

## 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

August 9, 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 #57968 to #58083 for \$814,646.90
    - Payroll Warrants #38380 to #38478 for \$200,929.85
  - c. Waiver of Fees - Riverfront Park – Skagit County Senior Centers – September 14, 2006
  - d. Street Closure – Chamber of Commerce – August 24, 2006
  - e. Creation of Associate Planner position
  - f. Northwest Datum and Design Agreement
  - g. Interlocal Agreement – Skagit County – liquor taxes & profits
4. Proclamation – United Way
  5. Public Comment (Please limit your comments to 3-5 minutes)

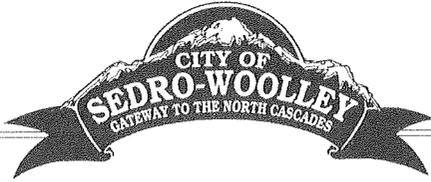
### PUBLIC HEARINGS

6. Agreement – Joy Development – Continued
7. Reenactment of Interim Zoning Control Ordinance (Sewer Moratorium)

### NEW BUSINESS

8. Preliminary Plat of Westpark

### EXECUTIVE SESSION / no



CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 09 2006

DATE: August 9, 2006  
TO: Mayor Dillon and City Council  
FROM: Patsy Nelson, Clerk-Treasurer  
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT  
CALENDAR

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

1. CALL TO ORDER - The Mayor will call the August 9, 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.

AUG 09 2006

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
July 26, 2006 – 7:00 P.M. – Community Center

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

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

Pledge of Allegiance

ROLL CALL: Present: Mayor Sharon Dillon, Councilmember's: Ted Member, Tony Spleen, Louie Sequa, Pat Cogan, Hugh Galbraith, Rick Lemley and Mike Anderson.  
Staff Present: Clerk/Treasurer Nelson, Attorney Berg, Planner Rozema, Engineer Blair, Police Chief Wood and Fire Chief Klinger.

Mayor Dillon announced the addition of Item L Request for Purchase – Public Lands to the Consent Calendar.

Consent Calendar

- Minutes from Previous Meeting
  - Claim Vouchers #57850 to #57967 for \$221,143.47 (Except #57885, #57934, #57940 & #57966 for \$9,990.10 – see item 3K)
  - Payroll Warrants #38280 to #38379 for \$163,695.64
- Waiver of Fees – Riverfront Park – SW Best Self – August 9, 2006
- Waiver of Fees – Riverfront Park – SW Rotary – August 31, 2006
- Waiver of Fees – Hammer Heritage Square – SW Chamber – August 24, 2006
- Interlocal Agreement – Joint Purchasing with Tacoma
- Interlocal Agreement – 2006 EMS Disposal Supply
- Interlocal Agreement with Skagit County for Library Services
- Professional Services Agreement – Labor Consultant
- Setting Public Hearing – Reenactment of Interim Zoning Control Ordinance
- Valley Baptist Church Right-of-Way
- Request for Purchase – Public Lands

Councilmember Galbraith moved to approve the consent calendar Items A through L .  
Seconded by Councilmember Colgan.

Councilmember Splane questioned Item L with regards to an equipment trade in.

Councilmember Requa noted that he will abstain from voting on Items C & D due to a conflict of interest.

Mayor Dillon restated the motion. Motion carried. (Councilmember Requa abstained from items C & D).

## Presentation – Department of Ecology Award – Sewer Department

Mayor Dillon introduced Dave Nunnely from the Department of Ecology who presented the staff of the Wastewater Treatment Plant with a perfect compliance award. Nunnely read a letter commending the performance of the staff in protecting water quality in the Skagit River and meeting the requirements of the Wastewater Discharge Permit. He presented the Mayor with a plaque honoring the excellent performance of the staff.

Mayor Dillon thanked the staff for their dedication and had each staff member give a brief introduction of them. Staff members present were Bob Blakely, Ralph Kennedy, Dave Schorno, Steve Huizinga and Debbie Allen. Allen also thanked the crew and spoke the passion they all had for their jobs and stated they were proud to be making clean water for a better tomorrow.

Councilmember Requa recalled an event of the staff opening the stormwater sewer system late at night in order to prevent problems. He noted that it not only is the sewer department but involves all departments.

## Public Comment

Phillip Murray – 223 State St., addressed the Council regarding the Old Timers Bar sweeping cigarette butts onto his property. Murray also showed some pictures that he had taken to enlighten Council of the problem. He requested something be done.

Discussion ensued to encourage businesses to sweep their storefronts and picking them up and maintenance of smoking receptacles in front of businesses.

Julian Pavisi – 519 Sapp Rd., expressed safety concerns of a fence project that borders his property. He noted the address of the fence installers are 721 N. Reed. He thanked several members of the City staff for the time they have spent on this concern already and addressed the driveway setbacks and expressed concern for fence placement within right-of-way zones.

## **PUBLIC HEARINGS**

### Agreement – Hanson Development

Councilmembers Requa and Anderson disclosed that the Hanson's are clients of their respective businesses and stepped down from the Council bench due to the appearance of fairness.

Attorney Berg noted that the proposed agreement only addresses financial issues and does not address any underlying land use issues.

Mayor Dillon opened the public hearing at 7:22 P.M.

Mayor Dillon closed the public hearing at 7:23 P.M.

Councilmember Meamber moved to sign the development agreement with the Hanson's. Seconded by Councilmember Splane. Motion carried 5-0 (Councilmembers Anderson and Requa requested from vote).

Councilmember Anderson rejoined the Council bench. Councilmember Requa remained recused from the next agenda item due to a conflict of interest.

#### Agreement – Joy Development

Attorney Berg stated the Joy's have requested postponement of the item to allow them additional review time to the agreement. Berg noted that the agreement fits with their intentions but requested additional time for a review of the documents.

Mayor Dillon opened the public hearing at 7:25 P.M.

Councilmember Meamber moved to continue the hearing to the next regular Council meeting. Councilmember Galbraith seconded. Motion carried 6-0 (Councilmember Requa requested from vote).

#### **UNFINISHED BUSINESS**

Councilmember Requa rejoined the Council bench.

#### Interlocal Agreement with Skagit County & Cities for administering SHB Funds

Bill Hinkle – Community Services Director of Skagit County Community Action, 330 Pacific Pl., Mount Vernon, addressed the Council as a result of their request for additional information regarding the proposed Interlocal Agreement. Hinkle presented background information on Community Action and legislative bills that have been passed and effect the County for the homeless effort within the County. Hinkle presented statistical information on the number of Sedro-Woolley residents that received assistance.

Housing Subsidy: 18 of 43  
Emergency Housing: 30 of 138  
Dental Van: 53  
Critical Needs: 772

The proposed interlocal agreement would indicate Sedro-Woolley's agreement with the programs and funding. Hinkle explained the process in which the funding decisions were made. Hinkle noted that he believes it will be a benefit to the residents of Sedro-Woolley. He then answered numerous questions from the Council with a lengthy discussion.

Councilmember Colgan moved to enter into an interlocal cooperative agreement between Skagit County, the cities of Anacortes, Burlington, Mount Vernon and Sedro-Woolley, and the Towns of Concrete, Hamilton, LaConner and Lyman for the purpose of administrating surcharge funds created as a result of SHB 2163. Seconded by Councilmember Meamber. Motion carried.

## **NEW BUSINESS**

None

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

Councilmember Requa – questioned the ownership of a canopy located near Market Place by the railroad tracks. Requa noted that items were starting to disappear from underneath.

Councilmember Splane – questioned the status of the request from Jim Robinson regarding 4-wheel riding.

Mayor Dillon noted that Mr. Robinson needs to put in a formal request in order for Council to proceed.

Councilmember Meamber – reported on the success of the Outdoor Movies that were being held Friday evenings during the month of July.

Clerk/Treasurer Nelson – noted the proposed budget calendar in the back of the Council packets.

Fire Chief Klinger – announced the 3<sup>rd</sup> place finish of the Fire Department extrication team in a recent competition held in Dallas, Oregon.

Police Chief Wood – announced the retirement of Police Reserve Officer, Gene Ashe. Wood noted that he served 27 years as a reserve officer and spoke on the reserve program. He stated Skagit Valley College now has a program for a reserve academy which may help to fill the void in the program. Wood also announced the vacation of items in the museum building to the new facility.

The meeting adjourned to executive session for litigation, personnel and land acquisition at 8:00 P.M. for approximately a one hour session with no decision anticipated.

The meeting reconvened at 9:14 P.M.

Councilmember Splane moved to adjourn. Councilmember Meamber seconded. Motion carried.

The meeting adjourned at 9:14 P.M.

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 09 2006

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

DATE: August 9, 2006  
TO: Mayor Dillon and City Council  
FROM: Patsy Nelson, Clerk-Treasurer  
SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers proposed for payment for the period ending August 9, 2006.

Motion to approve Claim Vouchers #57968 to #58083 in the amount of \$814,646.90.

Motion to approve Payroll Warrants #38380 to #38478 in the amount of \$200,929.85.

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.

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57968	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	289.53
		POSTAGE	SAN	289.53
		WARRANT TOTAL		579.06
57969	ADS EQUIPMENT INC	MAINT OF PUMPING EQUIP	SWR	408.00
		WARRANT TOTAL		408.00
57970	ADVANTAGE BUSINESS &	SUPPLIES	JUD	4.76
		SUPPLIES	FIN	23.82
		SUPPLIES/BOOKS	PLN	7.14
		SUPPLIES	ENG	7.14
		OFFICE/OPERATING SUPPLIES	PD	73.83
		OPERATING SUPPLIES	FD	14.29
		OFF/OPER SUPPS & BOOKS	INSP	4.77
		OPERATING SUPPLIES	LIB	26.19
		REPAIRS/MAINT - EQUIP	PL	35.73
		OFFICE SUPPLIES	SWR	26.20
		OFFICE SUPPLIES	SAN	14.29
		WARRANT TOTAL		238.16
57971	ALLIANCE OFFICE PRODUCTS	SUPPLIES	JUD	30.59
		WARRANT TOTAL		30.59
57972	ALPINE FIRE & SAFETY	SUPPLIES	JUD	93.96
		OFFICE/OPERATING SUPPLIES	PD	90.45
		REPAIRS/MAINTENANCE BLDG.	LIB	14.74
		SAFETY EQUIPMENT	PL	28.94
		EQUIPMENT & VEHICLES	CEM	86.40
		EQUIPMENT & VEHICLES - STREETS		129.60
		WARRANT TOTAL		444.09
57973	APEX TOWING	PROFESSIONAL SERVICES	PD	172.80
		WARRANT TOTAL		172.80
57974	APPLIED INDUSTRIAL TECH	MAINT OF GENERAL EQUIP	SWR	31.27
		WARRANT TOTAL		31.27
57975	A.S.A.P. SIGN & DESIGN	OP. SUPPLIES - GOLF	PL	286.20
		WARRANT TOTAL		286.20
57976	ASI	PROFESSIONAL SERVICES	SWR	135.00
		PROFESSIONAL SERVICES	SWR	70.00
		WARRANT TOTAL		205.00
57977	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	1,193.42
		AUTO FUEL	PD	1,337.43
		AUTO FUEL/DIESEL	FD	554.17
		VEHICLE FUEL / DIESEL		513.16
		VEHICLE FUEL / DIESEL		168.08
		AUTO FUEL/DIESEL	SWR	130.18
		AUTO FUEL/DIESEL	SAN	1,370.16
		WARRANT TOTAL		5,266.60

