

Next Ord: 1559-06

Next Res: 731-06

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## MISSION STATEMENT

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

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

## CITY COUNCIL AGENDA

November 21, 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 #58816 to #58918 for \$547,302.82 (Voided Warrants #58819 & #58889)
    - Payroll Warrants #39072 to #39164 for \$144,707.83
  - c. - Street Closure Request - Metcalf Street - Christmas Parade - December 2<sup>nd</sup>, 2006
  - d. - Interlocal Agreement - Skagit River Impact Partnership
  - e. - Interlocal Agreement - City of Sedro-Woolley & Skagit County to Perform Work
  - f. - Interlocal Agreement - City of Sedro-Woolley & Skagit County for SR-9 (North Township) Sidewalks Administration of Design and Construction
  - g. - Setting Council & Planning Commission Schedules - 2007
4. Public Comment (Please limit your comments to 3-5 minutes)

### PUBLIC HEARINGS

5. Ordinance - Reenactment of Interim Zoning Control Ordinance
6. Ordinance - 2007 Budget

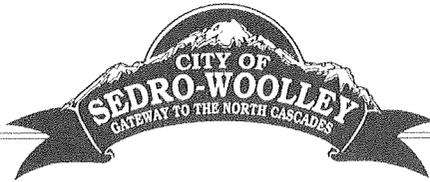
### NEW BUSINESS

7. Ordinance - SWMC 2.66 - Residency Requirements

### EXECUTIVE SESSION/YES

NOV 21 2006

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



DATE: November 21, 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 November 21, 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.

NOV 21 2006

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
November 8, 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: Clerk/Treasurer Nelson, Planner Rozema, Attorney Berg, Engineer Blair, Police Chief Wood and Fire Chief Klinger.

Mayor Dillon announced that the Executive Session will be moved up in the agenda to be directly after the Public Comment. She also noted the addition to the agenda of New Business Item 6 – State of Emergency – Flood Resolution #730-06.

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Vouchers #58693 to #58815 for \$925,231.66 (Voided Warrants #58813 & #58814)
  - Payroll Warrants #38976 to #39071 for \$199,408.63
- Waiver of Fees – Hammer Heritage Square – Osborne/Hoyt – April 7, 2007
- Waiver of Fees – Community Center – SWHS 2007 – April 20, 2007
- Interlocal Agreement – Skagit County for Provision of Senior Services 2007
- Setting Public Hearing – 2007 Budget Ordinance

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

Public Comment

No Public Comment

The meeting adjourned to Executive Session at 7:04 P.M. for the purpose of personnel, litigation or land acquisition for approximately 30 minutes with a possible decision.

The meeting reconvened at 7:47 P.M.

Attorney Berg announced that the Council requested to entertain the idea of amending the agenda to include two additional items under New Business; Item 7 – Employment Contract – Jack Moore and Item 8 – Appointment of Mayor Pro-Tem.

## **PUBLIC HEARINGS**

### Adoption of Interim Ordinances as Permanent Ordinances for the 2006 Comp Plan and Development Regulation Update

Mayor Dillon and Planner Rozema reviewed background on the adoption of interim ordinances to become permanent for the 2006 Comp Plan and Development Regulation Update. Rozema presented an overview of the specific ordinances and zoning changes.

Council discussion ensued to include public input at the Planning Commission hearings and access for the Rite Aid property rezone.

Mayor Dillon opened the public hearing at 7:57 P.M.

No public input.

Mayor Dillon closed the public hearing at 7:58 P.M.

Councilmember Requa stated due to a conflict of interest he would need to recuse himself from #5 Comprehensive Plan Amendment Adopting Changes to the City's Official Zoning and Land Use Map.

#### *1. Ordinance No. 1525-05; 2005 Transportation Plan*

Councilmember Anderson moved to adopt Ordinance No. 1554-06 An Ordinance of the City of Sedro-Woolley, Washington, Adopting a Transportation Plan Section of the Comprehensive Plan and Entering Findings of Fact. Seconded by Councilmember Colgan.

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

#### *2. Ordinance No. 1526-05; Impact Fees*

Councilmember Lemley moved to adopt Ordinance No. 1555-06 An Ordinance Repealing SWMC Ch. 15.60 and Adopting a New Chapter SWMC CH. 15.60, Providing for Assessment of Impact Fees for Planned Capital Facilities, Providing for Credits for Other Mitigation of Impacts, and Providing for Appeals from Fee Determination. Councilmember Galbraith seconded.

Roll Call Vote: Councilmember Anderson – Yes, Lemley – Yes, Galbraith – Yes, Colgan – Yes, Requa – No, Splane – No and Meamber – No. Motion carried 4-3 (Councilmembers Requa, Splane and Meamber opposed).

#### *3. Ordinance No. 1527-05; Municipal Facilities Section of the Comp Plan*

Councilmember Galbraith moved to adopt Ordinance No. 1556-06 An Ordinance of the City of Sedro-Woolley, Washington, Adopting A Municipal Facilities Section of the Comprehensive Plan and Entering Findings of Fact. Councilmember Colgan seconded.

Roll Call Vote: Councilmember Anderson – No, Lemley – Yes, Galbraith – Yes, Colgan – Yes, Requa – Yes, Splane – No and Meamber – No. Motion carried 4-3 (Councilmembers Anderson, Splane and Meamber opposed).

*4. Ordinance No. 1529-05; Police and Fire Capital Facilities Plan*

Councilmember Colgan moved to adopt Ordinance No. 1557-06 An Ordinance Adopting Amendments to the Capital Facilities Plan for Fire Facilities and Police Facilities, and Documenting Appropriate Mitigation Standards for Police Impacts. Seconded by Councilmember Requa.

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

*5. Comprehensive Plan Amendment adopting changes to the City's Official Zoning and Land Use Map*

Councilmember Requa recused himself from the vote due to a conflict of interest. He left the Council bench.

Councilmember Splane moved to approve Ordinance No. 1558-06 An Ordinance Adopting Amendments to the City of Sedro-Woolley Land Use/Zoning Map. Councilmember Meamber seconded.

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

Councilmember Requa returned to the Council bench.

Planner Rozema commented on the review process by C-TED and that they were really impressed with the City's transportation plan and have requested permission to use it as a model.

## **NEW BUSINESS**

### State of Emergency – Flood Resolution

Mayor Dillon reported on the efforts for protecting the Waste Water Treatment Plant during the recent flooding. She also discussed the management of flood waters by releasing and holding waters at the appropriate times.

Discussion ensued to include the critical point of flooding for Sedro-Woolley.

Councilmember Galbraith moved to adopt Resolution No. 730-06 A Resolution of the City of Sedro-Woolley Washington Declaring an Emergency as a Result of Flooding. Seconded by Councilmember Splane. Motion carried.

### Employment Contract – Jack Moore

Councilmember Lemley moved to enter into a contract with Jack Moore to become the new Planner/Building Official. Seconded by Councilmember Meamber. Motion carried.

Mayor Dillon introduced Jack Moore who was sitting in the audience to the Council and other audience members.

### Appointment of Mayor Pro-Tem

Attorney Berg addressed the possible change in Mayor due to the election of current Mayor Sharon Dillon as a County Commissioner. Berg reviewed the procedure for appointment of a replacement which would occur at the first regular meeting following the official resignation of the Mayor. That date is anticipated to be December 31, 2006. In order to make a smooth transition Berg recommended that the current Mayor Pro-Tem resign and Council elect from among its own a new Mayor Pro-Tem who will be the designated candidate for the replacement Mayor. That person would be officially voted for in January and take the oath of office at the first meeting in January. This will also allow for notification to the public to elect a replacement for the open Council position at the same meeting.

Councilmember Lemley formally submitted his resignation as Mayor Pro-Tem for the year 2006. Lemley then moved to appoint Councilmember Mike Anderson to serve as Mayor Pro-Tem for the remainder of 2006 and to possibly accept the nomination for Mayor for 2007. Seconded by Councilmember Galbraith. Motion carried.

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

Mayor Dillon – announced upcoming date for the Christmas Parade, the annual holiday party and encouraged the Council to attend the Engineering Seminar scheduled for November 29<sup>th</sup>. If all Councilmembers plan to attend proper procedures for advertisement will be done. Mayor Dillon reminded everyone that the next regular Council meeting is scheduled for Tuesday November 21, 2006 due to the Thanksgiving Holiday.

Councilmember Anderson – questioned the paving of Township Street. He noted the condition of the intersection of State and Township and complaints he has received. Other Councilmembers also noted the number of complaints they have been receiving.

Engineer Blair noted that due to weather conditions not a lot can be done to improve the surface and updated the Council on the remaining work to be done.

Councilmember Requa – questioned the moratorium for the e-basin in the northern part of town being lifted.

Engineer Blair and Attorney Berg noted that they are together working on an interim zoning control ordinance which would require a public hearing prior to adoption or within 30 days of adoption including findings of fact indicating the required necessities. They are working on re-enacting the existing emergency ordinance minus a section that is now believed to be no longer an emergency area. Discussion ensued regarding timing and setting of a public hearing.

Councilmember Requa moved to set a public hearing for November 21, 2006 to revise the existing subdivision moratorium. Councilmember Splane seconded. Motion carried.

Councilmember Splane – questioned if there was anything in the works to extend sewer from Reed St. west down Sapp Road.

Engineer Blair stated there is nothing in the plans at this time, if development were to occur the developers would be responsible for making the extension.

Councilmember Meamber – questioned the status of the Highway 9 sidewalks.

Mayor Dillon – noted that the interlocal is currently being reviewed by the County Attorney.

Police Chief Wood – announced the planned Veteran's Day parade sponsored by Mary Purcell and Central Schools.

Fire Chief Klinger – thanked the City on behalf of the volunteer association for the use of the Community Center for their annual Boots to Burn Dance. The event raised approximately \$13,000.

Engineer Blair – noted a written report given to Council with an update on the sewer project within the moratorium.

Planner Rozema – thanked the Council for the opportunity to work for the City and noted he would be glad to help with the transition in any way.

Clerk/Treasurer Nelson – pointed out the Council copies of the balanced preliminary budget at their seats. She also noted the Auditor's exit conference has been scheduled for Wednesday, November 22 and requested Councilmembers RSVP. If more than three Councilmembers attend there will need to be a couple sessions scheduled.

## **EXECUTIVE SESSION**

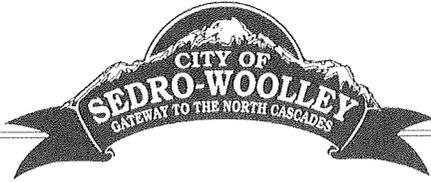
The meeting adjourned again to executive session for the purpose of personnel, land acquisition or litigation at 8:36 P.M. for approximately 20 minutes with a possible decision.

The meeting reconvened at 9:10 P.M.

Councilmember Anderson moved to authorize the survey of some potential property to be purchased by the City of Sedro-Woolley. Seconded by Councilmember Splane. Motion carried.

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

The meeting adjourned at 9:12 P.M.



CITY COUNCIL AGENDA  
REGULAR MEETING

NOV 21 2006

7:00 PM. COUNCIL CHAMBERS  
AGENDA NO. 36

DATE: November 21, 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 November 21, 2006.

