

Next Ord: 1553-06  
Next Res: 730-06

## MISSION STATEMENT

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

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

## CITY COUNCIL AGENDA

October 11, 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.

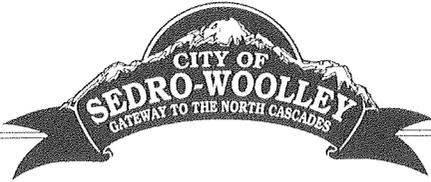
- a. Minutes from Previous Meeting
- b. Finance
  - Claim Vouchers #58470 to #58579 for \$1,085,881.98
  - Payroll Warrants #38778 to #38879 for \$196,467.70
  - Voided Warrants #38857, 38858, 38859, 38868, 38873
- c. - Professional Services Contract - Development Code Analysis
- d. - Setting Public Hearing - 2007 Property Tax
4. Public Comment (Please limit your comments to 3-5 minutes)

### PUBLIC HEARINGS

5. Proposed Ordinance to Amend SWMC 10.96 Regarding Off-Road Vehicles

### NEW BUSINESS

### EXECUTIVE SESSION/YES



CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 11 2006

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

DATE: October 11, 2006  
TO: Mayor Dillon and City Council  
FROM: Patsy Nelson, Clerk-Treasurer  
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT  
CALENDAR

1. CALL TO ORDER - The Mayor will call the October 11, 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.

OCT 11 2006

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
September 27, 2006 – 7:00 P.M. – Community Center

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

Pledge of Allegiance

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

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers #58355 to #58469 for \$191,177.61 (Voided Warrant #58354)
  - Payroll Warrants #38679 to #38777 for \$145,765.90
- Waiver of Fees – Sedro-Woolley School District – 2006/2007 School Year
- Waiver of Fees – Community Center – ERCI – October 4, 2006
- Existing Sewer Replacement with RAM Construction
- Employment Contract Amendment – City Attorney
- Contract – The Unity Group for Insurance Services

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

Councilmember Requa questioned the funding for Item E Existing Sewer Replacement with RAM Construction and questioned the time with regards to Item F – Employment Contract Amendment – City Attorney.

Engineer Blair noted the funding for Item E would be from annual maintenance funds and not the Public Works Trust Fund monies. Attorney Berg noted the additional hours for Item F would be approximately 6.7 hours.

Mayor Dillon restated the motion. Motion carried.

Public Comment

Frank Martin – 929 Summer Meadows Ct., requested permission to block off a section of Metcalf Street from the south side of Eastern to Ferry Street. He noted there is a Women's Motorcycle benefit for battered women and they want to park motorcycles in that area.

Ginny Good – 24250 Alexander St., thanked the City and Councilmembers on behalf of the Farmers Market. She noted the park has been a wonderful setting for the market and announced the upcoming Harvest Dinner being sponsored by the Farmers Market.

Mayor Dillon thanked the Farmers Market for their responsible use of the park.

Councilmember Anderson commented on the market and noted it is a good asset to the town.

Gary Frizzell – 9392 Thresher Ave., addressed the Council regarding an incident where his wife fell on a city sidewalk. He presented some information to the Council in hopes to resolve the issue without having to file a lawsuit. Frizzell also questioned the possibility of resurfacing Thresher Ave and requested the City address the Alaway's car situation.

Bob Ruby – 310 Cascade Pl., Burlington, property owner in Sedro-Woolley passed out a letter to the Council and reviewed the contents. He addressed the progress of the sanitary sewer lines throughout the City and requested clarification be made as to a estimated time line of completion of projects in order to help property owners and developers.

## **PUBLIC HEARINGS**

None

## **NEW BUSINESS**

### Street Closure Request

Councilmember Lemley moved to allow the closure of Metcalf Street from Eastern to Ferry on Sunday October 1, 2006. Seconded by Councilmember Splane. Motion carried.

### Cascade Palms Condominiums Request

Attorney Berg reviewed the request of Bill Stiles, Jr. regarding issues related to Cascade Palms Condominiums. Berg referred to the Council memo which addressed two issues of the request. Berg noted that the issue appears to present potential litigation against the City and recommended any discussion be held in executive session.

Bill Stiles III – representing his father, Bill Stiles, Jr., reviewed background information for their project called Cascade Palms on Trail Road. Stiles addressed a phased approval for building permits as outlined in the International Building Code (IBC). He also addressed difficulties working with the appropriate departments.

Attorney Berg reviewed the IBC rules on phased approval and stated his opinion is that the building official has the discretion to make the determination of phased permits and it

is consistent with other building departments throughout Skagit County. Our building official has stated he would approve phased approval but the way the code is currently set up, if phased approval is granted, the fees will be paid at time of the initial request. Berg reviewed typical applications for phased approval.

Council discussion ensued between Council and Stiles regarding taking a chance on fees, and the phasing process.

Attorney Berg noted that discussion should be held on whether present policy should be kept or whether changes within the policy should be made, not on what has happened in the past.

Planner Rozema noted that phasing and deferred submittals are addressed separately. He explained the need for complete information regarding the building to know what type of building will be set on the foundation. Rozema also explained the process of the recent phased approval used on the Pavilion building.

Lengthy discussion ensued to include concerns of staff time, permit tracking on phased projects, timing of fees, ordinance wording, modification of ordinance, interpretation of ordinance, expectations and conditions of phasing permits. Councilmember Requa requested an amendment to the impact fee ordinance be brought back along with whatever conditions should be considered. Other Councilmembers agreed but wanted the request to include a time limit.

Stiles also addressed numerous difficulties on the project. He noted that he sent a list of the problems that had occurred to the Council in April and had not received a response to his inquiry. Stiles also addressed customer service received in the Building Department and requested mediation to the issues. He noted there are still numerous unresolved issues and requested a resolve to be able to move forward.

#### Citizen Request for Off Road Vehicle Ordinance Amendment

Attorney Berg reviewed background information on a citizen request for a change to the off road vehicle ordinance.

Jim Robinson – 313 N. Reed St., addressed the Council regarding use of off road vehicles on private property inside the City limits. He noted that he would like to be able to allow his grandchildren to ride and provided a list of recommended provisions to be included in an ordinance. Robinson requested Council consider his request.

Councilmember Requa requested comments from Police Chief Wood regarding enforcement on the proposal.

