to the City. *(Note: It is anticipated that City staff will coordinate the internal review and editing of the revised rate ordinance and consolidate comments for transmittal to the Consultant.)*

***Deliverables:***

- Utility Formation and Rate Ordinance (“Consultant’s Final Report” in Ecology Grant): draft – 3 copies, final – 5 copies, plus 1 electronic copy

***Assumptions:***

- City staff will enter into discussions with the City Manager, City Attorney, and City Council to receive input and direction on how to revise the existing unfunded SW Utility Ordinance and proposed rates, including the use of billing methods other than impervious areas. This direction will be conveyed to the Consultant prior to the redrafting of the existing SW Utility Ordinance.
- Equivalent rate unit (ERUs) analysis, total number of billing units per class of customer, and annual revenue estimates will be established in Task 4.1.
- A utility billing system database, based in ERUs and/or impervious areas will not be established as part of Task 2 or 4.
- Consultant will not be involved in rate/fee discussions with potential high profile stakeholders or rate payers.
- The City will complete one review of draft materials prior to finalization by Otak.
- Comments on draft materials from multiple City staff will be collected, compiled, reconciled and transmitted to Otak by the City.

***Task 3. Capital Improvement Plan Development***

*(SWM Program and CIP Needs Assessment)*

***Task Estimated Budget:***     \$20,300

***Objective:*** To review and document the City’s existing stormwater management (SWM) program and capital project funding needs, conduct a regulatory compliance “gap analysis”, develop a updated Capital Improvement Plan (CIP), and identify stormwater program implementation costs for the next five years *(by March 30, 2007)*.

***Approach/Methodology:***

The intent of this task is to identify the needs and costs of the City’s updated stormwater management program that is capable of meeting the requirements of the federal and State NPDES Phase II Municipal Stormwater Permit, as well as address local capital and drainage service expectations. This task will begin with the documentation and evaluation of the City’s existing stormwater management program. Existing stormwater activities, costs, staffing, design manual, legal authorities, and equipment will be recorded and compared with the regulatory requirements of the February 15, 2006 draft of the State’s NPDES Phase II Permit. Deficiencies will be noted and recommended activities, staffing, equipment, and

revenues needed to regulatory compliance will be estimated, per the annual due dates defined in the terms of the draft five year permit.

A second major activity of this task will be to meet with the City to determine the capital needs of the City over the next ten (10) years. This exercise will be based upon the City's existing stormwater capital improvement program (CIP) that was established in an earlier Comprehensive Stormwater Management Plan. Previously identified projects will be re-prioritized and costs will be updated based on the annual costs of living of the succeeding years. *(Note that the unit cost of basic materials, such as concrete and steel, have increased significantly since the City developed their earlier CIP Plan; a percent adjustment will also be estimated for these increases.)*

The program costs needed to achieve regulatory compliance will be combined with the capital project costs to create an estimate of the City's total SWM Program costs over the five year planning period, consistent with the five year term of the City's NPDES II Permit. An annualized five-year implementation plan will be created to estimate the annual revenues needed to operate the new, upgraded SWM Program for the City. *(Note that no new basin studies, modeling, engineering analyses, or CIP designs will be performed during this task. Best professional engineering judgement and recent capital design and construction experience will be used, along with City input, to create a revised and updated list of capital projects.)*

***Scope of Work:***

- 3.1 Receive from the City and review existing stormwater and drainage related plans, policies, standards, budgets, staffing/organizational charts, facility inventories, and base maps, per list of needed data handed out to the City at the Project Kickoff Meeting. Identify any missing/needed data and decide how to obtain it or work without it.
- 3.2 Investigate receiving water issues that may affect stormwater management requirements, including 303(d) List, TMDLs, and ESA/habitat.
- 3.3 Meet (conference call #2) with the City to review completed stormwater questionnaires (presented to the City in Task 1.1) and document the City's existing stormwater management program in a matrix spreadsheet format, according to the major elements of the NPDES II Permit.
- 3.4 Make phone calls and follow-up with City staff regarding any missing or incomplete information.
- 3.5 Meet (include in meeting #1, Task 1.1) with the City to review and update the City's capital improvement program; present the revised and updated CIP Plan to City staff for review, and approval.

- 3.6 Document findings in a matrix spreadsheet that organizes existing City stormwater activities according to the nine (9) regulatory requirements of the draft NPDES II Permit, plus capital, equipment, and overhead needs.
- 3.7 Using a second matrix spreadsheet, record the City's existing stormwater activities and compare them to each of the regulatory requirements and their various sub-requirements. Note discrepancies and recommend activities, staff, equipment, and funding needed to achieve full compliance over a five year period, including the capital projects identified in Task 3.3.
- 3.8 Develop an SWM Program implementation plan that lists the activities and costs of each of the major SWM Program elements by year over the next five years, total costs for each year and identify total annual revenue needs for the next five years.
- 3.9 Transmit the two spreadsheets, the updated CIP, and the five year implementation plan to the City for review, editing, and approval.
- 3.10 Meet (meeting #3) with the City to review and finalize SWM Program costs. Update the two spreadsheets, CIP Plan, and five-year Implementation Plan as needed and transmit final copies to the City.