Motion to approve Claim Vouchers #58816 to #58918 in the amount of \$547,302.82. (Voided Warrants #58819 & #58889)

Motion to approve Payroll Warrants #39072 to #39164 in the amount of \$144,707.83.

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
58816	SKAGIT COUNTY AUDITOR	MISCELLANEOUS	FIN	33.00
		MISC-FILING FEES/LIEN EXP	SWR	752.00
		MISC-FILING FEES/LIEN EXP	SAN	577.00
		WARRANT TOTAL		1,362.00
58817	FIRST AMERICAN TITLE	MISC-FILING FEES/LIEN EXP	SWR	40.00
		MISC-FILING FEES/LIEN EXP	SAN	40.00
		WARRANT TOTAL		80.00
58818	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SAN	775.17
		WARRANT TOTAL		775.17
58820	ALL-PHASE ELECTRIC	BUILDINGS & STRUCTURES	SWR	754.50
		BUILDINGS & STRUCTURES	SWR	230.90
		BUILDINGS & STRUCTURES	SWR	16.77
		WARRANT TOTAL		1,002.17
58821	ALLEN, DEBRA	MEALS/TRAVEL	SWR	14.00
		WARRANT TOTAL		14.00
58822	APPLIED INDUSTRIAL TECH	MAINT OF GENERAL EQUIP	SWR	718.98
		MAINT OF GENERAL EQUIP	SWR	124.13
		MAINT OF GENERAL EQUIP	SWR	124.13
		MAINT OF GENERAL EQUIP	SWR	66.86
		MAINT OF GENERAL EQUIP	SWR	1,207.22
		WARRANT TOTAL		2,241.32
58823	A.S.A.P. SIGN & DESIGN	SUPPLIES - CAMPGROUND	PL	69.12
		WARRANT TOTAL		69.12
58824	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	6,769.80
		WARRANT TOTAL		6,769.80
58825	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	36.38
		AUTO FUEL	PD	1,295.45
		AUTO FUEL/DIESEL	FD	436.56
		AUTO FUEL/DIESEL	FD	46.49
		VEHICLE FUEL / DIESEL		242.68
		AUTO FUEL/DIESEL	SWR	451.14
		AUTO FUEL/DIESEL	SWR	346.71
		AUTO FUEL/DIESEL	SAN	1,242.22
		WARRANT TOTAL		4,097.63
58826	AUTOMATION, CONTROLS,	PROFESSIONAL SERVICES	SWR	801.00
		WARRANT TOTAL		801.00
58827	AVAYA INC.	REPAIR & MAINTENANCE	PLN	32.40
		REPAIRS/MAINTENANCE	INSP	32.40
		WARRANT TOTAL		64.80
58828	BANK OF AMERICA	OFFICE EQUIPMENT	PLN	618.53
		SUPPLIES	ENG	618.54

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 11/21/2006 (Printed 11/16/2006 16:12)

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		OFFICE EQUIPMENT	INSP 618.53
		WARRANT TOTAL	1,855.60
58829	BANK OF NEW YORK	BOND PRINCIPAL-G/O BONDS	105,000.00
		BOND PRINCIPAL-G/O BONDS	10,000.00
		BOND INTEREST-G/O BONDS	10,781.25
		BOND INTEREST-G/O BONDS	28,687.50
		BOND INTEREST	102,996.25
		WARRANT TOTAL	257,465.00
58830	BANK OF AMERICA	FIRE TRUCK	FD 26,818.42
		WARRANT TOTAL	26,818.42
58831	BANK OF AMERICA	OPERATING SUPPLIES	FD 35.27
		WARRANT TOTAL	35.27
58832	BAY CITY SUPPLY	OFFICE/OPERATING SUPPLIES	PD 53.24
		AUTO FUEL	PD 59.40
		OPERATING SUPPLIES	PD 59.41
		OPERATING SUPPLIES	PD 53.24
		WARRANT TOTAL	225.29
58833	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD 47.22
		UNIFORMS/ACCESSORIES	PD 12.95
		WARRANT TOTAL	60.17
58834	BROWN & COLE STORES	OFFICE/OPERATING SUPPLIES	PD 34.09
		WARRANT TOTAL	34.09
58835	CARLETTI ARCHITECTS P.S.	CITY HALL DESIGN	27,711.09
		WARRANT TOTAL	27,711.09
58836	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	CS 438.23
		PUBLIC UTILITIES	FD 1,043.71
		PUBLIC UTILITIES	LIB 127.12
		PUBLIC UTILITIES	PL 317.69
		PUBLIC UTIL - COMM CENTER	PL 151.24
		PUBLIC UTIL - SENIOR CENTER	PL 355.69
		PUBLIC UTIL - FOOD BANK	PL 50.82
		PUBLIC UTIL - HHS	PL 29.12
		PUBLIC UTILITIES	SWR 102.59
		PUBLIC UTILITIES	SAN 224.89
		WARRANT TOTAL	2,841.10
58837	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN 16.20
		WARRANT TOTAL	16.20
58838	CINTAS CORPORATION #460	UNIFORMS	FD 65.03
		WARRANT TOTAL	65.03
58839	COASTAL WEAR PRODUCTS	OP. SUPPLIES - ST CLEANING	PL 1,068.20
		WARRANT TOTAL	1,068.20

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 11/21/2006 (Printed 11/16/2006 16:12)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
58840	COLLINS OFFICE SUPPLY, INC	OFFICE SUPPLIES	LGL	20.86
		SUPPLIES/BOOKS	PLN	45.56
		SUPPLIES	ENG	16.49
		OFF/OPER SUPPS & BOOKS	INSP	64.60
		WARRANT TOTAL		147.51
58841	COMMERCIAL AIRCRAFT INTERIORS LLC	MAINTENANCE OF LINES	SWR	280.80
		WARRANT TOTAL		280.80
58842	COMPUTER SUPPORT GROUP	REPAIR/MAINT-COMPUTER	LIB	245.48
		WARRANT TOTAL		245.48
58843	CONCRETE NOR'WEST, INC.	OP. SUPPLIES - SNOW & ICE	PL	78.58
		WARRANT TOTAL		78.58
58844	CONSUMER RENTAL CENTER	OPERATING SUPPLIES	PL	62.34
		WARRANT TOTAL		62.34
58845	COOK PAGING (WA)	TELEPHONE	FD	6.57
		WARRANT TOTAL		6.57
58846	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	38.66
		WARRANT TOTAL		38.66
58847	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	851.81
		REPAIR & MAINT - AUTO	PD	98.91
		REPAIR & MAINT - AUTO	PD	9.84
		WARRANT TOTAL		960.56
58848	SKAGIT WEEKLY NEWS GROUP	SUPPLIES/BOOKS	PLN	56.16
		SUPPLIES	ENG	14.04
		SUPPLIES	ENG	72.36
		OFF/OPER SUPPS & BOOKS	INSP	14.04
		WARRANT TOTAL		156.60
58849	CRYSTAL SPRINGS	SUPPLIES	LGS	31.96
		SUPPLIES	JUD	42.57
		OPERATING SUPPLIES	CS	22.90
		OPERATING SUPPLIES	PL	36.53
		OPERATING SUPPLIES	SAN	64.57
		WARRANT TOTAL		198.53
58850	DAVID EVANS & ASSOC INC	ENGINEERING-SKAGIT LIGHT	AST	6,529.26
		WARRANT TOTAL		6,529.26
58851	DAY CREEK SAND & GRAVEL	MAINTENANCE OF LINES	SWR	145.48
		MAINTENANCE OF LINES	SWR	565.20
		WARRANT TOTAL		710.68
58852	DESTINATION WIRELESS	REPAIRS/MAINT-STORM DRAIN	PL	21.59
		OPERATING SUPPLIES	SWR	53.98
		WARRANT TOTAL		75.57

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
58853	E & E LUMBER	REPAIR & MAINTENANCE	CS	49.09
		ADVERTISING-FIRE PREV/EDUC	FD	239.27
		OPERATING SUPPLIES	PL	47.93
		SUPPLIES - CAMPGROUND	PL	83.89
		SUPPLIES - CAMPGROUND	PL	7.42
		REPAIRS/MAINT-CAMPGROUND	PL	4.36
		MAINT OF GENERAL EQUIP	SWR	54.04
		OFFICE SUPPLIES	SWR	12.80
		OPERATING SUPPLIES	SWR	6.83
		OPERATING SUPPLIES	SWR	13.49
		OPERATING SUPPLIES	SWR	32.28
		WARRANT TOTAL		551.40
58854	ENTERPRISE SALES, INC.	CONTAINERS	SAN	890.18
		WARRANT TOTAL		890.18
58855	FAB-TECH	REPAIRS/MAINT - EQUIP	PL	236.79
		WARRANT TOTAL		236.79
58856	FELLER HEATING & AIR COND	MAINTENANCE CONTRACTS	SWR	181.44
		WARRANT TOTAL		181.44
58857	FEI #3023	MAINTENANCE OF LINES	SWR	35.71
		MAINTENANCE OF LINES	SWR	66.86
		MAINTENANCE OF LINES	SWR	85.65
		WARRANT TOTAL		188.22
58858	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	269.89
		EQUIPMENT LEASES	CS	308.99
		WARRANT TOTAL		578.88
58859	GUARDIAN SECURITY	FIRE/THEFT PROTECTION	FD	26.50
		REPAIRS/MAINTENANCE BLDG.	LIB	108.00
		WARRANT TOTAL		134.50
58860	GUTIERREZ, JIM	PROFESSIONAL SERVICES	PL	150.00
		WARRANT TOTAL		150.00
58861	HEPBURN SUPERIOR	LINERS	PL	388.21
		WARRANT TOTAL		388.21
58862	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	115.79
		WARRANT TOTAL		115.79
58863	IKON FINANCIAL SERVICES	REPAIR/MAINTENANCE-EQUIP	LIB	117.43
		WARRANT TOTAL		117.43
58864	INGRAM LIBRARY SERVICES	BOOKS SKAGIT COUNTY	LIB	18.82
		BOOKS SKAGIT COUNTY	LIB	56.49
		BOOKS SKAGIT COUNTY	LIB	153.97
		BOOKS SKAGIT COUNTY	LIB	6.63
		BOOKS SKAGIT COUNTY	LIB	12.40