Wood stated they enforce whatever laws the Council enacts but cautioned that this type of ordinance will invite a lot of public input. He noted within the City there are very few

parcels that it would not be offensive to others and strongly recommended having a public hearing before a final decision is made.

Discussion ensued whether to hold a public hearing on the off road vehicle topic.

Councilmember Splane moved to prepare an ordinance for the City Council to consider at a future meeting and schedule a public hearing on the proposed ordinance for October 11, 2006. Seconded by Councilmember Meamber. Motion carried.

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

Clerk/Treasurer Nelson – reminded Council about the upcoming budget worksessions on October 3,4,& 5.

Engineer Blair – stated Sterling Street is scheduled to be paved beginning October 16, 2006. Sterling will be completely paved and Township will be paved with one lift until spring.

Fire Chief Klinger – reminded everyone of the Fire Associations fundraiser to benefit the Burn Children Recovery Foundation to be held on October 28, 2006. Klinger noted tickets are available from any fireman.

Police Chief Wood – updated the Council on Officer Musgrove who is currently attending the police academy. He noted Musgrove has been elected to serve as President of his class.

Councilmember Requa moved to direct the City of Sedro-Woolley City engineer to prepare a monthly report containing the following items:

1. Inventory of the sanitary sewer line requiring upgrades causing the need for the current moratorium.
2. A time table for replacing those lines to include a schedule for design completion and installation.
3. An accounting of the amount of monies currently available and a plan for acquiring additional monies if necessary.
4. The monthly report to be made available at the first City Council meeting of each month commencing November 8, 2006.

Council Discussion ensued to include probability of the report and worksession discussion versus monthly reporting. Motion died for lack of a second.

Mayor Dillon noted that staff will prepare some type of report to address some of the items requested.

Councilmember Requa requested the report be given during a time where the media is in attendance.

Councilmember Anderson – passed on a citizen comment regarding the fast pace of the sewer project.

Councilmember Requa requested the timing of the report. It was noted that all October worksessions were dedicated to budgeting and therefore November would be the first available time.

Mayor Dillon – reminded Council of the second meeting in November will be on Tuesday instead of Wednesday due to the Thanksgiving Holiday and only one meeting will be held in December.

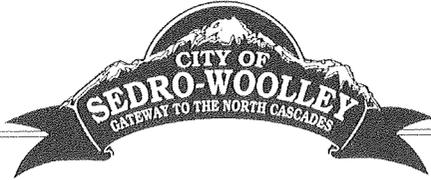
### **EXECUTIVE SESSION**

The meeting was adjourned at 8:23 P.M. to executive session for the purpose of personnel, litigation or land acquisition for approximately 30 minutes with a possible decision to be made.

The meeting reconvened at 9:36 P.M.

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

The meeting adjourned at 9:37 P.M.



CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 11 2006

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

DATE: October 11, 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 October 11, 2006.

Motion to approve Claim Vouchers #58470 to #58579 in the amount of \$1,085,881.98.

Motion to approve Payroll Warrants #38778 to #38879 in the amount of \$196,467.70. Voided Warrants #38857, 38858, 38859, 38868, 38873

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

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 10/11/2006 (Printed 10/05/2006 15:25)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
58470	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	296.39
		POSTAGE	SAN	296.38
		WARRANT TOTAL		592.77
58471	ALPINE PRODUCTS INC	OP. SUPPLIES - TRAFFIC	PL	155.01
		WARRANT TOTAL		155.01
58472	A.S.A.P. SIGN & DESIGN	VEHICLES	PD	853.20
		WARRANT TOTAL		853.20
58473	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	128.37
		AUTO FUEL/DIESEL	FD	819.02
		AUTO FUEL/DIESEL	FD	265.26
		OPERATING SUPPLIES	PL	12.42
		VEHICLE FUEL / DIESEL		403.69
		VEHICLE FUEL / DIESEL		186.66
		AUTO FUEL/DIESEL	SWR	333.78
		WARRANT TOTAL		2,149.20
58474	AT & T	TELEPHONE	JUD	2.44
		TELEPHONE	FIN	42.30
		TELEPHONE	LGL	16.24
		TELEPHONE	PLN	15.43
		TELEPHONE	ENG	6.50
		TELEPHONE	SWR	16.47
		WARRANT TOTAL		99.38
58475	CINGULAR	TELEPHONE	PD	723.90
		WARRANT TOTAL		723.90
58476	BANNER BANK	CONSTRUCTION-TOWNSHIP LINE PWT		38,744.68
		WARRANT TOTAL		38,744.68
58477	BANK OF AMERICA	CLOTHING	PL	102.59
		WARRANT TOTAL		102.59
58478	BANK OF AMERICA	SUPPLIES & BOOKS	FD	30.00
		TUITION/REGISTRATION	FD	361.72
		WARRANT TOTAL		391.72
58479	BAY CITY SUPPLY	OPERATING SUPPLIES	CS	156.64
		OFFICE/OPERATING SUPPLIES	PD	31.90
		OFFICE/OPERATING SUPPLIES	PD	118.37
		OPERATING SUPPLIES	FD	31.90
		OPERATING SUPPLIES	FD	118.36
		OPERATING SUPPLIES	PL	638.52
		OPERATING SUPPLIES	PL	357.85
		OPERATING SUPPLIES	SWR	16.53
		WARRANT TOTAL		1,470.07
58480	BERG, ERON	SUPPLIES	ENG	43.00
		WARRANT TOTAL		43.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
58481	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	69.62
		UNIFORMS/ACCESSORIES	PD	122.89
		WARRANT TOTAL		192.51
58482	BROWN & COLE STORES	MEALS/TRAVEL	FIN	22.44
		WARRANT TOTAL		22.44
58483	CERTIFIED LABORATORIES	OPERATING SUPPLIES	PL	230.90
		WARRANT TOTAL		230.90
58484	CHAMPLAIN PLAN PRESS INC	MISC-DUES/SUBSCRIP/MEMSHIP	PLN	132.00
		WARRANT TOTAL		132.00
58485	CINTAS CORPORATION #460	UNIFORMS	FD	65.03
		UNIFORMS	FD	65.03
		UNIFORMS	FD	65.03
		UNIFORMS	FD	65.03
		WARRANT TOTAL		260.12
58486	CITIES INSURANCE ASSOC.	PROFESSIONAL SERVICES	JUD	296.00
		INSURANCE & BONDS	FIN	1,773.00
		INSURANCE	LGL	802.00
		INSURANCE	CS	11,473.00
		INSURANCE	PLN	1,171.00
		PROFESSIONAL SERVICES	ENG	1,815.00
		INSURANCE	PD	28,521.00
		INSURANCE	FD	14,688.00
		INSURANCE	INSP	1,071.00
		INSURANCE	LIB	10,849.00
		INSURANCE	PL	24,159.00
		INSURANCE	SWR	32,397.00
		INSURANCE	SAN	7,473.00
		WARRANT TOTAL		136,488.00
58487	COLLINS OFFICE SUPPLY, INC	REPAIR & MAINTENANCE	CS	15.00
		SUPPLIES/BOOKS	PLN	43.61
		SUPPLIES/BOOKS	PLN	6.26
		SUPPLIES	ENG	43.61
		SUPPLIES	ENG	6.26
		REPAIR & MAINT - AUTO	PD	10.00
		OFF/OPER SUPPS & BOOKS	INSP	43.61
		OFF/OPER SUPPS & BOOKS	INSP	6.26
		REPAIRS/MAINT-STREETS	PL	63.50
		REPAIR/MAINTENANCE-EQUIP	SWR	28.49
		REPAIR/MAINTENANCE	SAN	10.00
		WARRANT TOTAL		276.60
58488	COMCAST	COMPUTER NETWORK	CS	37.05
		PROFESSIONAL SERVICES	PD	5.22
		POSTAGE	FD	5.23
		WARRANT TOTAL		47.50