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57978	AT & T	TELEPHONE	JUD	.95
		TELEPHONE	FIN	27.02
		TELEPHONE	LGL	47.30
		TELEPHONE	PLN	19.86
		TELEPHONE	INSP	.95
		TELEPHONE	SWR	10.63
		WARRANT TOTAL		106.71
57979	AVAYA INC	REPAIRS & MAINTENANCE	PD	561.31
		REPAIRS/MAINT-EQUIP	FD	561.30
		WARRANT TOTAL		1,122.61
57980	BANK OF AMERICA	TUITION/REGISTRATION	FD	270.00
		WARRANT TOTAL		270.00
57981	BAY CITY SUPPLY	OFFICE/OPERATING SUPPLIES	PD	106.88
		OFFICE/OPERATING SUPPLIES	PD	17.57
		OFFICE/OPERATING SUPPLIES	PD	44.05
		OPERATING SUPPLIES	FD	106.88
		OPERATING SUPPLIES	FD	17.57
		OPERATING SUPPLIES	FD	44.06
		WARRANT TOTAL		337.01
57982	BERG VAULT COMPANY	LINERS	PL	1,520.00
		WARRANT TOTAL		1,520.00
57983	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	26.00
		UNIFORMS/ACCESSORIES	PD	336.74
		UNIFORMS/ACCESSORIES	PD	353.06
		UNIFORMS/ACCESSORIES	PD	66.36
		UNIFORMS/ACCESSORIES	PD	355.67
		UNIFORMS/ACCESSORIES	PD	384.83
		UNIFORMS/ACCESSORIES	PD	87.04
		UNIFORMS/ACCESSORIES	PD	9.52
		UNIFORMS/ACCESSORIES	PD	71.54
		UNIFORMS/ACCESSORIES	PD	146.73
		UNIFORMS/ACCESSORIES	PD	290.39
		UNIFORMS/ACCESSORIES	PD	91.38
		WARRANT TOTAL		2,219.26
57984	BROWN & COLE STORES	REPAIRS/MAINT-DORM	FD	45.44
		WARRANT TOTAL		45.44
57985	C & S CONSTRUCTION	RECYCLING FEE - YARD WASTE SAN		1,782.00
		WARRANT TOTAL		1,782.00
57986	CAREER TRACK	MISC-TUITION/REGISTRATION	FIN	49.00
		WARRANT TOTAL		49.00
57987	CINTAS CORPORATION #460	UNIFORMS	FD	62.45
		UNIFORMS	FD	62.45
		WARRANT TOTAL		124.90

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 08/09/2006 (Printed 08/03/2006 16:09)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
57988	CLAUDE LAVAL CORPORATION	MAINT OF GENERAL EQUIP	SWR	1,002.00
		WARRANT TOTAL		1,002.00
57989	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS	PLN	11.93
		SUPPLIES	ENG	11.93
		OFFICE/OPERATING SUPPLIES	PD	4.85
		OFF/OPER SUPPS & BOOKS	INSP	11.93
		OFF/OPER SUPPS & BOOKS	INSP	46.42
		WARRANT TOTAL		87.06
57990	CONCRETE NOR'WEST, INC.	CONST-SKAGIT ST LIGHT	AST	439.83
		CONST-SKAGIT ST LIGHT	AST	1,703.17
		CONST-SKAGIT ST LIGHT	AST	164.10
		WARRANT TOTAL		2,307.10
57991	CONSUMER RENTAL CENTER	REPAIRS/MAINT - EQUIP	PL	34.60
		WARRANT TOTAL		34.60
57992	COOK PAGING (WA)	TELEPHONE	FD	6.57
		WARRANT TOTAL		6.57
57993	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	56.59
		PROFES. SVCS. REIMBURSE	ENG	46.86
		WARRANT TOTAL		103.45
57994	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	56.81
		REPAIR & MAINT - AUTO	PD	464.48
		REPAIR & MAINT - AUTO	PD	35.91
		REPAIR & MAINT - AUTO	PD	228.92
		REPAIR & MAINT - AUTO	PD	37.96
		WARRANT TOTAL		824.08
57995	SKAGIT WEEKLY NEWS GROUP	SUPPLIES	FIN	254.34
		SUPPLIES/BOOKS	PLN	84.78
		SUPPLIES	ENG	84.78
		PRINTING/PUBLICATIONS	PD	73.44
		PRINTING/PUBLICATIONS	PD	66.96
		OFF/OPER SUPPS & BOOKS	INSP	84.78
		WARRANT TOTAL		649.08
57996	CREIGHTON ENGINEERING INC	PROFESSIONAL SERVICES	FD	495.00
		WARRANT TOTAL		495.00
57997	CRYSTAL SPRINGS	OPERATING SUPPLIES	SAN	34.01
		WARRANT TOTAL		34.01
57998	CUSTOM EMBROIDERY	CLOTHING	SWR	149.77
		SAFETY EQUIPMENT	SWR	81.31
		WARRANT TOTAL		231.08
57999	DATA BASE	OFFICE/OPERATING SUPPLIES	PD	30.00
		WARRANT TOTAL		30.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
58000	DAY WIRELESS SYSTEMS INC	REPAIR/MAINTENANCE	PD	351.51
		WARRANT TOTAL		351.51
58001	DESTINATION WIRELESS	UNIFORMS/ACCESSORIES	PD	43.19
		WARRANT TOTAL		43.19
58002	DIVERSINT	REPAIRS & MAINTENANCE	PD	33.20
		REPAIRS/MAINT-EQUIP	FD	33.20
		WARRANT TOTAL		66.40
58003	E & E LUMBER	OPERATING SUPPLIES	PL	15.66
		SUPPLIES - CAMPGROUND	PL	4.58
		SUPPLIES - CAMPGROUND	PL	24.11
		REPAIRS/MAINT - EQUIP	PL	17.95
		REPAIRS/MAINT - EQUIP	PL	20.91
		REPAIRS/MAINT-CAMPGROUND	PL	62.81
		REPAIRS/MAINT-CAMPGROUND	PL	18.31
		REPAIRS/MAINT-CAMPGROUND	PL	61.16
		REPAIRS/MAINT-CAMPGROUND	PL	107.55
		REPAIRS/MAINT-CAMPGROUND	PL	10.44
		REPAIRS/MAINT-CAMPGROUND	PL	21.04
		REPAIRS/MAINT-CAMPGROUND	PL	15.52
		REPAIRS/MAINT-SENIOR CENTER	PL	80.73
		REPAIRS/MAINT-HHS	PL	109.18
		MAINTENANCE OF LINES	SWR	40.13
		WARRANT TOTAL		610.08
58004	ENTERPRISE SALES, INC.	REPAIRS/MAINT-EQUIP	SAN	590.47
		WARRANT TOTAL		590.47
58005	EMERGENCY MEDICAL	OPERATING SUPPLIES	FD	727.41
		WARRANT TOTAL		727.41
58006	ESARY ROOF & SIDING, INC	REPAIRS/MAINTENANCE BLDG.	LIB	75.00
		WARRANT TOTAL		75.00
58007	EVERTON GENEALOGICAL HELPER	BOOKS, PERIOD, RECORDS	LIB	49.00
		WARRANT TOTAL		49.00
58008	FLOYD, WINNIE	OFFICE/OPERATING SUPPLIES	PD	40.95
		WARRANT TOTAL		40.95
58009	GAYLORD BROS.	SUPPLIES	LIB	178.97
		WARRANT TOTAL		178.97
58010	GLENN B. ALLEN JEWELERS	PROFESSIONAL SERVICES	PD	10.80
		WARRANT TOTAL		10.80
58011	GOOD HOUSEKEEPING	BOOKS, PERIOD, RECORDS	LIB	25.84
		WARRANT TOTAL		25.84
58012	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	269.89

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		EQUIPMENT LEASES	CS	308.99
		WARRANT TOTAL		578.88
58013	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	337.92
		WARRANT TOTAL		337.92
58014	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	119.79
		WARRANT TOTAL		119.79
58015	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	905.00
		HUMANE SOCIETY	PD	915.00
		WARRANT TOTAL		1,820.00
58016	INFORMATION TODAY INC	BOOKS, PERIOD, RECORDS	LIB	64.95
		WARRANT TOTAL		64.95
58017	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	10.40
		BOOKS, PERIOD, RECORDS	LIB	37.27
		BOOKS, PERIOD, RECORDS	LIB	18.53
		BOOKS, PERIOD, RECORDS	LIB	21.60
		BOOKS, PERIOD, RECORDS	LIB	1,395.91
		BOOKS, PERIOD, RECORDS	LIB	22.25
		BOOKS, PERIOD, RECORDS	LIB	66.88
		BOOKS, PERIOD, RECORDS	LIB	35.58
		BOOKS, PERIOD, RECORDS	LIB	34.78
		BOOKS, PERIOD, RECORDS	LIB	104.06
		BOOKS, PERIOD, RECORDS	LIB	14.96
		BOOKS, PERIOD, RECORDS	LIB	11.88
		BOOKS, PERIOD, RECORDS	LIB	7.21
		BOOKS, PERIOD, RECORDS	LIB	7.27
		WARRANT TOTAL		1,788.58
58018	JOHN, RONALD	RETIRED MEDICAL	PD	213.00
		WARRANT TOTAL		213.00
58019	KIDS DISCOVER	BOOKS, PERIOD, RECORDS	LIB	38.90
		WARRANT TOTAL		38.90
58020	L N CURTIS & SONS	OPERATING SUPPLIES	FD	52.59
		OPERATING SUPPLIES	FD	160.35
		WARRANT TOTAL		212.94
58021	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	475.00
		WARRANT TOTAL		475.00
58022	LOGGERS AND CONTRACTORS	OP. SUPPLIES - TRAFFIC	PL	84.24
		WARRANT TOTAL		84.24
58023	MSB ENTERPRISES INC.	OP. SUPPLIES - GOLF	PL	270.00
		WARRANT TOTAL		270.00
58024	MCLOUGHLIN & EARDLEY CORP	VEHICLES	PD	2,363.88

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		2,363.88
58025	MARTIN MARIETTA MATERIALS	CONST-SKAGIT ST LIGHT	AST	1,598.45
		WARRANT TOTAL		1,598.45
58026	MIKE HAWKINGS TRUCKING	REPAIRS/MAINT-BUILDING	SAN	184.00
		WARRANT TOTAL		184.00
58027	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	182.58
		PROFESSIONAL SERVICES	INSP	191.12
		PROFESSIONAL SERVICES	INSP	1,373.84
		PROFESSIONAL SERVICES	INSP	3,540.71
		PROFESSIONAL SERVICES	INSP	153.47
		PROFESSIONAL SERVICES	INSP	526.33
		PROFESSIONAL SERVICES	INSP	88.22
		PROFESSIONAL SERVICES	INSP	186.85
		WARRANT TOTAL		6,243.12
58028	MOTORS & CONTROLS CORP.	MAINT OF GENERAL EQUIP	SWR	441.55
		WARRANT TOTAL		441.55
58029	MOUNT VERNON TOWING INC	REPAIRS/MAINT-EQUIP	SAN	423.90
		WARRANT TOTAL		423.90
58030	MT. BAKER OVERHEAD	REPAIRS/MAINT - EQUIP	PL	163.62
		WARRANT TOTAL		163.62
58031	NATIONAL BARRICADE CO LLC	OP. SUPPLIES - TRAFFIC	PL	455.87
		WARRANT TOTAL		455.87
58032	NEW PIG CORPORATION	SMALL TOOLS & MINOR EQUIP	SAN	192.81
		WARRANT TOTAL		192.81
58033	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	115.95
		TELEPHONE	LGL	146.64
		TELEPHONE	PLN	51.52
		NEXTEL CELL PHONES		90.17
		TELEPHONE	PD	695.70
		TELEPHONE	FD	309.12
		TELEPHONE	INSP	90.17
		TELEPHONE	PL	649.02
		NEXTEL CELL PHONES		231.90
		NEXTEL CELL PHONES	SAN	231.90
		WARRANT TOTAL		2,612.09
58034	OFFICE DEPOT	REPAIR & MAINTENANCE	ENG	19.32
		OFFICE/OPERATING SUPPLIES	PD	220.72
		OFFICE/OPERATING SUPPLIES	PD	151.35
		REPAIRS/MAINT-EQUIP	FD	79.31
		OPERATING SUPPLIES	SWR	140.83
		WARRANT TOTAL		611.53