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		BOOKS SKAGIT COUNTY	LIB	20.01
		BOOKS SKAGIT COUNTY	LIB	10.49
		BOOKS SKAGIT COUNTY	LIB	16.19
		BOOKS SKAGIT COUNTY	LIB	143.24
		BOOKS SKAGIT COUNTY	LIB	16.95
		WARRANT TOTAL		455.19
58865	ISOMEDIA.COM	TELEPHONE	FIN	8.73
		TELEPHONE	PLN	8.74
		TELEPHONE	ENG	8.74
		TELEPHONE	INSP	8.74
		TELEPHONE	LIB	39.95
		WARRANT TOTAL		74.90
58866	KESSELRING'S	AMMUNITION	PD	810.97
		WARRANT TOTAL		810.97
58867	KRAMER, STEVE	PROFESSIONAL SERVICES	INSP	250.00
		WARRANT TOTAL		250.00
58868	L N CURTIS & SONS	OPERATING SUPPLIES	FD	580.09
		WARRANT TOTAL		580.09
58869	LABCORP	PROFESSIONAL SERVICES	PLN	51.50
		WARRANT TOTAL		51.50
58870	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	375.00
		WARRANT TOTAL		375.00
58871	LIBRARY STORE, INC.,	SUPPLIES	LIB	20.98
		WARRANT TOTAL		20.98
58872	MCNEILL POLYGRAPH & INVES	PROFESSIONAL SERVICES	CIV	150.00
		WARRANT TOTAL		150.00
58873	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
58874	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	464.81
		PROFESSIONAL SERVICES	INSP	460.08
		PROFESSIONAL SERVICES	INSP	431.69
		PROFESSIONAL SERVICES	INSP	452.98
		PROFESSIONAL SERVICES	INSP	464.81
		WARRANT TOTAL		2,274.37
58875	MUNICIPAL RESESEARCH & SVC CENTER	CODE BOOK	LGS	300.00
		WARRANT TOTAL		300.00
58876	NIELSEN, WM. H	ASSOCIATE'S FEES	JUD	150.00
		WARRANT TOTAL		150.00
58877	NORTH COAST ELECTRIC CO.	MAINT OF GENERAL EQUIP	SWR	76.41

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MAINT OF GENERAL EQUIP	SWR	1,094.23
		MAINT OF GENERAL EQUIP	SWR	210.73
		MAINT OF GENERAL EQUIP	SWR	7.08
		WARRANT TOTAL		1,388.45
58878	OFFICE DEPOT	SUPPLIES	EXE	17.61
		SUPPLIES	FIN	196.22
		OFFICE SUPPLIES	LGL	37.39
		OFFICE/OPERATING SUPPLIES	PD	58.65
		MACHINERY & EQUIPMENT	PD	342.61
		OFFICE SUPPLIES	FD	12.01
		MAINT OF GENERAL EQUIP	SWR	23.04
		OFFICE SUPPLIES	SAN	131.75
		OFFICE SUPPLIES	SAN	64.26
		WARRANT TOTAL		883.54
58879	OFFICE SYSTEMS	REPAIR/MAINTENANCE	JUD	129.60
		WARRANT TOTAL		129.60
58880	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	PL	171.68
		CLOTHING	SWR	198.12
		WARRANT TOTAL		369.80
58881	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	27.19
		MEALS / TRAVEL	PL	19.60
		MEALS / TRAVEL	PL	17.34
		MISC-LAUNDRY	PL	32.61
		MISC-LAUNDRY	PL	20.14
		MISC-LAUNDRY	PL	32.07
		LAUNDRY	SWR	23.72
		LAUNDRY	SWR	23.18
		LAUNDRY	SWR	23.18
		WARRANT TOTAL		219.03
58882	OTAK	PROFESSIONAL SERVICES	ENG	7,431.25
		WARRANT TOTAL		7,431.25
58883	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT - EQUIP	PL	79.84
		REPAIRS/MAINT - EQUIP	PL	33.21
		MAINTENANCE OF VEHICLES	SWR	253.58
		REPAIRS/MAINT-EQUIP	SAN	93.96
		WARRANT TOTAL		460.59
58884	POTASH, ERIC	OFF/OPER SUPPS & BOOKS	INSP	79.90
		WARRANT TOTAL		79.90
58885	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	CS	41.93
		PUBLIC UTILITIES	CS	36.95
		PUB UTILITIES-MALL	CS	34.28
		PUBLIC UTILITIES	FD	217.15
		PUBLIC UTILITIES	LIB	19.63
		PUBLIC UTILITIES	PL	458.58

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		PUBLIC UTIL - CAMPGROUND PL	187.41
		PUBLIC UTIL - HHS PL	104.18
		PUBLIC UTILITIES SWR	142.30
		PUBLIC UTILITIES SAN	29.48
		WARRANT TOTAL	1,271.89
58886	PUGET SOUND ENERGY	PUBLIC UTIL - STREETLIGHTS PL	6,644.55
		WARRANT TOTAL	6,644.55
58887	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES ENG	213.28
		PROFESSIONAL SERVICES ENG	546.06
		PROFES. SVCS. REIMBURSE ENG	142.19
		CONSTRUCTION-TOWNSHIP LINE PWT	29,769.67
		ENGINEERING-TOWNSHIP LINE PWT	794.08
		PROF SVS-ENGINEERING SWR	44.06
		PROF SVS-ENGINEERING SWR	692.92
		WARRANT TOTAL	32,202.26
58888	RINKER MATERIALS	CONST-SKAGIT ST LIGHT AST	24,153.42
		CONTRACTED OVERLAY PL	528.53
		CONTRACTED OVERLAY PL	366.14
		CONTRACTED OVERLAY PL	26,088.04
		WARRANT TOTAL	51,136.13
58890	SCIENTIFIC SUPPLY	OPERATING SUPPLIES SWR	37.09
		WARRANT TOTAL	37.09
58891	SEDRO-WOLLEY AUTO PARTS	OPERATING SUPPLIES PL	22.45
		REPAIRS/MAINT - EQUIP PL	2.20
		OPERATING SUPPLIES SWR	42.12
		REPAIRS/MAINT-EQUIP SAN	24.84
		WARRANT TOTAL	91.61
58892	SEDRO-WOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES	10,050.00
		WARRANT TOTAL	10,050.00
58893	SIGNATURE FORMS INC.	OP. SUPPLIES - GOLF PL	236.88
		WARRANT TOTAL	236.88
58894	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH HLT	686.75
		WARRANT TOTAL	686.75
58895	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL SAN	35,739.72
		WARRANT TOTAL	35,739.72
58896	SKAGIT COUNTY SHERIFF	PRISONERS PD	1,229.83
		WARRANT TOTAL	1,229.83
58897	SKAGIT READY MIX, INC.	OPERATING SUPPLIES SWR	268.11
		WARRANT TOTAL	268.11
58898	SKAGIT COUNTY HUMAN SVC.	SKAGIT COUNCIL ON ALCOHOL ALC	5,207.25

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	5,207.25
58899	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS LGS	20.80
		PROFESSIONAL SERVICES LGL	18.20
		PROFESSIONAL SERVICES LGL	18.20
		WARRANT TOTAL	57.20
58900	SNAPDRAGON PUPPET PRODUC	MISC-SUMMER READ PROGRAM LIB	150.00
		WARRANT TOTAL	150.00
58901	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING PD	5.40
		MISC-LAUNDRY FD	19.60
		WARRANT TOTAL	25.00
58902	STATEWIDE RENT-A-FENCE INC.	EQUIPMENT RENTAL SWR	106.28
		WARRANT TOTAL	106.28
58903	STATE AUDITOR'S OFFICE	STATE AUDITING FIN	13,961.81
		WARRANT TOTAL	13,961.81
58904	STILES & STILES	MUNICIPAL COURT JUDGE JUD	2,728.00
		WARRANT TOTAL	2,728.00
58905	THORPE, SYLVIA PH.D ABPP	PROFESSIONAL SERVICES CIV	325.00
		PROFESSIONAL SERVICES CIV	325.00
		WARRANT TOTAL	650.00
58906	THUNDERBIRD LUBRICATIONS	VEHICLE FUEL / DIESEL	507.88
		WARRANT TOTAL	507.88
58907	TRUE VALUE	SUPPLIES ENG	1.72
		OPERATING SUPPLIES FD	3.25
		OPERATING SUPPLIES FD	16.17
		OPERATING SUPPLIES FD	15.41
		OPERATING SUPPLIES PL	21.22
		OPERATING SUPPLIES PL	21.35
		OPERATING SUPPLIES PL	30.20
		SUPPLIES - CAMPGROUND PL	107.96
		SUPPLIES - CAMPGROUND PL	40.08
		SUPPLIES - CAMPGROUND PL	37.76
		SUPPLIES - CAMPGROUND PL	14.88
		REPAIRS/MAINT-COMM CENTER PL	90.43
		MAINT OF GENERAL EQUIP SWR	5.53
		MAINT OF GENERAL EQUIP SWR	42.27
		MAINT OF GENERAL EQUIP SWR	74.96
		OPERATING SUPPLIES SWR	3.22
		OPERATING SUPPLIES SWR	70.49
		OPERATING SUPPLIES SWR	34.37
		OPERATING SUPPLIES SWR	11.06
		WARRANT TOTAL	635.83
58908	UNITED LABORATORIES	OPERATING SUPPLIES SWR	386.40

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		386.40
58909	USA BLUE BOOK	MAINTENANCE OF LINES	SWR	217.57
		MAINTENANCE OF LINES	SWR	146.65
		MAINTENANCE OF LINES	SWR	745.19
		OPERATING SUPPLIES	SWR	135.61
		WARRANT TOTAL		1,245.02
58910	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	97.75
		WARRANT TOTAL		97.75
58911	VERIZON NORTHWEST	TELEPHONE	JUD	189.76
		TELEPHONE	FIN	54.74
		TELEPHONE	FIN	474.35
		TELEPHONE	PLN	94.87
		TELEPHONE	ENG	94.87
		TELEPHONE	PD	243.03
		TELEPHONE	PD	927.90
		TELEPHONE	INSP	94.87
		TELEPHONE	SWR	47.72
		TELEPHONE	SWR	42.40
		WARRANT TOTAL		2,264.51
58912	WA STATE DEPT OF REVENUE	OFFICE/OPERATING SUPPLIES	PD	10.66
		OPERATING SUPPLIES	FD	11.02
		TAXES AND ASSESSMENTS	LIB	9.42
		BOOKS, PERIOD, RECORDS	LIB	2.32
		OP. SUPPLIES - GOLF	PL	24.96
		TAXES & ASSESSMENTS	PL	320.26
		TAXES & ASSESSMENTS	PL	150.25
		TAXES AND ASSESSMENTS	SWR	3,602.00
		TAXES & ASSESSMENTS	SAN	5,044.82
		WARRANT TOTAL		9,175.71
58913	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	168.00
		WARRANT TOTAL		168.00
58914	WEYRICH, RICHARD A.	PROSECUTING ATTY	JUD	2,000.00
		WARRANT TOTAL		2,000.00
58915	WOOD'S LOGGING SUPPLY INC	MAINTENANCE OF LINES	SWR	27.00
		OPERATING SUPPLIES	SWR	39.31
		OPERATING SUPPLIES	SAN	157.25
		WARRANT TOTAL		223.56
58916	ZUMAR INDUSTRIES, INC.	OP. SUPPLIES - TRAFFIC	PL	103.36
		WARRANT TOTAL		103.36
58917	S.E. GRAINGER DEV. GROUP INC.	BUILDING REVIEW FEES		357.50
		WARRANT TOTAL		357.50
58918	TOWN & COUNTRY POST FRAME BLDGS	BUILDING PERMITS		147.83

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	147.83
		RUN TOTAL	547,302.82