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
58489	CONSOLIDATED SUPPLY CO.	MAINTENANCE OF LINES	SWR	2,268.00
		WARRANT TOTAL		2,268.00
58490	COOK PAGING (WA)	TELEPHONE	FD	6.57
		WARRANT TOTAL		6.57
58491	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	143.61
		WARRANT TOTAL		143.61
58492	SKAGIT WEEKLY NEWS GROUP	PRINTING/PUBLICATIONS	PD	66.96
		WARRANT TOTAL		66.96
58493	DAY WIRELESS SYSTEMS INC	REPAIR/MAINTENANCE	PD	351.51
		WARRANT TOTAL		351.51
58494	DIVERSINT	SUPPLIES	FIN	134.41
		REPAIRS & MAINTENANCE	PD	75.93
		REPAIRS/MAINT-EQUIP	FD	75.92
		OFFICE SUPPLIES	SAN	158.76
		WARRANT TOTAL		445.02
58495	THE UNITY GROUP	PROFESSIONAL SERVICES	JUD	22.00
		INSURANCE & BONDS	FIN	132.60
		INSURANCE	LGL	60.00
		INSURANCE	CS	860.00
		INSURANCE	PLN	88.00
		PROFESSIONAL SERVICES	ENG	136.00
		INSURANCE	PD	2,139.00
		INSURANCE	FD	1,102.00
		INSURANCE	INSP	80.00
		INSURANCE	LIB	814.00
		INSURANCE	PL	1,812.00
		INSURANCE	SWR	2,431.00
		INSURANCE	SAN	560.00
		WARRANT TOTAL		10,236.60
58496	E & E LUMBER	OPERATING SUPPLIES	FD	33.77
		SMALL TOOLS & MINOR EQUIP	FD	5.71
		OPERATING SUPPLIES	PL	24.29
		OPERATING SUPPLIES	PL	59.04
		OPERATING SUPPLIES	PL	23.44
		OPERATING SUPPLIES	PL	11.82
		OPERATING SUPPLIES	PL	7.01
		OPERATING SUPPLIES	PL	8.10
		OP. SUPPLIES - TRAFFIC	PL	80.95
		OP. SUPPLIES - TRAFFIC	PL	18.79
		SMALL TOOL & MINOR EQUIP	PL	29.14
		SAFETY EQUIPMENT	PL	7.55
		REPAIRS/MAINT-HHS	PL	25.87
		OPERATING SUPPLIES	SWR	13.77
		OPERATING SUPPLIES	SWR	31.95
		OPERATING SUPPLIES	SWR	25.64

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SWR	10.76
		WARRANT TOTAL		417.60
58497	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	210.00
		WARRANT TOTAL		210.00
58498	EKREM HARDWARE DO-IT CTR	OPERATING SUPPLIES	FD	3.33
		WARRANT TOTAL		3.33
58499	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES	SWR	30.00
		WARRANT TOTAL		30.00
58500	FERRALLGAS	SUPPLIES & BOOKS	FD	155.13
		WARRANT TOTAL		155.13
58501	FEI #3023	REPAIRS/MAINT-CAMPGROUND	PL	652.76
		WARRANT TOTAL		652.76
58502	FLOYD, WINNIE	OFFICE/OPERATING SUPPLIES	PD	56.22
		WARRANT TOTAL		56.22
58503	FRONTIER BUILDING SUPPLY	BUILDINGS & STRUCTURES	SWR	54.00
		WARRANT TOTAL		54.00
58504	GLENN B. ALLEN JEWELERS	OPERATING SUPPLIES	PL	21.60
		WARRANT TOTAL		21.60
58505	GLASPRO/BURLINGTON	REPAIR & MAINT - AUTO	PD	214.92
		WARRANT TOTAL		214.92
58506	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	269.89
		EQUIPMENT LEASES	CS	308.99
		WARRANT TOTAL		578.88
58507	GUARDIAN SECURITY	FIRE/THEFT PROTECTION	FD	26.50
		FIRE/THEFT PROTECTION	FD	26.50
		OPERATING SUPPLIES	PL	540.00
		SUPPLIS - COMMUNITY CENTER	PL	600.00
		WARRANT TOTAL		1,193.00
58508	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	1,390.00
		WARRANT TOTAL		1,390.00
58509	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	67.99
		BOOKS, PERIOD, RECORDS	LIB	14.28
		BOOKS, PERIOD, RECORDS	LIB	28.75
		BOOKS, PERIOD, RECORDS	LIB	39.91
		WARRANT TOTAL		150.93
58510	KESTI, KEVIN	PROFESSIONAL SERVICES	PL	120.00
		WARRANT TOTAL		120.00