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
58035	OFFICE SYSTEMS	REPAIR/MAINTENANCE	JUD	129.60
		SUPPLIES/BOOKS	PLN	266.18
		SUPPLIES	ENG	266.18
		OFF/OPER SUPPS & BOOKS	INSP	266.17
		WARRANT TOTAL		928.13
58036	OLIVER-HAMMER CLOTHES	CLOTHING	PL	62.05
		OPERATING SUPPLIES	SWR	86.38
		SAFETY EQUIPMENT	SWR	26.98
		WARRANT TOTAL		175.41
58037	ORKIN-EVERETT	REPAIRS & MAINTENANCE	PD	136.12
		REPAIRS/MAINT-DORM	FD	136.13
		WARRANT TOTAL		272.25
58038	OSO LUMBER	REPAIRS & MAINTENANCE	PD	211.96
		OPERATING SUPPLIES	SWR	281.44
		WARRANT TOTAL		493.40
58039	OVERALL LAUNDRY SERV INC	MISC - JUDGEMENT & DAMAGES	CS	28.27
		MISC-LAUNDRY	PL	33.15
		MISC-LAUNDRY	PL	20.68
		MISC-LAUNDRY	PL	33.15
		LAUNDRY	SWR	24.26
		WARRANT TOTAL		139.51
58040	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	88.12
		WARRANT TOTAL		88.12
58041	PITNEY BOWES, INC.	SUPPLIES	FIN	237.71
		SUPPLIES	FIN	73.42
		WARRANT TOTAL		311.13
58042	PROQUEST INFO & LEARNING	MISC-WA LIB NETWK DIR DUES	LIB	169.72
		WARRANT TOTAL		169.72
58043	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	SWR	29.30
		WARRANT TOTAL		29.30
58044	PUBLIC SAFETY TESTING	PROFESSIONAL SERVICES	PD	206.25
		WARRANT TOTAL		206.25
58045	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS	766.71
		PUB UTILITIES-MALL	CS	6.91
		PUB UTILITIES-MALL	CS	20.78
		PUBLIC UTILITIES	FD	1,289.84
		PUBLIC UTILITIES	LIB	266.21
		ADVERTISING	HOT	6.91
		PUBLIC UTILITIES	PL	36.91
		PUBLIC UTILITIES	PL	145.87
		PUBLIC UTIL - STREETLIGHTS	PL	55.08
		PUBLIC UTIL - STREETLIGHTS	PL	177.04

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		PUBLIC UTIL - CAMPGROUND PL	563.83
		PUBLIC UTIL - COMM CENTER PL	105.06
		PUBLIC UTIL - SENIOR CENTER PL	265.72
		PUBLIC UTIL - TRAIN PL	76.80
		PUBLIC UTIL - HHS PL	191.70
		PUBLIC UTILITIES SWR	6,554.20
		PUBLIC UTILITIES SWR	98.68
		PUBLIC UTILITIES SAN	78.41
		WARRANT TOTAL	10,706.66
58046	PUGET SOUND LEASING CO. INC	PUBLIC UTILITIES PL	8.69
		PUBLIC UTIL - CAMPGROUND PL	16.64
		PUBLIC UTIL - COMM CENTER PL	32.75
		PUBLIC UTIL - SENIOR CENTER PL	136.24
		PUBLIC UTILITIES SWR	150.76
		WARRANT TOTAL	345.08
58047	R & D SUPPLY, INC.	MAINTENANCE OF LINES SWR	946.56
		WARRANT TOTAL	946.56
58048	RAM CONSTRUCTION	CONSTRUCTION-TOWNSHIP LINE PWT	624,740.25
		CONSTRUCTION-TOWNSHIP LINE PWT	44,887.50
		WARRANT TOTAL	669,627.75
58049	RINKER MATERIALS	ROADWAY - ARTERIAL MAINT AST	25,340.31
		ROADWAY - ARTERIAL MAINT AST	14,035.50
		WARRANT TOTAL	39,375.81
58050	RONK BROTHERS, INC.	REPAIRS/MAINTENANCE BLDG. LIB	91.80
		WARRANT TOTAL	91.80
58051	ROTO-ROOTER SERVICES CO	REPAIRS/MAINT-COMM CENTER PL	430.65
		WARRANT TOTAL	430.65
58052	SCHORNO, DAVE	MISC-DUES/SUBSCRIPTIONS SWR	72.00
		WARRANT TOTAL	72.00
58053	SCIENTIFIC SUPPLY	OPERATING SUPPLIES SWR	139.99
		OPERATING SUPPLIES SWR	166.10
		WARRANT TOTAL	306.09
58054	SEAWESTERN FIRE FIGHTING EQUIP.	SMALL TOOLS & MINOR EQUIP FD	1,026.27
		WARRANT TOTAL	1,026.27
58055	SEATTLE PUMP AND EQUIP CO	MAINTENANCE OF LINES SWR	184.96
		WARRANT TOTAL	184.96
58056	SEDGWICK CMS	INDUSTRIAL INSURANCE LGS	1.95
		INDUSTRIAL INSURANCE JUD	3.73
		INDUSTRIAL INSURANCE EXE	2.42
		INDUSTRIAL INSURANCE FIN	6.78
		INDUSTRIAL INSURANCE LGL	4.08

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		INDUSTRIAL INSURANCE	39.98
		INDUSTRIAL INSURANCE	51.85
		INDUSTRIAL INSURANCE	397.35
		INDUSTRIAL INSURANCE	15.75
		INDUSTRIAL INSURANCE	10.66
		INDUSTRIAL INSURANCE	98.85
		INDUSTRIAL INSURANCE	17.44
		INDUSTRIAL INSURANCE	21.56
		INDUSTRIAL INSURANCE	323.79
		INDUSTRIAL INSURANCE	290.26
		INDUSTRIAL INSURANCE	140.53
		WARRANT TOTAL	1,426.98
58057	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	13.20
		OPERATING SUPPLIES	8.58
		OPERATING SUPPLIES	5.92
		SMALL TOOL & MINOR EQUIP	5.36
		SMALL TOOL & MINOR EQUIP	23.50
		REPAIRS/MAINT - EQUIP	7.98
		REPAIRS/MAINT - EQUIP	25.06
		REPAIRS/MAINT - EQUIP	8.33
		REPAIRS/MAINT - EQUIP	6.58
		MAINT OF GENERAL EQUIP	5.31
		EQUIPMENT & VEHICLES	195.95
		EQUIPMENT & VEHICLES - STREETS	96.79
		EQUIPMENT & VEHICLES - STREETS	391.90
		EQUIPMENT & VEHICLES - STREETS	96.78
		WARRANT TOTAL	891.24
58058	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	11,763.00
		WARRANT TOTAL	11,763.00
58059	SEVEN SISTERS, INC.	MAINT OF GENERAL EQUIP	2,277.72
		WARRANT TOTAL	2,277.72
58060	SIERRA CLUB MEMBER SVC.	BOOKS, PERIOD, RECORDS	12.00
		WARRANT TOTAL	12.00
58061	SKAGIT COUNTY SHERIFF	PRISONERS	6,910.79
		PRISONERS	2,168.33
		WARRANT TOTAL	9,079.12
58062	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	120.84
		WARRANT TOTAL	120.84
58063	SKAGIT FARMERS SUPPLY	REPAIRS/MAINTENANCE BLDG.	59.38
		WARRANT TOTAL	59.38
58064	SKAGIT DOMESTIC VIOLENCE	PROFESSIONAL SERVICES	600.00
		SKAGIT CO DOMESTIC VIOLENCE DV	2,000.00
		WARRANT TOTAL	2,600.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
58065	SKAGIT RIVER STEEL	CONTAINERS	SAN	475.57
		WARRANT TOTAL		475.57
58066	SKAGIT VALLEY PUBLISHING	ADVERTISING/LEGAL PUBLIC	PLN	52.00
		ADVERTISING/LEGAL PUBLIC	PLN	49.40
		ADVERTISING/LEGAL PUBLIC	PLN	49.40
		ADVERTISING/LEGAL PUBLIC	PLN	156.00
		ADVERTISING/LEGAL PUBLIC	PLN	39.00
		WARRANT TOTAL		345.80
58067	SK. VALLEY MED. CTR INC	PROF SERVICE-MEDICAL EXAMS	FD	475.00
		WARRANT TOTAL		475.00
58068	SOLUTIONS SAFETY SVC INC	REPAIRS/MAINT-EQUIP	FD	191.65
		SUPPLIES & BOOKS	FD	65.01
		WARRANT TOTAL		256.66
58069	SOLID WASTE SYSTEMS, INC.	REPAIRS/MAINT-EQUIP	SAN	323.74
		WARRANT TOTAL		323.74
58070	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	23.22
		WARRANT TOTAL		23.22
58071	THUNDERBIRD LUBRICATIONS	VEHICLE FUEL / DIESEL		223.92
		WARRANT TOTAL		223.92
58072	TRAIL ROAD SHELL	SUPPLIES & BOOKS	FD	7.96
		WARRANT TOTAL		7.96
58073	TRUCK TOYS INC	EQUIPMENT & VEHICLES	CEM	324.00
		EQUIPMENT & VEHICLES	CEM	108.00
		EQUIPMENT & VEHICLES - STREETS		324.00
		EQUIPMENT & VEHICLES	SWR	324.00
		WARRANT TOTAL		1,080.00
58074	TRUE VALUE	REPAIRS & MAINTENANCE	PD	52.91
		REPAIRS & MAINTENANCE	PD	12.96
		REPAIRS & MAINTENANCE	PD	3.24
		REPAIRS & MAINTENANCE	PD	44.27
		REPAIRS & MAINTENANCE	PD	56.46
		SMALL TOOLS & MINOR EQUIP	FD	2.47
		OPERATING SUPPLIES	PL	12.95
		OPERATING SUPPLIES	PL	16.19
		OPERATING SUPPLIES	PL	18.34
		OPERATING SUPPLIES	PL	4.63
		OPERATING SUPPLIES	PL	16.19
		OPERATING SUPPLIES	PL	10.97
		OP. SUPPLIES - GOLF	PL	63.62
		SMALL TOOL & MINOR EQUIP	PL	183.59
		REPAIRS/MAINT - EQUIP	PL	26.99
		REPAIRS/MAINT - EQUIP	PL	62.63
		REPAIRS/MAINT - EQUIP	PL	9.48

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIRS/MAINT - EQUIP PL	19.58
		REPAIRS/MAINT-CAMPGROUND PL	20.50
		REPAIRS/MAINT-SENIOR CENTER PL	43.23
		EQUIPMENT MAINT - GOLF PL	7.42
		OPERATING SUPPLIES SWR	14.03
		OPERATING SUPPLIES SWR	3.77
		OPERATING SUPPLIES SWR	12.05
		OPERATING SUPPLIES SWR	29.97
		REPAIRS/MAINT-BUILDING SAN	16.65
		REPAIRS/MAINT-BUILDING SAN	52.60
		OPERATING SUPPLIES SAN	48.58
		OPERATING SUPPLIES SAN	14.56
		WARRANT TOTAL	854.91
58075	TUCKER, WILLIAM L.	SMALL TOOLS/MINOR EQUIP PD	45.00
		WARRANT TOTAL	45.00
58076	USA BLUE BOOK	MAINTENANCE OF LINES SWR	412.67
		OPERATING SUPPLIES SWR	182.70
		WARRANT TOTAL	595.37
58077	VALLEY AUTO SUPPLY	MAINTENANCE OF VEHICLES SWR	6.93
		REPAIRS/MAINT-EQUIP SAN	67.99
		REPAIRS/MAINT-EQUIP SAN	940.68
		WARRANT TOTAL	1,015.60
58078	VAN'S EQUIPMENT RENT. INC	CONST-SKAGIT ST LIGHT AST	410.40
		WARRANT TOTAL	410.40
58079	VERIZON WIRELESS	TELEPHONE - CAMPGROUND PL	35.84
		WARRANT TOTAL	35.84
58080	VERIZON NORTHWEST	TELEPHONE JUD	61.98
		TELEPHONE FIN	57.59
		TELEPHONE PD	81.01
		TELEPHONE PD	276.75
		TELEPHONE PD	908.45
		TELEPHONE LIB	147.75
		TELEPHONE PL	324.23
		TELEPHONE SWR	478.21
		TELEPHONE SWR	36.36
		TELEPHONE SAN	189.68
		WARRANT TOTAL	2,562.01
58081	VISTEN, LESLIE	RETIRED MEDICAL PD	162.00
		RETIRED MEDICAL PD	83.00
		WARRANT TOTAL	245.00
58082	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS PD	129.00
		WARRANT TOTAL	129.00
58083	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	6,277.40