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	88,219.09
104	ARTERIAL STREET FUND	30,682.68
105	LIBRARY FUND	1,295.52
110	PUBLIC LANDS 110	39,918.24
230	1996 G/O BOND REDEMPTION FUND	154,468.75
302	RES FOR CURR EXP CAP OUT FUND	27,711.09
332	PWTF SEWER CONSTRUCTION FUND	30,563.75
401	SEWER FUND	16,281.14
407	1998 SEWER REVENUE BOND FUND	102,996.25
412	SOLID WASTE FUND	45,116.31
621	SUSPENSE FUND	10,050.00
TOTAL		547,302.82

CITY OF SEDRO-WOOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
11/21/2006 (Printed 11/16/2006 16:12)

PAGE 12

DEPARTMENT	AMOUNT
001 000 000	505.33
001 000 011	352.76
001 000 012	8,172.43
001 000 013	17.61
001 000 014	14,728.85
001 000 015	94.65
001 000 016	800.00
001 000 018	1,265.83
001 000 019	907.76
001 000 020	9,198.20
001 000 021	13,145.55
001 000 022	29,698.67
001 000 024	3,437.45
001 000 062	5,894.00
FUND CURRENT EXPENSE FUND	88,219.09
104 000 042	30,682.68
FUND ARTERIAL STREET FUND	30,682.68
105 000 072	1,295.52
FUND LIBRARY FUND	1,295.52
110 000 042	39,918.24
FUND PUBLIC LANDS	110 39,918.24
230 000 082	154,468.75
FUND 1996 G/O BOND REDEMPTION FUND	154,468.75
302 000 000	27,711.09
FUND RES FOR CURR EXP CAP OUT FUND	27,711.09
332 000 082	30,563.75
FUND PWTF SEWER CONSTRUCTION FUND	30,563.75
401 000 035	16,281.14
FUND SEWER FUND	16,281.14
407 000 082	102,996.25
FUND 1998 SEWER REVENUE BOND FUND	102,996.25
412 000 037	45,116.31
FUND SOLID WASTE FUND	45,116.31
621 000 000	10,050.00
FUND SUSPENSE FUND	10,050.00
TOTAL	547,302.82

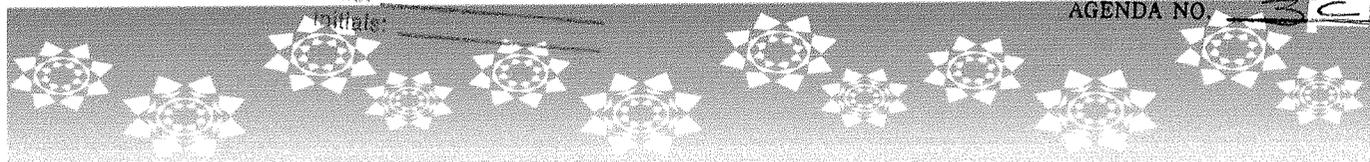
CITY OF SEDRO-WOOLLEY  
RECEIVED ON

NOV. 03 2006

NOV 21 2006

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

Time:  
Initials:



November 3, 2006

Re: 2006 Chamber of Commerce Grand "City of Lights" Christmas Parade and Breakfast  
With Santa

Dear Mayor Dillon and City Council,

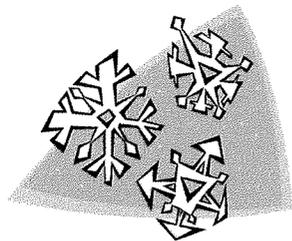
The Sedro-Woolley's Christmas Parade is planned for Saturday, December 2<sup>nd</sup>, 2006.  
The Breakfast with Santa is planned for Saturday, December 9<sup>th</sup>, 2006. the Chamber would  
appreciate a waiver of the fees for the use of the Community Center.

There will be free train and pony rides sponsored by local businesses and other Christmas  
activities in the downtown area beginning at 3:00 pm. Therefore, the Christmas committee  
requests the closure of Metcalf Street between Ferry and State St from both alleys on the west  
and east side of Woodworth. The train will go up and down Metcalf St until the parade starts.  
The pony rides will be set up on both sides of Woodworth St. We would like to close the streets  
starting at 2:45 pm.

As in previous years, we are requesting that Metcalf St from Warner to State St be closed at 4:30  
pm so we can begin staging up the beginning of the parade. We are requesting as in previous  
years, the parking stalls on both sides of Ferry St be blocked off with cones so the parade entries  
can go around the corner in a safe manner.

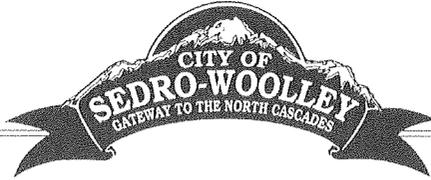
The parade will begin at promptly 5:00 pm and last around 45 minutes. At this time all streets  
will be re-opened up to traffic. We will be working closely with the Sedro-Woolley Police  
Department on trying to make the closure of the streets in the downtown area easily as possible.

I am hoping to once again see our City Council this year in the parade. After all, this is a festive  
time for all.



*Donna Backman*

Donna Backman  
Sedro-Woolley Chamber of Commerce Christmas Committee



CITY COUNCIL AGENDA  
REGULAR MEETING

NOV 21 2006

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

**To:** Sedro-Woolley City Council  
**From:** Mayor Sharon D. Dillon *SD*  
**Date:** November 13, 2006  
**Re:** Inter-Local Agreement – Skagit River Impact Partnership

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**Issue:** Should the City of Sedro-Woolley enter into an inter-local agreement with several cities, dike & drainage districts, and Skagit County for the purpose of working together to reduce flooding in Skagit County.

**Background:** The City petitioned the Partnership for membership many months ago. We have approved this agreement allowing for our participation once, but changes were made after approval and other agencies did not ratify. So with items removed, we are back to the original agreement, with the addition of Sedro-Woolley, LaConner and Anacortes, and no changes to the substance of the basic agreement.

**Recommendation:** Motion to allow the Mayor to sign the Inter-local Agreement – November, 2006 among Skagit River Impact Partnership.

**INTER-LOCAL AGREEMENT - NOVEMBER, 2006**  
**AMONG**  
**SKAGIT RIVER IMPACT PARTNERSHIP**

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

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

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

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

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

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

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

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

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

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

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

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

## **1.0 PURPOSE**

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

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

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## **2.0 GOALS**

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

- 2.1 To participate with state and federal agencies to ensure that the information collected can be used as a work product and planning tool for the Partnership and the State of Washington.
- 2.2 To obtain and share with members of the Partnership and the public technical information concerning the causes of and remedies for flood damage.
- 2.3 To develop an analysis of alternative methods for eliminating, reducing and/or managing flood damages.

- 2.4 To identify those areas where cost effective measures to reduce flood damage are achievable.
- 2.5 To develop a strategic plan which identifies the sequence, costs and funding sources for implementing measures that do not adversely impact other members of the Partnership.
- 2.6 To inform local, state and federal funding sources of flood reduction project options, needs, and issues of the Partnership.
- 2.7 To work with the State of Washington, federal authorities including but not limited to U.S. Congress and various federal agencies, and affected local governments to develop appropriate policies and funding strategies for implementing flood damage reduction measures.
- 2.8 To coordinate adequate funding for the Partnership members to identify, study, and permit solutions to localized problems and to assist each community with the process as needed.

### **3.0 ORGANIZATION AND MEETINGS**

- 3.1 Steering Committee: The purpose of the Steering Committee is for the exchange of detailed information regarding flood reduction project technical topics, status of strategic plans, status of funding requests, and status of political support. From time-to-time the Parties may agree to support specific initiatives as necessary to advance specific goals for flood damage reduction and flood prevention. The Steering Committee shall be composed of representatives of each of the entities comprising the Partnership. Each Partnership entity, (Dike Districts, Drainage Districts, Cities and County), shall appoint one member to the Steering Committee. The Steering Committee should meet at least quarterly or as needed.
- 3.2 Executive Committee: The purpose of the Executive Committee shall be to organize and coordinate the development and implementation of flood damage reduction measures which represents the interests of the Partnership. The Executive Committee shall use its best efforts to implement the recommendations of the Steering Committee. The Executive Committee shall initially have seven members including a representative from each of the Cities of Mount Vernon, Burlington, and Sedro Woolley, a representative from Skagit County, and three representatives selected by Skagit County Dike District No. 1, Skagit County Dike District No. 3, Skagit County Dike, Drainage and Irrigation Improvement District No. 12, Skagit County Dike District No. 17, Skagit County Drainage & Irrigation District No. 17, and Skagit County Consolidated Dike District No. 22. The Executive Committee should meet monthly or as needed.
- 3.3 Workshops: The purpose of workshops is to provide a forum for the Partnership to receive and discuss in-depth information on flood damage reduction project issues for decision-making purposes. Workshops will be scheduled by the Executive Committee.

- 3.4 Decisions: All decisions, including approval of policies and procedures of the committees and organizations created by this Agreement, unless otherwise specified, will be made by simple majority vote of a quorum. A quorum shall consist of a minimum of four members for the Executive Committee and a simple majority for the Steering Committee. If at any time a meeting falls below a quorum, it shall be adjourned. No action may be taken in the absence of a quorum. All voting members shall act on behalf of their member agencies.

#### **4.0 ADMINISTRATOR**

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

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

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

The activities of the Parties as described herein, and as may be further defined by the Parties hereafter to achieve the stated goals, shall be funded from the following sources:

- Funds made available to Partnership members from the State of Washington;
- Funds made available to Partnership members from federally allocated sources;
- Other sources as may be identified.

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

The Partnership shall not acquire nor expend funds in performance of the flood control tasks identified or performed as a result of this Agreement.

The Partnership shall have no contract authority. Individual Partnership members shall have contract authority and funding responsibility for the performance of projects identified as a result of this Agreement.

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

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

## **7.0 TERMINATION OF AGREEMENT**

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

## **8.0 PROPERTY**

No real property shall be acquired pursuant to this Agreement

## **9.0 INDEMNIFICATION:**

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

## **10.0 DISPUTES BETWEEN THE PARTIES**

10.1 Any dispute relating to this Agreement shall be submitted for binding arbitration under the Skagit County Mandatory Arbitration Rules then in effect and judgment on any award entered therein may be entered in any court of competent jurisdiction. The venue for any such arbitration shall be Mount Vernon, Washington. .

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

**11.0 SCOPE OF AGREEMENT:**

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

**12.0 DURATION OF AGREEMENT**

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

**13.0 MODIFICATION**

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

**14.0 PRIOR AGREEMENTS**

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

**15.0 COUNTERPARTS**

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

**16.0 MISCELLANEOUS**

- 16.1 All of the covenants, conditions, and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- 16.2 This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Skagit County, Washington.
- 16.3 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 16.4 Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the Parties is contracting in its capacity as a municipal corporation of the State of Washington.