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 10/11/2006 (Printed 10/05/2006 15:25)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
58511	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	SWR	2.96
		WARRANT TOTAL		2.96
58512	LIFE SAFETY CORPORATION	OPERATING SUPPLIES	FD	218.16
		WARRANT TOTAL		218.16
58513	LYNN PEAVEY COMPANY	OFFICE/OPERATING SUPPLIES	PD	33.00
		WARRANT TOTAL		33.00
58514	LUDTKE PACIFIC TRUCKING	REPAIRS/MAINT-EQUIP	FD	917.95
		WARRANT TOTAL		917.95
58515	MCLOUGHLIN & EARDLEY CORP	VEHICLES	PD	232.20
		VEHICLES	PD	1,167.94
		WARRANT TOTAL		1,400.14
58516	MELTON, NEWELL R.	CLOTHING	PL	77.73
		WARRANT TOTAL		77.73
58517	MARTIN MARIETTA MATERIALS	REPAIRS/MAINT-STREETS	PL	874.30
		REPAIRS/MAINT-STREETS	PL	858.94
		MAINTENANCE OF LINES	SWR	280.15
		WARRANT TOTAL		2,013.39
58518	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	298.60
		PROFESSIONAL SERVICES	INSP	129.81
		PROFESSIONAL SERVICES	INSP	199.65
		PROFESSIONAL SERVICES	INSP	94.32
		PROFESSIONAL SERVICES	INSP	225.26
		WARRANT TOTAL		947.64
58519	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	133.71
		TELEPHONE	LGL	44.57
		TELEPHONE	PLN	59.42
		NEXTEL CELL PHONES		103.98
		TELEPHONE	PD	802.44
		TELEPHONE	FD	356.56
		TELEPHONE	INSP	103.98
		TELEPHONE	PL	623.98
		NEXTEL CELL PHONES		267.42
		NEXTEL CELL PHONES	SAN	267.42
		WARRANT TOTAL		2,763.48
58520	NORTH CASCADE EYE ASSOC	RETIRED MEDICAL	PD	382.00
		WARRANT TOTAL		382.00
58521	OFFICE DEPOT	OFFICE/OPERATING SUPPLIES	PD	141.06
		OFFICE/OPERATING SUPPLIES	PD	60.65
		OFFICE/OPERATING SUPPLIES	PD	72.30
		MACHINERY & EQUIPMENT	PD	969.37
		MACHINERY & EQUIPMENT	PD	121.96
		OFFICE SUPPLIES	FD	111.37

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		SMALL TOOLS & MINOR EQUIP	FD 167.30
		OFFICE SUPPLIES	SWR 250.56
		WARRANT TOTAL	1,894.57
58522	OFFICE SYSTEMS	SUPPLIES/BOOKS	PLN 140.73
		SUPPLIES	ENG 140.72
		REPAIRS & MAINTENANCE	PD 135.62
		REPAIRS/MAINT-EQUIP	FD 135.62
		OFF/OPER SUPPS & BOOKS	INSP 140.72
		MAINTENANCE CONTRACTS	SWR 291.34
		WARRANT TOTAL	984.75
58523	OLIVER-HAMMER CLOTHES	CLOTHING	PL 115.02
		CLOTHING	PL 99.05
		CLOTHING	PL 298.23
		CLOTHING	SWR 232.16
		WARRANT TOTAL	744.46
58524	OVERALL LAUNDRY SERV INC	LAUNDRY	CS 28.27
		REPAIRS/MAINT-STORM DRAIN	PL 33.15
		REPAIRS/MAINT-STORM DRAIN	PL 33.15
		MISC-LAUNDRY	PL 20.68
		MISC-LAUNDRY	PL 20.68
		MISC-LAUNDRY	PL 18.42
		MISC-LAUNDRY	PL 32.61
		LAUNDRY	SWR 24.26
		LAUNDRY	SWR 23.72
		WARRANT TOTAL	234.94
58525	PACIFIC POWER	MAINTENANCE CONTRACTS	SWR 1,339.20
		WARRANT TOTAL	1,339.20
58526	P&W SERVICE CENTER	REPAIRS/MAINT-EQUIP	FD 139.25
		WARRANT TOTAL	139.25
58527	PACIFIC POWER BATTERIES	OFFICE/OPERATING SUPPLIES	PD 27.30
		REPAIRS/MAINT - EQUIP	PL 158.67
		WARRANT TOTAL	185.97
58528	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD 136.01
		REPAIR & MAINT - AUTO	PD 96.07
		REPAIRS/MAINT-SAFETY EQUIP	PL 13.27
		REPAIRS/MAINT-ST CLEANING	PL 32.62
		MAINTENANCE OF VEHICLES	SWR 10.28
		WARRANT TOTAL	288.25
58529	PETTY CASH	MEALS/TRAVEL	FIN 11.48
		OPERATING SUPPLIES	CS 11.86
		TUITION/REGISTRATION	ENG 10.00
		SMALL TOOLS & MINOR EQUIP	FD 37.79
		POSTAGE	SWR 14.37
		POSTAGE	SAN 14.38

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	99.88
58530	PRO-SEAL SERVICE GRP INC	MAINT OF GENERAL EQUIP	SWR 1,730.75
		WARRANT TOTAL	1,730.75
58531	PRINTWISE, INC.	SUPPLIES	JUD 123.12
		WARRANT TOTAL	123.12
58532	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	SWR 29.30
		WARRANT TOTAL	29.30
58533	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS 787.05
		PUB UTILITIES-MALL	CS 22.79
		PUB UTILITIES-MALL	CS 6.91
		PUBLIC UTILITIES	FD 2,594.48
		PUBLIC UTILITIES	LIB 245.37
		ADVERTISING	HOT 6.91
		PUBLIC UTILITIES	PL 151.79
		PUBLIC UTILITIES	PL 42.96
		PUBLIC UTIL - STREETLIGHTS	PL 218.03
		PUBLIC UTIL - STREETLIGHTS	PL 68.23
		PUBLIC UTIL - CAMPGROUND	PL 749.22
		PUBLIC UTIL - COMM CENTER	PL 114.02
		PUBLIC UTIL - SENIOR CENTER	PL 291.50
		PUBLIC UTIL - TRAIN	PL 84.10
		PUBLIC UTIL - HHS	PL 233.16
		PUBLIC UTILITIES - GOLF	PL 110.74
		PUBLIC UTILITIES	SWR 106.00
		PUBLIC UTILITIES	SWR 6,771.57
		PUBLIC UTILITIES	SAN 85.67
		WARRANT TOTAL	12,690.50
58534	PUGET SOUND LEASING CO. INC	PUBLIC UTILITIES	PL 8.70
		PUBLIC UTIL - CAMPGROUND	PL 16.63
		PUBLIC UTIL - COMM CENTER	PL 32.75
		PUBLIC UTIL - SENIOR CENTER	PL 136.24
		PUBLIC UTILITIES	SWR 150.76
		WARRANT TOTAL	345.08
58535	PURCHASE POWER	POSTAGE	JUD 296.84
		POSTAGE	FIN 267.34
		POSTAGE	LGL .87
		POSTAGE	PLN 286.83
		POSTAGE	ENG 34.25
		POSTAGE	PD .33
		POSTAGE	FD .33
		POSTAGE	INSP 40.02
		OFFICE SUPPLIES / POSTAGE	PL 22.73
		POSTAGE	SWR 132.73
		POSTAGE	SAN 132.73
		WARRANT TOTAL	1,215.00