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	6,277.40
		RUN TOTAL	814,646.90

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	63,924.46
104	ARTERIAL STREET FUND	43,691.76
105	LIBRARY FUND	3,118.71
108	STADIUM FUND	6.91
110	PUBLIC LANDS 110	8,700.02
332	PWTF SEWER CONSTRUCTION FUND	669,627.75
401	SEWER FUND	16,037.81
412	SOLID WASTE FUND	7,462.06
501	EQUIPMENT REPLACEMENT FUND	2,077.42
TOTAL		814,646.90

DEPARTMENT	AMOUNT
001 000 000	6,277.40
001 000 011	1.95
001 000 012	1,400.57
001 000 013	2.42
001 000 014	845.63
001 000 015	318.86
001 000 018	1,401.55
001 000 019	827.19
001 000 020	634.82
001 000 021	24,789.98
001 000 022	18,658.34
001 000 024	6,765.75
001 000 062	2,000.00
FUND CURRENT EXPENSE FUND	63,924.46
104 000 042	43,691.76
FUND ARTERIAL STREET FUND	43,691.76
105 000 072	3,118.71
FUND LIBRARY FUND	3,118.71
108 000 019	6.91
FUND STADIUM FUND	6.91
110 000 042	8,700.02
FUND PUBLIC LANDS	110 8,700.02
332 000 082	669,627.75
FUND PWTF SEWER CONSTRUCTION FUND	669,627.75
401 000 035	16,037.81
FUND SEWER FUND	16,037.81
412 000 037	7,462.06
FUND SOLID WASTE FUND	7,462.06
501 000 102	714.35
501 000 103	1,039.07
501 000 401	324.00
FUND EQUIPMENT REPLACEMENT FUND	2,077.42
TOTAL	814,646.90

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.

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

# Skagit County Senior Services

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Sedro Woolley Senior Center  
715 Pacific Street  
Sedro Woolley, WA 98284  
(360) 855-1531

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 09 2006

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

July 31, 2006

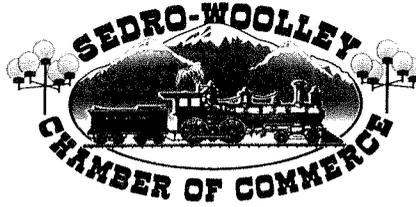
To The Sedro-Woolley City Council & Mayor Dillon;

Our past picnics at Riverfront Park are so popular that we have had decided to host another picnic and invite all the Senior Centers in the County to participate. The Sedro-Woolley Senior Center requests that the fee for the large picnic shelter at Riverfront Park be waived for this event. The date we have in mind is Thursday, Sept. 14<sup>th</sup>, 2006. We would like to use the shelter from 10:30 a.m. until 2:00 p.m. We would also like to extend an invitation for anyone that would like to join us as our guests. A BBQ lunch will be provided by our nutrition program and there will be entertainment by The Renegades.

Thank you in advance for your support,



Ellen Palmer  
Sedro-Woolley Senior Center Coordinator



CITY OF SEDRO-WOOLLEY  
RECEIVED ON

AUG 0 1 2006

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

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 0 9 2006

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

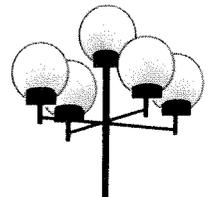
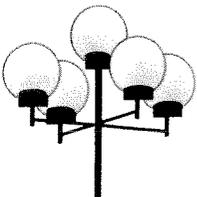
July 31, 2006

Honorable Mayor Sharon Dillon  
Members of the City Council

The Sedro-Woolley Chamber of Commerce is requesting the closure of Metcalf Street from Ferry Street north to Eastern Street on Thursday, August 24, 2006 from the hours of 3:00 pm to 8:00 pm for a chamber member after hours "Bite of Sedro-Woolley" event. We would also like to request the use 2 or 3 large garbage containers. If barriers could be provided for the street closure the chamber members will monitor garbage. Thank you for your consideration.

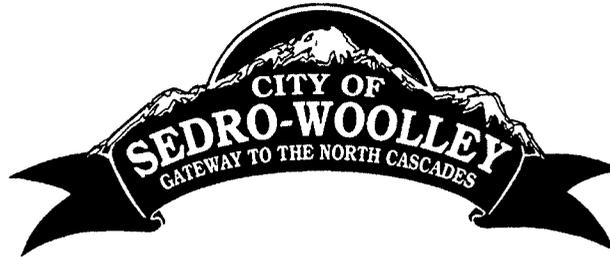
Respectfully,

Rick Lemley  
Chamber 2<sup>nd</sup> V.P.



AUG 09 2006

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



## MEMORANDUM

**TO:** Mayor Dillon and City Council

**FROM:** Allen Rozema, City Planner *A*

**DATE:** Wednesday, August 02, 2006

**SUBJECT:** Approval to hire an associate planner

### Background

The Sedro-Woolley Planning Department, until just recently, was staffed with two positions, a City Planner and Planning Technician. With the departure of the previous City Planner, the former City Attorney stepped in and took over the City's long range planning responsibilities with assistance from Planning Technician. The Planning Technician focused primarily on current planning tasks. With the departure of the Planning Technician last year I was hired as the new City Planner and tasked immediately with taking over and improving the current planning and permitting processes while the former City attorney retained the long range planning responsibilities. This arrangement was expected to continue through the 2006 fiscal year.

With the unplanned departure of the City Attorney and because I am also the acting building official providing administrative oversight of the building department, there is now an acute staffing shortage to cover long range planning, current planning and building department responsibilities. Under the current staffing level the City Council will need to make a decision to either focus on long range planning and GMA compliance activities or on current planning and permitting activities. There is not the staff to adequately to do both.

It is proposed that the City Council upgrade the former Planning Technician position to an Associate Planner position and hire an Associate Planner to help fill the vacancy in the Planning Department created by the unplanned departure of the former City Attorney. A review of the 2006 Planning Department budget has identified that with some minor line item adjustments along with projected permit revenue for the remainder of the year that there will be sufficient revenue to fund this position.

### RECOMMENDED ACTION

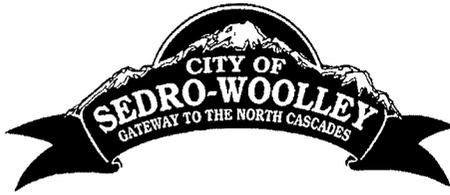
Motion to authorize the Mayor to hire an Associate Planner and a request that staff bring a budget amendment to the council consistent with this action.

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 09 2006

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 34

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
720 Murdock Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-1661  
Fax (360) 855-0707



Eron M. Berg  
City Attorney

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MEMO TO: City Council  
RE: Northwest Datum and Design Agreement  
DATE: August 9, 2006

ISSUE: Should the Council authorize the Mayor to sign the proposed agreement with Northwest Datum and Design?

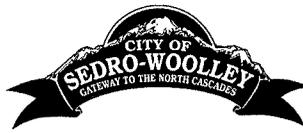
BACKGROUND: This item has been presented for action at the City Council on several occasions prior to today and most recently at the Council's August 1, 2006 work session for discussion. Council discussion included concerns described by Councilman Requa in his alternate proposal. His proposal appears to reduce the scope, but does not appear to me to differ in its ultimate methodology for the acquisition of the rights-of-way.

I have reviewed the draft NWDD contract and scope and believe it will serve the City's interests. The proposed contract specifies a scope of work that includes the following:

- A. Survey to determine what is currently existing & limited title reports;
- B. Mapping of available rights-of-way based upon information from A;
- C. Prepare legal descriptions for area to be acquired by the City; and
- D-F. Set corners of newly identified rights-of-way and record survey map of area; and
- G. Coordination.

This contract sets an amount not to exceed of \$20,000.00 and estimated amounts not to exceed for each phase. I recommend that you authorize this contract and scope of work with the understanding that the Public Works Director will begin with item A from the scope of work and utilize items B-G as required to meet the City's objectives.

RECOMMENDATION: Motion to authorize the Mayor to sign the proposed agreement subject to phased implementation as described in this memo.



**PROFESSIONAL SERVICES AGREEMENT No. 06 - 02.**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this 9th day of August, 20 06, 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 Northwest Datum and Design whose address is 1128 E. Fairhaven, Burlington, WA 98233, 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 engineering and surveying consultant that are requested by the City of Sedro-Woolley

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

These services shall include:

see Attachment A for Scope of Work.

**2. Relationship of Parties.**

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

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

**3. Time of Performance.**

The service of the Contractor is to commence

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

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

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

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

City shall pay the Contractor  
 \$ \_\_\_\_\_ per \_\_\_\_\_, plus an additional sum for costs as normally billed by professionals in the business, including mylars, extra-ordinary postage, copying and transportation, together with applicable sales tax, if any.  
 pursuant to the schedule set forth on Attachment [ ] A [ x ] B [ ] C, "January 2006 Rate Schedule".  
 \$ 20,000 is the maximum amount to be paid under this Agreement, and it shall not be exceeded without City's prior written agreement in the form of a negotiated and executed supplemental agreement.

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

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

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

**7. Termination.**

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

- A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:
- a) Material violation of this agreement.
  - b) Failure to maintain professional standards in the performance of services related to this agreement.

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

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

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

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

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

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

**10. Liability and Hold Harmless.**

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

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

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

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

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

**12. Amendments.**

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

**13. Scope of Agreement.**

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

**14. Ratification.**

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

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

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

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

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

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

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

CONTRACTOR:

\_\_\_\_\_

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

8/2/2006

Proposal P0755  
Project \_\_\_\_\_

Mr. Rick Blair  
Director of Public Works/City Engineer  
720 Murdock St.  
Sedro Woolley, WA 98284-1426

**RE: Itemization of Proposal for Rita Street Right of Way**

Greetings Rick,

Thank you for the opportunity to offer our survey services to assist in resolving the W. Nelson, Borseth, Robinson, and Rita Street's Right's of Way, in the SW1/4 of the SW1/4 of Section 24, Township 35 North, Range 04 East. Presented is the cost to complete the research, title search, deed search, surveying, mapping and recording for the **Rita Street Right of Way** project.

**The tasks to complete are as follows:**

**A. Topographical Survey \$5,585.00**

Locate existing property corners, street monument and occupation in areas where disparities are identified. Topo for occupation is limited to West Nelson, Borseth, Robinson and Rita Streets.

- 1. Survey Research \$ 400.00
- 2. Title Reports \$1,200.00

Obtain title reports as needed for road right of ways. Deeds for lots would be gathered for lots not part of existing Plats. After review of these deeds, title reports would be requested only for deeds where disparities are identified. Costs for title reports would be billed directly to the City. We are assuming that 30 deeds are to be reviewed under this item for an average cost of \$40 per deed.

**B. Right of Way Map \$3,050.00**

Map best available R/W condition.

\_\_\_\_\_  
NDD Initials      Client Initials

At the completion of our initial review, a property survey map will be completed showing the R/W's and property boundaries. At this point in the project, a meeting would be held with the City Project Manager to review the findings and further refine and define the scope of work to be completed.

The following proposal items are a best assessment of the necessary tasks, however, some of the tasks may not be necessary, as well as the possibility of the findings exposing additional requirements.

**C. Write Legal Descriptions for: \$4,000.00**

Dedication/Quiet Title/Fee Acquisition

Tasks for this item are based on a "per legal basis". We anticipate preparing as many as 20 legal descriptions accompanied with a Figure at a cost of **\$200.00** per Legal.