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

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

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

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

**APPROVED:**

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

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

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

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

Approved as to Content:

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

Approved as to Indemnification:

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

Approved:

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

Approved as to Form:

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

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

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

**APPROVED**  
**CITY OF BURLINGTON**

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

Approved as to Form:

Attest:

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

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

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

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

**APPROVED:**

**CITY OF MOUNT VERNON**

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

Approved as to Form:

Attest:

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

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

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

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

**APPROVED:**

SKAGIT COUNTY  
DIKE DISTRICT No. 1

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

Approved as to Form:

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

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

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

**APPROVED:**

SKAGIT COUNTY  
DIKE DISTRICT No. 3

\_\_\_\_\_  
David Olson, Commissioner

Approved as to Form:

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

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

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

**APPROVED:**

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

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

Approved as to Form:

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

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

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

**APPROVED:**

SKAGIT COUNTY  
DIKE DISTRICT No. 17

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

Approved as to Form:

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

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

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

**APPROVED:**

SKAGIT COUNTY  
DRAINAGE & IRRIGATION DISTRICT No. 17

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

Approved as to Form:

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

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

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

**APPROVED:**

SKAGIT COUNTY CONSOLIDATED  
DIKE DISTRICT No. 22

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

Approved as to Form:

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

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

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

**APPROVED:**

**CITY OF ANACORTES**

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

Approved as to Form:

Attest:

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

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

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

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

**APPROVED:**  
**TOWN OF LACONNER**

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

Approved as to Form:

Attest:

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

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

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

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

**APPROVED:**

**CITY OF SEDRO-WOOLLEY**

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

Approved as to Form:

Attest:

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

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

NOV 21 2006

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

**CITY OF SEDRO-WOOLLEY**

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

# Memorandum

To: Mayor and City Council

From: STAFF 

Date: 11/16/06

Re: Interlocal Agreement with Skagit County to allow County to perform work for City of Sedro-Woolley

---

## Background

This is a simple renewal 5-year interlocal agreement to allow the County to perform work for the City of Sedro-Woolley, such as Chip Seals, which we do annually.

## Recommended Action

Authorize the Mayor to sign and execute the attached interlocal agreement with Skagit County to allow the County to perform work for the City of Sedro-Woolley, for a period of five years.

RJB:rjb



SKAGIT COUNTY  
PUBLIC WORKS DEPARTMENT

201 E. Avon Avenue, Burlington, WA 98233 (360) 755-9531 FAX (360) 755-0950

November 14, 2006

City of Sedro-Woolley  
ATTEN: Rick Blair  
720 Murdoc St.  
Sedro-Woolley, WA 98284

RE: Interlocal Agreement between the City of Sedro-Woolley and Skagit County

To Whom It May Concern:

Enclosed is the original of the above-referred Interlocal Agreement.

Please review, execute, and return to my attention. Once the Board of Commissioners approves this document, one copy will be returned to your attention.

If you have any questions; please feel free to contact me at 755-9531.

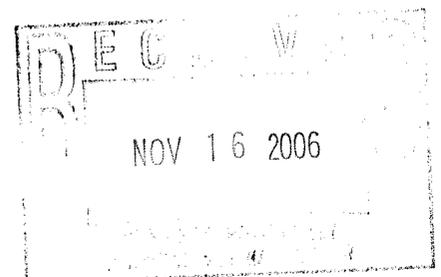
Sincerely,



Cliff Butler  
Division Manager Operations

Enclosure

Cc: File



After Recording Return to:

SKAGIT COUNTY ROAD DIVISION  
201 E. AVON AVE.  
BURLINGTON, WA 98233

## INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

City of Sedro-Woolley  
AND  
Skagit County

THIS AGREEMENT is made and entered into by and between City of Sedro-Woolley ("Second Party") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The COUNTY will perform work, provide materials, and equipment rental for work for the SECOND PARTY as requested, to be reimbursed to the COUNTY at the actual cost incurred by the COUNTY for said work, materials, and equipment rentals.
2. RESPONSIBILITIES: The COUNTY in the performance of this contract, shall abide by the provisions of RCW 39.34 and/or any other appropriate legislative requirements.
3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2007 through December 31, 2011.
4. MANNER OF FINANCING: The COUNTY will perform work, provide materials and equipment rental for work on the SECOND PARTY'S facilities upon their request and acceptance by the COUNTY, to be reimbursed by SECOND PARTY to the COUNTY at the actual cost incurred by the COUNTY for said work, materials and equipment rentals; and, In addition thereto, nine percent (9%) of the total cost shall be added for overhead costs for accounting, billing, and administrative services, provided that the COUNTY shall submit to the SECOND PARTY a certified statement of the costs, and within thirty (30) days thereafter, SECOND PARTY shall pay to the COUNTY the amount of said statement.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Operation's Division Manager

5.2 Second Party's representative shall be City the Supervisor/Engineer.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon 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. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. OTHER PROVISIONS:

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

GOVERNMENT AGENCY:

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
Title of Signatory  
(Date \_\_\_\_\_)

\_\_\_\_\_  
KENNETH A. DAHLSTEDT, Chairman

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
TED W. ANDERSON, Commissioner

Mailing Address:  
(Street address required  
in addition to P.O. Box)

\_\_\_\_\_  
DON MUNKS, Commissioner

For Agreements under \$5000

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

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

Recommended:

By: \_\_\_\_\_  
W. Eugene Sampley, P. E., Department Head

By: \_\_\_\_\_  
Trisha Logue, CPA  
Budget & Finance Administrator

Approved as to Indemnification:

By: \_\_\_\_\_  
Billie Kadrmas, Risk Manager

Attest:

Approved as to Form:

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

By: \_\_\_\_\_  
Civil Deputy

NOV 21 2006

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 31

**CITY OF SEDRO-WOOLLEY**

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

# Memorandum

To: Mayor and City Council

From: STAFF *RJB*

Date: 11/16/06

Re: Interlocal Agreement with Skagit County for SR-9 (North Township) Sidewalks  
Administration of Design and Construction.

---

## Background

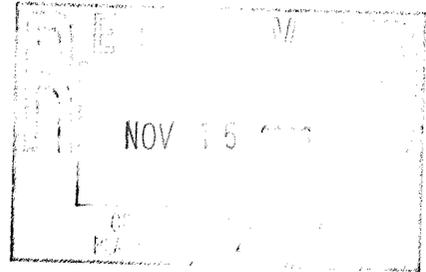
I think the background is well known on this project.

This agreement will allow work by the County to begin on designing and constructing the sidewalks on SR-9, with oversight by the City Engineer / Public Works Director.

## Recommended Action

Authorize the Mayor to sign and execute the attached interlocal agreement with Skagit County for SR-9 (North Township) Sidewalks Administration of Design and Construction.

RJB:rjb



*AFTER RECORDING RETURN TO:*  
ANN MARIE GUTWEIN  
SKAGIT COUNTY PUBLIC WORKS  
1800 CONTINENTAL PLACE  
MOUNT VERNON, WA 98273

DOCUMENT TITLE: INTERLOCAL AGREEMENT  
BETWEEN SKAGIT COUNTY AND  
CITY OF SEDRO-WOOLLEY CONCERNING THE  
SR-9 PEDESTRIAN/BICYCLE SAFETY IMPROVEMENT PROJECT

DATE SIGNED: \_\_\_\_\_

GRANTOR: SKAGIT COUNTY

GRANTEE: CITY OF SEDRO-WOOLLEY

COUNTY CONTRACT: \_\_\_\_\_

**INTERLOCAL AGREEMENT  
BETWEEN SKAGIT COUNTY AND THE CITY OF SEDRO-WOOLLEY  
SR-9 PEDESTRIAN/BICYCLE SAFETY IMPROVEMENT PROJECT**

**THIS AGREEMENT** (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between SKAGIT COUNTY, WASHINGTON, a political subdivision of the State of Washington, (hereinafter referred to as the “County”) and the CITY OF SEDRO-WOOLLEY, WASHINGTON, a Washington municipal corporation (hereinafter referred to as the “City”). This Agreement is made pursuant to the authority granted by RCW 39.34 (the Interlocal Cooperation Act). The City and the County may be individually referred to herein as a “Party”, and may be collectively hereinafter referred to as the “Parties”. In consideration of the following terms and conditions, the Parties mutually agree as follows:

**THIS AGREEMENT** shall remain in effect until December 31, 2008, and shall be considered fulfilled prior to that date upon the completion of the conditions stated herein.

**WHEREAS**, this Agreement will formally outline the participation and responsibilities of the Parties in the Project.

**I. DETAILED SCOPE OF WORK**

**A. PURPOSE OF THE AGREEMENT:** The purpose of this Agreement is to identify the scope and extent of services to be provided by the County to the City for the administration and management of the City’s SR-9 Pedestrian/Bicycle Safety Improvement Project (hereinafter identified as the “Project”). The

Engineering Division of the Skagit County Public Works Department, acting under their Certification of Acceptance Agreement with the Washington State Department of Transportation (“WSDOT”), shall provide all services necessary to comply with the requirements of the Federal Highway Administration (“FHWA”) and WSDOT for administration of the design and construction of the City’s federally funded Project. The County is not required to perform any other duties or obligation(s), except as expressly provided herein.

**B. PROJECT DESCRIPTION:** This Project will add a six to eight foot wide concrete sidewalk for pedestrian and bicycle use on both sides of State Route 9 north of State Route 20, as terrain allows, within the existing right-of-way. The Project limits are approximately six thousand (6000) lineal feet of highway roadside from the intersection of SR 9 and SR 20 at Township Street to Bassett Road. There is no striping involved but a potential for signage adjustment. A vicinity map is attached as Exhibit A and is included as part of this Agreement. A typical sidewalk cross section is attached as Exhibit B and is included as part of this Agreement.

**C. STANDARDS AND REFERENCES:** The County will administer the Project in accordance with the rules, regulations and procedures as required by the FHWA, Washington State Department of Transportation (WSDOT) Highways and Local Programs, WSDOT, and the laws of the State of Washington. In general these rules, regulations, and procedures are documented in the following publications. The latest editions of these publications shall be used:

Local Agency Guidelines (M 36-63), Latest Revision, published by WSDOT Highways and Local Programs (LAG Manual).

Standard Specifications for Road, Bridge, and Municipal Construction, Latest English Edition, published by WSDOT.

Design Manual (M 22-01), Latest Revision, published by WSDOT.

Construction Manual (M 41-01), Latest Revision, published by WSDOT.

Standard Plans for Roads, Bridge, and Municipal Construction, (M21-01)

Plans Preparation Manual, (M22-31)

## **II. DETAILED RELATIONSHIPS, SERVICES, AND PRODUCTS**

**A. PROJECT DOCUMENTATION:** Unless specifically noted otherwise, the County shall maintain original Project documentation in the County’s project files. Duplicate copies shall be transmitted to the City Engineer/Public Works Director as requested or indicated below. The County shall retain the documentation for a period of not less than three years from the final payment of any federal aid funds.

**B. MANAGEMENT COORDINATION:** The County and City shall, by exchange of letters, identify the key management personnel with responsibility for the Project. Otherwise, the key management personnel for the Project are defined below.

The City shall appoint the City Engineer/Public Works Director (hereinafter referred to as “City Representative”) to represent the City and its interest in the Project by monitoring progress and keeping the City informed; notifying the County Project Manager of issues and concerns brought up by the City; reviewing plans and reports and providing comments; and attending meetings, hearings and open houses with the County Project Manager and consultants. The County designates the Assistant County Engineer as its project manager (the “County Project Manager”) for the Project, for all purposes defined and provided herein.