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 10/11/2006 (Printed 10/05/2006 15:25)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
58536	POWERCOM	PROFESSIONAL SERVICES	SWR	754.19
		WARRANT TOTAL		754.19
58537	RAM CONSTRUCTION	CONSTRUCTION-TOWNSHIP LINE	PWT	724,204.63
		WARRANT TOTAL		724,204.63
58538	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	888.50
		PROFESSIONAL SERVICES	ENG	444.19
		PROFESSIONAL SERVICES	ENG	1,080.21
		PROFESSIONAL SERVICES	ENG	828.42
		PROFESSIONAL SERVICES	ENG	189.58
		PROFESSIONAL SERVICES	ENG	47.40
		PROFESSIONAL SERVICES	ENG	168.22
		ENGINEERING-POLTE/TOWNSHIP	AST	642.65
		ROADWAY - ARTERIAL MAINT	AST	543.19
		ROADWAY - ARTERIAL MAINT	AST	131.02
		CONSTRUCTION-TOWNSHIP LINE	PWT	16,625.17
		CONSTRUCTION-TOWNSHIP LINE	PWT	23,118.42
		ENGINEERING-TOWNSHIP LINE	PWT	601.00
		WARRANT TOTAL		45,307.97
58539	REIMAN PUBLICATIONS	BOOKS, PERIOD, RECORDS	LIB	28.98
		WARRANT TOTAL		28.98
58540	RINKER MATERIALS	REPAIRS/MAINT-STREETS	PL	582.46
		CONTRACTED OVERLAY	PL	200.34
		CONTRACTED OVERLAY	PL	7,511.32
		WARRANT TOTAL		8,294.12
58541	RJS AND ASSOCIATES	NEGOTIATIONS	FIN	1,931.40
		WARRANT TOTAL		1,931.40
58542	RUDELLE INTERNATIONAL	MACHINERY & EQUIPMENT	PD	2,412.37
		WARRANT TOTAL		2,412.37
58543	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	406.00
		WARRANT TOTAL		406.00
58544	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	487.32
		WARRANT TOTAL		487.32
58545	SEDRO-WOOLLEY AUTO PARTS	OPERATING SUPPLIES	PL	189.45
		OPERATING SUPPLIES	PL	9.07
		OPERATING SUPPLIES	PL	8.88
		SMALL TOOL & MINOR EQUIP	PL	89.31
		REPAIRS/MAINT - EQUIP	PL	2.46
		REPAIRS/MAINT - EQUIP	PL	35.07
		REPAIRS/MAINT - EQUIP	PL	25.23
		REPAIRS/MAINT - EQUIP	PL	13.47
		REPAIRS/MAINT - EQUIP	PL	25.23
		REPAIRS/MAINT - EQUIP	PL	8.53
		OPERATING SUPPLIES	SWR	42.12

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		398.36
58546	SEDRO-WOOLLEY EMERGENCY PHYSICIANS	PRISONERS	PD	173.00
		WARRANT TOTAL		173.00
58547	SEDRO-WOOLLEY FAMILY	PROFESSIONAL SERVICES	SWR	105.00
		WARRANT TOTAL		105.00
58548	SEDRO-WOOLLEY FARMERS MKT	FARMERS MARKET	HOT	1,500.00
		WARRANT TOTAL		1,500.00
58549	SEDRO-WOOLLEY MUSEUM	S-W MUSEUM	HOT	489.00
		WARRANT TOTAL		489.00
58550	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		20,100.00
		WARRANT TOTAL		20,100.00
58551	SEDRO-WOOLLEY RIDING CLUB	S-W RIDING CLUB - RODEO	HOT	750.00
		WARRANT TOTAL		750.00
58552	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	7,268.00
		WARRANT TOTAL		7,268.00
58553	SIGNATURE FORMS INC.	OFFICE SUPPLIES	SWR	182.20
		OPERATING SUPPLIES	SAN	182.20
		WARRANT TOTAL		364.40
58554	SKAGIT 911	CONTRACTED ENHANCED 911	PD	9,903.67
		CONTRACT SVS-CNTRL DISPATCH	FD	3,403.66
		CONTRACT SVS-CNTRL DISPATCH	FD	2,414.33
		WARRANT TOTAL		15,721.66
58555	SKAGIT PUD NO. 1	BUILDINGS & STRUCTURES	FD	2,026.35
		WARRANT TOTAL		2,026.35
58556	SK. CO. INTERLOCAL DRUG	SKAGIT CTY DRUG TASK FORCE	PD	1,000.00
		WARRANT TOTAL		1,000.00
58557	SKAGIT COUNTY SHERIFF	PRISONERS	PD	783.53
		WARRANT TOTAL		783.53
58558	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	100.54
		WARRANT TOTAL		100.54
58559	SKAGIT FARMERS SUPPLY	PROPANE	PL	41.80
		WARRANT TOTAL		41.80
58560	SKAGIT RIVER STEEL	REPAIRS/MAINT - EQUIP	PL	204.10
		WARRANT TOTAL		204.10
58561	SKAGIT VALLEY PUBLISHING	ADVERTISING/LEGAL PUBLIC	PLN	72.80
		ADVERTISING/LEGAL PUBLIC	PLN	41.60