**D. Set R/W corners \$2,400.00**

**E. Record of Survey Map \$1,100.00**

**F. Execute and record documents (approx. 5 pages) \$ 205.00**

**G. Project supervision/Coordination meetings/Correspondence \$1,400.00**

**PROJECT TOTAL \$19,340.00**

Regards,

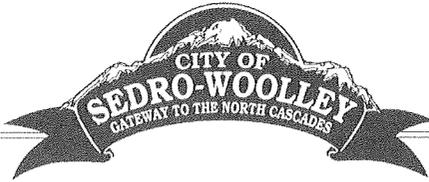
Mark Denham  
Project Surveyor  
Ofc. 360.755.0434  
Cell 360.661.4424

\_\_\_\_\_  
NDD Initials      Client Initials

ATTACHMENT "B"

JANUARY 2006 RATE SCHEDULE

Project Engineer	\$120/hour
Licensed Civil Engineer	\$105/hour
Engineering Tech	\$80/hour
Licensed Land Surveyor	\$120/hour
Survey Manager	\$105/hour
Survey Tech	\$80/hour
One-Man Survey Crew	\$105/hour
Two-Man Survey Crew	\$150/hour
Three-Man Survey Crew	\$175/hour
AutoCAD Tech	\$80/hour
Administrative	\$43/hour



**To:** Sedro-Woolley City Council  
**From:** Mayor Sharon D. Dillon  
**Date:** July 31, 2006  
**Re:** Interlocal Agreement

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 09 2006

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

---

**Issue:** Should the City enter into an interlocal agreement with Skagit County regarding a share of the Cities liquor tax.

**Background:** Before going into the 2006 budget David Asia with Skagit County Human Services came before you requesting an increase in the percentage of the liquor taxes and profits we collect. This increase would go to help fund the increasing need for treatment and prevention programs. Your agreement was to increase that share from 7% to 10% this interlocal finalizes that request. Along with this increase the agency has secured funding from grants and I believe that the County and other Cities in Skagit County have also increased their share percentage the same percentage amount. This agreement is for duration of 10 years unless termination of either party.

**Recommendation:** A motion to enter into Interlocal Cooperative Agreement #C20040456 between Skagit County and the City of Sedro-Woolley.

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS  
1800 CONTINENTAL PLACE, SUITE 100  
MOUNT VERNON, WA 98273

**AMENDMENT #1  
TO  
INTERLOCAL COOPERATIVE AGREEMENT #C20040456**

**BETWEEN**

**SKAGIT COUNTY  
AND  
CITY OF SEDRO WOOLLEY**

**THIS INTERLOCAL AGREEMENT AMENDMENT** is made and entered into by and between the **City of Sedro Woolley**, a municipal corporation of the State of Washington (hereinafter referred to as the "City") and **Skagit County**, Washington (hereinafter referred to as "County"), to amend Agreement #C20040456, as set forth below under "Terms of Amendment".

**TERMS OF AMENDMENT:**

A. Paragraph 1 of the Agreement is hereby amended to read as follows:

1. **PURPOSE:** Substance Abuse Treatment and Prevention programs in Skagit County are authorized by RCW 70.96A.087 and subsequent agreements between the County's Substance Abuse Treatment and Prevention programs and municipalities within Skagit County to receive from the City's share of liquor taxes and profits a sum annually which equals ten (10) percent of the liquor taxes and profits specifically to support Substance Abuse Treatment and Prevention programs.

The City desires to enter into an agreement whereby the County, through its Human Services Department, shall collect on a quarterly basis ten (10) percent of the City's share of liquor taxes and profits to assure the availability of Substance Abuse Treatment and Prevention programs, which may include such services as detoxification, sobering, stabilization, treatment, and prevention to all of the County's citizens.

B. Paragraph 2 of the Agreement is hereby amended to read as follows:

2. RESPONSIBILITIES: It is the responsibility of the Skagit County Human Services Department with guidance from the Skagit County Substance Abuse Board to approve expenditures from the ten (10) percent collected by Skagit County, through its Human Services Department, for the support of programs of alcoholism and other drug addiction in Skagit County, in a manner consistent with RCW 70.96A.087 and other applicable laws.

C. Paragraph 3 of the Agreement is hereby amended to read as follows:

3. TERM OF AGREEMENT: The term of this Agreement shall begin when the City receives its share of liquor taxes and profits for the first quarter of the calendar year 2006 and continue until December 31, 2016 or either party terminates by giving thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.

D. Paragraph 4 of the Agreement is hereby amended to read as follows:

4. MANNER OF FINANCING: Skagit County, through its Human Services Department, shall Invoice the City for ten (10) percent of the City's share of revenues from the liquor profits and taxes within 30-days of receipt of the State of Washington's Treasury Management System quarterly reports of Liquor Profits and Liquor Excise Tax.

E. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

GOVERNMENT AGENCY:  
City of Sedro Woolley

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
Sharon Dillon, Mayor  
(Date \_\_\_\_\_)

\_\_\_\_\_  
Kenneth A. Dahlstedt, Chairman

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

\_\_\_\_\_  
Don Munks, Commissioner

For Agreements under \$5000

Attest:

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

\_\_\_\_\_  
Gary Rowe, County Administrator  
(Authorization per Resolution #R20030146)

Approved as to Form Only:

Recommended:

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

By: \_\_\_\_\_  
Department Head

Mailing Address:

By: \_\_\_\_\_  
Trisha Logue, Budget / Finance Administrator

720 Murdock Street  
Sedro Woolley, WA 98284-1426

Approved as to Indemnification:

By: \_\_\_\_\_  
Risk Manager

Attest:

Approved as to Form:

\_\_\_\_\_  
JoAnne Giesbrecht  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

AUG 09 2006

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

# PROCLAMATION

## UNITED WAY CAMPAIGN IN SKAGIT COUNTY SEPTEMBER, OCTOBER, NOVEMBER 2006

*WHEREAS, the citizens of Sedro-Woolley are characterized by their determination to help each other in times of need; and*

*WHEREAS, this spirit of caring for one another is expressed by volunteers working with the United Way of Skagit County to raise funds for health and human service needs; and*

*WHEREAS, there are many local non profit agencies that are supported by United Way so health and human service needs can be met; and*

*WHEREAS, the United Way Campaign is an effective and efficient way to raise funds to support the very important work of these agencies*

**NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED BY THE CITY COUNCIL OF Sedro-Woolley that September, October and November are proclaimed "United Way Campaign Months" in 2006. The Mayor and City Council encourage everyone in the community to step forward with vigor and generosity to help your fellow man by volunteering and contributing financially to the United Way.**

**IN TESTIMONY WHEREOF, WE HEREUNTO SET OUR HANDS AND AFFIX THE OFFICIAL SEAL OF OUR OFFICE THIS 9 DAY OF August, 2006.**

(seal)

Sedro-Woolley City Council

Skagit, Washington

Sharon DrOellon  
Mayor

City Council Members:

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

Attest: \_\_\_\_\_

**AGENCIES/PROGRAMS IN SKAGIT COUNTY RECEIVING FUNDING FROM  
THE UNITED WAY OF SKAGIT COUNTY**

**THE AMERICAN RED CROSS (2)** *Anacortes-San Juan Islands Chapter and Mt. Baker Chapter-Skagit Valley* Provides relief to victims of disaster, helps families prevent, prepare for, and respond to emergencies. Provides training in CPR, First Aid and Babysitting.

**BIG BROTHERS BIG SISTERS OF NW WASHINGTON** A program that matches responsible adults with children from the community who need friendship, guidance and mentoring.

**BOY SCOUTS OF AMERICA-Mt. Baker Council** Provides programs for youth which emphasize character development, leadership training, cooperation, personal fitness and experience with the out of doors.

**BREAD OF LIFE FOOD BANK** Provides food to low income families in the Marblemount /Rockport area.

**CAMP FIRE USA Samish Council** An inclusive youth development program emphasizing personal life skills, ethical life styles, outdoor skills and leadership. Operates Camp Kirby for members and non-members.

**CATHOLIC COMMUNITY SERVICES WW-NW** Provides nondenominational mental health services for low-income children and families, parent guidance, impact of divorce on children workshops, therapeutic foster care and family support.

**CHINOOK ENTERPRISES** Provides vocational training and job placement for individuals with disabilities.

**COMPASS HEALTH** Provides mental health and chemical dependency treatment. Components include crisis intervention and services for children, adults, older adults and veterans.

**CONCRETE FOOD BANK** Provides food to low-income families in the Concrete area.

**FRIENDS OF WELCOME BABY/BABY TALK** A visitation program for all new parents in Skagit County to strengthen parenting skills, and the understanding of infant development.

**FRIENDSHIP HOUSE OF SKAGIT VALLEY** Provides emergency shelter and food for homeless individuals and families.

**GIRL SCOUTS-Totem Council** Helps girls from age 5 to 17 build character and skills for success in the real world. Emphasizes strong values and promotes an understanding of self worth.

**IDEAS FOR LIVING** A program that provides training and support to enhance basic life skills for people with limited resources. The goal is to increase self-sufficiency.

**MEALS ON WHEELS** Delivers meals to elderly and disabled shut-ins throughout the county on a regular basis.

**MOUNT VERNON COMMUNITY WELLNESS COUNCIL** Provides resources for local programs serving youth and families that promote a safe and healthy community.

**NORTH CASCADES HEALTH COUNCIL** Promotes healthy, safe, substance-free and violence-free communities.

**NORTHWEST YOUTH SERVICES** Provides a 'doorway to safety' for abused/neglected, runaway and homeless children, youth and families. Services include emergency shelter, supportive housing, counseling and support groups, private foster care, and restorative justice for youthful offenders.

**RETIRED SENIOR VOLUNTEER PROGRAM (R.S.V.P.)** Recruits senior volunteers (age 55 and over) and matches them in meaningful assignments with government and nonprofit agencies meeting local needs.

**SALVATION ARMY-Anacortes** Provides a community food bank, rent and utility assistance, emergency lodging, prescription assistance and counseling for families and individuals.

**SEA MAR COMMUNITY HEALTH CENTERS** Provides health care and social services for low-income people and the uninsured with special emphasis on the Hispanic community.

**SECRET HARBOR** Provides a continuum of specialized services including residential treatment and therapeutic foster care for children with severe emotional and behavioral disabilities.

**SKAGIT ADULT DAY CARE** Provides supervised care and social activities appropriate to individuals with memory loss or physical disabilities. Serves both participants and their caregivers who often need respite.

**SKAGIT COUNCIL ON AGING** Provides senior centers in all major communities in the county to enhance social interaction and activities beneficial to older adults.

**SKAGIT COUNTY COMMUNITY ACTION AGENCY** An umbrella agency of 25+ programs provides goal-oriented interventions and emergency assistance to reduce poverty impact. Programs include housing, literacy, WIC and more.

**SKAGIT DOMESTIC VIOLENCE AND SEXUAL ASSAULT SERVICES** Provides confidential and free emergency shelter and medical, legal and social services advocacy for victims of domestic violence and sexual assault.

**SKAGIT VALLEY FAMILY YMCA** Provides Child Care, After School Program, Children's Day Camp, and an Emergency Teen Shelter. In addition, the Y provides physical programs and activities for children, teens, adults, seniors and families.

**SPARC** (Skagit Preschool and Resource Center) Provides specialized programs for children with special needs (ages birth to twelve). Also provides family education and support.

**VOLUNTEERS OF AMERICA-NORTH SOUND 2-1-1** Meets community need for information and referral to health and human service resources via the telephone. Reduces duplication of effort among agencies.

**YOUTHNET** Provides foster care, parent support, truancy prevention, independent living skills training to high-risk youth and families. Also operates Emerson Alternative High School.



*"Community volunteers working to raise funds through a single annual appeal to help people through people."*

July 20, 2005

The Hon. Sharon Dillon  
Mayor, City of Sedro-Woolley  
720 Murdock  
Sedro-Woolley, WA 98284

Dear Sharon:

The annual United Way of Skagit County campaign to raise funds for local non-profit agencies is just around the corner. One very important component of the campaign is endorsement by local governmental bodies. This is normally accomplished with a proclamation that is adopted at a meeting of the Commissioners or Council.

Attached is a sample proclamation. The campaign months are the same (September, October and November). We would very much appreciate it if you would consider adopting such a proclamation again this year.

If you would like me or another representative of United Way to be in attendance when the proclamation is adopted, please contact me at the United Way office, (360) 755-9521, and I will make certain someone is present.

Thank you in advance for your efforts on behalf of the United Way of Skagit County. Last year we raised more than \$830,000 and thousands of local people were helped by those funds.