The City Representative shall be responsible for providing information pertinent to the Project including plans, provisions, permits and other information of a similar nature for which the City maintains records.

The City Representative shall also be responsible for preparing and obtaining the necessary signatures on any City document (such as a resolution) required for a Project work item to occur and forwarding a copy to the County Project Manager.

The County will be responsible for consultant selections, and contract negotiations and administration in accordance with WSDOT Local Agency Guidelines. The County will be the contracting party on agreements entered into for the purpose of accomplishing the work outlined in this Agreement.

**C. PROJECT FUNDING:** The County will manage the City's federal project funding ("federal funds") of two hundred twenty thousand dollars (\$220,000.00). The County will be responsible for obligating federal aid funds through WSDOT Highways and Local Programs by executing the appropriate Local Agency Agreement and/or Supplement thereto. The County shall be responsible for processing the payment of Project related billing invoices and submitting grant reimbursements to WSDOT and invoices to the City of Sedro-Woolley. The County will first expend the federal funds, then the County shall invoice the City for any additional project expenses, in accordance with the term of this Agreement (*See*, Paragraph L., below). The County is not obligated to pay, provide, or expend any other funds, and/or provide and/or perform any other services or other duties, unless otherwise specified herein.

The City shall prepare a letter to WSDOT Highways & Local Programs authorizing the City's federal grant funds to be transferred to the County, after the date this Agreement is executed, with the understanding the funds will be administered by the County on the City's behalf. The City shall forward a copy of the letter to the County.

The City shall be responsible for paying for the total actual cost of the Project. The City shall pay all actual costs for the Project, regardless of the availability of any grant funding, or any cost estimates for the Project. The total cost of the Project is defined as all related Project costs (as billed to the City by the County) including, but not limited to, preliminary engineering, right-of-way acquisition and permitting, construction, legal fees and costs, administration, consultant engineering, environmental assessment, testing services and costs related to federal services.

If project-related costs cause the total cost of the Project to exceed two hundred forty-five thousand dollars (\$245,000.00), the County Project Manager will present the information to the City Representative for review and approval by appropriate City authorities before further action is taken. In any event, the City shall remain responsible and liable for all actual costs incurred by the County for the Project.

**D. PROJECT DESIGN AND REVIEW:** The County shall be responsible for the design of the Project, and the specification of all construction and materials to be incorporated into the Project. This work may be accomplished with County staff and/or consultants.

The County Project Manager, the City Representative, other City and County staff and consultant staff will meet as necessary to review the scope and progress of the work to ensure that the Project meets the objectives of the City and County. The City Representative will review and comment on the design plans at the thirty percent (30%) and sixty (60%) Project completion stages. The City Representative will also review and comment upon the design plans, specifications, and the cost estimate at ninety percent (90%) Project completion stage. WSDOT will review and comment on the design plans at the sixty percent (60%) Project completion stage. WSDOT will also review any Traffic Control Plans and will be notified by the County if the SR 9 pavement is cut to install gutters.

**E. ENVIRONMENTAL REVIEW AND DESIGNS:** The County shall be responsible for ensuring that all required environmental reviews have been completed. The County will serve as the lead agency and apply for the necessary project permits and provide copies to the City. The County will ensure that all permit requirements are met, make applications for time extensions, and revise plans to comply with changed permit conditions. To the maximum extent provided by law, the City agrees to defend, indemnify, and hold harmless the County for any failure or omission by the County to perform necessary environmental

reviews or obtain necessary environmental permits, and the City agrees to defend, indemnify, and hold harmless the County for any violation(s) of any environmental permits associated with the Project.

**F. RIGHT-OF-WAY ACQUISITION AND CERTIFICATION:** The scope of work for this project does not include right-of-way acquisition and certification. All pedestrian/bicycle safety improvements will be made within existing right-of-way. If necessary to perform roadway work, the County will acquire a general permit from WSDOT.

**G. CONSTRUCTION CONTRACT REVIEW AUTHORIZATION AND MANAGEMENT:** The County will be responsible for preparing the Project Plans, Specifications and Estimate (PS&E), advertising for construction bids, awarding the contract, and providing construction management services. Construction management includes, but is not limited to, project inspection, preparing pay estimates, maintaining construction records, responding to design changes, project closeout, and ensuring compliance with contract documents and specifications and federal regulations. This will be accomplished with County staff or consultants. The County will be responsible for submitting the required federal construction related forms to WSDOT Highways and Local Programs for review and approval.

**H. CHANGED CONDITIONS DURING CONSTRUCTION:** Changed Conditions shall be defined as Minor and Major. Changed conditions that, in the estimation of the County, will not create additional costs, or that do not effect the engineering principles fundamental to the design shall be considered Minor Changed Conditions. Minor Changed Conditions will not be immediately reported to the City but will be documented in the project records and as-built drawings.

Changed Conditions that will result in increased costs or that require consideration and input from the responsible design engineer shall be considered Major Changed Conditions. The County shall notify the City Representative as soon as possible of any Major Changed Conditions encountered during construction and arrange for input from the design engineer and direction from the City. The City shall ensure a prompt response to any situations involving Major Changed Conditions in order to avoid delays to the project. The City shall remain responsible for the payment of the actual cost of the Project regardless of the existence of Minor and/or Major Changed Conditions.

**I. CONSTRUCTION CHANGE ORDERS:** Change Orders will normally be required to address Changed Conditions. The County Project Manager shall negotiate and execute change orders on behalf of the City. The County Project Manager will discuss these change orders with the City Representative before the documents are executed. The City shall remain responsible for the payment of the actual cost of the Project, regardless of any Change Orders (or lack thereof) due to the existence of Minor and/or Major Changed Conditions.

**J. INCREASED/DECREASED QUANTITIES:** The bid quantities shown on the proposal form for the Project construction contract are based on the County Engineer's estimate. The actual quantities used may vary from the estimated quantities. Should any item of work increase or decrease by more than twenty five percent (25%), an equitable price adjustment shall be evaluated. Any such equitable price adjustment shall be made by Change Order. The County shall negotiate the price adjustment, prepare the Change Order and present the negotiated Change Order to the City Representative for review before the final Project construction contract is executed.

**K. PROJECT MANAGEMENT REVIEW:** If selected by WSDOT Highways and Local Programs for Project Management Review, the County shall provide representation and the Project records for the Highways and Local Programs Area Engineer's review. Any deficiencies in the Project records identified by the review shall be corrected by the County.

**L. BILLING AND REIMBURSEMENT OF COSTS:** The City may submit billing invoices to the County on a monthly basis for reimbursement of all eligible participating charges (as described in Chapter 23.5 of the LAG Manual) incurred by City staff. Such invoices shall be in a format approved by the County and supported by an itemized listing for each cost.

The County shall be reimbursed by the City for all costs and expenses incurred by the County associated with the County's performance of this Agreement (including, but not limited to the County's direct salary costs and indirect costs to perform the work described in this Agreement). These costs and expenses will be included in the project costs submitted for grant reimbursements; provided, that the City shall pay all actual costs for the Project incurred by the County, regardless of the availability of any grant funding, or the amount of any cost estimates for the Project. The total cost of the Project is defined as all related Project costs (as billed to the City by the County) including, but not limited to, preliminary engineering, right-of-way acquisition and permitting, construction, legal fees and costs, administration, consultant engineering, environmental assessment, testing services and costs related to federal services. The County is not obligated to pay, provide, or expend any other funds, and/or provide and/or perform any other services or other duties, unless otherwise specified herein. The City shall be responsible for paying for the total actual cost of the Project.

The County shall bill the City quarterly (or more or less frequently should the parties agree in writing) for all costs incurred by the County for the Project. The City agrees to pay invoices submitted by the County within thirty (30) days of receipt. All invoices shall include documentation of expenditures.

**M. STREET MAINTENANCE AND STORMWATER FACILITIES:** Upon completion of the Project, the City shall be solely responsible and liable for maintenance of the Project (SR-9 Pedestrian/Bicycle Safety Improvements).

### III. MISCELLANEOUS PROVISIONS

**A. TERMINATION:** This Agreement shall remain in effect until the Project is completed and accepted in writing by the Parties or until December 31, 2008.

Any party hereto may terminate this Agreement upon 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. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement through the date of termination.

If this Agreement is terminated by the City prior to the completion of the terms as outlined herein, the City shall reimburse the County for any costs incurred or that may be incurred as a result of the Project.

**B. RIGHT TO REVIEW:** This contract is subject to review by the State auditor's office. The City or its designee shall have the right to review and monitor the financial components of this Project. Such review may include, but is not limited to, on-site inspection by City agents or employees, inspection of all records or other materials, which the City deems pertinent to the Agreement and its performance. The County shall preserve and maintain all financial records and records relating to this Project under this Agreement, and shall make them available for such review, within Skagit County, State of Washington, upon request.

**C. MODIFICATIONS:** This Agreement may be modified, changed, or amended only by a subsequent written agreement executed by the Parties hereto.

**D. DEFENSE AND INDEMNITY AGREEMENT:** The City agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, agents, volunteers, assigns, contractors, subcontractors, and/or consultants, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the City, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed

or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

**E. INDUSTRIAL INSURANCE WAIVER:** With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the City expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the City. This waiver is mutually negotiated by the parties to this Agreement.

With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the County expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the County. This waiver is mutually negotiated by the parties to this Agreement.

**F. VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

**G. NO SEPARATE LEGAL ENTITY:** It is not the intention that a separate legal entity be established to conduct this cooperative undertaking. For purposes of RCW 39.34.030(4)(a), the County's Public Works Director or designee shall administer the Project.

**H. SEVERABILITY:** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not effect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

**I. WAIVER:** Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**J. NOTICES:** All notices, requests, demands and other communications called for or contemplated by this Agreement shall be in writing and shall be deemed to have been duly given by mailing the same by first-class mail, postage prepaid; by delivering the same by hand; or by sending the same by telex or telecopy, to the following addresses, or to such other addresses as the parties may designate by written notice in the manner aforesaid, provided that communications that are mailed shall not be deemed to have been given until three (3) business days after mailing.

Any notices to be sent to the City shall be sent to the following address:

City of Sedro-Woolley  
ATTN: City Clerk  
720 Murdock  
Sedro-Woolley, WA 98284  
(360) 855-0771

Any notices to be sent to the County shall be sent to the following address:

Skagit County  
Public Works Department  
ATTN: Assistant Director/Assistant County Engineer  
1800 Continental Place

Mount Vernon, WA 98273  
(360) 419-3426

**K. TITLES AND CAPTIONS:** The titles and captions to the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

**L. TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

**M. NO PARTNERSHIP OR JOINT VENTURE:** No partnership and/or joint venture exists between the City and the County, and no partnership and/or joint venture is created by and between the City and the County by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

**N. NO THIRD PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer, and/or other representative of either party.

**O. STATUS OF AGREEMENT:** This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect.

**P. COMPLIANCE WITH LAWS:** The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. If applicable, compliance with laws shall specifically include, but not be limited to, compliance with laws pertaining to the payment of prevailing wage on public works (including, but not necessarily limited to RCW 39.12). If applicable, compliance with laws shall also specifically include, but not be limited to, compliance with laws for the procurement of contracts for architectural and engineering services (including, but not necessarily limited to RCW 39.80). If necessary, the parties shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement. To the maximum extent allowed by law, the City shall indemnify and hold the County harmless for any non-compliance with laws as specifically pertaining and/or related to the Project described herein.