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		114.40
58562	STEPHENSON, RETA	MEALS/TRAVEL	FIN	53.40
		WARRANT TOTAL		53.40
58563	SUMMIT GIS	MISC-PRINTING & BINDING	PLN	787.50
		PROFESSIONAL SERVICES	SWR	577.50
		WARRANT TOTAL		1,365.00
58564	TIFFANY, ROBERT L.	PROFESSIONAL SERVICES	FIN	565.20
		PROFESSIONAL SERVICES	PL	197.82
		PROFESSIONAL SERVICES	SWR	113.04
		PROFESSIONAL SERVICES	SAN	65.94
		WARRANT TOTAL		942.00
58565	THUNDERBIRD LUBRICATIONS	VEHICLE FUEL / DIESEL		194.18
		WARRANT TOTAL		194.18
58566	TIERNEY, MICHAEL B. P.S.	PROFESSIONAL SERVICES	SWR	333.50
		WARRANT TOTAL		333.50
58567	TORGGY'S CUSTOM	REPAIR & MAINT - AUTO	PD	89.59
		VEHICLES	PD	1,693.04
		VEHICLES	PD	1,820.62
		WARRANT TOTAL		3,603.25
58568	TRUE VALUE	REPAIR & MAINTENANCE	CS	9.70
		OPERATING SUPPLIES	FD	24.82
		SMALL TOOLS & MINOR EQUIP	FD	11.87
		SMALL TOOLS & MINOR EQUIP	FD	10.66
		OPERATING SUPPLIES	PL	27.82
		OPERATING SUPPLIES	PL	45.60
		OPERATING SUPPLIES	PL	15.52
		OPERATING SUPPLIES	PL	17.80
		OPERATING SUPPLIES	PL	16.18
		REPAIRS/MAINT - EQUIP	PL	15.31
		REPAIRS/MAINT - EQUIP	PL	14.03
		REPAIRS/MAINT-COMM CENTER	PL	50.06
		REPAIRS/MAINT-COMM CENTER	PL	97.19
		OPERATING SUPPLIES	SWR	3.23
		OPERATING SUPPLIES	SWR	59.35
		OPERATING SUPPLIES	SWR	27.62
		OPERATING SUPPLIES	SWR	22.08
		OPERATING SUPPLIES	SWR	6.42
		OPERATING SUPPLIES	SWR	35.62
		OPERATING SUPPLIES	SWR	72.64
		OPERATING SUPPLIES	SWR	103.53
		OPERATING SUPPLIES	SWR	4.85
		OPERATING SUPPLIES	SWR	63.70
		WARRANT TOTAL		755.60
58569	UNITED GENERAL HOSPITAL	PRISONERS	PD	448.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PRISONERS	PD	24.00
		WARRANT TOTAL		472.00
58570	UNITED LABORATORIES	OPERATING SUPPLIES	PL	168.42
		SUPPLIS - COMMUNITY CENTER	PL	220.10
		WARRANT TOTAL		388.52
58571	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	1,339.54
		WARRANT TOTAL		1,339.54
58572	USA BLUE BOOK	MAINTENANCE OF LINES	SWR	2,020.18
		WARRANT TOTAL		2,020.18
58573	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	18.99
		REPAIRS/MAINT - EQUIP	PL	67.99
		MAINTENANCE OF VEHICLES	SWR	59.31
		WARRANT TOTAL		146.29
58574	VERIZON NORTHWEST	TELEPHONE	JUD	61.98
		TELEPHONE	FIN	59.25
		TELEPHONE	LIB	143.55
		TELEPHONE	PL	327.89
		TELEPHONE	SWR	477.27
		TELEPHONE	SWR	31.19
		TELEPHONE	SAN	185.97
		WARRANT TOTAL		1,287.10
58575	WALLEY, SHANE	PROFESSIONAL SERVICES	PL	135.00
		WARRANT TOTAL		135.00
58576	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	90.00
		WARRANT TOTAL		90.00
58577	WA ST EMPLOYMENT SEC DEPT	MISC-TUITION/REGISTRATION	FIN	25.00
		WARRANT TOTAL		25.00
58578	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		5,060.60
		WARRANT TOTAL		5,060.60
58579	WSU URBAN IPM & PEST SAFE ED	MISC-TUITION/REGISTRATION	SWR	80.00
		MISC-TUITION/REGISTRATION	SWR	80.00
		WARRANT TOTAL		160.00
		RUN TOTAL		1,085,881.98

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	133,698.67
104	ARTERIAL STREET FUND	1,316.86
105	LIBRARY FUND	12,231.83
108	STADIUM FUND	2,745.91
110	PUBLIC LANDS 110	46,450.97
332	PWTF SEWER CONSTRUCTION FUND	803,293.90
401	SEWER FUND	56,611.39
412	SOLID WASTE FUND	9,432.45
621	SUSPENSE FUND	20,100.00
TOTAL		1,085,881.98

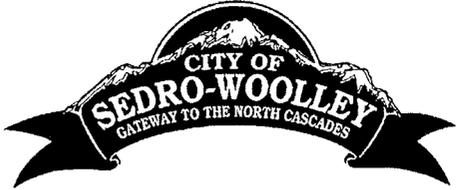
DEPARTMENT	AMOUNT
001 000 000	5,060.60
001 000 012	802.38
001 000 014	5,151.53
001 000 015	1,024.22
001 000 018	14,115.52
001 000 019	2,845.18
001 000 020	6,129.45
001 000 021	57,566.71
001 000 022	38,569.85
001 000 024	2,433.23
FUND CURRENT EXPENSE FUND	133,698.67
104 000 042	1,316.86
FUND ARTERIAL STREET FUND	1,316.86
105 000 072	12,231.83
FUND LIBRARY FUND	12,231.83
108 000 019	2,745.91
FUND STADIUM FUND	2,745.91
110 000 042	46,450.97
FUND PUBLIC LANDS	110 46,450.97
332 000 082	803,293.90
FUND PWWF SEWER CONSTRUCTION FUND	803,293.90
401 000 035	56,611.39
FUND SEWER FUND	56,611.39
412 000 037	9,432.45
FUND SOLID WASTE FUND	9,432.45
621 000 000	20,100.00
FUND SUSPENSE FUND	20,100.00
TOTAL	1,085,881.98

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 11 2006

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

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
720 Murdock Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-0771  
Fax (360) 855-00733



Allen Rozema  
City Planner

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**MEMO TO:** Mayor Dillon and City Council

**RE:** Professional Services Contract - Development Code Analysis

**DATE:** Thursday, October 05, 2006

**ISSUE:** To approve or deny a professional services contract for the review and analysis of the City's Development Codes to identify inconsistencies, conflicts, and redundancies within SWMC title sections 2, 13, 15, 16, 17, and any related references within other titles.