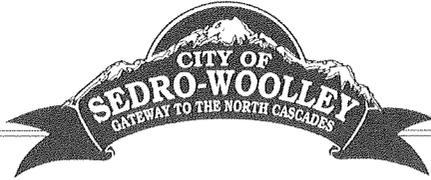
Sincerely,

A handwritten signature in cursive script that reads "Paul".

Paul G. Chaplik  
Executive Director

PGC:ec  
Enc.

P.S. Attached is a list of the agencies that are supported by United Way funds.



CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 09 2006

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

SUBJECT: PUBLIC COMMENT

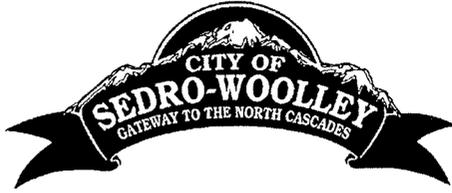
Name:  
Address:  
Narrative:

# **PUBLIC HEARING(S)**

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 09 2006

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
720 Murdock Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-1661  
Fax (360) 855-0707



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

Eron M. Berg  
City Attorney

---

MEMO TO: City Council  
RE: Joy Development agreement  
DATE: August 9, 2006

ISSUE: Should the Council authorize the mayor to sign the attached development agreement with the Joys following a public hearing?

BACKGROUND: The Joys are proposing to trade road right of way for credits against future traffic impact fees; this right of way will facilitate the development of the proposed foodbank being developed by Skagit County.

Under the terms of the agreement, the Joys are agreeing to: dedicate a fifty foot right of way. In exchange, they will receive credits for impact fees in the amount of \$68,000.00.

Since this item was tabled at the last Council meeting, two revisions have been made:

1. The following was added to Section 1.3: As funds are available, the City contemplates partnering with Skagit County and other developers to construct a City road on this right-of-way.
2. The following was modified in Section 2.2: It may be transferred to benefit an adjacent property owned by Joy.

RECOMMENDATION: Motion to authorize the mayor to sign the development agreement.

**Development Agreement between the City of Sedro-Woolley  
and Michael E. Joy and Janet K. Joy**

Pursuant to the authority granted by RCW 36.70B.170 through 210, the City of Sedro-Woolley, a Washington municipal corporation ("City") and Michael E. Joy and Janet K Joy, husband and wife ("Joy"), enter into the following agreement to promote the development of certain real property located within the City, upon the following terms and conditions ("Agreement").

**1.0 RECITALS**

1.1 Location of Property. Joy warrants that it controls certain real property located at 250 West Moore, Sedro-Woolley, Washington, being more particularly described as a PTN OF NW1/4 NW1/4 AKA TR 1 S/P6-79 AF#7906060032, SITUATE IN SKAGIT COUNTY, WASHINGTON.

1.2 Use of Property. Joy has realigned the boundary lines of this property by a BLA, and has sold one reconfigured lot to Skagit County for use as a regional food bank facility. Joy is retaining the other parcel for future development.

1.3 Benefits. The adjoining property owner is subdividing his property, and will construct a through street from SR 20 to Jones Road. Joy and the City recognizes the public and private benefits which will accrue from the dedication of road right-of-way to serve several adjoining owners, as well as the County parcel, as this area develops and SR 20 is upgraded. As funds are available, the City contemplates partnering with Skagit County and other developers to construct a City road on this right-of-way.

1.4 Consistency with Development Regulations. The BLA is a permitted use of Joy's property and will be generally consistent with current City development regulations. This agreement will facilitate a subsequent application to develop remaining property for permitted uses.

1.5 Scope of Agreement. This agreement governs only the dedication of public right-of-way and credits against transportation impact fees to be afforded to Joy in return. Approval of any matter other than the financial arrangements authorized in this agreement are outside the scope of this agreement, and subject to the process and regulations provided by ordinance and state law.

1.6 Council Approval. Pursuant to RCW 36.70B.200, a public hearing has been held before the City Council and the Council has by motion authorized the Mayor or Mayor's designee to enter into this Agreement.

**2.0 EXTENSION OF SANITARY SEWER AND ROAD IMPROVEMENT COSTS**

2.1 Dedication of Land for Road ROW. Joy will convey to the City right-of-way described as follows:

The South 50 feet of the East 340 feet of Lot 2 of Short Plat #SW06-79, approved May 30, 1979, recorded June 6, 1979 in Volume 3 of Short Plats at Page 122, under Auditor's File No.

7906060032, records of Skagit County, Washington; being a portion of the NW ¼ of Section 24, Township 35 North, Range 4 East, WM, Situated in Skagit County, Washington.

This description may be corrected to conform to the boundary line adjustment.

2.2 Credits Against Transportation Impact Fee. Joy will receive a credit against the transportation improvement fee for \$4.00 per square foot for 17,000 SF, or \$68,000.00.

This credit may be used for benefit of Lot 1, Short Plat #SW06-79 including property aggregated thereto by the BLA, now owned by Joy, as provided in City ordinances. The duration of this credit shall be extended from 6 years to 10 years. It may be transferred to benefit an adjacent property owned by Joy. It may be transferred with the benefited property.

2.3 Future Use of the Property. Nothing herein shall be deemed to permit any departures from the City's regulations for the proposed use of the property, except as expressly provided herein.

### 3.0 DISPUTE RESOLUTION

3.1 Party Consultation. In event of any dispute as to interpretation or application of the terms or conditions of this Agreement, the Owner (if the same retains an ownership interest in the Property), the City Engineer, and City Planner shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information.

3.2 Judicial Appeal. Any aggrieved party may appeal the decision of the City to the Skagit County Superior Court, as may be allowed by law and court rules.

### 4.0 GENERAL PROVISIONS

4.1 Recording. This Agreement shall, when approved by the City Council and executed by the parties hereto, be filed as a matter of public record in the office of the Skagit County Auditor and shall be in the nature of a covenant running with the premises. It is the intent to have this Agreement, so long as it is in force, to be considered, interpreted, and regarded as a covenant running with the land as to Joy's Property.

4.2 Applicable Law. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.

4.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

4.5 Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

4.6 Modification. This Agreement shall not be modified or amended except in writing signed by the City and Joy or their respective successors in interest.

4.7 Merger. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

4.8 Duty of Good Faith. Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement.

4.9 No Presumption Against Drafter. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

4.10 Notices. All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to any other party shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City:

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

If to Owner:

Mike Joy and Janet Joy, 250 W. Moore Street, Sedro-Woolley, WA 98284.

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

///

///

IN WITNESS WHEREOF, the undersigned have set their hands the day and date set out next to their signatures. ,

CITY OF SEDRO-WOOLLEY

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

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

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Eron Berg, City Attorney

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

\_\_\_\_\_  
Michael E. Joy

\_\_\_\_\_  
Janet K.Joy

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this date personally appeared before me Sharon Dillon and Patsy Nelson, to me known to be the Mayor and Clerk of the City of Sedro-Woolley, described in and who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged that they signed the same as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

GIVEN Under My Hand and Official Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

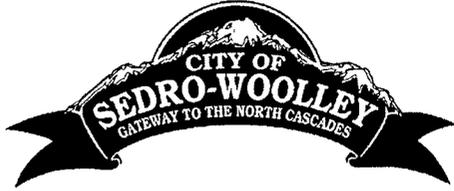
ON THIS DAY personally appeared before me Michael E. Joy and Janet K. Joy to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

CITY COUNCIL AGENDA  
REGULAR MEETING

AUG 09 2006



7:00 P.M. COUNCIL CHAMBERS CITY OF SEDRO-WOOLLEY  
AGENDA NO. 7 Sedro-Woolley Municipal Building  
720 Murdock Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-1661  
Fax (360) 855-0707

Eron M. Berg  
City Attorney

---

MEMO TO: City Council  
RE: Reenactment of Interim Zoning Control Ordinance  
DATE: August 9, 2006

ISSUE: Should the Council reenact the proposed interim zoning control ordinance with a reduced geographical area (no longer including the area within the City served by the Township sewer line North of Polte Road) after holding a public hearing?

BACKGROUND: Ordinance No. 1545-06 was adopted on April 26, 2006 and imposes a moratorium for a period of six months on most new development requiring connection to the Metcalf Street and Township Street sewer lines. The public works director has determined that this geographical area should be reduced as a result of recent improvements to the sewer system which allow for additional capacity on the Township line North of Polte Road.

RECOMMENDATION: Following a public hearing, a motion to adopt the proposed ordinance.

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

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

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

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

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

WHEREAS, the City Council of the City of Sedro-Woolley finds that a continuation of the moratorium, with modifications, enacted Ordinance No. 1474-04, Ordinance No. 1476-04, Ordinance No. 1492-04, Ordinance No. 1507-05, Ordinance 1528-05, and Ordinance 1545-06 is in the interests of the health, safety and welfare of the City, and

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

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

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

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

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

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

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

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

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

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

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

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

h. that City Council of the City of Sedro-Woolley should affirm as a temporary measure as authorized by RCW 36.70A.390, on an emergency basis, a limited moratorium on new subdivisions served by the Township Street and Metcalf Street lines as enacted and extended by Ordinance No. 1474-04, Ordinance No. 1476-04, Ordinance No. 1492-04, Ordinance No. 1507-05, Ordinance 1528-05 and Ordinance 1545-06.

**Section 10. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

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

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

\_\_\_\_\_  
MAYOR

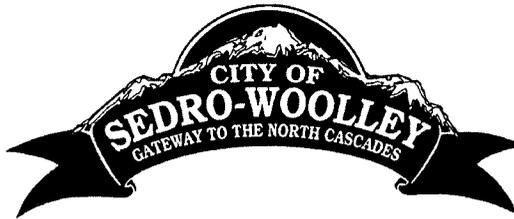
ATTEST:

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

APPROVED AS TO FORM:

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

# **NEW BUSINESS**



AUG 09 2006

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

## MEMORANDUM

**TO:** Mayor Dillon and City Council  
**FROM:** Allen Rozema, City Planner   
**DATE:** Wednesday, August 02, 2006  
**SUBJECT:** Preliminary Plat of Westpark

### **PROJECT DESCRIPTION / HISTORY**

The preliminary plat of Westpark is a proposed 27-lot subdivision on approximately 5.79 acres between F&S Grade Road and West Jones Road. The land is zoned R-7 which allows seven building lots at 6000 sq. ft. per acre.

City staff reviewed the preliminary plat of Westpark and made the determination that the proposed plat meets the requirements of SWMC chapters 15, 16 and 17.

The Planning Commission held an open record hearing on Tuesday, July 18th, 2006 to hear and considered written and public testimony. Testimony received by the public focused on the issues of stormwater within the northwest corner of the project and installation of privacy fences along the western and eastern limits of the project. After hearing and considering information presented by City Staff, the applicant and the public, the Planning Commission recommended approval of the preliminary plat of Westpark subject to conditions.

### **RECOMMENDED ACTION**

Motion to approve the Resolution granting approval for the Preliminary Plat of Westpark, a 27-lot subdivision and authorizing the mayor and her designee(s) to sign all preliminary plat approval documents.

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

**A RESOLUTION GRANTING PRELIMINARY APPROVAL FOR THE  
“PRELIMINARY PLAT OF WESTPARK,” A 27-LOT SUBDIVISION AND  
AUTHORIZING THE MAYOR AND HER DESIGNEE(S) TO SIGN ALL  
PRELIMINARY PLAT APPROVAL DOCUMENTS**

**WHEREAS**, Landmark Building & Development Inc., a Washington Corporation, has applied for preliminary plat approval for a 27-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, July 18th, 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 to the City Council with conditions. 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 # 05-SD-1, Preliminary Plat of Westpark, meets the requirements of SWMC 16.20 and should be given preliminary plat approval subject to the conditions stated in the Planning Commission’s Findings of Fact, Conclusions and Decision/Recommendation and the SEPA Mitigated Determination of Non-significance dated March 3, 2006.