***Deliverables:***

- CIP Report: draft – 3 copies, final – 5 copies, plus 1 electronic copy
- Spreadsheet matrix documenting the City's existing SWM Program – 3 copies, final – 5 copies, plus 1 electronic copy
- Spreadsheet matrix documenting the City's regulatory compliance needs – 3 copies, final – 5 copies, plus 1 electronic copy
- Five-Year Implementation Plan – 3 copies, final – 5 copies, plus 1 electronic copy

***Assumptions:***

- City staff will gather and transmit any existing stormwater related documents, preferably in a digital format.
- City staff will coordinate the completion of the Stormwater Program Questionnaire and make sure all forms are completed correctly.
- While a CIP Plan will be developed from the lists of project needs received from the City, revised detailed cost estimates for existing or new proposed CIP projects will not be performed as part of this SWM program and cost analysis.
- The City will complete one review of draft materials prior to finalization by Otak.
- Comments on draft materials from multiple City staff will be collected, compiled, reconciled and transmitted to Otak by the City.

## ***Task 4. Funding Study and Rate Structure Development***

***Task Estimated Budget:***     \$25,020

***Objective:*** To undertake a funding study to support the development a stable rate structure to support the stormwater utility (*by Dec 29, 2006*). The rate structure shall apply to residential, commercial, and industrial properties, and shall generate sufficient annual revenue to fund CIP projects, maintenance of the stormwater system, and personnel needs for Phase II compliance over time.

### ***Approach/Methodology:***

This task has been written assuming that the preferred funding alternative is to form a stormwater utility. Task 4.1 involves estimating the impervious area associated with one billing unit (ERU), forming classes of rate payers, estimating the number of billing units per class of rate payer, and uses this information to estimate a base fee and annual revenue. The second task, Task 4.2, incorporates the policy direction received from the City in Task 2 to develop the City's preferred stormwater utility rate structure and perform the final edits to the utility ordinance and rate structure. Analyses will be undertaken to ensure that the City's preferred rate structure and proposed monthly fees generate adequate revenue to support the City's stormwater CIP and regulatory compliance needs.

### ***Scope of Work:***

4.1 Funding Study (*Conduct ERU analysis; estimate billing units by rate class and annual revenues.*)

4.1.1 Obtain aerial photos, parcel, zoning and impervious area data from the City and County. Recommend grouping of land uses to form customer classes.

4.1.2 Review aerial photos and parcel lines within the City. A statistically relevant number of developed single family residential parcels will be randomly selected and the amount of impervious surface will be measured for each one using available aerial photography. *The average amount of impervious surface for sampled residential parcels will be defined as the Equivalent Residential Unit for estimating stormwater utility charges for different classes of customers (i.e., commercial, industrial, institutional, etc.).*

4.1.3 Using a simplified approach, estimate impervious surface areas for non-residential parcels and estimated the number of ERUs for each non-residential parcel.

4.1.4 Estimate the total number of ERUs within the City under existing land use conditions and estimate the annual revenue using the billing methodology (billing unit and customer classes), utility policies, monthly fee, and rate structure preferred by the City.

4.1.5 Verbally review (conference call #3) findings and funding recommendations with City staff.

4.1.6 Write a section within the Funding Study Report to include a description and of the results of the ERU analysis, estimate of billing units by rate class and annual revenues.

#### 4.2 Rate Structure Development

4.2.1. Meet (include in meeting #2, Task 2.5) with City staff to discuss and select those rate structures and utility policies that the City considers to be most suitable for the City.

*- Potential rate structure options to be considered include: flat fee per parcel, an impervious area based rate with a cost per impervious square foot for both residential and commercial customers, and/or tiered rates dependent upon specific percentages of impervious area for non-residential customers.*

*- Stormwater utility policy options for things such as: credits for onsite retention of runoff, low income and/or disabled households, and holders of NPDES Stormwater Permits; appeal procedures; and other rate modifications allowed under state utility law, as developed in Task 2 will be tailored to the rate option selected by the City.*

4.2.2 Review and evaluate those rate structure options and utility policies selected and preferred by the City. Evaluate the influence of the City's preferred policy choices on the base rate and anticipated annual revenue. Revise the rates and rate structure, and utility/rate ordinance accordingly. *(Coordinate findings with Task 2, Stormwater Utility Ordinance Review and Revision.)*

4.2.3 Write a section of the funding Study Report to include a description and discussion of alternative stormwater utility policies and their affect on rate structures, including suggested conditions warranting waivers, credits, or exemptions.

#### 4.3 Funding Study Report

4.3.1 Prepare a draft Funding Study Report (10 – 15 pages, plus attachments) that summarizes the process used to determine the City's utility rate structure and billing policies and transmit to the City for review.