**BACKGROUND:**

Over the past five years a majority of the City's development codes have been adopted and/or amended on an expedited basis to address the explosion in new housing and population growth. As a result inconsistencies have been identified between various code sections and different codes require different permit timelines and processes, causing confusion not only to the public, but also to staff trying to administer the various programs.

During the recent search for an associate planner an opportunity was identified for the City to enter into a professional services contract to:

- 1) Have the City's development codes reviewed and analyzed for inconsistencies, conflicts, and redundancies;
- 2) Create clear code paths from the pre-application phase to final plat approval for short plats, long plats, planned residential developments and binding site plans;
- 3) Identify areas requiring additional clarity within the Sedro-Woolley Public Works Department Standards (SWPWDS). Where possible, code path will be clarified, and inconsistencies with code path will be identified.

This is a limited opportunity that City Staff feel will have exponential benefits as the City continues to grow. This is an opportunity not only to streamline the regulatory process and make it easier for the City's small staff to administer; it is also an opportunity to make the processes transparent and easier for the community at large to follow.

**RECOMMENDATION:**

Motion to Allow the Mayor to enter into a professional services contract for the review and analysis of the City's Development Codes to identify inconsistencies, conflicts, and redundancies within SWMC title sections 2, 13, 15, 16, 17, and any related references within other titles with a **Not to Exceed Cost of \$12,000.**

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 199\_\_, 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 **Kathy James** whose address is **3315 Hoyt Avenue, Everett, WA 98201** , 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.**

- a) The scope of work shall include all services and material necessary to accomplish the above-mentioned objectives in accordance with the Scope of Work that is marked as Exhibit A, attached hereto and incorporated herein by this reference.
- b) The Contractor shall be paid for services provided pursuant to this Agreement and the specific authorization provided in accordance with the terms of this Agreement.
- c) The Contractor shall report to the City Planner, Project Manager for this Agreement. The Contractor shall provide monthly written reports of progress on assignments.

### **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 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.

**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

Approved payment rates are:

- a) Hourly consulting rate           \$25/hr
- b) Supplies                            Actual cost (receipts requested)

*Invoice must itemize costs based on above categories.*

**\$12,000** 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.**

All research, tests, surveys, preliminary data and any and all other work product prepared or gathered by the Contractor in preparation for the services rendered by the Contractor under this Agreement shall be and are the property of the City and shall not be considered public records unless expressly approved as such.

The Contractor agrees that all information acquired by the Contractor from or about the City during this Agreement is and shall continue to be the exclusive property of the City, whether or not prepared in whole or in part by the Contractor and whether or not disclosed to or entrusted to the Contractor's custody. The Contractor agrees that the Contractor shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the City.

To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by the Contractor in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by the City and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, the Contractor hereby irrevocably and exclusively assigns to the City all right, title, and interest in and to all such materials.

The Contractor agrees that upon termination of this Agreement the Contractor will return to the City all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of the City. The Contractor will not retain any materials received from City or prepared by the Contractor as part of the Work described in the Scope of Work (attached)..

In the event that the Contractor shall default on this Agreement, or in the event that this Agreement shall be terminated prior to its completion as herein provided, the work product of the Contractor, along with a summary of work done to date of default or termination, shall become the property of the City and tender of the work product and summary shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost.

**7. Termination.**

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

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

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

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

the obligation of the City to pay for competent services performed prior to the date of termination.

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

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

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

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

**10. Liability and Hold Harmless.**

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

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

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

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

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

**12. Amendments.**

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

**13. Scope of Agreement.**

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

**14. Ratification.**

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

CONTRACTOR:

\_\_\_\_\_

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

## **Exhibit A**

### **Scope of Work**

1. The Contractor will perform analysis of the City's Development Codes and identify inconsistencies, conflicts, and redundancies within SWMC title sections 2, 13, 15, 16, 17, and any related references within other titles.
2. The Contractor will draft proposed code revisions to address the identified inconsistencies, conflicts, and redundancies.
3. The Contractor will identify and create code compliance flow charts and timelines for the following land use development permits: Short Plats, Long Plats, Planned Residential Developments and Binding Site Plans.
4. The Contractor will identify areas requiring additional clarity within the Sedro-Woolley Public Works Department Standards (SWPWDS). Where possible, code path will be clarified, and inconsistencies with code path will be identified.
5. Project Deliverables. The Contractor will provide the following project deliverables:
  - a) An analysis of the City's existing development codes with written recommendations for proposed code changes in legal editorial "track changes" format.
  - b) The creation of flow charts and timelines identifying the code path from the pre-application phase to final plat approval for short plats, long plats, planned residential developments and binding site plans.
  - c) The creation and/or modification of permit application packets for Short Plats, Long Plats, Planned Residential Developments, and Binding Site Plans that explains the application process, submittal requirements, and code path.
  - d) An analysis of the City's Public Works Design Standards with written recommendations for proposed modifications with the intent on clarity.

OCT 11 2006

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

# Memorandum

**To:** Mayor Dillon and City Council

**From:** Patsy Nelson, Clerk-Treasurer *Patsy*

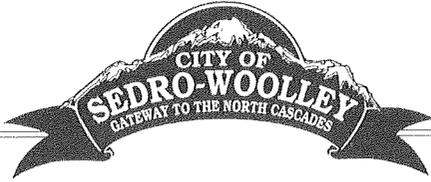
**Date:** 10/5/2006

**Re:** 2007 Property Tax Public Hearing

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## **Recommended Action**

Staff recommends the Council move to set a public hearing on Wednesday, October 25, 2006 to consider public input on the proposed increase in property tax levy request for 2007.



SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

OCT 11 2006

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

Name:  
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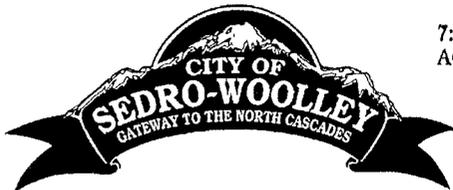
# **PUBLIC HEARING(S)**

**CITY COUNCIL AGENDA  
REGULAR MEETING**

OCT 11 2006

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

**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: Proposed ordinance to amend SWMC 10.96  
DATE: October 11, 2006

ISSUE: Should the Council either (1) Amend SWMC 10.96 to allow for limited operation of ORV's within the City, or (2) Repeal SWMC 10.96 to remove all restrictions on the operation of ORV's within the City?