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

**Preliminary Plat of Westpark**

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

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



# EXHIBIT A

1813  
R5

2626.8'



P37168  
1 Foot Contours

PRELIMINARY PLAT OF WESTPARK  
THE NE 1/4 OF THE NE 1/4 OF SECTION 23,  
TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.,  
SEDERWOODLEY, SAGITT COUNTY, WASHINGTON

P37166

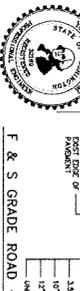
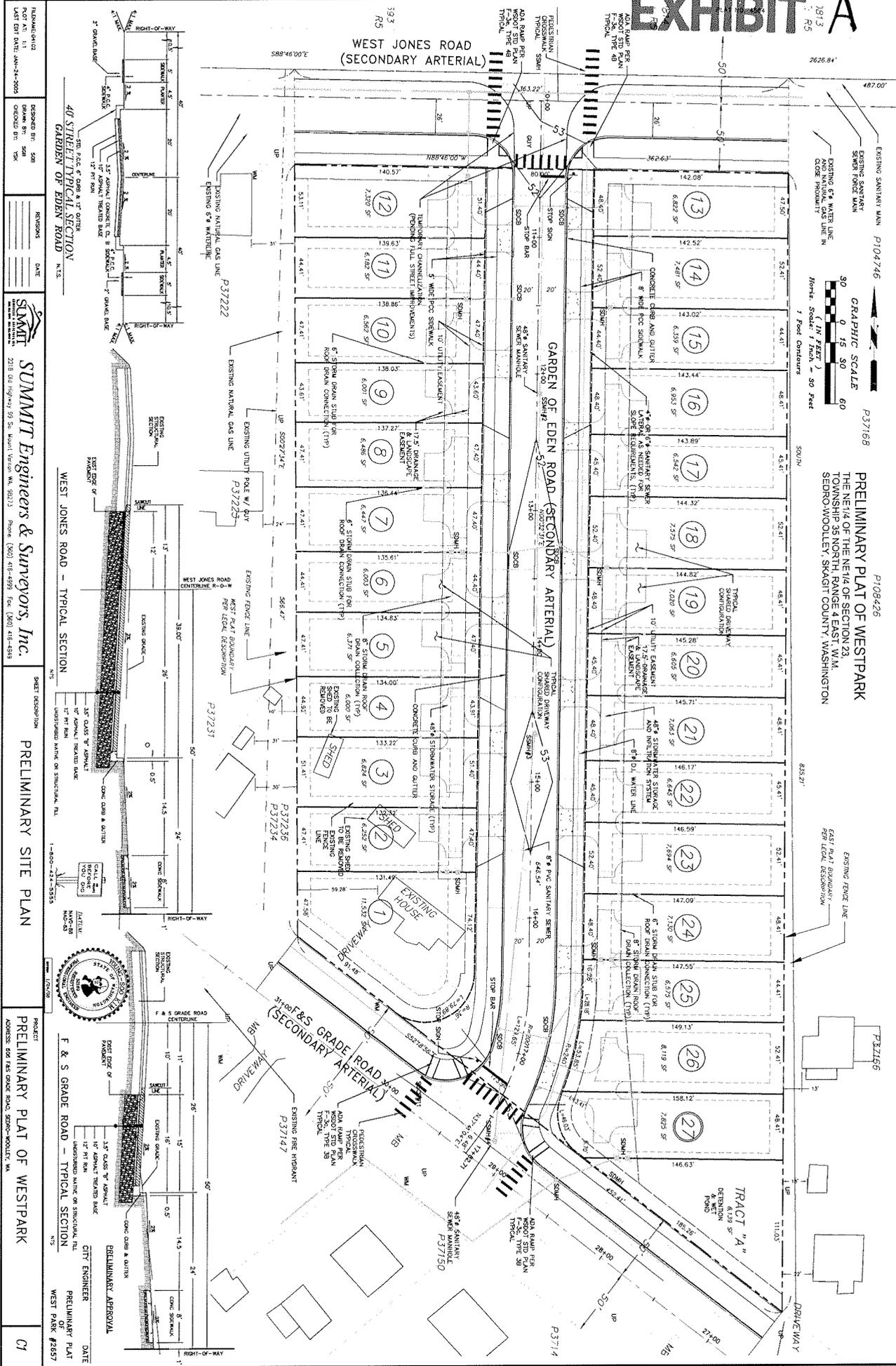
EXISTING FENCE LINE  
EAST PAUL BOUNDARY  
PER LEAD RESURVEY

DRIVEWAY

TRACT "A"  
DETENTION  
& WET  
POND

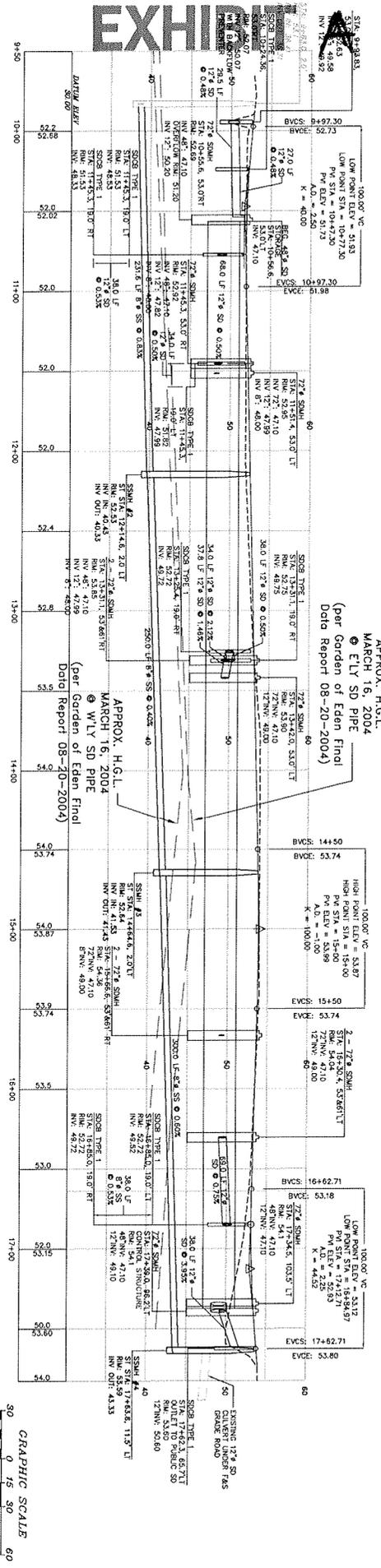
DATE  
CITY ENGINEER  
PRELIMINARY PLAT  
OF  
WESTPARK #2857

## WEST JONES ROAD (SECONDARY ARTERIAL)



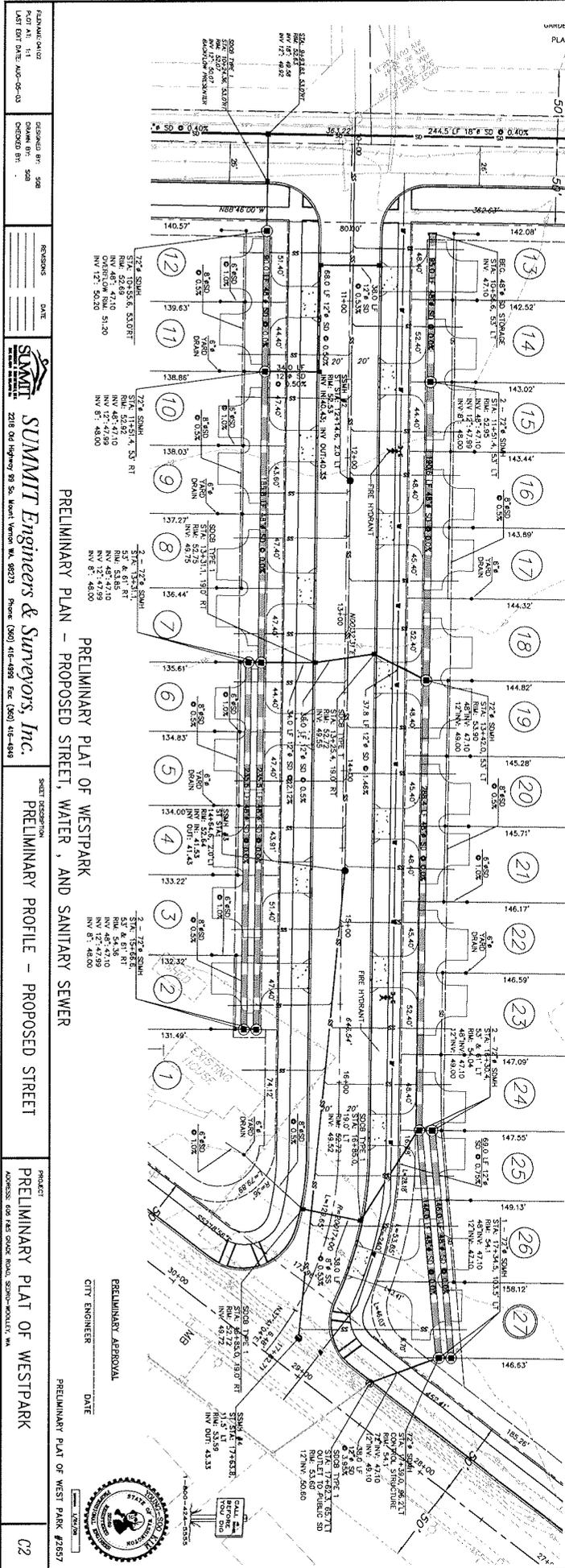
PLANNING/DATE LAST REV: 11.11.11 LAST DATE: MAY-24-2005	DESIGNED BY: SDB DRAWN BY: SDB CHECKED BY: YSK	REVISIONS DATE	SUMMIT 2018 Old Highway 99 SW, Summit, Vermont, WA, 90270 Phone: (360) 418-4899 Fax: (360) 418-4894	SHEET INFORMATION PRELIMINARY SITE PLAN	PROJECT PRELIMINARY PLAT OF WESTPARK ADDRESS: 808 F&S GRADE ROAD, SEDERWOODLEY, WA	DATE CITY ENGINEER PRELIMINARY PLAT OF WESTPARK #2857
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# EXHIBIT A



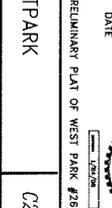
APPROX. H.G.L.  
MARCH 16, 2004  
E LLY SD PIPE  
(per Garden of Eden Final  
Data Report 08-20-2004)

APPROX. H.G.L.  
MARCH 16, 2004  
W LLY SD PIPE  
(per Garden of Eden Final  
Data Report 08-20-2004)



APPROX. H.G.L.  
MARCH 16, 2004  
E LLY SD PIPE  
(per Garden of Eden Final  
Data Report 08-20-2004)