**Q. ASSIGNMENT AND SUBCONTRACTING:** Unless otherwise expressly provided herein, no portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity without the express and prior written approval of the County. To the extent provided by law, and by the terms of any applicable grants, the County may assign, contract, and/or subcontract any or all of its duties and/or obligations under this Agreement, without the consent of the City.

**R. OWNERSHIP OF ITEMS PRODUCED:** The County shall have the unencumbered proprietary right to use any and all writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement.

**S. NEUTRAL AUTHORSHIP:** Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The Parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The Parties have entered into this Agreement without duress or undue influence.

**T. ENTIRE AGREEMENT:** This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006.

**CITY OF SEDRO-WOOLLEY**

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

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

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

\_\_\_\_\_  
Sedro-Woolley Attorney

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

\_\_\_\_\_  
Sedro-Woolley Clerk

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

\_\_\_\_\_  
720 Murdock Street  
Sedro-Woolley, WA 98284

Recommended:  
\_\_\_\_\_  
Department Head

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

Approved as to Indemnification:

Risk Manager

Approved as to Form:

Deputy Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board

Exhibit A

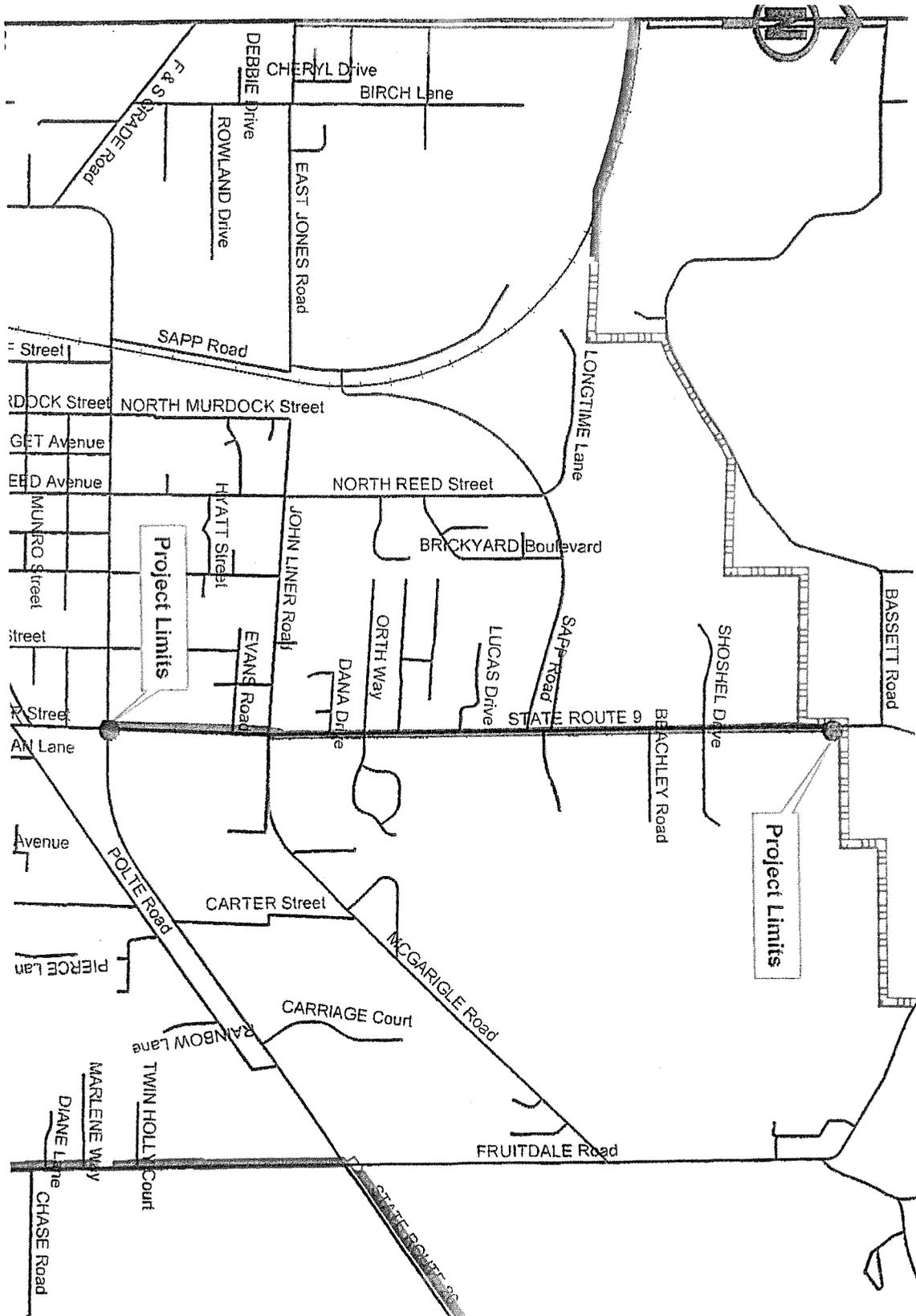
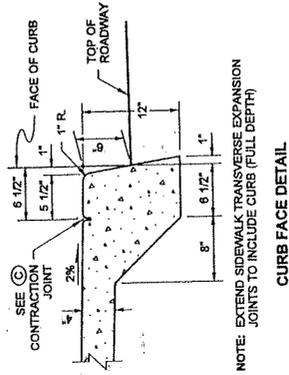
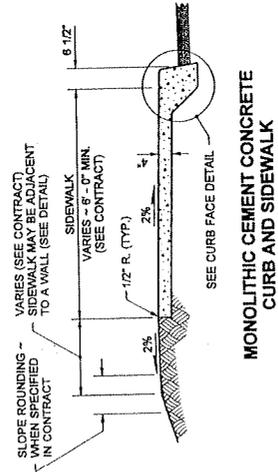


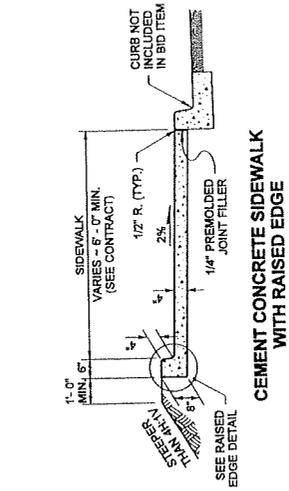
EXHIBIT B



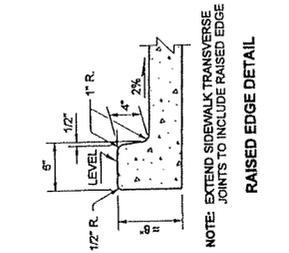
NOTE: EXTEND SIDEWALK TRANSVERSE EXPANSION JOINTS TO INCLUDE CURB (FULL DEPTH)



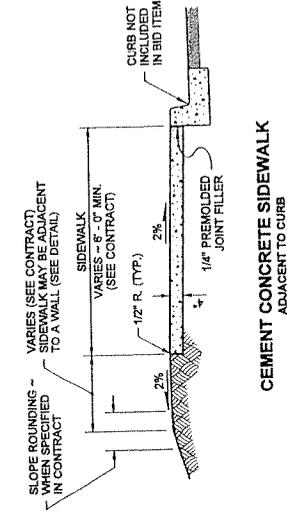
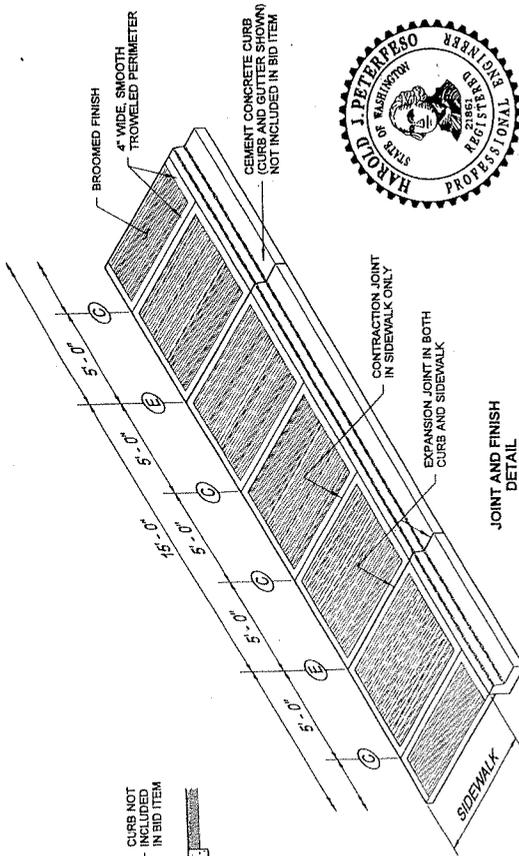
**MONOLITHIC CEMENT CONCRETE CURB AND SIDEWALK**



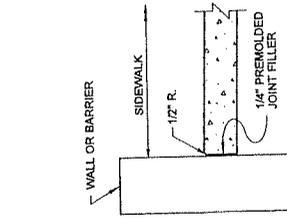
**CEMENT CONCRETE SIDEWALK WITH RAISED EDGE**



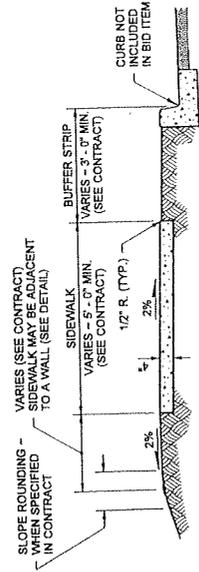
**RAISED EDGE DETAIL**



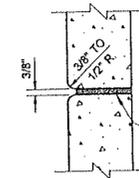
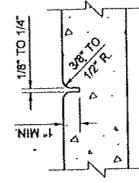
**CEMENT CONCRETE SIDEWALK ADJACENT TO CURB**



**SIDEWALK ADJACENT TO WALL DETAIL**



**CEMENT CONCRETE SIDEWALK ADJACENT TO BUFFER STRIP**



**(C) CONTRACTION JOINT**

**(E) EXPANSION JOINT**



EXPIRES MAY 16, 2003

**CEMENT CONCRETE SIDEWALK STANDARD PLAN F-3**

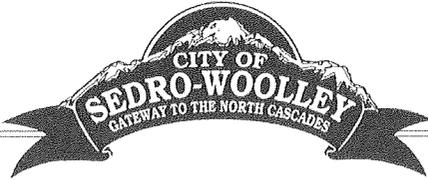
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Harold J. Peterfeso 01-13-03  
STATE DESIGN ENGINEER DATE

Washington State Department of Transportation

NOTE: THIS PLAN IS NOT A LEGAL INSTRUMENT. IT IS A TECHNICAL DRAWING. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND TO VERIFY ALL DIMENSIONS AND CONDITIONS AT THE PROJECT SITE. A COPY MAY BE OBTAINED FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED FROM THE PROJECT.