BACKGROUND: Attached are two draft ordinances: one is my attempt to put the "Robinson Proposal" into law within our current code and the other is a simple repeal of the current code.

Chief Wood has expressed significant concerns regarding the enforceability of the first ordinance as it would require the police department to deploy its resources to measure the size of individuals' parcels, count the number of ORV's in use at any given time, carry decibel meters and be available to measure sound upon complaints, and observe and measure the size of the engines in use.

Also, you asked me to locate examples from other jurisdictions of ordinances that allow ORV use. While they very likely exist, I have not been able to locate one for your review.

This is a policy decision for you to make, the following are two potential options.

**RECOMMENDATION OPTIONS:**

Motion to adopt ordinance (Robinson plan or full repeal).

Motion to postpone indefinitely (or take no action).

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

AN ORDINANCE AMENDING SWMC 10.96 REGARDING OFF ROAD VEHICLES

Whereas, SWMC 10.96 prohibits the operation of off road vehicles within the City limits,  
and

Whereas, the City Council desires to allow for the limited operation of off road vehicles  
within City limits by providing for appropriate limitations for the use and operation of such  
vehicles,

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

**Section 1.** SWMC 10.96 is amended to read as follows:

**10.96.010 Definitions.**

“Off-highway vehicle” means any self-propelled vehicle when used for recreation travel on trails and nonhighway roads or for recreation cross-county travel on any one of the following or a combination thereof: land, water, snow, ice, marsh, swampland, and other natural terrain. Such vehicles shall include but are not limited to two-, three- or four-wheel drive vehicles, motorcycles, dirt bikes, trail bikes, go-carts, dune buggies, snowmobiles, amphibious vehicles, grounds effects or air cushion vehicles, and any other means of land transportation deriving motive power from any source other than muscle or wind.

“Off-highway vehicle” does not include:

- A. Any vehicle designed primarily for travel on, over or in the water;
- B. Any military vehicles, farm tractors or farm implements;
- C. Riding lawnmowers used to mow lawns;
- D. Bicycles with “pusher motors”;
- E. Vehicles deriving motive power solely from muscle or wind, such as bicycles.

**10.96.020 Operation of off-highway vehicles prohibited.**

No person shall operate any off-highway vehicle in the city, except for purposes of licensed parades, for races on a licensed track, and for brief periods to facilitate repairs unless that person is operating the vehicles in accordance with the following restrictions: (1) On a single parcel of land greater than or equal to a minimum size of two (2) acres, or on contiguous parcels owned by the same person that together are equal to or greater than two (2) acres in area; (2) the operation of the vehicle(s) shall not emit sound in excess of ninety five (95) decibels as measured at the property line; (3) the vehicle shall be powered by a four stroke engine with a displacement not to exceed 200cc; (4) the off-highway vehicle shall not be operated between the hours of 7:00 P.M. and 9:00 A.M.; and (5) no more than three off-highway vehicles may be operated on a single parcel at any given time.

**10.96.030 Violation.**

Violation of this chapter shall be a misdemeanor crime, punishable by a fine not to exceed five hundred dollars. Each occurrence shall constitute a separate offense.

**Section 2.** This ordinance shall be effective five (5) days after passage and publication as provided by law.

Passed and approved this 11<sup>th</sup> day of October, 2006.

\_\_\_\_\_  
MAYOR

Attest:

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

Approved as to form:

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

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

AN ORDINANCE REPEALING SWMC 10.96

Whereas, SWMC 10.96 prohibits the operation and use of off road vehicles within the City limits, and

Whereas, the City Council desires to eliminate restrictions on the use of off road vehicles within the City limits,

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

**Section 1.** SWMC 10.96 is repealed in its entirety.

**Section 2.** This ordinance shall be effective five (5) days after passage and publication as provided by law.

Passed and approved this 11<sup>th</sup> day of October, 2006.

\_\_\_\_\_  
MAYOR

Attest:

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

Approved as to form:

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

October 5, 2006

OCT 05 2006

Time: 3:58 pm  
Initials: CAS

Mayor and City Council,

The purpose of this letter is to submit my comments in lieu of testimony at the public hearing concerning the proposed dirt-bike ordinance. Please read these comments into the record at the hearing. I am opposed to any ordinance which would permit the use of dirt bikes in a residentially zoned neighborhood. I have no objections to their use in a commercial or industrially zoned parcel. The main reason for my objection is the operation of a dirt bike track is inconsistent with residentially zoning. Most people don't want to live next to a dirt bike track.

Although the proposal may have well-intentioned restrictions, as a practical matter, they are not going to be enforced against minor children. We have a hard enough time controlling unleashed dogs, junk vehicles, and building height restrictions, and side-yard set-backs. No one can seriously pretend that any restrictions will actually be enforced. If dirt bikes are allowed, they will not be regulated as a practical matter. Based on my observations, the City cannot effectively prevent children without helmets from riding motorized scooters on public streets. Don't kid yourself that you will be able to effectively limit dirt bike tracks if they are permitted.

This ordinance, if passed, will require additional funding for enforcement. The City will need to pay for additional man-hours and noise measuring equipment to police the use of dirt-bikes and off-road equipment. I would ask you to not pass this ordinance until you are also willing to appropriate sufficient funds for enforcement of the restrictions. Is this a prudent use of funds when it only provides recreation for a very small minority?

Though the parcels for tracks may be of a certain size, these areas will attract additional bikers to these few permitted areas, creating a bigger problem for the neighbors than if dirt bikes were allowed everywhere without restriction. Are we prepared to "open the door" to everyone with a home and a couple of acres? Regardless of proposed limitations, do we want to be placed in the position of granting or denying dirt bike requests based on arguable compliance with criteria, when the existing ordinance already defines our position? Some things are just best prohibited outright, and dirt bike tracks in residential neighborhoods are one of those things. (Again, if someone wants to set up a dirt bike track in an industrial or commercial zone, I do not object. But please don't allow in my neighborhood what you are unwilling to allow downtown, or next to the high school, city hall or the senior center, or next to your own home.)

I would urge the City Council to not permit the use of dirt bikes in residentially zoned neighborhoods, regardless of the lot size or other restriction placed on the facility.

Very truly yours,



Al Doorn

1215 Railroad Avenue  
Sedro-Woolley, WA 98284