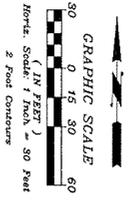
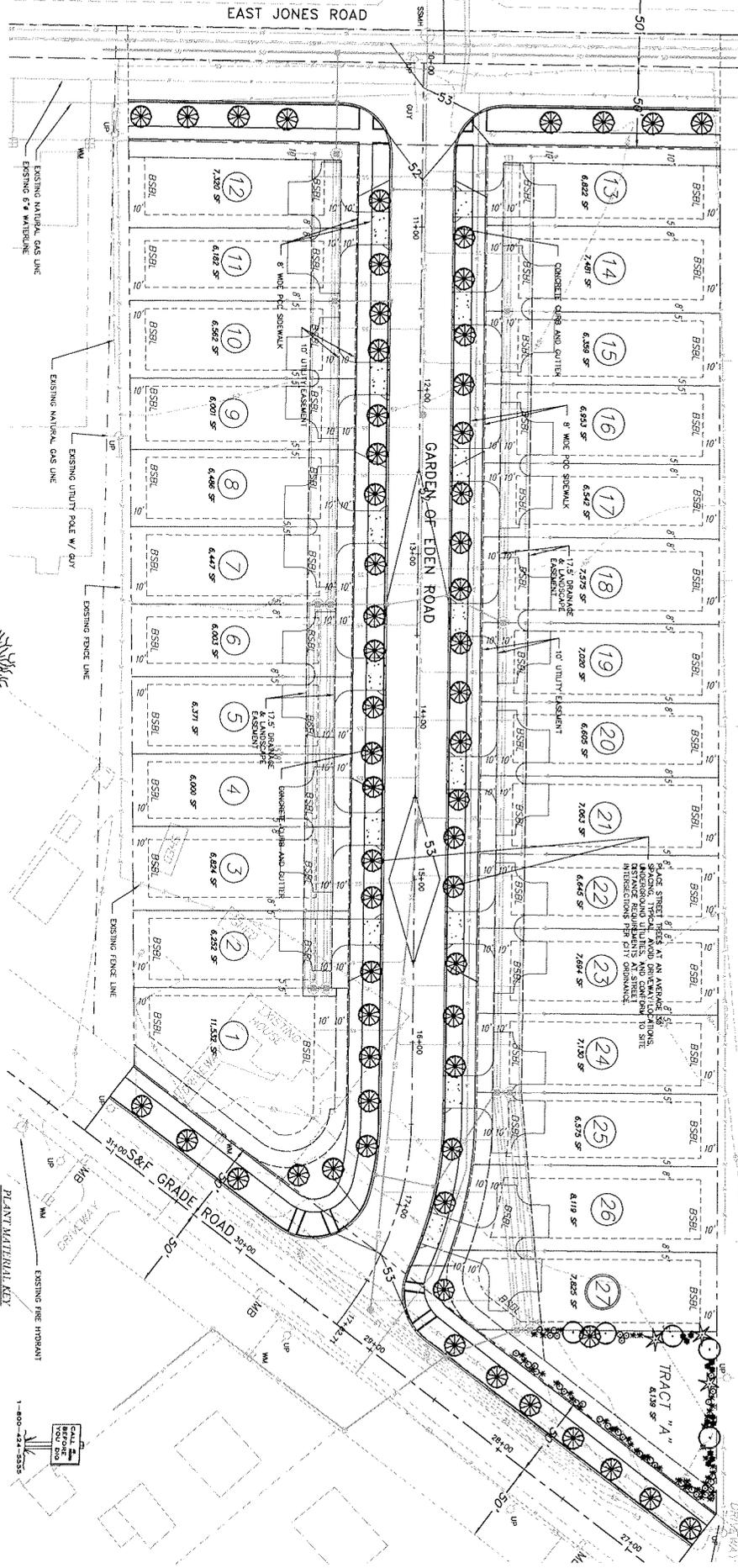
APPROX. H.G.L.  
MARCH 16, 2004  
W LLY SD PIPE  
(per Garden of Eden Final  
Data Report 08-20-2004)



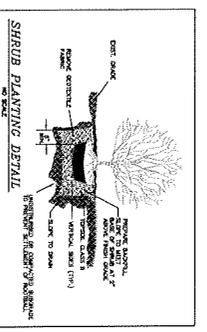
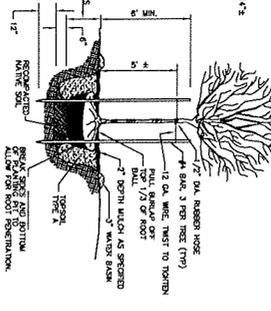
PLANNING DATE LAST DATE: AUG-06-03	DESIGNED BY: 308	REVISIONS	DATE
DRAWN BY: 308	CHECKED BY:		
SUMMIT Engineers & Surveyors, Inc. 2018 Oak Highway 99 So. Mount Vernon, WA 98973 Phone: (360) 416-0998 Fax: (360) 416-4848			
PROJECT DESCRIPTION		SHEET	
PRELIMINARY PLAN - PROPOSED STREET, WATER, AND SANITARY SEWER		PRELIMINARY PROFILE - PROPOSED STREET	
PROJECT		PROJECT	
PRELIMINARY PLAN OF WESTPARK		PRELIMINARY PLAN OF WESTPARK	
ADDRESS: 609 443 SOUTH BROAD, SEASIDE-WOODLEY, WA		DATE	
CITY ENGINEER		DATE	
PRELIMINARY APPROVAL		DATE	
PRELIMINARY PLAN OF WESTPARK #2657		DATE	



# EXHIBIT A



**NOTES**  
 1. PLANT TREES AT LEAST 10 FEET FROM EXISTING UTILITY POLES AND STRUCTURES.  
 2. PLANT TREES AT LEAST 10 FEET FROM EXISTING DRIVEWAYS AND SIDEWALKS.  
 3. PLANT TREES AT LEAST 10 FEET FROM EXISTING FOUNDATIONS AND FOUNDATION WALLS.  
 4. PLANT TREES AT LEAST 10 FEET FROM EXISTING DRIVEWAYS AND SIDEWALKS.  
 5. PLANT TREES AT LEAST 10 FEET FROM EXISTING FOUNDATIONS AND FOUNDATION WALLS.



LANDSCAPE SYMBOL	BOTANICAL / COMMON NAME	SIZE / QUANTITY / REMARKS	QUANTITY
(Symbol: Star)	Starburst Tree	12\"/>	
(Symbol: Circle with dot)	Small Tree	12\"/>	
(Symbol: Circle with cross)	Medium Tree	12\"/>	
(Symbol: Circle with vertical lines)	Large Tree	12\"/>	
(Symbol: Circle with horizontal lines)	Shrub	12\"/>	
(Symbol: Circle with diagonal lines)	Flowering Shrub	12\"/>	
(Symbol: Circle with wavy lines)	Groundcover	12\"/>	
(Symbol: Circle with dots)	Planting Material	12\"/>	

DRAWING NO. 111  
 DRAWN BY: SSB  
 CHECKED BY: SSB  
 DATE: 1/26/2004  
 PROJECT: WESTPARK  
 ADDRESS: 1000 WEST GRACE ROAD, WESTPARK, MO 64086  
 PRELIMINARY PLANT OF WESTPARK  
 CITY ENGINEER: [Signature] DATE: [Blank]  
 PRELIMINARY APPROVAL: [Signature]  
 SUMMIT Engineers & Surveyors, Inc.  
 2218 8th Highway, St. Louis, Missouri, MO 63113  
 Phone: (314) 416-4999 Fax: (314) 416-4444  
 1/1

BEFORE THE PLANNING COMMISSION  
OF THE CITY OF SEDRO-WOOLLEY

EXHIBIT B

**In the Matter of:**

Preliminary Plat Approval #05-SD-1

Landmark Building & Development Inc.  
638 Sunset Park Drive #215  
Sedro-Woolley, WA 98284

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

COPY

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, July 18, 2006** under an application filed with the City of Sedro-Woolley by the applicant requesting Preliminary Plat Approval for a 27-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 606 F&S Grade Road (Parcel P37229).

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**

**Application Date:** November 16, 2005

**Application Complete:** June 19, 2006

**Property Owner:** Landmark Building & Development Inc.  
638 Sunset Park Drive #215  
Sedro-Woolley, WA 98284

**Project Proponent:** Summit Engineers & Surveyors  
Attn: Steve Baughn  
2218 Old Highway 99 South  
Mount Vernon, WA 98273

**Site Address:** 606 F&S Grade Road      **Parcel IDs:** P37229

**Zoning District: Residential 7 (R-7)**

Minimum lot size:	6000 sq. ft.	Lot width at building line:	40ft
Front Setback:	20ft	Lot width at road frontage:	20ft
Side Setback:	5ft (8ft 2-story)	Maximum building height:	35ft
Rear Setback:	10ft (5ft accessory)	Maximum building coverage:	50%

1. On November 16, 2005 Summit Engineers and Surveyors, Inc., submitted a subdivision application to divide approximately 5.79 acres zoned Residential 7 (R-15) into 27 residential lots. The application was assigned permit number 05-SD-1.
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 March 3, 2006. No appeal of the determination was filed.
3. On March 3, 2006 verbal comments were received by Mr. Darrel Kears, Mr. Larry Linz and Mr. Wayne Moritz who were concerned with drainage within the northwest corner of the project and fencing and screening along the western property line. The Comments were conveyed to the project proponent by City staff.
4. 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.
5. The Comprehensive Plan and Zoning Code designation for this property is Residential 7 (R-7). R-7 zoning districts allow one single-family residence per lot with a 6000 sq. ft. minimum lot size (SWMC 17.12.030).
6. On June 19, 2006 a Notice of Complete Application was mailed to Summit Engineers & Surveyors Inc.
7. On June 23, 2006 a Notice of Public Hearing was mailed to adjacent property owners within 500ft and published in the local paper.
8. On June 28, 2006 a Notice of Public Hearing was published in the local paper.

9. 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. Notice of Application and MDNS
- D. Notice of Public Hearing
- E. Affidavit of Mailing

10. The following citizens appeared at the public hearing and made comments which were made apart of the record.

- A. Darrel Kearns, 701 Jones Road, Sedro-Woolley.
- B. Larry Lintz, 705 Jones Road, Sedro-Woolley
- C. Dorthey deFrenney, 316 Garden of Eden Road, Sedro-Woolley
- D. Karl Stansbury, 641 Warner Street, Sedro-Woolley
- E. Dave McLaughlin, 4458 State Route 9, 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 June 19, 2006 and is considered vested under the rules and regulations in effect on June 19, 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. Public notice was properly conducted pursuant to SWMC 2.90.
5. This is an open record hearing authorized pursuant to SWMC 16.08.024 and 2.90.010(3) and public comments were received.

## 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 Westpark, a 27-lot subdivision, subject to the following conditions.

1. Comply with the mitigation measures included in the SEPA MDNS issued March 3, 2006 and as set forth below:
  - a) Comply with the 2001 Department of Ecology Stormwater Manual as adopted by the City of Sedro-Woolley;
  - b) Impact and General Facilities charges shall be assessed and collected at the rate adopted by ordinance at the time of building permit issuance;
  - c) 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;
  - d) Locate fire hydrants every 350 ft and provide adequate fire flow as approved by the Fire Chief;
  - e) Contribute voluntary police impact fees of \$202.96 per unit as per the City of Sedro-Woolley Comprehensive Plan Capital Facilities Element;
  - f) Coordinate Public Transportation Improvements, as may be required, with Skagit Transit (SKAT);
  - g) Coordinate placement of mailboxes as required with Postmaster;
  - h) Coordinate School District mitigation, as may be required, with the Sedro-Woolley School District;
  - i) Access from residential lots shall be by combined driveways with no backing onto a City Arterial pursuant to SWMC 15.40 and section 3.2.10 of the City's Public Works Department Design Standards adopted therein;
  - j) Provide playground equipment for the designated play area with equipment suitable for a variety of age groups as approved by the Planning Commission;
  - k) Provide landscape plans demonstrating compliance with SWMC 17.50.040(A), twenty percent landscaping required and SWMC 17.50.050, street frontage requirements;
  - l) Construct frontage improvements along West Jones Road and F&S Grade Road pursuant to SWMC 15.40;
  - m) Obtain and comply with conditions of a NPDES Stormwater general permit from the Department of Ecology as may be required;
  - 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 Air Pollution Authority Requirements during construction activities.
  - q) Comply with SWMC 17.65, Natural Resources and Sensitive Areas; and

- r) Comply with all local, state and federal regulations, including Sedro-Woolley Municipal Code Chapter 15.40 Public Works Construction Standards; Title 16 Subdivisions, Title 17 Zoning; Sedro-Woolley Public Works Design Standards and Sedro-Woolley Comprehensive Plan.
2. Submit a play area design which includes equipment suitable for a variety of age groups for approval by the City Planning Director prior to final plat approval.
  3. 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.
  4. Backyard fences for privacy screening shall be constructed along the eastern and western portion of the project. Fences shall be constructed of cedar or equivalent wood product. If fences are constructed on a zero lot line the fence maintenance shall be jointly shared between adjoining property owners. If fences are constructed entirely within a subject parcel, maintenance shall be the responsibility of the property owner.
  5. The play area as drawn on the preliminary plat is approximately 8,139 sq. ft. and shall not be reduced.
  6. Any variance request from the bulk zoning restrictions, at the time of building permit application, shall be heard by the planning commission.

The City of Sedro-Woolley Planning Commission hereby recommended to the City Council **APPROVAL** of the Preliminary Plat of Westpark, a 27-lot subdivision, at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, July 18, 2006**, at which time a quorum was present and the recommendation was approved by a vote of **5 FOR**, **0 AGAINST**, and **0 ABSTENTIONS**.

  
\_\_\_\_\_  
**Planning Commission Chairman**