4.3.2 Receive City edits and prepare a final Funding Study Report.

#### ***Deliverables:***

- Funding Study Report: draft – 3 copies, final – 5 copies, plus 1 electronic copy

***Assumptions:***

- Tasks 2 and 4 are interrelated and have been designed to be merged and conducted concurrently.
- Digital files are available from the City for aerial photos, parcel lines, and zoning.
- It is not necessary to measure the impervious areas for all residential parcels, including multi-plex residential living units.
- A simplified approach will be used to estimate the impervious area of non-residential parcels.
- City staff will brief and discuss the preferred rate structure and rate ordinance with the City Council.
- Revenues from a new stormwater utility will not be able to be estimated until the ERU analysis has been completed, the billing basis/methodology selected, the utility policies defined, and the preferred base rate established.
- The City will complete one review of draft materials prior to finalization by Otak.
- Comments on draft materials from multiple City staff will be collected, compiled, reconciled and transmitted to Otak by the City.

***Task 5. Public Outreach***

***Task Estimated Budget:***      \$10,920

***Objective:*** To hold one public meeting to present the City's SWM Program (including CIP) needs and funding proposal to the public (*by March 30, 2007*), and present SWM Program (including CIP) and funding proposal to the City Council for action (*by March 30, 2007*).

***Approach/Methodology:***

The City has elected to conduct a public outreach program consisting of one public meeting and one presentation of the proposed SWM Program and Utility Rate Ordinance to the City Council. If City staff chooses to brief the City Council informally as the project progresses through study sessions and verbal briefings, it is likely that the presentation to the City Council could be structured to be both a presentation to the Council, as well as a formal public hearing that could be followed by a vote for approval and implementation of the proposed SWN Program and Utility Rate Ordinance.

***Scope of Work:***

5.1 Meet (include in meeting #1, Task 1.1) with City staff to discuss and design an appropriate public outreach program, consisting of one educational product, one public meeting, and one City Council meeting.

5.2 Assist the City in developing one of the following: newspaper article, media announcement, billing insert or other educational product to inform the public about the proposed stormwater utility, its water quality functions and benefits, and proposed fees.

5.3 Assist the City in preparing for and holding one public meeting (meeting #4) to present the results of the consultant studies and encourage public support for the proposed SWM Program and fees. Assistance will take the form of developing the agenda, attendance at the meeting, developing a brief 20 minute power point presentation and testifying in behalf of the City's new proposed SWM Program and Utility Rate Ordinance.

5.4 Assist the City in conducting a public hearing and presenting the Funding Study and Capital Improvement Program and proposed revisions to the stormwater Utility Rate Ordinance to the City Council. Assistance will consist of helping to form the agenda, developing a draft adoption resolution, editing the previously developed power point presentation, attendance at the meeting (meeting #5), and testifying at the meeting in behalf of the City's new proposed SWM Program and Utility Rate Ordinance.

5.5 Take minutes of the City Council meeting and transmit a summary of the meeting to the City for review, editing, and approval.

***Deliverables:***

- Two (2) copies of the educational product selected and produced in Task 5.1.
- One (1) public meeting and one power point presentation.
- One (1) draft adoption resolution.
- One (1) Council meeting/public hearing.
- One (1) copy of the summary of the results (minutes) from the City Council meeting.

***Assumptions:***

- City will copy, print, and distribute the selected educational product produced in Task 5.1.
- City staff will organize and address the various logistic issues associated with the public and Council meetings including, public notices, securing appropriate space, making copies of handouts, and providing refreshments.
- City will provide copies of the SWM Program and Utility Rate Ordinance as requested by the public, stakeholders, and City Council.

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***Additional Activities that may be completed under this contract include developing and implementing the following Phase II Stormwater Permit elements:***

- 1.1 Survey and computer mapping of City's SW system using GIS.

- 1.2 Establishing a hydraulic model.
- 1.3 Establishing a public education and outreach program.
- 1.4 Performing a feasibility study for a regional SW treatment and wetland enhancement facility.
- 1.5 Updating the City's SWM Plan.
- 1.6 Developing a billing system database.
- 1.7 Initiating a Brickyard Creek Comprehensive Plan

**Note: Refined scopes and budgets for the above items will be forthcoming in contract amendments. Work products of Tasks 1 through 5 will shape the scopes and budgets of the items listed.**

### Estimated Budget

<i>Task 1. Project Management</i>	\$ 4,702
<i>Task 2. Stormwater Utility Ordinance Review and Revision</i>	10,478
<i>Task 3. Capital Improvement Plan Development</i>	20,300
<i>Task 4. Funding Study and Rate Structure Development</i>	25,020
<i>Task 5. Public Outreach</i>	10,920
<u><i>Expenses</i></u>	<u>3,571</u>
Grant Task Total:	\$ 75,000
<u><i>Additional Activities</i></u>	<u>\$ 50,000</u>
Total:	\$125,000

**Note: Individual Task Item budgets may shift available funds among tasks to some degree.**

### Schedule (Milestones) to meet Grant Requirements

- *Review ordinance and develop recommendations.* *December 29, 2006*  
*(Note: Ordinance revisions may need to be delayed to be correlated with the results of the Funding Study to be completed by March 30, 2007.)*
- *List CIP needs and estimate costs.* *March 30, 2007*
- *Hold one public meeting by:* *March 30, 2007*
- *Present CIP and funding proposal to City Council by:* *March 30, 2007*