CITY COUNCIL AGENDA  
REGULAR MEETING

NOV 21 2006

**To:** Sedro-Woolley City Council  
**From:** Mayor Sharon D. Dillon  
**Date:** November 15, 2006  
**Re:** Council & Planning Commission Schedules

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

**Issue:** Should the Council set a schedule for both the Council & Planning Commission for the year 2007.

**Background:** Setting the calendar now allows for people to plan for vacations and workshops, so not to interfere with their duties on each respective council or commission. Also this will allow for one publication of these dates, a saving of publication costs.

**Recommendation:** Motion to set Sedro-Woolley City Council and Planning Commission schedules for the year 2007.

# Council & Planning Commission Meeting dates for 2007

Council Meetings 7:00 pm, Community Center, 703 Pacific Street

Planning Commission Meetings, 6:30 pm City Hall Court Room, 720 Murdock Street

Council Workshops, 7:00 pm Public Safety Training Room, 220 Munro Street

Council Budget Workshops, 7:00 pm Public Safety Training Room, 220 Munro St

Council & Planning Commission Joint Workshops, 7:00 pm Public Safety Training Room, 220 Munro St

**ALL meetings are open to the public and action may or may not be taken at any City Council or Workshop meeting.**

January 2 – Council Workshop CANCELLED  
January 10 – Council meeting  
January 16 - Planning Commission  
January 24 – Council Meeting

July 3 – Council Workshop CANCELLED  
July 11 & 25 – Council meetings  
July 17 – Planning Commission meeting

February 6 – Council Workshop  
February 14 & 28 Council meetings  
February 20 – Planning Commission meeting

August 7 – Council Workshop  
August 8 & 22 Council meetings  
August 21 – Planning Commission meeting

March 6 – Council Workshop  
March 14 & 28 - Council meeting  
March 20 – Joint Council & Planning Commission  
March 22 – Planning Commission meeting

September 4– Council Workshop  
September 12 & 26 Council meetings  
September 18- Planning Commission meeting  
September 20– Joint Council/Planning Commission

April 3 - Council Workshop  
April 11 & 25 - Council meetings  
April 17 - Planning Commission meeting

October 2 & 3 & 4 Budget Workshops  
October 10 & 24 – Council meetings  
October 16 – Planning Commission meeting  
October 17 – Workshop balancing budget

May 1 – Council Workshop  
May 9 & 23 – Council meetings  
May 15 - Planning Commission meeting

November 6 – Final budget workshop  
November 14– Council meeting  
November 20 - Planning Commission meetings  
November 20 – Council meeting (**Tuesday**)

June 5 – Council Workshop  
June 13 & 27 – Council meetings  
June 19 - Planning Commission meeting  
June 21– Joint Council & Planning Commission

December 4– Council Workshop  
December 12 – Council meeting  
December 18 – Planning Commission meeting  
December 26– **No Council meeting**

## Budget schedule for 2007

Budget requests from departments to Clerk/Treasurer August 31, 2007

Budget workshops with Department heads October 2 and 3 and 4, 2007.

Balancing Budget workshop October 17, 2007.

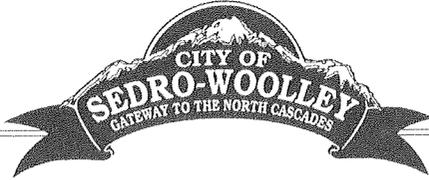
Public Hearing and passing for tax levy October 24, 2006

Final budget workshop with Council November 6.

Hold Public Hearing and possible passing of Budget November 20

NOV 21 2006

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



SUBJECT: PUBLIC COMMENT

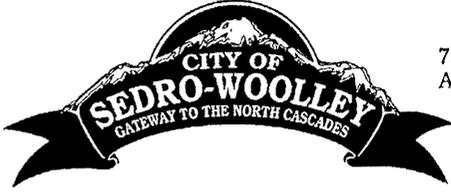
Name:  
Address:  
Narrative:

# **PUBLIC HEARING(S)**

**CITY COUNCIL AGENDA  
REGULAR MEETING**

NOV 21 2006

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



**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

---

MEMO TO: City Council  
RE: Reenactment of Interim Zoning Control Ordinance  
DATE: November 21, 2006

ISSUE: Should the Council reenact the proposed interim zoning control ordinance with a reduced geographical area (no longer including the area served by the John Liner Pump Station and identified as Basin E on the map attached to the ordinance) after holding a public hearing?

BACKGROUND: Ordinance No. 1551-06 was adopted on August 9, 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 the area within "Basin E" should no longer be included within the moratorium area.

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, Ordinance 1545-06 and Ordinance 1551-06 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, but not including the area served by the John Liner Pump Station identified as "Basin E" on the attached and incorporated map.

**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,
- i. that the area served by the John Liner Sanitary Sewer Pump Station, identified as "Basin E" in the City's Comprehensive Plan and shown on the attached map, now has capacity, and
- j. 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, Ordinance 1545-06 and Ordinance 1551-06.

**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 November 21, 2006 upon passage by the City Council and approval by the Mayor.

Passed and approved this 21<sup>st</sup> day of November, 2006.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

NOV 21 2006

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

# Memorandum

**To:** Mayor Dillon and City Council

**From:** Patsy Nelson *peby*

**Date:** 11/15/2006

**Re:** 2007 Budget

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Thank you for the time you have committed to this year's budget process.

The attached ordinance summarizes the budget amounts for each fund as detailed in the 2007 Preliminary Budget. All funds have been balanced according to Council direction given at the Budget Work Sessions.

**Recommend** Staff recommends that Council move to approve Ordinance # \_\_\_\_\_, An Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2007.

ORDINANCE NO.

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2007.

WHEREAS, the Mayor of the City of Sedro-Woolley, Washington, completed and placed on file with the City Clerk-Treasurer, a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses for the City of Sedro-Woolley for the fiscal year ending December 31, 2007, and a notice was published that the Sedro-Woolley City Council would meet on the 21st day of November, 2006, at the hour of 7:00 P.M., at the Sedro-Woolley Community Center, for the purpose of making and adopting a budget for the year 2007, and giving taxpayers within the city limits of Sedro-Woolley an opportunity to be heard upon said budget; and

WHEREAS, the Sedro-Woolley City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Sedro-Woolley for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year and being sufficient to meet the various needs of said City during said period.

NOW, THEREFORE, the City Council of the City of Sedro-Woolley do ordain as follows:

Section 1. The budget for the City of Sedro-Woolley, Washington, for the year 2007 is hereby adopted at the fund level in its final form and content as set forth in the document entitled City of Sedro-Woolley 2007 Annual Budget, 3 copies of which are on file in the Office of the Clerk-Treasurer.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2007 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2007 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	5,089,574
104 ARTERIAL STREET FUND	1,955,296
105 LIBRARY FUND	286,309
106 CEMETERY ENDOWMENT FUND	120,796
107 CUM RESERVE FOR CITY PARKS FUND	42,476
108 STADIUM FUND	27,022
109 SPECIAL INVESTIGATIONS FUND	5,011
110 PUBLIC LANDS FUND	1,654,338
113 PATHS AND TRAILS FUND	37,537
204 LID 1991-1 DEBT SERVICE FUND	17,791
230 G/O BOND REDEMPTION FUND	260,268
302 CUM RES FOR C/E CAP OUT FUND	1,872,699
310 MITIGATION RES FOR POLICE FUND	94,659
311 MITIGATION RES FOR PARKS FUND	142,793
312 MITIGATION RES FOR FIRE FUND	152,611
332 P WTF SEWER CONSTRUCTION FUND	4,843,692
401 SEWER FUND	3,311,186
407 98 SEWER REV BOND FUND	681,311
410 CUM RES FOR SEWER FACILITES FUND	5,067,797
411 98 SEWER REV BOND RESERVE FUND	519,239
412 SOLID WASTE FUND	1,632,336
501 EQUIPMENT REPLACEMENT FUND	684,042
 TOTAL ALL FUNDS	 28,498,783

Section 3. The City Clerk-Treasurer is directed to transmit a certified copy of the budget hereby adopted to the State Auditor's Office and to the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 21st DAY OF NOVEMBER, 2006.

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

ATTEST:

APPROVED AS TO FORM:

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

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

# **NEW BUSINESS**

NOV 21 2006

7:00 P.M. COUNCIL CHAMBERS

AGENDA NO. 7

CITY OF SEDRO-WOOLLEY

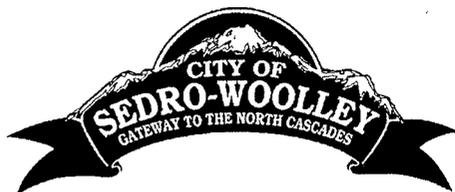
Sedro-Woolley Municipal Building

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: SWMC 2.66 – Residency Requirements  
DATE: November 21, 2006

ISSUE: Should the Council adopt the draft ordinance amending SWMC 2.66 to allow for Council authorized exemptions to the City residency requirement?

BACKGROUND: SWMC 2.66 requires certain City employees to reside within the City's UGA. Two of our current employees named in the ordinance do not reside within the boundaries. Our immediate past planning director did not live within the UGA. It is clear that the past practice of the Council has been to authorize, on a case-by-case basis, exceptions to this requirement. This practice is inconsistent with the existing ordinance.

The proposed ordinance allows the Council to authorize exemptions on a case-by-case basis, upon the finding that such an exception is in the best interests of the City.

RECOMMENDED ACTION: Motion to adopt the ordinance amending SWMC 2.66 regarding residency requirements.

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

AN ORDINANCE AMENDING SWMC 2.66 REGARDING RESIDENCY REQUIREMENTS

Whereas, SWMC 2.66 requires certain employees to reside within the City limits,  
and

Whereas, the City Council desires to allow for limited exceptions to be made on a case-by-case basis, by vote of the Council, upon a finding that such an exception serves the best interests of the City,

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

**Section 1.** SWMC 2.66 is amended to read as follows:

**Residency requirements for employees.**

There shall be no residency requirement for any city employee except those specifically referred to below, and said requirements shall apply only to employees hired after July 22, 1992.

A. The city supervisor, chief of police, fire chief, finance director, city planner, and the public works superintendent shall maintain his/her principal place of residence within the Sedro-Woolley growth boundaries established by the city's comprehensive plan, *provided*, that the Council may make exceptions to this section for individual employees upon the finding that such an exemption is in the best interests of the city.

B. Police and fire officers, uniformed police officers and full-time firefighters shall each maintain their principal place of residence within a five minute vehicular response time from their respective department headquarters.

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

**Section 3.** The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

Passed and approved this 21<sup>st</sup> day of November, 2006.

---

MAYOR

Attest:

---

City Clerk

Approved as to form:

---

City Attorney



City Limits



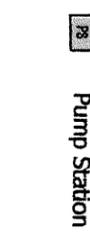
UGA



Manhole  
Cleanout



Wastewater  
Force Main



Pump Station

# E-Basin



EAST APPLE LANE

GARDEN TERRACE LANE

BURROWS LANE

ROWLAND DRIVE

EAST JONES ROAD

P-Basin

R-Basin

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